

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

**Date: April 28, 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.

I. CALL MEETING TO ORDER – Chairman McCain

II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS by Sebastian River High School's Naval Junior ROTC under the Direction of James R. O'Neal

III. ADOPTION OF ORDERS OF THE DAY

IV. PRESENTATIONS

**A. Environmental Learning Center – Mr. Rynberg**

Environmental Learning Center's new Executive Director, Molly Steinwald, would like a few minutes to introduce herself and re-introduce the Environmental Learning Center to the School Board.

**B. Governor's Shine Award – Dr. Adams**

Recognition of Michael Coffey, Sebastian River Middle School Science Teacher, who received the Governor's Shine Award for his commitment and creative approach to teaching.

**C. 2015 Laurel Awards, Willie C. Regan Award for Educational Arts Leadership – Dr. Adams**

Recognition of Bridget Lyons, Indian River Academy Art Teacher, who received the first Willie C. Regan Award for Educational Arts Leadership.

**D. Council for Elementary Science International Award – Dr. Adams**

Recognition of Dustin Strate, Indian River Academy Teacher, who received a teacher award from the Council for Elementary Science International for his focus on getting low-performing students interested in science.

V. CITIZEN INPUT

VI. CONSENT AGENDA

**A. Approval of Minutes**

1. Special Board Meeting held 3/31/2015
2. Discussion Session held 4/14/2015
3. Business Meeting held 4/14/2015

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 Budget Amendments – Mr. Morrison**

This request is for approval of the following budget amendments for fiscal year ending June 30, 2015:

Amendment #2 – Debt Service Fund

Amendment #3 – Debt Service Fund

Amendment #2 – Capital Projects Fund

Superintendent recommends approval.

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

1. Beachland Elementary School received a donation in the amount of \$1,000 from the Beachland Elementary School PTA. The funds will be used for the Beachland Elementary School fifth grade graduation.
2. Osceola Magnet School received a donation in the amount of \$2,896.72 from the Osceola Magnet School PTA. The funds will be used for art supplies for the Osceola Magnet School students.
3. Sebastian River High School received a donation in the amount of \$1,000 from Colin Joseph. The funds were donated to the Sebastian River High School Heather Anderson racing bike fund. The funds will be used to purchase a racing wheelchair for former student Heather Anderson, class of 1998, who was tragically injured in an automobile accident.

Superintendent recommends approval.

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

This request is for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached list represents property to be deleted from various inventories and/or for items that have been declared surplus. After Board approval, property will be traded in for its current value, recycled, and/or auctioned. It is requested that this property be deleted from the Fixed Asset Ledger. Superintendent recommends approval.

**F. Approval of Memorandum of Understanding for the WeatherSTEM Donation Program for Dodgertown Elementary School – Mr. Morrison**

Dodgertown Elementary School has been awarded the opportunity to become WeatherSTEM Donation Site. WeatherSTEM is a fun and educational program that provides a number of weather condition instruments, including a full service weather station with agriculture sensors, cloud camera, and custom web portal that displays the weather data and images, educational resources for teachers, and is an informational school presentation for all students. In addition, WeatherSTEM will provide the following services: Physical installation of the instruments and cloud camera, configuration of the devices into your network, On-site instructional session teaching your key stakeholders how to get the most out of WeatherSTEM, ongoing parts replacement, and technical support of the system. The approximate value of the materials and services is \$5,000. Superintendent recommends approval

**G. Approval of Agreement Renewal to Exchange Use of Facilities and Equipment with the City of Vero Beach – Mr. Fritz**

Approval is recommended for the renewal of a long-standing agreement between the City of Vero Beach and the School District. This agreement states that each party will provide the other the use of particular facilities and equipment, and will pay related costs, expenses, and fees for certain recreational or school activities and transportation needs. The agreement authorizes the Superintendent to renew the agreement, annually, on behalf of the School District. Superintendent recommends approval.

**H. Approval of Agreement Renewal with Environmental Learning Center for 2015-2016 – Mr. Rynberg**

The Environmental Learning Center contract is an agreement to provide environmental educational services to the students during the 2015-16 school year. The Environmental Learning Center (ELC) will instruct third and fourth grade students during an on-site visit to the ELC. This program will service 2,560 students from our schools. Instruction is guided through the *Splash* curricula for third grades and an environmental education program for fourth grade students entitled *Lagoon Days*. The contract amount will be on a per class basis; \$340.00 for each 3rd grade class that attends and \$533.00 for each 4th grade class, plus transportation costs for an estimated total of \$80,000. Superintendent recommends approval.

**I. Approval of Out-of-State Travel for Vero Beach High School Math Team – Mr. Rynberg**

A letter from Principal Shawn O’Keefe is attached in support of the Vero Beach High School Math Team attending the “National Mu Alpha Theta Convention”. The convention will be held July 18-24, 2015, and there will be a maximum of 18 students attending. The trip is funded through the joint efforts of the students and the Math Team fundraising. There is no cost to the School District. All travel insurance has been secured through Risk Management. Superintendent recommends approval.

**J. Approval of Early Learning Coalition Contract Renewal with the Extended Day Program 2015-2016 - Mr. Rynberg**

This is an Extended Day Program request for the renewal contract with the Early Learning Coalition to provide services for approximately 39 low-income families for the before and afterschool care program. This contract is effective from July 1, 2015, through June 30, 2016. Superintendent recommends approval.

**K. Approval of Carl Perkins, Career and Technical Education Act Renewal for 2015-2016 – Mr. Rynberg**

The Florida Department of Education Perkins IV, five-year, State Plan is extended through fiscal year 2015-2016; therefore, 2015-16 Carl D. Perkins is a continuation grant. The award of \$171,609 will provide funds for salaries of personnel whose responsibilities include: implement career and technical education activities that are aimed at developing technical skills, provide career guidance for students, organize work-based learning, and establish liaisons between education and business partners. No cost to the District. Superintendent recommends approval.

**L. Approval of Continuation of Carl D. Perkins Postsecondary Grant Renewal for 2015-2016 — Mr. Rynberg**

The 2015-2016 Continuation Grant of Carl D. Perkins Postsecondary will allow the Technical Center for Career & Adult Education to enhance the educational services in the health science programs. The funds received from this continuation grant, \$27,722, will pay the salary for the part-time nursing clinical teachers, equipment, and supplies for the health science programs. No cost to the District. Superintendent recommends approval.

**M. Approval to Piggyback St. Lucie Public Schools Bid #14-33 for Fencing Contractors and to Issue a Purchase Order to Stuart Fence Company, Inc., for the Fencing Project at Sebastian River Middle 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 issue a purchase order to Stuart Fence Company, Inc., in the amount of \$76,925. This purchase is as per the specifications, terms, and condition of St. Lucie Public Schools Bid #14-33. This bid expires July 22, 2015. Please see attached backup. Superintendent recommends approval.

## VII. ACTION AGENDA

**A. Approval to Authorize the Chairman of the School Board and Superintendent to Execute and Deliver Second Amendment to Series 2010A Supplemental Trust Agreement (STA) and Second Amendment to Lease Schedule No. 2010A. – Mr. Morrison**

On November 9, 2010, the School Board approved the issuance of \$26,261,841 in Certificates of Participation, Series 2010A (the "Series 2010A Certificates") via Resolution 2011-06 to finance the acquisition, construction, and equipping of Vero Beach Elementary School and certain other educational facilities. Subsequently, on September 11, 2012, the School Board approved a Technical Amendment with the Florida Department of Education, to utilize approximately \$20 million of the remaining proceeds of the Series 2010A Certificates for the reconstruction of Vero Beach Elementary, approximately \$3 million at Fellsmere Elementary for the addition of a two story classroom building and approximately \$3.5 million at Treasure Coast Elementary for the addition of a classroom wing. In connection with such technical amendment, the First Amendment to Lease Schedule No. 2010A was approved in order to accomplish the substitution of such projects. On October 7, 2014, the School Board approved the First Amendment to the STA, which amended Section 6.06 of the Series 2010A Supplemental Trust Agreement, removing the requirement to maintain a minimum \$5 million depository account with Regions Bank, the initial purchaser of the Series 2010A Certificates. The Second Amendment to the Series 2010A Supplemental Trust (the "Second Amendment to STA") amends Section 101 of the original STA to add the definition of the "Sinking Fund Forward Delivery Agreement" and amends Section 401(iii) of the original STA in order to allow the investment of sinking fund payments in a forward delivery agreement in order to pay the principal of the Series 2010A Certificates at maturity. The Second Amendment to Lease Schedule No. 2010A ("Second Amendment to Lease Schedule") amends the definition of "Supplemental Rent" to provide that Supplemental Rent shall also include any payments (other than sinking fund payments) due to a provider of the Sinking Fund Forward Delivery Agreement. Under the Master Lease, Supplemental Rent includes various payments, but did not specifically provide for payments under a Sinking Fund Forward Delivery Agreement or other investment agreement. This change is being undertaken to permit the School Board to make certain required representations in the Sinking Fund Forward Delivery Agreement. The execution, delivery of the Sinking Fund Forward Delivery Agreement is anticipated to lower the debt service requirements for the Series 2010A Certificates going forward. In connection with the foregoing, Regions Bank, as sole holder of the Series 2010A Certificates, will also be consenting to the changes set forth in the Second Amendment to STA and Second Amendment to Lease Schedule. Superintendent recommends approval

**B. Approval to Piggyback Martin County School District RFP #5004-0-2012/JC for a Document Management System and to Issue a Purchase Order to Advance Processing & Imaging (API) – 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 above referenced bid pursuant to the Florida State Board of Administration Rule 6A-1012 (4) and to issue a purchase order to API in the amount of \$134,135 for the initial annual fee and the recurring annual fees for subsequent years in the amount of \$28,749. OptiView is the name of the document management software which provides a secure, organized, and efficient electronic filing and retrieval system for our District records. This software solution is necessary for the efficient management of District documents. The initial departments slated to start with the electronic filing system are Finance, Personnel, and the Records Management Department. The referenced bid expires on June 18, 2015, and is slated to be renewed by the Martin County School District until June 18, 2018. The attached contract has been reviewed by the Board's Attorney for legal sufficiency. Superintendent recommends approval.

**C. Approval to Dispose of Surplus Property for "Trade-in" Value to Acquire New Vision Screening Equipment – Mr. Morrison**

This request is for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached list represents property to be "traded-in" with School Health Corporation, for approximately \$6,000, to assist the District in procuring 22 new Titmus vision screening machines, with the assistance from a 3-year Blue Cross/Blue Shield grant awarded to the Learning Alliance in fiscal year 2011-2012. New machines valued at \$58,490 will be acquired less the "trade-in" value of \$6,000 for a net cost of \$48,586.36. It is requested that this property be deleted from the Fixed Asset Ledger. Superintendent recommends approval.

**D. Approval of Donation in the Amount of \$48,586.36 from The Learning Alliance for the Acquisition of 22 Vision Screening Machines– Mr. Morrison**

During the 2011-2012 fiscal year, the Learning Alliance secured a 3-year Blue Cross/Blue Shield grant and will utilizing a portion of these funds from the grant to assist the District in purchasing 22 Titmus vision screening machines. The District currently has 22 assorted vision screening machines as part of its inventory; however, these machines are outdated and several are not repairable. The District wishes to replace these machines at a total value of \$54,890; however, the vendor, School Health Corporation, has agreed to accept the District's old machines for a trade-in value of approximately \$6,600. The remaining balance of \$48,586.36 will be paid for by the Blue Cross/Blue Shield grant. Superintendent recommends approval.

**E. Approval to Enter Into Negotiations with Proctor Construction Co., for a New Classroom Building at Citrus Elementary RFQ #2015-19 - Mr. Morrison**

The Facilities, Planning, and Construction Department requested that a Request for Qualifications for Construction Management at Risk (CMAR) be promulgated for a new classroom building addition at Citrus Elementary. The scope of work is for the construction of an approximately 15,500 square foot classroom building and associated site work. As per the Five Year Capital Outlay Budget, \$3,000,000 has been budgeted for this project. This amount includes construction fees and FF&E (furniture, fixtures and equipment). As per Florida Statutes Ch. 287.055 F.S., it is recommended that negotiations proceed with Proctor Construction Co. Superintendent recommends approval.

**F. Approval of Fiscal Year 2015-2016 TRIM Planning Calendar and Budget Adoption Schedule – Mr. Morrison**

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

**G. Approval of Career & Technical Agreement for Digital Tool Certificates with Certification Partners 2015-16 – Mr. Rynberg**

According to Florida Statutes 1003.4203, SB 850, each District School Board shall make available digital materials that leads to a Digital Tool certificate to indicate a middle school student's digital skills. This agreement with Certification Partners would enable the District to meet this requirement. At the middle school level, Computer Applications in Business 1 and 2 are Career & Technical courses the students would enroll to acquire Digital Tool Certificates. This will impact approximately 600 students at the four middle schools at the cost of approximately \$30,000. This will meet the needs of the students by awarding Digital Tool Certificates. A value of 0.025 full-time equivalent student membership shall be calculated for Digital Tool Certificates earned

by students in the middle school grades. By entering into this agreement, each school could generate enough dollars towards paying the cost of the program. The Department of Education annually identifies the Digital Tool Certificates funding list and Certification Partners is listed as a provider. Superintendent recommends approval.

- VIII. SUPERINTENDENT'S REPORT
- IX. DISCUSSION  
No discussion items
- X. SCHOOL BOARD MEMBER MATTERS – Chairman McCain
- XI. INFORMATION AGENDA  
**A. Monthly Facilities Report – Mr. Morrison**
- XII. SUPERINTENDENT'S CLOSING
- XIII. 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 564-3175 (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 March 31, 2015, at 5:00 p.m. The meeting was held in the Large Instructional Conference Room 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. Suzanne D’Agresta, School Board Attorney, was also present. Dr. Frances J. Adams, Superintendent of Schools, was not present.

### **Special Meeting for Superintendent Contract negotiations Minutes**

I. Meeting was called to order by Chairman McCain.

II. ACTION AGENDA

**A. Discussion and Approval of Superintendent’s Contract Negotiations – Chairman McCain**

Chairman McCain stated that the Board would pick up where they left off from the last meeting. A draft of the contract was distributed by Mrs. D’Agresta. Questions from the Board were in regard to membership fees, cost of health insurance, and a comprehensive list of all benefits paid for this position. There was discussion on termination clause for goals for the first year. Mrs. D’Agresta said that she would revise the language. Other questions were on termination pay, voting versus consensus, contract roll forward language, disability insurance language, use of fleet vehicle, use of civic and community activities expenses, FRS system, sick and vacation carryover and starting date as consultant or superintendent.

Chairman McCain stated that Mrs. D’Agresta would prepare a third draft and distribute to Board Members. All Board Members must review the draft and let Mrs. D’Agresta know if there was anything that they could not live with, in order to present the contract to Dr. Rendell as soon as possible. Mrs. D’Agresta reviewed the changes.

Chairman McCain left at 6:05 p.m.

**Added to the Agenda on 3/27/2015:**

III. DISCUSSION ITEMS

**A. Superintendent’s Evaluation – Ms. Jiménez**

Discussion on moving State of the District workshop back to the original date. Mrs. Davis was asked to speak directly to the Superintendent regarding the Board’s request to move the State of the District workshop back to May 26.

**B. Superintendent’s Exit Interview – Mr. Searcy**

Mr. Searcy reported that the Superintendent was not available for an exit interview until the first week in June. The Board agreed that June 16 would work. The Board said that this would be an opportunity to ask the Superintendent for corrective criticism.

Ms. Jiménez said that she would be out of town on June 23, business meeting date. She asked if the Board would be willing to move the business meeting to Tuesday, June 16. Board Members said that they would discuss this request at the next Discussion Session.

IV. ADJOURNMENT – Vice Chairman Searcy

Note: Mrs. Davis attended in place of Miss Stang.

With no further business, the meeting adjourned at approximately 6:20 p.m.

The District School Board of Indian River County met on April 14, 2015, at 1:00 p.m. The session 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: 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. Chairman Matthew McCain was not present.

### Discussion Session Minutes

- I. Discussion Session was called to order by Vice Chairman Searcy.
- II. ITEMS PLACED ON AGENDA BY BOARD MEMBERS – Vice Chairman Searcy
  - A. **Dale Simchick**
    1. Work Hours for Executive Assistant to the District School Board  
Dr. Adams said that Board Secretaries work evening meetings. She said that on the weeks of evening meetings, the Secretary would be scheduled to start the day at 9 a.m. on Monday, Wednesday, Thursday, and Friday; or the equivalent time to make up for the time worked over 8 hours on meeting days. Dr. Adams said that any required overtime would be authorized through the Superintendent.
    2. Resolution Against the Passenger Trains in Indian River County  
After discussing the issue, the Board agreed that this issue was a political issue and not a school issue.
  - B. **Chairman McCain**  
Not present.
  - C. **Charles Searcy**
    1. Capital Money Sharing with Charter Schools  
After discussing the issue at length, the Board direction was to set a date to sit down with the charter schools and staff prior to setting the budget for the next school year. They agreed to May 12 at 9 a.m. as their first choice. Their second choice would be May 14 at 6 p.m. Dr. Adams said that she would confirm a date with Dr. Rendell. Mrs. Simchick reviewed the “draft” agenda she prepared. Mr. Waddell, Indian River Charter High School Board Member, said that the date and time would work for the charter school.
    2. “Use it or Lose it” Policy Concerning Vacation and Sick Day Carry Over  
After discussing the issue, Board Members agreed to meet on July 28. They directed the Board Attorney to carve out each of the issues for the Board.

**D. Claudia Jiménez**

1. Goal Setting Expectations

Board Members agreed to meet on April 28, without the Superintendent and Staff, to talk about the Board's expectations for the next school year. They also agreed to meet on June 16 at 5 p.m., with Dr. Adams and Dr. Rendell, to go over District Goals.

2. Children's Assessment Presentation

Board Members agreed to set aside one hour at the June 9<sup>th</sup> Discussion Session to hear a presentation on Children's Assessment Report.

3. Update on Random Drug Testing

Mrs. D'Agresta reviewed the legal liability (Federal civil rights violation) the School District was subjected to by the Indian River Charter High School's drug screening admissions policy. She also gave steps to take to ensure that the charter's policy was in compliance, up to and including termination of the charter contract, when in violation of a federal law. It was noted that the issue was on the agenda for the charter schools discussion session set for May 12. Mr. Waddell and Ms. Aversa were invited to speak. Board direction to Mrs. D'Agresta was to obtain a legal opinion from the Florida Department of Education's General Counsel's Office. Mr. Waddell said that if the Florida Department of Education states that they were wrong, then, we were wrong. He said that the State trumped the charter school's policy. Mrs. D'Agresta said that she would submit documents from the charter school and ask the question. Mrs. Aversa said that whatever was clarified or concluded through DOE would be sufficient.

4. Living Wage Update

This item was forwarded to the next Discussion Session in May.

5. FHSAA (Florida High School Athletic Association Sanction

There was a discussion regarding the duties of the Athletic Director and the Athletic Coaches and their evaluations.

**E. Shawn Frost**

1. Recycling and Commitment to 75% Effort

The County has an unfunded mandate from the State to have 75% of the County's trash recycled by 2020. Mr. Frost said that the County was looking for the Board's support. Dr. Adams said that she was confident that the County would contact District staff. She said that she would get back to the Board regarding the District's disposal of shredded material and if the District was contracting out to have shredding done.

2. Search of Student's Backpacks

Mrs. D'Agresta, by example, explained how a school official, by law, could and could not search a student's personal property.

III. BOARD COMMITTEE REPORTS – Vice Chairman Searcy

Vice Chairman Searcy said that the reports would be done at the business meeting.

IV. ITEMS PLACED ON AGENDA BY SUPERINTENDENT – Dr. Adams

**A. Truth in Millage Calendar**

Mr. Morrison reviewed the calendar and said that it would be placed on the April 28 business meeting for Board approval. A Board Member asked to have it placed under the Action Agenda.

V. ADJOURNMENT – Vice Chairman Searcy

With no further discussion, the session adjourned at approximately 3:28 p.m.

The District School Board of Indian River County met on April 14, 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. Prior to the meeting, an invocation was given by Rev. Vernon Reason, from The Upper Room.

### Business Meeting Minutes

- I. Meeting was called to order by Chairman McCain.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS was presented by Vero Beach High School Air Force Junior ROTC under the direction of Wade Dues, Chief Master Sergeant USAF (ret.).
- III. ADOPTION OF ORDERS OF THE DAY  
Chairman McCain stated that Dr. Adams had requested to remove Action A. Approval of 2015-2016 Change in Salary Schedule for Part-time Instructors/Extended Day Program Part-time Staff. He called for a motion to include the removal of Action A. Mrs. Simchick moved approval of the Orders of the Day, removing Action A from the Agenda. Mr. Searcy seconded the motion.  
  
Mr. Searcy presented two points to address on the minutes. Regarding the minutes of March 24, on page 1 of 9, his name was spelled incorrectly. And on page 2 of 9 the motion needed to be either unanimous or 4-1. The Board voted unanimously in favor of the motion to include the removal of Action A and the two corrections to the minutes, with a 5-0 vote.
- IV. PRESENTATIONS  
No presentations
- V. CITIZEN INPUT  
Luke Flynt requested to speak to the Board regarding thanks, Bruce.  
Pat Roeser requested to speak to the Board regarding evaluations.

VI. CONSENT AGENDA

Chairman McCain called for a motion. Mr. Searcy moved approval of the Consent Agenda. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote. Dr. Adams introduced Brooke Flood, the new Reading Coach in Curriculum and Instruction Department. Mr. Searcy congratulated Dr. Fritz on his recent doctorate.

**A. Approval of Minutes**

1. Special Meeting to Interview Superintendent Candidate, Dr. Rendell, held 3/16/2015
2. Special Meeting to Interview Superintendent Candidate, Dr. Christiansen, held 3/16/2015
3. Special Meeting to Interview Superintendent Candidate, Dr. Wild, held 3/17/2015
4. Special Meeting to Interview Superintendent Candidate, Mr. Green, held 3/18/2015
5. Special Meeting for Superintendent Finalist Selection held 3/19/2015
6. Special Meeting for Superintendent Contract Negotiations held 3/24/2015
7. Business Meeting held 3/24/2015 (with two corrections)  
Superintendent recommended approval.

**B. Approval of Personnel Recommendations – Mr. Fritz**

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

**C. Approval of Student Leaving Indian River County for 2015-2016 School Year – Mr. Rynberg**

These requests were to attend schools in St. Lucie County for 2015-2016 school year. Parents and guardian work for St. Lucie County School Board and asked that their children attend the schools where they were employed. Superintendent recommended approval.

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

Indian River Academy received a donation in the amount of \$1,644 from the Rotary Club of Orchid Island. The funds would be utilized for the 2<sup>nd</sup> grade swim program. Superintendent recommended approval.

**E. Approval of Continuation of Out-of-County Enrollment Agreement with Osceola County for the 2015-2016 School Year – Mr. Rynberg**

The purpose was to continue this fiscally, cost-effective agreement between the sending and receiving School Districts due to road system patterns in east Osceola and West Indian River Counties. According to the agreement, this contract must be renewed each year. Superintendent recommended approval.

VII. ACTION AGENDA

**A. Approval of 2015-2016 Change in Salary Schedule for Part-time Instructors/Extended Day Program Part-time Staff – Mr. Fritz**  
Removed.

**B. Approval of 2014-2015 Amendments to Collective Bargaining Agreement with Communication Workers of America (CWA) – Mr. Fritz**

The 2013-16 Collective Bargaining Agreement allowed for an annual reopener regarding wages, benefits, and other limited topics. The District Negotiations Team had been negotiating in good faith with CWA since June 2014 and had reached a tentative agreement that was signed by the parties on March 31, 2015. The terms of the agreement included:

- A 2% across-the-board wage increase, retroactive to the beginning of the 2014-15 contract year,
- Language regarding paying wages for mandatory training time,
- \$144/year increase to the School Board contribution for insurance, effective upon mutual ratification,
- A \$166,875 total performance bonus for the 2014-15 evaluations,
- Addition of compassionate leave and annual sick leave buy-back,
- Adjustment to the warehouse workers pay to level 8, and
- Establishment of a labor-management committee to meet at-least monthly.

Superintendent recommended approval, subject to CWA ratification.

Chairman McCain called for a motion. Ms. Jiménez moved approval of the 2014-2015 Amendments to Collective Bargaining Agreement with Communication Workers of America. Mrs. Simchick seconded the motion. It was noted that as soon as this was approved, the District would open up Article 4 for discussion. The Board voted unanimously in favor of the motion with a 5-0 vote.

VIII. SUPERINTENDENT'S REPORT

Dr. Adams stated that Gov. Scott passed legislation to reduce testing. She noted that this week and next week would be big test weeks for students. Dr. Adams announced that the School District placed third in this year's March of Dimes fundraiser. She reported on the Superintendent's Coffee held at Sharky's Café in Sebastian River High School. Dr. Rendell attended and spoke with community members. Dr. Adams reported on the special event held by the Learning Alliance to thank all of those who participated during the school year.



IX. DISCUSSION

A. Update on the Superintendent Search

Ms. Jiménez reported on the two meetings held in regard to contract negotiations for the new Superintendent. Chairman McCain reported that the employment contract was submitted to Dr. Rendell.

X. SCHOOL BOARD MEMBER MATTERS – Chairman McCain

Mr. Frost talked about scholarship awards coming up. He mentioned attending the County meeting he attended. Mr. Frost urged the community to reach out to the Board with any issues that may come up.

Mrs. Simchick said she received a lot of cut and paste emails that were addressed to Gov. Scott. She asked the community to contact her with any issues they had regarding education.

Ms. Jiménez reported on the Literacy Leaders meeting that included a presentation of the Children's Assessment through the United Way Alice Report on poverty. She invited the community to attend the June 9 Discussion Session to view the report. Ms. Jiménez reported on pre and post data regarding the new 5 2 1 0 Health Department from Sebastian Elementary School that were phenomenal. She said she would submit a copy of the data to the Board. Ms. Jiménez talked about HB 7069 regarding the school start date being no earlier than August 10. Community needed to know that in the future there was a chance of an earlier start date. The HB also included changes regarding the new Florida State Standards. The scores could not be compared with last year's assessment. She said that the timeline was unfair and the problems were greater. Ms. Jiménez also reported on HB 7037 sharing of capital outlay dollars with charter schools. The allocation was not based on need and did not include the needs of the District schools.

Mr. Searcy reported on the Treasure Coast Work Group meeting in Stuart that he attended with Mr. Morrison. At meeting Mr. Crawford reviewed all of the Bills. Mr. Searcy requested to have an update on the new administration building at the next business meeting.

XI. INFORMATION AGENDA

A. Financial Report for Month ending January 2015 -- Mr. Morrison

Attached were the Financial Reports for the month ending January 31, 2015.

XII. SUPERINTENDENT'S CLOSING

Dr. Adams mentioned the Friday updates that included information on facilities. She said that she would bring an update to the Board meeting on the new administration building. Mr. Green introduced the closing video on Phase I of the Digital Learning One-to-One Classroom Initiative.

XIII. ADJOURNMENT – Chairman McCain

With no further business, the meeting adjourned at approximately 6:39 p.m.

CONSENT AGENDA 4/28/15

**Personnel Recommendations**

1. Instructional Changes  
Smith, Deborah – Sebastian Elementary, from 5<sup>th</sup> Grade Teacher to Literacy Coach 4/20/15  
**Sparkman, Nancy – Fellsmere, rescind retirement of 6/10/15**
2. Instructional Leaves  
Crockett, Malinda – Gifford Middle, 4/22/15-6/3/15  
Healy, Bernadette – VBHS, 3/9/15-3/19/15  
Hoier, Hollis – SRHS, 4/6/15-5/17/15  
Kramek, Hope – Gifford Middle, extend to 4/27/15-5/3/15  
Locuson, Rebecca – SRHS, 4/23/15-5/3/15  
Miller, Ida – Storm Grove Middle, extend to 4/10/15-8/31/15  
Nyberg, Karen – SRHS, 2/9/15-3/8/15  
Sayre, Maria – Storm Grove Middle, 4/6/15-5/25/15  
Thomas, Marianne – Osceola Magnet, 8/17/15-10/25/15  
**Thimmer, Megan – Sebastian Elementary, change to 4/24/15-6/9/15**  
Vause, Amanda – SRMS, 4/16/15-6/10/15  
**Vollbracht, Jean – VBE, extend to 4/22/15-5/17/15**
3. Instructional Promotions
4. Instructional Transfers
5. Instructional Separations  
**Blanchet, Lottie – SRHS, resignation 4/6/15**  
**Ford, Lori – Pelican Island, retirement, exiting DROP 6/9/15**  
**Henry, Betty – Oslo Middle, retirement, exiting DROP 4/30/15**  
**Marek, Patricia – VBE, retirement 6/9/15, pending FRS attestation**  
**Velazquez, Samuel – SRMS, retirement 1/4/16, pending FRS attestation**  
**Zeppa, Lauren – Indian River Academy, resignation 6/5/15**
6. Instructional Employment  
**Landis, James – SRHS, JROTC Instructor, pending background clearance**
7. Support Staff Changes  
Martin, Debra – Physical Plant, Painter, change start date from 4/15/15 to 4/20/15  
Patterson, Trisha – VBE, 4.0 hour Food Service Worker, change start date from 4/15/15 to 4/16/15
8. Support Staff Leaves  
**Alderson, James – Physical Plant, 5/6/15-5/31/15**  
Clark, Joe W. – Gifford Middle, 5/18/15-5/31/15  
**Irving, Estella – Transportation, 4/17/15-5/10/15**  
Johnson, Cynthia – Wabasso, 3/24/15-8/2/15

- Screws, Donald – Physical Plant, 4/22/15-6/22/15  
Wilson, Megan – VBE, extend to 3/27/15-4/30/15
9. Support Staff Promotions
  10. Support Staff Transfers
  11. Support Staff Separations  
**Abel, Sharon – Dodgertown, deceased 4/10/15**  
**Baker, Doug – Attendance Office, retirement, exiting DROP 5/29/15**  
**Boineau, Brittany – Wabasso, resignation 4/6/15**  
**Cartolaro, Danielle – Transportation, resignation 4/22/15**  
**Hagney, Robert – Transportation, retirement, exiting DROP 6/5/15**  
**Killilea, Donna – Liberty Magnet, retirement, exiting DROP 6/5/15**  
**Peacock, Bobbie – Dodgertown, retirement, exiting DROP 6/5/15**  
**Wilson, Megan – VBE, resignation 5/1/15**
  12. Support Staff Employment  
 Bauders, Sophia – VBE, Student Monitor 4/29/15  
 Bell, Lakeydra – Rosewood Magnet, Student Monitor 4/15/15  
 Bissell-Reiff, Helen – Sebastian Elementary, Student Monitor 4/29/15  
 Collado, Gilberto – VBHS, Custodian 4/29/15  
**McMahon, Elizabeth – Finance, Accounting Manager 4/29/15**  
 Stilianos, Dianna – Transportations, Substitute Bus Assistant 4/29/15  
 Yeiter, Amy – Human Resources, Personnel Records Technician 5/18/15
  13. Administrative Separations
  14. Administrative Employment
  15. Administrative Leaves
  16. Approval of Placement in Instructional Substitute Pool  
 Ankeny, Anna – Substitute Teacher 4/29/15  
**Reingold, Alan – Substitute Teacher 4/29/15**
  17. Approval of Placement in Support Staff Substitute Pool
  18. The following employees are recommended for the 2014 Summer School Programs, pending reappointment for the 2015-2016 school year:

Extended Day Summer Camp Program

Sebastian Elementary	
Coordinator	Maria Almanza
	Emma Polly
Staff	Shannon Lindsay
	Beth Dozer
	Kyle Gorr
	Katharine Smith
Staff Substitute	Andre Escoto
	Cecelia Carabajal
	Holly Armstrong

Osceola Magnet	
Coordinator	Michelle Hayes
	Kurt Thull
Staff	Rhonda Dawson
	Cameron Dawson
	Brooke Washburn
	Jessica Cox
	Kristen Brege
	Rickey Smith
	Chelsea Scanlan
	Demi Kreinberg
	Bradley Heaton
	Ashley Wright
	JoAnn Pope
Student Worker	Gabrielle Eaton
	Marina Urso

<u>ESE Extended School Year</u>	
VBHS	
Teacher	Robin Falcone
	Stephen Byrd
	Jeff Goff
	Brian Ihnen
Teacher Assistant	Melinda Combs
	Amber Sentence
	Michelle Hayes
	Anthony Enrico
Health Assistant	Itaska Marie Wood
Student Support	Tom Stull
Speech and Language	Judy Whalen
SRHS Teacher	Susan Giunta
	Andrew Lewis
	Latisha Henry
	William Miller
	Joe Nathaniel

Teacher Assistant	Regina Swanson Tyrone Perry Tanya Tory Terri Finethy Anthony Prudenti Mia Johnson Luz Delahoz Brianna Lang Wanda Gipson Tom Stull Judy Whalen Amanda Bermudez
Self-Care Aide Student Support Speech and Language Health Assistant Sebastian Elementary Teacher	Carol Taylor Lori Barbato Dorothea Sanford Clarelle Sarrasin Daphna Vogel Cindy Honey Amy Poplar Tracy Crawford Elizabeth Johnson Sarah Detelus Crystal Melton Beverly Hoffman Rebecca Cook Jenna Chatfield Jessica Karr Joy Lukomski
Teacher Assistant	
Student Support Speech and Language	
Osceola Magnet Teacher	Jack Childs Toby Connery (Pre-K) Elizabeth Hope Hogan Amanda Jiruska (Pre-K) Timothy R. Williams Luanne Lewis (Pre-K) Deb Santos Andrea Woodson Garry Kelly Julie Milliam Xiomara DeLuke Kristina Browning Beth Bingham Rickey Smith Plinie Tory
Teacher Assistant	

	Vicky Sands Adonai Adeshile Adrina Adams Victoria Horskin Wydeea Rogers Brenda Malone Michelle Grant Regina Williams Judy Jones Barbara Williams Mary Barner-Holmes
Self-Care Aide	Heather Koleno Keondra Eberhardt Molli Salm
Substitute Teacher	
Student Support	
Speech and Language	

Title I

Various Locations

Teacher	Shelly Miedona Julie Green Krista Sadlers
Substitute Teachers	Lyndsey Matheny Michele Horton Lisa Skinnider Lorraine Cappelen Allison Falana Chad Guess Andrea Williams Dawn Molton Debroha Walker Melissa Blum

ELL/Migrant

VBHS

Teacher	John Sterk Stephen Adams Vanessa Adams Susan Kessler Lugner Thelisma
Teacher Assistant	

SRMS

Teacher	Jorge Lugo Hollis Hoier Carin Phillips William Hanna Heather Gaudio AnneMarie White Ana Rodriquez Alicia Reyes
Teacher Assistant	

Substitute Teacher

Mireya LaBranche  
Tracey Santiago  
Martha Rubio

Adult Education Credit Recovery

SRHS

Teacher

Daniel Dickens  
Jerry Gollither  
Terri Amy

VBHS

Teacher

Christopher Erfurt  
David Seaman  
Brian Krystoforski  
Jonnette Hay

3<sup>rd</sup> Grade Reading Program

North County

Teacher

Rachel Moree  
Deborah Smith  
Stephanie Tippins  
Lisa Durant  
Secora Luna  
Deborah Lynch  
Margaret Pitz  
Lauren Neely  
Joni Junek  
Stacey Bivins  
Laura Attwood  
Scott Spicoli  
Travis Hazzard  
Latisha Hays  
Catherine Scott  
Chelsea Floyd  
Amy Lehoullier  
William Van Gelder  
Dorothy Jean Hall  
Colleen Keat

Teacher Assistant

Health Assistant

South County

Teacher

Andrea T. Williams  
Kevin Oberlink  
Carisa Jenkins  
Nancy Gilmor  
Melanie Bechtel  
Cynthia McDonough  
Latoya Bullard  
Heidi Schwager



Teacher Assistant	Janet Olsson Rose Marie Addabbo Yolando Lucas Kim Hawkins Christine Rogers Megan Cariker Andre Pound Tina Nolde Robert Leslie Starr Fromang
Health Assistant	Jo-Ann Johns Sherry Clark-McFolley
Substitute Teacher Assistant	Sevon Baker
<b><u>Literacy in the Lagoon</u></b>	
<b>Teacher</b>	<b>Jennifer Alderton Heather Thompson Jennifer Freeland Carlene Howle Elizabeth Barth</b>
<b>Program Facilitator</b>	<b>Lisa Mucci</b>
<b>Substitute Teacher</b>	<b>Kendra Bielefeld</b>
<b><u>All Summer Programs</u></b>	
<b>Substitute Teacher</b>	<b>Alison Moody Chantal Shaw Keith Hinton</b>
<b>Substitute Teacher Assistant</b>	<b>Sevon Baker</b>

19. Attached is a job description for the new position of Parts Expeditor.

## SCHOOL DISTRICT OF INDIAN RIVER COUNTY

### PARTS EXPEDITOR

#### JOB DESCRIPTION

#### QUALIFICATIONS:

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

#### KNOWLEDGE, SKILLS AND ABILITIES:

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

#### REPORTS TO:

Plant Supervisor - Technical

#### JOB GOAL

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

#### SUPERVISES:

N/A

#### PERFORMANCE RESPONSIBILITIES:

##### Service Delivery

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

**PARTS EXPEDITOR (Continued)**

- \* (9) Review activity of stock items and determine what should be phased out.
- \* (10) Prepare obsolete parts to be sold at auction.
- \* (11) Assemble, pack and arrange for transport of materials.
- \* (12) Prepare and complete all work orders and records as necessary.
- \* (13) Properly store all parts according to size and demand.
- \* (14) Maintain parts room in a clean and orderly way.
- \* (15) Demonstrate initiative in the performance of assigned responsibilities.
- \* (16) **Establish and maintain a data base of all equipment and material warranties**

**Employee Qualities/Responsibilities**

- \* (17) Meet and deal effectively with staff members and other contact persons using tact and good judgment.
- \* (18) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- \* (19) Ensure adherence to good safety standards.
- \* (20) Maintain confidentiality regarding school/workplace matters.
- \* (21) Model and maintain high ethical standards.
- \* (22) Maintain knowledge and skills in assigned area to fulfill position goals and objectives.
- \* (23) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

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

- \* (24) Exercise service orientation when working with others.
- \* (25) Keep supervisor informed of potential problems or unusual events.
- \* (26) Use effective, positive interpersonal communication skills.
- \* (27) Respond to inquiries and concerns in a timely manner.

**System Support**

- \* (28) Exhibit interpersonal skills to work as an effective team member.
- \* (29) Follow federal and state laws as well as School Board policies, rules and regulations.
- \* (30) Demonstrate support for the school district and its goals and priorities.
- \* (31) Demonstrate initiative in identifying potential problems or opportunities for improvement.
- \* (32) Prepare or assist in the preparation of all required reports and maintain all appropriate records.  
Perform other tasks consistent with the goals and objectives of this position.

\*Essential Performance Responsibilities

**PHYSICAL REQUIREMENTS:**

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

Job Description Supplement 01

**TERMS OF EMPLOYMENT:**

Support Personnel                      Pay Grade 10                      254 day contract (12 months)

**EVALUATION:**

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

PARTS EXPEDITOR (Continued)

# The School District of Indian River County

The Superintendent recommends Board approval for the following Budget Amendment for the fiscal year ending June 30, 2015

## Debt Service- Amendment # 2

Budget amended as of February 28, 2015

### Estimated Revenue:

Increase from Refunding of 2005 COP; Proceeds of 2014 Issue	
Face Value of 2014 Certificates of Partici	\$ 45,455,000.00
Premium on Issue of 2014 COP	7,177,668.10
	<u>\$ 52,632,668.10</u>

Net Increase in Revenue Budget \$ 52,632,668.10

### Expenditure Budget:

Increase in budget for expenses for settlement charges on 2014 Refunding	\$ 407,590.79
Increase in budget for interest expense on the 2014 COP-Jan 2015	<u>\$ 256,756.79</u>
Net change in expenditure budget	<u>\$ 664,347.58</u>

### Fund Balance:

Net Increase in fund balance for Debt Service Funds \$ 51,968,320.52

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CBA

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
2014-2015 AMENDMENT No. 2  
DEBT SERVICE

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
Totals		21,802,496.81	52,632,668.10	0.00	74,435,164.91
Federal Interest Subsidy	3199	1,413,472.06		0.00	1,413,472.06
SBE / COBI Bond Receipts	3322/3326	201,202.55	0.00	0.00	201,202.55
Interest on Investments	3431	4,000.00	0.00	0.00	4,000.00
Transfer from Capital Projects	3630	10,465,995.80	0.00	0.00	10,465,995.80
Proceeds from Refunding of Bonds	3750/3792	0.00	52,632,668.10	0.00	52,632,668.10
Fund Balance	2750	9,717,826.40	0.00	0.00	9,717,826.40
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Redemption of Principal	9200-710	5,319,000.00	0.00	0.00	5,319,000.00
Interest Expense	9200-720	5,960,627.67	256,756.79	0.00	6,217,384.46
Dues & Fees	9200-730	15,000.00	0.00	0.00	15,000.00
Contracted Services-Settlement Costs	9200-3100	0.00	407,590.79		407,590.79
Transfer to Capital Projects	9200-930	0.00	0.00	0.00	0.00
Fund Balance	9700-970	10,507,869.14	51,968,320.52	0.00	62,476,189.66
Totals		21,802,496.81	52,632,668.10	0.00	74,435,164.91

Adopted By Board: April 28, 2015

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

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*CBA*

# The School District of Indian River County

The Superintendent recommends Board approval for the following Budget Amendment for the fiscal year ending June 30, 2015

## Debt Service- Amendment # 3

Budget amended as of March 31, 2015

### Estimated Revenue:

Net decrease in Capital Transfer for Debt Service payments:

2005 Certificate of Participation-refunded	\$	(2,430,843.61)
2007 Certificate of Participation		(2,036.11)
2014 Certificate of Participation		1,993,981.79
2010 QSCB		1,523.14
	\$	<u>(437,374.79)</u>

Net Decrease in Revenue Budget \$ (437,374.79)

### Expenditure Budget:

Net decrease in Debt Service payments due for Principal & Interest

2005 Certificate of Participation-refunded	\$	(2,353,523.76)
2014 Certificate of Participation		1,993,981.79
	\$	<u>(359,541.97)</u>

Net Decrease in Expenditure Budget \$ (359,541.97)

### Fund Balance:

Net Decrease in fund balance for Debt Service Funds \$ (77,832.82)

CBN

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 2014-2015 AMENDMENT No. 3  
 DEBT SERVICE

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
Totals		74,435,164.91	0.00	437,374.79	73,997,790.12
Federal Interest Subsidy	3199	1,413,472.06		0.00	1,413,472.06
SBE / COBI Bond Receipts	3322/3326	201,202.55	0.00	0.00	201,202.55
Interest on Investments	3431	4,000.00	0.00	0.00	4,000.00
Transfer from Capital Projects	3630	10,465,995.80	0.00	437,374.79	10,028,621.01
Proceeds from Refunding of Bonds	3750/3792	52,632,668.10	0.00	0.00	52,632,668.10
Fund Balance	2750	9,717,826.40	0.00	0.00	9,717,826.40
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Redemption of Principal	9200-710	5,319,000.00	610,000.00	0.00	5,929,000.00
Interest Expense	9200-720	6,217,384.46	0.00	969,541.97	5,247,842.49
Dues & Fees	9200-730	15,000.00	0.00	0.00	15,000.00
Contracted Services-Settlement Costs	9200-310	407,590.79	0.00		407,590.79
Transfer to Capital Projects	9200-930	0.00	0.00	0.00	0.00
Fund Balance	9700-970	62,476,189.66	0.00	77,832.82	62,398,356.84
Totals		74,435,164.91	610,000.00	1,047,374.79	73,997,790.12

Adopted By Board: April 28, 2015

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 District Superintendent's Signature

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 CBA



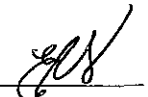
FLORIDA DEPARTMENT OF EDUCATION  
 FINANCIAL MANAGEMENT SECTION  
 AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2014-2015

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 AMENDMENT No. 2 Consolidated - November 1, 2014 through March 31, 2015  
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		41,966,575.28	572,005.63	11,500.00	42,527,080.91
Other Federal Direct	3199	0.00	38,079.71	0.00	38,079.71
CO & DS Distributed	3321	68,705.00	0.00	0.00	68,705.00
Interest on Undistributed CO & DS	3325	0.00	0.00	0.00	0.00
PECO Funds	3391	321,266.00	0.00	0.00	321,266.00
Charter School Capital Outlay	3397	1,026,397.00	0.00	0.00	1,026,397.00
Miscellaneous State Source	3399	30,000.00	17,363.48	11,500.00	35,863.48
Local Capital Improvement Tax	3413	20,661,036.07	0.00	0.00	20,661,036.07
Tax Redemptions	3421	0.00	0.00	0.00	0.00
Interest on Investments	3431	31,494.86	1,327.54	0.00	32,822.40
Miscellaneous Local Sources	3490	7,887.00	65,270.90	0.00	73,157.90
Impact Fees	3496	386,433.00	449,964.00	0.00	836,397.00
Transfer from Debt Service	3620	0.00	0.00	0.00	0.00
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00
Fund Equity	2700	19,433,356.35	0.00	0.00	19,433,356.35
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	13,433,710.49	478,953.13	15,010.71	13,897,652.91
Furniture / Fixtures / Equipment	7400 - 640	1,479,884.46	90,579.12	12,545.81	1,557,917.77
Motor Vehicles	7400 - 650	850,553.61	70,239.71	114,753.85	806,039.47
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	2,181,355.45	580,168.63	5,321.00	2,756,203.08
Remodeling & Renovations	7400 - 680	8,928,678.47	66,591.90	141,020.70	8,854,249.67
Computer Software	7400 - 690	100,000.00	0.00	0.00	100,000.00
Transfer to General Fund	9700 - 910	4,526,397.00	0.00	0.00	4,526,397.00
Transfer to Debt Service Fund	9700 - 920	10,465,995.80	0.00	437,374.79	10,028,621.01
Restricted Fund Balance	2700	0.00	0.00	0.00	0.00
<b>Totals</b>		41,966,575.28	1,286,532.49	726,026.86	42,527,080.91

Adopted By Board: \_\_\_\_\_ April 28, 2015

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 District Superintendent's Signature

  
 4-14-15

FLORIDA DEPARTMENT OF EDUCATION  
 FINANCIAL MANAGEMENT SECTION  
 AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2014-2015

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 AMENDMENT No. 2 COBI Bonds - November 1, 2014 through March 31, 2015  
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		4,898.00	0.00	0.00	4,898.00
Other Federal Direct	3199	0.00	0.00	0.00	0.00
CO & DS Distributed	3321	0.00	0.00	0.00	0.00
Interest on Undistributed CO & DS	3325	0.00	0.00	0.00	0.00
PECO Funds	3391	0.00	0.00	0.00	0.00
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00
Tax Redemptions	3421	0.00	0.00	0.00	0.00
Interest on Investments	3430	0.00	0.00	0.00	0.00
Miscellaneous Local Sources	3490	0.00	0.00	0.00	0.00
Impact Fees	3496	0.00	0.00	0.00	0.00
Transfer from Debt Service	3620	0.00	0.00	0.00	0.00
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00
Fund Equity	2700	4,898.00	0.00	0.00	4,898.00
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	0.00	0.00	0.00	0.00
Furniture / Fixtures / Equipment	7400 - 640	0.00	0.00	0.00	0.00
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0.00
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	0.00	4,898.00	0.00	4,898.00
Remodeling & Renovations	7400 - 680	4,898.00	0.00	4,898.00	0.00
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	0.00	0.00	0.00	0.00
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0.00	0.00
Restricted Fund Balance	2700	0.00	0.00	0.00	0.00
<b>Totals</b>		4,898.00	4,898.00	4,898.00	4,898.00

Adopted By Board: \_\_\_\_\_ April 28, 2015

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

*[Handwritten Signature]*  
 4-14-15

FLORIDA DEPARTMENT OF EDUCATION  
 FINANCIAL MANAGEMENT SECTION  
 AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2014-2015

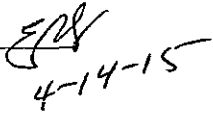
SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 AMENDMENT No. 2 PECO - November 1, 2014 through March 31, 2015  
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		321,266.00	0.00	0.00	321,266.00
Other Federal Through State	3290	0.00	0.00	0.00	0.00
CO & DS Distributed	3321	0.00	0.00	0.00	0.00
Interest on Undistributed CO & DS	3325	0.00	0.00	0.00	0.00
PECO Funds	3391	321,266.00	0.00	0.00	321,266.00
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00
Tax Redemptions	3421	0.00	0.00	0.00	0.00
Interest on Investments	3431	0.00	0.00	0.00	0.00
Miscellaneous Local Sources	3490	0.00	0.00	0.00	0.00
Transfer from Debt Service	3490	0.00	0.00	0.00	0.00
Impact Fees	3496	0.00	0.00	0.00	0.00
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00
Fund Equity	2700	0.00	0.00	0.00	0.00

APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	0.00	0.00	0.00	0.00
Furniture / Fixtures / Equipment	7400 - 640	0.00	0.00	0.00	0.00
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0.00
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	12,326.00	16,156.25	0.00	28,482.25
Remodeling & Renovations	7400 - 680	308,940.00	0.00	16,156.25	292,783.75
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	0.00	0.00	0.00	0.00
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0.00	0.00
Restricted Fund Balance	2700	0.00	0.00	0.00	0.00
<b>Totals</b>		321,266.00	16,156.25	16,156.25	321,266.00

Adopted By Board: \_\_\_\_\_ April 28, 2015

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

\_\_\_\_\_  

 4-14-15

FLORIDA DEPARTMENT OF EDUCATION  
 FINANCIAL MANAGEMENT SECTION  
 AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2014-2015

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 AMENDMENT No. 2 CO/DS - November 1, 2014 through March 31, 2015  
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		213,554.34	0.00	0.00	213,554.34
Other Federal Direct	3199	0.00	0.00	0.00	0.00
CO & DS Distributed	3321	68,705.00	0.00	0.00	68,705.00
Interest on Undistributed CO & DS	3325	0.00	0.00	0.00	0.00
PECO Funds	3391	0.00	0.00	0.00	0.00
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00
Tax Redemptions	3421	0.00	0.00	0.00	0.00
Interest on Investments	3430	0.00	0.00	0.00	0.00
Miscellaneous Local Sources	3490	0.00	0.00	0.00	0.00
Impact Fees	3496	0.00	0.00	0.00	0.00
Transfer from Debt Service	3620	0.00	0.00	0.00	0.00
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00
Fund Equity	2700	144,849.34	0.00	0.00	144,849.34
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	0.00	0.00	0.00	0.00
Furniture / Fixtures / Equipment	7400 - 640	0.00	0.00	0.00	0.00
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0.00
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	1,477.00	0.00	1,321.00	156.00
Remodeling & Renovations	7400 - 680	212,077.34	1,321.00	0.00	213,398.34
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	0.00	0.00	0.00	0.00
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0.00	0.00
Restricted Fund Balance	2700	0.00	0.00	0.00	0.00
<b>Totals</b>		213,554.34	1,321.00	1,321.00	213,554.34

Adopted By Board: \_\_\_\_\_ April 28, 2015

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

*EPJ*  
 4-14-15

FLORIDA DEPARTMENT OF EDUCATION  
 FINANCIAL MANAGEMENT SECTION  
 AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2014-2015

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 AMENDMENT No. 2 Local Capital Improvement Tax -- Florida Statute 1011.71 (2) - November 1, 2014 through March 31, 2015  
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		36,713,631.24	529.67	0.00	36,714,160.91
Other Federal Direct	3199	0.00	0.00	0.00	0.00
CO & DS Distributed	3321	0.00	0.00	0.00	0.00
Interest on Undistributed CO & DS	3325	0.00	0.00	0.00	0.00
PECO Funds	3391	0.00	0.00	0.00	0.00
Charter School Capital Outlay	3397	0.00	0.00	0.00	0.00
Miscellaneous State Source	3399	0.00	0.00	0.00	0.00
Local Capital Improvement Tax	3413	20,661,036.07	0.00	0.00	20,661,036.07
Tax Redemptions	3421	0.00	0.00	0.00	0.00
Interest on Investments	3431	30,985.14	529.67	0.00	31,514.81
Miscellaneous Local Sources	3490	0.00	0.00	0.00	0.00
Impact Fees	3496	0.00	0.00	0.00	0.00
Transfer from Debt Service	3620	0.00	0.00	0.00	0.00
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00
Fund Equity	2700	16,021,610.03	0.00	0.00	16,021,610.03
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	10,635,517.93	22,931.26	0.00	10,658,449.19
Furniture / Fixtures / Equipment	7400 - 640	1,296,356.84	90,579.12	0.00	1,386,935.96
Motor Vehicles	7400 - 650	803,840.00	0.00	114,753.85	689,086.15
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	2,129,665.45	559,114.38	0.00	2,688,779.83
Remodeling & Renovations	7400 - 680	7,782,255.22	0.00	119,966.45	7,662,288.77
Computer Software	7400 - 690	100,000.00	0.00	0.00	100,000.00
Transfer to General Fund	9700 - 910	3,500,000.00	0.00	0.00	3,500,000.00
Transfer to Debt Service Fund	9700 - 920	10,465,995.80	0.00	437,374.79	10,028,621.01
Restricted Fund Balance	2700	0.00	0.00	0.00	0.00
<b>Totals</b>		36,713,631.24	672,624.76	672,095.09	36,714,160.91

Adopted By Board: \_\_\_\_\_ April 28, 2015

\_\_\_\_\_  
 District Superintendent Signature

*JSB*  
 4-14-15

FLORIDA DEPARTMENT OF EDUCATION  
 FINANCIAL MANAGEMENT SECTION  
 AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2014-2015

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 AMENDMENT No. 2 Other Capital Funds - November 1, 2014 through March 31, 2015  
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		4,713,225.70	571,475.96	11,500.00	5,273,201.66
Other Federal Direct	3199	0.00	38,079.71	0.00	38,079.71
CO & DS Distributed	3321	0.00	0.00	0.00	0.00
Interest on Undistributed CO & DS	3325	0.00	0.00	0.00	0.00
PECO Funds	3391	0.00	0.00	0.00	0.00
Charter School Capital Outlay	3397	1,026,397.00	0.00	0.00	1,026,397.00
Miscellaneous State Source	3399	30,000.00	17,363.48	11,500.00	35,863.48
Local Capital Improvement Tax	3413	0.00	0.00	0.00	0.00
Tax Redemptions	3421	0.00	0.00	0.00	0.00
Interest on Investments	3431	509.72	797.87	0.00	1,307.59
Miscellaneous Local Sources	3490	7,887.00	65,270.90	0.00	73,157.90
Impact Fees	3496	386,433.00	449,964.00	0.00	836,397.00
Transfer from Debt Service	3620	0.00	0.00	0.00	0.00
Sale of State Board of Education Bonds	3711	0.00	0.00	0.00	0.00
Fund Equity	2700	3,261,998.98	0.00	0.00	3,261,998.98
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	2,798,192.56	456,021.87	15,010.71	3,239,203.72
Furniture / Fixtures / Equipment	7400 - 640	183,527.62	0.00	12,545.81	170,981.81
Motor Vehicles	7400 - 650	46,713.61	70,239.71	0.00	116,953.32
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	37,887.00	0.00	4,000.00	33,887.00
Remodeling & Renovations	7400 - 680	620,507.91	65,270.90	0.00	685,778.81
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
Transfer to General Fund	9700 - 910	1,026,397.00	0.00	0.00	1,026,397.00
Transfer to Debt Service Fund	9700 - 920	0.00	0.00	0.00	0.00
Restricted Fund Balance	2700	0.00	0.00	0.00	0.00
<b>Totals</b>		4,713,225.70	591,532.48	31,556.52	5,273,201.66

Adopted By Board: \_\_\_\_\_ April 28, 2015

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 District Superintendent's Signature

*EW*  
 4-14-15

School District of Indian River County  
 Amendment to District School Budget FY 2014-2015  
 Amendment # 2. – Capital Projects Fund

Estimated Revenue:

During the period November 1, 2014 through March 31, 2015, there was a net increase of \$560,506 in Estimated Revenue. This was composed of the following:

1. Amendment of Federal Fuel Tax Credit	\$ 38,080
2. Amendment of proceeds from State of Florida of antitrust suit For LDC panels	17,363
3. Reduction in Estimated Revenue from State Fuel Tax Refunds	(11,500)
4. Amendment of interest in funds to cover miscellaneous projects	1,328
5. Amendment of FPL Rebates	65,271
6. Amendment of Impact Fees received during the period	<u>449,964</u>
 Total increase in Estimated Revenue	 \$ 560,506

Major Changes in Appropriations:

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

Decrease budget in Safety to Health	\$( 19,992)
Decrease budget in Oslo Middle Thermal Energy Storage Cleanup	( 111,374)
Increase new budget for Drainage project at Beachland Elementary	131,366
 Decrease budget in Portable Leasing	 ( 300,000)
Increase new budget for Treasure Coast Elementary Parking Lot Project	300,000
 Decrease in budget for Buses and Motor Vehicles	 ( 110,914)
Increase new budget to Relocate buses to Sebastian River High School ROTC compound	110,914
 Decrease Budget in Transfer to Debt Service – Reduction in transfer for debt service due to refunding and Refinancing of the 2005 Series Certificates of Participation	  (437,375)

Reallocate funds to the following projects:

*gcf*  
4-14-15

School District of Indian River County  
Amendment to District School Budget FY 2014-2015  
Amendment # 2. – Capital Projects Fund

Page 2.

Safety to Life, for cameras and fencing	100,000
Rehabilitation of Pelican Island Elementary, new project	312,000
Treasure Coast Elementary Classrooms project and Fellsmere Elementary Cafeteria and Classrooms project Attestation services	25,375

Other Capital Funds:

Amendment of Impact Fees and interest received in during the period to Citrus Additional Classrooms	450,762
Amendment of FPL Rebate to Glendale FAFCO Tank Replacement	57,000
Amendment of FPL Rebate to Districtwide Chiller Replacement	8,271
Amendment of Settlement of antitrust suit for LCD panels to Technology	17,363
Amendment of IRS Fuel Tax Credit to Transportation Furniture & Equipment	38,080
Reduction in budget for decrease in fuel tax rebate estimated revenue In Paving and Walkways and Sidewalks	(11,500)

Other changes in object codes in Appropriations in all other funds were due to refining of the coding of projects during the period.

*gpf*  
4-14-15



Beachland Elementary School

3350 Indian River Drive East  
Vero Beach, Florida 32963-1799

Telephone: (772) 564-3300

FAX: (772) 564-3350

Caroline Barker  
Principal

Susan Del Tufo  
Assistant Principal

March 27, 2015

{To}: School Board Members

{From}: Caroline Barker, Principal

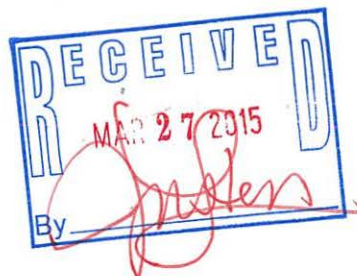
Regarding: Beachland PTA Donation

Beachland Elementary received \$1,000.00 from our PTA to fund fifth grade promotion and end of year supplies.

Funds were deposited into Beachland's Internal accounts - Grade 5 Graduation.

  
Caroline Barker, Principal

CB/br



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



Kathleen Goldstein - Principal

Janice McCord - Assistant Principal

Date: April 6, 2015  
To: School Board Members  
From: Kathleen Goldstein  
Regarding: *Request for Approval of Donation*

A donation in the amount of \$2,896.72 was received from OMS PTA. The funds are going to be used for our art room student supplies.

These funds were deposited into Osceola Magnet Elementary School's internal trust fund account entitled Art Department (5000.00).

Kathleen Goldstein  
Principal of Osceola Magnet Elementary School



Staff and students exploring this wide, wonderful world together"

# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

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

Date : March 24, 2015  
To : School Board Members  
From : Todd Racine, Principal  
Sebastian River High School  
Regarding: Donation

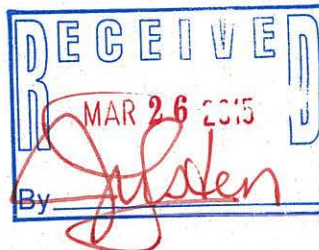
A donation of \$1,000.00 was received from Colin Joseph . The funds were donated to Sebastian River High School's Heather Anderson racing bike fund.

The funds will be used for purchasing a racing wheelchair for former student Heather Anderson, class of 1998, who was tragically injured in an automobile accident in 2014 and became a paraplegic.

The funds were deposited into internal account, Heather Anderson wheelchair.

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



School District of Indian River County

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SURPLUS PROPERTY RECORDS ACT  
AUCTION ITEMS - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT		CURR VAL	GL	FUND	SERIAL	ACQ					
			ORIG VAL	ACCUM DEPR					ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
00060036	PIANO	SYNTHESIZER	1,170.00	1,170.00	.00	1340	530	6A02768053	01/08/1988	02265	9999	00	ACT1	BD
00068037	CLOTHES DRYER	SPEEDQUEEN INDU	1,839.00	1,839.00	.00	1340	530	STCK95040173	05/08/1995	61362	9999	00	ACT1	00
00068038	CLOTHES DRYER	SPEEDQUEEN INDU	1,839.00	1,839.00	.00	1340	530	STCK95040173	05/08/1995	61362	9999	00	ACT1	00
00081130	MANITOWOC ICE M	STYLE AIR COOLE	2,837.70	2,837.70	.00	1340	541	030920378	10/20/2003	00404508	9999	00	ACT1	FS
00083848	MANTITMUS2 W/O	EYE VISION TEST	1,515.25	1,515.25	.00	1340	530	CS-59750	09/11/2006	00700365	9999	00	ACT1	
00085070	DELTA 12" RADIA	12"X5 2HP MOTOR	2,099.00	851.26	1,247.74	1340	530	06L22785	06/30/2008	00809113	9999	00	ACT1	
00086338	TEK-465 15" SCR	POS TOUCH COMPU	1,237.00	1,092.69	144.31	1383	541	J701525818	02/26/2010	01002756	9999	00	ACT1	FS
00086740	ELO 17B2 COMPUT	ALL IN ONE TOUC	1,090.06	508.70	581.36	1383	541	L11Q001127	03/09/2012	01203973	9999	00	ACT1	FS
00086742	ELO 17B2 COMPUT	ALL IN ONE TOUC	1,090.06	508.70	581.36	1383	541	L11Q001133	03/09/2012	01203973	9999	00	ACT1	FS
00086745	ELO 17B2 COMPUT	ALL IN ONE TOUC	1,090.06	508.70	581.36	1383	541	K17Q000109	03/09/2012	01203973	9999	00	ACT1	FS
00086748	ELO 17B2 COMPUT	ALL IN ONE TOUC	1,090.06	508.70	581.36	1383	541	Q000084	03/09/2012	01203973	9999	00	ACT1	FS
00086752	ELO 17B2 COMPUT	ALL IN ONE TOUC	1,090.06	508.70	581.36	1383	541	L11Q001145	03/09/2012	01203973	9999	00	ACT1	FS
00086754	ELO 17B2 COMPUT	ALL IN ONE TOUC	1,090.06	508.70	581.36	1383	541	J11Q000989	03/09/2012	01203973	9999	00	ACT1	FS
00086755	ELO 17B2 COMPUT	ALL IN ONE TOUC	1,090.06	508.70	581.36	1383	541	L11Q001147	03/09/2012	01203973	9999	00	ACT1	FS
00086762	ELO 17B2 COMPUT	ALL IN ONE TOUC	1,090.06	508.70	581.36	1383	541	L11Q001146	03/09/2012	01203973	9999	00	ACT1	FS
00086763	ELO 17B2 COMPUT	ALL IN ONE TOUC	1,090.06	508.70	581.36	1383	541	L11Q001130	03/09/2012	01203973	9999	00	ACT1	FS
00086769	ELO 17B2 COMPUT	ALL IN ONE TOUC	1,090.06	508.70	581.36	1383	541	L11Q001141	03/09/2012	01203973	9999	00	ACT1	FS
00086770	ELO 17B2 COMPUT	ALL IN ONE TOUC	1,090.06	508.70	581.36	1383	541	K1Q000093	03/09/2012	01203973	9999	00	ACT1	FS
00086797	ELO 17B2 COMPUT	ALL IN ONE TOUC	1,090.06	508.70	581.36	1383	541	K11Q000105	03/30/2012	01203973	9999	00	ACT1	FS
00086798	ELO 17B2 COMPUT	ALL IN ONE TOUC	1,090.06	508.70	581.36	1383	541	K11Q000116	03/30/2012	01203973	9999	00	ACT1	FS
00086801	ELO 17B2 COMPUT	ALL IN ONE TOUC	1,090.06	508.70	581.36	1383	541	K11Q000117	03/30/2012	01203973	9999	00	ACT1	FS
TOTAL			21 RECORDS	27,797.79	18,266.70	9,531.09								

\* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

SURPLUS PROPERTY RECORDS RCY  
EQUIPMENT TO RECYCLE - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT		CURR VAL	GL	FUND	SERIAL	ACQ					
			ORIG VAL	ACCUM DEPR					ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
00069765	PRINTER	*NIC HP LASERJET 5MP	1,359.71	1,359.71	.00	1383	530	USFB037412	11/30/1995	68400	9999	00	RCY1	00
00073109	ICE MACHINE	SO MANITOWOC-W/BIN	1,937.93	1,937.93	.00	1340	530	990861896	09/30/1999	00021662	9999	00	RCY1	
00076988	HP LASERJET 410	PRINTER	1,355.45	1,355.45	.00	1383	500	USGJ16259	10/15/2001	00203874	9999	AM	RCY1	
00077037	SONY LCD 18.1"	DISPLAY	1,099.00	1,099.00	.00	1383	541	0407549	11/09/2001	00204943	9999	00	RCY1	FS
00079385	DELL LATITUDE C	P4,2.4GHZ	2,551.00	2,551.00	.00	1383	530	CG76C21	02/10/2003	00306883	9999	00	RCY1	
00079527	XEROX PHASER LA	PRINTER	1,250.00	1,250.00	.00	1383	530	LDT008060	03/24/2003	00306568	9999	RL	RCY1	
00080122	POWERSHIELD 136T	200/400GB,RACK	19,446.00	19,446.00	.00	1383	530	D44HC31	09/22/2003	00402364	9999	00	RCY1	NT
00080627	OPTIPLEX GX270T	DESKTOP BASE	1,365.00	1,365.00	.00	1383	530	B5Z6V31	12/08/2003	00406331	9999	00	RCY1	
00080687	VAL-6500-630PTZ	TILT/ZOOM W/FLA	4,049.00	4,049.00	.00	1340	530	109187	09/22/2003	00402302	9999	00	RCY1	
00081028	OPTIPLEX GX270	CACHE GIGABIT N	.00	.00	.00	1370	530	HJTLG41	05/28/2004	00408440	9999	00	RCY1	
00081028	OPTIPLEX GX270	CACHE GIGABIT N	1,335.88	1,335.88	.00	1383	530	HJTLG41	05/28/2004	00408440	9999	00	RCY1	
00081366	66X30 PENINSULA	KEYBOARD TRAY F	1,024.88	1,024.88	.00	1340	530		04/23/2004	00408690	9999	00	RCY1	
00082036	DELL LATITUDE D	DRIVE DC-ROM WI	1,523.41	1,523.41	.00	1383	500	6SZ5B71	05/09/2005	00509772	9999	00	RCY1	ES
00082350	HP PROLIANT ML3	PETE JACKSON	3,627.01	3,627.01	.00	1383	530	USE537N3KG	10/10/2005	00603217	9999	00	RCY1	
00082448	HP COLOR LASER	4650N PRINTER	1,769.00	1,769.00	.00	1383	500	JPKAC33784	12/12/2005	00605232	9999	00	RCY1	
00082450	PROLIANT ML350	HOT PLUG SCSI T	3,787.01	3,787.01	.00	1383	530	USE548NOGN	12/21/2005	00604757	9999	00	RCY1	
00082669	DELL LATITUDE D	R 90 WATT FOR D	1,896.00	1,896.00	.00	1383	530	JCBJN91	04/10/2006	00608278	9999	00	RCY1	
00082708	LATITUDE D610 P	60 GB HARD DRIV	1,846.00	1,846.00	.00	1383	530	51F8W91	05/22/2006	00609635	9999	00	RCY1	
00083380	HP COLOR LASER	PRINTER	1,769.00	1,769.00	.00	1383	500	JPLLB20331	10/23/2006	00702299	9999	AM	RCY1	
00083526	DELL LATITUDE D	LAPTOP FOR-KRIS	1,709.00	1,709.00	.00	1383	500	GSMHYB1	11/06/2006	00703965	9999	00	RCY1	
00083984	HP WRKSTN LP206	FLAT PANEL MONI	2,128.00	2,128.00	.00	1383	530	ZUA714ODX8	06/21/2007	00707517	9999	00	RCY1	
00084220	HP WORKSTATION	2 DUO E6300 1.8	1,399.00	1,399.00	.00	1383	530	ZUA726OXMB	06/30/2007	00710891	9999	00	RCY1	FS
00084223	HP WORKSTATION	2 DUO E6300 1.8	1,399.00	1,399.00	.00	1383	530	ZUA726OXMC	06/30/2007	00710891	9999	00	RCY1	FS
00085928	GX1000 POINT OF	TERMINAL/FOOD S	.00	.00	.00	1340	530	2GH2WH1	09/14/2009	00907960	9999	00	RCY1	FS
00085928	GX1000 POINT OF	TERMINAL/FOOD S	1,815.00	1,754.50	60.50	1383	530	2GH2WH1	09/14/2009	00907960	9999	00	RCY1	FS
00085952	GX MANAGER WORK	TOUCH SCREEN MO	.00	.00	.00	1340	530	37T1WH1	09/14/2009	00907960	9999	00	RCY1	FS
00085952	GX MANAGER WORK	TOUCH SCREEN MO	1,045.00	1,010.17	34.83	1383	530	37T1WH1	09/14/2009	00907960	9999	00	RCY1	FS
00086344	DRAPER QPREMIER	ELECTRIC SCREEN	3,743.75	3,369.37	374.38	1340	530	N/A	01/11/2010	00908090	9999	00	RCY1	
00086364	DALITE 150" DIA	ELECTRIC SCREEN	2,413.56	2,172.20	241.36	1340	530	N/A	01/11/2010	00908090	9999	00	RCY1	
TOTAL			29 RECORDS	68,643.59	67,932.52	711.07								

\* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER



## The WeatherSTEM Donation Program \* Memorandum of Understanding \*

Thank you for your interest in becoming a WeatherSTEM Donation Site. WeatherSTEM is a fun and educational program that benefits your entire community. This high-level document helps explain the WeatherSTEM Donation Program.

We would be donating a program called **Weather Compass** that combines a number of products and services to create a well-rounded weather experience.

The components of Weather Compass are as follows:

- Full-service weather station including agricultural sensors
- Cloud camera
- Custom web portal that displays your weather data and images along with a host of useful, engaging weather-related educational resources
- Customized Facebook and Twitter pages updated by your weather station

In addition, we provide the following services:

- Physical installation of the instruments and cloud camera
- Configuration of the devices into your network
- On-site instructional session teaching your key stakeholders how to get the most out of WeatherSTEM
- Ongoing parts replacement and technical support of the system

The value of the above products and services is approximately \$5,000. This is a 100% donation and there are no costs to your organization.

What we ask of you:

- Promote WeatherSTEM to your stakeholders and your community through grassroots efforts such as word-of-mouth, social media posts, press releases, newsletters, and links on your website
- Make sure the WeatherSTEM components have the necessary power and internet connections they require for operation at all times
- Assist WeatherSTEM in troubleshooting (rare) when any of the installed components are malfunctioning and follow any reasonable instructions to correct
- If possible, have a maintenance or facilities staff member assist with any minor drilling or cabling that needs to occur during the installation process
- If possible, have an IT staff member familiar with your network on hand during installation to assist with connecting the WeatherSTEM devices to your network

Elizabeth Treavelle 4/21/15  
Principal – Dodgertown ES / Date

Edward B. Mansouri April 21, 2015  
WeatherSTEM CEO, Ed Mansouri / Date

\_\_\_\_\_  
Indian River School Board Chair / Date



Contact: Peter Birtolo  
Tel: (850) 297-1800 x 712  
E-mail: pbirtolo@weatherstem.com

#### WEATHERSTEM ANNOUNCES WEATHER STATION DONATIONS AT FETC

**TALLAHASSEE, FL (February 11, 2015)** – WeatherSTEM has announced plans to donate one complete WeatherSTEM system to each county in Florida. The announcement was made at FETC during the annual technology conference held in Orlando.

Mr. Edward Mansouri, founder of WeatherSTEM, shared plans to install at least one WeatherSTEM Package in each of Florida's 67 counties by the end of 2015. The company is now accepting nominations for the 24 counties that do not currently have a WeatherSTEM unit or an agreement for future installation. The full list of counties can be found at: <http://florida.weatherstem.com/giveaway.html>, and an announcement of the selected donation locations is expected by the end of February.

The 67 units will facilitate many collaborative opportunities across all grade levels throughout the state. Each installation will include a school weather station, a weather website, unique sky video, data mining tools, a curriculum library, weather safety notifications, and social alerts via Facebook and Twitter pages. WeatherSTEM is destined to become the most readily connected weather network in the world.

The experienced audience of educators and administrators at FETC seemed genuinely excited about the WeatherSTEM message of bringing the world around us into classrooms. The concept of live data engaging K12 students with activities, learning objects, and curriculum captured the imagination of many.

#### **About WeatherSTEM:**

WeatherSTEM is an integration of weather stations, collected and distributed atmospheric data, and STEM-based curriculum for grades K-12. WeatherSTEM offers innovative curriculum solutions coupled with superior service, professional training, and support. [www.weatherstem.com](http://www.weatherstem.com).

#### **About FETC:**

For 35 years, FETC has provided educators and administrators the opportunity to explore the integration of technology across the curriculum—from kindergarten to college—through hands-on exposure to the latest hardware, software and successful strategies. [www.fetc.org](http://www.fetc.org).



## **AGREEMENT FOR EXCHANGE OF USE OF FACILITIES AND EQUIPMENT**

This Agreement for Exchange of Use of Facilities and Equipment (hereinafter "Agreement") is made and entered into as of the date last written below, by and between the **CITY OF VERO BEACH, FLORIDA**, a Florida municipal corporation (hereinafter "City"), whose address is 1053 20<sup>th</sup> Place, Vero Beach, Florida 32960, and the **SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, a constitutional subdivision of the State of Florida (hereinafter "District"), whose address is 1990 25<sup>th</sup> Street, Vero Beach, Florida 32960.

### **WITNESSETH:**

**WHEREAS**, City, on behalf of the City of Vero Beach Recreation Department (hereinafter "Recreation Department"), and District desire to enter into this Agreement for each party to provide to the other the use of particular facilities and equipment and to pay related costs, expenses or fees, for certain recreational or school activities and transportation needs; and

**WHEREAS**, the City and the District find that such an arrangement as set out herein is mutually beneficial;

**THEREFORE**, in consideration of the premises and mutual agreements, covenants, and understandings herein contained, together with other good and valuable consideration as provided for herein, the parties agree as follows:

### **1. Use of Facilities & Equipment Provided by City to District**

City shall allow the use by and, except as otherwise provided, shall cover the costs for District to use the following:

- A. The Leisure Square swimming pool from mid-August through mid-November for use by the Vero Beach High School Swim Team for its swimming practices and swimming meets between the hours of 8:00 a.m. and 7:00 p.m.
- B. The Leisure Square swimming pool once in late August/September, once in late December/January, and once in late February/March for use by the Vero Beach High School Rowing Team for swimming tests.
- C. The Riverside Tennis Complex by the Vero Beach High School Tennis Club once annually for matches with St. Edward's School, as coordinated with the Recreation Department.
- D. Bleachers and grandstands during the school year for use by District for school special events and ceremonies between the hours of 8:00 a.m. and 10:00 p.m. City will transport bleachers to and from the school.
- E. If and as availability allows, the District will be permitted the use of City rental facilities during the school year at no rental charge. The cleaning of any such facility after its use will be paid for by District.

- F. District will be responsible to repair any damage to City facilities and equipment used by the District, other than normal wear and tear, that is incurred as a result of such use.

## **2. Use of Facilities & Equipment Provided by District to City**

District shall allow the use by and, except as otherwise provided, shall cover the costs for City to use the following:

- A. Three (3) school buses from late May through mid-August for use by the Vero Beach Recreation Department to transport youths participating in Recreation Department camps between the hours of 7:30 a.m. and 5:30 p.m. Use of the buses shall be for transportation from designated pick-up locations to camp activity sites in Florida for Recreation Department-sponsored programs and the return from such sites to the designated pick-up locations. The District shall cover the fuel costs for the use of such buses; however, such use shall not exceed a combined mileage of the buses of 8,000 miles or actual fuel costs of \$14,000.
- B. It shall be the responsibility of District to inspect all buses prior to service.
- C. It shall be the responsibility of City to provide to the District contact person a dated Mileage Checklist and Log Sheet Report showing the beginning, ending and total mileage traveled by each bus.
- D. City shall, at its own expense, obtain all necessary permits and licenses and pay all fees and taxes required to comply with all local ordinances, state and federal law, rules and regulations applicable to the business to be carried on under this Agreement.
- E. City shall, at its own expense, hire and use off-duty bus drivers employed by District to operate all buses used in accordance with this Agreement.
- F. If and as availability allows, as determined by the District, the City will be permitted the use of one of the District's theaters during the month of December, for the Recreation Department drama program, for a period of four (4) days at three hundred (\$300.00) per day. The cleaning of any such facility after its use will be paid for by City.
- G. City will be responsible to repair any damage, other than normal wear and tear, to a District school bus or facility used by the Recreation Department that is incurred as a result of such use.

## **3. General Conditions**


- A. Each party shall be responsible for providing qualified supervision of its own activities.

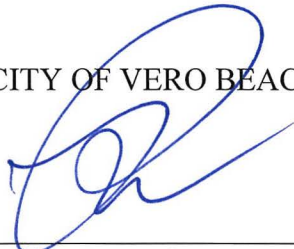
- B. The parties shall maintain liability insurance for their respective property, equipment, and activities. Attached hereto as Exhibit ‘A’ is a copy of a Certificate of Insurance from City. Attached hereto as Exhibit ‘B’ is a copy of a Certificate of Insurance from District. Each party shall exchange copies of renewal certificates annually.
- C. Each party shall indemnify and hold harmless the other party, its agents, officials, and employees from and against any and all claims, liabilities, losses, damage, or causes of action which may arise from any misconduct, negligent act, or omissions of such indemnifying party or any of its respective agents, officers, or employees in connection with the performance of this Agreement. Such indemnification and hold harmless shall be only to the extent allowed by and within the limits of liability provided by section 768.28, Florida Statutes, and shall not otherwise be deemed a waiver of sovereign immunity of either party.
- D. Any matters pertaining to the use of District facilities and equipment should be directed to the Assistant Superintendent of Human Resources and Risk Management for the District. Any matters pertaining to the use of City facilities and equipment should be directed to the Recreation Director for the City.
- E. This Agreement shall be effective for the period June 15, 2015 through June 15, 2016. The following representatives of the parties are hereby authorized to renew this Agreement for additional one (1) year periods by mutual agreement in writing:
 

<p>For City:</p> <p>City Manager            P. O. Box 1389            Vero Beach, FL 32960            Tel.: 772-978-5151</p>	<p>For District:</p> <p>Superintendent            1990 25<sup>th</sup> Street            Vero Beach, FL 32960            Tel.: 772-564-3000</p>
--	---
- F. This Agreement and any renewal hereunder may be executed in one or more counterparts, each of which shall be deemed an original and all which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the date indicated below.

ATTEST:

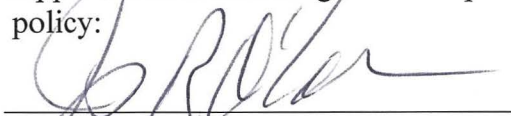
  
 \_\_\_\_\_  
 Tammy K. Vock  
 City Clerk

CITY OF VERO BEACH, FLORIDA  
  
 \_\_\_\_\_  
 Richard G. Winger  
 Mayor

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Wayne R. Coment  
City Attorney

Approved as conforming to municipal policy:

  
\_\_\_\_\_  
James R. O'Connor  
City Manager

Approved as to technical requirements:

  
\_\_\_\_\_  
Rob Slezak  
Recreation Director

SCHOOL DISTRICT OF INDIAN RIVER  
COUNTY

\_\_\_\_\_  
Matthew McCain  
School Board Chairman

\_\_\_\_\_  
Frances J. Adams, Ed.D.  
Superintendent of Schools and School  
Board Secretary

DATE: \_\_\_\_\_

This instrument prepared in the  
Office of the City Attorney  
P. O. Box 1389  
Vero Beach, FL 32961-1389

**CERTIFICATE OF COVERAGE**

**Certificate Holder**

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
1990 25TH STREET  
Vero Beach FL 32960

**Administrator**

Issue Date 02/19/15

Florida League of Cities, Inc.  
Department of Insurance and Financial Services  
P.O. Box 530065  
Orlando, Florida 32853-0065

COVERAGES  
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

**AGREEMENT NUMBER:** FMIT 0617      **COVERAGE PERIOD:** FROM 10/1/14      **COVERAGE PERIOD:** TO 10/1/15 12:01 AM STANDARD TIME

**TYPE OF COVERAGE - LIABILITY**

**General Liability**

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

**Limits of Liability**

\* Combined Single Limit  
Deductible Stoploss \$25,000

**Automobile Liability**

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

**Limits of Liability**

\* Combined Single Limit  
Deductible N/A

**TYPE OF COVERAGE - PROPERTY**

- Buildings**
  - Basic Form
  - Special Form
- Personal Property**
  - Basic Form
  - Special Form
- Agreed Amount
- Deductible \$100,000
- Coinsurance 90%
- Blanket
  - Specific
- Replacement Cost
- Actual Cash Value

**Miscellaneous**

- Inland Marine
- Electronic Data Processing
- Bond

**Limits of Liability on File with Administrator**

**TYPE OF COVERAGE - WORKERS' COMPENSATION**

- Statutory Workers' Compensation
- Employers Liability
  - \$1,000,000 Each Accident
  - \$1,000,000 By Disease
  - \$1,000,000 Aggregate By Disease
- Deductible 25,000
- SIR Deductible N/A

**Automobile/Equipment - Deductible**

- Physical Damage      Per Schedule - Comprehensive - Auto      Per Schedule - Collision - Auto      Per Schedule - Miscellaneous Equipment

**Other**

\* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$2,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

**Description of Operations/Locations/Vehicles/Special Items**

RE: Proof of Coverage

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

**Designated Member**

City of Vero Beach  
PO Box 1389  
Vero Beach FL 32961-1389

**Cancellations**

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/13/2015

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

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

<b>PRODUCER</b> Ascension Benefits & Insurance Solutions of 700 Central Parkway  Stuart FL 34994	<b>CONTACT NAME:</b> Mary Sundeen <b>PHONE (A/C, No, Ext):</b> (772)287-7650 <b>FAX (A/C, No):</b> (772)287-1387 <b>E-MAIL ADDRESS:</b> msundeen@ascensionins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> SCERP - Includes Charlotte; Glades; Hardee; Hendry; Highlands; Indian River; Martin & St. Lucie County School Boards 700 Central Parkway Stuart FL 34994	<b>INSURER A:</b> UnderwritersAtLloydsBRITSyn2987	
	<b>INSURER B:</b> Safety National Casualty	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** CL1452909858      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PK1017614 SIR: \$200K Per Claimant \$300K Per Occurrence as per F.S. 768.28 & \$500K All Other Liability	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PK1017614 SIR: \$200K Per Claimant \$300K Per Occurrence as per F.S. 768.28 & \$500K All Other Liability	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP 4050896	7/1/2014	7/1/2015	WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**RE:** Indian River County School District's use of facilities throughout the City of Vero Beach.

<b>CERTIFICATE HOLDER</b>  City of Vero Beach 1053 20th Place Vero Beach, FL 32960	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  A FL House/SUMA2

**MEMORANDUM OF AGREEMENT BETWEEN  
THE ENVIRONMENTAL LEARNING CENTER  
AND  
THE SCHOOL BOARD OF INDIAN RIVER COUNTY**

Agreement made and entered in Indian River County, Florida this 28th day of April, 2015 by and between the School Board of Indian River hereinafter referred to as the School Board and the Environmental Learning Center, Inc. hereinafter referred to as the ELC.

**PURPOSE**

The purpose of this agreement is to provide the third and fourth grade students of the School Board an environmental education program and to provide limited access of the ELC facility (as identified in this agreement) to the School Board for educational activities to be provided.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions stated, it is understood and agreed to as follows:

1. This contract for Professional Services is effective August 17, 2015 through August 1, 2016.
2. The ELC shall provide the environmental education program for third grade as described in the third grade curricula entitled *Splash*, and attached hereto and incorporated by reference. This is excluding the pre-visits.
3. The ELC shall provide the environmental education program for fourth grade as described in the fourth grade curricula entitled *Lagoon Days*, and attached hereto and incorporated by reference. This is excluding the pre-visits.
4. The ELC shall ensure that both grade level curricula are standards based.
5. The ELC shall provide a teacher orientation for third and fourth grade teachers prior to the start of the environmental education program for each grade level.
6. It shall be the obligation of the ELC to provide use of the facility and campus free of charge to the School District for 5 weekdays to be used for teacher in-service training and/or summer youth camp. Said weekdays will be scheduled 30 days in advance and agreed to by the School Board and the ELC.

7. The ELC will be responsible for recording the contact with students of the School Board. A statement of the services rendered by the ELC shall be submitted to the School Board at the conclusion of each program

8. This agreement shall be construed for all purposes under the laws of the State of Florida and may not be changed, modified, altered or amended, except by an instrument in writing signed by the parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed so that all remaining terms and provision of the Agreement shall otherwise remain in full force and effect.

9. The ELC shall, in addition to any other obligation to indemnify the School Board of Indian River County, Florida, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the ELC, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by the ELC in the performance of the work; or liens, claims or actions made by the ELC or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the ELC or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

10. During the term of this Agreement, the ELC shall maintain a minimum of \$1,000,000 liability insurance coverage. As evidence of such coverage, the ELC shall furnish the School Board with a Certificate of Insurance naming the School Board as additional insured prior to commencing services under this Agreement and annually, thereafter. ELC shall fully indemnify the School Board for any claim and their liability shall not be limited by the amount of insurance coverage.



11. The ELC shall comply with all applicable Federal and State civil rights and anti-discrimination laws and regulations, including but not limited to Title VI and Title VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (Non-Discrimination against the Handicapped), and Americans with Disabilities Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the School Board shall have the right to terminate this contract for breach.

12. The School Board authorizes the ELC to perform services on a yearly basis. The School Board will exercise control over the curriculum provided by the ELC to ensure the quality and appropriateness of services provided by the ELC to the School District.

13. In payment for the aforementioned services rendered by ELC, it shall be the obligation of the School District to pay \$340.00 for each 3rd grade class that attends and \$533.00 for each 4th grade class. The invoice submitted by the ELC at the end of each program period will be based on the total number of participating classes and billed at the rate stated above.

14. In the event any of the provisions of this contract are violated by the contractor, the Superintendent or his designee shall give written notice to the contractor stating the deficiencies and, unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation thereunder, the School Board of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board shall only be required to pay to the contractor that amount of the contract actually performed to the date of termination.

15. The ELC shall not assign the responsibility for performance under this contract to another party without prior written approval of the district. The provider shall not enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the district. All subcontracts shall be subject to all provisions of this contract and to any conditions of approval deemed necessary by the district. The ELC will be responsible for all performance of any subcontractor.

16. For the purposes of performing the above scope of services only, the ELC is hereby designated a school official for the purposes of receiving limited confidential student information and the ELC shall remain under the direct control of the School Board with respect to the use and maintenance of the confidential student information. The ELC acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the purpose listed in paragraph 1 above and for no other purpose. Upon the completion of the services, the ELC shall return to School Board all original and any copies of the confidential student information, and shall not retain any confidential student information. As the ELC will be receiving student information that is otherwise confidential, the ELC shall fully comply with the requirements of § 1002.22 and § 1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, the ELC for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this provision, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School Board arising out of the breach of this provision by the ELC, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that the ELC shall either intentionally or negligently violate this provision, or § 1002.22 or § 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon the ELC until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

17. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board.

18. By signing this Agreement, the ELC certifies, to the best of its knowledge, that The School Board is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

19. 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, or national or ethnic origin.

20. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. ELC understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. ELC shall keep records to show its compliance with program requirements. ELC and its subcontractors must make available, upon request of the School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education, or any of their duly authorized representatives, any books, documents, papers, and records of ELC which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpting, and transcribing. ELC shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. ELC shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of ELC must be transferred to School Board at no cost. If records are stored electronically, the records must be provided in a compatible format to School Board's operating system.

21. In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies as amended from time to time the ELC agrees that, if the ELC receives remuneration for services, the ELC and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Indian River County. Additionally, the ELC agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies. A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United

States Department of Justice. Further, upon obtaining clearance by School Board, the School Board will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on School Board property when students are present. The ELC agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. The ELC agrees to require all its affected employees to sign a statement, as a condition of employment with the ELC in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the ELC /Employer of any arrest(s) or conviction (s) of any offense enumerated in School Board Policy 8475 within 48 hours of its occurrence. The ELC agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. The ELC agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. The ELC further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by the ELC to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by the ELC to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

22. Any notice required or permitted to be given under this agreement by one party to the

the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**Contractor/Vendor Address.** The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

Contractor/Vendor: **Environmental Learning Center**  
Contact's Name/Title: Attn: Molly Steinwald, Executive Director  
Address: 255 Live Oak Dr, Vero Beach, FL 32963

**School Board's Address.** The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

School Board of Indian River County  
Attn: Superintendent Fran J. Adams  
1990 25th Street  
Vero Beach, Florida 32960

In Witness Whereof, the parties have set their hands and seal effective the day and year first written above.

**School Board of Indian River County**


ATTEST:

\_\_\_\_\_  
Matthew McCain, Chairman

\_\_\_\_\_  
Dr. Fran Adams, Superintendent

Date

**Environmental Learning Center, Inc.**

  
\_\_\_\_\_  
Molly Steinwald, Executive Director

  
\_\_\_\_\_  
Date

schooldistrict/FY '16 contract

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
4/15/15

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

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

PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME:	LEISURE	
	PHONE (A/C, No. Ext):	800-237-2917	FAX (A/C, No):
	E-MAIL ADDRESS:	KK.EVENTSATTRACTIONS@KANDKINSURANCE.COM	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	NATIONAL CASUALTY COMPANY	11991
INSURED ENVIRONMENTAL LEARNING CENTER, INC. 255 LIVE OAK DRIVE VERO BEACH, FL 32963	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES****CERTIFICATE NUMBER:**

1795839

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NC=NOT COVERED

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			KKO0004787600	12:01AM 9/11/14	12:01AM 9/11/15	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) 5000 PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE 2000000 PRODUCTS-COMP/OP AGG 2000000 Part Igl Liab NC
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XKO0004787700	12:01AM 9/11/14	12:01AM 9/11/15	EACH OCCURRENCE 1000000 AGGREGATE 1000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				<input type="checkbox"/> PER-STATUE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS RESPECTS LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

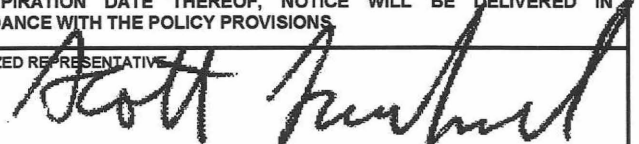
**CERTIFICATE HOLDER**

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## 2015-16 SPLASH 3 & LAGOON DAYS 4TH

### Grade 3

9:30 – 1:00 = 3.5 hours x \$30 per hour = \$105.00 per bus

Number of buses depends on how many students will be going.  
Buses will transport 71 students seating 3 to a seat.

### Grade 4 Lagoon Days

10:00 – 4:40 = 6.5 hours x \$30 per hour = \$195 per bus

Number of buses depends on how many students will be going.  
Buses will transport 71 students seating 3 to a seat.

If you send only one bus per trip the following will apply:

Grade 3 - \$105.00 per bus x 41 trips = \$4,305.00 x 2 buses = \$8610  
Six schools may need 3 buses adding an additional \$636 = **\$9246**

Grade 4 - \$195.00 per bus x 34 trips = \$6,630.00 x 2 buses = \$13,260  
Six schools may need 3 buses adding an additional \$1170 = **\$14,430**

**\$9246 + \$14,430 = \$23,676 estimate**

<b>School District of Indian River County</b>			
<b>ELC trips for Grades 3 and 4</b>			
<b><u>3rd grade trips</u></b>	<b><u># of Classrooms</u></b>	<b><u>Cost per class</u></b>	<b><u>Total per school</u></b>
Beachland	6	\$ 340.00	\$2,040.00
Fellsmere	9	\$ 340.00	\$3,060.00
Liberty	5	\$ 340.00	\$1,700.00
Rosewood	5	\$ 340.00	\$1,700.00
Osceola Magnet	5	\$ 340.00	\$1,700.00
Pelican Island	5	\$ 340.00	\$1,700.00
Citrus	6	\$ 340.00	\$2,040.00
Dodgertown	5	\$ 340.00	\$1,700.00
Vero Beach Elem	7	\$ 340.00	\$2,380.00
Sebastian Elem	6	\$ 340.00	\$2,040.00
Glendale	5	\$ 340.00	\$1,700.00
Indian River Academy	5	\$ 340.00	\$1,700.00
Treasure Coast	6	\$ 340.00	\$2,040.00
<b>Total for 3rd grade</b>			<b>\$25,500.00</b>
<b><u>4th grade trips to ELC</u></b>	<b><u># of Classrooms</u></b>	<b><u>Cost per class</u></b>	<b><u>Total per school</u></b>
Beachland	5	\$ 533.00	\$2,665.00
Fellsmere	5	\$ 533.00	\$2,665.00
Liberty	4	\$ 533.00	\$2,132.00
Rosewood	4	\$ 533.00	\$2,132.00
Osceola Magnet	4	\$ 533.00	\$2,132.00
Pelican Island	4	\$ 533.00	\$2,132.00
Citrus	5	\$ 533.00	\$2,665.00
Dodgertown	3	\$ 533.00	\$1,599.00
Vero Beach Elem	5	\$ 533.00	\$2,665.00
Sebastian Elem	5	\$ 533.00	\$2,665.00
Glendale	3	\$ 533.00	\$1,599.00
Indian River Academy	3	\$ 533.00	\$1,599.00
Treasure Coast	6	\$ 533.00	\$3,198.00
<b>Total for 4th grade</b>			<b>\$29,848.00</b>
<b>Transportation estimate</b>			<b>\$23,676.00</b>
<b>Total for all trips and transportation</b>			<b>\$79,024.00</b>



# VERO BEACH HIGH SCHOOL

1707 16th Street, Vero Beach, Florida 32960

Mr. Shawn O'Keefe, Principal

March 6, 2015

RE: Request for Out-Of-State Trip

Dear Ms. Stang:

I am requesting School Board approval for our math team to travel to Salt Lake City, UT from July 18, 2015 through July 24, 2015. The math team has been invited to participate in the "National Mu Alpha Theta Convention," which consists of competitions in many areas of mathematics and grade levels. It is an honor to be selected to participate.

The planned itinerary is as follows:

July 18 Depart by charter bus to Orlando Airport. Flight DL #1999 depart Orlando 7:15am

Arrive Salt Lake City 9:58 am

July 19-23 National Mu Alpha Theta Convention in Salt Lake City, UT

July 24 Flight to Orlando DL #1158 depart Salt Lake City 10:00 am arrive Orlando 4:22 pm

Students will ride charter bus to Vero Beach High School.

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

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

Brandi Williams and Paula Hoekzema will be escorting these students; I am also requesting that they be given authorization to do so.

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

If you have any questions, please contact my office.

Sincerely,



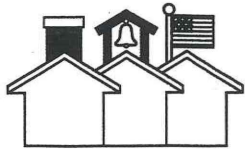
Shawn O'Keefe

VBHS Main Campus  
Telephone: (772) 564-5600  
Fax: (772) 564-5553

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

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

School District of Indian River County



# 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

Invoice RM #15-004  
Scottsdale Policy #CPS2102357

## GENERAL LIABILITY INSURANCE COVERGAE FOR SPECIAL EVENTS (Student Over-Night or Out of State Trips)

March 12, 2015

Brandi Williams  
Paula Hoekzema  
Vero Beach High School  
1707 16<sup>th</sup> Street  
Vero Beach, FL 32960

**PAID**  
CK. NO. 36738  
DATE 3-17-2015

Dear Ms. Williams / Ms. Hoekzema:

Please send a reimbursement check to cover the following student trip:

Math Team "National Mu Alpha Theta Convention"  
Salt Lake City, UT  
July 18 – July 24, 2015  
Maximum Participants: 18

Premium amount: \$333.28 Scottsdale General Liability Insurance Coverage for Special Events (Student Over-Night or Out of State Trips)

Make your check payable to the **"The School District of Indian River County"** and send it to Teresa Enriquez in the Risk Management Office

Thank you for your assistance.

Cc: Shawn O'Keefe, Principal

*Trip cleared per Risk Management dept.*  
*3/20/15*  
*[Signature]*

"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



STATE OF FLORIDA  
STATEWIDE SCHOOL READINESS PROVIDER CONTRACT  
FORM OEL-SR 20

I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this 1 day of July, 2015, by and between the Early Learning Coalition of Indian River, Martin & Okeechobee Counties, Inc. (herein referred to as "COALITION"), and the School Board of Indian River County, FL (herein referred to as "PROVIDER"), with its principal offices located at 1426 19th Street, Vero Beach, FL 32960.
  - a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.
  - b. **Multiple Private Locations.** If PROVIDER is executing a single Contract on behalf of multiple private SR provider sites within COALITION's service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.
  - c. **Employer Identification Number.** Insert PROVIDER's EIN here: 59-6000673. If PROVIDER does not have an EIN, PROVIDER must insert PROVIDER's Social Security Number (SSN) here \_\_\_\_\_. PROVIDER's EIN or SSN is requested in accordance with sections (ss.) 119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Office of Early Learning and COALITION. Submission of PROVIDER's EIN or SSN is mandatory. PROVIDER's EIN or SSN will be used for processing payments to PROVIDER as an SR provider, for reporting those payments for federal tax purposes, and for routine identification. If PROVIDER completes Exhibit 1 listing multiple locations with multiple EIN numbers, this paragraph may be left blank.
2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the SR Program. Payment is not conveyed to PROVIDER through this Contract. PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the SR program. This contract is to engage an eligible provider to provide SR services to eligible SR children.
3. **Term.** This Contract begins on July 1 of the fiscal year (2015) or on the date on which the Contract is signed by the last party required to sign the Contract, whichever occurs last, and the Contract ends on (COALITION select one)  June 30<sup>th</sup> of the fiscal year 2016 or  the last day of the month twelve (12) months after the effective date of the contract as indicated herein.
4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for SR program services performed before this Contract is fully executed by both parties or after expiration of the Contract.

5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the SR program and that PROVIDER and COALITION will be bound by the same:
- 42 U.S.C. §9858, et seq.;
  - 45 C.F.R. §98;
  - 45 C.F.R. §99;
  - Chapter 1002, Florida Statutes;
  - Chapter 6M-4, Florida Administrative Code; and
  - Chapter 6M-9, Florida Administrative Code.
6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity, corporation, or owner without the prior written approval of the COALITION. A change in corporate ownership shall be deemed a transfer. Failure to obtain the prior written approval of COALITION shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 58. This Contract binds the successors, assigns, and legal representatives of PROVIDER and of any legal entity that succeeds to the obligations of the State of Florida, Office of Early Learning, and COALITION.

## II. PROVIDER ELIGIBILITY

### 7. General Eligibility

- a. **Provider Type.** To be eligible to deliver the school readiness program, PROVIDER must be one of the provider types identified in section (s.) 1002.88(1)(a), F.S., listed below. Check the box to indicate PROVIDER's type:

A child care facility licensed under s. 402.305, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A family day care home licensed or registered under s. 402.313, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A large family child care home licensed under s. 402.3131, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A public school or nonpublic school exempt from licensure under s. 402.3025, F.S. (Form OEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A faith-based child care provider exempt from licensure under s. 402.316, F.S. (Form OEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A before-school or after-school program described in s. 402.305(1)(c), F.S.

For a licensed before-school or after-school program described in s. 402.305(1)(c), F.S., Form OEL-SR 20L must be completed as an authorized attachment to this Contract.

For a license exempt or programs that are not required to be licensed as described in Rule 65C-22.008, F.A.C., before-school or after-school program described in s. 402.305(1)(c), F.S., Form OEL-SR 20LE must be completed as an authorized attachment to this Contract.

An informal child care provider to the extent authorized in the state's Child Care and Development Fund Plan as approved by the United States Department of Health and Human Services pursuant to 45 C.F.R. s. 98.18. (Form OEL-SR 20FFN is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

- b. **Eligibility Pursuant to s. 1002.91(5), F.S.** PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.
- c. **Eligibility Pursuant to s. 1002.91(7), F.S.** PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

### III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

8. **Child Enrollment.** PROVIDER agrees to enroll children for the SR Program only with written authorization from COALITION which will be provided in the form of a child care certificate. PROVIDER also understands that it will not be reimbursed for services provided to a child beyond the service begin and end date identified by COALITION on the child care certificate, or if the child's eligibility is terminated prior to the end date. As described in s. 1002.87(2), F.S., PROVIDER also agrees to serve children enrolled into its SR program according to the services and location established by COALITION on the child care certificate indicating authorized hours of care. In the event that PROVIDER has multiple locations, PROVIDER shall notify and obtain approval in writing from COALITION prior to changing the location where the child shall be served.
9. **Child Care.** PROVIDER agrees to provide child care to enrolled children at the care level designated by the child care certificate received from the COALITION. Pursuant to 45 C.F.R s. 98.2, child care is defined as the care given to an eligible child by an eligible child care provider. PROVIDER will comply with all applicable state and federal laws, regulations and other standards and requirements in providing child care services under this agreement.
10. **Instruction and Activities.** In accordance with s. 1002.88(1)(b), F.S., PROVIDER agrees to offer instruction and activities to enhance the age-appropriate progress of each child in attaining the child development standards established by the *Florida Early Learning and Developmental Standards: Birth to Five*, Form OEL-SR 30, adopted by the Office of Early Learning in Rule

6M-4.700, F.A.C. PROVIDER agrees to include activities to foster brain development in infants and toddlers; provide an environment that is rich in language and appropriate and child-friendly music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses; and include at least thirty (30) minutes of reading to children each day.

11. **General Health and Safety.** Provider agrees to provide a healthy and safe environment for children in care pursuant to s. 402.305(5), (6), and (7), F.S., as applicable, and as verified pursuant to s. 402.311, F.S. Health and Safety requirements are specifically addressed in each provider type attachment.
12. **Smoke Free Environment.** In accordance with Part C of Public Law 107-110 (No Child Left Behind), the "Pro-Children Act of 2001," no child care facility shall permit smoking within any indoor facility (or portion of such facility) operated by PROVIDER, to provide routine child care or early childhood development services to children. This does not apply to any portion of such facility that is used for a private residence. Individuals in violation are subject to a \$1,000 fine, administrative compliance or both.
13. **Curriculum.** In accordance with s. 1002.88(1)(f), F.S., PROVIDER agrees to use the following state-approved curriculum or curricula in the provision of the SR Program:  
N/A  
edition or date:  
If PROVIDER is using different curricula at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the curriculum or curricula being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert "Not Applicable" in the space provided.
14. **Character Development Program.** In accordance with s. 1002.88(1)(g), F.S., PROVIDER agrees to implement the following character development program to develop basic values:  
N/A  
edition or date:  
If PROVIDER is using a different program at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the character development program being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert "Not Applicable" in the space provided.
15. **Developmental Screenings.** PROVIDER acknowledges that Provider is responsible for conducting developmental screenings for each child aged six weeks to kindergarten eligibility in accordance with Rule 6M-4.720, F.A.C. In accordance with s. 1002.88(1)(h), F.S., PROVIDER must collaborate with COALITION to complete initial screening for each child, aged six weeks to kindergarten eligibility, within forty-five (45) days after the child's first or subsequent enrollment, to identify a child who may need individualized supports. PROVIDER acknowledges that COALITION is responsible for initiating individualized services, including but not limited to providing referrals, based on child screening results. PROVIDER and COALITION acknowledge that pursuant to s. 1002.84(5), F.S., screening shall not be a requirement of entry into the school readiness program and shall be only given with parental consent.

**Subsequent Screenings.** PROVIDER acknowledges that Provider is responsible for subsequent screenings. Subsequent screening will be conducted at a minimum, annually in

the month of the child's birthday or at time of redetermination in accordance with Rule 6M-4.720, F.A.C.

16. **Prohibited Forms of Discipline.** In accordance with s. 1002.88(1)(i), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.
17. **Child Immunizations and Health Screenings.** In accordance with s. 1002.88(1)(j), F.S., within thirty (30) calendar days of enrolling a child, PROVIDER agrees to obtain and retain information from the parent regarding the child's age-appropriate immunizations, physical development and other health requirements as indicated on the Student Health Examination form DH 3040 and Florida Certification of Immunization form Part A-1, B, or C DH 680 or the Religious Exemption from Immunization form DH 681.
18. **Program Operation.** In accordance with s. 1002.88(1)(k), F.S., if PROVIDER offers before-school or after-school programs, PROVIDER agrees those programs shall meet or exceed the requirements of s. 402.305(5), (6), and (7), F.S. In accordance with s. 1002.88(1)(q), F.S., and as identified in Exhibit 3, PROVIDER agrees to operate on a full-time and part-time basis and provide extended-day and extended-year services to the maximum extent possible without compromising the quality of the program to meet the needs of parents who work.
19. **Workers' Compensation and Unemployment Compensation.** In accordance with s. 1002.88(1)(n), F.S., PROVIDER agrees to obtain and maintain any required workers' compensation insurance under Chapter 440, F.S., and any required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S. PROVIDER agrees to provide the COALITION with evidence of worker's compensation insurance coverage.
20. **Sign-In/Sign-Out Process.** PROVIDER agrees to maintain daily attendance documentation, including a documented "sign-in/sign-out" process approved by COALITION and implemented by PROVIDER, and which accurately documents attendance and absences. PROVIDER agrees to retain the attendance documentation in accordance with COALITION's records retention requirement established in accordance with s. 1002.84(10), F.S.
21. **Child Absences.** In accordance with s. 1002.87(8), F.S., PROVIDER agrees to notify COALITION in writing if a child enrolled is absent for five (5) consecutive days with no contact from the parent by the close of the fifth (5<sup>th</sup>) day. In accordance with ss. 1002.81(5) and 1002.87(7), F.S., if the need for care cannot be re-established, then the COALITION will notify the PROVIDER and the parent that school readiness funding will be discontinued. The end of eligibility for funded child care services will be fourteen (14) days from the fifth (5<sup>th</sup>) day that the child was not in attendance with no contact from the parent.
22. **Rilya Wilson Act and At-Risk Children.** In accordance with s. 1002.87(9), F.S., PROVIDER agrees to abide by the provisions of the "Rilya Wilson Act" (s. 39.604, F.S.) for each at-risk child under the age of school entry who is enrolled in the school readiness program.

23. **Parental Choice.** PROVIDER agrees that the parent has the right to choose the provider of child care services for his/her children. In the event the parent chooses to change to a different SR PROVIDER, it is within the parent's rights to do so, except as limited by s. 1002.84(8), F.S., as described in paragraph 46.c.
24. **Parental Access.** PROVIDER agrees to afford authorized parents unlimited access to their children in SR programs, during normal hours of provider operation and whenever the children are in the care of the provider. Access may be subject to appropriate safety procedures.
25. **Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(n), F.S., as available, to submit information and updates regarding the SR program.
26. **Child Care Resource and Referral.** PROVIDER agrees to participate in the annual update process coordinated by each Child Care Resource and Referral agency as described in Rule 6M-9.300(5) and (6), F.A.C.
27. **Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive SR reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit.
28. **Deliverables**

Deliverable	Tasks and Activities	Due Date	Payment
1. One month of child care services	Child enrollment activities per the requirements in section III	Monthly	Per the level of service: established by the child care certificate provided to the PROVIDER by the COALITION; at the rates specified in Exhibit 3: Provider Reimbursement Rates; and documented through an approved monthly attendance report
	Instruction and activities per the requirements in section III		
	Health and safety activities per the requirements in section III		
	Use of curriculum per the requirements in section III		
	Character development activities per the requirements in section III		
2. Monthly attendance report	Monthly attendance report submitted by the PROVIDER to the COALITION per the requirements in section VII	Monthly by the day indicated in section VII	N/A
3. Proof of Developmental Screening	<b>If applicable:</b>		N/A
Applies to providers responsible for	Developmental screenings for each child aged six weeks to	Within 45 days after the child's	



Deliverable	Tasks and Activities	Due Date	Payment
developmental screening as indicated in section III	kindergarten eligibility per the requirements in section III.	first or subsequent enrollment	
Proof of Developmental Screening (continued)	Subsequent screenings conducted annually in month of child's birthday.	Annually	
	PROVIDER shall submit the child's screening results to the COALITION	Within thirty (30) calendar days of completion of screening	
	Enter the data into an electronic system	Within sixty (60) calendar days after screening	
	PROVIDER shall provide in writing the screening results for each child to the child's parent.		

#### IV. COALITION RESPONSIBILITIES

29. **Training and Technical Assistance.** COALITION will notify PROVIDER of the availability of training, technical assistance, and other targeted assistance in support of the provision of quality SR services.
30. **Developmental and Subsequent Screenings.** Applicable if PROVIDER is responsible for Developmental Screenings and Subsequent Screenings as indicated in paragraph 15. COALITION shall give notification to PROVIDER a minimum of thirty (30) calendar days prior to the date the child must be screened. COALITION will have staff persons available to explain screening results if required by a parent.
31. **Child Eligibility.** COALITION has ultimate responsibility for determining the eligibility of children enrolling in the SR program. COALITION will issue forms that make up a child care certificate (also known as a payment certificate), as described in s. 1002.82(6)(b) and (c), F.S., to the parent of each eligible child who enrolls in the SR program.
32. **Limitations on Authority.** COALITION may not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant to Chapter 1002, F.S.; or require PROVIDER to administer a preassessment or postassessment.
33. **Monitoring.** COALITION will monitor PROVIDER for compliance with this Contract and the provisions governing the SR program listed in paragraph 5., in accordance with s. 1002.85(2)(h), F.S. PROVIDER will be monitored in accordance with the COALITION monitoring plan, or in response to a parental complaint.

## V. ACCESS

34. **Physical Access.** PROVIDER agrees to allow the Office of Early Learning and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the SR Program during normal business hours, except as otherwise restricted by government facilities.
35. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Office of Early Learning to inspect and copy records pertaining to the SR Program during normal business hours and upon request by COALITION or the Office of Early Learning. Records that are stored off-site shall be provided within seventy-two (72) hours.

## VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

36. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family information. PROVIDER agrees to have all staff complete confidentiality agreements and have processes in place to protect the privacy of child and family information. Confidentiality agreements will be maintained by the PROVIDER and provided to the COALITION upon request. Information associated with the SR Program shall only be made available in accordance with the restrictions of s. 1002.97, F.S. For the purposes of records of children enrolled in the SR Program, this Contract is considered an interagency agreement for the purpose of implementing the SR Program as described in s. 1002.97(3)(g), F.S. Accordingly, to the extent that PROVIDER receives school readiness records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.97, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.97, F.S.
37. **Record Maintenance.** PROVIDER agrees to maintain records, including sign in and sign out documentation, enrollment and attendance certification, documentation to support excused absences and proof of parent co-payments for children funded by the SR program. The records must be maintained for audit purposes for a period of five (5) years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
38. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the SR program before the conclusion of the retention period for SR records as described in paragraph 37, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the SR program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all SR records required to be maintained under paragraph 37. to COALITION no later than the close of business on the day PROVIDER ceases to offer the SR program.

## VII. COMPENSATION and FUNDING

39. **Method of Payment.** PROVIDER reimbursement for eligible children will be based on the child care certificate (also known as a payment certificate) issued by COALITION and presented by a parent, and through the use of the procedures outlined herein.
40. **Reimbursement Rates Established.** PROVIDER agrees to provide documentation of its published private child care rates included in Exhibit 3. PROVIDER agrees to accept the

approved PROVIDER reimbursement rate which is the lesser of the COALITION maximum reimbursement rate established by COALITION and approved by Office of Early Learning, identified in Exhibit 3. PROVIDER is paid based on budget availability, at the approved PROVIDER reimbursement rate less any parent co-payments assessed by COALITION as reflected on the child care certificate.

41. **Gold Seal Rate.** PROVIDER agrees to provide documentation of its Gold Seal Quality Designation. Gold Seal providers shall receive the Gold Seal rate identified in Exhibit 3 for all care levels which have received a Gold Seal Quality Designation.
42. **Special Needs Rate.** PROVIDER will receive a special needs rate identified in Exhibit 3 when providing services to a child with an identified special need. A special need child is defined as a child who has been determined eligible as a child with a disability in accordance with Chapter 6A-6, F.A.C., and is participating in a program for children with disabilities provided by the school district or a child who has an individualized educational plan (IEP) or family support plan (FSP).
43. **Rate Changes and Limitations.** PROVIDER agrees to report any changes in its published child care rates or its Gold Seal status, if applicable. PROVIDER acknowledges that COALITION is prohibited from making payments, inclusive of Gold Seal or special needs rate differentials, which would cumulatively exceed PROVIDER's private payment rate. In the event that any information submitted by PROVIDER in Exhibit 3 changes, PROVIDER must notify COALITION in writing of the change no later than close of business on the day of the change. COALITION may amend PROVIDER's reimbursement rate based on the information submitted by PROVIDER or any of the factors identified in this paragraph. COALITION must notify PROVIDER, in writing, of any change in reimbursement rate at least thirty (30) calendar days before the change is implemented.
44. **Rates and Fees for Parents.** PROVIDER acknowledges that it is prohibited from charging parents receiving SR services a higher rate than that charged to private pay parents. In addition to the parent co-payment assessed by COALITION, PROVIDER must provide the parent with a list of any fees it charges and, if applicable, written notice of the difference between the private pay rate and SR reimbursement, prior to the parent enrolling his/her child in PROVIDER's SR program. PROVIDER is prohibited from charging any fees other than the parent co-payment or those fees provided to the parent on the fee list described above.
45. **Military Subsidies.** PROVIDER agrees that it will notify COALITION if it receives military subsidy payments through or from the Child Care Aware of America<sup>®</sup> (formally NACCRRRA) or any legal successor organizations, on behalf of any child enrolled in PROVIDER's SR program. PROVIDER understands that its SR reimbursement rate may be changed as a result of receipt of such military subsidy payments. If PROVIDER fails to report receipt of such military subsidy payments, PROVIDER will be subject to fraud investigation for violation of the requirements of the SR program.
46. **Co-payment.** As required by s. 1002.84(8), F.S., and Rule 6M-4.401, F.A.C., PROVIDER shall collect the assessed parent co-payment in accordance with Rule 6M-4.400, F.A.C., from the parent.
  - a. **Co-payment Amount.** The amount of the co-payment which must be collected for each child is included on his or her child care certificate. In the event that an assessed parent co-

payment is changed by COALITION, COALITION will send the PROVIDER written notice of the change. Only co-payment changes from the COALITION are valid.

- b. Co-payment Assessment and Collection.** Assessed parent co-payments are automatically deducted from PROVIDER's monthly reimbursement. PROVIDER is required to collect parent co-payments.
- c. Co-payment Documentation.** PROVIDER must give the parent a receipt for each co-payment made by the parent and retain receipt records for all child care co-payments. Upon request, PROVIDER shall provide a current accounting and copy of co-payment receipt records to the COALITION. COALITION will use this documentation to ensure parents who transfer their children to another child care provider have met their co-payment obligations before receiving additional school readiness services.
- 47. Holiday Schedule.** PROVIDER agrees to follow the holiday schedule approved by COALITION for PROVIDER's program, which includes Ten (10) days per year as set forth in Exhibit 4: Holiday Schedule and understands that these are the only holidays for which PROVIDER will receive reimbursement. Pursuant to Rule 6M-4.500, F.A.C., reimbursement may be made for up to twelve (12) recognized holidays per year.
- 48. Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance reports for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the third (3<sup>rd</sup>) business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next open payment cycle.
- 49. Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
- 50. Emergency Temporary Closure.** PROVIDER agrees all requests for compensation for temporary closures beyond PROVIDER's control will be handled in accordance with Rule 6M-4.501, F.A.C.
- 51. Disallowed Costs.** Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the SR Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER shall be subject to collection efforts and/or funds may be obtained from other early learning programs. PROVIDER shall have an opportunity to substantiate or appeal the decision of a questioned or disallowed cost. Any unresolved questioned costs may become disallowed costs.
- 52. Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))

53. **Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use “Federal funds to supplement, [but] not [to] supplant non-Federal funds.” (20 U.S.C., s. 6314(a)(3)(B))

#### VIII. FINANCIAL CONSEQUENCES

54. As a result of PROVIDER’s failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this contract or terminate the contract.

#### IX. NONDISCRIMINATION

55. **Discrimination Prohibited.** PROVIDER agrees not to discriminate against children, families and staff on the basis of race, national origin, ethnic background, sex, religious affiliation, or disability. PROVIDER will comply with the terms of 45 C.F.R. §98.47 regarding non-discrimination against staff persons on the basis of religion.

#### X. NONCOMPLIANCE, PROBATION AND TERMINATION

56. **Noncompliance Determination.**

- a. **Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the SR program as described in paragraph 5. or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. (“Corrective action” means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64. Upon determining that the PROVIDER has satisfactorily completed the corrective action, the COALITION shall notify the PROVIDER in writing.
- b. **Probation.** If COALITION concludes that PROVIDER has received a corrective action notice for the same violation two or more times or have had multiple corrective action plans within the contract year or if the corrective action plan is not completed within the prescribed timelines, PROVIDER shall be placed on probation for a period up to six (6) months. Probation may include one or more of the following conditions: training or staff development, monitoring or technical assistance by COALITION or submission of documentation related to the violation. COALITION must notify PROVIDER in writing of the terms and duration of the probation, including required timelines. The terms of the probation must correlate to the basis of the corrective action.

**57. Termination for Cause.**

- a. **Basis of Termination for Cause.** PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; (b) The material failure to comply with the terms of this Contract, including, but not limited to, failure to implement corrective action or comply with the terms of probation as described in paragraph 56 above; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 63.
- b. **Notice of Termination for Cause.** In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

**58. Emergency Termination.** COALITION must immediately terminate this Contract on an emergency basis upon notification by the Department of Children and Families (DCF) or local licensing agency that actions or inactions of a PROVIDER pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's determination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64.

**59. Revocation of Eligibility.** In accordance with s. 1002.88(2), F.S., if PROVIDER's Contract is terminated under paragraph 56., 57., or 58., COALITION may revoke PROVIDER's eligibility to deliver the school readiness program for a period of five (5) years. In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under contract with the COALITION, and whether the PROVIDER had previously violated there terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.

**60. Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given and alternative arrangements for uninterrupted services shall be made at least thirty (30) calendar days before the termination date for children

served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER.

61. **Legislative Appropriation.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented SR hours completed prior to termination of this Contract.
62. **Eligible Child Care Provider.** In order to receive state or federal funds under this Contract, PROVIDER must be an eligible child care provider as defined under 45 C.F.R. §98.2. Failure to maintain status as an eligible child care provider shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 58. PROVIDER certifies that each location at which PROVIDER offers the SR program is an eligible child care provider. PROVIDER agrees to notify COALITION immediately if it ceases to be an eligible child care provider.
63. **Fraud.**
  - a. **Anti-Fraud Plan.** PROVIDER agrees to comply with the anti-fraud plan established by COALITION in accordance with s. 1002.91, F.S.
  - b. **Payment Certificate Fraud Investigation.** In accordance with s. 1002.82(6)(d), F.S., if it is determined that PROVIDER has given any cash or other consideration to the beneficiary in return for receiving a payment certificate, COALITION or its fiscal agent shall refer the matter to the Department of Financial Services pursuant to s. 414.411, F.S., for investigation.
  - c. **Suspension for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the school readiness program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 64. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.
  - d. **Termination for Fraud.** In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of five (5) years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or board director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.
  - e. **Termination for National Disqualification.** In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified

List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

64. **Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 5: Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.82(2)(m), F.S., PROVIDER may not offer any School Readiness services while a request for a review regarding termination of PROVIDER's School Readiness Contract is being examined.
65. **Severability of Provider Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section X of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit 1 to indicate which location(s) previously part of this Contract has been removed by striking through the location(s), initialing and dating in the "official use only" column. COALITION shall provide a copy of the revised Exhibit 1 showing any stricken locations to the PROVIDER. This Contract shall remain in full force and effect as to all other locations on Exhibit 1 which have not been stricken.
66. **Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

## XI. NOTIFICATION

67. **Information Change Notification.** PROVIDER agrees to report any changes in contact or program information within fourteen (14) calendar days or temporary emergency closings of the SR program within two (2) calendar days. Permanent business closings or changes in business location or ownership must be reported at least thirty (30) calendar days prior to changes. PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information.
68. **Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is named party or defendant and which relates to the PROVIDERs operation at any location at which SR services are being provided.
69. **Notification of Disqualification or Public Assistance Fraud.**



- a. PROVIDER shall notify COALITION within five (5) calendar days if the PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.
- b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

**70. Contact Persons.**

- a. **Coalition Contact.** The representative for COALITION for the purposes of this Contract is Johanna Maltez who can be contacted at 772-223-3853 or by email at jmaltez@elcirimo.org.
- b. **Provider Contact.** The representative for PROVIDER for the purposes of this Contract is Barbara Musselwhite who can be contacted at 772-564-4999 or by email at barbara.musselwhite@indianriverschools.org.
- c. **Contact Change.** In the event that either party designates different representatives after execution of this Contract, notice of the name and contact information of the new representative will be rendered in writing to the other party within ten (10) calendar days of change.

**XII. INDEMNIFICATION**

71. PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, the Office of Early Learning and all of their officers, directors, agents, contractors, subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors or employees' acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. **If PROVIDER is a state agency, public school or school district, this paragraph is limited to the extent required by s. 768.28, F.S.**

**XIII. SEVERABILITY**

72. If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

**XIV. NO AMENDMENTS**

73. No attachments, amendments, or supplements to this Contract are authorized or permitted, except those specifically incorporated by reference in this form, including Exhibit 1: Provider Location List; Exhibit 2: Required Documentation; Exhibit 3: Provider Reimbursement Rates;

Exhibit 4: Holiday Schedule; Exhibit 5: Due Process Procedures; and Form OEL-SR 20L, Form OEL-SR 20LE, or Form OEL-SR 20FFN, as described in paragraph 7.

*(Remainder of this page intentionally left blank.)*

**XIV. EXECUTION OF CONTRACT**

In accordance with s. 1002.88(1)(p), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the School Readiness program including, but not limited to the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section X.

**Warranty of Authority.** Each person signing this contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

\_\_\_\_\_  
**Signature of President/Vice President/  
Secretary/Officer/Owner/Principal/or Other  
Authorized Representative**  
 By Electronic Signature

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

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

\_\_\_\_\_  
**Provider's Additional Signatory (If required by  
the Provider)**  
 By Electronic Signature

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

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

COALITION has caused this Contract to be executed as of the date set forth in paragraph 1.

\_\_\_\_\_  
**Signature of Authorized Coalition Representative**  
 By Electronic Signature

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

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

**Exhibit 1: Provider Location List**

Provider Name: the School Board of Indian River County, FL

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit “Not Applicable” in the box below.

Not Applicable.

If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) program providers, enter each name and physical location in the table below. If PROVIDER is executing a single Contract on behalf of multiple private SR sites within COALITION’s service area, enter each name and physical location in the table below. If PROVIDER is using a different curriculum or curricula at various sites, enter the name of the curriculum or curricula used at each site. Identify the character development Program used at each site, if character development is included in the curriculum or curricula indicate as “included.”

**Note:** PROVIDER may use multiple Exhibit 1 to list all locations that are included under this contract.

If COALITION determines a physical location to be ineligible to offer the SR program, COALITION will strike through the name and location in the table below and initial and date in the column titled “Official Use Only” and send a copy of this Exhibit to PROVIDER.

Location Number (DCF/FEIN Number)	Location Name	Physical Address	Curriculum (Date/Edition)	Official Use Only
			Character Development (Date/Edition)	
1. 59-6000673	Beachland Elem	3350 Indian River Dr. East Vero Beach, FL	n/a	
2. 59-6000673	Citrus Elementary	2771 4th Street Vero Beach, FL	n/a	
3. 59-6000673	Dodgertown Elem	4350 43rd Ave. Vero Beach, FL	n/a	
4. 59-6000673	Fellsmere Elementary	50 N. Cypress St. Fellsmere, FL	n/a	
5. 59-6000673	Glendale Elementary	4940 8th Street Vero Beach, FL	n/a	
6. 59-6000673	Indian River Academy	500 20th St SW Vero Beach, FL	n/a	
7. 59-6000673	Liberty Magnet	6850 81st St. Vero Beach, FL	n/a	

**Exhibit 1: Provider Location List**

Provider Name: School Board of Indian River County, FL

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit "Not Applicable" in the box below.

Not Applicable.

If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) program providers, enter each name and physical location in the table below. If PROVIDER is executing a single Contract on behalf of multiple private SR sites within COALITION's service area, enter each name and physical location in the table below. If PROVIDER is using a different curriculum or curricula at various sites, enter the name of the curriculum or curricula used at each site. Identify the character development Program used at each site, if character development is included in the curriculum or curricula indicate as "included."

Note: PROVIDER may use multiple Exhibit 1 to list all locations that are included under this contract.

If COALITION determines a physical location to be ineligible to offer the SR program, COALITION will strike through the name and location in the table below and initial and date in the column titled "Official Use Only" and send a copy of this Exhibit to PROVIDER.

Location Number (DCF/FEIN Number)	Location Name	Physical Address	Curriculum (Date/Edition)	Official Use Only
			Character Development (Date/Edition)	
8. 59-6000673	Osceola Magnet	1110 18th Ave SW Vero Beach, FL	n/a	
9 59-6000673	Pelican Island Elem	1355 Schumann Dr. Sebastian, FL	n/a	
10 59-6000673	Rosewood Magnet	3850 16th Street Vero Beach, FL	n/a	
11 59-6000673	Sebastian Elementary	400 Sebastian Blvd. Sebastian, FL	n/a	
12 59-6000673	Treasure Coast Elem	8955 85th St. Sebastian, FL	n/a	
13. 59-6000673	Vero Beach Elementary	1770 12th Street Vero Beach, FL	n/a	

## Exhibit 2: Required Documentation

Provider Name: the School Board of Indian River County, FL

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

- PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

- PROVIDER has provided a copy of documentation related to its Gold Seal status, if applicable, to COALITION with this Contract.
- PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private SR Providers

- PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.
- PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number.
- PROVIDER has provided a copy of its certificate of accreditation.
- PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.
- PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

- PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.
- PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.
- PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.
- PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type

- PROVIDER offers the Head Start program.
- PROVIDER does not offer the Head Start program.

5.  IRS W-9 Form (Request for Taxpayer Identification Number).

6.  Documentation of signature authority.

7.  Current Sunbiz print-out identifying the office, director or authorized person(s).

**Exhibit 3: Provider Reimbursement Rates**

Provider Name: School Board of Indian River County, FL

Provider Operational Hours: 7:00 a.m. to 6:00 p.m.

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation?  Yes  No

**PROVIDER's Private Pay Rates  
(To be Completed by PROVIDER)**

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
<b>Full-Time Daily Rates</b>							\$85.00 summer camp	
<b>Part-Time Daily Rates</b>								
<b>Before or After School Rates</b>	N/A	N/A	N/A	N/A			\$10.00 am \$25.00 pm	

**COALITION Maximum Reimbursement Rates  
(To be Completed by COALITION)**

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
<b>Full-Time Daily Rates</b>	\$22	\$20	\$20	\$18.50	\$18.50	\$18.50	\$14.40	\$22
<b>Full-Time Gold Seal Daily Rates</b>	\$25.96	\$23.60	\$23.60	\$21.83	\$21.83	\$21.83	\$16.99	\$25.96
<b>Part-Time Daily Rates</b>	\$14.70	\$14.10	\$13.30	\$12.25	\$12.25	\$12.25	\$6.50	\$14.70
<b>Part-Time Gold Seal Daily Rates</b>	\$17.35	\$16.64	\$15.69	\$14.46	\$14.46	\$14.46	\$7.67	\$17.35
<b>Before or After School Rates</b>	N/A	N/A	N/A	N/A	\$14.46	\$14.46	\$7.67	\$17.35
<b>Full-Time VPK Wrap Rate</b>	N/A	N/A	N/A	N/A	\$15.86	N/A	N/A	N/A
<b>Part-Time VPK Wrap Rate</b>	N/A	N/A	N/A	N/A	\$7.22	N/A	N/A	N/A

**Approved PROVIDER Reimbursement Rate\***  
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates								
Part-Time Daily Rates								
Before or After School Rates	N/A	N/A	N/A	N/A				
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A		N/A	N/A	N/A
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A		N/A	N/A	N/A

*\*Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

Effective Date of Rates Established in This Exhibit 07/01/2015



**Exhibit 4: Holiday Schedule**

Provider Name: School Board of Indian River County, FL

<b>Holiday</b>	<b>Date Observed</b>
Labor Day	9/7/2015
Thanksgiving	11/26/2015
Thanksgiving	11/27/2015
Christmas	12/24/15
Christmas	12/25/15
New Year's Eve	12/31/15
New Year's Day	01/01/2016
Martin Luther King	01/18/16
President's Day	02/15/16
Spring Break	03/24/16
Spring Break	03/25/16
Memorial Day	05/30/16

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

## Exhibit 5: Due Process Procedures

Provider Name: School Board of Indian River County, FL

1. **Purpose of Exhibit.** Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.
2. **Request for Review Hearing.** If a provider disputes any action taken by the Coalition pursuant to the terms of the Statewide School Readiness Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the Coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.
  - a. **Content of Request for Review Hearing.** The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.
  - b. **Request Time.** The provider's request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.
  - c. **Supporting Documentation.** The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.
3. **Implementation of Review.** If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.
  - a. **Assignment of Review Hearing Committee.** Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. Three of the members must be a mandatory member as set forth in section 1002.83(4) with at least one provider representative member.
  - b. **Response to Request for Review Hearing.** Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing,

return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual whom the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

- c. Date and Location Selection.** Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.
- d. Conducting the Review Hearing.** The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.
- e. Notice of Review Hearing Conclusion.** Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The Review Hearing Committee must also appoint a Review Hearing Committee member or a Coalition staff person to prepare a written notice of the review hearing conclusion. (If the notice is developed by a Coalition staff person, the notice must be reviewed by the Review Hearing Committee in a subsequent public meeting and approved before being sent to the provider.) The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. Finally, if the majority of the Review Hearing Committee determines:

  - i.** That no part of the determination made by the Coalition was correct, the notice must state provider is not required to take further action.
  - ii.** That any part of the determination made by the Coalition is correct, the notice must identify the portion(s) determined to be correct. As applicable, the notice must also state:

- A. If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s);
- B. If the provider's School Readiness Contract or eligibility to offer the School Readiness Program will be terminated, the date of termination.

The decision of the Review Hearing Committee is final.



## Consumer's Certificate of Exemption

DR-14  
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012622032C-9	07/31/2012	07/31/2017	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SCHOOL BOARD OF INDIAN RIVER COUNTY  
1990 25TH ST  
VERO BEACH FL 32960-3367



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

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# FLORIDA DEPARTMENT OF EDUCATION

## Project Application

<b>Please return to:</b>  Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	<b>A) Program Name:</b>  <b>Carl D. Perkins</b> <b>Secondary, Section 131</b> <b>Entitlement</b> <b>Fiscal Year 2015-2016</b>  <b>TAPS NUMBER: 16B004</b>	<b>DOE USE ONLY</b>  Date Received    <hr/> Project Number (DOE Assigned)						
<b>B) Name and Address of Eligible Applicant:</b>  School District of Indian River County 1990 25 <sup>th</sup> Street Vero Beach, FL 32960		Project Number (DOE Assigned)						
<b>C) Total Funds Requested:</b>  \$ 171,609  <hr style="width: 20%; margin-left: 0;"/> <div style="background-color: #e0e0e0; padding: 5px; text-align: center;">DOE USE ONLY</div> <b>Total Approved Project:</b>	<b>D) Applicant Contact &amp; Business Information</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">                     Contact Name: Deborah Long                      Fiscal Contact Name: Sue Titus                 </td> <td style="width: 40%;">                     Telephone Numbers:  <b>772-564-3209</b>  <b>772-564-3056</b> </td> </tr> <tr> <td>                     Mailing Address:  <b>1990 25<sup>th</sup> Street</b>  <b>Vero Beach, FL 32960</b> </td> <td>                     E-mail Addresses:  <a href="mailto:deborah.long@indianriverschools.org">deborah.long@indianriverschools.org</a>  <a href="mailto:Susanne.titus@indianriverschools.org">Susanne.titus@indianriverschools.org</a> </td> </tr> <tr> <td>                     Physical/Facility Address:  <b>1990 25<sup>th</sup> Street</b>  <b>Vero Beach, FL 32960</b> </td> <td>                     DUNS number: 120754676                       FEIN number: 596000673                 </td> </tr> </table>		Contact Name: Deborah Long Fiscal Contact Name: Sue Titus	Telephone Numbers: <b>772-564-3209</b> <b>772-564-3056</b>	Mailing Address: <b>1990 25<sup>th</sup> Street</b> <b>Vero Beach, FL 32960</b>	E-mail Addresses: <a href="mailto:deborah.long@indianriverschools.org">deborah.long@indianriverschools.org</a> <a href="mailto:Susanne.titus@indianriverschools.org">Susanne.titus@indianriverschools.org</a>	Physical/Facility Address: <b>1990 25<sup>th</sup> Street</b> <b>Vero Beach, FL 32960</b>	DUNS number: 120754676  FEIN number: 596000673
Contact Name: Deborah Long Fiscal Contact Name: Sue Titus	Telephone Numbers: <b>772-564-3209</b> <b>772-564-3056</b>							
Mailing Address: <b>1990 25<sup>th</sup> Street</b> <b>Vero Beach, FL 32960</b>	E-mail Addresses: <a href="mailto:deborah.long@indianriverschools.org">deborah.long@indianriverschools.org</a> <a href="mailto:Susanne.titus@indianriverschools.org">Susanne.titus@indianriverschools.org</a>							
Physical/Facility Address: <b>1990 25<sup>th</sup> Street</b> <b>Vero Beach, FL 32960</b>	DUNS number: 120754676  FEIN number: 596000673							
<b>CERTIFICATION</b>  I, <u>Frances J. Adams</u> , do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of general assurances and specific programmatic assurances for this project. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.  Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.  E) _____ <div style="text-align: center;">Signature of Agency Head</div>								

DOE 100A

Revised February 2014

Page 1 of 2

Pam Stewart, Commissioner



A) SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 Name of Eligible Recipient:  
 B) \_\_\_\_\_

<b>TAPS Number</b> <b>16B004</b>
-------------------------------------

Project Number: (DOE USE ONLY)

## FLORIDA DEPARTMENT OF EDUCATION Budget Narrative Form

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

(1) FUNCTION	(2) OBJ	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT
5300	7500	Salaries for Substitutes for teachers (2 substitutes @ \$100 each = \$200) who chaperone their students who attend Great Explorations of Career Programs at IRSC at the Main Campus in Fort Pierce (Performance Measures 1S1, 1S2, 2S1, 3S1, 4S1, 5S1, 6S1, 6S2); Required Use of Funds 3, 4 and 5	.004	200
6120	1000	Salary—Career Specialist at Vero Beach High Schools advisory committees, student scheduling, career specialists work collaboratively with the ESE Department to facilitate academic assistance to further the integration of academic and career and technical components, equipment and curriculum modifications and other support services collaborating with business partner-see pages 23 and 24 for detailed services (Performance Measures 1S1, 2S1, 3S1, 4S1, 5S1, 6S1, 6S2; Required Use of Funds 1-9	1	61,353
6120	1000	Salary—Career Specialist at Sebastian River High School advisory committees, student scheduling, career specialists work collaboratively with the ESE Department to facilitate, academic assistance to further the integration of academic and career and technical components, equipment and curriculum modifications and other support services collaborating with business partners-see pages 23 and 24 for detailed services (Performance Measures 1S1, 2S1, 3S1, 4S1, 5S1, 6S1, 6S2; Required Use of Funds 1-9	1	45,453
6120	1010	Career Specialists Supplemental pay-(112.5 hrs. x \$36 x 2) scheduling, develop recruitment tools for students and parents explaining the career programs offered next school year by June 30, 2015 (Performance Measures 1S1, 2S1, 4S1, 5S1, 6S1; Required Use of Funds 1-9	.05	8100
6120	2100	Retirement—Career Specialist, Vero Beach High School (7.41%) (Performance Measures 1S1, 2S1, 4S1, 5S1, 6S1); Required Use of Funds 1-9		4894
6120	2100	Retirement—Career Specialist, Sebastian River High School (7.41%) (Performance Measures 1S1, 2S1, 4S1, 5S1, 6S1); Required Use of Funds 1-9		3368



6120	2110	Retirement—Career Specialist Supplemental Pay (7.41%) (Performance Measures 1S1, 2S1, 4S1, 5S1,6S1); Permissive Use of Funds 2	605
6120	2200	FICA 7.65% for Career Specialist, Vero Beach High School (Performance Measures 1S1, 2S1, 4S1, 5S1,6S1); Required Use Funds 1-9	4694
6120	2200	FICA 7.65% for Career Specialist, Sebastian River High School (Performance Measures 1S1, 2S1, 4S1, 5S1,6S1); Required Use Funds 1-9	3477
6120	2210	FICA— Career Specialists Supplemental Pay 7.65% for (Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1); Permissive Use of Funds 2	620
6120	2300	Group Insurance \$5,148 for Career Specialist, Vero Beach High School (Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1); Required Use of Funds 1-9	5,148
6120	2300	Group Insurance \$5,148 for Career Specialist, Sebastian River High School (Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1); Required Use of Funds 1-9	5,148
6120	2400	Worker Compensation 1.0% for Career Specialist, Vero Beach High School (Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1); Required Use of Funds 1-9	615
6120	2400	Worker Compensation 1.0% for Career Specialist, Sebastian River High School (Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1); Required Use of Funds 1-9	455
6120	2410	Worker Compensation – Career Specialists Supplemental Pay 1.0% (Performance Measures 1S1,2S1,4S1,5S1, and 6S1); Permissive Use of Funds 2	81
6120	3300	Travel for In-District, local and state for career specialists to attend local meetings of Perkins secondary projects (1,600 miles x .575 = \$1035); state conferences—Florida Association CTE and National Career Pathways Network (motel \$100 x 5 nights = \$500; plus meals 2 Career Specialists x \$31 x 5 days=\$310) that will end prior to June 30, 2016 to improve Performance Measures 1S1, 2S1, 4S1, 5S1, and 6S1; Required Use of Funds 4 and 5	1,845
5300	3600	Annual software subscription upgrade to Adobe Creative Cloud to support students enrolled at Vero Beach High School and Sebastian River High School to improve Performance Measures 1S1, 1S2, 2S1; Required Use of Funds 1-9	10869
5300	5100	Supplies for Criminal Justice Operations at Sebastian River High School and to support students enrolled in CTE at Vero Beach High School and Sebastian River High School (copy paper, printer cartridges, certificates of completion, etc.)	3056

5300	3300	Travel for 2 Automotive teachers at Sebastian River High School and Vero Beach High School to attend ASE (NATEF) training for recertification in Orlando Florida (2 Hotel rooms at \$120 x2 nights = \$240; meals for 2 instructors x \$31/day X3 days = \$192; mileage round trip 215; miles X .56 miles x 2 = \$241) All travel to end prior to June 30, 2016. (Performance Measures 2S1; Required use of funds 4 and 5; Permissive use of funds 18)		673
6400	310	Contracted services with Research Coast Career Pathways Consortium (RCCPC) to support consortium activities 1-9 identified in the Perkins IV Implementation Guide Performance Measure 1S1,2S1,3S1,4S1; Required Use of Funds 1,2; Attached is the RCCPC Agreement (1.5% of \$171,609=\$2,575 - \$1,800 for bus transportation and \$200 substitutes for Great Exploration)		575
7800	7900	School Bus Transportation for 300 CTE Students Trips to IRSC Great Explorations where students are exposed to postsecondary career programs (4 buses x \$450 = \$1,800) that will end prior to June 30, 2014; Performance Measures 2S1, 3S1, 5S1; Required Use of Funds 3 and 9		1,800
7200	7900	Indirect Cost .05		8580
<b>C) TOTAL</b>				<b>\$171,609</b>

## **Form 610 Risk Analysis**

**Currently unavailable, to be release by FLDOE prior to  
July 1, 2015.**

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

Projects recommended for FY 2015-2016 continuation funding must show successful performance accomplishments during the 2014-2015 project year. Any shortfalls or negative answers must be explained.

Eligible Recipient name: School District of Indian River County

Grant Project # for 2014-2015: 310-1615A-5CS01 Form prepared by: Deborah Long, CTE Director

Perkins Grant Lead Contact: Deborah Long, CTE Director Email: [Deborah.long@indianriverschools.org](mailto:Deborah.long@indianriverschools.org)

Agency staff designated to submit student data through the online databases:

Keith Williams, Program Analyst Email: [keith.williams@indianriverschools.org](mailto:keith.williams@indianriverschools.org)

**Cells will expand when text is typed**

<b>Evaluation of FY 2014-2015 Project</b>	✓ <b>YES</b>	✓ <b>NO</b>	<b>If NO, recipient must adequately explain any changes.</b> Use 12-point font and single spacing.
a) Are grant expenditures directly related to and proportionate with performance outcomes achieved in 2014-2015?	✓		
b) Has local Perkins IV most recent available performance data (2013-2014) been reviewed for accuracy?	✓		
c) Has the eligible recipient attended the annual statewide data reports workshop and/or MISATFOR/WEDDAC meetings hosted by FLDOE?	✓		
d) Has the eligible recipient accessed a copy of the Quality Assurance Policies, Procedures, and Protocols developed by the Division of Career and Adult Education?	✓		
e) Does eligible recipient understand and continue to meet the programmatic requirements for size, scope, and quality to achieve continuous improvement?	✓		
f) Has the eligible recipient participated in career and technical education bi-monthly conference calls with the Chancellor of the Division of Career and Adult Education?	✓		
g) Has the eligible recipient received regular electronic communication from the Chancellor of Division of Career and Adult Education regarding issues related to the administration of Perkins IV?	✓		
Are the following <b>9 Required Use of Funds (statutory considerations for compliance)</b> still in place according to the original local application and any approved amendments?			
1. Integration of Academic and Career and Technical Education	✓		
2. Secondary and postsecondary linkages through Programs of Study	✓		

3. Providing strong experience in and understanding of all aspects of industry	✓		
4. Use of technology in career and technical education	✓		
5. Professional development programs	✓		
6. Evaluation of career and technical education programs	✓		
7. Initiate, improve, expand and modernize quality CTE programs, including relevant technology	✓		
8. Provide services and activities that are of sufficient size, scope and quality to be effective	✓		
9. Prepare special populations for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency	✓		

Address the following:

Cells will expand when text is typed.

<b>Evaluation of FY 2014-2015 Project</b>	
h) What dollar amount of your local 2014-2015 basic grant funds went to each of the following types of CTE programs?	\$ <u>0.00</u> for Grades 7-8 middle school CTE \$ <u>167,350</u> for Grades 9-12 high school CTE
i) If you conduct an annual assessment of local program offerings, what criteria is used to assess programs?	List criteria: Advisory Committees; Student Enrollment; Industry Certifications Report
j) If you use a rubric or other form of evaluation to measure program effectiveness, please provide a hardcopy or website URL.	Attached: yes _____ no <u>✓</u> not applicable _____ or Provide website URL:
k) Do you have CTE program offerings in high schools classified as "Prevent", "Focus" or "Priority" status under the FLDOE Differentiated Accountability (D.A.) Classification Model?	yes _____ no <u>✓</u> not applicable _____
l) Did you and/or your staff participate in a D.A. instructional review and evaluation during the Fall of 2014?	yes _____ no <u>✓</u> not applicable _____
m) Will your LEA's 2015-2016 Perkins funding allocation target CTE programs in "Prevent", "Focus" or "Priority" High Schools?	yes _____ no <u>✓</u> not applicable _____  If yes, describe how:
n) What was the total amount of your agency's Perkins 2014-2015 funding allocation for this project?	\$ 167,350
o) How much has been spent to date?	\$ 143,953
p) What is the total amount that will be spent/encumbered	\$ 167,350

by June 30, 2015?

q) If 100% of the total allocation will not be spent and/or encumbered by June 30, 2015, explain why:

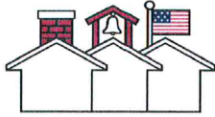
Any performance shortfalls must be explained by including corrective measures put into place to prevent future shortfalls.

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

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

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

Please respond here:



# 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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April 9, 2015

Florida Department of Education  
Office of Grants Management  
325 West Gaines Street, Room 344  
Tallahassee, FL 32399-0400

To Whom It May Concern:

The School District of Indian River County wishes to extend the Perkins IV Local Plan through Fiscal Year 2015-2016.

If you need more information, please contact Deborah Long, Director of Secondary Education, at [deborah.long@indianriverschools.org](mailto:deborah.long@indianriverschools.org) or 772-564-3209.

Sincerely,

Frances J. Adams, E.D.  
Superintendent

"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

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

**Nine Required Activities**

**Applicants must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 2008-15 Local Plan, submitted in June 2008/subsequent year, or write NO PLANNED CHANGES for how the career and technical education programs will be carried out.**

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

1. strengthen the academic and career and technical skills of students participating in career and technical education programs, by strengthening the academic and career and technical education components of such programs through the integration of academics with career and technical education programs through a coherent sequence of courses, such as career and technical Programs of Study to ensure learning in -
  - A. Core academic subjects; and
  - B. Career and technical education subjects;
  
2. link career and technical education at the secondary level and career and technical education at the postsecondary level, including by offering the relevant elements of not less than 1 career and technical program of study;
  
3. provide students with strong experience in and understanding of all aspects of an industry, which may include work-based learning experiences;

1. The School District of Indian River County will provide career guidance and academic counseling for students participating in career and technical programs by employing two career specialists that will serve the high schools and alternative education center. The career specialists will collaborate with the guidance departments to ensure that the guidance counselors have an understanding of career and technical programs and the importance of the coherent sequence of courses that are required. Automotive Service Technology (industry certified by NATEF) is required to test and interview applicants who desire to enter that program. The career specialists have the responsibility of delivering that process. Sebastian River High School utilizes an academy approach to learning; therefore, the core academic subjects are included within the career and technical programs. Vero Beach High School's academic curriculum is in accord with the career and technical subjects; for instance, English requires a project of a student's career choice. **NO PLANNED CHANGES**
  
2. Indian River County Schools and Indian River Community College have an articulation agreement whereby VBHS and SRHS offer dual-enrollment in career and technical programs as well as in academic courses. Career Pathways Articulation Agreements for all Indian River County Schools' career and technical programs accelerate students who wish to pursue an AS Degree at IRSC. The Indian River County School District is constantly evaluating its career and technical programs by using advisory committees to ensure more students that have the opportunity to participate in dual enrollment and/or continuing post-secondary technical programs. **NO PLANNED CHANGES**
  
3. Field trips, guest speakers, and work-based learning experiences are ways in which students will gain an understanding of the industries which they study i.e. architects speak to the drafting program students about their careers and field trips occur to expose different designs and buildings, students in the C.N.A. program experience real-life situations through their clinical experiences, culinary students are responsible for cooking, serving and cleaning of the kitchen, and the accounting class operates a bank for students. The twelfth graders' experience includes internships and work-based learning which is monitored by the career specialists. **NO PLANNED CHANGES**



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

**Nine Required Activities**

**Applicants must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 2008-15 Local Plan, submitted in June 2008/subsequent year, or write NO PLANNED CHANGES for how the career and technical education programs will be carried out.**

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

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

5. provide professional development programs that are consistent with Section 122 to secondary and postsecondary teachers, faculty, administrators, and career guidance and academic counselors who are involved in integrated career and technical education programs, including—
  - A. in-service and pre-service training on-
    - i. effective integration and use of challenging academic and career and technical education provided jointly with academic teachers to the extent practicable;

4. The training of career and technical education teachers will continue to be essential. The School District of Indian River County (SDIRC) recognizes that in order to prepare students for success in the 21<sup>st</sup> Century, teachers and students have a critical need for both technology resources and the knowledge to use those resources successfully. They will participate in staff development offered by the county office which includes Intel--technology instruction for the classroom teachers, reading and literacy workshops. Obtaining state or national certification in career and technical programs requires teachers to acquire special training in their chosen field. Teachers are trained in new software such as the new version of Computer Aided Drafting (CAD), Adobe, GIS, and QuickBooks. This provides students with the latest technical skills. The career educators use strategies that overcome barriers which impede the special population students and enable them to be productive citizens.

**NO PLANNED CHANGES**

5. As part of the Career Pathways Consortium, professional development programs that are consistent with Section 122 are employed and attended by secondary teachers, administrators, career specialists and guidance counselors. **NO PLANNED CHANGES**

**A. Professional Development**

- The in-service and pre-service training includes effective integration and use of challenging academic and career and technical education provided jointly with academic teachers to the extent practicable.
- Teachers will have the opportunity to attend statewide workshops providing "best practices" and opportunities for learning concerning career and technical education, career pathways, career academies, and middle school alignment.
- District wide and school wide staff development on data-driven student test scores with Performance Measures Two to improve instruction
- SDIRC professional development based on research to guide the interaction of students

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

**Nine Required Activities**

**Applicants must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 2008-15 Local Plan, submitted in June 2008/subsequent year, or write NO PLANNED CHANGES for how the career and technical education programs will be carried out.**

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

- ii. effective teaching skills based on research that includes promising practices;
- iii. effective practices to improve parental and community involvement; and
- iv. effective use of scientifically-based research and data to improve instruction;

B. support of education programs for teachers of career and technical education in public schools and other public school personnel who are involved in the direct delivery of educational services to career and technical education students, to ensure that such teachers and personnel stay current with all aspects of an industry;

C. internship programs that provide relevant business experience; and

D. programs designed to train teachers specifically in the effective use and application of technology to improve instruction;

- 6. develop and implement evaluations of the career and technical education programs carried out with funds under this title, including an assessment of how the needs of special populations are being met;

- and an instructional strategies for improving reading and writing
- SDIRC has the following tools which enhance communications with the parents: Esembler gives parents information about their student i.e. homework assigned, attendance, grades, etc. electronically; ConnectEd is a phone system that allows a school to contact the entire student population's parents to announce a message. In addition, information about career and technical is on the district's website; advisory committees of all career and technical programs for the community involvement; and representation on the Chamber of Commerce.
- Teachers will have the opportunity to attend a National Career Pathways Network (NCPN) conference through the Career Pathways Consortium and workshops offered by Region III and Workforce Education

B. The Director emails the career and technical teachers whenever an article or training that might be of assistance to them or their students in keeping abreast of the latest in their career programs. SDIRC supports career and technical teachers by allowing them to attend field trips or workshops so that they can stay current with all aspects of an industry.

C. Industry experience for teachers to receive skills from local businesses is offered through the Challenger Program from the State of Florida. This Program collaborates with local businesses throughout the state and offers teachers an opportunity to work during the summer improving their skills so they can bring what they learned to their students. District summer workshops are offered for teachers that train them in the effective use and application of technology to improve instruction.

D. SDIRC offers programs to train teachers in instructional technology applications such as Intel that offers the instructor tools which enable the students to receive the latest information available

6. The administration and career specialists will develop and implement a career/technical evaluation process that will include, not limited to: students' participation in career-based learning, school based enterprise, career days/fairs, and advisory committees. With the funds received by this grant, the Career Specialists will meet with the ESE Department and develop an assessment for special populations that may include analyzing data from the Informational System Department. The transition specialist of ESE will report specific procedures used to monitor ESE students' progress and assure consistency with each student's IEP. **NO PLANNED CHANGES**

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

**Nine Required Activities**

**Applicants must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 2008-15 Local Plan, submitted in June 2008/subsequent year, or write NO PLANNED CHANGES for how the career and technical education programs will be carried out.**

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

7. initiate, improve, expand, and modernize quality career and technical education programs, including relevant technology;

7. This grant has enabled the school district to purchase relevant technology/equipment so that students have the opportunity to become industry-certified in their career choice and/or use the new, up-to-date equipment that is found in the workforce. **NO PLANNED CHANGES**

8. provide services and activities that are of sufficient size, scope, and quality to be effective; and  
(Refer to the Perkins IV Implementation Guide (2015-2016 Edition) for new state requirements on size, scope, and quality.)

8. SDIRC offers its students 16 career and technical education programs, which is far above what the state requires. These programs consist of three or more courses leading to fulfillment of the requirements of the Florida Gold Seal Vocational scholars award. A Certificate of Completion is awarded to each student that completes a program. **NO PLANNED CHANGES**

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

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

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

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

**Part B**

1. Permissive Use of Funds (2)—the Perkins funds provide salaries and pay supplements for two career specialists whose responsibilities will include career counseling and planning, improving graduation rates; providing industry certified testing to students who are recommended by their teachers, participation in Great Explorations sponsored by IRSC, and recruitment activities such as organizing the walk-throughs of the career programs by the ninth graders at each high school and (18) the Perkins funds provide workshops which allow teachers in Light Maintenance and Repair to update their training and earn an ASE certification. **NO PLANNED CHANGES**
2. **A. Program of Study**

**2015-2016 Florida Programs of Study Elements**

<b>2015-16 Program of Study: (Culinary Arts)</b>	
<b>Required Elements</b>	<b>Check (✓) if POS includes this element</b>
1. Include at least one articulation agreement (can be statewide or local agreement) for postsecondary education or training that outlines articulated credit students can earn by taking one or more of the courses in this program, by completing the program, and/or by earning the certification(s) linked to this program	✓
2. Address local area need based on local economic conditions (based on local economic trend data), were on the TOL/ROL list, or was recommended by local workforce advisory board	✓
3. Fall into one of the Florida 17 Career Clusters	✓
4. Be included on the list of programs on the FDOE curriculum frameworks webpages ( <a href="http://fldoe.org/academics/career-adult-edu/career-tech-edu/curriculum-frameworks">http://fldoe.org/academics/career-adult-edu/career-tech-edu/curriculum-frameworks</a> )	✓
5. Center around a sequence of relevant, rigorous, locally required core academic courses as well as the required CTE courses	✓
6. Include required CTE secondary or PSAV courses that are part of the required sequence for that POS, as outlined in the FDOE curriculum frameworks for that program and recommended performance standards for AS/AA degree programs	✓
7. Offer rigorous CTE Courses that prepare students for program-related certification exams	✓

8. Provide coursework that prepares students for specific postsecondary program options, offered at local/regional institutions, that a student could move into once completing the particular secondary program	✓
<b>Other Recommended/Optional Elements</b>	
1. Offer students opportunity to participate in a career and technical student association relevant to that program <a href="http://fldoe.org/core/fileparse.php/7521/urlt/CareerTechStudentOrg.pdf">http://fldoe.org/core/fileparse.php/7521/urlt/CareerTechStudentOrg.pdf</a>	
2. Offer students opportunities for program–related internship/work experience	✓

**Application Requirements:**

1. The next two pages is the Culinary Arts Programs of Study which meets all the state requirements listed above for Sebastian River High School and Vero Beach High School.

Career Cluster: Hospitality & Tourism

CTE Program: Culinary Arts

Career Cluster Pathway: Restaurants and Food & Beverage Services

Industry Certification: Certified ServSafe Food Manager



**16 CORE CURRICULUM CREDITS**

**8 ADDITIONAL CREDITS**

**ENGLISH**  
4 credits

**MATH**  
4 credits

**SCIENCE**  
3 credits,  
2 with lab

**SOCIAL STUDIES**  
3 credits

**OTHER REQUIRED COURSES**  
FINE ARTS (1 credit)  
PHYSICAL EDUCATION (1 credit)

**CAREER AND TECHNICAL EDUCATION COURSES**

**RECOMMENDED ELECTIVES**  
(ALIGNED WITH COMMUNITY COLLEGE & STATE UNIVERSITY SYSTEM PROGRAMS)

- Students are encouraged to use [flchoices.org](http://flchoices.org) to explore careers and postsecondary options.
- Students are also encouraged to participate in dual enrollment courses which may be used to satisfy high school graduation or Bright Futures Gold Seal Vocational Scholars course requirements.
- One course within the 24 credit program must be an online course. Cumulative GPA of 2.0 on a 4.0 scale for 24 credit program

**HIGH SCHOOL**

**9<sup>th</sup>**

English 1 or H

Alegbra 1 or H, or  
Geometry or H

Physical Science, or  
Biology H

None or AP Human  
Geography

HOPE

Introduction to  
Information  
Technology

Foreign Language for SUS admission or other elective appropriate for student's career and education plan.

**10<sup>th</sup>**

English 2 or H

Geometry or H, or  
Algebra 2 or H

Biology H or AP,  
Chemistry or H or AP

World History, H or  
AP

Elective of Choice, H or  
AP

Culinary Arts 1

Foreign Language for SUS admission or other elective appropriate for student's career and education plan.

**11<sup>th</sup>**

English 3 or H, or  
AP Lang

Alegbra 2 or H, or  
Analysis of Function

Chemistry H or AP,  
or student choice of  
science, H or AP

American History, H  
or US History AP

Elective of Choice, H or  
AP

Culinary Arts 2

Other elective course appropriate for student's career and education plan.

**12<sup>th</sup>**

English 4 or H, or AP  
Lit

Analysis of Function;  
or Calculus, H or AP

Physics H or  
AP, student choice of  
science, H or AP

Economics H or AP,  
American  
Government H or AP

Elective of Choice, H or  
AP

Culinary Arts 3

Other elective course appropriate for student's career and education plan.

Based on the Career Cluster of interest and identified career and technical education program, the following postsecondary options are available.			
POSTSECONDARY	TECHNICAL CENTER PROGRAM(S)	COMMUNITY COLLEGE PROGRAM(S)	UNIVERSITY PROGRAM(S)
		Commercial Foods and Culinary Art	Culinary Management AS(1612050400) (3 credits minimum are available through statewide articulation agreement if student earns industry certification, ACFED002) Culinary Management (AAS-06120050400)(6 college credits available through statewide articulation agreement if student earns industry certification, ACFED002) Baking and Pastry Management AS (1612050101) Baking and Pastry Management AAS (0612050101) Culinary Arts CCC (0612050301) Culinary Arts Management Operations CCC (0612050401) Chef's Apprentice CCC (0612050302) Restaurant Management AS (1252090500) Restaurant Management AAS (0252090500)
CAREER	Sample Career Specialties (The Targeted Occupations List may be used to identify appropriate careers.)		
	Restaurant Cook Short Order Cook Utility Cook	Chef Restaurant Manager Baker	
CREDIT	Articulation and CTE Dual Enrollment Opportunities		
	Secondary to Technical Center (PSAV) <small>(Minimum # of clock hours awarded)</small>	Secondary to College Credit Certificate or Degree <small>(Minimum # of clock or credit hours awarded)</small>	PSAV/PSV to AAS or AS/BS/BAS <small>(Statewide and other local agreements may be included here)</small>
		Students earning the Certified ServSafe Food Manager while in a secondary program will earn 3 credits towards the AS/AAS in Culinary Management.	The 1500 clock hour program in Commercial Foods and Culinary Arts OR the 750 clock hour program in Commercial Foods and Culinary Arts 1 AND the 750 clock hour program in Commercial Foods and Culinary Arts 2 shall articulate twenty four (24) (accredited programs) or fifteen (15) (non-accredited programs) college credit hours to the AAS/AS Degree in Culinary Management.

Program of Study Graduation Requirements 2013-2014: <http://www.fldoe.org/workforce/perkins/pdf/POS-GradChecklist.pdf>

2. Procedures utilized to develop and implement new Programs of Study: The high schools career specialists meet with county and school administrators to determine CTE needs and curriculum areas which are not being covered. Input from local businesses, chamber of commerce and post-secondary institution is gathered.
3. The individuals involved in implementation of new Programs of Study include career specialists, high school principals, assistant principals of curriculum, district CTE director, and superintendent. From the community, individuals include chamber of commerce members, advisory committee members, and local business partners.
4.
  - a. Every year, each high school conducts a walk-through for ninth graders which involves a tour of career programs presented by the teachers. These tours provide the students with excellent information and an opportunity to ask questions about the program from the teacher. Additionally a parent night is conducted to provide information and tours for the CTE programs. More information can be found on the high schools websites (<https://www.indianriverschools.org/programs-of-study>) where the parents and faculty have access or the parent/student may contact the career specialist. Ninth graders meet with their guidance counselor and career specialist to select their career education courses for the next year.
  - b. The high school guidance counselors and career specialists meet every week. This allows the career specialist to inform the counselors of any changes in career and technical education. In addition, the secondary guidance counselors and career specialists meet once every nine weeks with the district administration and discuss any updates regarding students and scheduling.
  - c. Articulation agreements for all programs of study, except Industrial Biotechnology, which will have seniors in 2017, have been approved by the Boards at both institutions and signed by the President, Indian River State College, and Superintendent, SDIRC.
  - d. Students will be awarded articulation credits upon initial registration at IRSC, except where entrance/competency exams are needed based on program acceptance and/or course placement, and as



part of the program selection process in IRSC educational services credits awarded at program selection are final and a one-time process.

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

f. The high schools have advisory committees which include individuals from local business/industry/health and agencies such as Career Source that offer their expertise in certain career fields. The members provide local employment status and any changes that the teacher needs to employ in their curriculum.

g. Work-based learning experiences are ways in which students will gain an understanding of the industries which they study. Students in the C.N.A. program experience real-life situations through their clinical experiences, culinary students are responsible for cooking, serving and cleaning of the kitchen, marketing students print tee shirts as a school-based enterprise, students in the design program are responsible for their school web site, and the accounting class operates a bank for students. The twelfth graders' experience includes internships and work-based learning which is monitored by the career specialists.

h. The high school's website contains a career and technical section which describes the different programs of study and courses which lead to an industry certified test. Teachers are well-versed in their career area and explain to their students the value of passing an industry certified test.

5. a. The School District offers ~~15~~ 16 CTE programs in two high schools.

b. All CTE programs have been converted to Programs of Study.

6. The School District will complete the state requirement of converting CTE programs to comprehensive Program of Study using the state template which explains to the student the courses he/she would achieve in college credits by completing the program.

7. There are no CTE programs in need of conversion to a Program of Study in 2015-2016.

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

2C. Field trips, guest speakers, and work-based learning experiences are ways in which students will gain an understanding of the industries which they study i.e. architects speak to the drafting program students about their careers and field trips occur to expose different designs and buildings. The twelfth graders' experience includes internships and work-based learning which is monitored by the career specialists.

2D. In preparation for students who desire to become industry certified, career teachers are aware of the importance of instructing their students in rigorous content in each occupational area. For instance, in Health Science both schools tested 77 students and 75 became certified nursing assistants. This would be impossible to achieve that high passage percentage without a challenging curriculum. **NO PLANNED CHANGES**

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

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

SDIRC developed a procedure for initial teachers which includes unit and lesson planning, critical thinking/FCAT, professional ethics, cooperative learning/teaching strategies, modifying instructions, working with ESE students, assessment, abuse awareness, creating and using rubrics, equity, grading practices, assessment driven instructional modifications, motivation and learning theories, performance measures training, differentiated instruction, reading development, and instructional technology. This 88

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

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

Career and technical education relies heavily on its networking among business partners. Each career and technical program has an advisory committee which meets twice a year to give the teachers their input concerning the curriculum, activities, and other items that may benefit the students. These advisory committees have teachers, administrators, students, business partners, and parents that discuss the development, implementation, and evaluation career and technical education programs. Representatives from business and industry, postsecondary institutions, armed services, and local agencies participate in career/job fairs that are held at each school. All juniors and seniors attend these activities that enable them to gather more information about their career choice. Events such as the Career and Technical Extravagance at Indian River Mall and Academy Awareness where parents and students participate and gather information about the career programs that helps them make a well-informed decision about the student's career choice. Upcoming tenth graders do a walk-through of all the career and technical programs where the teachers given the students a summary of the program and the students watch a video

of all the career programs before they register. Their parents/guardians are required to sign their registration form that states the career and technical program they chose. The consortia collaborate with its members and strive to meet the needs of every career and technical student. Indian River State College hosts “Great Explorations” that is an event designed to introduce high school students from the four-county area to career options. The students engage in related hands-on activities and they are introduced to business people and professionals employed in their area of interest. A leadership committee comprised of administrators of the four-county area and IRCC meet quarterly to discuss items that affect our programs and students.

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

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

<b>SIZE, SCOPE &amp; QUALITY PROGRAMMATIC REQUIREMENTS CHART</b>			
<b>SIZE (Items 1- 4 below)</b>			
<b>1. Identify Program Name(s)</b>	<b>2. Identify Program #(s)</b>	<b>3. Identify CIP Code(s)</b>	<b>4. Identify Courses Offered to Reach Concentrator Status for Each Program</b>
Industrial Biotechnology	8736000	0626061601	biotechnology 1 biotechnology 2 biotechnology 3
<b>SCOPE (Items 5 &amp; 6 below)</b>			
<b>5. Describe How Program(s) (listed under “Size”) Align with Business and/or Industry</b>			
Several science companies are located in the four-county area including Indian River County. For instance, the Tradition Center for Innovation houses Vaccine and Gene Therapy Institutes and Torrey Pines Institute for Molecular Studies and Syngenta is locally operated. An advisory committee met including representations from the science community; discussed the biotechnology program and ways to collaborate with the schools.			
<b>6. Describe How Program(s) (listed under “Size”) Offer Dual Enrollment and/or Articulated Credit Opportunities</b>			
Florida Department of Education, Statewide Articulation Agreement, Biotechnician Assistant certification shall articulate three (3) college credit hours the AA/AS Degree in Biotechnology.			
<b>QUALITY (Items 7 &amp; 8 below)</b>			
<b>7. Identify Industry Certification and/or Licensure Available for the Program(s) Identified Under “Size”</b>			
Biotechnician Assistant, CERHB001, University of Florida, Center of Excellence for Regenerative Health Biotechnology (UF CERHB), Industry recognition through BioFlorida.			
<b>8. Describe if Program(s) Identified under “Size” are High-Skill, High Wage or High-Demand and Document Source</b>			
List identification source for determining High-Wage, High-Skill or High-Demand. The Statewide Demand Occupations Lists (DOL) and/or regional DOL must be used to identify High-Skill/High-Wage or High-Demand careers that align with your programs. Information may be accessed at: <a href="#">+0</a> .			
292099, Health Technologists and Technicians, All Other, not listed as a HW, HS or HD			
<b>9. Describe how the eligible recipient ensures that academics are an integral component of all the CTE Programs identified under “Size”.</b>			
While meeting the state standards for science, the coursework will focus on developing science and bio-technical skills that are current and in demand for this rapidly growing occupation. Some or all of the courses in this program have been academically aligned to the Florida Standards for Mathematics and the Next Generation Sunshine State Standards (NGSSS) for Science.			

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

The administrator and career specialists will research occupational areas using information provided by Indian River Chamber of Commerce, State of Florida Agency for Innovation Labor Market Statistics, and the Workforce Development Board of the Treasure Coast to examine careers that better meet the needs of

our community (revise and update current career programs). An annual report will result that states the findings and recommendations will be sent to the Assistant Superintendent of Curriculum and Instruction.

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

**A.** SDIRC encourages students with special needs to enroll in career and technical programs. Career specialists work collaboratively with the ESE Department to facilitate academic assistance to further the integration of academic and career and technical components, equipment and curriculum modifications.

Other support services will be provided to assist students who are members of special populations to successfully complete their career and technical program. The ESE Program Specialist will provide enhanced guidance and counseling services.

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

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

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

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

## **9. Non-traditional Careers**

The Career Specialists have implemented programs, services, and activities for non-traditional careers and will continue counseling students about non-traditional careers. In their recruitment activities, non-traditional programs will be highlighted such as the Nursing Assistant for males and Automotive Service Technology for females. The career specialists meet with the guidance staff prior to student registration and share that all CTE programs are available to all students. The career specialists will obtain guest speakers who work in a non-traditional field speak to students. Students are encouraged to enroll in these programs by the Career Specialist.

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

SDIRC developed a comprehensive school counseling program resource guide that states the goals of the counseling program are to assist each individual in achieving educational success, developing consistencies in career and life planning and in acquiring and applying knowledge of self and others. The high school career specialist is a part of the guidance team and an integral part of the total education program. Counselors proactively implement a 9-12 guidance curriculum to enhance academic achievement, personal/social, and career development. The job responsibility of a career specialist mirrors the job responsibilities of a guidance counselor. They include guiding and counseling groups of individual students through the development of educational and career plans, consulting with teachers, parents, guidance counselors, administrators and appropriate staff to meet the career development needs of students, and maintaining ongoing professional development. The career specialist will attend local and state staff development activities and relevant workshops/conferences sponsored by professional organizations. The career specialists collaborate with the Research Coast Pathways Consortium and the community college to acquire training opportunities for the career and technical students. The career specialists also attend college night and encourage the career students to attend it as well by using

ConnectEd (phone system that leaves a message for parents) and presenting this information to all juniors and seniors in their career programs.

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

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

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

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

Indian River Charter High School receives a letter each year informing the principal of the federal funding available, including Carl Perkins Career and Technical Education; they chose not to participate. Carl Perkins' funds provide the charter school bus transportation to IRSC main campus, Fort Pierce, Florida, for Great Explorations so their students have an opportunity to tour the postsecondary career and technical programs.

**13. Purposes and Programs for Members of the Consortium—NO PLANNED CHANGES**

The goal is for all career/technical education students to obtain equal access and maximum benefit from their educational experience enabling an effective transition into the college environment and



information/opportunities are disseminated/offered to all career/technical education students within the Consortium. The anticipated success is enhanced student access and success.

**14. List of Names and Addresses of the Sites Served in 2015-2016**

Vero Beach High School (VBHS)  
1707 16<sup>th</sup> Street  
Vero Beach, FL 32960

Sebastian River High School (SRHS)  
9001 90<sup>th</sup> Avenue  
Sebastian, FL 32958

<u>Career Program</u>	<u>CIP Number</u>
Automotive Maintenance and Light Repair (VBHS, SRHS)	0647060417
Accounting (VBHS)	0552030220
Industrial Biotechnology (SRHS, VBHS)	0626061601
Building Construction (Electrical, Carpentry, Roofing, Air Conditioning/Heating, Roofing, and Masonry) (VBHS)	0646040102
Business Management and Analysis (VBHS)	0552070110
Digital Design (VBHS, SRHS)	0510030306
Entrepreneurship (SRHS)	0252070102
Culinary Arts (VBHS, SRHS)	0420040210
Commercial Photography (VBHS)	0650040600
Criminal Justice (SRHS)	0743010305
Digital Video Production (SRHS, VBHS)	0610010522
<del>Drafting Illustration and Design (VBHS)</del>	<del>0648010102</del>
Drafting	0648010102
Geospatial/Geographic Information System (SRHS)	0545070214
Network Support Services (SRHS)	0511090102
Nursing Assistant/Home Health Aide (VBHS, SRHS)	0317060201
Welding Technology (SRHS)	0648050802

**15. ~~3.~~ Support for Reading and Math Initiatives/Strategic Initiatives for 2015-16**

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

career specialists will continue to meet with career and technical students to conduct counseling and utilizing career software for students' career plans, including post-secondary education.

The career specialists will collaborate with the guidance departments to ensure that the guidance counselors have an understanding of career and technical programs and the importance of the coherent sequence of courses that are required. Sebastian River High School utilizes an academy approach to learning; therefore, the core academic subjects are included within the career and technical programs. Vero Beach High School's academic curriculum is in accord with the career and technical subjects; for instance, English requires a project of a student's career choice.

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

Students that enroll in career and technology programs are taught the same academic requirements that are obtained by their peers and are encouraged to receive postsecondary credit by dual enrollment at

IRSC thus they are expanding the opportunities for postsecondary degrees. The career students must pass the FCAT in the 10<sup>th</sup> grade and meet all the requirements to graduate. The core curriculum for career students is coherent and rigorous content aligned with challenging academic standards to improve college and career readiness.

Implementing a new STEM program, Industrial Biotechnology, the high schools will provide rigorous, challenging courses that entail current science-biotechnical skills which are in demand for a rapidly growing occupation. Goal 3, Skilled Workforce and Economic Development, for Florida's education system is being met through the expansion of the STEM-related career program. The high schools career specialists and the science teachers have recruited students for the upcoming school year, 2014-15, visited high schools that have established Biotechnology Programs, and placed orders for the equipment, supplies and curriculum textbooks. The Director of Career, Technical and Adult Education, Indian River County School District, is meeting with IRSC's Director for Career Pathways Initiatives to develop an articulation agreement.

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

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

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

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

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

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

As required in Section 123 of the Act, a local improvement plan is not necessary because the School District of Indian River County achieved at least 90% on their 2013-2014 local agreed upon performance levels.

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

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

**Carl D. Perkins, Secondary, Section 131  
APPLICATION REVIEW CRITERIA AND CHECKLIST**

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

Place in the following order	Item	Applicant Provide page #s for items listed	DOE Staff ✓ Check appropriate box below	
			Complete	Incomplete
<b>1</b>	DOE 100A, Project Application – with original signature	<b>1</b>		
<b>2</b>	DOE 101, Budget Narrative Form <u>If consortium, include an individual form for each of the agencies in the consortium.</u>	<b>2-4</b>		
<b>3</b>	DOE 610 Risk Analysis Form	<b>5</b>		
<b>4</b>	Projected Equipment Purchases Form OR other equipment documentation	<b>N/A</b>		
<b>5</b>	Self-Evaluation Form	<b>6-8</b>		
<b>6</b>	Request to Extend Local Plan Letter	<b>9</b>		
<b>7</b>	<b>Narrative Section</b>			
	1. Part A and Part B Use of Funds	<b>10-14</b>		
	2. Program of Study – 2A-2E (include applicable lists)	<b>14-20</b>		
	3. Professional / Curriculum Development	<b>20-21</b>		
	4. Stakeholders Involvement	<b>21-22</b>		
	5. Size, Scope & Quality	<b>22-23</b>		
	6. Evaluate and Improve	<b>23-24</b>		
	7. A - C Barriers, Special Pops Levels, Self-sufficiency	<b>24</b>		
	8. Special Populations Non-Discrimination	<b>24</b>		
	9. Non-traditional Fields	<b>25</b>		
	10. Career Guidance and Counseling	<b>25-26</b>		
	11. A – B Teacher Recruitment, Retention, Transition	<b>26</b>		
	12. Charter School Support	<b>26</b>		
	13. Consortium Projects - ONLY	<b>26-27</b>		
	14. Sites and CIPs Lists	<b>27</b>		
	15. Support for Reading/Math Strategic Goals	<b>27-29</b>		
	16. Automotive Service Technology	<b>29</b>		
	17. Local Performance Accountability Information	<b>30</b>		
	18. Local Program Improvement Plans – if applicable	<b>30</b>		
	19. GEPA	<b>30</b>		
<b>8</b>	Application Review Criteria and Checklist	<b>31</b>		

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# FLORIDA DEPARTMENT OF EDUCATION

## Project Application

<b>Please return to:</b>  Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	<b>A) Program Name:</b>  <p style="text-align: center;"><b>Carl D. Perkins Postsecondary, Section 132 Entitlement Fiscal Year 2015-2016</b></p> <p style="text-align: center;"><b>TAPS NUMBER: 16B005</b></p>	<b>DOE USE ONLY</b>  Date Received    Project Number (DOE Assigned)
<b>B) Name and Address of Eligible Applicant:</b> School District of Indian River County Technical Center for Career and Adult Education 1990 25 <sup>th</sup> Street Vero Beach, FL 32960		
<b>C) Total Funds Requested:</b>  \$ 27,722  <hr style="width: 20%; margin-left: 0;"/> DOE USE ONLY  <b>Total Approved Project:</b>  \$	<b>D) Applicant Contact &amp; Business Information</b>	
	Contact Name: Christi Shields  Fiscal Contact Name: Sue Titus	Telephone Numbers: <b>772-564-4998</b> <b>772-564-3056</b>
	Mailing Address: <b>1990 25<sup>th</sup> Street</b> <b>Vero Beach, FL 32960</b>	E-mail Addresses: <a href="mailto:Christi.shields@indianriverschools.org">Christi.shields@indianriverschools.org</a> <a href="mailto:Susanne.titus@indianriverschools.org">Susanne.titus@indianriverschools.org</a>
	Physical/Facility Address: <b>1426 19<sup>th</sup> Street</b> <b>Vero Beach, FL 32960</b>	DUNS number: 120754676  FEIN number:
<b>CERTIFICATION</b>  <p>I, <u>Frances J. Adams</u>, do hereby certify that all facts, figures, and representations made in this application are true, correct, and consistent with the statement of general assurances and specific programmatic assurances for this project. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.</p> <p>Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.</p>		
<b>E)</b> _____ Signature of Agency Head		



A) SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 Name of Eligible Recipient: \_\_\_\_\_  
 B) \_\_\_\_\_  
 Project Number: (DOE USE ONLY)

<b>TAPS Number</b> 16B005
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## FLORIDA DEPARTMENT OF EDUCATION Budget Narrative Form

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

(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT
5300	120	Salary for Nursing Clinical Instructors (\$30/hour x 450 hours); Required Use of Funds 1,2,3,6,7,9;Perkins IV Performance Measures 1A1,2A1,3A1,4A1,SA2	.25	\$13,500
5300	220	FICA 7.65% for part-time Nursing Clinical Instructors; Required Use of Funds 1,2,3,6,7,9;Perkins IV Performance Measures 1A1,2A1,3A1,4A1,5A2	.25	\$ 1,033
5300	240	Workers Compensation .1% for part-time Nursing Clinical Instructors; Required Use of Funds 1,2,3,6,7,9;Perkins IV Performance Measures 1A1,2A1,3A1,4A1,5A2	.25	\$ 135
5300	210	FRS 7.41% for part-time Nursing Clinical Instructors; Required use of Funds 1,2,3,6,7,9; Perkins IV Performance Measures 1A1,2A1,3A1,4A1,SA2	.25	\$ 1,000
5300	510	Supplies for Medical Assisting and Pharmacy Technician Programs: Syringes, Needles, Paper, Thermometers, Latex Gloves, Bandages, Sutures, EKG Tabs, Vac Tubes; Required Use of Funds 1,2,3,6,7,9;Permissive Use of Funds 7,9,12;Perkins IV Performance Measures 1A1, 2A1, 4A1		\$ 1,000
5300	730	Tuition-Fees and textbooks through 6/30/15 for non-traditional and special population students enrolled in CTE		\$ 9,668
7200	790	Indirect cost fee 5% (Non-equipment)		\$ 1,386
<b>C)TOTAL</b>				<b>\$27,722</b>





**According to the Florida's Department of Education, the DOE 610 Risk Analysis Form will be forthcoming. Every agency must complete a Risk Analysis form effective July 1, 2015 prior to a project award being issued.**

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

Projects recommended for FY 2015-2016 continuation funding must show successful performance accomplishments during the 2014-2015 project year. Any shortfalls or negative answers must be explained.

Eligible Recipient name: School District of Indian River County, Technical Center of Careers & Adult Education

Grant Project # for 2014-2015: 562-1615A-5CP01 Form prepared by (name and title): Ruth Shaw, Coordinator, Technical Center

Perkins Grant Lead Contact (name and title): Christi Shields, Occupational Outreach Coor. Email: christi.shields@indianriverschools.org

Agency staff designated to submit student data through the online databases:

(Name and title): Greg MacDonald Email: greg.macdonald@indianriverschools.org

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

<b>Evaluation of FY 2014-2015 Project</b>	<input checked="" type="checkbox"/> <b>YES</b>	<input checked="" type="checkbox"/> <b>NO</b>	<b>If NO, recipient must adequately explain any changes.</b> Use 12-point font and single spacing.
a) Are grant expenditures directly related to and proportionate with performance outcomes achieved in 2014-2015?	✓		
b) Has local Perkins IV most recent available performance data (2013-2014) been reviewed for accuracy?	✓		
c) Has the eligible recipient attended the annual statewide data reports workshop and/or MISATFOR/WEDDAC meetings hosted by FLDOE?	✓		
d) Has the eligible recipient accessed a copy of the Quality Assurance Policies, Procedures, and Protocols developed by the Division of Career and Adult Education?	✓		
e) Does eligible recipient understand and continue to meet the programmatic requirements for size, scope, and quality to achieve continuous improvement?	✓		
f) Has the eligible recipient participated in career and technical education bi-monthly conference calls with the Chancellor of the Division of Career and Adult Education?	✓		

Evaluation of FY 2014-2015 Project	✓ YES	✓ NO	If NO, recipient must adequately explain any changes. Use 12-point font and single spacing.
g) Has the eligible recipient received regular electronic communication from the Chancellor of Division of Career and Adult Education regarding issues related to the administration of Perkins IV?	✓		
Are the following <b>9 Required Use of Funds (statutory considerations for compliance)</b> still in place according to the original local application and any approved amendments?			
1. Integration of Academic and Career and Technical Education	✓		
2. Secondary and postsecondary linkages through Programs of Study	✓		
3. Providing strong experience in and understanding of all aspects of industry	✓		
4. Use of technology in career and technical education	✓		
5. Professional development programs	✓		
6. Evaluation of career and technical education programs	✓		
7. Initiate, improve, expand and modernize quality CTE programs, including relevant technology	✓		
8. Provide services and activities that are of sufficient size, scope and quality to be effective	✓		
9. Prepare special populations for high-skill, high-wage, or high-demand occupations that lead to self-sufficiency	✓		

Address the following:

Cells will expand when text is typed.

Evaluation of FY 2014-2015 Project	
h) If you conduct an annual assessment of local program offerings, what criteria is used to assess programs?	List criteria:
i) If you use a rubric or other form of evaluation to measure program effectiveness, please provide a hardcopy or website URL.	Attached: yes _____ no _____ not applicable _____ or Provide website URL:
j) What was the total amount of your agency's Perkins 2014-2015 funding allocation for this project?	\$31,649
k) How much has been spent to date?	\$31,265
l) What is the total amount that will be spent/encumbered by June 30, 2015?	\$31,649
m) If 100% of the total allocation will not be spent and/or encumbered by June 30, 2015, explain why:	

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

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

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

**CAREER SOURCE WORKFORCE BOARD  
COORDINATION ASSURANCE FORM**

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

**-----Section A**

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

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

\_\_\_\_\_  
May 26, 2015

\_\_\_\_\_  
Date Submitted to Career Source  
Workforce Board

*Career Source Workforce Boards are invited to submit comments regarding the application to the Division of Career and Adult Education, Grants Administration and Compliance office by May 5, 2015.*

**Note:** Section 112 (b) (8) and 121 (c), Title I, Workforce Investment Act (WIA), sets expectations for providers of Carl D. Perkins postsecondary funds to enter into a Memorandum of Understanding with the Career Source Workforce Board for participation in the One-Stop system.

**-----Section B**

**The Superintendent or Agency Head certifies** that this **application covers more than one Career Source Workforce Board region**. The activities outlined in this application are consistent with the current Career Source local plans for all regions included in this application.

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

\_\_\_\_\_  
Date

**Note:** Section 112 (b) (8) and 121 (c), Title I, Workforce Investment Act (WIA), sets expectations for providers of Carl D. Perkins postsecondary funds to enter into a Memorandum of Understanding with the Career Source Workforce Board for participation in the One-Stop system.



# 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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April 28, 2015

Florida Department of Education  
Office of Grants Management  
325 West Gaines Street, Room 344  
Tallahassee, FL 32399-0400

Ladies and Gentlemen:

The School District of Indian River County wishes to extend the Perkins IV Local Plan through fiscal year 2014-2015.

Please contact Christi Shields, 772-564-4998 or [christi.shields@indianriverschools.org](mailto:christi.shields@indianriverschools.org) if you need more information.

Sincerely,

Frances J. Adams, Ph.D.  
Superintendent

“Educate and inspire every student to be successful”

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

“To serve all students with excellence”  
Equal Opportunity Educator and Employer

Nine Required Activities

Applicants must complete the cells in this column for each of the nine Required Uses of Funds by describing any planned changes to their approved 2008-15 Local Plan, submitted in June 2008/subsequent year, or write **NO PLANNED CHANGES** for how the career and technical education programs will be carried out.

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

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

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

3. provide students with strong experience in and understanding of all aspects of an industry, which may include work-based learning experiences;

4. develop, improve, or expand the use of technology in career and technical education, which may include-

- A. training of career and technical education teachers, faculty, and administrators to use technology, which may include distance learning;
- B. providing career and technical education students with the academic and career and technical skills (including the mathematics and science knowledge that provides a strong basis for such skills) that lead to entry into the technology fields; or
- C. encouraging schools to collaborate with technology industries to offer voluntary internships and mentoring programs, including programs that improve the mathematics and science knowledge of students;

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

- A. in-service and pre-service training on-
  - i. effective integration and use of challenging academic and career and technical education

3. The Technical Center post-secondary career graduates demonstrate their understanding of all aspects of an industry by passing the related industry certified and/or State prescribed examinations. Our career curriculum is at least 80% hands-on promoting complete understanding of industry applications. **NO PLANNED CHANGES.**

4. The training of career and technical education teachers will continue to be essential. The School District of Indian River County recognizes that in order to prepare students for success, teachers (and students) have a critical need for both technology resources and the knowledge to use those resources. Teachers regularly update their various state and national certifications by participating in regular training to maintain the standards of their specialties, thus assuring their continued technological understanding of the industries they teach. They will also participate in staff development offered by the district and professional development offered by the various industry trainers. Teachers are trained in new software and web-based applications in order to access the resources as tools in their classrooms. Teachers and students are provided with up-to-date technology and software that supports their industry training. Through advisory committees, teachers maintain close ties with the industries they represent and provide students with appropriate field experiences in addition to classroom instruction. The career educators use strategies that overcome barriers which impede the special population students and enable them to achieve a certification and become more productive citizens. Teachers provide students in need with academic remediation by providing after school tutoring and clinical support to bolster their success. **NO PLANNED CHANGES**

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

- In-service training includes effective integration and use of challenging academic and career and technical education flowing from industry standards and certification expectations.



provided jointly with academic teachers to the extent practicable;

- ii. effective teaching skills based on research that includes promising practices;
- iii. effective practices to improve parental and community involvement; and
- iv. effective use of scientifically-based research and data to improve instruction;

B. support of education programs for teachers of career and technical education in public schools and other public school personnel who are involved in the direct delivery of educational services to career and technical education students, to ensure that such teachers and personnel stay current with all aspects of an industry;

C. internship programs that provide relevant business experience; and

D. programs designed to train teachers specifically in the effective use and application of technology to improve instruction;

6. develop and implement evaluations of the career and technical education programs carried out with funds under this title, including an assessment of how the needs of special populations are being met;

•Teachers will have the opportunity to attend statewide workshops providing "best practices" and opportunities for learning concerning career and technical education paid by Technical Center.

•SDIRC professional development is research-based to guide the interaction of students and the instructional strategies for improving reading and writing.

•SDIRC offers programs to train teachers in instructional technology applications such as Intel that offers the instructor tools which enable the students to receive the latest information available.

•Programs can use ConnectEd (which is a phone system that allows a school to contact all students, or various subgroups) to announce a message.

•Information about career and technical programs is on the district's website.

•Career and technical program advisory committees promote community involvement.

•The district is represented at the Chamber of Commerce.

•Teachers will have the opportunity to attend a National Career Pathways Network (NCPN) conference through the Career Pathways Consortium and workshops offered by Region III, Workforce Education, and Florida Association of Career Technical Education

•The Director communicates with career and technical teachers whenever an article or appropriate training might be applicable to teachers or students. The Center supports career and technical teachers by allowing them to attend workshops or sponsor field trips so that they can stay current with all aspects of an industry.

•Industry experience for teachers is constantly updated as they work with community business using their new technologies. **NO PLANNED CHANGES**

6. The administration and career specialist will evaluate programs based on grant criteria, enrollment, attendance, progress and completers attaining industry certification. Students will continue to evaluate the course and teacher at the conclusion of each course. The Career Specialist will work with teachers to track and monitor all students on an individual basis, including self-identified special populations, and

7. initiate, improve, expand, and modernize quality career and technical education programs, including relevant technology;

8. provide services and activities that are of sufficient size, scope, and quality to be effective; and (Refer to the Perkins IV Implementation Guide (2015-2016 Edition) for new state requirements on size, scope, and quality.)

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

develop an assessment for special populations that may include analyzing data from the Informational System Department. **NO PLANNED CHANGES**

7. This grant will enable the school district to purchase relevant technology/equipment so that students have the opportunity to become industry-certified in their career choice and/or use the new, up-to-date equipment that is found in the workforce. **NO PLANNED CHANGES**

8. SDIRC post-secondary offers its students 10 career and technical education programs, exceeding the minimum number required. A Certificate of Completion is awarded to each successful student along with any specialized credentials earned in particular programs. Students have the opportunity to pass an industry certified test in their career field. **NO PLANNED CHANGES**

9. The career specialist assists career program teachers and students and actively participates in the guidance function. The career specialist uses strategies that overcome barriers which impede the special population students and enable them to become more productive citizens. The specialist works with groups and individuals in all classes to promote a positive career decision- making process. The career specialist researches high skill, high wage or high demand occupations that lead to self-sufficiency and works regularly with the local Career Source. **NO PLANNED CHANGES**

**1. Part B:** For the Fiscal years 2008-2015, briefly describe how the career and technical education programs' 20 Permissive Uses of Funds, Section 135 (c), may be carried out with funds received under this title. **NO PLANNED CHANGES**

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

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

Permissive Use of Funds #17, #20: Through this grant, scholarships will be available based on student's income for non-traditional and special population students enrolled in an identified non-traditional career program.

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


**2A.** Offer the appropriate courses of not less than one of the career and technical programs of study described in Section 122(c)(1)(A). SDIRC plans to join the Career Pathways Consortium and support consortium activities; however, no funds will be allocated for this purpose. The District will continue implementing the program of studies requirements identified in the Perkins Implementation Guide (2015-2016).

### 2015-2016 Florida Programs of Study Elements

To assure that the primary Program of Study (POS) reported for the 2015-16 project year to meet the Perkins requirements includes all of the required elements, please put the name of the Program of Study in the top row and then place a check (✓) in the box by the element(s) that pertain to this Program of Study.

2015-16 Program of Study: (name of POS)	
Required Elements	Check (✓) if POS includes this element
1. Successful completion of the Certified Nursing Assistant Program is articulated by the Practical Nursing Program at Technical Center of Career and Adult Education.	✓
2. There is an economic need for health-related programs in Indian River County, Brevard County and St. Lucie County. CareerSource (workforce	✓

advisory board) designated our center as being one of the most successful Practical Nursing and offers students scholarships. CareerSource has experienced the high rate of completion and job placement of students.	
3. Certified Nursing Assistant and Practical Nursing Programs are listed in the Health Science career cluster.	✓
4. Certified Nursing Assistant and Practical Nursing Programs are on the list of programs on the FDOE curriculum frameworks webpages ( <a href="http://fldoe.org/academics/career-adult-edu/career-tech-edu/curriculum-frameworks">http://fldoe.org/academics/career-adult-edu/career-tech-edu/curriculum-frameworks</a> ) under Health Science.	✓
5. Center around a sequence of relevant, rigorous, locally required core academic courses as well as the required CTE courses	✓
6. Include required CTE secondary or PSAV courses that are part of the required sequence for that POS, as outlined in the FDOE curriculum frameworks for that program and recommended performance standards for AS/AA degree programs	✓
7. Offer rigorous CTE Courses that prepare students for program-related certification exams	✓
8. Provide coursework that prepares students for specific postsecondary program options, offered at local/regional institutions, that a student could move into once completing the particular secondary program	✓
<b>Other Recommended/Optional Elements</b>	
1. Offer students opportunity to participate in a career and technical student association relevant to that program ( <a href="http://fldoe.org/core/fileparse.php/7521/urlt/CareerTechStudentOrg.pdf">http://fldoe.org/core/fileparse.php/7521/urlt/CareerTechStudentOrg.pdf</a> )	
2. Offer students opportunities for program-related internship/work experience	✓

Career Cluster: Health Science				CTE Program: Practical Nursing				
Career Cluster Pathway: Therapeutic Services				Secondary Industry Certification: Certified Nursing Assistant (C.N.A.) <b>Postsecondary Industry Certification: Licensed Practical Nurse (PN)</b>				
	16 CORE CURRICULUM CREDITS					8 ADDITIONAL CREDITS		
	ENGLISH 4 credits	MATH 4 credits	SCIENCE 3 credits, 2 with lab	SOCIAL STUDIES 3 credits	<b>OTHER REQUIRED COURSES</b> FINE ARTS (1 credit) PHYSICAL EDUCATION (1 credit)	CAREER AND TECHNICAL EDUCATION COURSES	<b>RECOMMENDED ELECTIVES</b> (ALIGNED WITH COMMUNITY COLLEGE & STATE UNIVERSITY SYSTEM PROGRAMS)	
HIGH SCHOOL	<ul style="list-style-type: none"> <li>Students are encouraged to use <a href="http://fchoices.org">fchoices.org</a> to explore careers and postsecondary options.</li> <li>Students are also encouraged to participate in dual enrollment courses which may be used to satisfy high school graduation or Bright Futures Gold Seal Vocational Scholars course requirements.</li> <li>One course within the 24 credit program must be an online course. Cumulative GPA of 2.0 on a 4.0 scale for 24 credit program</li> </ul>							
	9 <sup>th</sup>	English 1	Algebra I or Geometry	Physical Science or Biology	Civics	Physical Education (HOPE)	Elective	Foreign Language
	10 <sup>th</sup>	English 2	Geometry or Algebra 2	Biology or Chemistry	World History	Elective	Health Science 1	Foreign Language
	11 <sup>th</sup>	English 3	Algebra 2 or Pre-Calculus	Chemistry or Anatomy Physiology	U.S. History	Practical Arts or Fine Arts course (1 credit)	Health Science 2	Other elective course appropriate for student's career and education plan.
	12 <sup>th</sup>	English 4	Math Elective	Additional Science appropriate for career plans	Economics American Govt.	Elective	Nursing Assistant	Other elective course appropriate for student's career and education plan.
POSTSECONDARY	Based on the Career Cluster of interest and identified career and technical education program, the following postsecondary options are available.							
	<b>TECHNICAL CENTER PROGRAM(S)</b>		<b>COMMUNITY COLLEGE PROGRAM(S)</b>			<b>UNIVERSITY PROGRAM(S)</b>		
	Technical Center for Career & Adult Education—PN Certificate		Indian River State College—PN Certificate or Registered Nurse (A.S.)			Florida Atlantic University-Nursing (BSN)		
CAREER	Sample Career Specialties (The Targeted Occupations List may be used to identify appropriate careers.)							
	Nursing Assistants, Practical Nurse		Registered Nurse			Registered Nurse, ICU nurse, emergency room nurse, operating room nurse, charge nurse, and registered nurse supervisor		
CREDIT	Articulation and CTE Dual Enrollment Opportunities							
	<b>Secondary to Technical Center (PSAV)</b> C.N.A. certificate student receives 165 hours towards the PN program		<b>Secondary to College Credit Certificate or Degree</b> C.N.A. certificate student receives 165 hours towards the PN program			<b>PSAV/PSV to AAS or AS/BS/BAS</b> No Statewide Articulation Agreement		
Career and Technical Student Association: HOSA Future Health Professionals								
Internship/Work Experience Recommendations: Clinical experiences at health institutions								

## **Application Requirements:**

1. Technical Center for Career and Adult Education (TCCAE) has submitted a copy of Certified Nursing Assistant to Licensed Practical Nursing that includes all of the state required elements that are on the state template. Both programs meet the required elements that pertain to the Program of Study.
2. TCCAE school advisory council (SAC) comprised of people who are employed by local business/industry, agencies, and Chamber of Commerce discussed programs offered presently and additional programs that are needed in this community. The SAC expressed that since health careers were in high need, especially in Indian River County, the administrator and staff should survey the medical field. The result of that survey would enable the TCCAE make the decision as to the desired health program.
3. The Practical Nursing and Certified Nursing Assistant instructors from the high schools, TCCAE, and IRSC meet and develop the Program of Study for both programs.
4. a. TCCAE produced a video about career programs offered by our school that is shown county-wide using the educational channel. The school advertised our programs on the internet, local media and newspaper, and buses that travel throughout the community. The outreach specialist sends emails to all employees about the courses and programs offered through our school. Programs offered by the TCCAE can be reviewed by accessing our web site at [www.indianriverschools.org](http://www.indianriverschools.org), choose other schools under school links and an application can be downloaded on a cell phone.  
b. TCCAE has an occupational specialist who is responsible for marketing the career programs and counseling career students. Each high school has a career specialist that meet with the guidance counselors once a month and they are well-informed of the career courses offered at TCCAE. In addition, the Director of Nursing, TCCAE, does a presentation at the local high schools about the career programs offered at TCCAE.  
c. TCCAE has two Programs of Study, the Practical Nursing and Certified Nursing Assistant. As mentioned in number 3, all health instructors are involved: TCCAE, Vero Beach High School, Sebastian River High School, and IRSC. IRSC and the high schools have articulation agreements for every CTE program offered.  
d. TCCAE offers clock hour programs rather than credits.  
e. The process used to identify the locally endorsed sequence of academic and career and technical education courses from grade 9 through the postsecondary component of the varies depending on the program of study. For example, the minimum basic skills grade level is required for postsecondary adult career and technical before a student receives a career certificate of a 450 or more hours. The Test of Adult Basic Education determines what level the student is performing. If the student doesn't meet the basic skills level of that career program, the student is counseled to enroll in GED classes. Students may be exempt from meeting the basic skills requirements by earning an eligible industry certification. All career programs offer a sequence of courses that provides coherent and rigorous content aligned with challenging academic standards and relevant technical knowledge and skills needed to prepare for further education and/or the workplace.  
f. CTE Programs of Study reflect programs which are guided by the workforce and economic development needs of business/industry, the community and employment opportunities. TCCAE stays in contact with local businesses/industries by participating in the Chamber of Commerce, holding advisory meetings of each career program and researching the employment opportunities in the Treasure Coast Region.

g. Work-based opportunities in medical programs occur through internships and clinicals i.e. LPN and C.N.A. students perform clinicals at retirement facilities and medical centers. For pharmacy technician and medical assistants receive an internship as part of their program.

h. All of TCCAE’s career programs offer the opportunity for students to attain a state or national industry certification. Students in the C.N.A, Medical Assistant, Medical Coder/Biller, Culinary Arts, Phlebotomy, Commercial Driver and Welding are tested at the TCCAE site; whereas Pharmacy Technician and Practical Nursing have to report to a testing site. Students who complete the Private Security Officer program apply to the State to obtain their license.

5. a. The Technical Center for Career and Adult Education offers 10 CTE programs where students can earn a PSAV certificate.

b. To date, two CTE, PSAV Certificates, Programs of Study have been completed using the State Template and state-required elements.

6. Over the summer, each CTE instructor reviews and updates his/her program to be sure they follow the State’s current curriculum frameworks. The advisory committees of each CTE Program provide input and suggestions on the curriculum throughout the year.

7. TCCAE proposes to convert one program of study using the State Template that will include all of the state-required elements during the 2015-16 program year.

Program Name	Program Number	2015-2016 Projected Student Enrollment	Does the Program train for an occupation identified as High- Skill, High-Wage or High-Demand? *		Is this program part of a local articulation agreement?	
			Yes	No	Yes	No
Medical Assistant	H170515	36		xx		xx

SDIRC established a Career Pathways System that has a career counselor who is responsible for communicating and providing information concerning today's careers and partnering with local companies. Technical Center has advisory meetings twice a year where curriculum, employment outlook, student follow-up information, career pathways and marketing are discussed. Each career program presents an overview and receives feedback from the members and minutes of the meeting are made available.

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

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

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

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

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

### **3. Professional Development / Curriculum Development:**

- SDIRC developed a procedure for initial teachers which includes unit and lesson planning, critical thinking, professional ethics, cooperative learning/teaching strategies, modifying instructions, working with ESE students, assessment, abuse awareness, creating and using rubrics, equity, grading practices, assessment driven instructional modifications, motivation and learning theories, performance measures training, differentiated instruction, reading development, and instructional technology. This 88 hour training is conducted on Saturdays and early release Wednesdays and the teacher is given a year to complete these workshops.
- In addition to the sessions mentioned above, academic, guidance, administrative and career and technical education personnel will be provided with comprehensive professional development that promotes the integration of coherent and rigorous content aligned with challenging academic standards and relevant career and technical education. The following district-wide workshops will be held during the five-year plan for academic and career education: rigor/relevance framework to examine curriculum, instruction, and assessment; instructional strategies to develop more rigorous and relevant instruction to enable students to achieve at higher levels; student learning styles (concrete-sequential, abstract-sequential, concrete- random, abstract-random); integration curriculum aligned with Common Core Standards; assessments that will enhance the student's ability to perform based on instructional strategies; and educational technology.
- Furthermore, TCCAE participates in the Indian River Fellowship of Instructional Leaders (IRFIL) which is led by the District, focuses on school culture, self-efficacy, art of instruction, and literacy and trains educational leaders that results in organizational change. TCCAE attended five workshops (8 a.m. – 4 p.m.) last year and held in-service training for the faculty.

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

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

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

- **Size:** Upon successful completion of the Phlebotomy Program, students receive a certificate and qualify to take the national exam provided by the National Health Association. The Phlebotomy Program issues OCP "B". Students who successfully complete the Medical Assisting Program and Pharmacy Technician earn a certificate and receive multiple OCPs.
- **Scope:** The Medical Assistant, Pharmacy Technician, and Phlebotomy Programs have a medical advisory committee and local medical institutions partner with the program to offer facilities and clinicals experiences that reflect current medical practices, along with over 30 years of experience working as a medical assistant, pharmacy technician and phlebotomist.



- Quality: Practical Nursing students must have a valid Nursing Assistant (CNA) certificate to enter the program and, upon successful completion of the LPN program, receive a certificate and qualify to take the State of Florida licensing examination (NCLEX-PN). The LPN Program issues OCP "C". Students who successfully complete the Medical Assisting Program are eligible to take the American Association of Medical Assistants' Certification Examination with 5 years of experience. The Pharmacy Technician is approved by the Board of Pharmacy and students may receive a national certification through an exam offered by the National Health Career Association. The Workforce Region 20 Preliminary Target Occupations List for 2012-13 confirms Licensed Practical and Licensed Vocational Nurses (292061), has a Mean Wage of \$19.52/hour and Entry Wage of \$16.61/hour. As well as being practically oriented and steeped in the application of principled and ethical customer service, the Practical Nursing curriculum is rigorous and academically demanding and is integrated into all program activities.

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

This chart, to be completed by the eligible recipient, may be duplicated for the appropriate required number of programs (from 1-5) based on information listed by district in the Perkins IV Implementation Guide (2014-2015 Edition) at:

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

<b>SIZE, SCOPE &amp; QUALITY PROGRAMMATIC REQUIREMENTS CHART</b>
<b>SIZE (Items 1 below)</b>
<b>1. Describe how the eligible recipient will provide an opportunity for students to become CTE concentrators.</b>
Practical Nursing (PN) students must have a valid C.N.A. license to enter the program and, upon successful completion of the PN program, receive a certificate and qualify to take the State of Florida licensing exam (NCLEX-PN). The PN Program issues OCP "C". Students who successfully complete the Medical Assistant and Pharmacy Technician earn a certificate and multiple OCPs.
<b>SCOPE (Item 2 below)</b>
<b>2. Describe how postsecondary CTE program(s) align with business and/or industry.</b>
The PN, Medical Assistant (MA), and Pharmacy Technician (PT) Programs have a medical advisory committee and local medical institutions partner with the Programs to offer facilities and clinical experiences that reflect current medical practices. These medical professionals who serve as members of the advisory committees, inform the teachers of new issues and trends in the health care industry.
<b>QUALITY (Items 3 - 5 below)</b>
<b>3. Describe how the eligible recipient will provide opportunities for students to earn an industry certification and/or licensure.</b>
Upon successful completion of the PN program, students take the State of Florida licensing exam (NCLEX-PN); Medical Assistant students take an on-line National Health Association industry certification exam; Pharmacy Technician students take the Pharmacy Technician Certification Board industry certification exam.
<b>4. Describe how the eligible recipient will provide students with the opportunity to participate in a CTE program classified as high skill, high wage or high demand and document source.</b>
List identification source for determining High Wage, High Skill or High Demand. The Statewide Demand Occupations Lists (TOL) and/or regional TOL must be used to identify High-Skill/High-Wage or High-Demand careers that align with the agency's programs. Information may be accessed at: <a href="http://www.floridajobs.org">http://www.floridajobs.org</a> .
The Workforce Region 20 Preliminary Target Occupational List for 2012-13 lists Licensed Practical Nurses (292061) and Medical Assistant (319092) as Mean Wage of \$19.52/hour and \$14.45/hour; Entry wage of \$16.61/hour and \$11.41/hour. Medical Assistant has a 3.34 percent growth and Practical Nursing, 2.49 percent for Region 20
<b>5. Describe how the eligible recipient ensures that academics are an integral component of all Perkins funded CTE programs.</b>
As well as being practically oriented and steeped in the application of principled and ethical customer service, the PN, MA, and PT curricula are rigorous and academically demanding and are integrated into all program activities.

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

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

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

**A.** SDIRC encourages students with special needs to enroll in career and technical programs. Career specialists work collaboratively with the ESE Department to facilitate academic assistance to further the integration of academic and career and technical components, equipment and curriculum modifications. Other support services will be provided to assist students who are members of special populations to successfully complete their career and technical program. The ESE Program Specialist will provide enhanced guidance and counseling services.

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

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

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

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

## **9. Non-traditional Fields: NO PLANNED CHANGES**

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

## **10. Career Guidance and Counseling: NO PLANNED CHANGES**

SDIRC developed a comprehensive school counseling program resource guide that states the goals of the counseling program are to assist each individual in achieving educational success, developing consistencies in career and life planning and in acquiring and applying knowledge of self and others. The high school career specialist is a part of the guidance team and an integral part of the total education program. Counselors proactively implement a 9-12 guidance curriculum to enhance academic achievement, personal/social, and career development.

**11. A-B Teacher Recruitment. Retention. Transition: NO PLANNED CHANGES**

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

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

**12. Charter School Support: N/A NO PLANNED CHANGES**

**13. Support for State Correctional Institutions: N/A NO PLANNED CHANGES**

**14. Consortium Projects -- ONLY:** No cost will be conducted between the School District of Indian River County and the Indian River State College. The Research Coast Pathways Consortium implements numerous strategies to ensure equitable distribution of funds, services, and information about the Career Pathways.

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

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

Medical Assisting, CIP 0317.050300  
Technical Center for Career and Adult Education—Gifford Site  
4880 28th Court  
Vero Beach, FL 32967

Practical Nursing. CIP 0317.060500  
Technical Center for Career and Adult  
Education—Main Campus  
1426 19<sup>th</sup> Street  
Vero Beach, FL 32960

Pharmacy Technician. CIP 0317050700  
Technical Center for Career and Adult  
Education—Main Campus  
1426 19th Street  
Vero Beach, FL 32960

**16. Support for Reading and Math Initiatives/Strategic Goals**

TCCAIE recognizes the importance of strong reading, math and science skills for career students and supports students who need assistance in reinforcing these skills in career programs. The occupational outreach coordinator will counsel students who are experiencing a deficiency in reading, math, and science comprehension in their career curriculum by working with career teachers and other faculty to help students improve their skills. Each career instructor will make recommendations to students who need to improve their academic achievements in order to be successful and achieve the academics required in the career curriculum.

Workers in STEM occupations use science and math to solve problems and drive our nation's innovation and competitiveness by generating new ideas, new companies and new industries. Since this grant will fund health science programs, the curriculum will require students be assessed in this area and must embrace the integration of technology in science and mathematics.

As is stated in Statutory Goals (1008.31), the funds received through Carl Perkins will assist in the preparation of adult students for careers which will result in a skilled workforce for the State. By following the strategic goals in Florida's State Board of Education Strategic Plan, Postsecondary Students, Priority of Increase College Readiness and Success and Prepare for Careers, the students will receive support and aid necessary to achieve their goals and those stated in the Plan. For instance, of the students who enroll in postsecondary career programs, Adult and Community Education School, 75 percent will complete and earn an industry certification (4.12 Percentage of students taking and passing licensure exams); 70 percent will be employed within one year (4.23 Percentage of school district postsecondary certificate program completers found employed in Florida within one year of completion). These goals as stated in the Plan will be accomplished by offering tutoring, assessment review, additional assistance in reading, math, science and counseling by the instructors and the occupation outreach coordinator.

#### **17. Automotive Service Technology: N/A NO PLANNED CHANGES**

#### **18. Local Performance Accountability Information**

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

#### **19. Local Improvement Plan**

TCCAE failed to achieve at least 90% on the following the 2012-13 Local Level Performance Data: 3AI-Student Retention/transfer and 4AI-Student Placement.

The School's percentage rate was 25.96 for 10-11 for retention or transfer with a local agreed target of 59%; 2011-12 the percentage increased to 66% or 39.68% instead of 25.96% last year. Our faculty and staff will continue striving to increase the percentage through counseling and tutoring the students. The occupational specialist's records indicated that students who were in training dropped out because of job offers and relocation of their families. In these economic times that are faced by our citizens, getting a job is more important to many of our students because of economic survival. Students are counseled by teachers and the occupational specialist to enhance their standing by continuing their postsecondary education at the local state college i.e. the LPN students who receive their license and work for one year can enter a "bridge program" at Indian River State College's RN A.S. Degree Program. The occupational specialist plans to visit each program at least two times per semester as a means to encourage and strengthen their educational journey so students would consider remaining enrolled. The teacher and occupational specialist would be in constant communications to ensure that the students are progressing and learning the curriculum in preparation for taking a national industry certified tests. Projected Date of Completion: A report will be generated every semester for the year 2014-15.

The School's percentage rate was 66.40% in Student Placement instead of the local agreed target for 2010-11 of 84.50 percent; 64.55% actual performance in 2011-12 with the local agreed target of 84.55%.

During this economic situation where people are losing their jobs, finding a position is difficult for our students. In spite of job fairs, there are few jobs in our county. Indian River County ranks second on the unemployment for Region 20 with 8.9%;

2011-12 Indian River County's unemployment was an average of 10.5%, 2.5% lower than the State of Florida (8%). Placement will increase as more positions become available. The occupational specialist's responsibility is to communicate with local businesses and health institutions about completers in the different programs. Our school has advisory councils and the members are kept abreast of our graduates. The occupational specialist conducts Florida Ready to Work in preparation for the students to become employees. Projected Date of Completion: A report will be generated every semester for the year 2014-15.

## **20. General Education Provisions Act (GEPA)**

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

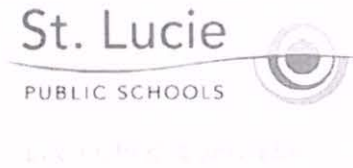
- Utilize staff to facilitate access to and participation in adult literacy programs such as providing potential participants with handouts which are written in their native language.
- Encourage students, teachers, and community members to become active participants.
- Designate administrative personnel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

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

**APPLICATION REVIEW CRITERIA AND CHECKLIST**

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

Place in the following order	Item	Applicant Provide page #s for items listed	DOE Staff ✓ Check appropriate box below	
			Complete	Incomplete
1	DOE 100A, Project Application – with original signature	1		
2	DOE 101, Budget Narrative Form <u>If consortium, include an individual form for each of the agencies in the consortium.</u>	2		
3	DOE 610 Risk Analysis Form	3		
4	Projected Equipment Purchases Form OR other equipment documentation	N/A		
5	Self-Evaluation Form	4-6		
6	Regional Workforce Board Coordination Assurance Form	7		
7	Request to Extend Local Plan Letter	8		
8	<b>Narrative Section</b>			
	1. Part A and Part B Use of Funds	9-14		
	2. Program of Study – 2A-2E (include applicable lists)	14-18		
	3. Professional / Curriculum Development	18		
	4. Stakeholders Involvement	18		
	5. Size, Scope & Quality	18-19		
	6. Evaluate and Improve	20		
	7. A - C Barriers, Special Pops Levels, Self-sufficiency	20		
	8. Special Populations Non-Discrimination	20		
	9. Non-traditional Fields	20		
	10. Career Guidance and Counseling	20		
	11. A – B Teacher Recruitment, Retention, Transition	21		
	12. Charter School Support	21		
	13. Support for State Correctional Institutions	21		
	14. Consortium Projects - ONLY	21		
	15. Sites and CIPs Lists	21		
	16. Support for Reading/Math Strategic Goals	21-22		
	17. Automotive Service Technology	22		
	18. Local Performance Accountability Information	22		
	19. Local Program Improvement Plans – if applicable	22-23		
20. GEPA	23			
9	Application Review Criteria and Checklist	24		



### Agenda Item Details

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Meeting	Jul 22, 2014 - THE SCHOOL BOARD OF ST. LUCIE COUNTY - REGULAR MEETING
Category	9. Consent Agenda - Business Services - Purchasing
Subject	9.1 ITB 14-33 Fencing Contractors
Type	Action (Consent)
Recommended Action	The Superintendent recommends the Board award ITB 14-33 to three responsive and responsible bidders, a primary and two (2) alternates (#1-A Great Fence, LLC, #2-Stuart Fence Co, #3-Daniels Fence Corp.), authorize the Purchasing Department to renew the contract for two (2) additional one-year periods contingent upon annual contract performance review, the initial term contract to commence 07/23/2014 through 07/22/2015; Option Year 1 - 07/23/2015 through 07/22/2016 and Option Year 2 - 07/23/2016 through 07/22/2017, as presented.

The invitation to bid (ITB) is to provide fencing contractor services on an as needed basis. This bid will be awarded to three (3) contractors, a primary and two (2) alternates. The primary contractor will be requested to perform the work required for projects with an estimated cost of \$8,000.00 or less. Each project estimated to be over \$8,000.00 will be given to all awarded contractors to quote as specified. The quote most advantageous to the Board, at its sole discretion, will be selected. The primary contractor will be A Great Fence, LLC. The alternates will be Stuart Fence Co and Daniels Fence Corp.

Thirteen vendors were solicited. Four (4) responses were received. The tabulation is attached for review. To determine ranking, each proposer provided a total cost for an estimated year of labor, materials and equipment. The rates, including possible renewal years, were added together (i.e. year 1 + year 2 + year 3 = total cost). The proposer with the lowest total rate over all possible years was ranked first and then so on.

Request authority for the Purchasing Department to renew the contract for two (2) additional one year periods. Contract renewal shall be contingent upon annual contract performance review.

AUTHORITY FOR ACTION: Florida Administrative Code 6A-1.012, Florida Statute 287.057.

Vendors Recommended for Award:

- #1 Ranked: A Great Fence, LLC
- #2 Ranked: Stuart Fence Co
- #3 Ranked: Daniels Fence Corp.

The initial term contract shall commence on July 23, 2014 though July 22, 2015

Option Year 1 - July 23, 2015 though July 22, 2016  
Option Year 2 - July 23, 2016 though July 22, 2017

Submitted By:

Kim Albritton  
Coordinator of Business Services  
St Lucie County School District  
(772) 429-3980

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**SECOND AMENDMENT TO  
LEASE SCHEDULE NO. 2010A**

**Second Amended  
Lease Schedule No. 2010A  
to the  
Master Lease-Purchase Agreement,  
dated as of November 1, 2005,  
between  
Indian River County School Board Leasing Corporation (the "Corporation")  
and  
The School Board of Indian River County, Florida (the "Board")**

**THIS SECOND AMENDMENT TO LEASE SCHEDULE NO. 2010A** (the "Second Amendment") is hereby entered into under and pursuant to that certain Master Lease-Purchase Agreement, dated as of November 1, 2005 (the "Master Lease Agreement"), as amended and supplemented by Lease Schedule No. 2010A, dated as of December 1, 2010 (as heretofore amended and supplemented, "Lease Schedule No. 2010A," and together with the Master Lease Agreement, the "Lease Agreement"), pursuant to which the Corporation has agreed to lease-purchase to the Board and the Board has agreed to lease-purchase from the Corporation, subject to the terms and conditions of the Lease Agreement, the Series 2010A Project as described in Lease Schedule No. 2010A. All capitalized terms not otherwise defined herein shall have the respective meanings therefore set forth in the Lease Agreement. Reference to "Lease Agreement" herein shall include the terms of this Second Amendment.

1. Findings. The Board and the Corporation hereby find and determine that:

(a) The Board has heretofore caused the issuance of the Series 2010A Certificates in order to finance the lease-purchase of the Series 2010A Project from the Corporation pursuant to the Lease Agreement.

(b) The definition "Supplemental Rent" contained in Master Lease Agreement and described in Section 4.03(e) of the Master Lease Agreement does not specifically provide for the payment of amounts due under a Sinking Fund Forward Delivery Agreement (as defined in the First Amendment to Series 2010A Supplemental Trust Agreement), other than Sinking Fund Payments deposited by the School Board with the Trustee for credit to the Series 2010A Sinking Fund Account.

(c) It is therefore necessary to amend the Section 5 of Lease Schedule No. 2010A in certain respects to provide for such payments as Supplemental Rent.

(d) The Owner of the Series 2010A Certificates has consented to this Second Amendment to Lease Schedule No. 2010A.

2. Amendment to Section 5 of Lease Schedule No. 2010A. Section 5 of Lease Schedule No. 2010A is hereby amended and restated in its entirety to read as follows:

"5. Basic Rent and Sinking Fund Payments; Sinking Fund Payment Dates and Basic Rent Payment Dates; True Up Payments; Supplemental Rent. The Basic Rent and Sinking Fund Payments payable by the Board to the Corporation with respect to the Series 2010A Project under the Series 2010A Lease are described in Schedule A attached hereto. The Sinking Fund Payment Dates with respect to the Series 2010A Certificates shall be each December 1 as set forth in Schedule A hereto. The Basic Rent Payment Date with respect to the Principal Component of the Basic Rent Payments represented by the Series 2010A Certificates shall be the Maturity Date of the Series 2010A Certificates. The Basic Rent Payment Dates with respect to the Interest Component of the Basic Rent Payments represented by the Series 2010A Certificates shall be on the November 25 and May 25 prior to each December 1 and June 1 payment set forth in said Schedule A.

In the event the Sinking Fund Forward Delivery Agreement is terminated or any other investment on deposit in the Series 2010A Sinking Fund Account is liquidated prior to its maturity, and as a result thereof, there is a realized loss on amounts on deposit in the Series 2010A Sinking Fund Account, the Board shall pay, on or prior to the next Sinking Fund Payment Date, an amount equal to such loss for deposit to the Series 2010A Sinking Fund Account. Any such payments are referred to as "True Up Payments." Notwithstanding the foregoing, any such required True Up Payment shall not exceed the amount which is necessary to make the amount on deposit in the Series 2010A Sinking Fund Account equal to the aggregate amount of all Sinking Fund Payments then required to be on deposit in the Series 2010A Sinking Fund Account in accordance with the Sinking Fund Payments Schedule set forth in Schedule A. On each December 1, the amount on deposit in the Series 2010A Sinking Fund account, including cash and the maturity value of any investments therein, shall equal the cumulative total of all Sinking Fund Payments that were scheduled to be made through and including such December 1, in accordance with Schedule A hereto; provided, in the event of a partial prepayment of the Series 2010A Certificates, such Sinking Fund Payments shall be reduced on a pro rata basis to reflect the outstanding principal amount of the Series 2010A Certificates after such partial prepayment. To

the extent the amount on deposit is less than such required amount the Board shall promptly make a True Up Payment to cure such deficiency.

For purposes of this Lease Schedule No. 2010A, "Supplemental Rent" shall also include amounts (other than Sinking Fund Payments) due to a provider under a Sinking Fund Forward Delivery Agreement or any other investment on deposit in the Series 2010A Sinking Fund Account."

3. Applicability of Master Lease Agreement and Lease Schedule No. 2010A. In all respects not inconsistent with the terms and provisions of this Second Amendment, the provisions of the Master Lease Agreement and Lease Schedule No. 2010A as heretofore amended and supplemented are hereby ratified, approved and confirmed. This Second Amendment shall be construed as having been authorized, executed and delivered under the provisions of Sections 6.05(a) of the Master Lease Agreement.

4. Severability. If any provision of this Second Amendment shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions of any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

[Signature page to follow]

**IN WITNESS WHEREOF**, each of the parties hereto have caused this Second Amendment to be executed by their proper officers or representatives, all as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

**INDIAN RIVER COUNTY SCHOOL BOARD LEASING CORPORATION**

(SEAL)

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

Attest: \_\_\_\_\_  
Secretary/Treasurer

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

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

(SEAL)

Attest: \_\_\_\_\_  
Superintendent of Schools

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**SECOND AMENDMENT TO  
SERIES 2010A SUPPLEMENTAL TRUST AGREEMENT**

**by and among**

**U.S. BANK NATIONAL ASSOCIATION,  
as successor Trustee**

**and**

**INDIAN RIVER COUNTY SCHOOL BOARD LEASING CORPORATION,  
as Lessor**

**and**

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

**Dated as of \_\_\_\_\_, 2015**

***Relating to*  
Certificates of Participation  
(The School Board of Indian River County, Florida Master Lease Program),  
Series 2010A  
(Qualified School Construction Bonds - Federally Taxable - Issuer Subsidy)  
Evidencing Undivided Proportionate Interests of the Owners thereof in  
Basic Rent Payments to be made under a Master Lease-Purchase Agreement  
by The School Board of Indian River County, Florida**

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**SECOND AMENDMENT TO  
SERIES 2010A SUPPLEMENTAL TRUST AGREEMENT**

**THIS SECOND AMENDMENT TO SERIES 2010A SUPPLEMENTAL TRUST AGREEMENT**, dated as of \_\_\_\_\_, 2015 (the "Second Amendment to Series 2010A Supplemental Trust Agreement"), amending the Series 2010A Supplemental Trust Agreement, dated as of December 1, 2010, as heretofore amended (the "Series 2010A Supplemental Trust Agreement"), each by and among **U.S. BANK NATIONAL ASSOCIATION**, a national banking association with corporate trust powers qualified to accept trusts of the type set forth in the Trust Agreement, as successor trustee (the "Trustee"), the **INDIAN RIVER COUNTY SCHOOL BOARD LEASING CORPORATION**, a not-for-profit corporation duly organized and existing under the laws of the State of Florida (the "Corporation"), and **THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, acting as the governing body of the School District of Indian River County, Florida (the "Board").

**W I T N E S S E T H:**

**WHEREAS**, the Trustee pursuant to the Series 2010A Supplemental Trust Agreement has caused the issuance of \$26,261,000 principal amount of Certificates of Participation (The School Board of Indian River County, Florida Master Lease Program), Series 2010A (Qualified School Construction Bonds - Federally Taxable - Issuer Subsidy) Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by The School Board of Indian River County, Florida (the "Series 2010A Certificates"); and

**WHEREAS**, the Series 2010A Supplemental Trust Agreement omitted certain provisions permitting the investment of Sinking Fund Payments deposited by the School Board with the Trustee for credit to the Series 2010A Sinking Fund Account in a forward delivery agreement; and

**WHEREAS**, the Owner of the Series 2010A Certificates has consented to this Second Amendment to Series 2010A Supplemental Trust Agreement; and

**WHEREAS**, it is therefore necessary to amend the Series 2010A Supplemental Trust Agreement in certain respects;

**NOW, THEREFORE, THIS SECOND AMENDMENT TO SERIES 2010A SUPPLEMENTAL TRUST AGREEMENT WITNESSETH:**

**ARTICLE I  
DEFINITIONS**

**SECTION 101. DEFINITIONS.** Capitalized words and terms which are defined in the Series 2010A Supplemental Trust Agreement, shall have the same meanings ascribed to them when used herein, unless the context or use indicates a different meaning or intent.

**ARTICLE II  
AMENDMENT TO SERIES 2010A SUPPLEMENTAL  
TRUST AGREEMENT**

**SECTION 201. AMENDMENT TO SERIES 2010A SUPPLEMENTAL TRUST AGREEMENT.** (A) Section 101 of the Series 2010A Supplemental Trust Agreement is hereby amended in order to add the following definition:

**"Sinking Fund Forward Delivery Agreement"** means a forward delivery agreement in form and substance, and with a counterparty that is, reasonably acceptable to the Initial Purchaser and which meets the following conditions:

(a) The forward delivery agreement provides for delivery (delivery versus payment) of non-callable direct obligations of the U.S. Treasury or non-callable obligations of U.S. Agencies the timely payment of principal and interest on which is guaranteed by the full faith and credit of the United States of America;

(b) The securities will be held by the Trustee in the Series 2010A Sinking Fund Account;

(c) All delivered securities must be free and clear of any liens and shall have a remaining maturity of 12 months or less and on or prior to the Maturity Date;

(d) The counterparty is rated at least "A" by one of the national rating agencies at the time of execution of the forward delivery agreement;

(e) Any termination fee due from the Board under the forward delivery agreement may not be payable from amounts on deposit in the Series 2010A Sinking Fund Account; and

(g) Upon an Event of Default or Event of Non-Appropriation, the Initial Purchaser, to the extent it is the Owner of at least a majority of Series 2010A Certificates, shall have the right to decide whether to liquidate any securities provided pursuant to such Agreement."

(B) Section 401(iii) of the Series 2010A Supplemental Trust Agreement is hereby amended and restated in its entirety to read as follows:

"(iii) The moneys in the Series 2010A Sinking Fund Account may only be invested in a Sinking Fund Forward Delivery Agreement or any Permitted Investments with a maturity not later than the Maturity Date.



The Trustee shall provide the Board and the Initial Purchaser with the market value of the investments held in the Series 2010A Sinking Fund Account as of each December 1, commencing December 1, 2012."

**SECTION 202. COUNTERPARTS.** This Second Amendment to Series 2010A Supplemental Trust Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 203. HEADINGS.** Any heading preceding the text of the several Articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Second Amendment to Series 2010A Supplemental Trust Agreement, nor shall they affect its meaning, construction or effect.

**SECTION 204. LAWS.** This Second Amendment to Series 2010A Supplemental Trust Agreement shall be construed and governed in accordance with the laws of the State.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment to Series 2010A Supplemental Trust Agreement by their officers thereunto duly authorized as of the date and year first written above.

**U.S. BANK NATIONAL ASSOCIATION**, as  
successor Trustee

By: \_\_\_\_\_  
Assistant Vice President

**INDIAN RIVER COUNTY SCHOOL  
BOARD LEASING CORPORATION**, as  
Lessor

(SEAL)

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

ATTEST:

\_\_\_\_\_  
Secretary/Treasurer

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

(SEAL)

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

ATTEST

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

# THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

2845 SE Dixie Highway, Stuart, Florida 34997-5037, Telephone: (772) 219-1255 Ext: 201 Fax: (772) 219-1267



Office Of: *Jeff Carver, Director of Purchasing*

June 20, 2012

Fax to: 954-425-7787  
[gchernicky@apimg.com](mailto:gchernicky@apimg.com)

Advanced Processing & Imaging, Inc.  
1350 E. Newport Center Drive, Suite 200  
Deerfield Beach, FL 33442

Attention: Juan Rodriquez, President and CEO

Reference: **CONTRACT LETTER ON RFP 5004-0-2012/JC  
FOR DOCUMENT MANAGEMENT**

Dear Mr. Rodriquez:

This is to advise you that the School Board of Martin County, Florida has accepted your offer to furnish service(s) / equipment/supplies on bid item(s) **on the above referenced RFP, for Document Management Software. The Back File Scanning portion of the scope of services will be awarded at a future Board meeting**, as specified. This acceptance is subject to compliance with bid specifications, terms, and conditions, all pertinent laws of the State of Florida, and instructions as determined by the Attorney for the School Board.

A Certificate of Insurance is required on this bid; please forward to the Purchasing Office within ten (10) days of receipt of this letter.

The School Board of Martin County, Florida reserves the right to terminate this contract at any time and for any reason upon thirty (30) days prior written notice.

Purchase order(s) will be issued to cover this agreement per bid.

Sincerely,

  
\_\_\_\_\_  
Jeff Carver, Director of Purchasing

Attachment

C: Steve Weil, Ex. Director of Operations  
Katie Preston, Director of Educational Technology

Purchasing/bids-rfps/12REQUEST FOR PROPOSAL 11\_12/DOC MANAGEMENT/rfp 5004 0 2012/JC CONTRACT LTR Advanced Processing

*Nancy Kline, Superintendent*

School Board Members: *Dr. David L. Anderson • Maura Barry-Sorenson • Michael J. Busha • Laurie Gaylord • Susan J. Hershey*



School Board of Martin County
Agenda Item Request Form
Board Meeting: June 19, 2012

Agenda Item # 16.10

1. AGENDA ITEM: Request Board's Approval to Award RFP:
X appropriate box(s): [X] New [ ] Renewal [ ] Addenda [ ] Presentation [ ] Grant \$ \_\_\_\_\_
2. BACKGROUND INFO./STAFF RECOMMENDATION:
Staff recommends approval to award MCSD RFP # 5004-0-2012/JC for Document Management
3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? [X] YES [ ] NO
Is funding provided in approved budget? [X] YES [ ] NO
What additional funding is required? Indicate Amount \$ \_\_\_\_\_
Source: \_\_\_\_\_

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: \_\_\_\_\_ Type or Print Name Signature
Director/Principal: Jeff Carver, Director of Purchasing Type or Print Name Signature
Exec. Director or Asst. Superintendent: Steve Weil, Ex. Dir. of Operations Type or Print Name Signature
Finance Review: Bryan Thabit Required if Financial Impact Signature
Legal Review: Doug Griffin Required for Contracts Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [ ] NO

All lines must be filled in or note N/A. Form Revised 12-1-10

# THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

2845 SE Dixie Highway, Stuart, Florida 34997-5037, Telephone: (772) 219-1255 Ext: 201 Fax: (772) 219-1267



Office Of: *Jeff Carver, Director of Purchasing*

## Memorandum

TO: Martin County School Board Members  
FROM: Jeff Carver, Director of Purchasing  
DATE: June 19, 2012  
SUBJECT: Request approval to Award MCSD RFP 5004-0-2012/JC, Document Management

PROPOSALS OPENED: 2/7/12 RFP RELEASED: 4/10/12

BUDGET REFERENCE: District wide Technology

ESTIMATED EXPENDITURE: \$ 113,478 Staff will verify availability of budgeted funds prior to placing purchase order.

SCOPE OF SERVICES: The Awarded vendor will provide Document Management Services and Software as outline in the bid specification, terms and conditions.

RECOMMENDATION: Staff recommends Board approval to award this RFP and negotiate best pricing for Document Management Software to Advanced Processing. Advanced Processing was ranked 2nd upon the initial evaluation. Short listed companies demonstrated their respective solutions on May 29th and May 31st. The solution demonstrated by Advanced Processing was far superior in terms of both functionality and application. Staff committee also recommends that the back file Scanning portion of the scope of services be awarded at a future Board meeting.

Attachment: Evaluation Matrix

C: Steve Weil, Ex. Director of Operations Services  
Katie Preston, Director of Educational Technology

*Nancy Kline, Superintendent*

School Board Members: Dr. David L. Anderson • Maura Barry-Sorenson • Michael J. Busha • Laurie Gaylord • Susan J. Hers **p . 3 8 9**

*"An Equal Opportunity Agency"*

MCSD 5004-0-2012JC Document Management Evaluation Matrix																			
Evaluation Criteria	Possible Points	Advanced Data Solutions						Advanced Processing						SIRE					
		Oldsmar, FL						Deerfield Beach, FL						West Valley City, UT					
		KP	PM	BT	GW	CR	TOTAL	KP	PM	BT	GW	CR	TOTAL	KP	PM	BT	GW	CR	TOTAL
Extent to which the proposer successfully addresses the requirements listed in section 5.0 General Information and 34.0 Scope of Work	45	45	41	45	30	45	45	43	45	38	45	45	40	45	30	45			
Positive References in an Educational Environment	30	30	26	30	25	30	30	30	30	28	30	30	20	28	25	25			
Responses to Questions	25	25	26	25	20	25	25	25	25	22	25	25	23	25	20	25			
Approach to Delivery of Services	20	20	18	20	15	20	20	19	20	19	20	20	19	20	15	20			
Relevant Experience of Firm	30	30	28	30	25	30	30	30	30	30	30	30	20	30	19	30			
Price for Scope of Services	25	17	17	17	17	17	8	8	8	8	8	10	10	10	10	10			
<b>TOTAL</b>	<b>175</b>	<b>167</b>	<b>156</b>	<b>167</b>	<b>132</b>	<b>167</b>	<b>789</b>	<b>158</b>	<b>155</b>	<b>158</b>	<b>145</b>	<b>158</b>	<b>774</b>	<b>160</b>	<b>132</b>	<b>158</b>	<b>119</b>	<b>155</b>	<b>724</b>
<b>RANKING</b>		<b>1st</b>						<b>2nd</b>						<b>3rd</b>					
Evaluation Criteria	Possible Points	Data Savers						Advanced Data Systems						MTS					
		Jacksonville, FL						Orlando, FL						Pompano Beach, FL					
		KP	PM	BT	GW	CR	TOTAL	KP	PM	BT	GW	CR	TOTAL	KP	PM	BT	GW	CR	TOTAL
Extent to which the proposer successfully addresses the requirements listed in section 5.0 General Information and 34.0 Scope of Work	45	35	40	45	25	45	45	41	45	38	45	10	20	20	32	30			
Positive References in an Educational Environment	30	15	19	10	25	15	30	25	30	25	30	0	0	0	19	10			
Responses to Questions	25	25	22	20	20	25	25	24	25	15	25	5	17	13	15	10			
Approach to Delivery of Services	20	10	15	15	15	20	20	18	20	15	20	5	5	0	15	10			
Relevant Experience of Firm	30	28	25	20	25	30	30	25	30	25	30	0	5	0	20	20			
Price for Scope of Services	25	25	25	25	25	25	0	0	0	0	0	6	6	6	6	6			
<b>TOTAL</b>	<b>175</b>	<b>138</b>	<b>146</b>	<b>135</b>	<b>135</b>	<b>160</b>	<b>714</b>	<b>150</b>	<b>133</b>	<b>150</b>	<b>118</b>	<b>150</b>	<b>701</b>	<b>26</b>	<b>53</b>	<b>39</b>	<b>107</b>	<b>86</b>	<b>311</b>
<b>RANKING</b>		<b>4th</b>						<b>5th</b>						<b>6th</b>					
SHORT LIST DEMONSTRATION INDIVIDUAL RANKING																			
Vendor	Ranking	KP	PM	BT	GW	CR													
Advanced Data Solution	3rd	3rd	3rd	3rd	4th	3rd													
Advanced Processing	1st	1st	1st	1st	1st	1st													
SIRE	2nd	2nd	2nd	2nd	2nd	2nd													
Data Savers	4th	4th	4th	4th	3rd	4th													
Background and Recommendation: Staff recommends Board approval to award this RFP and negotiate best pricing for Document Management Software to Advanced Processing. Advanced Processing was ranked 2nd upon the initial evaluation. Short listed companies demonstrated their respective solutions on May 29th and May 31st. The solution demonstrated by Advanced Processing was far superior in terms of both functionality and application. Staff committee also recommends that the backfile Scanning portion of the scope of services be awarded at a future Board meeting.																			

## Master Customer Agreement

This Customer Agreement (herein called the "Agreement") covers the major business transactions *Advanced Processing and Imaging, Inc.* (herein called "API") may do with The School Board of Indian River County, Florida. (herein called the "Customer", "School Board"), including:

- (a) sale of equipment;
- (b) license of programs; and
- (c) provision of services.

**API** agrees to provide the equipment, programs and services, listed within designated Schedule(s) and/or Supplement(s). The equipment, programs and services provided will be in accordance with the Terms and Conditions stated in this Agreement.

This Agreement supersedes all prior oral and written agreements, orders, or other writings, and together with the Schedules, constitutes the sole agreement of the parties with respect to the subject matter thereof, and may not be changed or modified except in writing signed by the parties against whom such modification is asserted. Once signed, any reproduction of this Agreement, made by reliable means (for example photocopy) is considered an original and all equipment, programs and services Customer orders under this Agreement are subjected to it.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ EACH OF THE TERMS AND CONDITIONS IN THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

**Contract #: Q09181401**

Agreed to and accepted for:

Agreed to and accepted for:

**Advanced Processing & Imaging, Inc.**

**The School Board of Indian River County, Florida**

**By:** \_\_\_\_\_  
(Authorized Signature)

**By:** \_\_\_\_\_  
(Authorized Signature)

**Name:** Juan Rodriguez  
(Printed or Typed)

**Name:** \_\_\_\_\_  
(Printed or Typed)

**Title:** President & CEO

**Title:** \_\_\_\_\_

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

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

**Address:** 901 Yamato Road

**Address:** \_\_\_\_\_

Suite 180

\_\_\_\_\_

Boca Raton, FL 33431

\_\_\_\_\_

**Phone:** 561-672-8383

**Phone:** \_\_\_\_\_

After signing, please return one original copy of this agreement to the API office shown above.  
API contract V7

### Software and Service Schedule

System Configuration	Initial Annual Fee	Recurring Annual Fees
<b>mPower OptiView Server License</b>	11,325	2,265
10 Full Scan/View Concurrent License(s)	11,330	2,266
15 View Plus Concurrent License(s)	11,325	2,265
Import/Upload Converter	1,830	366
Form Processor Server	7,550	1,510
<b>mPower Workflow Professional Edition</b>	11,325	2,265
10 OptiView Connector Add-on	7,550	1,510
<b>OptiSpool Server License</b>	7,550	1,510
2 Concurrent License - GUI Client	1,510	302
<b>Professional Services</b>	15,000	
Server Software Activation		
Analysis & Configuration		
Administrator Training Session(s)*		
User Training Session(s)*		
Monitoring & Coaching Session(s)		
<b>Professional Services for Backup and Delivery**</b>	2,000	2,000
<b>Back File Scanning for HR (Approx. 420K Images @ .051 per image)</b>	21,350	
<b>Hosting Services for mPower OptiView &amp; Workflow</b>	12,490	12,490
<b>SharePoint Database Conversion</b>	12,000	
	Initial Annual Fee	Recurring Annual Fees
Software Total	71,295	14,259
Annual Recurring Fees	14,490	12,490
Professional Services Total	48,350	2,000
<b>Investment Summary</b>	<b>\$134,135</b>	<b>\$28,749</b>

**Contract Notes:** Yr2 and Yr3 recurring fees are \$7,187.25/quarter.

**Term of Contract is for 36 months**

**Professional services do not include expenses for travel and per diem. Hardware shipping costs are not included in price.**

**Payment Schedule:**

- Amount due upon contract signing
\$ 21,446.25/quarter
- Annual Recurring Fees (Year2 on)
\$ 7,187.25/quarter
- Total Professional services (SharePoint, Back file, Professional Services)
Total amount due as each is completed

\* Training classes are restricted to 2-8hr Administrator Classes and 2- 4hr User training classes. Customer has the discretion to limit the number of participants for each class. Billing will occur upon completion of each of the specific service steps.

\*\*This includes quarterly backups deliver to the district. Media for these backup is included. Files will be in the original format and DB will be in a MSSQL format.

Standard services daily rate is \$187.50/hr.

For wire transfer send to Square 1 Bank, 406 Blackwell Street, Suite 240, Durham, NC 27701. Phone: 919-314-3040; Transit/Routing #053112615; Account # 2121818

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



**GENERAL TERMS AND CONDITIONS**

- 1) **DEFINITIONS.** The definitions below are for clarification of the terms used in this agreement.
  - a) **COMMENCEMENT DATE** - The commencement date is defined as the date this agreement is signed.
  - b) **CHARGES** - Charges are the software, professional services and software maintenance fees that are due.
  - c) **SOFTWARE** - Software is all products listed in the Software and Service Schedule on page 2.
  - d) **SERVICES** - Services are all services listed in the Software and Service Schedule on page 2.
  - e) **HARDWARE** – Refers to all equipment provided by API and listed on Software and Service Schedule on page 2.
  
- 2) **GENERAL.** This document, including the schedules referred to herein (“Agreement”), constitutes the entire understanding and agreement between the parties and supersedes all prior or contemporaneous agreements or understandings whether oral or written. The customer, at API’s discretion, may license additional software product(s) and purchase additional hardware by way of a schedule referencing the license number of this Agreement. Such additional product(s) and services shall be governed by the terms of this Agreement.
  
- 3) **SEVERABILITY.** If any provisions of this Agreement shall be held or made invalid or unenforceable by a court decision, statute or rule, the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.
  
- 4) **NOTICES.** Any notice, document or request to be given or served may be given or served by sending it by hand delivery, courier service or certified mail to the address of API or the Customer set forth herein or by facsimile with receipt confirmed. Either party may give written notice to the other of a change of address, or after notice of such changes has been received, any notice, document or request given or served thereafter shall be given to or served upon such party at such changed address. API will notify the customer within 60 days of any security changes for the protection of data or assignments as indicated in section 5.
  
- 5) **ASSIGNMENT.** With prior written consent of API, the Customer may assign any portion of this Agreement to an entity that has an enforceable right: to control, is controlling or is under common control of the Customer or to which substantially all of the Customer’s assets are sold, provided that such entity is not an affiliate, organization, branch, association, partner or subsidiary of a competitor and that all financial obligations and/or debts owed to API, both prior and thereafter assignment are satisfied as set forth in this agreement. API may assign any portion of this Agreement to an entity that has an enforceable right: to control, is controlling or is under common control of API or to which substantially all of API’s assets are sold.

- 6) **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other for any special, indirect or consequential damages including, but not limited to, economic loss, lost profits, lost revenue, and damages relating to lost data, software use or services, whether the claim is made for breach of contract, breach of warranty, limited to the conditions set forth in section 9 Exclusive Remedies.
  
- 7) **LIMITED WARRANTIES.** API warrants to Customer that the Software, Services, and Work Products will conform to documentation, specifications, and instructions published by API for the Software, Services, or Work Products. These are the only warranties provided by API and are those specifically set forth in this Agreement, and such limited warranties are in lieu of any and all other warranties, express or implied, including any warranties of merchantability and fitness for a particular purpose. API has authorized no other warranty or representation and the Customer has not relied on any other warranty or representation in its decision to execute this Agreement and purchase goods and/or services. API’s limited warranties shall be suspended by API without recourse during the period in which the Customer’s computer equipment fails to perform according to its standard performance specifications or the operating system and other program products upon which the API software product(s) depend for successful operation fail to perform according to the manufacturer’s specifications. API’s limited warranties shall not apply to extent of any defect, error or other problem caused or contributed to by the Customer or any third party, including without limitation, misuse, misapplication or failure to comply with the terms of this Agreement and all related manuals and documentation.
  
- 8) **LIMITATIONS ON LIABILITY.** API and the API Parties shall have no liability for any damages resulting from alteration, destruction or loss of any data or information input, generated or obtained from access and/or use of the Software and Services, including any reports or numeric results, whether or not API and the API Parties have been advised of the possibility of such damages. The limitations of damages and liabilities set forth in this Agreement are fundamental elements of the basis of the arrangement between API and the Customer, and the pricing for the license reflects such limitations.
  
- 9) **EXCLUSIVE REMEDIES.** The exclusive remedies of the Customer for a breach by API of any term of this Agreement shall be those specifically set forth herein, and shall be subject to the time limitations and notice requirement set forth herein. In the event of a breach by API of any term of this Agreement, the Customer shall be entitled to a claim for direct damages actually caused by such breach. **IN NO EVENT SHALL API’S LIABILITY TO THE CUSTOMER UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE SOFTWARE AND SUPPORT FEES PAID TO API OR INSURANCE COVERAGES STATED IN**

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

SECTION 23 HEREUNDER WHICHEVER IS GREATER, REGARDLESS OF WHETHER THE CLAIM IS MADE FOR BREACH OF CONTRACT, BREACH OF WARRANTY, IN TORT OR OTHERWISE.

- 10) INDEMNITY. Removed and agreed to by API.
- 11) INFRINGEMENT INDEMNITY. API will defend, at its cost, any claim brought against the Customer that the current release version of any programs provided under this Agreement infringes a patent, trademark, copyright or other intellectual property right of third parties, and will indemnify the Customer against those costs and damages finally awarded or settled by negotiations in any action against the Customer based on any such claim provided:
  - a) the Customer promptly notifies API in writing of any such claim;
  - b) API has sole control of and the Customer cooperates in all respects in the defense of any such claim and all related settlement negotiations; and,
  - c) Such claim does not relate to any act of the Customer, including without limitation, a change in the software program, use thereof in a manner other than that specified by API or any other breach of this Agreement by the Customer.
  - d) If a judgment against API for any such claim has occurred, or in API's opinion is likely to occur, the Customer agrees to permit API, at its option and expense, either:
    - i. to produce for the Customer the right to continue using the program; or,
    - ii. to modify the same so that it becomes non-infringing; or,
    - iii. to replace the same by non-infringing material so that the material as modified or replaced performs the same functions as the infringing material; or,
    - iv. to terminate the license for the allegedly infringing product and refund a pro-rated amount of the license fees paid.
- 12) PROPRIETARY RIGHTS. The Software and Services are protected by applicable United States and foreign laws and treaties, including copyright laws and treaty provisions. API or its licensors own all rights, title and interests in the Software and Services, including trade secrets, patents, copyrights and database rights, and the Software and Services shall remain the sole and exclusive property of API or its licensors. Except as provided in the License Grant section of this Agreement, Customer has no, and is not granted, any right, title, interest or license in the Software or Services.
- 13) ACKNOWLEDGMENT. Upon written approval by the Customer, the Customer grants to API the right to use the Customer's name as a customer of API in publicity, advertising releases or other materials prepared by and on behalf of API.

- 14) COMPUTER CONTROLS. The Customer is responsible for implementing sufficient procedures and checkpoints to satisfy the Customer's requirements in relation to security and accuracy of input and output data and recovery in the event of a computer malfunction.
- 15) EXPENSES. The Customer agrees to reimburse API for reasonable incidental expenses incurred by its staff for all travel and related living expenses (out-of-pocket expenses) as a result of work performed under this Agreement.
- 16) PAYMENT. The Customer agrees to pay all invoices within 30 days for the Services and the Professional Services fees in strict conformance with the payment terms set forth herein and without setoff or retention. Late payments shall be subject to a service charge in the amount of 1.5% per month on the unpaid invoice amount.
- 17) TAXES. The Customer agrees to pay all sales, use, or other taxes or similar charges when due now or in the future, to the extent required by any local, state or federal law.
- 18) NON-API ERRORS. The Customer agrees that if operational problems or errors are subsequently discovered to be attributable to malfunction of the Customer's computer(s) or the malfunction of software other than the software product(s) supplied by API, then all work performed by API in investigating and/or correcting such situation shall be payable by the Customer at API's standard rates. If the Customer or its agents has altered, added to or deleted from the program coding and/or the data files of the software product(s) so as to cause them to vary from the software product(s) delivered or subsequently upgraded by API, and if API is called upon to repair any malfunction in the software product(s) as a result of changes made by the Customer or its agents, then the Customer shall pay API, at standard rates for all time spent by API representatives incurred in making such repairs as well as all out-of-pocket expenses. The customer assumes the entire cost of all necessary servicing, repair, or correction of problems caused by customer introduced viruses or other harmful components. API assumes the entire cost of all necessary servicing, repair, or correction of problems caused by API introduced viruses.
- 19) MISCELLANEOUS. Based on the due diligence and extensive investments of time, intellectual resources and capital involved in the competitive proposal-bid process or other highly refined procurement processes which were employed, this agreement provides at any stage during the life of the agreement and for up to one year immediately following with the consent of the vendor (API), that any similar type Government or Public Sector Agency may utilize the provisions of this contract to acquire or contract for similar products and services provided.
- 20) CONFIDENTIAL STUDENT INFORMATION. For the purposes of performing the scope of services only, API is

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

hereby designated a school official for the purposes of receiving limited confidential student information and API shall remain under the direct control of the School Board with respect to the use and maintenance of the confidential student information. API acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the purpose listed in this contract and for no other purpose. Upon the completion of the services, API shall return to School Board all original and any copies of the confidential student information, and shall not retain any confidential student information. As API will be receiving student information that is otherwise confidential, API shall fully comply with the requirements of § 1002.22 and § 1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, notwithstanding any limitation of liability contained in this contract, API for itself, and its officers, employees, agents, and representatives, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this provision, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School Board arising out of the breach of this provision by the API, or its officers, employees, agents, representatives, to the extent that the API shall either intentionally or negligently violate this provision, or § 1002.22 or § 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon API until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

21) **BACKGROUND CHECK.** API will comply with all requirements of § 1012.32, § 1012.465, § 1012.467 and § 1012.468, Florida Statutes. Its employees who provide services under this contract shall complete the fingerprinting conducted or coordinated by the School Board pursuant to § 1012.32, Florida Statutes, or present to School Board a valid uniform, statewide identification badge issued by another Florida school district. This background screening or presentment of a previously issued badge shall occur in advance of API or its personnel providing any services. API will bear the cost of the fingerprinting and background screening required by § 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to API and its employees. The API's employees shall display the issued uniform, statewide identification badge at all times while at a School Board facility. The parties agree that the failure of the API to perform any of the duties described in this paragraph shall constitute a material breach of this contract entitling the School Board to terminate immediately with no

further responsibilities or duties to perform under this contract. Further, notwithstanding any limitation of liability contained in this contract, the API 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, or third party claims resulting from API's failure to comply with these requirements. API's employees, agents, or APIs shall not be allowed access to any School Board facility until such time as API is in compliance with the provisions of this paragraph.

22) **TERMINATION.** In the event any of the provisions of this proposal are violated by the contractor, the Superintendent or her designee, shall give written notice to API stating the deficiencies and unless the deficiencies are corrected within thirty (30) business days, recommendation may be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School District of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School District of Indian River County, Florida, reserves the right to terminate this contract at any time and for any reason, upon giving thirty (30) business days prior written notice to API. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School District of Indian River County shall only be required to pay to the Contractor that amount of the contract actually performed to the effective date of termination.

23) **INSURANCE.** API agrees to secure and maintain in full force and effect Worker's Compensation consistent with Florida Statutes; Commercial General Liability ("CGL") insurance with limits of not less than \$500,000 single occurrence, \$1,000,000 aggregate; Professional Liability Insurance for the life of the contract with the minimum limits of coverage of \$1,000,000. This policy must be continued for one year after completion of the contract. Vendor shall provide the School District of Indian River County with a Certificate of Insurance naming the District as "named additional insured".

24) **JURISDICTION.** Any controversy or dispute arising under this Agreement shall be subject to the exclusive jurisdiction and venue of the courts situated in Indian River County, Florida. Each of the Parties also waives any defense of inconvenient forum to any action or proceeding so brought. Nothing in this section shall affect the right of any Party to serve legal process in any other manner permitted by law or in equity. The prevailing Party in any action to enforce the terms of this Agreement shall be entitled to recover its reasonable attorney fees and costs.

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

**APPLICATION  
LICENSING TERMS AND CONDITIONS**

- 1) **PROVISION OF SERVICES.** API agrees from the Commencement Date in consideration of the payment of the Charges by the Customer to supply to the Customer: the GRANT OF LICENSE, and the Professional Services as the parties have agreed upon under the terms of this Agreement, and subject to the limitations on the number of users authorized to use the software product(s) concurrently at any given time as specified in the attached Software and Service Schedule(s).
- 2) **GRANT OF LICENSE.** Subject to the terms of this Agreement, API grants Customer a nonexclusive, nontransferable license to access and use the Software and Services for internal business purposes only, without the right to sublicense such rights, provided Customer unconditionally agrees to access and use the Software and Services in accordance with this Agreement ("License"). Under the License, Customer may print out, or otherwise make, printed copies ("Copies") of the reports, numeric results, and other information or materials generated from Customer's access. Any updates, modifications, enhancements or new versions of the Software and Services provided or made available to Customer by API, in accordance with section named Work Product of this Agreement, shall be considered Work Product subject to this Agreement. API, may at any time and for any reason, elect to modify, discontinue, delete or restrict any aspect or feature of the Software and Services without notice to Customer or any liability to API or any API Party; however, API agrees to make commercially reasonable efforts to provide Customer with prior notice of any such changes. The Customer acknowledges it has no right to the software product(s) except that of usage, subject to the term of this Agreement, and that API, or such other person as API designates, retains sole ownership of the software product(s), including, but not limited to, any modifications, Work Product or extensions provided for the Customer. The Customer further agrees not to contest or challenge in any legal proceedings or otherwise the proprietorship or ownership by API of the Software and Work Product(s). The Customer acknowledges that any deliverables provided under this Agreement shall be and remain the property of API. In all cases, all rights in API's intellectual property remain the ownership of API.
- 3) **SOFTWARE AND SERVICES.** Except as otherwise expressly provided in this Agreement, Customer agrees to
  - a) only use the Software and Services in the manner, and for the purposes, expressly specified in this Agreement;
  - b) not decompile, disassemble, analyze or otherwise examine the Software and Services for the purpose of reverse engineering;
  - c) not delete or in any manner alter any copyright statements, notices, disclaimers or other legends contained in the Software and Services or appearing on

- d) reproduce and display all Notices on copies Customer makes, in accordance with this Agreement;
  - e) not provide service bureau facilities or commercial time-sharing services to any third party or support operations for any third party through the access and/or use of the Software and/or Services;
  - f) not attempt to access any systems, programs or data of API or any API Party that are not licensed under this Agreement, or otherwise made available by API or an API Party for public use;
  - g) not copy, reproduce, republish, upload, post, transmit, or distribute the Software or Services, or any portion thereof, or facilitate or permit a third party to do so;
  - h) not use any device or software to interfere or attempt to interfere with the proper operation of the Software and Services; and,
  - i) not ship, transmit, transfer, or export the Software and Services into any country or use the Software and Services in any manner prohibited by United States export laws, restrictions or regulations; and abide by all applicable local, state, national and international laws.
- 4) **DISCLAIMERS.** Except as otherwise expressly provided in this agreement, the software and services are provided "as-is" and, to the maximum extent permitted by applicable law, and;
    - a) neither API nor any API party warrants that the software is without error, or other program limitations;
    - b) use of the software, services and reports is entirely at customer's own risk.
  - 5) **DATA.** Customer agrees that API and the API Parties are permitted to access any information or data that the Customer inputs or provides, for the sole purpose of ensuring proper access and use of the Software and Services by Customer in accordance with this Agreement and to maintain and troubleshoot Software and Services.
  - 6) **CONFIDENTIALITY.** Customer acknowledges that the Software and Services constitute and contain confidential, proprietary and copyrighted information and subject matter of API and API Parties ("Confidential Information"). Customer agrees to not, directly or indirectly, without API's prior written consent, use the Confidential Information for any purpose other than as expressly permitted under this Agreement; divulge, discuss, provide, transmit, copy, make available or otherwise communicate the Confidential Information to a third party; or permit any third party to use such Confidential Information. Notwithstanding the foregoing;
    - a) each Party shall be permitted to disclose Confidential Information of the other Party if such disclosure is required by law, provided that the Party required to disclose Confidential Information of the other Party shall:

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

- i. give prompt notice of such requirement to the other Party so it will have the opportunity to seek a protective order or other appropriate remedy; and,
  - ii. cooperate in the other Party's attempts to obtain confidential treatment of such Confidential Information.
- 7) **FORCE MAJEURE.** API will provide the software product service as requested by the Customer but disclaim all warranties, express or implied, in favor of the Customer and shall not be liable to the Customer for any damages, whether direct, indirect, incidental or consequential, arising from the use of the applications. If such delays are due to industrial dispute of third parties or any act of God or any act beyond API's reasonable control and in such case API shall be entitled to a reasonable extension of time for performing its obligations. Such instances that may require a reasonable extension of time for API to perform its obligations would include, but be limited to, the availability of: non-API systems, public telephones, computer networks, internet connectivity, etc. as is necessary to access, interact and utilize API products and services whether or not supplied by the Customer or API.
- 8) **TRADE NAMES AND TRADEMARKS.** This Agreement does not grant to any Party a license to use any trademark, trade name, or logo of the other Party and each Party recognizes that the trademarks, trade names, and logos of the other Party represent valuable assets of that Party and that substantial recognition and goodwill are associated with such trademarks, trade names, and logos. Each Party hereby agrees that it shall not use or permit any third Party to use, at any time, the other Party's trademarks, trade names, or logos.
- 9) **TERM OF AGREEMENT:** The term of this Agreement shall be the period described in contracts notes on page 2, subject to provisions of early termination for cause or non-performance, described in paragraph 10 below. This Agreement will automatically renew for period of twelve (12) months at the end of each expiring term unless cancelled by either party upon ninety (90) days prior written notice.
- 10) **CANCELLATION - GRANT OF LICENSE.** If the Customer defaults in the payment of any amount due and payable under this Agreement, or otherwise defaults in the performance of any other duties hereunder and fails to remedy such default within thirty (30) days after receiving written notice from API, or if the Customer is in material breach of the confidentiality provisions contained in this Agreement, or if the Customer ceases to do business or a receiver is appointed for the Customer, or some other act of bankruptcy occurs, then in addition to and without detracting from any other remedy which API may have, API may forthwith give notice of cancellation of the GRANT OF LICENSE granted herein, whereupon the Customer's right

- to use the software product(s) and the associated documentation shall cease. However;
- a) the Customer shall have a period of continued use of the software product(s) of up to thirty (30) days from notice of cancellation to allow the Customer to make alternative arrangements and
  - b) API will provide the Customer their Data in machine readable format, fees to provide this service apply and is based on the work effort in days multiplied by the standard daily rate indicated on page 2; and upon termination,
  - c) the Customer, for on premise installation of Software, shall deliver the software product(s) together with the associated documentation to API and shall take all such steps as may be necessary to destroy copies of the software product(s) and any record of the same contained in any data retrieval systems under the control of the Customer. An officer of the Customer shall, at the end of this thirty (30) day period, warrant in writing to API that the provisions of this Clause have been satisfied.
  - d) The exercise of rights under this Clause shall not prejudice any rights of either Party to damages or other equitable relief or remedies, subject to the limitations contained in this Agreement. Termination shall not relieve the Customer of the obligation to pay any fees that are part of this agreement and are otherwise owed by the Customer for work actually performed to the effective date of Termination.
  - e) If the cancellation of service is due to Non-Appropriation the Customer will have the ability to use the software in a read-only mode during the period of Non-Appropriation.
- 11) **NON-APPROPRIATION.** The agreement will be allowed to terminate for non-appropriation. However;
- a) the Customer shall make every reasonable attempt to obtain the appropriation for each renewal year under the contract;
  - b) the Customer must document the need for the API solution and the relevance it has to government business, when requesting the appropriation;
  - c) the API's solution cannot be substituted during the period of non-appropriation
  - d) if the appropriation is not available by the end of the contract term the Customer must abide with the Cancellation clause as stated in section 10. In addition, the customer will be responsible for payment of any outstanding invoices for work completed by API prior to non-appropriation.
- 12) **AGREEMENT.** The Customer agrees that they are contracting for software, services and hardware referenced on the Software Services Schedule with API. This Agreement between and API sets forth the legal rights and obligations governing the API offer, provisioning, and delivery of Services to the Customer and the Customer's use of the Services.

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

13) CONTROLS. The Customer shall be exclusively responsible for the provision of adequate supervision, management and control of the use of the software service(s) including, but not limited to the provision of adequate and appropriate machine configuration, software product(s), installation, audit controls and operating procedure.

14) SOFTWARE PRODUCT SUPPORT (SPS). Upon the date of activation of the software product(s), API warrants that it will provide the support described below for API's standard software product(s).

- a) API will use its best endeavors to start and continue remedial work on errors which seriously affect operation of the software product(s).
- b) API will provide program fixes or upgrades to the standard software product(s) plus instruction on how to apply the program fixes or updates to the standard software product(s). Updates shall mean subsequent releases, which are generally made available to all API licenses at no additional charge but shall not include any release of future product that API decides to license separately.
- c) API will provide upgrades to documentation after the installation date that API deems necessary to maintain continued effective use of the software product(s) by the Customer.
- d) API will provide hotline support between the hours of 8:30am and 5:30pm EST on normal business days. Hotline support will consist of online and telephone assistance with program errors.

15) ANNUAL FEE. The annual fee is the service fee for the use of the License and is payable in advance on an annual basis unless otherwise specified herein. Failure to pay this fee causes a cancellation of "GRANT OF LICENSE" (see section 10). Upon payment of the Annual Fee, API will provide to the Customer the support services described in SOFTWARE PRODUCT SUPPORT (SPS) clause 14 a through d. At the end of the initial contract term, the current Annual Fee is subject to change at which time API shall have the right, upon three (3) months written notice to the Customer, to change the charges for any given twelve (12) month period.

16) STATEMENT OF WORK /WORK PRODUCT. Statement of Work is a document signed by Customer and API describing a specific set of activities and/or deliverables, which may include Work Product that API is to provide Customer, pursuant to the Contract. Work Product is any and all deliverables produced by API for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any,

- a) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images,

illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works),

- b) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin,
- c) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, domain names,
- d) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing,
- e) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and
- f) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:

- i) by any API personnel or Customer personnel, or
- ii) any Customer personnel who then became personnel to API or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with API or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer. To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude API from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided no Intellectual Property Rights of Customer are infringed by such competitive materials. To the extent that API wishes to use or acquire licensed rights in certain Intellectual Property Rights of Customer in order to offer competitive goods or services to third parties, API and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

**PROFESSIONAL SERVICE TERMS AND CONDITIONS**

- 1) SCOPE. API will supply the Customer with professional services on an as required basis and at the current rates. (See rates schedule) These professional services will include, but are not limited to, product educating and training and consulting services.

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

2) **PROGRESS.** The Customer and API shall jointly prepare and agree on an implementation plan for each piece of custom work performed by API. Joint progress meetings shall be held regularly throughout the project to monitor progress against the implementation plan and to set objectives for the next period, to clear any outstanding problems and to review and amend target dates for both API's and the Customer's need as required by changing circumstances. These meetings will normally be at mutually convenient dates. The work content of this Agreement may be extended or reduced as agreed jointly, in writing, by API and the Customer. The Customer shall notify API in writing of requested changes to the work content. API will respond with a service estimate that the Customer will countersign indicating its acceptance. The billing and collection of service fees will occur according the terms indicated in the agreed upon Scope of Work (attached to the contract) Every non API delay to the agreed upon implementation schedule may result in a cancellation fee of 5% of the professional service fees. Customer cancellation of scheduled services

will result in the reimbursement to API of any nonrefundable travel expenses incurred by API. If Customer delays the project unreasonably Customer must pay all outstanding professional service fees in advance of services.

3) **TRAINING.** The Customer agrees to release personnel for API training courses as reasonably required by API to ensure the success of the implementation of the software service(s). The courses may be held online, at the Customer's or at API's premises. The charge for these courses shall be as set forth in the Software and Service Schedule.

4) **HARDWARE AND SERVICE REQUIREMENTS.** Customer is solely responsible for acquiring, servicing, maintaining, and updating all equipment, computers, software and communications not owned or operated by or on behalf of API, that allow Customer to access and use the Software and Services, and for all expenses relating thereto (plus any applicable taxes).

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

# ADVANCED PROCESSING & IMAGING CLOUD STRATEGY

Integrating best of breed services to provide an unmatched Cloud experience

## Abstract

Advanced Processing & Imaging's (API) Cloud strategy is designed to provide its customers all the benefits of the Cloud including unmatched infrastructure, support, security, availability and service.

Author: Juan Rodriguez  
President and CEO



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## Introduction

Cloud technology has been around for years but until recently has it been truly accepted in business. It involves a mind shift from purchasing and supporting infrastructure to run critical business systems to expectations of critical business systems being available on tap. It is like buying and maintaining your own power generator to power your home or having the power company worry about the generators and expectations of power when turn on the switch. It has become a game changer for many companies that need technology to grow, compete and succeed. In this document we will cover API's strategy for the Cloud and the benefits it will provide you.

## API Cloud Strategy

As the acceptance of the Cloud matures it has become evident that the Cloud has enormous benefit to companies of all sizes yet the Cloud is not something that every company can or should create. It requires extensive technical expertise, resources, infrastructure and more important a commitment to continual excellence to stay abreast of changes affecting the industry. To build a truly reliable Cloud platform that supports hundreds of customers takes a financial investment in the \$100's of millions of dollars. Following our corporate value of delivering excellence to our customers, we have partnered with Equinix, an industry leader in the Cloud space. This partnership allows us to provide our customers a Cloud experience that is transparent to your operations while bringing the best of breed in technology and service; something that our customers have come to expect from API.

Equinix, Inc. established in 1998 operates International Business Exchange™ (IBX®) data centers in 32 markets across 15 countries in the Americas, EMEA, and Asia-Pacific. Their foot print covers 5 continents, 15 countries and 100+ Data centers. They are a publicly traded company (Nasdaq: EQIX) with a market capitalization of \$11.73 Billion as of this writing.

To learn more about Equinix go to the following link. <http://www.equinix.com/company/about-equinix/overview/>

## The API Cloud for Document Management

Implementing a document management solution typically requires a wide range of technologies: from server hardware, disk storage and operating system to virtualization, database and backup software. If your system is considered mission-critical, you will need to purchase and support a high-availability technology too-or some virtual standby solution. Not only are all these considered CAPEX that needs to be paid for up-front, you need IT staff or a service provider to install and configure it all for you—all before you even get to deploy your document management solution.

Even after you install and configure all this hardware and software, you need to plan resources and budget for ongoing hardware maintenance and support. Then you need to consider backup and offsite disaster recovery technologies-like replication. Backup requires additional software licenses and most importantly time to complete the backup. Then there is the concern “will our backs up work?” Then there is the time needed to test the restoring of the backup for all you mission critical systems. You may even need to lease a remote office or leverage a service provider's data center for true disaster recovery.

## Simplifying the Situation

Advanced Processing & Imaging was built on the concept of making it easier for its customers to benefit from its products and solutions. It is with this thought in mind that API offers Cloud services as part of their Document Management and Business Process Automation solutions. We want it to be as simple as turning on a switch. By offering OptiView document management and mPower business process automation as Cloud services, API eliminates all the issues mentioned above yet provides all the benefits of a mission critical datacenter system. Leave the infrastructure to us, you benefit from OptiView and mPower.

## Features

Our private Cloud services leverage state of the art technologies with innovative designs that feature data backups via snapshots, clustering, geographic redundancy, and more. Our true (true?) private Cloud environment is built for API with no shared instances with other vendors.

## General Facility Features

Dallas TX and Ashburn VA Data Centers

- All data centers are equipped with full generator UPS power, back-up systems, robust HVAC systems, and N+1 (or greater) redundancy.
- 24x7x365 Network and Security Operations Center
- Optimal data center locations within close proximity to primary network access points to maximize internet reliability and performance
- Ecosystem driven structure facilitating cross connections with business critical partners to reduce costs and increase performance

## Support

- 24x7x365 Cloud platform support
- In-depth monthly reporting on the health of each environment, uptime and SLA benchmarks
- Unmatched application support you have come to expect

Equinix employs engineers and security specialists with extensive certifications and real-life experience, including CISSP (Certified Information Systems Security Professional), ITIL (Information Technology Infrastructure Library), as well as advanced vendor certifications with leading manufacturers of security and networking solutions including Cisco, Check Point, McAfee, Microsoft, Imprivata, NetApp, Symantec, WatchGuard, Bradford Networks, Syncsort, Citrix and VMware.

## Redundancy and Backups

- 99.99% Uptime Guarantee
- Supports replication and high-availability
- N+1 (or greater) redundancy-ability to sustain failure(s) without a service disruption
- Standard operating procedure of maintaining two local copies of all backups

## Disaster Recovery

- Geographic diversity with backups replicated to secondary and tertiary remote data centers
- Aggressive RTO & RPO commitments, as low as 30 minutes
- Customizable backup retention

## Datcenters

API believes that its Cloud offerings should be housed in not only secured and reliable datacenters but that the datacenter resources should be replicated to ensure continuity of service. API's Cloud strategy does utilize multiple datacenters to support its customers. Our partner's data centers are located in Washington DC and Dallas, TX. To learn more about these data centers refer to the links below:

Washington DC Data Center

<http://www.equinix.com/locations/united-states-colocation/washington-dc-data-centers>

Dallas, TX Data Center

<http://www.equinix.com/locations/united-states-colocation/dallas-data-centers>

API's partner Equinix has invested in facilities that have multiple access points for high availability. With API's Cloud you can access your system from anywhere, yet these systems are secured.

### Internet/Access

- Access to one of the top three peering and exchange markets, including the largest peering exchange on the U.S. East Coast
- Redundant Direct Internet Access (DIA) with multiple Tier 1 providers
- Multiple Diverse, High Speed Fiber Entry Points
- Fully meshed multi-homed BGP peering topology
- DIA speeds of 100mbs or higher
- Local Loop Access with 200+ Internet Service Providers, and Network Access Options of DS-1, DS-3, OC-X, or Ethernet Connectivity
- Metro Ethernet capabilities at 10 Mbps, 100 Mbps, 1 Gbps, and 10 Gbps speeds

### Security Systems

- Private cages with biometric, card and PIN access
- 24x7x365 video surveillance
- Customized Security to enable you to meet your regulatory compliance needs including SSAE 16, SOC2, SOC3, PCI, Safe Harbor, HIPAA, ITAR, and FIPS-140-2
- Data centers meet ISO & LEED requirements

## Conclusion

API is poised to provide the best in class Cloud experience to its customers. Our solution provides security, redundancy, service and peace of mind to API customers. It allows our customers to focus on the benefits of our products without worry.

## About Advanced Processing & Imaging (API)

For nearly two decades, Advanced Processing & Imaging, Inc.® (API) has been helping Small & Mid-Sized Businesses, City and County Government Agencies and K-12 School Districts speed business processes, increase productivity and reduce operating costs through more efficient business execution and reduced reliance on paper-based forms, documents and processes. API's OptiView document management solution streamlines the storage, retrieval and distribution of the documents required to power daily business operations. The company's mPower business process automation solution automates existing business processes and presents information and documentation relevant for the task at hand—without having to manually search. For more information visit [www.apimg.com](http://www.apimg.com)

## Attachment A to Contract #Q09181401

# *Custom Project Overview and Solution Delivery Schedule*



**Presented to:**  
Indian River County Schools

April 23, 2015

**Presented by:**

Advanced Processing & Imaging, Inc.  
(800) 430-7011

## Overview

Indian River County Schools is in need of improving their document and process dilemma. Currently the district is overwhelmed by paper and processes that take an enormous amount of time. The district in an effort to cut cost and improve its efficiency has turned to Advanced processing and Imaging for assistance. Advanced Processing & Imaging has helped many Florida School districts for the past 18 years improve their efficiencies and reduce the costs associated with antiquated business processes. Below API has documented the current need of district and the solutions that API will provide. Keep in mind that this is not a complete list of need but a starting point for the district. As part of this project API will implement only certain solutions while preparing the district to self-implement others. This is done in effort to save the district on capital expenditure. It is API's goal to make the district self-sufficient so that it can address all its needs with our systems.

## Need

Below is a list of need that API has uncovered and the solution that can be realized using API solutions. We also indicate if the solution is part of the professional services contracted. Each section is broken out by department and further by specific challenge and solution.

## Finance & Purchasing

**Challenge:** Locating and accessing information needed to research and even to process transactions, is very laborious. Since almost everything is on paper, and out of necessity often filed in multiple locations, it is difficult to always find everything when needed. Employees have to look through filing cabinets and cumbersome digital files to locate records. This is true of invoices, check registers, receipts, journal entries and many other documents related to transactions. A searchable data base would cut the time for research tremendously.

**Solution:** Through the use of the OptiView document management solution, documents (i.e. invoices, check registers, receipts, journal entries) will now be able to be scanned and stored in electronic filing cabinets. These documents will become readily available to everyone throughout the organization, who

has the proper authorizing credentials, by just a couple clicks. OptiView will reduce the time it takes to manually locate files in filing cabinets and paper storage location. It will also reduce the need to store documents in paper form and thus minimizing the excessive amount of records that will need to be relocated to the new district location in the near future. **This solution is included in the contract as part of the mPower OptiView software solution and Professional Services.**

**Challenge:** Since most of the financial records have a retention period of five to ten years, storage is a major issue for paper records. Paper records must either be scanned or copied for future use, and/or boxed up and sent to a storage area. Just the boxing, labeling and storage for finance alone takes hours using valuable resources. Finance maintains current and prior year transaction records to ease research and provide documentation for audit. Other records in the department may be kept longer for specific reasons. Since space is at a premium, records that are in paper form are taking up room in filing cabinets, storage rooms and even floor space that can be used for other purposes in the department.

**Solution:** With the use of the OptiView document management solution, each document brought into the system can receive its own retention schedule. When the retention period has been met, the document will automatically be stored into a hold location in preparation for deletions/shredding. It is important to also understand that OptiView will never automatically delete/shred a document from the system. It will require someone with administrative rights to actually delete the item. In addition, the solution will free up some needed space that the current reports occupy. **This solution is included in the contract as part of the mPower OptiView software solution and Professional Services.**

**Challenge:** Purging and shredding of the current documents, which have either passed their retention period deadline or are duplicates and not official records, is also a manual process that is very time consuming and laborious. For risk management purposes, purging and shredding of documents that have reached their destruction period is very important and being able to identify items in a database will be more efficient and effective.

**Solution:** Similar to above mPower OptiView document management solution, provides the district the ability to achieve the retention requirements issued by the state. **This solution is included in the contract as part of the mPower OptiView software solution and Professional Services.**

**Challenge:** Another risk/liability issue is the potential injury to employees from moving and lifting heavy boxes. Since many documents in Finance are maintained in paper format including current and prior year of all invoices, check copies, receipts, wire transfers, and journal entries for audit and research, employees often have to climb ladders and lift storage boxes from 4 levels up. It can be dangerous.

**Solution:** Through the use of the OptiView document management solution, documents (invoices, check copies, receipts, wire transfers, and journal entries) will now be able to be scanned and stored in electronic filing cabinets. These documents will become readily available to everyone throughout the organization, who has the proper authorizing credentials, by just a couple clicks. OptiView will reduce the time it takes to manually locate files in filing cabinets and paper storage location. It will also reduce the need to store documents in paper form and thus minimizing the excessive amount of records that will need to be relocated to the new district location the near future. It will also reduce the danger of employees climbing ladders to access heavy boxes. It will also almost eliminate any potential liability from employees being injured from lifting/carrying boxes. **This solution is included in the contract as part of the mPower OptiView software solution and Professional Services.**

**Challenge:** When financial records are needed from the AS400, reports often have to be printed manually and the format is set so that often the report must be printed with excess pages. Not only is it cumbersome, but it makes the document(s) difficult to read. Thus creating more confusion for the end users who have to get access to information to complete day to day tasks.

**Solution:** With the use of OptiSpool, reports could be easily pulled and parsed without printing a long report, scanning or manually generating reports. This saves paper and time. **This solution is included in the contract as part of the mPower OptiSpool software solution and Professional Services.**

**Challenge:** Debt documents are semi-permanent in nature. They must be maintained per IRS regulations for the life of the debt plus 3 years. This is usually between 23 and 28 years. All items attached to the debt issue such as project invoices, checks, closing documents, IRS filings, leasing corporation documents, trust agreements, trust bank account records, policies and procedures, offering statements, amortization schedules, etc. must be grouped together, some by fiscal period but also by issue date, to prove that the District has maintained their records per the law.



**Solution:** Through the use of the OptiView document management solution, debt will now be able to be scanned and stored in electronic filing cabinets with their owner retention schedule. Since these documents are sensitive my nature, measures can be implemented to limited that accessibility to those who do not requires day to day access. **This solution is included in the contract as part of the mPower OptiView software solution and Professional Services.**

## Other Benefits:

Currently there is no easy way to link invoices, purchase orders, checks or packing slips together. With the use of mPower OptiView system, this can be done very simply by district users, and can be retrieved by vendor name, number, check number, date and other searchable criteria. In addition, vendor contracts are being kept electronically in a scanned folder, these can added to the system by District staff and it would provide ease of access and better communication among the other departments in the district.

## Student Records & Print Shop:

**Challenge:** Student records retention also involves the tedious, manual process of scanning and saving each student's records. The current system being utilized, to store the scanned student records, is not user friendly and is not integrated with the current student information system.

**Solution:** Through the use of the OptiView document management solution, the District will be able to more easily store student records due to its unique integration capabilities to a variety of student information systems. This unique integration capability will also allow for more ease of use by end users. **This solution is included in the contract as part of the mPower OptiView software solution and Professional Services.**

**Challenge:** The department currently uses multiple ways to store records. The different ways include paper, microfilm and digital formats. It is neither efficient nor cost effective to continue with this current process.

**Solution:** Through the use of the OptiView document management solution, student records will now be able to be scanned and stored in electronic filing cabinets. These student records will become readily available to everyone throughout the organization, who has the proper authorizing credentials, by just

a couple clicks. OptiView will provide a uniform document/records management system, storing, locating, and retrieving records will be much easier and faster. **This solution is included in the contract as part of the mPower OptiView software solution and Professional Services.**

**Challenge:** The records storage area receives frequent requests for records that must be searched for manually. It can be very time consuming to search through the various silos and boxes to locate the information. Some requests come from internal departments who could utilize approved access to pull the information themselves.

**Solution:** Through the use of the OptiView document management solution, student records will now be able to be scanned and stored in electronic filing cabinets. These student records will become readily available to everyone throughout the organization, who has the proper authorizing credentials, by just a couple clicks. This will alleviate the records manager from fulfilling all of these requests. **This solution is included in the contract as part of the mPower OptiView software solution and Professional Services.**

**Challenge:** Currently after going through the cumbersome process of locating records, the records manager has to remove staples, make copies or scan the document and then mail, email or send then by courier.

**Solution:** Through the use of the OptiView document management solution, records manager can locate records quickly and send them to the requester in seconds. Savings can be realized from reducing paper, envelopes, stamps and transportation costs. **This solution is included in the contract as part of the mPower OptiView software solution and Professional Services.**

**Challenge:** With the increased requirement for storage of records annually, more and more room is needed to store records, which is not an efficient or sustainable process

**Solution:** Through the use of the OptiView document management solution student records will now be able to be scanned and stored in electronic filing cabinets instead of in storage room at the district office. The District will then be able to define a more efficient records storage process. **This solution is included in the contract as part of the mPower OptiView software solution and Professional Services.**

**Challenge:** Student records are being stored in a difficult to use SharePoint storage solution that does not integrate to student information systems. It is a very arduous process to find and collaborate.

**Solution:** API will convert all the records that are in the SharePoint system and bring them into OptiView so that the District can easily get access to student records and better integrate with the student information system. **This solution is included in the contract as part of the SharePoint Database Conversion and Services.**

## Exceptional Student Education (Student Services, Health Services and Attendance)

**Challenge:** At the end of every year, student services send hundreds of pages of sensitive student physiological reports to the records department for storage. This requires time to physically prepare reports, box them up, and arrange for pick-up and delivery to the warehouse. These records need to be retained for 5 years and then need to be purged.

**Solutions:** Through the use of the OptiView document management solution, student services will now be able to be scanned and stored these records directly to mPower electronic filing cabinets. It would eliminate the need to physically prepare reports, box them up, and arrange for pick-up and delivery to the warehouse. This also allows the district to be more compliant with these records by controlling who can access and the scanning is conducted by authorized district personnel. The system also offers the ability to easily put the 5 year retention on the each document. **This solution is included in the contract as part of the mPower OptiView software solution and Professional Services.**

**Challenge:** Individual Educational Plans (IEPs) are being generated daily at the different schools by educational providers. These IEP's are sent by courier to a central location.

**Solution:** Through the OptiWorkflow system, this will assist in making the reports an electronic process and allow for storage of the official, signed IEP more easily. It would then eliminate the need to have courier deliver records; saving time and money. It will also minimize liability for the courier transporting records from location to location. **This solution is included in the contract as part of the mPower BPA software solution and Professional Services.**

**Challenge:** The Exceptional Student Education department which also includes Student Services, Health Services and Attendance, must maintain thousands of records for former students which must be stored for specific periods of time. ESE alone has over 360,000 pages of records being kept in portables at Dodgertown Elementary. When requests come in from students who have graduated, it is very time consuming to hunt down records to fulfill requests. These requests come in on a regular basis from former students who need to document applications for things such as secondary education, vocational rehabilitation, governmental programs, and disability benefits.

**Solution:** Through the use of the OptiView document management solution, ESE documents will now be able to be scanned and stored in electronic filing cabinets. These documents will become more readily accessible upon request by authorized individuals. The request will then be able to be fulfilled more quickly and sent electronically eliminating the need to print and waste paper and toner expenses. **This solution will need to be deployed by district mPower OptiView admins. API will review**

**configurations created by District staff but the District will be responsible to implement this departmental area.**

## Human Resources

**Challenge:** Annually the HR department oversees employee contract renewals, which is currently a manual paper process. The district has over two thousand contracted employees. The HR department prints a 2-3 page contract for each employee (4,000-6,000 sheets, even without errors). These contracts then need to be executed.

First, HR sorts and sends the contracts to each school by District courier.

Office personnel at each school to must distribute each contract for signature and then collect, review, and package for return to the HR department.

The courier picks up the signed contracts and delivers them to back to HR at the district office.

The HR department then reviews each of the 2,000 contracts, has them signed by management, makes copies of the contracts signed by the employee, and then sends each employee a fully executed contract copy through the courier system.

Then the contracts must be distributed again to personnel at the school.

An employee in the HR department then must manually file all of these 2,000 paper records in the appropriate personnel folder that are over-crowded. This is time consuming and cumbersome

**Solution:** This is a cumbersome process that can be solved with the OptiWorkFlow with the OptiView document management system that can allow for easy delivery and tracking in an efficient electronic manner. The contract will then be automatically stored in the appropriate employee file eliminating the need to manually store records. This will eliminate the wear and tear on vehicles, the use of envelopes, staff to oversee deliveries, staff to review and hand out contracts, and reduce the cost of gas from driving to the schools. **This solution is NOT included in the contract and would require additional professional services to be contracted.**

**Challenge:** HR currently also has a manual, paper process to oversee time off requests, vacation, PAF forms and TDE pre-travel request forms. All of these processes accumulate paper and require manual signatures and routing between employees, supervisors, and the HR department which is very ineffective.

**Solution:** OptiWorkFlow with the OptiView document management system will be able to solve this challenge by allowing the process to be done electronically. The time off request, PAF etc. will then be automatically stored in the appropriate employee file eliminating the need to manually store records.

**This solution is NOT included in the contract and would require additional professional services to be contracted.**

**Challenge:** Searching for records in personnel files is also a challenge since the cabinets are full, the file must be located and then searched for in the folder.

**Solution:** Through the use of the OptiView document management solution, personnel documents will now be able to be scanned and stored in electronic filing cabinets. These documents will become more readily accessible upon request by authorized individuals. **This solution is included in the contract as part of the mPower OptiView software solution and Professional Services.**

**Challenge:** The hiring process is also cumbersome since it is not a seamless electronic method. Hiring packets are still on paper. They could be converted, disseminated and stored

**Solution:** With the mPower OptiView document system, this would save paper from the beginning and continuing through the entire process. It would also save time scanning final documents. The District can also utilize mPower BPA system to allow individuals to fill out the packet electronically online using digital forms. This would save paper and time to collect and review the packets. **This solution is NOT included in the contract and would require additional professional services to be contracted. The District should be able to implement this solution after receiving API training if not API services can be contracted.**

**Challenge:** There are years of employee files on paper that is taking up the minimal space that is available in the HR department that could be used for office space or for other business purposes.

**Solution:** With API's back file scanning services, these documents will then be professionally scanned and indexed to be stored in the OptiView system. This will free up vital office space and make it easier to access information upon requests. **This solution is included in the contract as part of the Back Filing Scanning and Professional Services. We have estimated approximately 420,000 images and the cost per image is at \$.051. If there are more than 420,000 images API will notify the District that a per image pricing will be required.**

## API's Implementation Process

The process below is part of the API standard implementation process and is included in your contract.

### General Planning

With each client, planning begins with the contract process. API works with the client to recommend the size of the system, the number of users initially involved, any optional modules needed to meet the clients' requirements, the size and scope of the installation and training services, and any

potential customization or special programming needed. This contract then sets the parameters for what follows.

### ***Kickoff***

Subsequent to contract signing, the API project team meets and reviews the contract to identify implementation tasks and issues that require further analysis and clarification. Thereafter, the team meets with the client implementation team to review expectations, project challenges, and prospective schedules.

### ***Technical Assessment***

The Technical Assessment Phase provides a detailed understanding of the general planning done at contract time. At this point, one of API's senior technical consultants conduct a remote session with the client's functional management to provide a mutual understanding and recommendations to at least the following for the first or primary application:

- What is the present hardware and software environment?
- What are the current processes involved?
- How many documents are there, where are they stored, and what are their characteristics?
- How does the client need to find information (search criteria)?
- Under what categories should the electronic documents be stored?
- Other factors regarding document retention, scanning volumes, network loads, document security, etc.
- Methods of image enabling the user's software application.

**Normally it is API's policy to do this detailed assessment review and the following implementation phases on one application. The client is provided with the example and training so that they can implement their other applications. At this point a Technical Liaison is established with the client as a focal point for communication between API and the client. Alternatively, the client may contract with API to implement its solutions in other departments.**

### ***Installation/Deployment***

This phase of implementation takes place after the Technical Assessment Review. An API mPower specialist goes to the client's site to perform these tasks. The installation / implementation phase includes:

- Installing and testing any hardware that is part of the client's contract.
- Installing and testing the mPower software on the server and selected client machines.
- Working with the client's technical representatives to provide for remote access to the client's system for maintenance and support purposes.
- Implementing the application interface for the application assessed. This may include defining the application screens, setting up the Tabs and Categories, and setting up the scanning process.

- Setting up security access profiles for the client administrator personnel.
- Insuring that the system and application works with the client's network.

### ***Timeline and Implementation Work Plan***

API's Professional Services team manages all aspects of the solution implementation. We create an accurate and rational deployment plan upon the completion of our project kickoff meeting. The project plan includes dates, labor estimates, wait time estimates, other resources and time requirements. Kickoff usually can be scheduled within three to five weeks from contract signing. Below is an example of a typical single department implementation schedule for mPower OptiView. This sample takes into consideration that all resources are available in a sequential time line. In an actual implementation the lapse times can be greater and is dependent on customer resource availability.

	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1	OptiView Server Software Installation	Departmental Analysis & Configuration	Administrative Training		
Week 2	User Training	User Training	Monitoring	Monitoring	

### ***Training***

Training provides a detailed understanding of how to use mPower from two perspectives:

1. Administrators
2. Application Users

Administrators are shown how to set up user security profiles, provide tabs and categories for storing documents, create processes, forms setup, set up new users and image enable other applications. Users are taught how to search for indexes, retrieve their documents, scan in new documents, distribute documents, use in-boxes, and annotate documents.

### ***Installation Monitoring***

The final Phase of a mPower account implementation is monitoring. This consulting phase is performed onsite by an API Technical Specialist and normally takes place following a client's implementation/training. The goal of this consulting activity is to assure that the client understands the system and is using it in the most productive way.

## API's Training Plan

### Overview

API's training is designed to help its customers to be independent in maintaining and expanding the use of their investment. Our strategy is to train both from an administrative level and user levels. We require that our customer include power users as part of the training. These power users we have found to be instrumental in the effective use of API software. The following pages will provide explanation of our training services along with the details on attendee profile, estimated training duration and training subjects.

## mPower OptiView

### IT Administrator Training

**Description:** IT administrator training is designed for IT personnel that will be responsible for the maintenance and operations of the servers for mPower. The class will consist of the OptiView components, the servers in use, databases, connectivity, support and networking requirements.

**Attendee profile:** IT technical personnel responsible for infrastructure support, networking and connectivity.

**Training duration:** 2 hours

### System Administrator Training

**Description:** System administrative training is designed for the application administrators that will be responsible for the maintenance of the configurations within the OptiView system. This class will consist of operational responsibilities such as adding users, defining categories, setting up security and defining integration screens.

**Attendee profile:** Attendees for this class should be restricted to only those responsible for the application management of the system and not end users or IT support personnel.

**Training duration:** 1 day

### Departmental Training

**Description:** This part of the training reviews with the departmental managers the configuration options available within OptiView. A system review is performed and filing cabinet configuration options are shown. An overview of the requirements for tabs and categories are also covered. The purpose of this training is to show them how cabinets are configured so that they can apply that understanding to the filing cabinet design necessary for their department. At the end of the session,



the trainer along with IRCS administrators will configure the filing structure and cabinets for this department.

It is at this point that the departmental managers are required to test the configurations for efficiency and productivity and provide feedback for any changes if necessary. Once the departmental manager accepts the configuration, end user training is scheduled.

**Attendee profile:** Department managers responsible for the filing of documentation at IRCS.

**Training duration:** 4 hours

### End user training

**Description:** The end user training will consist of a classroom environment in where the trainer will present to the end users the finished configured product. In this training class the trainer will show how to use the system and will present certain specific scenarios that the end user may encounter.

**Class size:** The number of attendees for this training class should be kept to no more than 15 attendees per class.

**Attendee profile:** End users that will be using the mPower system on a day-to-day basis to scan, retrieve and search for information.

**Training duration:** 4 hours

End users typically require two to four hours of training. Formal training will be scheduled to take place onsite after the initial installation has been successfully tested and “power users” have become familiar with the basics of mPower. The prerequisites and training environment are covered below. The training is done in a hands-on workshop where the trainees will do live exercises with their own applications and mPower.

## mPower BPA

### IT Administrator Training

**Description:** IT administrator training is for IT personnel that will be responsible for the maintenance and operations of the servers that run MPower BPA. The class consists of the MPower BPA components, the servers in use, databases, connectivity, support and networking requirements.

**Attendee profile:** IT technical personnel responsible for infrastructure support, networking and connectivity.

**Training duration:** 4 hours

### System Administrator Training

**Description:** System administrative training is for the application administrators responsible for the maintenance of the configurations within the workflow system. This class consists of operational responsibilities such as adding users, defining roles, setting up security and defining the system environment.

**Attendee profile:** Attendees for this class should be restricted to only those responsible for the application management of the system and not end users or IT support personnel.

**Training duration:** 1 day

### Form Design Training

**Description:** This training is for administrators responsible for the creation of forms at IRCS. Administrators learn how to create, publish and manage forms that are used in the workflow system. Users learn how to add scripting two forms in order to conduct special routines within the form.

**Attendee profile:** Attendees for this class should be restricted to only those responsible for the form design and not end users or IT support personnel.

**Training duration:** 1 day

### Process Design Training

**Description:** This class is for administrators responsible for the creation of processes in the workflow system. Administrators learn how to create, publish and manage workflow processes that are used in the system. Users learn how to use connect agents and export scripts to allow processes to save objects to OptiView and data fields to database application.

**Attendee profile:** Attendees for this class should be restricted to only those responsible for the process design and not end users or IT support personnel.

**Training duration:** 1 day

### Departmental Training

**Description:** This part of the training reviews with the departmental managers the configuration of a workflow within MPower BPA. The process is reviewed for functionality and operational efficiency. It is in this step that changes to process or to the forms are finalized so that end user training can be scheduled.

**Attendee profile:** Department managers involved in the process that is being rolled out.

**Training duration:** 4 hours

### End user training

**Description:** The end user training will consist of a classroom environment in where the trainer will present to the end users the finished configured product. In this training class, the trainer will show how to use the system and will present certain specific scenarios that the end user may encounter.

**Class size:** The number of attendees for this training class should be kept to no more than 15 attendees per class.

**Attendee profile:** End users that will be using the MPower BPA system on a day-to-day basis

**Training duration:** 4 hours

### Rollout

**Description:** During this phase of the project plan, API will be on-site during the rollout phase of the project. The purpose of this step is to assist the end users with the use of the system, answer any questions and adjust the system if necessary.

**Duration:** 4 hours

At the completion of the steps, the implementation of the MPower BPA system is complete.

## API's Course Outline

### **Course Summary**

During combined hands on and classroom training, Administrators are shown how to use each module within the mPower suite including User Security, Roles, Server Settings and Process Management. End users typically require two to four hours. Formal training will be scheduled to take place onsite after the initial installation has been successfully tested and "power users" have become familiar with the basics of mPower OptiView and BPA. The prerequisites and training environment are covered below. The training is done in a hands-on workshop where the trainees will do live exercises with their own applications and mPower.

### ***Train the Trainer Methodology***

API puts administrators through a five step train the trainer process:

- i. Observe installation and setup.
- ii. Participate in training as a student.
- iii. Demonstrate competence with software and practices during an implementation.
- iv. Observe training and use of materials in support of an implementation.
- v. Deliver training under observation as part of an implementation.

## mPower OptiView

### ***Administrator Training Outline - MPower BPA Prerequisites***

Administrators should be familiar with the Windows operating system from a user point of view. Each administrator will require a PC in the classroom comparable to the one that they will normally be using. Passwords and user ID's with proper authority to load PC software and share files and printers are required, along with access to the network.

### **Goals**

These Administrators will be taught how to load and maintain the software, set up and change user access, and levels of security for different types of users. They will also learn how to assign Tabs and Categories for the electronic files that will hold the documents.

### ***MPower BPA Administrator Content Outline***

1. Introduction to Imaging - The goal of this section is to show MPower BPA's capabilities and how it integrates with the customer's application.
  - Goals of the Imaging Project
  - Understanding of the Application
  - Overview of the MPower BPA Methodology
  - Overview Demo

2. Storage and Retrieval Concepts - This section covers the basic concepts of how documents are stored and retrieved by key fields (Indexes) and organized in electronic folders by Tabs and Categories. An understanding of this information is critical for the Administrative setup function.
3. MPower BPA on SQL - This section provides an understanding of the server side of MPower BPA, which deals with most of the Administrative functions such as integrating with applications, defining users and user security, and setting up the way documents are stored and retrieved. The Administrative personnel will need to have a complete understanding of this section to be able to perform the Administrative functions.
  - Installation procedures on SQL.
  - Libraries. General familiarity with the MPower BPA Library system.
  - How to enroll Users.
  - Establishing User Security
  - Defining the Application to MPower BPA.
4. MPower BPA Client - It is important for the Administrator to be able to install the Client component of the system and to understand the user environment of MPower BPA. This section will teach the Administrator the basic functions of the system from scanning input to retrieving, viewing, and disseminating documents.
  - Installation of MPower BPA on the PC
  - Editing of OptiConfig
  - MPower BPA Scanning: Types of Scanning: Single Pages, Batches, Mass Production
  - MPower BPA Retrieval: Applications, Tabs, Categories, Multi Page Documents
  - Annotations
  - Importing Documents: WORD, EXCEL, and other PC Documents
  - Exporting
5. Background Upload Program. The goal of this section is to understand the background saving function that allows batches of images to be stored while the user is doing other things.
6. Scanning with MPower BPA Inbox Scanning. This section deals with the reasons for, and the techniques of creating MPower BPA Inboxes and scanning documents into them.
  - Selecting an Inbox Path.
  - Creating Inboxes.
  - Multiple Inboxes.
  - Scanning to an Inbox.
7. Imaging with Inbox Viewer. This section concerns viewing the documents that have been placed in MPower BPA Inboxes and archiving these documents.
  - Selecting an Inbox Path.
  - Opening an Inbox Box.
  - Making an Archive Selection

- Sequencing pages.
- Transfer to another Inbox Box
- Deleting pages.

8. The Document Maintenance Utility. The Administrator needs to have a good understanding of how to move documents that are stored in the wrong place.

## mPower BPA

### ***Administrator Training Outline - MPower BPA***

Administrators should be familiar with the Windows Server OS and MS SQL Server. Proper permissions to access the Windows Server is required. A PC is also required where MPower BPA Form Designer, Process Studio, and Management Console will be installed.

### **Goals**

These Administrators will be taught how to use the MPower BPA Management Console to set up and change user access, assign roles for different types of users and manage active and completed processes. Administrators will also be able to design an electronic form and a workflow process. Depending on output needs, administrators will learn how to configure exports so that process data is output to the required formats.

### ***MPower BPA Administrator Content Outline***

1. Introduction to MPower BPA - The goal of this section is to show MPower BPA capabilities and how it utilized within a client's environment.
  - Goals of MPower BPA
  - Understanding of the Application
  - Overview of the MPower BPA Methodology
  - Overview Demo
3. MPower BPA and SQL - This section provides an understanding of the server side of MPower BPA, which deals with most of the Administrative functions such as user and process management, and web server management. The Administrative personnel will need to have a complete understanding of this section to be able to perform the Administrative functions.
  - Installation procedures of Form Designer, Management Console and Process Studio
  - General familiarity with MPower BPA Server.
  - How to Manage Server Settings, Users, and Processes.

- How to integrate Forms to SQL tables for lookups
4. MPower BPA Web Desktop- It is important for the Administrator to understand the end user environment of MPower BPA. This section will teach the Administrator the basic functions of the Web Desktop and how to use the published forms and processes.
  
  6. Using MPower BPA to initiate workflow processes-This section deals with the reasons for, and the techniques of initiating a process from MPower BPA Inboxes and scanning documents into them.
    - Selecting an Inbox Path.
    - Scanning to an Inbox.
    - Initiating a workflow process
  
  7. Working with MPower BPA Output-This section deals with the type of output that can be achieved with MPower BPA. Administrators will learn how to export completed processes to MPower BPA as well as how to perform additional Form Exports to extract process data to be used in other applications.

## Assumptions

- Indian River Schools District will be available to assist with questions that arise
- Indian River Schools District will assign an internal Project Manager to work closely with API to complete the process according to the specifications.
- Indian River Schools District will assign the most knowledgeable employee to assist with the design
- Indian River Schools District will work closely with API's Project Management team to complete the project
- Indian River Schools District understands that API works in a Train the trainer environment and will be training the employees at Indian River Schools District to design and implement forms and processes.

## Change Management Process

After the project begins, customer-driven changes to the requirements and/or specs, including any changes to the forms, will be evaluated separately for effort required, as well as cost and impact to the original project schedule, before accepting and implementing the changes. Once reviewed, a written change order will be required to be signed by both parties before any changes can occur. Additions to the original scope will be charged on a time & materials basis.

## **Customer Acceptance Period**

For each Deliverable under this Agreement, the project shall be considered complete upon delivery or installation. Customer shall have 15 business days after delivery to communicate to API any deviations in functionality from that defined in this SOW. During this period API will make reasonable efforts to resolve any omissions or bugs. Any further requests for modification will be considered as a billable customer change order.

## **Acceptance and Authorization**

The terms and conditions of the API Master Customer Agreement apply in full to the services and products provided under this Statement of Work.



PROPERTY RECORDS									
HEALTH AND STUDENT SERVICES									
VISION MACHINES FOR TRADE-IN									
*DELETIONS-PENDING BOARD APPROVAL									
PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
49653	TESTER	KEYSTONEVIEW OPTHAMALIC TELEBINOCULAR	N/A	TRADE-IN	11/09/97	\$837.64	\$0.00	530	1340
70507	TESTER	KEYSTONEVIEW OPTHAMALIC TELEBINOCULAR	22890	TRADE-IN	10/09/97	\$837.64	\$0.00	530	1340
70508	TESTER	KEYSTONEVIEW OPTHAMALIC TELEBINOCULAR	22888	TRADE-IN	10/09/97	\$837.64	\$0.00	530	1340
70509	TESTER	KEYSTONEVIEW OPTHAMALIC TELEBINOCULAR	29540	TRADE-IN	10/09/97	\$837.64	\$0.00	530	1340
70512	TESTER	KEYSTONEVIEW OPTHAMALIC TELEBINOCULAR	22879	TRADE-IN	10/09/97	\$837.64	\$0.00	530	1340
70513	TESTER	KEYSTONEVIEW OPTHAMALIC TELEBINOCULAR	22889	TRADE-IN	10/09/97	\$837.64	\$0.00	530	1340
70556	TESTER	KEYSTONEVIEW OPTHAMALIC TELEBINOCULAR	22928	TRADE-IN	10/09/97	\$837.64	\$0.00	530	1340
70557	TESTER	KEYSTONEVIEW OPTHAMALIC TELEBINOCULAR	22925	TRADE-IN	10/09/97	\$837.61	\$0.00	530	1340
71406	TESTER	KEYSTONEVIEW OPTHAMALIC TELEBINOCULAR	N/AA	TRADE-IN	11/23/98	\$875.00	\$0.00	530	1340
71407	TESTER	KEYSTONEVIEW OPTHAMALIC TELEBINOCULAR	29300	TRADE-IN	10/23/97	\$875.00	\$0.00	530	1340
71512	TESTER	KEYSTONEVIEW OPTHAMALIC TELEBINOCULAR	29296	TRADE-IN	12/18/97	\$875.00	\$0.00	530	1340
72245	TESTER	KEYSTONEVIEW OPTHAMALIC TELEBINOCULAR	N/A	TRADE-IN	11/23/98	\$875.00	\$0.00	530	1340
72246	TESTER	KEYSTONEVIEW OPTHAMALIC TELEBINOCULAR	N/A	TRADE-IN	11/23/98	\$875.00	\$0.00	530	1340
72247	TESTER	KEYSTONEVIEW OPTHAMALIC TELEBINOCULAR	N/A	TRADE-IN	11/23/98	\$875.00	\$0.00	530	1340
83848	TESTER	TITMUS 2 EYE VISION TESTER	CS-59750	TRADE-IN	09/11/06	\$1,515.25	\$0.00	530	1340
84594	TESTER	VS-V UNIVERSAL VS SERIES SCREENER	38506/38390	TRADE-IN	01/07/08	\$1,705.25	\$121.80	530	1340
84595	TESTER	VS-V UNIVERSAL VS SERIES SCREENER	38507/38392	TRADE-IN	01/07/08	\$1,705.25	\$121.80	530	1340
84596	TESTER	VS-V UNIVERSAL VS SERIES SCREENER	38562/38393	TRADE-IN	01/07/08	\$1,705.25	\$121.80	530	1340
	TESTER	KEYSTONEVIEW OPTHAMALIC TELEBINOCULAR	25939	TRADE-IN	11/23/98	\$875.00	\$0.00	530	1340
	TESTER	GOODLITE OPTHALAMLIC TELEBINORUCLAR	C13934	TRADE-IN	10/09/97	\$837.64	\$0.00	530	1340
	TESTER	GOODLITE OPTHALAMLIC TELEBINORUCLAR	C00744	TRADE-IN	10/09/97	\$837.64	\$0.00	530	1340
	TESTER	GOODLITE OPTHALAMLIC TELEBINORUCLAR	C10404	TRADE-IN	10/09/97	\$837.64	\$0.00	530	1340
					<b>TOTAL</b>	<b>\$21,970.01</b>	<b>\$365.40</b>	<b>22</b>	<b>COUNT</b>
						<b>TOTAL ACQUISITION COST</b>	<b>\$21,970.01</b>		
						<b>TOTAL CURRENT VALUE</b>	<b>\$365.40</b>		
						<b>TOTAL COUNT</b>		<b>22</b>	

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# QUOTE

EXPIRATION DATE		QUOTE NO.
06/24/15		2965381-00
DATE	P.O. #	PAGE #
03/26/15	Titmus V3 11/4/14.	1

Attn: GEORGANN

**Ship To:**  
 SCH DIST OF INDIAN RIVER CNTY  
 6055 62ND AVE  
 BUILDING/MAINTENANCE DEPT  
 VERO BEACH, FL 32967

**Bill To:**  
 SCHL DIST OF INDIAN RIVER CNTY  
 1990 25TH ST  
 VERO BEACH, FL 32960

QUOTE PREPARED BY	PHONE	EMAIL
Adam Schultz	866-323-5465	aschultz@schoolhealth.com

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	HANOVER PARK WHSE	UPS GROUND		NET 30

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QTY. UM	UNIT PRICE	PRICE UM	DISCOUNT MULTIPLIER	AMOUNT (NET)
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1	52783	22	EACH	2495.00	EACH	0.00	54890.00
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TITMUS V3 GENERAL MODEL VISION SCREENER

\*\* Shipping Direct From Manufacturer \*\*

School Health will give a \$300 Trade-in Credit for the return of any type of vision machine, whether it is in working condition or not, and a \$50 SH gift card will be issued upon trade-in receipt. Trade-in unit must be received within 90 days of purchase to receive credit.

Trading in Good-Lite Vision Boxes and Key Stone Screeners

TRADE-INS ARE GOOD ONLY ON NON-DISCOUNTED PRODUCT - NO EXCEPTIONS

Items stocked in our warehouse usually ship within 24 HOURS. Items above may be indicated as \*\*Shipping Direct From Manufacturer\*\*. Delivery times for items \*\*Shipping Direct From Manufacturer\*\* vary. For specific delivery time, call customer care at 1-866-323-5465.

1 Lines Total	Sub Total	54890.00
	Correction	6600.00
	Freight	296.36
	Invoice Total	48586.36

Tax ID Number: 36-2425385

Continued

Signature:



# QUOTE

EXPIRATION DATE		QUOTE NO.
06/24/15		2965381-00
DATE	P.O. #	PAGE #
03/26/15	Titmus V3 11/4/14.	2

Attn: GEORGANN

**Ship To:**  
 SCH DIST OF INDIAN RIVER CNTY  
 6055 62ND AVE  
 BUILDING/MAINTENANCE DEPT  
 VERO BEACH, FL 32967

**Bill To:**  
 SCHL DIST OF INDIAN RIVER CNTY  
 1990 25TH ST  
 VERO BEACH, FL 32960

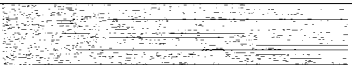
QUOTE PREPARED BY	PHONE	EMAIL
Adam Schultz	866-323-5465	aschultz@schoolhealth.com

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	HANOVER PARK WHSE	UPS GROUND		NET 30

LN	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QTY. UM	UNIT PRICE	PRICE UM	DISCOUNT MULTIPLIER	AMOUNT (NET)
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To receive an email with tracking information when your order has shipped, please provide your email address when placing your order. Help us also reduce paper usage and become more eco-friendly by providing your email address to send your invoices and order confirmations electronically. Thank you, for the opportunity to work with you and if you have any questions, please contact our Customer Care Department @ 866 323 - 5465.

Last Page

Signature:   
 President

**Approval to Enter Into Negotiations with Proctor Construction Co. for a New Classroom Building at Citrus Elementary - RFQ #2015-19 - Mr. Morrison**

The Facilities, Planning and Construction Department requested that a Request for Qualifications for Construction Management at Risk (CMAR) be promulgated for a new classroom building addition at Citrus Elementary. The scope of work is for the construction of an approximately 15,500 square foot classroom building and associated site work.

Advertisement soliciting professional qualifications and Letters of Interest from qualified vendors was published in the Vero Beach Press Journal on February 25, March 4 and 11<sup>th</sup>, notice was mailed to twenty-seven (27) firms in our vendor database and the RFQ notice was also posted on the Purchasing Department's website. Two (2) responses were received by the required date of March 18, 2015. The Evaluation Team reviewed the responses and interviewed both vendors on April 7, 2015 and recommends the following firms ranked in descending order:

Vendor	Total Points Awarded of Possible 225
Proctor Construction Co.	218
Summit Construction of Vero Beach	208

As per Florida Statutes Ch. 287.055 FS it is recommended that negotiations proceed with Proctor Construction Co.

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.

**2015-19 CMAR for New Classroom Building at Citrus Elementary**

**INTERVIEW TOTALS - Interviews held 04.07.15**

	References	Knowledge of Local Conditions	Proposed Project Staff and Functions	Insurance Program	Overall Approach and Methodology	Cost Control/Value Engineering	Scheduling This Project	Minority Participation	Litigation	Brian Bender	Pete Copeman	Beth Dunton for Jon Teske	Rick Huff	Scott Sanders	GRAND TOTAL	OVERALL RANKING
<b>Contractor</b>	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5							
<b>Summit</b>										43	41	42	40	42	218	1
<b>Proctor</b>										42	45	43	45	43	208	2

**INDIAN RIVER COUNTY SCHOOL BOARD  
TRUTH IN MILLAGE  
RECOMMENDED TIMETABLE FOR  
BOARD WORKSHOPS & PUBLIC HEARINGS  
FY 2015-2016**

*\*\*Note: TRIM timetable is based on the Property Appraiser certification of the tax roll on July 1<sup>st</sup>. If the Property Appraiser certifies the tax roll after July 1<sup>st</sup>, this timeline may need to be revised.*

<u>DATE</u>	<u>TIME</u>	<u>FORMAT</u>	<u>ACTIVITY</u>
May 26, 2015 (Tuesday)	1:00 PM	WORKSHOP	2014-15 Budget Priorities and review of the 2015/16 Final Legislative Conference Report
June 23, 2015 (Tuesday)	9:30 AM	WORKSHOP	Review 2015-16 Preliminary Budget and Millage Levy
June 23, 2015 (Tuesday)	1:00 PM	WORKSHOP	Review of the Five Year Capital Outlay Plan
July 1, 2015 (Wednesday)			Property Appraiser certifies Tax Roll no later than July 1 (Form DR-420S Certification of Taxable Value)
July 19, 2015 (Sunday)			Florida Department of Education computes required local effort (RLE) millage and certifies rate to each school district no later than July 19
July 23, 2015 (Thursday)	6:00 PM	BUSINESS MEETING	Superintendent submits a <i>proposed</i> budget to the School Board for approval prior to advertising. School Board approval to advertise the
July 25, 2015 (Saturday)			District staff publishes required tentative TRIM advertisements. <ul style="list-style-type: none"> <li>Ad must run no later than 29<sup>th</sup> day</li> <li>Ad must also include “to adopt” proposed millage of capital outlay with prioritized list of projects</li> </ul>
July 28, 2015 (Tuesday)	5:01 PM	PUBLIC HEARING	School Board tentatively adopts millage and budget at this tentative hearing. <ul style="list-style-type: none"> <li>Hearing must be held 2-5 days after advertisement runs in the newspaper</li> </ul>
August 3, 2015 (Monday)			District staff advises the Property Appraiser (by E-TRIM) and written notice to the Tax Collector’s Office of the proposed millage roll-back rate, and the time, date, and place of the final budget Hearing. (Certified DR-420S)
September 08, 2015 (Tuesday)	5:01 PM	PUBLIC HEARING	Special School Board meeting to approve the 2014-15 Annual Financial Report (AFR), approve to transmit the Program Cost Report, and to approve the Final Budget amendments of FY 2014-15 <ul style="list-style-type: none"> <li>This meeting must precede the Final Budget Hearing</li> </ul>

<b>September 9, 2015 (Wednesday)</b>			<p>District staff will forward the adopted millage resolution to Property Appraiser, Tax Collector, and the Department of Revenue.</p> <ul style="list-style-type: none"> <li>• This is required by the Department of Education and must be done</li> </ul>
<b>September 9, 2015 (Wednesday)</b>			<p>District staff will transmit/submit approved adopted budget, AFR, and Program Cost Report to Department of Education (DOE)</p> <ul style="list-style-type: none"> <li>• Legal due date to the DOE is September 11</li> </ul>
<b>October 08, 2015 (Tuesday)</b>			<p>District staff will certify TRIM Compliance to the Department of Revenue and Department of Education</p> <ul style="list-style-type: none"> <li>• This must be done within 30 days of budget adoption</li> </ul>



## ICT Agreement (“Agreement”)

Between The School Board of Indian River County, Florida (“ICT Academy”)  
and  
Certification Partners, LLC (“Certification Partners”)

This ICT Agreement (“Agreement”) is entered between Certification Partners, LLC, with its principal place of business at 1230 W Washington Street #201, Tempe, AZ 85281 and The School Board of Indian River County, Florida with its principal place of business at 1990 25<sup>th</sup> Street, Vero Beach, FL 32960.

### 1. GRANT OF COURSEWARE AND EXAMS

- ✓ All title and copyright in and to the Courseware, including supplemental materials, if any, whether in printed, audio-visual, digital or electronic media and exam certification is owned by Certification Partners and is protected by United States copyright laws and international treaties. Nothing in this Agreement or any transaction, representation or agreement can or will create in or for the School or its Students any rights in or to the Courseware.

### 2. TERMS AND CONDITIONS

- ✓ Certification Partners hereby appoints the Partner listed in Schedule 1 (“Partner”), as an ICT Academy having the right to administer low stakes certification exams (“Exams”) owned by Certification Partners, subject to the terms and conditions set forth in this Agreement and payment of fees set forth in Exhibit A. This appointment is non-exclusive. During the term of this agreement, the partner may purchase additional exams at the rates set forth in Exhibit A.
- ✓ **Qualified Location:** ICT Academy will provide a suitable location for taking Exams that is quiet, undisturbed, and conducive to successful Exam delivery, such as a classroom, a lab on a campus, or an instructor’s office.
- ✓ **Facilities and Equipment:** ICT Academy will provide computers for taking ICT exams as well as Internet access to the ICT Online website and sites referred to in the course material.
- ✓ **Security:** ICT Academy will provide suitable security in administering the Exams, including verifying ICT Exam candidate ID, and storing test documentation in a secure, locked place.
- ✓ **Proctor:** ICT Academy will administer exams only under the supervision of a person granted Proctor status by Certification Partners.
- ✓ **Fees:** Upon execution of this Agreement, and subject to the terms and condition set forth below and payment of fees set forth in Exhibit A, Certification Partners appoints the Partner as an ICT Academy at the site(s) listed on Schedule 1. This appointment is non-exclusive.
- ✓ **Teachers Guide:** Certification Partners hereby grants to School limited, non-exclusive, non-transferable right to use and reproduce in hard copy Certification Partners’ copyrighted Official ICT Curriculum (“Courseware”) for classroom instruction. Following execution of this Agreement, Courseware will be provided as a non-editable printable PDF downloadable file to be used at the site listed on Schedule 1. School may not modify or alter the Courseware in any manner, resell or distribute Courseware to any third party, or use it in any manner not explicitly authorized by this Agreement
- ✓ Certification Partners will supply Teachers Guides in an electronic format to teachers associated with the School District at no charge for the sole purpose of using the material as a guide to adopt into the teachers curriculum. The guides are not intended to provide training of its subject solely, but are used to incorporate the material and exercises to teach students in subjects similar to the subject class.

**3. TERM OF AGREEMENT**

- ✓ This Agreement is valid for one year from the date of final signature. Certification Partners may terminate this Agreement at any time if Partner breaches the terms and conditions. Upon expiration or termination of this Agreement, ICT ACAD and ICT status will terminate and Partner must cease administering ICT Exams.

**4. COPYRIGHTS AND OWNERSHIP**

- ✓ Certification Partners owns and shall retain all copyrights and other proprietary rights in and to the Exams and all parts thereof. Nothing in this Agreement or any transaction, representation or agreement can or will create in or for the ICT Academy any rights in the Exams or other proprietary materials of Certification Partners.
- ✓ Certification Partners shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorney's fees and court costs) incurred as a result of (i) infringement by Certification Partners of any third-party patent, copyright or trademark or (ii) misappropriation by Certification Partners of any third-party trade secret in connection with any of the foregoing. Certification Partners will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board, If Certification Partners uses any design, devise, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work,

**5. MISCELLANEOUS**

- ✓ This Agreement, including any exhibits and schedules, constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all other agreements between the parties, whether oral or written, with respect to such subject matter. It may not be amended or modified, or any provision waived, unless in writing signed by both parties. If any portion of this Agreement is held invalid or unenforceable, it will be deemed modified so as to make it valid and enforceable, consistent with the parties' manifest intentions, or if it cannot be so modified, will be deemed stricken, with the remaining portions of this Agreement in full force and effect. Partner may not assign its rights and obligations under this Agreement without the written consent of Certification Partners. This Agreement will be governed by the laws of the State of Florida.

**The School Board of Indian River County,  
Florida**

**Certification Partners, LLC**

\_\_\_\_\_  
*Authorized Signature*                      *Date*

\_\_\_\_\_  
*Authorized Signature*                      *Date*

\_\_\_\_\_  
*Print name*                                      *Title*

Glenn Cantrell                                      CFO  
*Print name*                                      *Title*

**Exhibit A**

Title	Quantity	Fee (US)
ICT Certification Exams	3,000	10.00 each
Teacher Guides	10	waived

- Additional exams may be purchased during the term of this agreement at the fees outlined above

**Schedule 1 - ICT CONTACT INFORMATION**

Name of School	School District of Indian River
Site Address	1990 25 <sup>th</sup> Street
City	Vero Beach
State/Province	FL
Zip	32960
Telephone	
Facsimile	
Training Site Contact	Deborah Long
Contact E-mail:	Deborah.Long@indianriverschools.org
School URL	

Name of School District	School District of Indian River
Billing Address	1990 25 <sup>th</sup> Street
City	Vero Beach
State/Province	FL
Zip	32960
Telephone	
Facsimile	
Contact	Deborah Long
Contact email	Deborah.Long@indianriverschools.org

\* Schools within Indian River School District may be added or removed during the term of this agreement

## Citrus Elementary School Cafeteria Expansion

The finishes are being installed on the inside and outside of the building. The brick veneer is complete, drywall is finished and painted, tile is being installed, the stage floor is in place, the kitchen equipment is being installed, the electrical and mechanical systems are being trimmed, and the parking lot is almost ready for asphalt. The new cafeteria tables have been ordered and the project is on schedule to be completed and ready for occupancy by August 2015.



## Administration Building

Underground utilities are nearly complete. The foundations have already been poured and the slab is formed and the slab is prepared and will be poured next week. The casting beds for the walls have been placed and wall panels are being formed to be poured immediately after the building slab. Once the panels cure, they will be erected and are scheduled to be vertical by May 10. The project is on schedule to be complete by November 2015.



SDIRC Administration Complex

Print #150325122  
Date: 03/25/15  
Lat/Lon: 27.698569 -80.459981  
Order No. 98332  
Aerial Photography, Inc. 954-568-0484



**Treasure Coast Elementary Parking**

The project is out to bid now. The recommendation for award will be taken to the Board for approval in May in preparation for construction to begin in June.

**Sebastian River High School Bus Compound**

The project is out to bid now. The recommendation for award will be taken to the Board for approval in May in preparation for construction to begin in June.

**Vero Beach High School Freshman Learning Center Chiller Replacement**

Equipment is still on order, but some preliminary preparation work has taken place in preparation for the arrival of the equipment.

**Beachland Drainage Improvements**

The project is out to bid now. The recommendation for award will be taken to the Board for approval in May in preparation for construction to begin in June.

**Districtwide Roofing Projects**

The engineer has visited every site and is preparing construction documents. Bids will be advertised in early summer for roof construction to begin mid summer. The project will continue into the school year, but will not produce any difficulties for the schools.

**Districtwide Security**

The districtwide security project continues as we acquire pricing for video cameras at the elementary schools and middle schools. Fencing is scheduled to be installed at Sebastian River Middle, Treasure Coast Elementary, and Glendale Elementary.

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