

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

Date: May 26, 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 Naval Junior ROTC under the Direction of James R. O’Neal, MGySgt. USMC (Ret)

- III. ADOPTION OF ORDERS OF THE DAY

- IV. PRESENTATIONS
 - A. **2014-2015 Recognition of the National School Bus Safety Week Poster Contest Winner – Mrs. Chesnut**
 - B. **State Science Fair Winners – Dr. Adams**
Recognition of the State Science Fair winners - Cynthia Falardeau, Executive Director of the Education Foundation of Indian River County.
 - C. **Recognition of Grant Funders for The Education Foundation of Indian River County – Dr. Adams**
Recognition of the grant funders for The Education Foundation of Indian River County - Cynthia Falardeau, Executive Director of The Education Foundation of Indian River County.
 - D. **Recognition of The Learning Alliance – Dr. Adams**

Added on 5/22/2015:

E. Recognition of Vero Beach High School's Superior Band Ratings – Dr. Adams

Recognition of the Superior Awards and the Florida Bandmaster's Association Otto Krashaar Awards received by Vero Beach High School's bands. Vero Beach High School was the only school in Florida to have three bands perform at the state level with all three bands receiving the top rating of "Superior." This is the 28th consecutive year for the band to receive Superior ratings at the State level and they have received 27 Florida Bandmasters Association Otto Krashaar Awards since 1988, which is the current Florida record.

V. CITIZEN INPUT

VI. CONSENT AGENDA

A. Approval of Minutes

1. Superintendent Employment Agreement Discussion held 5/5/2015.
2. Insurance Workshop held 5/5/2015.

Superintendent recommends approval.

B. Approval of Personnel Recommendations – Mr. Fritz

Attached is a list of personnel recommendations that includes personnel additions, terminations, and leave requests. Also included are reappointments of Instructional, Professional Technical, Confidential Managerial, and Administrative personnel for the 2015-2016 school year. The list of reappointments will be available prior to the School Board Meeting. Superintendent recommends approval.

C. Approval of Budget Amendment – Mr. Morrison

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

Amendment #3 – Capital Projects Fund

Superintendent recommends approval.

D. Approval of Donation – Mr. Morrison

Fellsmere Elementary School received a donation in the amount of \$3,000 from the Fellsmere Frog Leg Festival, Inc. The funds will be used for Art, Music, and PE at Fellsmere Elementary School. Superintendent recommends approval.

E. Approval of Student Leaving Indian River County to Brevard County for 2015-2016 – Mr. Rynberg

This is a request to attend school in Brevard County Schools for 2015-2016 school year. Parents work for Brevard School Board and are asking that their child attend the School where they are employed. Superintendent recommends approval.

F. Approval to amend Budget Workshop and Public Hearings dates calendar – Mr. Morrison

Due to the adjournment of the 2015/16 Regular Legislative Session and the subsequent scheduling of a Special Legislative Session to address unresolved statewide education budget issues during June 1-20, 2015, it has become necessary to amend the proposed calendar dates for public workshops on the 2015/2016 Proposed Tentative Budget and Millage Levy. All required calendar dates for public hearings as required by Florida Statute 200, Truth in Millage, remain unchanged. Superintendent recommends approval

VII. ACTION AGENDA

A. Approval to Amend the 2014-2015 Salary Schedules – Dr. Adams

Approval is requested to amend the 2014-2015 salary schedules for all non-bargaining positions, excluding Principals and Assistant Principals, to reflect a 2.00% salary increase retroactive to the first day of their regular 2014-15 contract. The total cost is to the general operating fund and is approximately \$193,123. Superintendent recommends approval.

B. Approval to Amend the 2015-2016 Salary Schedules – Dr. Adams

Approval is requested to amend the 2015-2016 salary schedules for all Principals and Assistant Principals to the recommended rates, as follows, to be effective on their first contract day of the 2015-16 school year:

Position	High School	Middle School	Elementary School
Principal	\$96,800	\$90,000	\$87,800
Assistant Principal	\$75,000	\$72,000	\$68,000

As approved by the School Board on August 26, 2014, one of the Superintendent’s goals is to develop a salary schedule for non-bargaining groups using a model that establishes fair and competitive wages. This item is to satisfy the requirements of this Board approved goal. The School Board currently has approved a salary schedule, pursuant to §1012.27(2) Florida Statutes that is based on a “step” model that establishes an employee’s subsequent year’s salary, based on the assumption of a movement of a step after a year of experience with the District. However, due to the budgetary crisis posed by the Great Recession, “steps” were frozen for all non-bargaining employees in addition to reductions in salary and contract days as measures to counter losses in funding in the statewide education budget. As a result of measures taken during this crisis, salaries for non-bargaining positions, including Principals and Assistant Principals, have become uncompetitive in the marketplace, as evidenced by comparative studies of like-size and contiguous districts to Indian River.

It is therefore requested that the salary schedules for Principals and Assistant Principals be amended to eliminate the “step” model and to establish a singular salary amount as recommended by the Superintendent to be effective on the first day of their 2015/16 contract. The estimated cost impact to the general fund for this group is approximately \$390,251. Superintendent recommends approval.

C. Approval of Naming of the Vero Beach High School Performing Arts Auditorium – Dr. Adams

Vero Beach High School’s Advisory Council is requesting approval to name the auditorium located in the VBHS Performing Arts Center, “The James M. Sammons Auditorium” in honor of Mr. James Sammons’ achievements as Director of Bands over the past 34 years.

Pursuant to School Board Policy 7250 – Commemoration of School Facilities – all requirements in this process were followed, including a majority vote of the name selection team that was comprised of the required members of the school, community, parents, and students. This action requires a super majority vote by the School Board. Superintendent recommends approval.

D. Approval of Revised and Restated Joint Fiber Optics Project Interlocal Agreement with the Indian River County and the City of Vero Beach – Mr. Morrison

The attached Interlocal Agreement is a revised and restated joint use agreement for the fiber optics network shared by the Consortium of the School Board of Indian River County, Indian River County, and the City of Vero Beach. The original Joint Fiber Optics Project Interlocal Agreement was entered into by the School Board on January 5, 2000, and has not been revised since that time. With the expansion of the network and with the growing complexities of fiber optics, it has become necessary to update the agreement. The agreement describes how ownership is established of the shared fibers, how expenses such as repairs, upgrades, and expansions are assessed to each consortium member, and other general matters of maintaining and administering the network. There will be no increase in cost from previous years. Superintendent recommends approval.

E. Approval to Award RFP #2015-21 to Kerns Construction & Property Management Corp. for Bus Parking at Sebastian River High School - Mr. Morrison

A Request for Proposal (RFP) was promulgated for bus parking at Sebastian River High School. The scope of work includes of construction of a new bus parking compound in the amount of \$174,694. The contract amount consists of the Contractor’s Base Bid in the amount of \$151,694 and an owner added contingency in the amount of \$13,000 that will only be used if directed by the District.

The insurance certificate will be obtained by the District and reviewed by the Risk Management Department prior to the vendor receiving their Notice to Proceed and/or the issuance of a purchase order. The Purchasing Department recommends award to Kerns Construction & Property Management Corp. as the lowest and best responsive and responsible bidder meeting specifications, terms, and conditions. Please see attached backup. Superintendent recommends approval.

F. Approval of Owner/Contractor Construction Agreement for Construction Services for Bus Parking at Sebastian River High School (SDIRC #2015-21) – Mr. Morrison

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Kerns Construction & Property Management Corp. for Construction Services for a Bus Parking Compound at Sebastian River High School (SDIRC #2015-21) in the amount of \$174,694.00. The scope of work includes the construction of a new bus parking compound at Sebastian River High School. The contract amount consists of the Contractor's base bid in the amount of \$161,694.00 and an owner added contingency in the amount of \$13,000.00 that includes all construction costs associated with this project. The contract amount does not include engineering fees, at an estimated amount of \$32,660.00, for an overall total project cost of \$207,354.00. Superintendent recommends approval.

G. Approval to Award RFP #2015-23 to Johnson-Davis, Inc., for Grading and Drainage Improvements at Beachland Elementary School - Mr. Morrison

A Request for Proposal (RFP) was promulgated for grading and drainage improvements at Beachland Elementary School. The scope of work includes all necessary demolition and site work associated with the improvements in the amount of \$101,000. The contract amount consists of the Contractor's Base Bid in the amount of \$95,000 and an owner added contingency in the amount of \$6,000 that will only be used if directed by the District. The insurance certificate will be obtained by the District and reviewed by the Risk Management Department prior to the vendor receiving their Notice to Proceed and/or the issuance of a purchase order. The Purchasing Department recommends award to Johnson-Davis, Inc., as the lowest and best responsive and responsible bidder meeting specifications, terms, and conditions. Please see attached backup. Superintendent recommends approval.

H. Approval of Owner/Contractor Construction Agreement for Construction Services for Drainage Improvements at Beachland Elementary School (SDIRC #2015-23) – Mr. Morrison

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Johnson-Davis, Inc., for Construction Services for Drainage Improvements at Beachland Elementary School (SDIRC #2015-23) in the amount of \$101,000.00. The scope of work includes all required demolition and site work associated with the necessary grading and drainage improvements on the campus at Beachland Elementary School. The contract amount consists of the Contractor's Base Bid in the amount of \$95,000.00 and an owner added contingency in the amount of \$6,000.00 that includes all construction costs associated with this project. The contract amount does not include engineering fees, at an estimated amount of \$45,803.00, for an overall total project cost of \$146,803.00. Superintendent recommends approval.

I. Approval to Award RFP #2015-22 to Cathco, Inc., for Parking Improvements at Treasure Coast Elementary School - Mr. Morrison

A Request for Proposal (RFP) was promulgated for parking improvements at Treasure Coast Elementary School. The scope of work includes additional parking and the extension of the parent pick-up/drop-off loop in the amount of \$273,752. The contract amount consists of the Contractor's Base Bid in the amount of \$260,817, Alternate #1 to re-stripe existing car stalls \$935, and an owner added contingency in the amount of \$12,000 that will only be used if directed by the District. The insurance certificate will be obtained by the District and reviewed by the Risk Management Department prior to the vendor receiving their Notice to Proceed and/or the issuance of a purchase order. The Purchasing Department recommends award to Cathco, Inc., as the best responsive and responsible bidders meeting specifications, terms, and conditions. Please see attached backup. Superintendent recommends approval.

J. Approval of Owner/Contractor Construction Agreement for Construction Services for Parking Improvements at Treasure Coast Elementary School (SDIRC #2015-22) – Mr. Morrison

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Cathco, Inc., for Construction Services for parking improvements at Treasure Coast Elementary School (SDIRC #2015-22) in the amount of \$273,752.00. The scope of work includes additional parking and extension of the parent pick-up/drop-off loop at Treasure Coast Elementary School. The contract amount consists of the Contractor's Base Bid in the amount of \$260,817.00, Alternate # 1 in the amount of \$935.00, and an owner added contingency in the amount of \$12,000.00 that includes all construction costs associated with this project.

The contract amount does not include engineering fees, at an estimated amount of \$23,800.00, for an overall total project cost of \$297,552.00. Superintendent recommends approval.

K. Approval to Award RFP #2015-24 to Kerns Construction & Property Management Corp. for Single Point of Entry at Gifford Middle School - Mr. Morrison

A Request for Proposal (RFP) was promulgated for a single point of entry at Gifford Middle School. The scope of work includes the installation of storefront doors, ornamental fencing, and all required structural work to establish a single point of entry for this campus in the amount of \$60,362. The contract amount consists of the Contractor's Base Bid in the amount of \$43,655, Alternate 1 in the amount of \$6,707 for door hardware, and an owner added contingency in the amount of \$10,000 that will only be used if directed by the District. The insurance certificate will be obtained by the District and reviewed by the Risk Management Department prior to the vendor receiving their Notice to Proceed and/or the issuance of a purchase order. The Purchasing Department recommends award to Kerns Construction & Property Management Corp. as the lowest and best responsive and responsible bidder meeting specifications, terms, and conditions. Please see attached backup. Superintendent recommends approval.

L. Approval of Owner/Contractor Construction Agreement for Construction Services for Single Point of Entry at Gifford Middle School (SDIRC #2015-24) – Mr. Morrison

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Kerns Construction & Property Management Corp., for Construction Services for the Single Point of Entry at Gifford Middle School (SDIRC #2015-24) in the amount of \$60,362.00. The scope of work includes the installation of storefront doors, ornamental fencing, and all required structural work to establish a single point of entry at Gifford Middle School. The contract amount consists of the Contractor's Base Bid in the amount of \$43,655.00, Alternate # 1 in the amount of \$6,707.00 and an owner added contingency in the amount of \$10,000.00 that includes all construction costs associated with this project. The contract amount does not include architect fees, at an estimated amount of \$7,750.00, for an overall total project cost of \$68,112.00. Superintendent recommends approval.

M. Approval of Release of Final Payment to Bill Bryant & Associates, Inc., for the Wabasso School Construction Services for New Classroom Portable (SDRIC #2015-09) – Mr. Morrison

Approval is recommended for release of Final Payment in the amount of \$23,770.99 to Bill Bryant & Associates, Inc., for the Wabasso School Construction Services for New Classroom Portable Project (SDRIC #2015-09). On January 13, 2015, the Board approved the Owner Contractor Construction Agreement (Lump Sum) for the Wabasso School Construction Services for New Classroom Portable Project in the amount of \$79,616.90 (\$72,379.00 Contractors Bid Price/\$7,237.90 Owner Added Contingency), with the final construction cost for this project totaling \$72,379.00. The unused balance of the Owner Added Contingency, in the amount of \$7,237.90, is a savings to the District. Final payment for this project is being brought to the Board for approval in accordance with Florida Statute 1013.50. Superintendent recommends approval.

N. Approval of Pre-Kindergarten to Kindergarten Transition Program, Summer Extension for July 2015 – Mr. Rynberg

The Education Foundation, in collaboration with the SDIRC (Title I and Pre-K programs), has received grant funds in the amount of \$109,000 from the John's Island Community Service League and Indian River Community Foundation, Consortium of Florida Education Foundations Matching Grant to provide additional instructional time for students who are participating in the June Treasure Coast Elementary and Title I Pre-K to Kindergarten Summer Transition program. These funds will be utilized to extend these Pre-K to Kindergarten Summer Transition programs for an additional 22 days in the month of July for up to 75 students who will be entering Kindergarten in August 2015. Superintendent recommends approval.

O. Approval of John's Island Foundation Grant for 5 Pre-K Classrooms for 2015-2016 – Mr. Rynberg

The Education Foundation, in collaboration with the Title I and Pre-K programs, has received a grant in the amount of \$36,819.68 from the John's Island Foundation. These funds will be utilized to purchase 7 SMART tables that will serve as additional instructional tools in supporting 5 Pre-K classrooms. This educational enhancement will benefit approximately 100 Pre-K students. Superintendent recommends approval.

P. Approval of Hosting Agreement and Software License Renewal with Renaissance Learning –Mr. Green

Renaissance Learning provides all District schools with the Accelerated Reader software application that promotes independent reading and increases comprehension skills. Attached is the license renewal covering the period beginning on 8/01/2015 and ending on 7/31/2016. Also attached is the original Application Hosting Agreement signed in 2010. The cost impact is \$64,457.00. Superintendent recommends approval.

Q. Approval of CrossPointe (TERMS) Software Maintenance Renewal – Mr. Green

CrossPointe LLC, provides the District with support and maintenance of the TERMS software applications suite. These applications include the District's Finance, Payroll, and Human Resources Information Systems. Attached is the yearly maintenance and support renewal covering the period beginning 7/1/2015 and ending 6/30/2016. Also attached is the Master License Agreement signed in 2005. The cost impact is \$126,300.00 that includes a decrease of \$44,487 over last year, due to cancelling support on the Student Information System. Superintendent recommends approval.

Added on 5/22/2015

R. Approval of Memorandum of Understanding with Indian River County Education Association – Dr. Fritz

On May 12, 2015, the School Board adopted the amended health insurance rates and structures. The adoption included a contingency that made the rates subject to negotiations with bargaining units. The District Negotiations Team has negotiated in good faith with IRCEA and the parties have tentatively agreed to a Memorandum of Understanding allowing for initial implementation of open enrollment. The MOU agrees to cessation of the Blue Choice 702 plan, co-pay amendments to the 5770 plan, and the addition of the new 5772 plan. The agreement also maintains current status quo rates and Board contributions until negotiations are complete. Superintendent recommends approval contingent on IRCEA ratification of the MOU.

VIII. SUPERINTENDENT'S REPORT

IX. DISCUSSION

X. SCHOOL BOARD MEMBER MATTERS – Chairman McCain

XI. INFORMATION AGENDA

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

Attached are the Financial Reports for the month ending March 31, 2015.

B. Charter School Financials – Mr. Morrison

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

C. 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 25th Street, Vero Beach, FL 32960, unless otherwise specified. Meetings may broadcast live on Comcast/Xfinity Ch. 28, AT&T Uverse Ch. 99, and the School District's website stream; and may be replayed on Tuesdays and Thursdays at the time of the original meeting. For a schedule, please visit the District's website at www.indianriverschools.org/iretv. The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

The District School Board of Indian River County met on May 5, 2015, at 3:30 p.m. The discussion was held in the Large Personnel Conference Room located in the School District Office at the J.A. Thompson Administrative Center located at 1990 25th Street, Vero Beach, Florida 32960. District School Board Members attending were: Chairman Matthew McCain, Vice Chairman Charles G. Searcy, and Board Members: Claudia Jiménez, and Shawn R. Frost. Suzanne D'Agresta, School Board Attorney, was also present. Dale Simchick, Board Member; and Dr. Frances J. Adams, Superintendent of Schools, were not present.

Discussion Session on New Superintendent's Employment Agreement Minutes

- I. Discussion was called to order by Chairman McCain.
- II. Purpose of the Discussion Session – Chairman McCain
Chairman McCain said that the purpose of the meeting was to review the changes proposed at the last discussion session in regard to the employment agreement and a new request from Dr. Rendell.
- III. Discussion – Chairman McCain
Chairman McCain detailed his the conversation with Dr. Rendell after the last discussion session with the Board. A draft of the contract was distributed by Mrs. D'Agresta to the Board. Mrs. D'Agresta reviewed all of the changes that included those proposed by the Board on April 28. Dr. Rendell was fine with the changes proposed by the School Board. He requested that the Board compensate \$1,662.05 for COBRA, family health insurance premium coverage. It was noted that he would be working for the School District for 17 days in June as a Consultant to ensure a smooth transition. After discussing the changes, the Board requested that the contract be placed on the May 12, 2015, Board Agenda for a vote.
- IV. Next Steps – Chairman McCain
A Board Member requested to invite Dr. Rendell to the May 12 Board Meeting, if possible.

With no further discussion, the session adjourned at approximately 3:42 p.m.

The District School Board of Indian River County met on May 5, 2015 at 4:00 p.m. The workshop was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 1990 25th 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.

Insurance Workshop Minutes

- I. Workshop was called to order by Chairman McCain.
- II. Purpose of the Workshop – Dr. Adams
Dr. Adams stated that there was new information to share with the Board. She turned the workshop over to Dr. Fritz.
- III. Insurance – Dr. Fritz
Dr. Fritz said that they would present information on health insurance for employees and proposed premium adjustments. Dr. Fritz introduced his staff and insurance consultants. The workshop topics included health insurance trends, insurance fund general information, insurance fund certification for Safe Harbor, financials, current insurance plans, insurance plan recommendations, rate trends, proposed insurance rates, rate increase impact on fund balance, and Health and Wellness Center update.

Insurance Plan Recommendations

- No rate premium changes to Medicare eligible retiree plan for the 2015-2016 plan year.
- No changes to the Blue Options 5774 plan for the 2015-2016 plan year.
- Reduce co-pays in the Blue Options 5770 plan for the 2015-2016 plan year.
- Add the Blue Options 5772 plan for the 2015-2016 plan year.
- Eliminate the Blue Choice 800 Plan for the 2015-2016 plan year.

Proposed Insurance Rates: % Increase

- Blue Options 5774 Plan: 0% increase for the 2015-2016 plan year.
- Blue Options 5772 Plan: New for the 2015-2016 plan year.
- Blue Options 5770 Plan: 14% increase for the 2015-2016 plan year.

Out of Pocket Co-Pays

Brown and Brown Insurance distributed a copy of the current and proposed in network and out of network deductibles and co-pays for in network benefits, office visits, hospital & outpatient facility use, diagnostics, out of pocket max, and out of network benefits. The figures for the Blue Choice 800 Plan that was recommended to be eliminated were not presented.

Proposed Insurance Rates: Cost Per Pay

Blue Options 5774 Plan	Current Cost Per Pay	Proposed Cost Per Pay
Current Board Contribution	\$208.50	\$208.50
Employee Only	\$6.00	\$6.00
Employee Spouse	\$146.00	\$146.00
Employee Child(ren)	\$139.00	\$139.00
Employee Family	\$187.50	\$187.50

New Blue Options 5772 Plan	Current Cost Per Pay	Proposed Cost Per Pay
Current Board Contribution		\$208.50
Employee Only		\$36.50
Employee Spouse		\$196.50
Employee Child(ren)		\$188.50
Employee Family		\$243.50

New Blue Options 5770 Plan	Current Cost Per Pay	Proposed Cost Per Pay
Current Board Contribution	\$208.50	\$208.50
Employee Only	\$37.50	\$72.00
Employee Spouse	\$198.00	\$255.50
Employee Child(ren)	\$190.00	\$246.00
Employee Family	\$245.50	\$309.50

IV. Discussion – Chairman McCain
 Board Members were given an opportunity ask questions and discuss the proposed plans. Dr. Fritz said that the proposal was required to be negotiated with both unions. He said that the overall increase in premiums was 14%.

V. Adjournment – Chairman McCain

With no further business, the workshop adjourned at approximately 5:56 p.m.

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CONSENT AGENDA 5/26/15

Personnel Recommendations

1. Instructional Changes
Rodriguez, Ana – Sebastian Elementary, rescind early DROP exit date, change DROP exit date to 7/31/19
2. Instructional Leaves
Douglas, Yvonne – Storm Grove Middle, 5/18/15-5/31/15
Lecher, Samantha – Fellsmere, 8/17/15-6/7/16
Whalen, Robert – Citrus, 8/17/15-6/7/16
Wiggins, Ellen – Oslo Middle, 5/4/15-5/11/15
Zamora, Brenda – Fellsmere, 8/17/15-6/7/16
3. Instructional Promotions
4. Instructional Transfers
5. Instructional Separations
Alexander, Marcia – Liberty Magnet, retirement, exiting DROP 6/9/15
Clough, Sarah – VBHS, resignation 6/9/15
Lugo, Jorge – SRHS, resignation 6/2/15
Mandigo, Patricia – VBHS, resignation 6/9/15
Smith, Lisa – Glendale, resignation 6/9/15
Thompson, Stacy – Pelican Island, retirement 5/15/15, pending FRS attestation
6. Instructional Employment
Potter, Jennifer – VBHS, Language Arts Teacher 5/27/15
7. Support Staff Changes
Lewis, Howard – Transportation, from Data Entry Clerk to Dispatcher 6/1/15
8. Support Staff Leaves
Latty, Valsett – Transportation, 5/18/15-5/27/15
Robinson, Arnetha – Transportation, 4/21/15-5/8/15
9. Support Staff Promotions
Viladrosa, Claudia – from Fellsmere Health Assistant I to VBE Secretary I 5/27/15
10. Support Staff Transfers
Avila, Julio – from Beachland Custodian to Dodgertown Custodian 5/26/15
11. Support Staff Separations
Alexander, Rhys – Student Services, termination during probationary period 5/15/15
Lindstadt, Kathryn – VBE, retirement 6/5/15, pending FRS attestation
Lindstadt, Louis – Transportation, retirement 6/5/15, pending FRS attestation
McMahon, Elizabeth – Finance, resignation 5/18/15

Swegles, Thomas – Citrus, retirement 6/5/15, pending FRS attestation

- 12. Support Staff Employment
Coulton, Martha – Transportation, Bus Driver 5/13/15
O'Brien, Joann – Transportation, Bus Driver 5/13/15
- 13. Administrative Separations
Goldstein, Kathleen – Osceola Magnet, resignation 6/30/15
- 14. Administrative Employment
- 15. Administrative Leaves
- 16. Approval of Placement in Instructional Substitute Pool
Cruz, Miguel - Technical Center for Career and Adult Education, Teacher, Security Guard Officer 5/27/15
Gilfort, Tara – Technical Center for Career and Adult Education, Substitute R.N. Clinical Instructor 5/27/15
Kavouras, Linda – Substitute Teacher 5/27/15
Menzo, Joan – Substitute Teacher 5/27/15
Tadrus, Fouad – Substitute Teacher 5/27/15
Williams, Frank – Substitute Teacher 5/27/15
- 17. Approval of Placement in Support Staff Substitute Pool
- 18. Attached is a revised job description for the position of Plant Supervisor – Technical. The only revision made is to the Pay Grade. It has been changed from P5 to P6.
- 19. The following employees are recommended for the 2014 Summer School Programs, pending reappointment for the 2015-2016 school year:

Title 1

Dodgertown

Health Assistant Deborah Burley

ESE Extended School Year

SRHS Health Assistant ~~Amanda Bermudez~~
Amanda Acker

All Summer Programs

Substitute Teacher Elizabeth Testa

- 20. Attached is a revised job description. The title of the position has been changed from Transportation Computer Technician to Transportation Routing Manager. The job responsibilities have been revised to reflect current job responsibilities.

21. Attached are reappointments of Instructional, Professional Technical, Confidential Managerial and Administrative personnel for the 2015-2016 school year.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

PLANT SUPERVISOR - TECHNICAL

JOB DESCRIPTION

QUALIFICATIONS:

- (1) High school or vocational school diploma or equivalent.
- (2) Seven (7) years experience in area of specialty including five (5) years at a supervisory level.
- (3) Valid Florida driver's license.
- (4) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

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

REPORTS TO:

Director of Physical Plant

JOB GOAL

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

SUPERVISES:

Assigned Personnel

PERFORMANCE RESPONSIBILITIES:

Service Delivery

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

PLANT SUPERVISOR-TECHNICAL (Continued)

- * (9) Interpret construction drawings and lay out work.
- * (10) Maintain time and material records, recommend preventive maintenance schedules.
- * (11) Order material and assure an adequate flow of supplies to the worksite.
- * (12) Coordinate work with other departments and the schools.
- * (13) Demonstrate initiative in the performance of assigned responsibilities.

Inter/Intra-Agency Communication and Delivery

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

Professional Growth and Improvement

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

Systemic Functions

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

Leadership and Strategic Orientation

- * (38) Maintain confidentiality regarding school/workplace matters.
- * (39) Model and maintain high ethical standards.
- * (40) Provide leadership and direction for assigned areas of responsibility.

PLANT SUPERVISOR-TECHNICAL (Continued)

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

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

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

Job Description Supplement 11

TERMS OF EMPLOYMENT:

Professional Technical Pay Grade ~~P5~~**P6** 250 days worked per year (12 months)

EVALUATION:

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

TRANSPORTATION COMPUTER TECHNICIAN TRANSPORTATION ROUTING MANAGER

JOB DESCRIPTION

QUALIFICATIONS:

- (1) High school diploma or equivalent.
- (2) Experience in a public or school transportation dispatch office, with routing experience.
- (3) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to use computer systems and software applications. Thorough knowledge of routing software. Extensive knowledge of area roadways and surface streets. Excellent communication and customer service skills. Ability to communicate orally and in writing. Knowledge of finance and budgeting as related to the transportation department. Knowledge of the Florida Education Finance Program (FEFP). Ability to draft correspondence, reports and memoranda. Ability to compile data for reports.

REPORTS TO:

Director of Transportation

JOB GOAL

To provide efficient and professional services to the transportation department including, but not limited to, routing, technology support, budgeting functions and FEFP reporting.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- ~~*(1) — Oversee all aspects of the computerized routing system, the field trip assignment system, the Global Positioning System (GPS) and bus digital camera system. Directs and oversees drivers on assigned routes on a daily basis.~~
- * (2) Input and maintain accurate student data.
- * (3) Operate and interpret bus routing software.
- * (4) Plan and recommend safe and efficient bus routes and stops.
- * (5) Maintain accurate maps and route information.
- * (6) Make recommendations for consolidation of routes to improve efficiency.
- * (7) Prepare routes and stops for Board approval and media distribution including the annual Back-to-School route ad for the Press Journal.
- * (8) Answer phones and handle parental and school requests and complaints.
- * (9) Assist Transportation Director as needed.

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Board Approved: 4/25/06
Revision Board approved 8/08/06-00/00/15
Revised: 07/28/09-03/11/15

TRANSPORTATION COMPUTER TECHNICIAN (Continued)

- ~~*(10) Assist with performance evaluations.~~
- *(11) Assign regular education students and exceptional education students to the appropriate buses.
- *(12) Assist staff with the use of transportation software.
- ~~*(13) Maintain all department computer hardware.~~
- ~~*(14) Plan, prepare and conduct on-site in-service and technical instruction for software and hardware including, but not limited to Edulog. Make programming changes as necessary.~~
- *(15) Maintain a current file on all IEP cover pages for student's requiring special needs bus transportation.
- *(16) Compile, complete and submit State Reports i.e., ~~Fire Drill Reports~~, FEFP, Railroad Crossing Reports, Transportation Statistics Report for the Quality Links state publication, etc. ~~Is the point person on the routing team for these reports.~~
- *(17) Re-district minority student placement.
- *(18) Maintain files as required.
- *(19) Provide data maps for any District level project including providing all student statistics for school re-districting projects.
- ~~*(20) Prepare state reports including FEFP under the direction of the Director of Transportation.~~
- *(21) Develop and maintain School District mileage table for use by all district employees for mileage traveled.
- ~~*(22) Maintain inventory and complete property control reports.~~
- ~~*(23) Work on the Department of Motor Vehicle reports through the Northwest Data Service to run full monthly DMV reports of all District drivers as well as add or delete drivers to the DMV data base.~~
- ~~*(24) Plan and conduct in-service training for drivers and department personnel.~~
- *(25) Plan and conduct workshops and in-service training including back to school orientation for drivers and back to school orientation for all ESE Department Resource Specialists.
- *(26) Draft memos and correspondence.
- ~~*(27) Oversee the facilities budget under the supervision of the Director of Transportation.~~
- *(28) Perform clerical functions as assigned.
- *(29) Demonstrate initiative in the performance of assigned duties.
- ~~*(30) Open Transportation building each morning for driver access.~~
- ~~*(31) Gather all drivers' keys from outside lock box and hang on key board in dispatch office for driver pick-up.~~
- *(32) Answer all phones and cover radio for dispatcher when needed, until he/she arrives at work.
- ~~*(33) Run route sheets for sub drivers.~~
- ~~*(34) Retrieve all call-outs on phone line for employees who are calling out for the day. Run necessary route sheets for routes that will need to be covered by Subs for any drivers or assistants calling out.~~
- *(35) Works with the Finance Department to report Charter School routing.
- *(36) Participates on the emergency management/hurricane team for the Transportation Department.
- *(37) Attends state audits of the Transportation Department.

Employee Qualities/Responsibilities

TRANSPORTATION COMPUTER TECHNICIAN (Continued)

- *(38) Meet and deal effectively with the general public, staff members, administrators and other contact persons using tact and good judgment.
- *(39) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- *(40) Ensure adherence to good safety standards.
- *(41) Maintain confidentiality regarding school/workplace matters.
- *(42) Model and maintain high ethical standards.
- *(43) Maintain expertise in assigned area to fulfill position goals and objectives.
- *(44) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

Inter/Intra-Agency Communication and Delivery

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

System Support

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

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

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

Job Description Supplement 05

TERMS OF EMPLOYMENT:

Professional Technical Pay Grade P3 244 days worked per year (12 months)

EVALUATION:

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

Fiscal Year	Facility	Last Name	First Name	Job Title Description	Contract Type	Recommendation
2015	0021	ADAMS	JENNIFER	TEACHER SOCIAL STUDIES SR HIGH	AC	AC
2015	0021	ADAMS	VANESSA	TEACHER EXCEPTIONAL ED - VE	PRB	AC
2015	0021	BLUME	BETHANY	GUIDANCE SENIOR HIGH	AC	AC
2015	0021	COONCE	AMY	TEACHER ART SENIOR HIGH	PRB	AC
2015	0021	DONEY-MCGIRR	HEATHER	TEACHER EXCEPTIONAL ED - VE	PRB	AC
2015	0021	HARRIS	DEMARCUS	TEACHER PHYSICAL EDUCATION, SR	AC	AC
2015	0021	LEKAKES	ANASTASIA	TEACHER LANGUAGE ARTS SR HIGH	PRB	AC
2015	0021	LITTLES - ROLLE	NENA	TEACHER LANGUAGE ARTS SR HIGH	PRB	AC
2015	0021	RISKIN	ROBERT	TEACHER MATH SR HIGH	PRB	AC
2015	0021	STONECIPHER	JAZMINE	TEACHER SCIENCE SENIOR HIGH	PRB	AC
2015	0021	WILEY	KRISTIN	TEACHER LANGUAGE ARTS SR HIGH	PRB	AC
2015	0021	ZAKARIAN	JACKIE	TEACHER SCIENCE SENIOR HIGH	AC	AC
2015	0031	ACEVEDO	HERMINIO	TEACHER FOREIGN LANGUAGE, SR H	AC	AC
2015	0031	ADAMS	CARRIE	TEACHER LANGUAGE ARTS SR HIGH	AC	AC
2015	0031	ADAMS	STEPHEN	TEACHER SCIENCE SENIOR HIGH	AC	AC
2015	0031	ADAMSKI	MARY	TEACHER ART SENIOR HIGH	AC	AC
2015	0031	ASHCROFT	KRISTIN	TEACHER FOREIGN LANGUAGE, SR H	PRB	AC
2015	0031	BAILEY	KAREN	TEACHER MATH SR HIGH	PRB	AC
2015	0031	BOWES	JAMES	TEACHER SOCIAL STUDIES SR HIGH	PRB	AC
2015	0031	BUSH	JEFFREY	TEACHER TECHNOLOGY EDUCATION	PRB	AC
2015	0031	BYRD	STEPHEN	TEACHER EXCEPTIONAL ED - VE	PRB	AC
2015	0031	DICKENS	DANIEL	TEACHER MATH SR HIGH	AC	AC
2015	0031	FONEHOUSE	CHRISTOPHER	TEACHER SOCIAL STUDIES SR HIGH	PRB	AC
2015	0031	FOSMOEN	LISA	TEACHER LANGUAGE ARTS SR HIGH	PRB	AC
2015	0031	GOFF	JEFFREY	TEACHER DROPOUT PREVENTION SR	PRB	AC
2015	0031	GONZALEZ	JUANA	TEACHER FOREIGN LANGUAGE, SR H	PRB	AC
2015	0031	GOUGE	EMILY	TEACHER SCIENCE SENIOR HIGH	PRB	AC
2015	0031	JANKOWSKI	LEONARD	ATHLETIC DIRECTOR	AC	AC
2015	0031	JOHNSON	MICHAEL	TEACHER SOCIAL STUDIES SR HIGH	PRB	AC
2015	0031	LESLIE	ROBERT	TEACHER SOCIAL STUDIES SR HIGH	AC	AC
2015	0031	LUGO	MEGAN	GUIDANCE SENIOR HIGH	AC	AC
2015	0031	MARTIN	JOHN	TEACHER SCIENCE SENIOR HIGH	AC	AC
2015	0031	MOSBLECH	NICOLE	TEACHER SCIENCE SENIOR HIGH	AC	AC

Fiscal Year	Facility	Last Name	First Name	Job Title Description	Contract Type	Recommendation
2015	0031	PETERSON	JOANNA	TEACHER TECHNOLOGY EDUCATION	PRB	AC
2015	0031	RUBIO	MARTHA	TEACHER READING, SENIOR HIGH	PRB	AC
2015	0031	VOGEL	DANIELLE	TEACHER LANGUAGE ARTS SR HIGH	PRB	AC
2015	0031	WOOD	HOLLY	TEACHER LANGUAGE ARTS SR HIGH	AC	AC
2015	0031	WOOD	ROBERT	TEACHER TECHNOLOGY EDUCATION	AC	AC
2015	0031	ZOLLER	MICHAEL	ROTC INSTRUCTOR	AC	AC
2015	0032	MITCHELL	TRACY	TEACHER ADULT EDUCATION	AC	AC
2015	0032	NELSON	KRISTEN	TEACHER ADULT EDUCATION	AC	AC
2015	0032	NELSON	KRISTEN	CAREER SPECIALIST	AC	AC
2015	0032	NUTTALL	JACQUELYN	TEACHER ADULT EDUCATION	PRB	AC
2015	0032	PLESS	CYNTHIA	TEACHER ADULT EDUCATION	PRB	AC
2015	0032	STASZEWSKI	ANN	TEACHER HEALTH OCCUPATIONS	AC	AC
2015	0032	THRELKELD	LUCY	TEACHER ADULT EDUCATION	PRB	AC
2015	0033	CANEVARI	PATTI	TEACHER PHYSICAL EDUCATION, SR	PRB	AC
2015	0033	NELSON-SODERMA	ANGELIQUE	TEACHER MATH SR HIGH	AC	AC
2015	0033	SHANK	DAVID	TEACHER DROPOUT PREVENTION SR	AC	AC
2015	0033	WILSON	KATHLEEN	TEACHER EXCEPTIONAL ED - VE	AC	AC
2015	0041	CHAVERS	MARY	TEACHER GRADE 1	AC	AC
2015	0041	ERN	NATALIE	TEACHER EXCEPTIONAL ED - VE	AC	AC
2015	0041	NESPER	MEGAN	TEACHER GRADE 1	AC	AC
2015	0041	STADNICK	GAIL	TEACHER GRADE 5	AC	AC
2015	0041	STRANZIN	MEGAN	TEACHER GRADE 1	AC	AC
2015	0041	WOODSON	ANDREA	TEACHER EXCEPTIONAL EDUCATION	AC	AC
2015	0041	ZEHR	LINDSAY	TEACHER GRADE 1	AC	AC
2015	0051	BIRNHOLZ	JILL	TEACHER GRADE 3	PRB	AC
2015	0051	MASHIOTTA	BRENDA	TEACHER GRADE 1	PRB	AC
2015	0051	OBERLINK	KEVIN	TEACHER GRADE 3	AC	AC
2015	0051	OSOWSKI	JILL	TEACHER GRADE 3	PRB	AC
2015	0061	BRAUSAM	JULIE	TEACHER EXCEPTIONAL ED GIFTED	PRB	AC
2015	0061	BYERS	SUMMER	TEACHER EXCEPTIONAL ED - VE	AC	AC
2015	0061	GABBARD	JENNIFER	READING COACH, ELEMENTARY	AC	AC
2015	0061	INGRAM	MARGARET	TEACHER GRADE 4	AC	AC
2015	0061	KEELER	JENNIFER	TEACHER GRADE 3	AC	AC

Fiscal Year	Facility	Last Name	First Name	Job Title Description	Contract Type	Recommendation
2015	0061	MCDONOUGH	FRANCES	TEACHER GRADE 2	AC	AC
2015	0061	PITZ	MARGARET	TEACHER EXCEPTIONAL ED - VE	AC	AC
2015	0061	ROBINET	VALAINE	TEACHER GRADE 2	PRB	AC
2015	0061	STAWARA	MICHELLE	TEACHER GRADE 1	AC	AC
2015	0061	THOMAS	ERICA	TEACHER GRADE 3	PRB	AC
2015	0081	ALEXANDER	JAMES	TEACHER MUSIC MIDDLE	AC	AC
2015	0081	DEMETER	NANCY	TEACHER MATH MIDDLE	AC	AC
2015	0081	ELLIS	MAXY	TEACHER READING MIDDLE	PRB	AC
2015	0081	FERRARO	IVONNE	GUIDANCE MIDDLE SCHOOL	PRB	AC
2015	0081	JULIN	BONNIE	TEACHER READING MIDDLE	AC	AC
2015	0081	KASTNER	AMANDA	BAND DIRECTOR - MIDDLE	PRB	AC
2015	0081	KRAMEK	HOPE	TEACHER MATH MIDDLE	PRB	AC
2015	0081	LAWSON	SUZANNA	TEACHER MATH MIDDLE	PRB	AC
2015	0081	MARTIN	MICHAEL	TEACHER SOCIAL STUDIES MIDDLE	AC	AC
2015	0081	PERRINO	SUSANNE	TEACHER MATH MIDDLE	AC	AC
2015	0081	REYNOLDS	ELIZABETH	TEACHER LANGUAGE ARTS MIDDLE	PRB	AC
2015	0081	RICHARDSON	VERONICA	TEACHER SCIENCE MIDDLE	AC	AC
2015	0081	ROBB	JILL	TEACHER EXCEPTIONAL EDUCATION	AC	AC
2015	0081	TAYLOR	CAROL	TEACHER READING MIDDLE	PRB	AC
2015	0081	VANDYKE	HEATHER	TEACHER READING MIDDLE	AC	AC
2015	0081	VILARDI	REBECCA	TEACHER LANGUAGE ARTS MIDDLE	PRB	AC
2015	0101	BANGERT	ASHLEY	TEACHER GRADE 5	PRB	AC
2015	0101	CARLSEN	TIFFANY	TEACHER GRADE 4	AC	AC
2015	0101	CULBRETH	KRISTIN	TEACHER GRADE 3	PRB	AC
2015	0101	CUMMINGS	CHRISTOPHER	TEACHER GRADE 3	AC	AC
2015	0101	DE LA HOZ	NANCY	TEACHER TITLE 1 RESOURCE	PRB	AC
2015	0101	DIMATTEO	EMILY	TEACHER PHYSICAL EDUCATION ELE	AC	AC
2015	0101	EMBREY	KAITLIN	TEACHER GRADE 5	PRB	AC
2015	0101	FARLESS	CATHERINE	TEACHER KINDERGARTEN	PRB	AC
2015	0101	GILLEN	SHANNON	TEACHER PHYSICAL EDUCATION ELE	AC	AC
2015	0101	HABER	EDWARD	TEACHER GRADE 5	PRB	AC
2015	0101	HINES	HANNAH	TEACHER GRADE 1	PRB	AC
2015	0101	HOUSE	TESSA	TEACHER GRADE 1	PRB	AC

Fiscal Year	Facility	Last Name	First Name	Job Title Description	Contract Type	Recommendation
2015	0101	LECHER	SAMANTHA	MATH COACH	PRB	AC
2015	0101	MARSIGLIA	LILLIAN	TEACHER GRADE 1	ACS	AC
2015	0101	MEJIA	KELLI	TEACHER GRADE 3	AC	AC
2015	0101	NEELY	LAUREN	TEACHER EXCEPTIONAL ED - VE	PRB	AC
2015	0101	OLSON	JULIE	TEACHER GRADE 4	PRB	AC
2015	0101	SHAW	PATRICIA	READING COACH, ELEMENTARY	AC	AC
2015	0101	SHEEHAN	ALYSSA	TEACHER EXCEPTIONAL ED - VE	PRB	AC
2015	0101	TEEL	EMILY	TEACHER GRADE 5	PRB	AC
2015	0101	TESSIER	NICOLE	TEACHER KINDERGARTEN	AC	AC
2015	0101	VETTER	PATRICIA	TEACHER GRADE 1	PRB	AC
2015	0101	WHITNEY	CRYSTAL	TEACHER GRADE 3	PRB	AC
2015	0101	WICKHAM	DENISE	TEACHER GRADE 4	AC	AC
2015	0101	WOODS	FAITH	TEACHER GRADE 3	PRB	AC
2015	0101	ZAMORA	BRENDA	TEACHER GRADE 2	AC	AC
2015	0101	ZENDEJAS	ALEJANDRA	TEACHER KINDERGARTEN	PRB	AC
2015	0101	ZUTHER	MONA	TEACHER GRADE 2	PRB	AC
2015	0121	BROOMELL	KARI	TEACHER GRADE 5	AC	AC
2015	0121	DEAQUAIR	REBECCA	TEACHER EXCEPTIONAL ED AUTISM	AC	AC
2015	0121	GOOD	KELLY	READING COACH, ELEMENTARY	AC	AC
2015	0121	HUDSON	AUDESTINE	TEACHER GRADE 5	AC	AC
2015	0121	KIRK	JESSICA	TEACHER KINDERGARTEN	PRB	AC
2015	0121	KLEIN	SHARON	TEACHER TITLE 1 RESOURCE	AC	AC
2015	0121	LOTT	DIANE	TEACHER EXCEPTIONAL ED PK HDC	AC	AC
2015	0121	LUNA	SOCORRO	TEACHER GRADE 2	AC	AC
2015	0121	SHAW	CHANTAL	TEACHER GRADE 1	PRB	AC
2015	0121	SINDONE	KARI	TEACHER KINDERGARTEN	AC	AC
2015	0121	ST PETERY	SHERRY	TEACHER MUSIC ELEMENTARY	PRB	AC
2015	0121	WEBER	TAYLOR	TEACHER GRADE 2	AC	AC
2015	0121	WHELAN	KELSEY	TEACHER GRADE 2	AC	AC
2015	0131	BRUNICARDI	CATHY	TEACHER EXCEPTIONAL ED - VE	PRB	AC
2015	0131	GUARAGNA	GERALDINE	TEACHER EXCEPTIONAL ED - VE	AC	AC
2015	0131	HANLEY	EUGENE	TEACHER EXCEPTIONAL ED - VE	AC	AC
2015	0131	MCFARLANE	TARA	TEACHER EXCEPTIONAL ED - VE	PRB	AC

Fiscal Year	Facility	Last Name	First Name	Job Title Description	Contract Type	Recommendation
2015	0131	ROWE	KELLEY	TEACHER EXCEPTIONAL ED - VE	AC	AC
2015	0141	BEVAN	DEBORAH	TEACHER GRADE 1	AC	AC
2015	0141	BROXTON	JAMES	TEACHER PHYSICAL EDUCATION ELE	AC	AC
2015	0141	DECOSA	LISA	TEACHER EXCEPTIONAL ED - VE	AC	AC
2015	0141	DUNDERDALE	MICHELLE	TEACHER GRADE 2	AC	AC
2015	0141	ELLIS	KATHERINE	TEACHER GRADE 3	PRB	AC
2015	0141	FITZGERALD	KELLY	TEACHER KINDERGARTEN	AC	AC
2015	0141	HENDERSON	TRACI	TEACHER EXCEPTIONAL ED AUTISM	PRB	AC
2015	0141	JENKINS	CARISA	TEACHER GRADE 3	AC	AC
2015	0141	KOPPELMAN	RENE	TEACHER GRADE 4	AC	AC
2015	0141	MARINE	DIANE	SPEECH & LANGUAGE PATHOLOGIST	PRB	AC
2015	0141	MATHENY	LYNDSEY	TEACHER GRADE 2	AC	AC
2015	0141	MCDONOUGH	CYNTHIA	TEACHER GRADE 2	PRB	AC
2015	0141	MCLAUGHLIN	JASON	TEACHER EXCEPTIONAL ED - VE	PRB	AC
2015	0141	MCVEE	KRISTEN	TEACHER GRADE 1	AC	AC
2015	0141	O'CONNELL	MICHELLE	TEACHER GRADE 5	AC	AC
2015	0141	PARTLOW	JOHN	TEACHER GRADE 2	PRB	AC
2015	0141	RAILTON	TAMMY	TEACHER EXCEPTIONAL ED AUTISM	AC	AC
2015	0141	RONDEAU	JOANN	TEACHER TITLE 1 RESOURCE	AC	AC
2015	0141	SAVOIE GUERRA	VALERIE	TEACHER GRADE 2	PRB	AC
2015	0151	BOHEN	MARY	TEACHER GRADE 3	PRB	AC
2015	0151	CANTLON	JESSICA	TEACHER GRADE 3	AC	AC
2015	0151	GANGER	MARGARET	LIBRARIAN/MEDIA SPEC ELEM	PRB	AC
2015	0151	GEARY	JESSICA	TEACHER EXCEPTIONAL ED PK HDC	AC	AC
2015	0151	GERMANO	CHRISTINA	TEACHER GRADE 1	AC	AC
2015	0151	GREEN	GAYLE	TEACHER GRADE 2	AC	AC
2015	0151	HALLONQUIST	LYNNETTE	TEACHER GRADE 3	PRB	AC
2015	0151	HORTON	MICHELE	TEACHER GRADE 4	AC	AC
2015	0151	IACONO	DEBORAH	TEACHER PRE-K	AC	AC
2015	0151	KEYSER	ANN	READING COACH, ELEMENTARY	AC	AC
2015	0151	LINDGREN	CHRISTINA	TEACHER KINDERGARTEN	PRB	AC
2015	0151	MATHENY	RON	TEACHER PHYSICAL EDUCATION ELE	AC	AC
2015	0151	PIANELLI	KRISTIN	TEACHER GRADE 5	AC	AC

Fiscal Year	Facility	Last Name	First Name	Job Title Description	Contract Type	Recommendation
2015	0151	PINHO	ASHLEY	TEACHER EXCEPTIONAL ED PK HDC	AC	AC
2015	0151	SLOAN	ALEXANDRA	TEACHER GRADE 4	PRB	AC
2015	0151	SWANIGAN	DENISE	MATH COACH	AC	AC
2015	0151	WOOD	KATHLEEN	TEACHER GRADE 3	PRB	AC
2015	0151	WOODALL	KATHRYN	TEACHER TITLE 1 RESOURCE	AC	AC
2015	0161	ARENDELL	LAUREL	TEACHER GRADE 4	PRB	AC
2015	0161	AUGENSTEIN	STEPHANY	TEACHER GRADE 1	PRB	AC
2015	0161	BECHTEL	MELANIE	TEACHER GRADE 4	PRB	AC
2015	0161	BERWICK	CARI	TEACHER GRADE 2	AC	AC
2015	0161	BLANCHET	ARTHUR	TEACHER TITLE 1 RESOURCE	PRB	AC
2015	0161	COLON	ANITA	TEACHER GRADE 2	PRB	AC
2015	0161	DAVIS	LEIGH ANNE	TEACHER GRADE 5	AC	AC
2015	0161	FREDRICKSON	SUSAN	TEACHER TITLE 1 RESOURCE	PRB	AC
2015	0161	HILTON	JANE	TEACHER EXCEPTIONAL ED - VE	PRB	AC
2015	0161	KEELEY	SHARON	TEACHER GRADE 2	AC	AC
2015	0161	LASKY	KIMBERLY	TEACHER EXCEPTIONAL ED PK HDC	AC	AC
2015	0161	LIBBY	AMANDA	TEACHER KINDERGARTEN	PRB	AC
2015	0161	MAREK	PATRICIA	TEACHER EXCEPTIONAL ED PK HDC	PRB	AC
2015	0161	MASTERSON	JENA	TEACHER GRADE 2	PRB	AC
2015	0161	POPLAR	AMY	TEACHER EXCEPTIONAL ED - VE	AC	AC
2015	0161	RIDDICK	JENNIFER	TEACHER GRADE 3	AC	AC
2015	0161	SINGEWALD	JESSICA	TEACHER KINDERGARTEN	ACS	AC
2015	0161	SITKOWSKI	MARY ANNE	TEACHER GRADE 1	AC	AC
2015	0161	SMITH	ANNE	TEACHER KINDERGARTEN	PRB	AC
2015	0161	SWINK	CHRISTINE	TEACHER GRADE 4	PRB	AC
2015	0161	TREVISOL	JEFF	TEACHER GRADE 3	PRB	AC
2015	0161	VILADROSA	JEANETTE	TEACHER GRADE 4	PRB	AC
2015	0161	WELLMAKER	KEVIN	TEACHER MUSIC ELEMENTARY	PRB	AC
2015	0161	ZISSEL	ANGELA	TEACHER GRADE 4	PRB	AC
2015	0171	AUGER	KIM	TEACHER MATH MIDDLE	PRB	AC
2015	0171	CAMPIONE	FRANK	TEACHER LANGUAGE ARTS MIDDLE	PRB	AC
2015	0171	FAILLA	TIMOTHY	TEACHER SOCIAL STUDIES MIDDLE	AC	AC
2015	0171	GREENWAY	BROOKS	TEACHER PHYSICAL EDUCATION MID	AC	AC

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2015	0171	HERGOTT	JORDANA	TEACHER MATH MIDDLE	AC	AC
2015	0171	KINKLE	ETHAN	TEACHER MUSIC MIDDLE	AC	AC
2015	0171	OGILVIE	JACQUELYN	TEACHER READING MIDDLE	AC	AC
2015	0171	ROJAS	JUAN	TEACHER FOREIGN LANGUAGE, MIDD	AC	AC
2015	0171	ROMPOT	KASEY	TEACHER EXCEPTIONAL ED - VE	PRB	AC
2015	0171	SLEEPER	MELISSA	TEACHER SCIENCE MIDDLE	AC	AC
2015	0171	TAGLIONE	MARIE	GUIDANCE MIDDLE SCHOOL	PRB	AC
2015	0171	VAUSE	AMANDA	TEACHER LANGUAGE ARTS MIDDLE	AC	AC
2015	0171	WHITE	ANNEMARIE	TEACHER SOCIAL STUDIES MIDDLE	AC	AC
2015	0171	YORK	ERIN	TEACHER READING MIDDLE	AC	AC
2015	0191	AVERS	AMBER	TEACHER GRADE 3	PRB	AC
2015	0191	BARTH	ELIZABETH	TEACHER GRADE 2	PRB	AC
2015	0191	BOGGAN	TREVA	TEACHER EXCEPTIONAL ED - VE	AC	AC
2015	0191	CARTER	MELISSA	TEACHER ART ELEMENTARY	PRB	AC
2015	0191	COLON	ANITA	TEACHER GRADE 1	PRB	AC
2015	0191	ESSIG	PAULA	TEACHER PHYSICAL EDUCATION ELE	AC	AC
2015	0191	GAUGHRAN	LESLIE	SPEECH & LANGUAGE PATHOLOGIST	PRB	AC
2015	0191	STONOM	LEA	TEACHER GRADE 3	AC	AC
2015	0191	VEGA - RODRIGUEZ	SUHEIL	TEACHER GRADE 1	PRB	AC
2015	191	VITO	JOYCE	TEACHER GRADE 4	PRB	AC
2015	0201	ALEXANDER	CARRIE	TEACHER GRADE 3	PRB	AC
2015	0201	BARRIE	EMILY	TEACHER KINDERGARTEN	PRB	AC
2015	0201	BORENGASSER	TESS	TEACHER GRADE 2	PRB	AC
2015	0201	BROOKER	ROBERT	TEACHER GRADE 4	PRB	AC
2015	0201	BROWN	JILL	TEACHER KINDERGARTEN	PRB	AC
2015	0201	CLEM	STACY	TEACHER GRADE 3	PRB	AC
2015	0201	COREY	JENNIFER	TEACHER GRADE 3	PRB	AC
2015	0201	DAVIS	KERRIE	TEACHER GRADE 5	AC	AC
2015	0201	EURE	THERESA	TEACHER GRADE 2	PRB	AC
2015	0201	GOOD	KELLY	READING COACH, ELEMENTARY	AC	AC
2015	0201	HOLLY	EMILY	TEACHER GRADE 2	PRB	AC
2015	0201	HOMAN	RACHEL	TEACHER EXCEPTIONAL ED - VE	PRB	AC
2015	0201	IRISH	DEBORAH	TEACHER GRADE 3	AC	AC

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2015	0201	JIRUSKA	AMANDA	TEACHER EXCEPTIONAL ED - VE	AC	AC
2015	0201	KOSAL	CHRISTIE	TEACHER MUSIC ELEMENTARY	PRB	AC
2015	0201	SOMMERS	PAMELA	TEACHER GRADE 3	PRB	AC
2015	0221	BLUM	MELISSA	TEACHER GRADE 2	PRB	AC
2015	0221	D'ALBORA	AMY	TEACHER GRADE 3	AC	AC
2015	0221	DURRETT	JENNIFER	MATH COACH	ACS	AC
2015	0221	GUESS	CHAD	TEACHER MUSIC ELEMENTARY	AC	AC
2015	0221	HAMILTON	KAYLA	TEACHER GRADE 2	PRB	AC
2015	0221	HOLLINGER	BRETT	TEACHER GRADE 4	PRB	AC
2015	0221	KNAPPMAN	MARY KAY	TEACHER PRE-K	AC	AC
2015	0221	MASHBURN	EMILY	TEACHER GRADE 5	PRB	AC
2015	0221	PHILLIPS	JACLYN	TEACHER KINDERGARTEN	PRB	AC
2015	0221	RILEY	ALLISON	TEACHER EXCEPTIONAL ED - VE	PRB	AC
2015	0221	SCHOFIELD	RICHARD	TEACHER GRADE 4	PRB	AC
2015	0221	STRATE	DUSTIN	TEACHER GRADE 5	PRB	AC
2015	0221	SUMNER	KRISTI	TEACHER GRADE 4	PRB	AC
2015	0271	BROWN	MICHELLE	BAND DIRECTOR - MIDDLE	AC	AC
2015	0271	BURSON	JAYLA	GUIDANCE MIDDLE SCHOOL	AC	AC
2015	0271	FALLIS	ANDREW	TEACHER SCIENCE MIDDLE	PRB	AC
2015	0271	GODWIN	MONICA	TEACHER MATH MIDDLE	PRB	AC
2015	0271	HENRY	BETTY	TEACHER SOCIAL STUDIES MIDDLE	AC	AC
2015	0271	HOFER	MICHAEL	TEACHER MATH MIDDLE	AC	AC
2015	0271	HOLLY	SUSAN	TEACHER SCIENCE MIDDLE	AC	AC
2015	0271	KEHOE	SUSAN	TEACHER LANGUAGE ARTS MIDDLE	PRB	AC
2015	0271	KORNICKS	HARVEY	TEACHER ART MIDDLE	AC	AC
2015	0271	LAGEMANN	VIRGINIA	TEACHER MUSIC MIDDLE	PRB	AC
2015	0271	MASTERTON	SCHLESE	TEACHER SCIENCE MIDDLE	PRB	AC
2015	0271	PIAZZA	DOMINICK	TEACHER SCIENCE MIDDLE	PRB	AC
2015	0271	REESE	MARSHA	TEACHER SOCIAL STUDIES MIDDLE	AC	AC
2015	0271	ROUX	JOANNA	TEACHER READING MIDDLE	PRB	AC
2015	0291	ALBERT	BRENT	TEACHER READING, SENIOR HIGH	AC	AC
2015	0291	BAKER	BRENDA	TEACHER FOREIGN LANGUAGE, SR H	PRB	AC
2015	0291	BOURLOTOS	RHONDA	TEACHER LANGUAGE ARTS SR HIGH	PRB	AC

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2015	0291	BROWN	JAMES	TEACHER FOREIGN LANGUAGE, SR H	AC	AC
2015	0291	CLEMENTS	CHELSEA	TEACHER BUSINESS EDUCATION	PRB	AC
2015	0291	DEBLASIO	DENISE	TEACHER EXCEPTIONAL ED - VE	PRB	AC
2015	0291	DIPARDO	SARA	ASSISTANT BAND DIRECTOR SHS	AC	AC
2015	0291	FLORY	MADISON	GUIDANCE SENIOR HIGH	PRB	AC
2015	0291	FRIERSON	DAVID	TEACHER SCIENCE SENIOR HIGH	PRB	AC
2015	0291	GAMEZ	ALEIDA	MIGRANT SECONDARY ADVOCATE	AC	AC
2015	0291	GEBHARDT	KRISTIN	TEACHER SOCIAL STUDIES SR HIGH	AC	AC
2015	0291	HOWDER	CELESTE	TEACHER READING, SENIOR HIGH	AC	AC
2015	0291	JENSON	JENNIFER	TEACHER MATH/ACCOUNTABILITY	PRB	AC
2015	0291	JOHNSTON	DAVID	TEACHER SOCIAL STUDIES SR HIGH	AC	AC
2015	0291	LAWS	RANDY	ROTC INSTRUCTOR	AC	AC
2015	0291	LOCUSON	REBECCA	TEACHER LANGUAGE ARTS SR HIGH	PRB	AC
2015	0291	MCANELLY	STEVEN	TEACHER SOCIAL STUDIES SR HIGH	PRB	AC
2015	0291	MORRIS	KEVIN	TEACHER SOCIAL STUDIES SR HIGH	AC	AC
2015	0291	NGOM	KERILYN	TEACHER LANGUAGE ARTS SR HIGH	AC	AC
2015	0291	OMANS	JANE	TEACHER LANGUAGE ARTS SR HIGH	AC	AC
2015	0291	PARKINSON	ROSE	TEACHER EXCEPTIONAL ED - VE	PRB	AC
2015	0291	PETTIS	DAVID	TEACHER PHYSICAL EDUCATION, SR	PRB	AC
2015	0291	RICHARDS	REGINA	TEACHER EXCEPTIONAL ED - VE	PRB	AC
2015	0291	RIGA	ELEANOR R	TEACHER EXCEPTIONAL ED - VE	PRB	AC
2015	0291	ROULEAU	SUSAN	TEACHER FOREIGN LANGUAGE, SR H	PRB	AC
2015	0291	ROUX	GARRETT	TEACHER TECHNOLOGY EDUCATION	AC	AC
2015	0291	SAMOSKA	PAMELA	TEACHER SCIENCE SENIOR HIGH	PRB	AC
2015	0291	SECOY	EMILY	TEACHER SCIENCE SENIOR HIGH	AC	AC
2015	0291	SKINDEL	ADAM	TEACHER SCIENCE SENIOR HIGH	PRB	AC
2015	0291	STANLEY	LARRY	TEACHER MUSIC SENIOR HIGH	AC	AC
2015	0291	TORRES	HECTOR	TEACHER FOREIGN LANGUAGE, SR H	AC	AC
2015	0291	TRUESDALE	BRENDA	TEACHER EXCEPTIONAL ED AUTISM	AC	AC
2015	0291	VAN BRIMMER	KEVIN	TEACHER SOCIAL STUDIES SR HIGH	AC	AC
2015	0291	VIVIRITO	NICHOLAS	TEACHER MATH SR HIGH	AC	AC
2015	0291	WALL	KERRI	TEACHER LANGUAGE ARTS SR HIGH	AC	AC
2015	0291	WEAVER	AMY	TEACHER LANGUAGE ARTS SR HIGH	PRB	AC

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2015	0291	WILSON	WILLIAM	TEACHER IN-SCHOOL SUSPENSION,	PRB	AC
2015	0301	BURNS	SHERI	TEACHER EXCEPTIONAL ED AUTISM	PRB	AC
2015	0301	DENNISTON	LINDSEY	TEACHER GRADE 3	PRB	AC
2015	0301	LAWLESS	DIANA	TEACHER GRADE 4	PRB	AC
2015	0301	MORROW	KIMBERLY	TEACHER KINDERGARTEN	PRB	AC
2015	0301	PERAKES	TRICIA	TEACHER GRADE 3	AC	AC
2015	0301	VAN BRIMMER	SARAH	TEACHER GRADE 5	AC	AC
2015	0301	WERAGODA	BETHAN	TEACHER GRADE 4	AC	AC
2015	0341	BUCACCIO	BETTY	TEACHER GRADE 1	PRB	AC
2015	0341	CUMMINGS	ANITRA	TEACHER GRADE 5	PRB	AC
2015	0341	DEL SOLAR	MARCELA	TEACHER GRADE 3	PRB	AC
2015	0341	DUNN	CASEY	TEACHER GRADE 2	AC	AC
2015	0341	LUNA	CLAUDIA	TEACHER KINDERGARTEN	PRB	AC
2015	0341	MEDINA	SHEA	TEACHER GRADE 1	PRB	AC
2015	0341	MODESITT	KIMBERLEY	TEACHER ART ELEMENTARY	ACS	AC
2015	0341	PALMER	REBECCA	TEACHER GRADE 2	AC	AC
2015	0341	PRATT	KATE	TEACHER PHYSICAL EDUCATION ELE	PRB	AC
2015	0341	RAMOS	STACY	TEACHER GRADE 4	AC	AC
2015	0341	WELLS	REGINA	TEACHER GRADE 1	AC	AC
2015	0371	ANDERSON	KATHERINE	TEACHER SOCIAL STUDIES MIDDLE	PRB	AC
2015	0371	BASTOS	MARIA	TEACHER LANGUAGE ARTS MIDDLE	AC	AC
2015	0371	BRADLEY	SONYA	TEACHER READING MIDDLE	AC	AC
2015	0371	DAWSON	RYAN	TEACHER SOCIAL STUDIES MIDDLE	AC	AC
2015	0371	FLORES RAMOS	EDDY	TEACHER SCIENCE MIDDLE	AC	AC
2015	0371	GAMMELL	CARRIE	TEACHER READING MIDDLE	AC	AC
2015	0371	GREENE	AMBER	TEACHER SCIENCE MIDDLE	PRB	AC
2015	0371	HEPPERIN	FELICE	TEACHER MATH MIDDLE	PRB	AC
2015	0371	MOREE	RACHEL	TEACHER LANGUAGE ARTS MIDDLE	PRB	AC
2015	0371	NATHANIEL	SHANA	TEACHER EXCEPTIONAL ED - VE	AC	AC
2015	0371	POST	JOSHUA	TEACHER MATH MIDDLE	AC	AC
2015	0371	ROSS	LUGENE	TEACHER MATH MIDDLE	PRB	AC
2015	0371	SAYRE	MARIA	TEACHER READING MIDDLE	PRB	AC
2015	0371	SESSOMS	DANYELLE	LIBRARIAN/MEDIA SPEC MIDDLE	PRB	AC

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2015	0371	SPIESEL	JULIE	GUIDANCE MIDDLE SCHOOL	PRB	AC
2015	0371	SRIGLEY	SEAN	BAND DIRECTOR - MIDDLE	AC	AC
2015	0371	SUTHERLAND	HEIDI	TEACHER LANGUAGE ARTS MIDDLE	PRB	AC
2015	9002	BOLITHO	WESLEY	SPEECH & LANGUAGE PATHOLOGIST	PRB	AC
2015	9002	COOK	CHRISTINE	RESOURCE SPECIALIST	AC	AC
2015	9002	HAYNES	AMANDA	RESOURCE SPECIALIST	AC	AC
2015	9002	LEHOULLIER	AMY	RESOURCE SPECIALIST	PRB	AC
2015	9002	SHEMO	DOLORES	RESOURCE SPECIALIST	AC	AC
2015	9002	WALTERS	KATHRYN	SPEECH & LANGUAGE PATHOLOGIST	PRB	AC
2015	9443	KENDRICK	MEGAN	TEACHER ON ASSIGN STAFF DEV	AC	AC
2015	9443	RUTHERFORD	AMIE	TEACHER ON ASSIGN STAFF DEV	PRB	AC

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2015	JOHNSON	BARBARA	0021	FRESHMAN LEARNING CENTER	EDUCATION TECHNOLOGY SPEC	AC	AC
2015	LADOW	WILLIAM	0021	FRESHMAN LEARNING CENTER	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	BEWERSDORF	ALLAN	0031	VERO BEACH HIGH SCHOOL	ATHLETIC TRAINER	AC	AC
2015	GRETO	MICHAEL	0031	VERO BEACH HIGH SCHOOL	EDUCATION TECHNOLOGY SPEC	AC	AC
2015	HEDGECOCK	DONNA	0031	VERO BEACH HIGH SCHOOL	SCHOOL SOCIAL WORKER PROTECH	AC	AC
2015	KARR	JESSICA	0031	VERO BEACH HIGH SCHOOL	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	LUNDQUIST	SARAH	0031	VERO BEACH HIGH SCHOOL	AUDITORIUM DIRECTOR	AC	AC
2015	MERRITTS	LESLIE	0032	ADULT EDUCATION	DIRECTOR OF LPN PROGRAM	AC	AC
2015	MUSSELWHITE	BARBARA	0032	ADULT EDUCATION	SUPERVISOR EXT DAY PROG	AC	AC
2015	THIGPEN	SUSAN	0032	ADULT EDUCATION	SUPERVISOR EXT DAY PROG	AC	AC
2015	THOMPSON	SHANE	0032	ADULT EDUCATION	EDUCATION TECHNOLOGY SPEC	AC	AC
2015	STULL	THOMAS	0033	ALTERNATIVE CENTER FOR EDU.	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	KING	IVY	0041	ROSEWOOD MAGNET SCHOOL	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	DAVENPORT	COLLEEN	0051	OSCEOLA MAGNET SCHOOL	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	DOMINGUEZ	MARIA	0061	BEACHLAND ELEMENTARY SCHOOL	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	CLARK	JOE	0081	GIFFORD MIDDLE SCHOOL	EDUCATION TECHNOLOGY SPEC	AC	AC
2015	TANNER	JAIME	0081	GIFFORD MIDDLE SCHOOL	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	BLANCO	JOSE	0101	FELLSMERE ELEMENTARY SCHOOL	MIGRANT PARENT SPECIALIST	AC	AC
2015	EBERHARDT	KEONDRA	0101	FELLSMERE ELEMENTARY SCHOOL	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	MICKET	ALEJANDRIN	0101	FELLSMERE ELEMENTARY SCHOOL	SCHOOL SOCIAL WORKER PROTECH	AC	AC
2015	O'SHEA	JEANMARIE	0121	PELICAN ISLAND ELEMENTARY SCHL	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	REMY	ALEJANDRO	0131	WABASSO SCHOOL	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	KELLER	JOHN	0141	CITRUS ELEMENTARY SCHOOL	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	WILLIAMS	ANDREA	0141	CITRUS ELEMENTARY SCHOOL	SCHOOL SOCIAL WORKER PROTECH	AC	AC
2015	WHITTAKER	DAVID	0151	DODGERTOWN ELEMENTARY SCHO	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	ALTER	ARLEEN	0161	VERO BEACH ELEMENTARY SCHOOL	SCHOOL SOCIAL WORKER PROTECH	AC	AC
2015	PAYNE	NINA	0161	VERO BEACH ELEMENTARY SCHOOL	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	BANGERT	KURT	0171	SEBASTIAN RIVER MIDDLE SCHOOL	EDUCATION TECHNOLOGY SPEC	AC	AC
2015	JACKMAN	DARCEL	0171	SEBASTIAN RIVER MIDDLE SCHOOL	EDUCATION TECHNOLOGY SPEC	AC	AC
2015	MCLEOD	GWENDOLYN	0171	SEBASTIAN RIVER MIDDLE SCHOOL	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	ADKINS	ANTOINE	0191	SEBASTIAN ELEMENTARY SCHOOL	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	D'AMBRA	SARAH	0201	GLENDALE ELEMENTARY SCHOOL	STUDENT SUPPORT SPECIALIST 10	AC	AC

Fiscal Year	Last Name	First Name	Facility	Facility Name	Job Description	Contract	Recommendation
2015	GRETO	MARIA	0221	INDIAN RIVER ACADEMY	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	PENAGOS	JORGE	0271	OSLO MIDDLE SCHOOL	EDUCATION TECHNOLOGY SPEC	AC	AC
2015	CHAPMAN	MILLIE	0291	SEBASTIAN RIVER HIGH SCHOOL	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	LANGE	HILARY	0291	SEBASTIAN RIVER HIGH SCHOOL	ATHLETIC TRAINER	AC	AC
2015	REYES	FELIX	0291	SEBASTIAN RIVER HIGH SCHOOL	EDUCATION TECHNOLOGY SPEC	AC	AC
2015	ARMS	RANDALL	0301	LIBERTY MAGNET SCHOOL	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	WILLIAMS	RACHEL	0341	TREASURE COAST ELEMENTARY SC	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	PEARSON	BENJAMIN	0371	STORM GROVE MIDDLE SCHOOL	EDUCATION TECHNOLOGY SPEC	AC	AC
2015	SANTORO	DIANE	4000	FOOD SERVICE	FOOD&NUTRITION SVCS NUTR SPEC	AC	AC
2015	BERTAUX	LUANN	9002	ESE District Wide	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	COURT	SUSAN	9002	ESE District Wide	OCCUPATIONAL THERAPIST	AC	AC
2015	CUSSON	PATRICIA	9002	ESE District Wide	OCCUPATIONAL THERAPIST	AC	AC
2015	DONOVAN	MARGARET	9002	ESE District Wide	SCHOOL PSYCHOLOGIST	AC	AC
2015	HARRIS	KATHLEEN	9002	ESE District Wide	OCCUPATIONAL THERAPIST	AC	AC
2015	HAYES	CHRISTINA	9002	ESE District Wide	PROGRAM SPECIALIST	AC	AC
2015	HEKTNER	MARY	9002	ESE District Wide	PROGRAM SPECIALIST	AC	AC
2015	HUNT	RANDALL	9002	ESE District Wide	PROGRAM SPECIALIST	AC	AC
2015	KISTLER	RACHELLE	9002	ESE District Wide	PROGRAM SPECIALIST	AC	AC
2015	MCGILL	LAURA	9002	ESE District Wide	PROGRAM SPECIALIST	AC	AC
2015	MCHENRY	GAIL	9002	ESE District Wide	OCCUPATIONAL THERAPIST	AC	AC
2015	NEVILLE	JOHN	9002	ESE District Wide	ESE SIGN LANGUAGE INTERPRETER	AC	AC
2015	ROBISON	JAMES	9002	ESE District Wide	PROGRAM SPECIALIST	AC	AC
2015	ROJAS	JESSICA	9002	ESE District Wide	STUDENT SUPPORT SPECIALIST 10	AC	AC
2015	SESACK	PIPER	9002	ESE District Wide	OCCUPATIONAL THERAPIST	AC	AC
2015	WALSH	THERESA	9002	ESE District Wide	OCCUPATIONAL THERAPIST	AC	AC
2015	WOLF	KATHERINE	9002	ESE District Wide	PROGRAM SPECIALIST	AC	AC
2015	CALDWELL	WILLIAM	9006	Physical Plant Department	PLANT SUPERVISOR GENERAL	AC	AC
2015	LANE	CHADWICK	9006	Physical Plant Department	IAQ ENERGY MANAGER	AC	AC
2015	THOMPSON	KENNETH	9006	Physical Plant Department	PLANT MANAGER	AC	AC
2015	HERNDON	PATSY	9008	Transportation	TRANSPORTATION COMPUTER TECHN	AC	AC
2015	BLANCO	ALICE	9200	Instructional Division	PROJECT SPECIALIST	AC	AC
2015	ALMORE	REBECCA	9224	Student Services	SCHOOL PSYCHOLOGIST	AC	AC

Fiscal Year	Last Name	First Name	Facility	Facility Name	Job Description	Contract	Recommendation
2015	CRAWFORD	TRACY	9224	Student Services	SCHOOL SOCIAL WORKER PROTECH	AC	AC
2015	DONAR	DIANE	9224	Student Services	SCHOOL PSYCHOLOGIST	AC	AC
2015	GERGORA	GEORGANN	9224	Student Services	HEALTH SERVICES COORDINATOR	AC	AC
2015	KELLER	RENEE	9224	Student Services	SCHOOL PSYCHOLOGIST	AC	AC
2015	KRAMEK	MARY	9224	Student Services	SCHOOL PSYCHOLOGIST	AC	AC
2015	MCGOUGH	TRACI	9224	Student Services	SCHOOL PSYCHOLOGIST	AC	AC
2015	MILLER	CLAIRE	9224	Student Services	SCHOOL PSYCHOLOGIST	AC	AC
2015	OSEROFF	JENNIFER	9224	Student Services	SCHOOL PSYCHOLOGIST	AC	AC
2015	PONCINIE	KIRSTEN	9224	Student Services	SCHOOL PSYCHOLOGIST	AC	AC
2015	SCHRODER	RALPH	9224	Student Services	SCHOOL PSYCHOLOGIST	AC	AC
2015	WISNESKI	JENNIFER	9224	Student Services	SCHOOL PSYCHOLOGIST	AC	AC
2015	ALDERMAN	DONNA	9300	Finance Department	ACCOUNTING SPECIALIST II	AC	AC
2015	ATKINS	CHARLENE	9300	Finance Department	ACCOUNTING MANAGER GL	AC	AC
2015	HEATON	KATHERINE	9300	Finance Department	ACCOUNTS PAYABLE MANAGER	AC	AC
2015	MILLER	STEPHANIE	9300	Finance Department	ACCOUNTING SPECIALIST I	AC	AC
2015	TITUS	SUSANNE	9300	Finance Department	BUDGET ANALYST	AC	AC
2015	BARRETT	KIM	9332	PURCHASING DEPARTMENT	SUPV PRINT SHOP & RECORDS	AC	AC
2015	JANSSEN-SILVIA	LAURIE	9400	Human Resources	CERTIFICATION ANALYST	AC	AC
2015	SMELTZER	JOSHIWA	9400	Human Resources	POSITION CONTROL & STAFFING SP	AC	AC
2015	ANNAM	RAVI	9442	INSTRUCTIONAL/INFORMATION TECH	WEB MASTER	AC	AC
2015	BALSAMO	THOMAS	9442	INSTRUCTIONAL/INFORMATION TECH	SUPPORT TECHNICIAN	AC	AC
2015	BATELAAN	TIMOTHY	9442	INSTRUCTIONAL/INFORMATION TECH	SUPPORT TECHNICIAN	AC	AC
2015	CLEARY	VIVIAN	9442	INSTRUCTIONAL/INFORMATION TECH	PROGRAMMER / ANALYST I	AC	AC
2015	DAVIS	KERRI ANN	9442	INSTRUCTIONAL/INFORMATION TECH	COMPUTER PROGRAMMER I	AC	AC
2015	FIDGEON	FLYNN	9442	INSTRUCTIONAL/INFORMATION TECH	DISTRICT TV PRODUCTION COORD	AC	AC
2015	GAMEZ	AARON	9442	INSTRUCTIONAL/INFORMATION TECH	COMPUTER PROGRAMMER I	AC	AC
2015	HERNDON	PETER	9442	INSTRUCTIONAL/INFORMATION TECH	EDUCATION TECHNOLOGY SPEC	AC	AC
2015	HISER	CHRISTOPHE	9442	INSTRUCTIONAL/INFORMATION TECH	DISTRICT TV PRODUCTION COORD	AC	AC
2015	JACKSON	PETER	9442	INSTRUCTIONAL/INFORMATION TECH	NETWORK ADMINISTRATOR	AC	AC
2015	MACDONALD	GREGORY	9442	INSTRUCTIONAL/INFORMATION TECH	SYSTEMS ADMINISTRATOR	AC	AC
2015	MARTIN	BENITA	9442	INSTRUCTIONAL/INFORMATION TECH	SYSTEMS/ANALYST II	AC	AC
2015	MCKENZIE	TIFFANY	9442	INSTRUCTIONAL/INFORMATION TECH	EDUCATION/INSTRUCTION ANALYST	AC	AC

Fiscal Year	Last Name	First Name	Facility	Facility Name	Job Description	Contract	Recommendation
2015	MCAHON	BRIAN	9442	INSTRUCTIONAL/INFORMATION TECH	PERFORMANCE DATA ANALYST	AC	AC
2015	MELCHIORI	NICHOLAS	9442	INSTRUCTIONAL/INFORMATION TECH	EDUCATION TECHNOLOGY SPEC	AC	AC
2015	MELLIN	ROBERT	9442	INSTRUCTIONAL/INFORMATION TECH	EDUCATION TECHNOLOGY SPEC	AC	AC
2015	MULANAX	SEAN	9442	INSTRUCTIONAL/INFORMATION TECH	NETWORK SECURITY SPECIALIST	AC	AC
2015	NIGRO	KELLEY	9442	INSTRUCTIONAL/INFORMATION TECH	FTE COORDINATOR/TRAINER	AC	AC
2015	POWER	VINCENT	9442	INSTRUCTIONAL/INFORMATION TECH	APPLICATION SUPPORT SPEC	AC	AC
2015	ROBINSON	ELMER	9442	INSTRUCTIONAL/INFORMATION TECH	SYSTEMS SUPPORT TECH	AC	AC
2015	SCHALK	JUDITH	9442	INSTRUCTIONAL/INFORMATION TECH	APPLICATIONS ANALYST	AC	AC
2015	WILLIAMS	STEVEN	9442	INSTRUCTIONAL/INFORMATION TECH	OPERATIONS ANALYST	AC	AC
2015	ALDERMAN	JAMES	9444	Risk Management	ACCOUNTANT/AUDITOR RISK MGMT	AC	AC
2015	GARDINER	WENDY	9444	Risk Management	EMPLOYEE BENEFITS SPECIALIST	AC	AC
2015	TORRES - SPIVEY	PAMELA	9444	Risk Management	INSURANCE SPECIALIST	AC	AC
2015	HUFF	RICHARD	9551	Facilities	PLANNING & CONSTRUCTION COORDI	AC	AC
2015	WESTENBERGER	NICHOLAS	9551	Facilities	FACILITY PLANNER	AC	AC
2015	BREWER	DONNA	9552	Attendance	SCHOOL SOCIAL WORKER	AC	AC
2015	POTTER	MICHELLE	9552	Attendance	COORDINATOR OFF OF ATTENDANCE	AC	AC
2015	PRIVETTE	FRANCESCA	9552	Attendance	SCHOOL SOCIAL WORKER	AC	AC
2015	SPERO	JANIS	9552	Attendance	SCHOOL SOCIAL WORKER	AC	AC
2015	STEENBURGEN	NATASHA	9552	Attendance	SCHOOL SOCIAL WORKER	AC	AC
2015	COPEMAN	PETER	9553	Building Department	BUILDING OFFICIAL	AC	AC
2015	GANGER	SCOTT	9553	Building Department	CODE COMPLIANCE INSPECTOR	AC	AC
2015	REMOLE	DARRELL	9553	Building Department	SAFETY TECHNICIAN	AC	AC

Fiscal Year	Facility	Facility Name	Last Name	First Name	Job Title Description	Contract Type	Recommendation
2015	0031	VERO BEACH HIGH S	HUTCHISON	ANNETTE	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0031	VERO BEACH HIGH S	MESLEY	EUGENE	FACILITIES COORDINATOR	AC	AC
2015	0033	ALTERNATIVE CENT	MILLER	JANICE	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0041	ROSEWOOD MAGNE	BURNS	CAROL	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0051	OSCEOLA MAGNET	WALTRIP	SANDRA	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0061	BEACHLAND	RICE	BETHANY	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0081	GIFFORD MIDDLE SC	CRAWFORD	MARIA	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0101	FELLSMERE ELEMEN	MARSIGLIA	JUDITH	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0121	PELICAN ISLAND EL	JOBE	CHARLOTTE	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0131	WABASSO	KAHN	BRENDA	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0141	CITRUS ELEMENTAR	DUNTON	BETH	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0151	DODGERTOWN ELE	GOLLNICK	CAROL	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0161	VERO BEACH ELEM	HOLMES - BRACELE	YVETTE	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0171	SEBASTIAN RIVER M	SCOTT	THERESA	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0191	SEBASTIAN ELEM	DRUM	RHONDA	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0201	GLENDALE ELEM	BEASLEY	SANDRA	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0221	INDIAN RIVER ACAD	GIOFFRE	ELIZABETH	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0271	OSLO MIDDLE	HOFFHINE	ARLINE	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0291	SEBASTIAN RIVER H	BARBER	KAREN	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0291	SEBASTIAN RIVER H	CHRISTOPHERSEN	VICTORIA	SCHEDULING TECHNICIAN	AC	AC
2015	0301	LIBERTY MAGNET	WATSON	GLENDA	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0341	TREASURE COAST E	NEGREIRA - HARRE	BARBARA	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	0371	STORM GROVE MID	BARKER	TRACEY	ADMIN ASSISTANT PRINCIPAL	AC	AC
2015	4000	FOOD AND NUTRITIO	BESANCON	RHONDA	FOOD SERVICE SPECIALIST	AC	AC
2015	4000	FOOD AND NUTRITIO	JONES	LISA	EDUCATION TECHNOLOGY SPEC	AC	AC
2015	4021	FOOD AND NUTRITIO	ROGERS	CHRISTINE	FOOD SERVICE MANAGER HIGH SCHO	AC	AC
2015	4031	FOOD AND NUTRITIO	FARNSWORTH	WILLIAM	FOOD SERVICE MANAGER HIGH SCHO	AC	AC
2015	4041	FOOD AND NUTRITIO	SMITH	SHEILA	FOOD SERVICE MANAGER ELEM	AC	AC
2015	4051	FOOD AND NUTRITIO	PRESSLEY	NATARSHA	FOOD SERVICE MANAGER ELEM	AC	AC
2015	4061	FOOD AND NUTRITIO	ASPROMONTE	CINDY	FOOD SERVICE MANAGER ELEM	AC	AC
2015	4081	FOOD AND NUTRITIO	BREGE	ARLINE	FOOD SERVICE MANAGER MIDDLE SC	AC	AC
2015	4101	FOOD AND NUTRITIO	NEWBORN	KIMBERLY	FOOD SERVICE MANAGER ELEM	AC	AC
2015	4121	FOOD AND NUTRITIO	SUSINO	JOSEPH	FOOD SERVICE MANAGER ELEM	AC	AC

2015	4141	FOOD AND NUTRITIC	JOHNS	LACEY	FOOD SERVICE MANAGER ELEM	AC	AC
2015	4151	FOOD AND NUTRITIC	SCOTT	GLENDA	FOOD SERVICE MANAGER ELEM	AC	AC
2015	4161	FOOD AND NUTRITIC	FARNSWORTH	DONNA	FOOD SERVICE MANAGER ELEM	AC	AC
2015	4171	FOOD AND NUTRITIC	HUMPHREY	TAMMY	FOOD SERVICE MANAGER MIDDLE SC	AC	AC
2015	4191	FOOD AND NUTRITIC	WASHINGTON	WENDY	FOOD SERVICE MANAGER ELEM	AC	AC
2015	4201	FOOD AND NUTRITIC	BAKER	HELENA	FOOD SERVICE MANAGER ELEM	AC	AC
2015	4221	FOOD AND NUTRITIC	SHELLY	SHERMAN	FOOD SERVICE MANAGER ELEM	AC	AC
2015	4271	FOOD AND NUTRITIC	SIMONTON	DAVID	FOOD SERVICE MANAGER MIDDLE SC	AC	AC
2015	4291	FOOD AND NUTRITIC	WYNN	WILLIAM	FOOD SERVICE MANAGER HIGH SCHO	AC	AC
2015	4301	FOOD AND NUTRITIC	TOPERZER	MELLISA	FOOD SERVICE MANAGER ELEM	AC	AC
2015	4341	FOOD AND NUTRITIC	ERNEY	JACQUELINE	FOOD SERVICE MANAGER ELEM	AC	AC
2015	4371	FOOD AND NUTRITIC	BRESSETT	MIREILLE	FOOD SERVICE MANAGER, HS W/ELD	AC	AC
2015	9002	ESE DEPARTMENT	MCDONALD	ELLEN	ADMINISTRATIVE ASSISTANT, DIST	AC	AC
2015	9006	PHYSICAL PLANT	RUSSO	ADRIENNE	PHYSICAL PLANT SPECIALIST	AC	AC
2015	9008	TRANSPORTATION	TRAMMELL	RICHARD	GARAGE COORDINATOR	AC	AC
2015	9100	BOARD OFFICE	STANG	JUDY	EXECUTIVE ASST TO SCHOOL BOARD	AC	AC
2015	9101	SUPERINTENDENT	DAVIS	BRENDA	ADMIN ASST, DISTRICT	AC	AC
2015	9101	SUPERINTENDENT	POYSELL	PEGGY	EXECUTIVE ASST FOR SUPERINTEND	AC	AC
2015	9200	INSTRUCTIONAL DIV	BATORY	CAMILLE	EXEC ASST FOR ASST SUPT CURRIC	AC	AC
2015	9200	INSTRUCTIONAL DIV	SMITH	JUDITH	ADMINISTRATIVE ASSISTANT, DIST	AC	AC
2015	9300	FINANCE	JUSTEN	LYNN	EXEC ASST FOR ASST SUP FIN/CFO	AC	AC
2015	9332	BUILDING	COPEMAN	KIMBERLY	PROPERTY RECORDS COORDINATOR	AC	AC
2015	9400	HUMAN RESOURCES	MARTIN	SUSAN	EXEC ASST FOR ASST SUPT HR	AC	AC
2015	9442	EDUCATIONAL/INFO	ANDERSON	LYNN	EXEC ASST FOR TECH & ASSMNT	AC	AC
2015	9444	RISK MANAGEMENT	ENRIQUEZ	TERESA	ADMIN AST RISK MGT/EMP BENEFIT	AC	AC
2015	9551	FACILITIES	SIMONS	MICHELLE	FACILITIES SPECIALIST	AC	AC

Fiscal Year	Facility Name	Last Name	First Name	Job Title Description	Contract	Recommendation
2015	VERO BEACH HIGH SCH	AHRENS	GREGORY	ASST PRINCIPAL SENIOR HIGH	AC	AC
2015	BEACHLAND ELEMENTA	BARKER	CAROLINE	PRINCIPAL ELEMENTARY SCHOOL	AC	AC
2015	TREASURE COAST ELEM	BAYSURA	KELLY	PRINCIPAL ELEMENTARY SCHOOL	AC	AC
2015	INSTRUCTIONAL/INFORM	BENDER	BRIAN	DIR OF TECHNOLOGY SERVICES	AC	AC
2015	OSLO MIDDLE SCHOOL	BENNETT-CAMPBELL	DAWN	ASST PRINCIPAL MIDDLE SCHOOL	AC	AC
2015	Instructional Division	BERG	DEBORAH	DIR ELEMENTARY EDUCATION	AC	AC
2015	TREASURE COAST ELEM	BETHEL	ROBYN	ASST PRINCIPAL ELEMENTARY	AC	AC
2015	VERO BEACH HIGH SCH	BIEBER	ANNE	ASST PRINCIPAL SENIOR HIGH	AC	AC
2015	SEBASTIAN RIVER HIGH	BROWN	DARIYALL	ASST PRINCIPAL SENIOR HIGH	AC	AC
2015	Transportation	CHESNUT	PATRICIA	DIR TRANSPORTATION	AC	AC
2015	PURCHASING DEPARTM	CHUMA	RICHARD	DIR PURCHASING	AC	AC
2015	GLENDALE ELEMENTAR	COOPER	JANAI	ASST PRINCIPAL ELEMENTARY	AC	AC
2015	FRESHMAN LEARNING C	DAULBY	RACHEL	ASST PRINCIPAL FLC	AC	AC
2015	VERO BEACH ELEMENTA	DAVID	CAROL	ASST PRINCIPAL ELEMENTARY	AC	AC
2015	GIFFORD MIDDLE SCHO	DECKER	ROXANNE	PRINCIPAL MIDDLE SCHOOL	AC	AC
2015	BEACHLAND ELEMENTA	DEL TUFO	SUSAN	ASST PRINCIPAL ELEMENTARY	AC	AC
2015	CITRUS ELEMENTARY S	DIDOMIZIO	SUSANNA	ASST PRINCIPAL ELEMENTARY	AC	AC
2015	Physical Plant Department	EARMAN	JOHN	DIR OF PHYISCAL PLANT	AC	AC
2015	FELLSMERE ELEMENTAI	ECHEVERRIA	RAMON	PRINCIPAL ELEMENTARY SCHOOL	AC	AC
2015	SEBASTIAN RIVER MIDD	EMERSON	CYNTHIA	ASST PRINCIPAL MIDDLE SCHOOL	AC	AC
2015	VERO BEACH HIGH SCH	ERICKSON	DAVID	ASST PRINCIPAL SENIOR HIGH	AC	AC
2015	OSLO MIDDLE SCHOOL	EVANS	CHARLES	ASST PRINCIPAL MIDDLE SCHOOL	AC	AC
2015	INDIAN RIVER ACADEMY	FANNIN	DIANE	PRINCIPAL ELEMENTARY SCHOOL	AC	AC
2015	GLENDALE ELEMENTAR	FAUST	ADAM	PRINCIPAL ELEMENTARY SCHOOL	AC	AC
2015	ESE District Wide	FERRENTINO	MICHAEL	EXEC DIR ESE & STUDENT SERVICE	AC	AC
2015	Instructional Division	FLOOD	BROOKE	COORDINATOR, SCHOOL READINES	AC	AC
2015	WABASSO SCHOOL	FRANCIS	KATHRINE	PRINCIPAL SPECIAL ED SCHOOL	AC	AC
2015	Human Resources	FRITZ	WILLIAM	ASST SUPT HUMAN RESOURCES	AC	AC
2015	FELLSMERE ELEMENTAI	GARCIA	KIMBERLY	ASST PRINCIPAL ELEMENTARY	AC	AC
2015	DODGERTOWN ELEMEN	GONZALEZ	EMILIO	ASST PRINCIPAL ELEMENTARY	AC	AC
2015	INSTRUCTIONAL/INFORM	GREEN	BRUCE	ASSISTANT SUP OF TECH & ASSMN	AC	AC
2015	LIBERTY MAGNET SCHO	HARRIS	TAKEISHA	PRINCIPAL ELEMENTARY SCHOOL	AC	AC
2015	STORM GROVE MIDDLE	HART	DENNY	ASST PRINCIPAL MIDDLE SCHOOL	AC	AC

Fiscal Year	Facility Name	Last Name	First Name	Job Title Description	Contract	Recommendation
2015	Professional Development	HOFER	BETH	COORDINATOR, PROF DEVELOPME	AC	AC
2015	SEBASTIAN ELEMENTAR	HOYT	CHERYL	ASST PRINCIPAL ELEMENTARY	AC	AC
2015	VERO BEACH HIGH SCH	HUMPHREY	DAVID	ASST PRINCIPAL SENIOR HIGH	AC	AC
2015	SEBASTIAN RIVER MIDD	IDLETTE	JODY	PRINCIPAL MIDDLE SCHOOL	AC	AC
2015	STORM GROVE MIDDLE	IDLETTE	JENNIFER	PRINCIPAL MIDDLE SCHOOL	AC	AC
2015	GIFFORD MIDDLE SCHO	JONES	MINTOSHA	ASST PRINCIPAL MIDDLE SCHOOL	AC	AC
2015	SEBASTIAN RIVER HIGH	KEATON	JESSICA	ASST PRINCIPAL SENIOR HIGH	AC	AC
2015	STORM GROVE MIDDLE	KEELING	MICHELE	ASST PRINCIPAL MIDDLE SCHOOL	AC	AC
2015	GIFFORD MIDDLE SCHO	KINSLEY	CRAIG	ASST PRINCIPAL MIDDLE SCHOOL	AC	AC
2015	INSTRUCTIONAL/INFOR	KOHLSTEDT	CHRISTOPHER	DIRECTOR OF ASSESMENT&ACCNT	AC	AC
2015	Instructional Division	LONG	DEBORAH	DIRECTOR, SECONDARY ED	AC	AC
2015	Instructional Division	MALITS	KAREN	COORDINATOR OF TITLE PROGRAM	AC	AC
2015	FOOD SERVICE	MCCARTY	PATRICK	DIR FOOD & NUTRITION SERVICES	AC	AC
2015	OSCEOLA MAGNET SCH	MCCORD	JANICE	ASST PRINCIPAL ELEMENTARY	AC	AC
2015	Finance Department	MORRISON	CARTER	ASST SUPT FINANCE	AC	AC
2015	ROSEWOOD MAGNET S	NORRIS	JENNIFER	ASST PRINCIPAL ELEMENTARY	AC	AC
2015	VERO BEACH HIGH SCH	O'KEEFE	SHAWN	PRINCIPAL HIGH SCHOOL	AC	AC
2015	SEBASTIAN RIVER HIGH	RACINE	TODD	PRINCIPAL HIGH SCHOOL	AC	AC
2015	Instructional Division	RYNBERG	ANDREW	ASST SUPT CURR/INSTRUCTION	AC	AC
2015	Facilities	SANDERS	SCOTT	DIR FACILITIES PLANNING & CONS	AC	AC
2015	VERO BEACH ELEMENT	SEELEY	AINSLEY	PRINCIPAL ELEMENTARY SCHOOL	AC	AC
2015	SEBASTIAN RIVER MIDD	SHAW	BENNIE	ASST PRINCIPAL MIDDLE SCHOOL	AC	AC
2015	LIBERTY MAGNET SCHO	SIMPSON	SCOTT	ASST PRINCIPAL ELEMENTARY	AC	AC
2015	Human Resources	SUIT	EDWINA	EXEC DIR HR	AC	AC
2015	FRESHMAN LEARNING C	TAYLOR	CHRISTOPHER	ASST PRINCIPAL FLC	AC	AC
2015	CITRUS ELEMENTARY S	TESKE	JONATHON	PRINCIPAL ELEMENTARY SCHOOL	AC	AC
2015	DODGERTOWN ELEMEN	TETREULT	ELIZABETH	PRINCIPAL ELEMENTARY SCHOOL	AC	AC
2015	Student Services	TORRES-MARTINEZ	LILLIAN	DIR STUDENT SERVICES	AC	AC
2015	PELICAN ISLAND ELEME	WAGNER	THERESA	ASST PRINCIPAL ELEMENTARY	AC	AC
2015	SEBASTIAN RIVER HIGH	WARD	KELLY	ASST PRINCIPAL SENIOR HIGH	AC	AC
2015	SEBASTIAN ELEMENTAR	WHITFIELD	LETITIA	PRINCIPAL ELEMENTARY SCHOOL	AC	AC
2015	SEBASTIAN RIVER HIGH	WILSON	WILLIAM	ASST PRINCIPAL SENIOR HIGH	AC	AC

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 - April 1, 2015 through April 30, 2015
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
Totals		42,527,080.91	87,799.73	181,281.00	42,433,599.64
Other Federal Direct	3199	38,079.71	0.00	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	181,281.00	845,116.00
Miscellaneous State Source	3399	35,863.48	0.00	0.00	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	32,822.40	213.73	0.00	33,036.13
Miscellaneous Local Sources	3490	73,157.90	0.00	0.00	73,157.90
Impact Fees	3496	836,397.00	87,586.00	0.00	923,983.00
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	13,897,652.91	87,799.73	325,360.00	13,660,092.64
Furniture / Fixtures / Equipment	7400 - 640	1,557,917.77	325,578.50	0.00	1,888,394.18
Motor Vehicles	7400 - 650	806,039.47	0.00	4,897.91	801,141.56
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	2,756,203.08	4,257.50	0.00	2,760,460.58
Remodeling & Renovations	7400 - 680	8,854,249.67	0.00	4,476.00	8,849,773.67
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	181,281.00	4,345,116.00
Transfer to Debt Service Fund	9700 - 920	10,028,621.01	0.00	0.00	10,028,621.01
Restricted Fund Balance	2700	0.00	0.00	0.00	0.00
Totals		42,527,080.91	417,635.73	516,014.91	42,433,599.64

Adopted By Board: _____ May 26, 2015

 District Superintendent's Signature

CSH
 5-5-15

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 - April 1, 2015 through April 30, 2015
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
Totals		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	4,898.00	0.00	0.00	4,898.00
Remodeling & Renovations	7400 - 680	0.00	0.00	0.00	0.00
Computer Software	7400 - 690	0.00	0.00	0.00	0.00
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
Totals		4,898.00	0.00	0.00	4,898.00

Adopted By Board: _____ May 26, 2015

 District Superintendent's Signature

EPK
 5-5-15

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 - April 1, 2015 through April 30, 2015
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
Totals		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	28,482.25	0.00	0.00	28,482.25
Remodeling & Renovations	7400 - 680	292,783.75	0.00	0.00	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
Totals		321,266.00	0.00	0.00	321,266.00

Adopted By Board: _____ May 26, 2015

District Superintendent's Signature _____

ESK
5-5-15

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 - April 1, 2015 through April 30, 2015
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
Totals		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	156.00	0.00	0.00	156.00
Remodeling & Renovations	7400 - 680	213,398.34	0.00	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
Totals		213,554.34	0.00	0.00	213,554.34

Adopted By Board: _____ May 26, 2015

 District Superintendent's Signature

EM
 5-5-15

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) - April 1, 2015 through April 30, 2015
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
Totals		36,714,160.91	0.00	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	31,514.81	0.00	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	10,658,449.19	0.00	325,360.00	10,333,089.19
Furniture / Fixtures / Equipment	7400 - 640	1,386,935.96	325,578.50	0.00	1,712,514.46
Motor Vehicles	7400 - 650	689,086.15	0.00	0.00	689,086.15
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	2,688,779.83	4,257.50	0.00	2,693,037.33
Remodeling & Renovations	7400 - 680	7,662,288.77	0.00	4,476.00	7,657,812.77
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	10,028,621.01	0.00	0.00	10,028,621.01
Restricted Fund Balance	2700	0.00	0.00	0.00	0.00
Totals		36,714,160.91	329,836.00	329,836.00	36,714,160.91

Adopted By Board: _____ May 26, 2015

District Superintendent Signature _____

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 5-5-15


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 - April 1, 2015 through April 30, 2015
 Capital Projects

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
Totals		5,273,201.66	0.00	0.00	5,179,720.39
Other Federal Direct	3199	38,079.71	0.00	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	181,281.00	845,116.00
Miscellaneous State Source	3399	35,863.48	0.00	0.00	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	1,307.59	213.73	0.00	1,521.32
Miscellaneous Local Sources	3490	73,157.90	0.00	0.00	73,157.90
Impact Fees	3496	836,397.00	87,586.00	0.00	923,983.00
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	3,239,203.72	87,799.73	0.00	3,327,003.45
Furniture / Fixtures / Equipment	7400 - 640	170,981.81	4,897.91	0.00	175,879.72
Motor Vehicles	7400 - 650	116,953.32	0.00	4,897.91	112,055.41
Land	7400 - 660	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	33,887.00	0.00	0.00	33,887.00
Remodeling & Renovations	7400 - 680	685,778.81	0.00	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	181,281.00	845,116.00
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
Totals		5,273,201.66	92,697.64	186,178.91	5,179,720.39

Adopted By Board: _____ May 26, 2015

District Superintendent's Signature _____


 5-5-15

School District of Indian River County
 Amendment to District School Budget FY 2014-2015
 Amendment # 3. – Capital Projects Fund

Estimated Revenue:

During the period April 1, 2015 through April 30, 2015, there was a net decrease of \$93,481 in Estimated Revenue. This was composed of the following:

1. Reduction of State Charter School Capital Outlay	\$ (181,281)
2. Amendment of interest in Impact Fees to date	214
3. Amendment of Impact Fees received during the period	<u>87,586</u>
Total decrease in Estimated Revenue	\$ <u>(93,481)</u>

Major Changes in Appropriations:

Local Capital Improvement Tax, Florida Statute 1011.71(2)

Decrease budget in Citrus Cafeteria Construction	\$ (325,360)
Increase budget in Citrus Cafeteria Furniture and Equipment	325,360

Other Capital Funds:

Reduction in Transfer to General Fund for reduction in State Charter School Capital Outlay	(181,281)
Amendment of Impact Fees and interest received during the period to Citrus Additional Classrooms	<u>87,800</u>
Total decrease in Appropriations	\$ <u>(93,481)</u>

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

gfb
 5-5-15

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Fellsmere Elementary School

50 North Cypress Street, Fellsmere, FL 32948

Phone 772-564-5970 Fax 772-564-6020

Ramón J. Echeverría
Principal

Kimberly Garcia
Assistant Principal

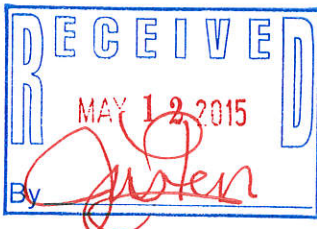
Memorandum

To: Carter Morrison, Assistant Superintendent/Chief Financial Officer
From: Mr. Ramon Echeverria, Principal
Date: May 8, 2015
Subject: Fellsmere Frog Leg Festival Donation

Fellsmere Elementary has received a donation from Fellsmere Frog Leg Festival, Inc. in the amount of \$3000.00 to be used for Art, Music, and PE at Fellsmere Elementary.

Please notify the Board of this donation.

RE/jm



WE EXIST TO ACHIEVE HIGH LEVELS OF LEARNING FOR ALL STUDENTS!

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**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 1st. If the Property Appraiser certifies the tax roll after July 1st, 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 Board Workshop on Budget Priorities and Legislative Conference Report
June 23, 2015 (Tuesday)	1:00 PM	WORKSHOP	Review of the Five Year Capital Outlay Plan & Performance Contracting
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)	9:30 AM	SPECIAL MEETING	Special meeting review the Tentative Budget and Proposed Millage Levy
July 23, 2015 (Thursday)	6:00 PM	SPECIAL MEETING	Superintendent submits a <i>proposed</i> budget to the School Board for approval prior to advertising. School Board approval to advertise the Tentative Budget and Proposed Millage Levy
July 25, 2015 (Saturday)			District staff publishes required tentative TRIM advertisements. <ul style="list-style-type: none"> • Ad must run no later than 29th day • Ad must also include “to adopt” proposed millage of capital outlay with prioritized list of projects
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"> • Hearing must be held 2-5 days after advertisement runs in the newspaper
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"> • This meeting must precede the Final Budget Hearing
September 9, 2015 (Wednesday)			District staff will forward the adopted millage resolution to Property Appraiser, Tax Collector, and the Department of Revenue. <ul style="list-style-type: none"> • This is required by the Department of Education and must be done
September 9, 2015 (Wednesday)			District staff will transmit/submit approved adopted budget, AFR, and Program Cost Report to Department of Education (DOE) <ul style="list-style-type: none"> • Legal due date to the DOE is September 11
October 08, 2015 (Tuesday)			District staff will certify TRIM Compliance to the Department of Revenue and Department of Education <ul style="list-style-type: none"> • This must be done within 30 days of budget adoption

2015-2016 Administrative Salary Schedule - 12 Month

I
Asst. Superintendents
\$112,898

Step

0
1
2
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15

	III	IV	V
	Ex. Directors	Directors	Coordinator
	\$ 81,007	\$ 78,336	\$ 72,996
	\$ 82,222	\$ 79,511	\$ 74,091
	\$ 83,456	\$ 80,704	\$ 75,202
	\$ 84,707	\$ 81,915	\$ 76,330
	\$ 85,978	\$ 83,143	\$ 77,475
	\$ 87,268	\$ 84,391	\$ 78,637
	\$ 88,577	\$ 85,656	\$ 79,817
	\$ 89,905	\$ 86,941	\$ 81,014
	\$ 91,254	\$ 88,245	\$ 82,229
	\$ 92,623	\$ 89,569	\$ 83,463
	\$ 94,012	\$ 90,913	\$ 84,715
	\$ 95,422	\$ 92,276	\$ 85,986
	\$ 96,854	\$ 93,660	\$ 87,275
	\$ 98,306	\$ 95,065	\$ 88,585
	\$ 99,781	\$ 96,491	\$ 89,913
	\$ 101,278	\$ 97,939	\$ 91,262

Specialist	Doctorate	CPA
\$ 1,267	\$ 2,557	\$ 2,557

Confidential/Managerial Salary Schedule				
2015-2016				
	196 Day	196 Day	196 Day	220 Day
Step	CT01	CT02	CT03	CE03
0	\$ 18,339	\$ 20,236	\$ 21,923	\$ 24,663
1	\$ 19,073	\$ 21,046	\$ 22,799	\$ 25,649
2	\$ 19,836	\$ 21,887	\$ 23,711	\$ 26,675
3	\$ 20,629	\$ 22,763	\$ 24,660	\$ 27,742
4	\$ 21,454	\$ 23,674	\$ 25,646	\$ 28,852
5	\$ 22,312	\$ 24,620	\$ 26,672	\$ 30,006
6	\$ 23,205	\$ 25,605	\$ 27,739	\$ 31,206
7	\$ 24,133	\$ 26,629	\$ 28,849	\$ 32,455
8	\$ 25,098	\$ 27,695	\$ 30,003	\$ 33,753
9	\$ 26,102	\$ 28,802	\$ 31,203	\$ 35,103
10	\$ 27,146	\$ 29,955	\$ 32,451	\$ 36,507
11	\$ 28,232	\$ 31,153	\$ 33,749	\$ 37,967
13	\$ 29,361	\$ 32,399	\$ 35,099	\$ 39,486
15	\$ 30,536	\$ 33,695	\$ 36,503	\$ 41,066
17	\$ 31,757	\$ 35,043	\$ 37,963	\$ 42,708
20	\$ 33,028	\$ 36,444	\$ 39,481	\$ 44,416
Degree Supplement				
		196 Day	220 Day	
Associate		\$ 882	\$ 990	
Bachelor		\$ 1,764	\$ 1,980	

Professional/Technical Salary Schedule

Fiscal Year 2015-16

Ten Month

Step	T1	T2	T3	T4	T5	T6	T7
1	\$ 29,770	\$ 32,152	\$ 34,533	\$ 37,213	\$ 39,594	\$ 44,357	\$ 47,930
2	\$ 30,663	\$ 33,116	\$ 35,569	\$ 38,329	\$ 40,782	\$ 45,688	\$ 49,368
3	\$ 31,583	\$ 34,110	\$ 36,636	\$ 39,479	\$ 42,006	\$ 47,059	\$ 50,849
4	\$ 32,531	\$ 35,133	\$ 37,735	\$ 40,663	\$ 43,266	\$ 48,471	\$ 52,374
5	\$ 33,506	\$ 36,187	\$ 38,868	\$ 41,883	\$ 44,564	\$ 49,925	\$ 53,945
6	\$ 34,512	\$ 37,273	\$ 40,034	\$ 43,140	\$ 45,901	\$ 51,422	\$ 55,564
7	\$ 35,547	\$ 38,391	\$ 41,235	\$ 44,434	\$ 47,278	\$ 52,965	\$ 57,231
8	\$ 36,613	\$ 39,543	\$ 42,472	\$ 45,767	\$ 48,696	\$ 54,554	\$ 58,948
9	\$ 37,712	\$ 40,729	\$ 43,746	\$ 47,140	\$ 50,157	\$ 56,191	\$ 60,716
10	\$ 38,843	\$ 41,951	\$ 45,058	\$ 48,554	\$ 51,661	\$ 57,876	\$ 62,538
12	\$ 40,009	\$ 43,209	\$ 46,410	\$ 50,011	\$ 53,211	\$ 59,613	\$ 64,414
15	\$ 41,209	\$ 44,505	\$ 47,802	\$ 51,511	\$ 54,808	\$ 61,401	\$ 66,346
17	\$ 42,445	\$ 45,841	\$ 49,236	\$ 53,056	\$ 56,452	\$ 63,243	\$ 68,336
20	\$ 43,718	\$ 47,216	\$ 50,713	\$ 54,648	\$ 58,145	\$ 65,140	\$ 70,387

Advance Degrees - Paid for degrees ABOVE the minimum required for the position:

	Bachelor	Master	Specialist	Doctorate
	\$ 1,881	\$ 3,153	\$ 4,209	\$ 5,284
T6 & T7 Only	\$ -	\$ 1,273	\$ 2,328	\$ 3,403

Degree values equal 83.33% of 12 month Pro-Tech value

Professional/Technical Salary Schedule

Fiscal Year 2015-16

Eleven Month

Step	E1	E2	E3	E4	E5	E6	E7
1	\$ 32,736	\$ 35,355	\$ 37,974	\$ 40,920	\$ 43,539	\$ 48,777	\$ 52,705
2	\$ 33,718	\$ 36,416	\$ 39,113	\$ 42,148	\$ 44,845	\$ 50,240	\$ 54,286
3	\$ 34,730	\$ 37,508	\$ 40,286	\$ 43,412	\$ 46,191	\$ 51,747	\$ 55,915
4	\$ 35,772	\$ 38,633	\$ 41,495	\$ 44,715	\$ 47,576	\$ 53,300	\$ 57,592
5	\$ 36,845	\$ 39,792	\$ 42,740	\$ 46,056	\$ 49,004	\$ 54,899	\$ 59,320
6	\$ 37,950	\$ 40,986	\$ 44,022	\$ 47,438	\$ 50,474	\$ 56,546	\$ 61,100
7	\$ 39,089	\$ 42,216	\$ 45,343	\$ 48,861	\$ 51,988	\$ 58,242	\$ 62,933
8	\$ 40,261	\$ 43,482	\$ 46,703	\$ 50,327	\$ 53,547	\$ 59,989	\$ 64,821
9	\$ 41,469	\$ 44,787	\$ 48,104	\$ 51,836	\$ 55,154	\$ 61,789	\$ 66,765
10	\$ 42,713	\$ 46,130	\$ 49,547	\$ 53,391	\$ 56,809	\$ 63,643	\$ 68,768
12	\$ 43,995	\$ 47,514	\$ 51,034	\$ 54,993	\$ 58,513	\$ 65,552	\$ 70,831
15	\$ 45,314	\$ 48,940	\$ 52,565	\$ 56,643	\$ 60,268	\$ 67,518	\$ 72,956
17	\$ 46,674	\$ 50,408	\$ 54,142	\$ 58,342	\$ 62,076	\$ 69,544	\$ 75,145
20	\$ 48,074	\$ 51,920	\$ 55,766	\$ 60,093	\$ 63,938	\$ 71,630	\$ 77,399
<u>Advance Degrees - Paid for degrees ABOVE the minimum required for the position:</u>							
		Bachelor	Master	Specialist	Doctorate		
		\$ 2,069	\$ 3,469	\$ 4,630	\$ 5,813		
	E6 & E7 Only	-	\$ 1,400	\$ 2,561	\$ 3,744		
Degree values equal 91.67% of 12 month Pro-Tech value							

Professional/Technical Salary Schedule

Fiscal Year 2014-15

Twelve Month

Step	P1	P2	P3	P4	P5	P6	P7
1	\$ 35,739	\$ 38,598	\$ 41,457	\$ 44,673	\$ 47,532	\$ 53,250	\$ 57,539
2	\$ 36,811	\$ 39,756	\$ 42,700	\$ 46,013	\$ 48,958	\$ 54,848	\$ 59,265
3	\$ 37,915	\$ 40,948	\$ 43,981	\$ 47,394	\$ 50,427	\$ 56,493	\$ 61,043
4	\$ 39,052	\$ 42,177	\$ 45,301	\$ 48,816	\$ 51,940	\$ 58,188	\$ 62,874
5	\$ 40,224	\$ 43,442	\$ 46,660	\$ 50,280	\$ 53,498	\$ 59,934	\$ 64,761
6	\$ 41,431	\$ 44,745	\$ 48,060	\$ 51,788	\$ 55,103	\$ 61,732	\$ 66,703
7	\$ 42,674	\$ 46,088	\$ 49,501	\$ 53,342	\$ 56,756	\$ 63,584	\$ 68,705
8	\$ 43,954	\$ 47,470	\$ 50,986	\$ 54,942	\$ 58,459	\$ 65,491	\$ 70,766
9	\$ 45,272	\$ 48,894	\$ 52,516	\$ 56,591	\$ 60,212	\$ 67,456	\$ 72,889
10	\$ 46,631	\$ 50,361	\$ 54,092	\$ 58,288	\$ 62,019	\$ 69,480	\$ 75,075
12	\$ 48,030	\$ 51,872	\$ 55,714	\$ 60,037	\$ 63,879	\$ 71,564	\$ 77,328
15	\$ 49,470	\$ 53,428	\$ 57,386	\$ 61,838	\$ 65,796	\$ 73,711	\$ 79,647
17	\$ 50,955	\$ 55,031	\$ 59,107	\$ 63,693	\$ 67,770	\$ 75,922	\$ 82,037
20	\$ 52,483	\$ 56,682	\$ 60,881	\$ 65,604	\$ 69,803	\$ 78,200	\$ 84,498
<u>Advance Degrees - Paid for degrees ABOVE the minimum required for the position:</u>							
	Bachelor	Master	CPA*	Specialist	Doctorate		
	\$ 2,257	\$ 3,784	\$ 3,784	\$ 5,051	\$ 6,341		
P6 & P7 only	-	\$ 1,527	\$ 3,784	\$ 2,794	\$ 4,084		
*CPA paid in addition to other degree supplements							

School District of Indian River County Board Discussion Session Salary Adjustment Proposal

Teacher Education Center
April 28, 2015
3:00pm

Superintendent's Board approved 2014-15 Goal

Focus Area – Employee Development and Performance

Vision: To improve equity, efficiency, accountability, and relationships within the organization.

Goal 1. Develop a salary schedule for non-bargaining groups using a model that establishes fair and competitive wages.

Indicator 1. Conduct a salary comparison survey with peer districts.

Indicator 2. Establish a committee to review current status and make recommendations to the Superintendent.

Indicator 3. Recommend a phased implementation plan subject to funding constraints and Board approval.

Superintendent's Board approved 2014-15 Goal

Why this issue?

- Evidence that our non-bargaining salaries are not competitive in the marketplace
- Salary inequity exists between existing employees vs. new hires due to freezing of “step” for 7 years and granting full years of verified experience for new employees

Indicators :

- Difficulty filling non-bargaining vacant positions
- Evidence of employees leaving for higher salaries at other organizations
- Employee morale due to salary inequities between existing and newly hired employees

Parameters:

- Develop a model that provides competitive wages
- Develop a model that permanently eliminates the salary inequities between existing vs. newly hired employees
- Resolve inequities within the constraints of the budget

Superintendent's Board approved 2014-15 Goal

Who are non-bargaining employees? Here is a sample listing:

Administration:

Assistant Superintendents, Principals, Assistant Principals, Directors, Executive Directors – approximately 72 employees

Professional Technical:

Computer Network Analysts, Accountants, Payroll Manager, Computer programmers, Network Administrators – approximately 124 employees

Confidential Managerial:

Administrative Assistants, Food Service Managers, Executive Assistants, Facilities Specialists, Physical Plant Specialists – approximately 59 employees

Total of 255 employees or 12% of the District's workforce

Superintendent's Board approved 2014-15 Goal



Background information and history:

Board currently has approved a salary schedule based on a “step” model. Prior to 2008/09 after another year of experience with the District, employees would move up one slot or “step” on the schedule. HOWEVER, due to the budgetary crisis posed by the Great Recession “steps” were **frozen** for non- bargaining employees in addition to:

Compensation Type	Fiscal Year				Total
	2008-09	2009-10	2010-11	2011-12	
Performance Bonus	\$736,017	\$736,017	\$736,017	\$736,017	\$2,944,068
In-Service incentive	\$193,712	\$193,712	\$193,712	\$193,712	\$774,848
6 paid holidays (2.46%):					\$0
District Administration		\$63,342	\$63,835	\$60,458	\$187,635
Principals		\$59,774	\$60,239	\$57,052	\$177,065
Professional Technical (Dist)		\$110,592	\$111,452	\$105,556	\$327,600
Professional Technical (Schools)		\$12,506	\$12,603	\$11,936	\$37,045
Confidential Managerial (Dist)		\$31,579	\$31,825	\$30,141	\$93,545
Confidential Managerial (Schools)		\$25,402	\$25,600	\$24,246	\$75,248
Reduction in Calendar Months for Assistant Principals	\$313,175	\$313,175	\$313,175	\$313,175	\$1,252,700
5% Pay Cut			\$647,860	\$613,587	\$1,261,447
Board 7.5% salary reduction		\$8,014	\$18,628	\$17,643	\$44,285
Grand Total of cuts to non-bargaining groups	\$1,242,904	\$1,554,113	\$2,214,946	\$2,163,523	\$7,175,486

Source: District Budget Books 2008/09-2011/12

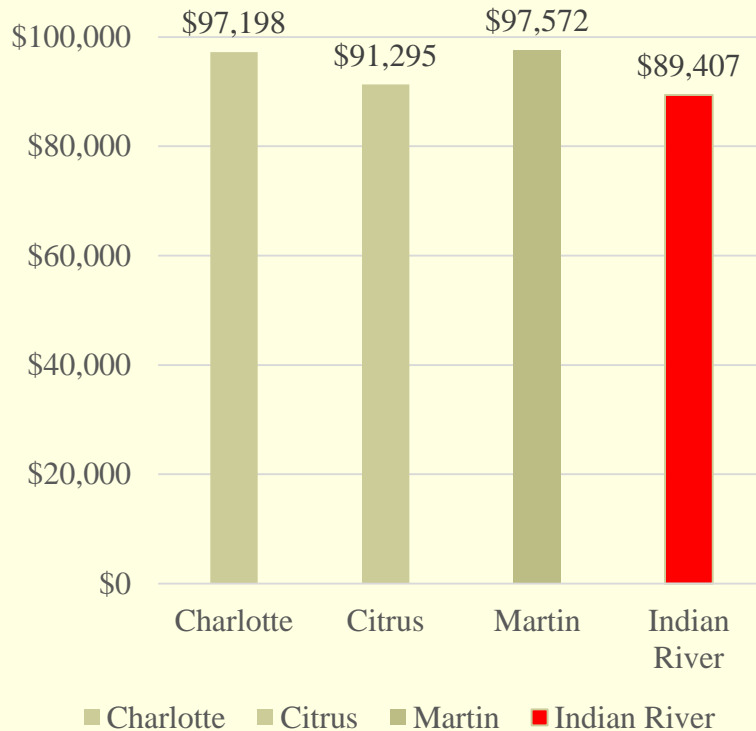
Result of “Freezing of steps”

Example of current step schedule			Disparity
HS Principal	Salary		Notes
Step			
0	\$84,655		Current employee frozen here
1	\$85,925		
2	\$87,214		
3	\$88,522		
4	\$89,850		
5	\$91,198		
6	\$92,566		
7	\$93,954		New hire placed here

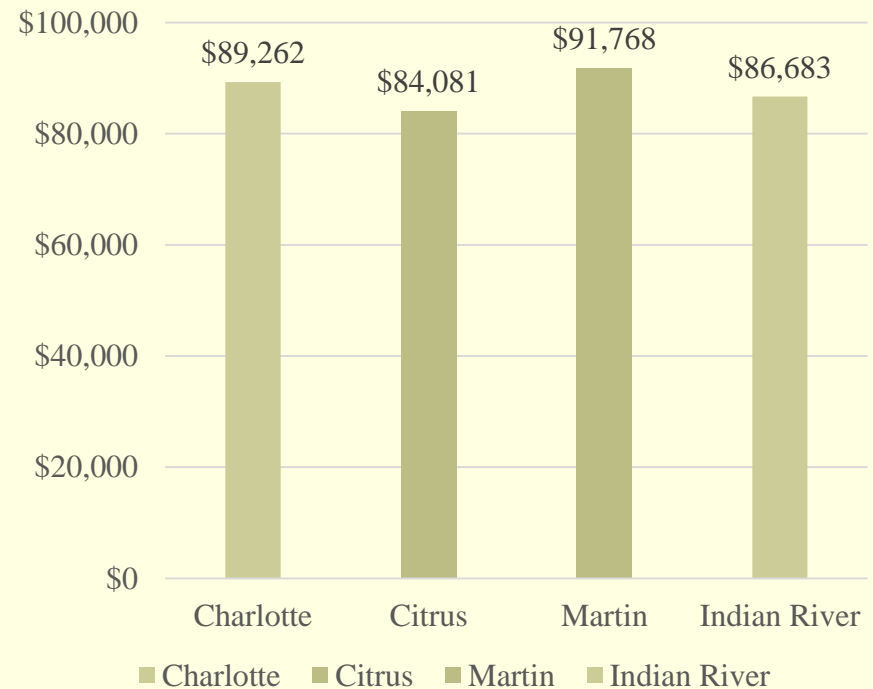
Above table shows that an employee new to the district may obtain all years of experience thus placing them on a higher step, while employees who have worked with the district for the last 7 years remain frozen

LIKE-SIZED DISTRICT COMPARISON (SALARY AVERAGES)

Principal - High School

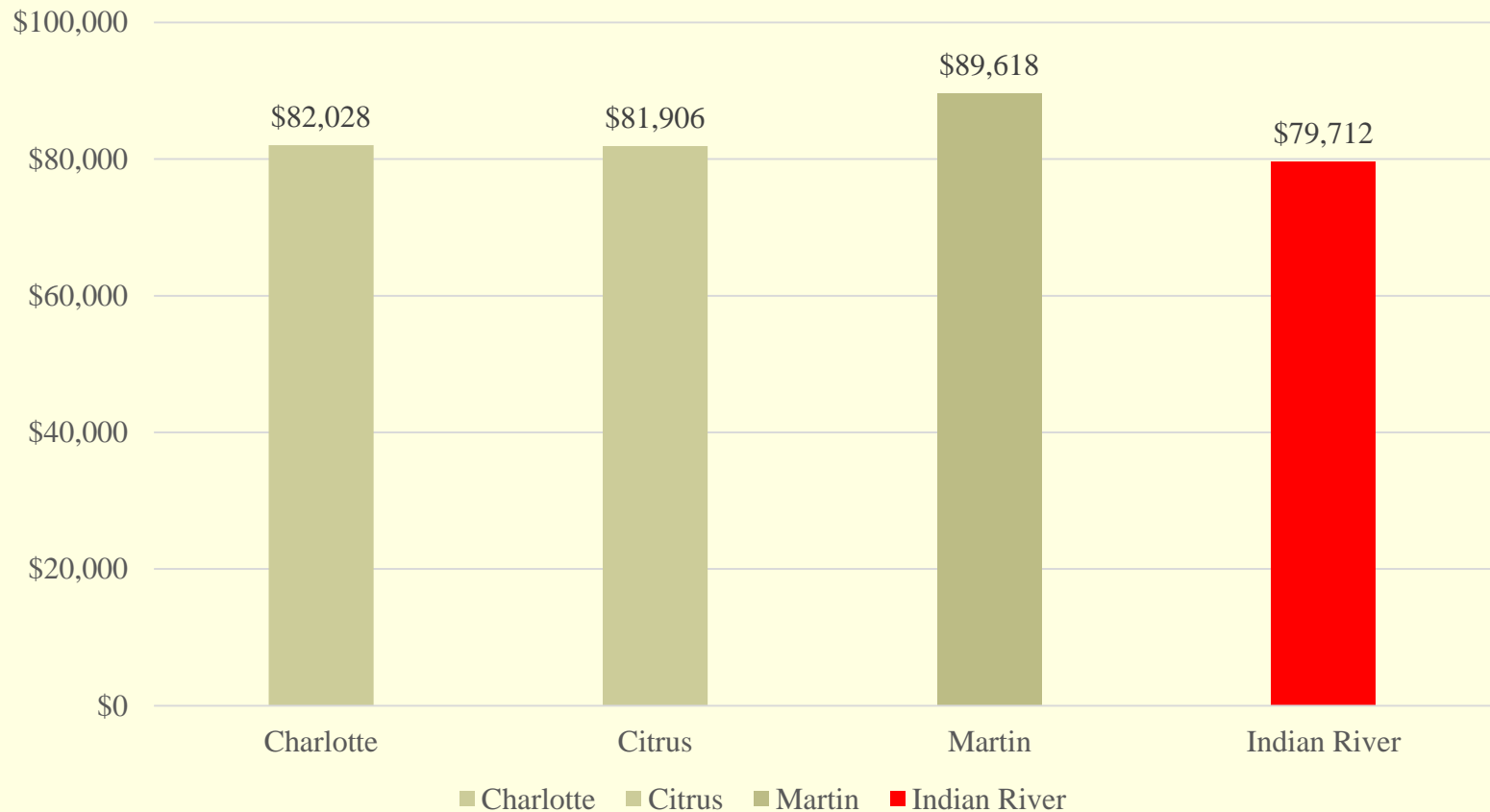


Principal - Middle/Jr. High School



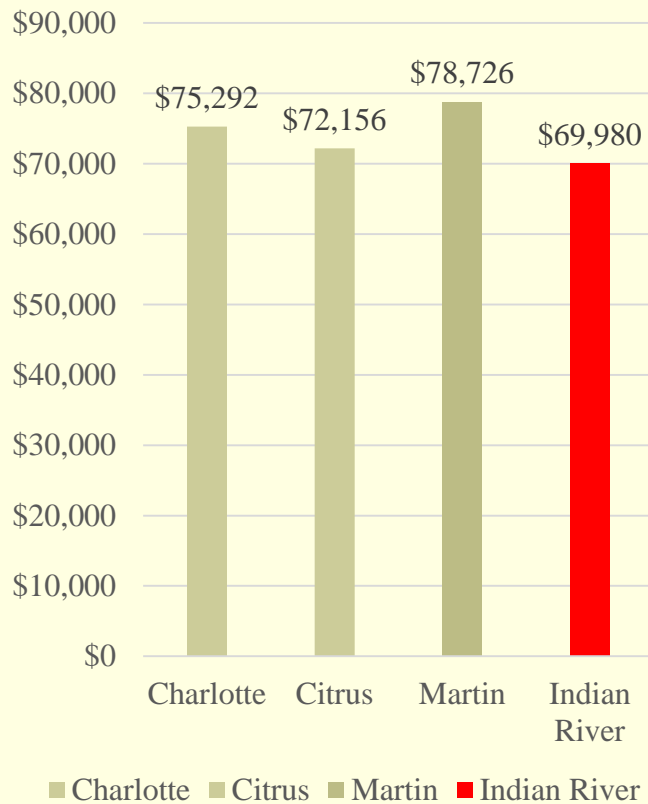
LIKE SIZED DISTRICT COMPARISON (SALARY AVERAGES)

Principal -Elementary School

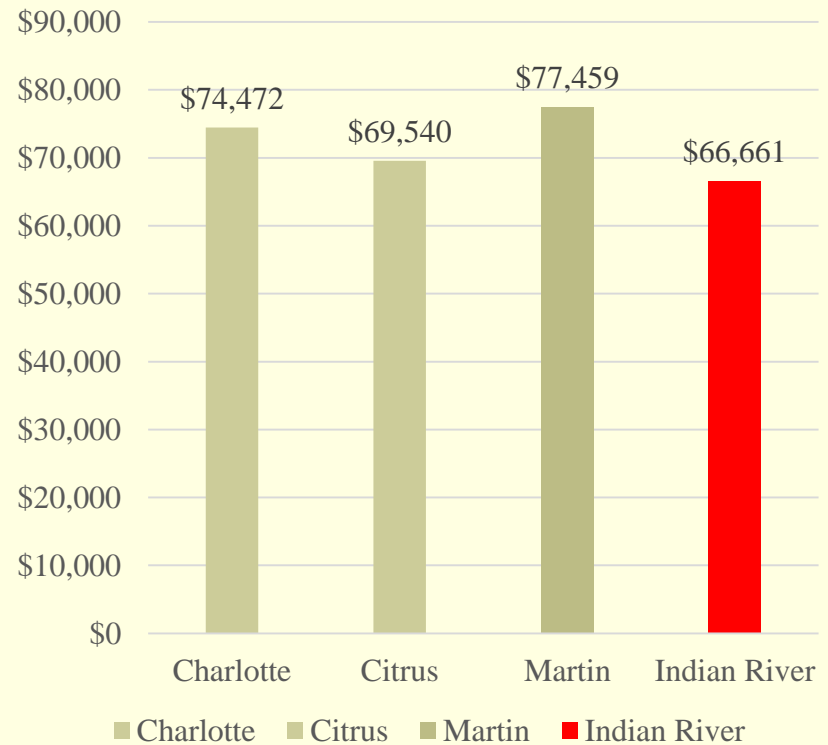


LIKE SIZED DISTRICT COMPARISON (SALARY AVERAGES)

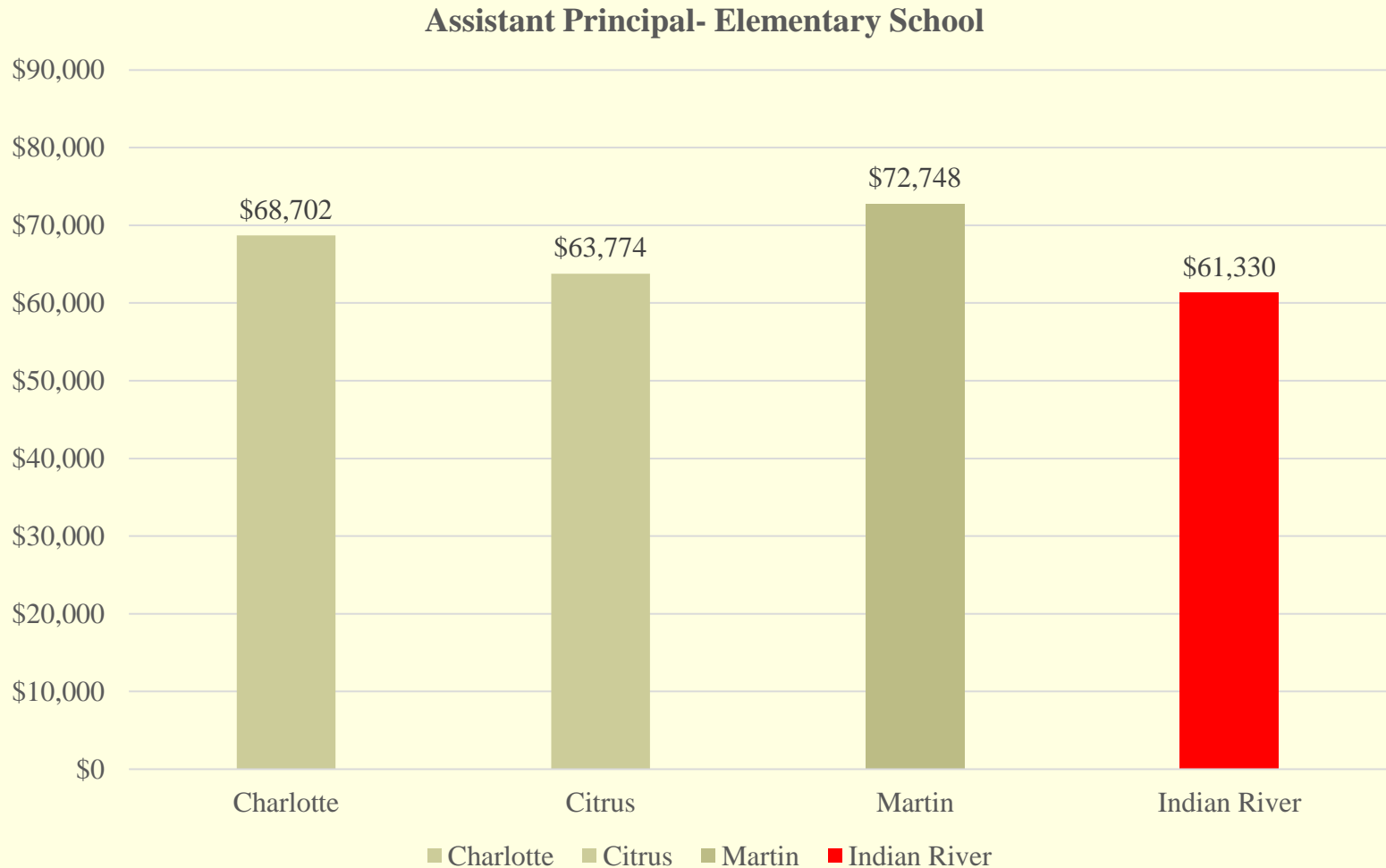
Assistant Principal- High School



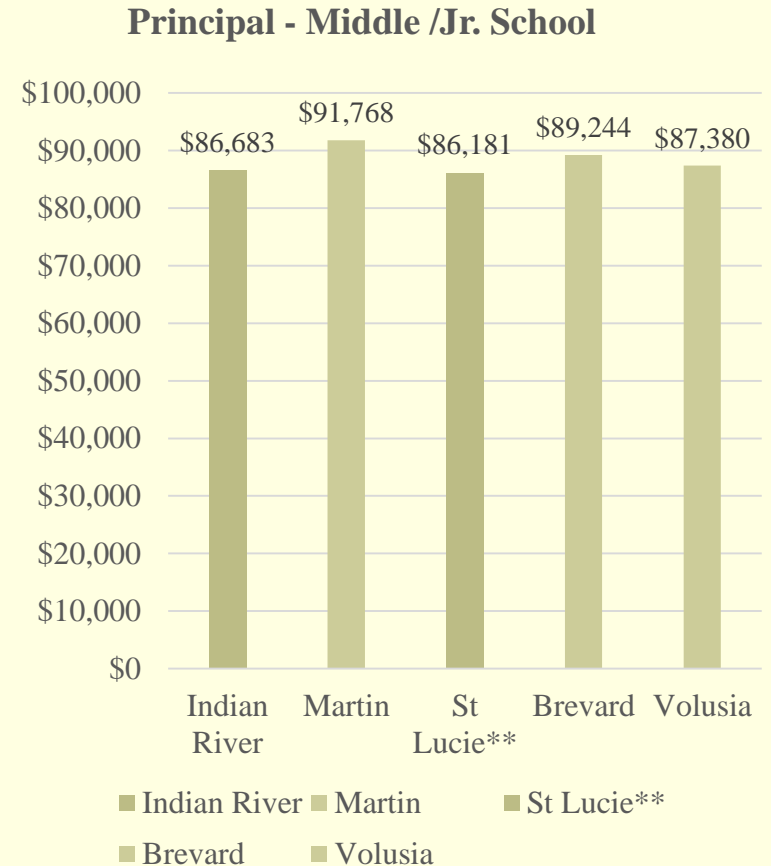
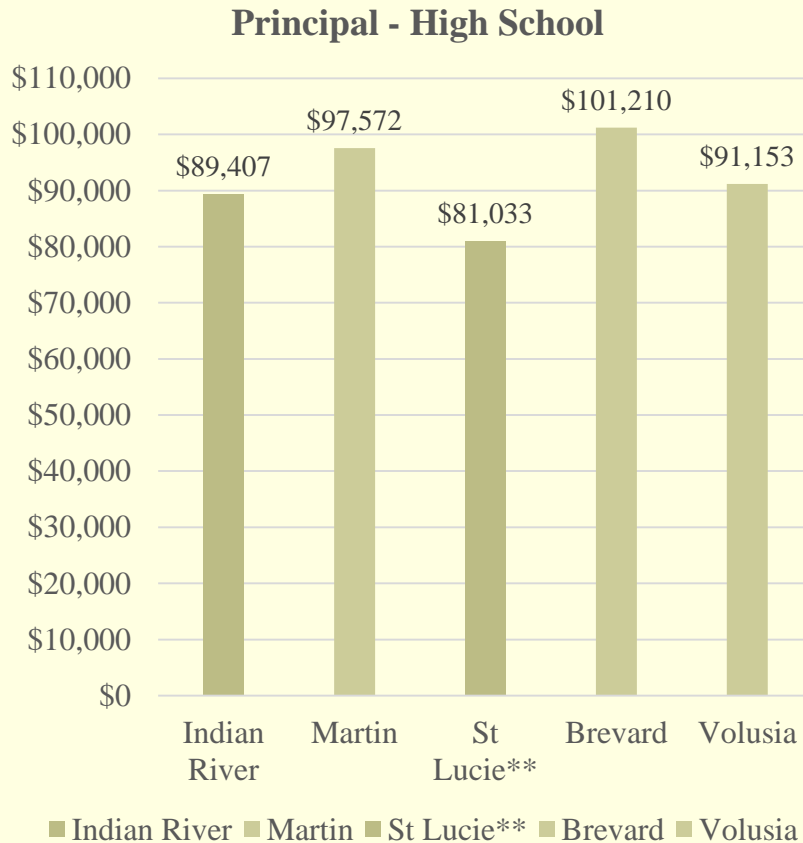
Assistant Principal- Middle/Jr. School



LIKE SIZED DISTRICT COMPARISON (SALARY AVERAGES)

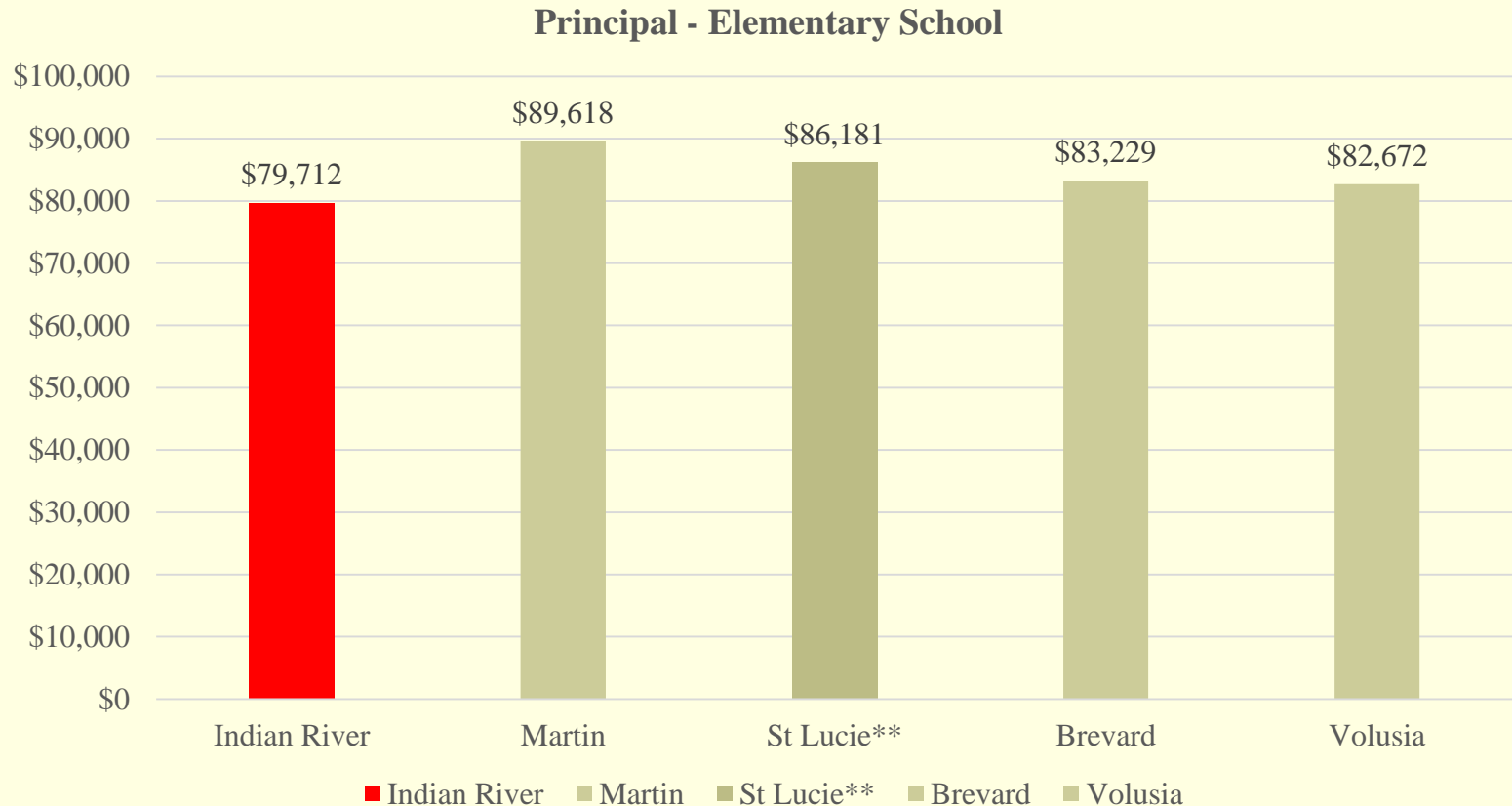


CONTIGIOUS DISTRICTS COMPARISON (SALARY AVERAGES)



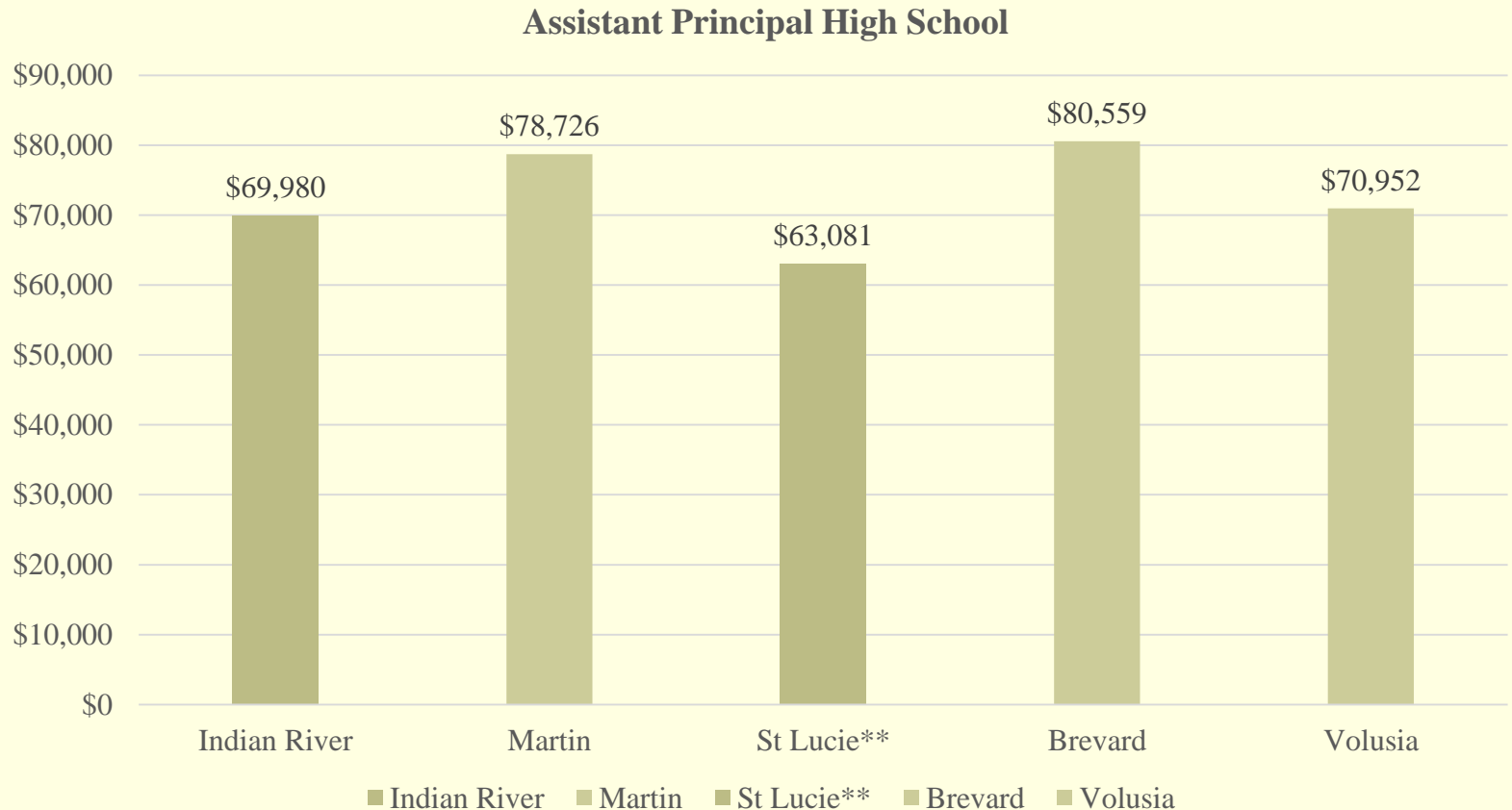
** St Lucie County DSB adds complexity factors to base salary, e.g. school size

CONTIGIOUS DISTRICTS COMPARISON (SALARY AVERAGES)



** St Lucie County DSB adds complexity factors to base salary, e.g. school size

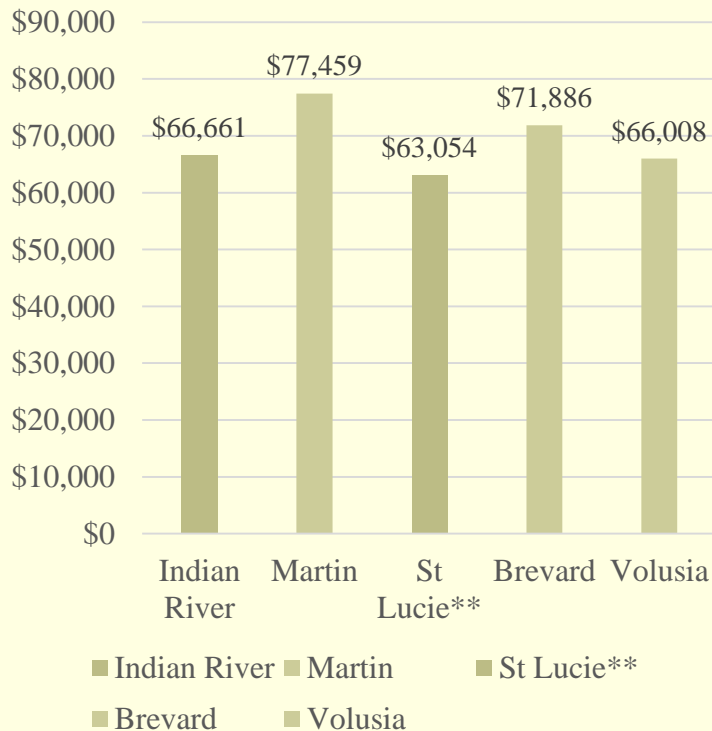
CONTIGIOUS DISTRICTS COMPARISON (SALARY AVERAGES)



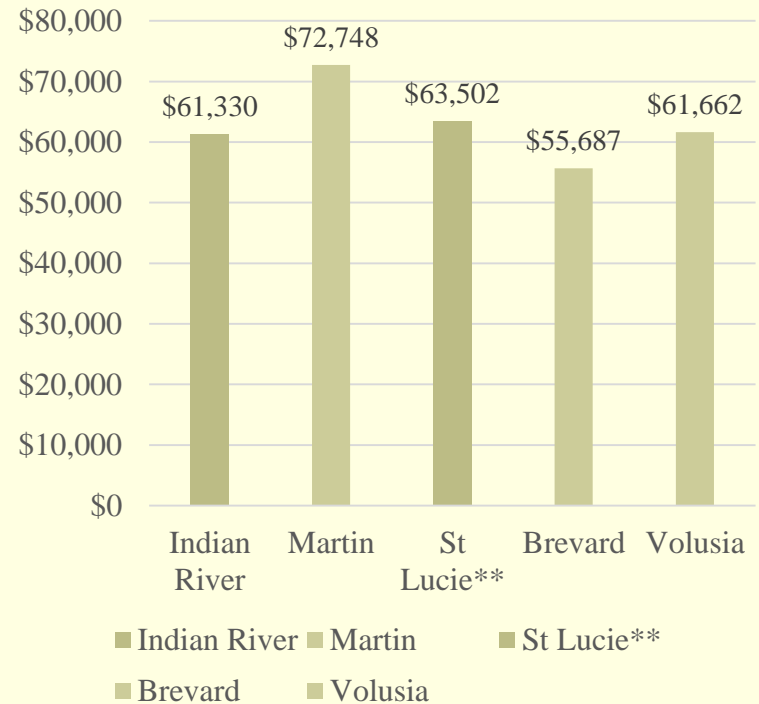
** St Lucie County DSB adds complexity factors to base salary, e.g. school size

CONTIGIOUS DISTRICTS COMPARISON (SALARY AVERAGES)

Assistant Principal Middle/Jr. School



Assistant Principal Elementary School



** St Lucie County DSB adds complexity factors to base salary, e.g. school size

Summary Research Results- Ranking

Like Size Districts						
District	Principal- HS	Principal- Middle	Principal - Elementary	AP- High	AP Middle Schl	AP - Elementary
Charlotte	2	2	2	2	2	2
Citrus	3	4	3	3	3	3
Martin	1	1	1	1	1	1
Indian River	4	3	4	4	4	4
Contiguous Districts						
Martin	2	1	1	2	1	1
St. Lucie**	5	5	2	5	5	2
Brevard	1	2	3	1	2	5
Volusia	3	3	4	3	4	3
Indian River	4	4	5	4	3	4

Like Sized Districts:

Ranking: 1 = highest paid

4 = lowest paid

Contiguous Districts:

Ranking: 1 = highest paid

5 = lowest paid

**SLCSB excludes complexity factors

Recommendation - eliminating the step schedule

Salaries for HS, MS and Elementary School Principals would now become indexed to a specific salary amount. Based on comparative study we propose to eliminate the step schedule and establish a set competitive salary

Position	High School	Middle School	Elementary School
Principal	\$96,800	\$90,000	\$87,800
Assistant Principal	\$75,000	\$72,000	\$68,000

Recommendation : Approve proposed revision to current salary schedules to reflect fixed salary amounts for School Based Administrators – (Principals and Assistant Principals) to reflect proposed adjustments for competitive salaries retroactive to first day of 2014/15 contract.

❖ **Approximate cost to the General Fund = \$377,128**

Other Recommendation

Approve proposed revision to salary schedules to reflect a 2% across the board salary increase for all non-bargaining groups (excluding Principals and Assistant Principals) retroactive to first day of 2014/15 contract:

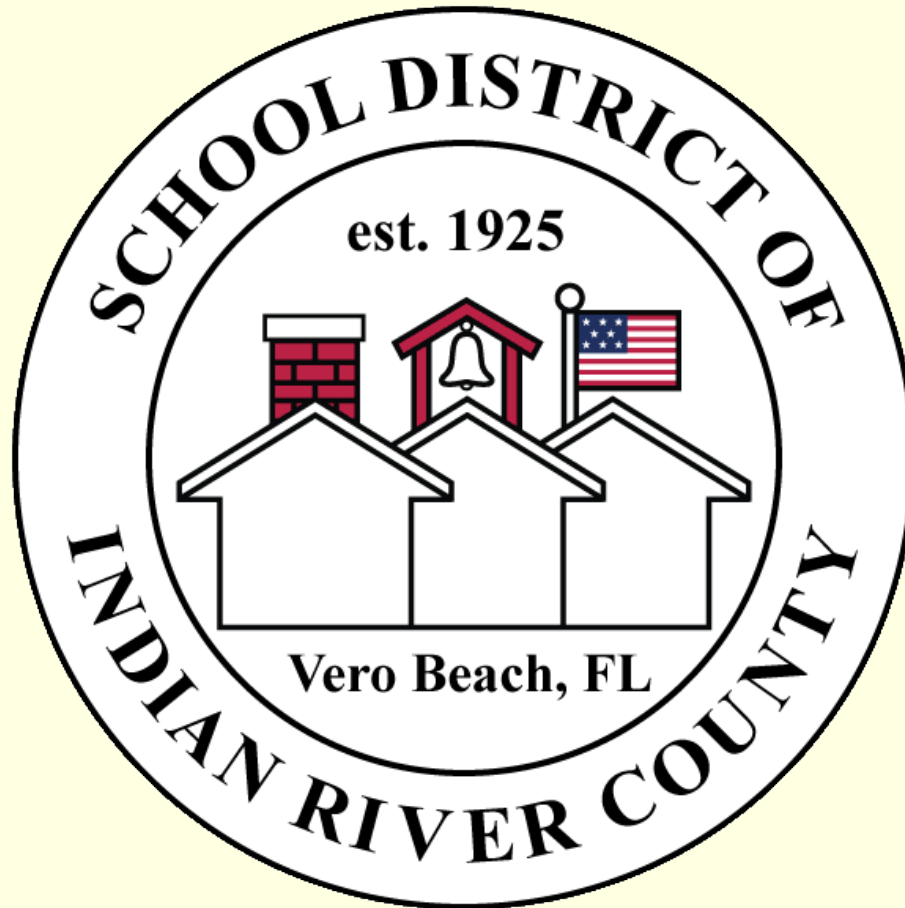
❖ **Approximate cost to the General Fund - \$189,843**

Note: Current salary study being conducted for Professional Technical and further study next year for other non-bargaining employees.

Summary of proposals and cost for recommendations? (INCLUDING BENEFITS)

	Fiscal year
DESCRIPTION	Amount
Current Salary Lapse	\$1,077,589
Pending Budget Impactors: GENERAL FUND ONLY	
Projected sub cost above budget allocation	(\$243,689)
CWA 2% Salary increase Bargaining proposal	(\$266,929)
Proposed 2% non-bargaining salary increases (excluding Principals and A/P's)	(\$189,843)
Proposed elimination of step schedule and implementation cost to index Principals and A/P's	(\$377,128)
Total 2014/15 Estimated Budget Impactors	(\$1,077,589)
Balance remaining after all impactors	\$0

Board Discussion and feedback



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VERO BEACH HIGH SCHOOL

1707 16th Street, Vero Beach, Florida 32960

Mr. Shawn O'Keefe, Principal

4/14/2015


Dear Dr. Adams,

Pursuant to School Board Rule 7250 Commemoration of School Facilities "Existing and New Facilities", if you would, please bring this proposal forwards to our School Board. According to board rule, the proposal comes from our "Name Selection Team" made up of the required cross section of members of our community who on this 10th anniversary year of the Vero Beach High School Performing Arts Center, recommend that the auditorium in the PAC be named "The James M. Sammons Auditorium". As stated by the committee, "The reason for this proposal is the tremendous impact Jim Sammons has had on the music program not just at Vero Beach High School, but throughout the county and state."

Included in the attached proposal, you will find some of the details of Jim's career, the committee members with their roles/titles and signatures as required to forward this proposal.

I thank you all for your consideration as Principal and member of the name selection committee.

Sincerely,



Shawn O'Keefe

Principal

Vero Beach High School

772-564-5511

Shawn.okeefe@indianriverschools.org



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! "

March 23, 2015

Dear Superintendent Adams and Indian River County School Board,

The following proposal comes from a "Name Selection Team" made up of a cross section of members of our community who, on this 10th anniversary year of the Vero Beach High School Performing Arts Center, recommend that the auditorium in the PAC be named "The James M. Sammons Auditorium". The reason for this proposal is the tremendous impact Jim Sammons has had on the music program not just at Vero Beach High School, but throughout the county and the state.

Here are a few highlights of his career and accomplishments. Mr. Sammons is currently in his 34th year as Director of Bands at Vero Beach High School. During his tenure, all areas of the Vero Beach High School Band, including concert, marching, jazz, auxiliary, and percussion have received consistent "Superior" ratings at both the Florida Bandmasters District and State Music Performance Assessments. In fact, he holds the state record for the most "Superior" ratings of any currently active band director in the state.

In addition to his duties as Director of Bands at VBHS, he serves as Chairman of the VBHS Performing Arts Department and Coordinator of Instrumental Music (south area) for the Indian River County Schools.

In the late 1990's, Mr. Sammons was key in advocating the start of the orchestra program at VBHS, which is now, like the other bands, a superior orchestra under the direction of Mr. Matt Stott.

Over 10 years ago, he was instrumental in the drive to construct the VBHS Performing Arts Center and was the key onsite faculty advisor in the design and construction phases of both the performing arts class room building from 2000-2002 and the PAC from 2003 until completion and dedication in 2005.

In November 2014, Mr. Sammons was elected and inducted into the Florida Bandmasters Hall of Fame, one of only 14 living members out of a total of 42 in the entire 80 year history of the Florida Bandmasters Association.

These are only some of the highlights of the incredible accomplishments this fine man has brought to not only Vero Beach High School, but to our county and our state, which we feel make him more than worthy of this

recommendation of naming the auditorium in his honor.

We feel naming the auditorium "The James M. Sammons Auditorium" (as we have "The Billy Livings Field" in the Citrus Bowl, and "The John Witt Gymnasium" in the high school) would be most fitting because of the tremendous positive impact he has had on the many, many hundreds of students who are now successful adults in all areas of life: music, medicine, education, business, the military, and more. Talk to any of these former students and they will give a lot of credit for their success to Jim Sammons and to being a part of this wonderful Band of Indians.

Many thanks for your consideration and approval of this proposal.

Sincerely yours,

The "Name Selection Team"

R. Mark L. Powell

Rev. Al 'god' Dahl

Cesli A. Steil

Wesley Davis

J. J. Smith

Paul A. King

Elizabeth Simons

Katie Knappman,

[Signature]

W. A. Staff

Jill Wasson

Alma Lee Loy

C. Joyner
[Signature]

Name Selection Team: "The James M. Sammons Auditorium"

Richard Cornell; Red, White and Blue Producer 20+ years.

Rev. A.C. 'Jack' Diehl III; Sr. Pastor, Our Savior Lutheran Church, former band booster president.

Leslie Steil; VBHS PTSA Secretary.

Wesley Davis; Indian River County Commissioner, Chairman.

Jeffrey Smith; Clerk of the Court, Indian River County, former band booster president.

Jason Shaver; Former band member, current band parent.

Elizabeth Simons; Band member, student.

Katie Knappman; Band Parent.

Lindsay Alexander; Head Drum Major, VBHS Student Body Secretary.

Dr. Dennis Saver; Former band parent.

Matt Stott; Director of VBHS Orchestra.

Jeff Krasnow; VBHS Student President PTSA and Student Government Association Vice President.

Alma Lee Loy; "First Lady" of Vero Beach. :-)

Cindi Jorgenson; VBHS SAC Team.

Shawn Okeefe; Principal VBHS

Biography

James M. Sammons is currently in his thirty-fourth year as Director of Bands at Vero Beach High School where he has served since 1980. Mr. Sammons is a native of Colquitt, Georgia and graduated from Miller County High School in 1972. He received his Bachelor of Music Education from Troy University in 1976 and was a member of the famed "Sound of the South" Band under the direction of Dr. John M. Long.

Mr. Sammons is a life member of the Florida Bandmasters Association, serving the FBA for eighteen years in a variety of positions at the district and state level including District Secretary, District Chairperson, Solo and Ensemble Chairperson. Mr. Sammons served as President of the Florida Bandmasters Association from 1996-1998. He is also a member of the Florida Music Educators Association, the National Association for Music Education, the American School Band Director's Association, and the National Band Association. In November 2014, Mr. Sammons was elected and inducted into the Florida Bandmasters Hall of Fame, one of only 14 living members out of a total of 42 in the entire 80 year history of the Florida Bandmasters Association.

Mr. Sammons began his career at Goshen High School in Goshen, Alabama (1974-1976) as Director of Bands (including all instrumental activities, grades 4 through 12) while completing his undergraduate studies at Troy University. During his tenure with the Goshen High School Band, the band appeared at the Alabama Bandmasters Association State Concert Festival for the first time in school history. From 1976-1980, Sammons served as Director of Bands at Walton High School in DeFuniak Springs, Florida. The Walton High School Band consistently received superior ratings at both marching and concert band festivals and appeared at the Florida Bandmasters Association State Concert Festival on three occasions, the first such appearances by the band in over 25 years. In 1980, Mr. Sammons, his wife, and son, moved to Vero Beach, Florida where he would serve as Director of Bands at Vero Beach High School to present. From 1974 until her passing in 1995, he taught alongside his wife Sheila K. Sammons, collaborating and working together throughout all aspects of the band program.

Mr. Sammons is an active adjudicator and clinician for state and national events. He has been recognized as the Indian River County *Teacher of the Year* and has received *Official Proclamations and Citations* from the City Council of Vero Beach, the Indian River County Board of Commissioners, the Veterans Council of Indian River County, the Legislature of the State of Florida on two occasions, the Office of the Governor of the State of Florida on two occasions, and received a letter of recognition from the office of the President of the United States, George W. Bush. He has been awarded the *Citation of Excellence* (3) from the National Band Association and the Southeastern United States Concert Band Clinic (2). Mr. Sammons has received the *Principal's Award for Excellence* (3) from Vero Beach High School. Additionally he has been recognized numerous times at the Annual Academic Awards Ceremony by a top 10% seniors.

During his tenure as Director of Bands, all areas of the Vero Beach High School Band including concert, marching, jazz, auxiliary, and percussion have received consistent

"Superior" ratings at the Florida Bandmasters District and State Music Performance Assessments. Since his arrival the band program has grown from 70 members to 220. The program has earned "Superior" ratings at the FBA State Music Performance Assessment consecutively since 1988. Additionally, the band has made appearances at the National Band and Orchestra Festival in Carnegie Hall, the Southeastern U.S. Concert Band Clinic, the College Band Directors National Association, the Southern Music Conference, NAFME Southern Division Conference, Florida Music Educators Convention, University of Florida Invitational Band Clinic, University of South Florida Festival of Winds, University of Georgia Honors Band Festival and the Stetson University Honors Festival. In 2013, multiple concert and percussion ensembles performed at the Music for All National Concert Festival in Indianapolis, Indiana. The Symphony Band will perform in February 2015 at the University of South Carolina at the USC Honors Band Clinic and Festival representing the State of Florida. Mr. Sammons and the VBHS Band were featured in the Florida Music Educators Journal in October 2013 and in the National School Band and Orchestra Magazine in March 2014.

The band has also made appearances at the Tournament of Roses Parade, Macy's Thanksgiving Parade, Cherry Blossom Parade, Cotton Bowl, Orange Bowl, Fiesta Bowl, the World's Fair and in Hawaii aboard the USS Missouri, Pearl Harbor.

Mr. Sammons holds the State of Florida record for the most "Superior" ratings of any currently active band director in the state (34 consecutive years marching festival, 33 consecutive years district concert band and Jazz band festival, and 30 years state concert festival).

In addition to his duties as Director of Bands at Vero Beach High School, he serves as Chairman of the VBHS Performing Arts Department and Coordinator of Instrumental Music (south area) for the Indian River County Schools.

Mr. Sammons was key in advocating the start of the orchestra program at VBHS initiating the first public school string orchestra class in Indian River County in the late 1990's, nurturing the program through the developmental stages until a full program was established at VBHS and Oslo Middle School in 2001. He was also instrumental in the drive to construct the Vero Beach High School Performing Arts Center advocating for the facility for years prior to the construction of the building. Mr. Sammons was the key onsite faculty advisor in the design and construction phases of both the performing arts class room building from 2000-2002 and the performing arts center from 2003 until completion and dedication in 2005.

Of his many accomplishments, perhaps the most rewarding are the former students who serve their communities and country in a diverse array of professions, especially those serving in the military services, music directors, performers and conductors at all levels of education and professionally at the national and international level.

Return to:
City Attorney
City of Vero Beach
Courthouse Box 40
P.O. Box 1389
Vero Beach, FL 32961-1389

REVISED AND RESTATED JOINT FIBER OPTICS PROJECT INTERLOCAL AGREEMENT

This Revised and Restated Joint Fiber Optics Project Interlocal Agreement ("Agreement") is made and entered into as of the _____ day of _____ 2015 ("Effective Date") by and among the School Board of Indian River County, Florida ("School District"), Indian River County ("County"), and the City of Vero Beach ("City"). The School District, County, and City are also referred to individually herein as a "member" and collectively as "members" or the "CONSORTIUM."

WHEREAS, the individual members of the CONSORTIUM previously recognized the need for a fiber optics network joining their facilities throughout the City of Vero Beach and Indian River County for the transmission of voice and data; and

WHEREAS, recognizing this need and the ability of cities, counties, and school districts to enter into interlocal agreements pursuant to section 163.01, Florida Statutes, in order to make the most efficient use of their respective powers for their mutual advantage, the CONSORTIUM entered into that certain Joint Fiber Optics Project Interlocal Agreement in 1999 ("1999 Agreement") which established joint use of a fiber optics network by the members and established policies for its use; and

WHEREAS, the members continue to have a demonstrated need for a fiber optics network and each member owns and maintains certain assets which render such a network cost-effective and beneficial for the members; and

WHEREAS, the members desire to revise and restate the 1999 Agreement in order to update its terms as set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the members agree as follows:

SECTION 1. Mission Statement.

The purpose of this Agreement is to create and maintain a fiber optics network that can be utilized for the mutual benefit of the CONSORTIUM to provide communications cost-effectively and/or new applications which are not possible without the development and maintenance of such a network and to provide the policies and terms for use and maintenance of the network.

SECTION 2. Definitions.

Fiber Optics Network ("NETWORK") - The cable, associated fibers, splice enclosures, and all other related equipment located throughout Indian River County constructed, installed, and maintained by the members for use by one or more members and authorized third-parties.

License Agreement – An agreement entered into by one or more members with another member or a third-party for use of NETWORK fiber/facilities by such other member or third-party.

Licensee – A member or third-party authorized to use NETWORK fiber/facilities pursuant to a License Agreement.

Reconciliation – Dissemination and sharing of sectionalization, ownership, and locational information; discussion of administration, operations, and maintenance of the NETWORK; discussion of fiber licensing and License Agreements; reconciliation of funds owed to or by each member(s); and discussion of other pertinent topics concerning the NETWORK by the respective Staff of each member.

Staff – The employee(s) of each respective member charged by such member with the duties of day-to-day administration and operations associated with the NETWORK for such member.

SECTION 3. NETWORK Administration.

Staff shall be responsible for the routine, day-to-day administration of the NETWORK and Reconciliation whenever there are additions or deletions to the NETWORK or transfer of ownership of any part of the NETWORK, entering into License Agreements, or otherwise at least annually by June 30 of each year. The governing body of each member shall retain authority for final approval (pursuant to its own policies and procedures) of: (a) its anticipated purchases related to the NETWORK; (b) any contracts and agreements for the development, operation, maintenance, or use of the NETWORK, such as, but not limited to, construction, maintenance or service contracts; attachment agreements; license agreements; or leases; (c) each Reconciliation; (d) sale of the member's ownership or other interest in the NETWORK or any portion thereof; and (e) election to abandon any portion of the NETWORK or to withdraw from or terminate this Agreement.

SECTION 4. Ownership of NETWORK and Licensing to Members.

The NETWORK shall be jointly owned by all members to the extent that they have contributed funding for a specific number of fibers during the initial or subsequent construction. Each member's ownership percentage in the NETWORK shall vary according to the percentage of fibers it has funded or otherwise purchased in each section of the NETWORK according to the sectionalization of the NETWORK as provided for herein. Each member shall keep accurate records of its ownership interests and asset locations in the NETWORK and shall report on and provide said records to

the other members at each Reconciliation in order to reconcile each member's ownership of the NETWORK, provide consistency in the members' records, and to ensure compliance with applicable rules, regulations, laws, and policies governing the custody and accountability of public assets. Each member shall take appropriate steps to protect information regarding the NETWORK and not divulge critical infrastructure information to non-essential third-parties as is provided for in the Code of Federal Regulations, Title 6, Domestic Security, Part 29, Protected Critical Infrastructure Information, and as is exempted from disclosure under Florida's public records law in Florida Statutes Chapter 119.071(3)(a).

A member may sell all or a portion of its ownership interest in the NETWORK or specific fiber(s) to one or more other members. Any such sale shall be only in full section increments consistent with the most recent sectionalization or, if necessary due to changes, an updated sectionalization pursuant to a new Reconciliation. The purchase price for such ownership interest in the NETWORK or specific fiber(s) shall be calculated pursuant to the total cost to the selling member for the ownership interest being sold, including original installation plus subsequent investment. The method and timing of payment of compensation for such transferred ownership interest shall be as agreed by the affected members. Upon full payment to the selling member for the fiber sold, the apportionment of member ownership in each affected section shall be adjusted by Reconciliation to appropriately reflect the transfer in ownership. Thereafter, all calculations regarding apportionment of revenue and expenses shall be based on the recalculated percentage of ownership of each member.

As an alternative to sale and transfer of ownership, a member may enter into a License Agreement for use of its fiber by one or more other members where such members do not have a fiber ownership interest in a particular section sufficient for the member's needs. The terms of any such License Agreement shall be as agreed between the affected members. Whenever such licensed fiber is to be retired or replaced, the member(s) using the licensed fiber shall be provided an opportunity to participate in the fiber replacement or to assume ownership of the fiber to be retired as agreed between the affected members.

SECTION 5. Contribution of Use of Member Assets.

In order to make the NETWORK a financially feasible project, the members recognize the need to provide without charge to other members the use of certain existing infrastructure and assets for NETWORK establishment and operation. Such assets shall include but are not limited to member-owned utility poles and related assets, conduit crossing various roadways, and publicly dedicated rights-of-way within the jurisdiction of and maintained by members. Infrastructure owned by a single member shall not under any circumstances become or be deemed property owned by the CONSORTIUM or jointly-owned by its members, except as may be otherwise provided in this Agreement and agreed between or among the governing bodies of each member.

Upon the termination of participation or withdrawal of a member from this Agreement, any such infrastructure or assets of the terminating/withdrawing member the use of

which was contributed to the NETWORK shall remain in service if continuation is necessary for the NETWORK. However, the withdrawing member may charge for use of such assets, which charges shall be consistent with the amount charged similar customers for like usage. Such costs shall be paid by the remaining members in proportion to their revised ownership interest in the NETWORK.

Notwithstanding the foregoing or any other provision of this Agreement, any member may, in its sole discretion, sell or dispose of all or any part its infrastructure or assets the use of which was contributed to the NETWORK so long as such sale or disposal shall not cause an interruption in operation or use of the NETWORK. However, the disposition of a member's assets to a third-party which results in the institution of charges to the CONSORTIUM or any member for use of such assets shall not be deemed an interruption in operation or use of the NETWORK and shall be permitted.

SECTION 6. NETWORK Use.

Each member may use its NETWORK fibers for any purpose and in any manner it desires so long as such use does not interfere with the fair and reasonable use of the NETWORK by the other members and licensed third-parties, individually or collectively. Nothing in this Agreement shall preclude a member from licensing its own fiber or capacity to third-parties so long as it is in accordance with all applicable laws and regulations and not in conflict with this Agreement.

SECTION 7. Sectionalization, Apportionment, and Fiber Allocation.

A. Sectionalization and Apportionment.

In addition to the other reporting requirements provided herein, in order to accurately apportion the revenues that may be derived from the NETWORK, as well as the costs associated with its operation and maintenance, each unique section of the NETWORK shall be identified with information that will enable determination of the proportion of each member's ownership interest in the NETWORK and each member's corresponding percentage share in revenues and costs. The distance measurement to be used for apportionment shall be Fiber KiloFeet (FKF). The apportionment of member ownership in a NETWORK section shall be based on the number of fibers each member owns in the particular section.

At Reconciliation, a unique section shall be assigned or appropriately modified for each portion of the NETWORK whenever there has been a change in the size, year of placement, structure, or ownership from the preceding Reconciliation. Unless otherwise agreed by Staff, miscellaneous items associated with a section, minor variations within the section, or minor changes made to the section after it is originally established need not be a consideration in the identification of sections. For example, if in 1999 a particular span of 36 fiber cable placed in 1985 is damaged and that one span of fiber optic cable is replaced with a piece of 72 fiber cable that was available on hand, the appropriate footage, year of placement, method of placement, size, etc. for such

replacement may be recorded in the NETWORK location records, but it will not be absolutely necessary to re-sectionalize the NETWORK to account for that one span that is modified.

If, however, changes of a significant nature are made to a section of the NETWORK, it may be advantageous to re-sectionalize that portion of the NETWORK. For example, if a large office complex is being established midway in one of the sections of the NETWORK and two thousand five hundred feet (2,500') of the pole line supporting the fiber optic cable will have to be placed closer to the office complex property line and it is determined that one of the customers in the complex will be leasing fiber so the size of the fiber optic cable is increased from thirty-six (36) to seventy-two (72) fibers, then a new section of NETWORK should be established and the old section of the NETWORK that has now been divided will be adjusted appropriately.

The purpose of the sectionalization and apportionment process is for planning, routing, and cost/revenue sharing and is not meant to be an accounting tool for property records or tax purposes. A list of parameters for designating a section of NETWORK is attached as Appendix "A" and incorporated herein.

B. Fiber Allocation.

Whenever a third-party desires to license the use of any portion of the NETWORK, the fibers to be used by the potential Licensee pursuant to the License Agreement shall be in the same proportion as those owned by each member in the particular section(s) of the NETWORK to be licensed. For example, where a potential Licensee desires to lease twelve (12) fibers of a seventy-two (72) fiber cable in a NETWORK section, of which one member owns thirty-six (36) fibers and the other two members each own eighteen (18) fibers and assuming all three members have fiber available that they are willing to license, six (6) of such first member's fibers would be used and three (3) each of the other two member's fiber would be used for licensing.

If a member does not wish to participate in a License Agreement, such non-participating member's proportion of fiber owned shall be disregarded in determining the quantity of participating members' fibers to be used by the Licensee pursuant to the License Agreement. In the example above, should a member owning eighteen (18) fibers not wish to license any of its fibers, then the total fiber count in the section to be considered would be reduced to fifty-four (54) after deducting such non-participating member's eighteen (18) fibers. In such instance, and assuming the capacity is available, eight (8) fibers from the member owning thirty-six (36) fibers and four (4) from the other member's eighteen (18) fibers would be used for licensing. Likewise, should a member desire to limit its participation to a lesser number of fibers, the number of each participating member's fibers used for the License Agreement may be adjusted accordingly.

Should a member license any portion of its fibers to a third-party and subsequently develop its own needs for additional fiber or its needs otherwise increase, that member may license fiber from other members for its use as provided in this Agreement, assuming the availability of necessary fiber and the absence of alternatives to meet the demand of the member in need of the additional fiber. A member may also purchase as provided herein the needed fiber from another member willing to sell such fiber.

SECTION 8. Record Keeping

In addition to the other reporting requirements provided herein, each member shall be responsible for keeping records of additions to the NETWORK and payments made by the member for extensions, expansions, repairs, and maintenance to the NETWORK. A joint GIS record system shall be maintained by the County and, until direct access to the records system can be provided to the members, paper maps and Compact Discs of such GIS records shall be provided to the members by the County as reasonably requested. GPS location points will be provided by members for inclusion on the maps as requested by members. Each member shall pay, pursuant to section 9 regarding cost sharing, their fair share of the costs (e.g., contractor, material, duplicating costs) incurred in development and maintenance of the GIS record system and providing data to members, as well as expenses for enhancements to the record system for the purposes and benefit of the NETWORK and CONSORTIUM beyond the basic system which has been developed by the County, as such enhancement expenses may be approved by the members' governing bodies. However, whenever possible, the County shall use existing CONSORTIUM resources coordinated with the other members in order to avoid third-party costs. Expansion of the GIS record system (e.g., member direct access) may require that each member provide its own equipment to connect directly to a shared server. The GIS record system shall contain distance, location, ownership, construction method, address, and other pertinent information and data as can be reasonably and cost-effectively gathered. Hyper-linking of photographs and assignment information to enhance maintenance and administration of the NETWORK is possible and each member may provide the detail and data for inclusion that each member desires.

SECTION 9. Cost Sharing.

The actual costs of planning, designing, installing, repairing, and maintaining the NETWORK, including, but not limited to, the total cost of labor and materials, including fiber optics cable and equipment, shall be shared among the members in accordance with the sectionalization and ownership interest apportionment in the affected portion(s) or section(s) of the NETWORK as provided in Sections 4 and 7. This cost sharing arrangement shall be used whether such costs are incurred internally by one or more members or through a contractual agreement between a third-party vendor and one or more members. However, consideration shall be given for adjustment of each affected member's proportionate share of costs when the needs of only one or two affected members require the repairs or replacement to be accomplished other than during normal business hours (e.g., repair is needed at night or on weekends) at additional or increased costs while repairs to meet the needs of the other affected member(s) could

be delayed. No member shall be required to share in the costs of any section of the NETWORK in which such member does not have any ownership interest.

All costs of connecting a member's facility to the NETWORK shall be paid by such member. Such costs include, but are not limited to, the drop from the NETWORK to the facility, all materials and equipment necessary to connect to and utilize the NETWORK for the intended purpose of the member, and all associated labor costs. In any instance where the connection to a member's facility could result in a benefit to other members, such other members may elect to participate in the connection and pay their proportionate share of the costs. For example, extending a new fiber into a member's facility to develop a strategic cross-connect location could potentially benefit more than just that member and the costs may be shared based on the proportion of the cross-connect benefit and corresponding expense attributable to the other member as agreed by the affected members.

Periodically, other operational expenses such as franchise fees, taxes, pole attachment charges, metered usages, engineering, record keeping, marketing, legal fees, accounting, and billing shall be reviewed by the members' Staff and, if necessary, any needed addendum or amendment to this Agreement may be prepared and presented to the governing body of each member for consideration. In addition, amendments to this Agreement are contemplated as new situations or changes in law are encountered. Each revision shall be subject to review and approval of each member's governing body.

Whenever an individual member contracts with any third-party for services to the NETWORK benefiting only that member, such contracting member shall be solely responsible for paying the third-party for the services. In such instance, the non-contracting members shall not be responsible or held liable for payment to such third-party and the contracting member shall indemnify and hold the non-contracting members harmless for the expenditure.

Should circumstances dictate that one member will contract for work or services for the NETWORK that will benefit other members and the affected members, through their Staff or their governing body depending upon their respective purchasing authority, approve of such contract, the costs of such work or services shall be shared between the affected members in accordance with the sectionalization and ownership apportionment of the NETWORK as provided herein and consideration of the proportion of benefit to each affected member. Notwithstanding the foregoing, affected members shall have the option of being included as a party to any such contracts for work or services for the NETWORK.

SECTION 10. Upgrade Expenses.

Whenever upgrades to the NETWORK are required for its continued usefulness, all affected members shall approve any expenditure and share the associated expense in the same proportions as their ownership interest in the affected portion(s) or section(s) of the NETWORK.

SECTION 11. Taxes, Assessments and Charges.

Except as otherwise provided herein, no member shall tax, assess, or charge any other member for any routine, recurring assessment, fee, or charge arising from ownership, operation, or use of the NETWORK or any portion of the NETWORK, such as but not limited to, license fees, fees for pole attachments or use of rights-of-way, or franchise fees, unless otherwise agreed in writing by the affected member(s) or as may be required by current or future law or other pertinent regulation.

Each member shall pay when due its share, determined in accordance with the sectionalization and ownership apportionment of the NETWORK as provided herein, of any and all NETWORK taxes, assessments, fees, and charges of any kind whatsoever lawfully levied or assessed. The total of any such payments may be remitted by one member on behalf of the CONSORTIUM upon agreement among the members, with reimbursement from the other members for their respective share.

All taxes, assessments, fees, and charges shall be paid by the members in accordance with the cost sharing provisions of this Agreement, except to the extent that the taxes, assessments, fees, and charges are paid or reimbursed by a third-party.

SECTION 12. Revenue Sharing.

As optical fibers or services of the NETWORK are licensed to third-parties, the revenue from such licensing shall be shared by the members in a logical, fair, and reasonable manner calculated by using the data for the percentage of each member's ownership interest in the NETWORK sections and facilities through which the licensed fiber or service travels. Such revenues shall be collected by the licensing or designated member and routinely distributed to the appropriate members. Distribution shall be as funds are received or as otherwise agreed between the affected members. The revenue apportionment among the members shall be determined when a License Agreement is established and thereafter as may be adjusted at Reconciliation.

SECTION 13. Payments.

A. Payments to Members.

Any payments due a member by another member shall be paid pursuant to the Florida Local Government Prompt Payment Act.

B. Payments to Contractors.

If a third-party contractor is used for the installation or maintenance of any portion of the NETWORK, final payment shall not be made to the contractor until as-built drawings, test results, or report from the contracting member(s) has been reviewed and approved by all affected members. Failure by any affected member to object or otherwise respond within thirty (30) days of receipt of the drawings or such reports by the member shall be deemed to be an approval of same by the non-responding member

C. Payment of Recurring Bills.

As the CONSORTIUM becomes responsible for recurring assessments such as franchise fees, taxes, pole attachment charges, metered usages, and the like, the members' Staff shall coordinate and assign one member the task of paying such assessments as they become due. The paying member shall be reimbursed, minus its obligated share, by the other members at Reconciliation.

SECTION 14. Licensing to Third-Parties.

This provision recognizes the excess capacity of the NETWORK, the growing demand for the use of such facilities by public and private entities, and the need to establish revenue sources for the recovery of expenses related to the installation and maintenance of the NETWORK. In addition, this provision provides for licensing to third-parties the use of the NETWORK cable casing for purposes of electric utility system grounding.

Any member may enter into a License Agreement with one or more third-parties for use of that member's NETWORK fiber and/or facilities. License Agreements that contemplate the use of fiber or facilities of more than one member shall include all affected members as parties. License Agreements shall not contain provisions that would result in impairment of normal NETWORK operation. Final approval and execution of License Agreements shall be by each affected member's governing body. Unless provided otherwise in the License Agreement, the primary contact member dealing with a third-party regarding licensing shall be responsible for the negotiations, maintaining, and administering the License Agreement, as well as collecting payments due from the Licensee.

In addition to fiber License Agreements, members are authorized to enter into License Agreements for use of the NETWORK cable casing and other facilities by third-parties for purposes of electric utility system grounding.

Any costs associated with the connection of a Licensee's facilities to the NETWORK shall be governed by the License Agreement with consideration of the negotiated license fees, term length, and fiber quantity licensed.

Sub-licensing of fiber or other facilities by a Licensee shall only be permitted following submission of the proposal to and approval by the governing body of the licensing member(s). Such proposal shall include all information requested by the licensing members, including, but not limited to, the identity of the proposed sub-licensee, the nature of the proposed NETWORK use, and the location and nature of the connection(s).

Revenue derived from all License Agreements shall be shared by the members in accordance with the sectionalization and ownership apportionment of the NETWORK as provided herein.

Members entering into agreements with third-parties shall be solely responsible for any and all obligations contained in such agreements and nothing in any third-party agreement shall be binding or enforceable against any other member unless such member is a party to such agreement and consents to such obligation.

SECTION 15. Modifications to NETWORK.

Should the planned activities of a member require NETWORK upgrades or modifications to accommodate such member's use of the NETWORK, that member shall be solely responsible for all costs associated with such upgrades and modifications, except to the extent any other member(s) agree to participate in a cost-sharing arrangement for the upgrades or modifications.

Any member proposing a NETWORK upgrade or modification, including but not limited to, any new connection, shall notify and submit all applicable construction documents to the other members at least thirty (30) calendar days prior to the date construction activities are expected to commence. The other members shall review the proposal as soon as practicable and promptly provide comments, if any, on the proposed upgrade and modification to the proposing member. Whenever a member plans to extend a fiber optic cable the other members shall be provided the option to participate in the project unless the proposing member requires 100% usage of such fiber extension. If other members elect to participate in the fiber extension, the construction costs shall be shared by all participating members based on the proportionate ownership share in such fiber extension to be assigned to each member. Any NETWORK upgrades, modifications, or connections that may cause disruption or interference of NETWORK service shall be coordinated with the other members and any affected Licensees such that the work is performed at a time so as to minimize disruption and interference of NETWORK service.

SECTION 16. Relocation of NETWORK.

If relocation of any portion of the NETWORK is required by a member, all expenses of such relocation, including but not limited to engineering, construction, materials, and labor, shall be borne by the member requiring the relocation, except to the extent that another member may agree to participate in such relocation for their own benefit.

If relocation of any portion of the NETWORK is required by a third-party (e.g., Florida Department of Transportation or other governmental agency or public utility doing work in the rights-of-way), the net expenses of such relocation, including but not limited to engineering, construction, materials, and labor, shall be shared by the affected members pursuant to the expense sharing provisions of this Agreement after deduction for all applicable payments, reimbursements, allowances, and credits given or made for such NETWORK relocation by any third-party.

SECTION 17. Construction Locates.

The City shall add any underground portions of the NETWORK within its utility service areas (electric, water, and wastewater) to its membership in Sunshine 811. The County

shall add all other areas of the NETWORK to its membership in said organization. In accordance with procedures established by Sunshine 811, the City and County shall receive requests for locates and perform, or cause the performance of, the associated work necessary to determine the location of such underground portions of the NETWORK. The members shall cooperate to develop and maintain a current map depicting which member will be responsible for locates in the various sections of the NETWORK.

If damage occurs to the NETWORK, the net costs to repair the damage shall be shared by the affected members in accordance with the cost sharing provisions of this Agreement after deduction for all payments, reimbursements, allowances, and credits given or made by any third-party causing or responsible for the damage. Members shall not be entitled to payment from each other for damages to the NETWORK due to inaccurate or inadequate locates. Any costs to repair damage to the NETWORK caused by work performed by or for a member notwithstanding an accurate locate shall be the sole responsibility of that member.

SECTION 18. Grants.

Should a member receive grant funds to assist with the construction or maintenance of the NETWORK, any provisions, limitations or restrictions associated with the grant(s) shall not affect or apply to the other members not a party to the grant. In addition, no grant provisions, limitations, or restrictions shall in any way affect the ownership interests of the other members in the NETWORK or restrict or affect the intended use of the NETWORK by the other members or Licensees.

Should a member submit an application for grant funding associated with the NETWORK and such application requires the concurrence of the other members, such concurrence shall not be unreasonably withheld so long as such concurrence does not limit, restrict, or in any way affect ownership or use of the NETWORK by the member providing its concurrence and such concurrence does not subject or extend any requirements, provisions, or liability associated with the grant application to the member providing its concurrence. Whenever application is proposed by a member for a grant which will or can benefit one or more other members, such other members shall have the option to become a co-applicant and participant for the grant unless doing so would detrimentally affect the likelihood of approval.

Members not participating in a grant shall not be liable in any manner whatsoever for repayment of grant funds which have been received by a member. The member receiving such a grant(s) associated with the NETWORK shall be solely responsible for satisfying any and all reporting requirements associated with the receipt of such grant funds, submittal of any and all documentation necessary for reimbursement of expenses under any associated grant agreement, and repayment of any grant funds received by such member that are required by the granting agency to be repaid for whatever reason, unless otherwise agreed by the other members.

SECTION 19. Insurance.

The members acknowledge that the NETWORK is not generally covered by a commercial property insurance policy, with limited exceptions. Any costs associated with repairs to or restoration of the NETWORK that are not covered by insurance or otherwise reimbursed by any third-party shall be shared among the members pursuant to the cost sharing provisions of this Agreement.

Property insurance coverage for any section or portion of the NETWORK jointly owned by two or more members may be acquired when all members having an ownership interest in such section or portion agree on the need for property insurance coverage. Should property insurance coverage be acquired, the premium and other costs thereof shall be shared among the members pursuant to the cost sharing provisions of this Agreement. However, nothing contained herein shall prohibit any member from acquiring insurance coverage for any section or portion of the NETWORK at their sole expense should they so desire.

Each member shall bear the risk of its own actions and inaction, as it does with its day-to-day operations, and determine for itself what kinds of insurance, including but not limited to liability insurance coverage, and in what amounts, it should carry relative to the associated risks arising out of ownership and use of the NETWORK.

SECTION 20. Indemnification.

Each member, to the extent permitted by law and subject to the limitations of section 768.28, Florida Statutes, and any subsequent revisions thereto, shall indemnify and hold harmless the other members and their respective elected officials, officers, and employees against any claim, action, loss, damage, injury, liability, cost, or expense, including but not limited to reasonable attorneys' fees and court costs, arising out of or caused by the negligence of the indemnifying member in performance of this Agreement or such member's installation, use, or maintenance of the NETWORK. Neither this nor any other provision of this Agreement shall be deemed a contractual waiver of sovereign immunity by any member or of the limitations of liability provided by section 768.28, Florida Statutes, contractual or otherwise.

SECTION 21. Damage Caused by Disasters.

Should all or any portion or section of the NETWORK be damaged or destroyed by a natural or man-made event to the extent that the cost of repair or replacement exceeds 50% of the original installation costs of the affected portion(s) or section(s), the owning member(s) shall determine if the NETWORK or such affected portion(s) or section(s) will be repaired or replaced, recognizing the need for agreement when more than one member is affected and cost sharing is desired. However, should one or more affected member(s) elect to not participate in the repair or replacement any other member(s) desiring to make the repairs and replacements shall have an option to purchase the non-participating member(s) interest in the affected NETWORK portion(s) or sections(s) at an agreed price established as provided in Section 4 above with consideration given

for the actual documented cost of the repairs and replacements and payments or reimbursements from third-parties.

Notwithstanding the foregoing provisions, those portions of the NETWORK which are: (1) licensed for use to a Licensee with a License Agreement requiring replacement of the associated portion of the NETWORK for the continuation of such License Agreement, and/or; (2) used for operation of the 800 MHz radio system; shall be repaired or replaced in order to provide for the continuation of the License Agreement(s) and/or operation of the radio system. In such instance, the costs of the repairs and replacements shall be shared among the members pursuant to the cost sharing provisions of this Agreement unless otherwise agreed by the affected members, and with consideration given for any payments or reimbursements by third-parties.

SECTION 22. Term and Termination.

The term of this Agreement shall be for one (1) year from the Effective Date and shall automatically renew for successive one (1) year terms except for any member that gives the other members written notice of its intent to withdraw from the Agreement at least one-hundred twenty (120) days prior to the end of the then current term. Such notice of intent to withdraw shall be made in writing and shall be served on the other members in accordance with the notice provisions of this Agreement. This Agreement shall otherwise remain in full force and effect for the non-withdrawing members so long as at least two (2) members remain. This provision is in addition and supplemental to but does not replace or pre-empt any other provisions of this Agreement regarding termination by a member.

Upon notice of a member's intent to withdraw from this Agreement, the remaining member(s) shall have the option to purchase the withdrawing member's ownership interest in all or any portion of the NETWORK as provided in Section 4 above and upon such other terms and conditions as may be negotiated between the withdrawing member and the other member(s). Should the non-withdrawing member(s) fail to exercise such option to purchase within 60 days after notice by the withdrawing member provided for above, the withdrawing member may offer its ownership interest to any third-party qualified to own such interest so long as such third-party's ownership would have no detrimental affect on the other members and the status or continued operation of the NETWORK.

On or after the effective date of the withdrawal and without liability on the part of the remaining members, the withdrawing member shall be disconnected from the NETWORK unless or until alternate arrangements are made for continued NETWORK use based on applicable rates and charges (e.g., License Agreement, service contract with provider).

SECTION 23. Dispute Resolution.

The members shall negotiate in good faith resolution of any dispute arising under this Agreement or under any instrument made to carry out the terms of this Agreement. Failing resolution, the affected members shall submit the dispute to non-binding

mediation with a Florida circuit court certified civil mediator with the cost of such mediation divided equally between such affected members. If the dispute is not resolved by such mediation, the affected members shall attempt resolution by use of the Florida Governmental Conflict Resolution Act, section 164.101, Florida Statutes, et seq., before seeking redress in a court of competent jurisdiction. Each member shall bear their own attorneys' fees and costs in resolution of any dispute.

SECTION 24. Classification as Telecommunications Provider.

If the CONSORTIUM or any member receives notice or otherwise learns that the CONSORTIUM or any member will be or has become classified as a telecommunications company, telecommunications carrier, telecommunications service, or any other telecommunications entity, or will or has come under the jurisdiction of existing or future regulation by any State or Federal regulatory agency as a telecommunications company, including but not limited to the Federal Communications Commission or the Florida Public Service Commission, the members' Staff shall promptly meet upon notice of such event and cooperate so as to determine if it is necessary to oppose or remove such classification and, if so, whether and to what extent this Agreement can be amended by the members to avoid or remove such classification and to accordingly make appropriate recommendations to their respective governing bodies. If the members' governing bodies determine that it is appropriate or necessary to oppose or remove such classification and this Agreement cannot be so amended or if there is no agreement by the members' governing bodies as to such amendment, then any member may withdraw from this Agreement in accordance with its provisions.

SECTION 25. No Third-Party Beneficiaries.

This Agreement shall inure to the sole benefit of and shall be enforceable solely by the members and, with respect to any indemnification or limitation of liability provisions, to the benefit of each member's officers, employees and agents. No other person or entity shall be considered a third-party beneficiary to this Agreement.

SECTION 26. Assignment.

Except as otherwise provided herein, neither this Agreement nor any right, interest, or obligation hereunder shall be sold, assigned, transferred, or otherwise alienated or disposed of by any member without the prior written consent of the governing bodies of the other members, which consent shall be in the sole discretion of each member's governing body. Under no circumstances shall any assignment be made that would result in a detrimental impact on that status or operation of the NETWORK or any tax exempt status of any member or the development or operation of the NETWORK.

SECTION 27. Notices.

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt

requested to the following address or such other address as the members may provide to each other in writing:

To SCHOOL DISTRICT: Superintendent
School District of Indian River County
1990 25th Street
Vero Beach, FL 32960
Telephone: 772-564-3000
Facsimile: 772-569-0424

With a copy to: Director of Facilities
School District of Indian River County
6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5017
Facsimile: 772-564-5109

To COUNTY: County Administrator
Indian River County
1800 27th Street
Vero Beach, FL 32960
Telephone: 772-567-8000
Facsimile: 772-770-5095

With a copy to: Director of Public Works
Indian River County
1800 27th Street
Vero Beach, FL 32960
Telephone: 772-567-8000
Facsimile: 772-770-5095

To CITY: City Manager
City of Vero Beach
1053 20th Place 32960
P. O. Box 1389
Vero Beach, FL 32961-1389
Telephone: 772-978-4710
Facsimile: 772-778-3856

With a copy to: Director of T&D
City of Vero Beach
3455 Airport West Drive 32960
P. O. Box 1389
Vero Beach, FL 32961-1389
Telephone: 772-978-5410
Facsimile: 772-978-5490

SECTION 28. Entire Agreement and Amendment.

This Agreement represents the entire agreement between the members and supersedes and replaces in its entirety the 1999 Agreement and all other prior

agreements and representations between the members, whether written or oral, with respect to the subject matter of this Agreement. No provision of this Agreement may be changed or amended except by written agreement approved by each member's governing body and signed by each member's duly authorized representative

SECTION 29. Waiver of Terms or Conditions.

Any term or condition of this Agreement may be waived by the member that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the member waiving such term or condition. Any waiver by any member of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall not invalidate this Agreement, nor shall such waiver be deemed to be nor construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement. Except as otherwise provided herein, the failure of a member to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. A waiver by a member shall not invalidate this Agreement, nor shall such waiver be construed as a waiver of any other covenant, condition, representation, or warranty. A waiver by a member of the time for performing any act shall not constitute a waiver of time for performing any other act or the time for performing an identical act required to be performed at a later time.

SECTION 30. Severability.

Should any portion, provision, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, provision, section, or subsection and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, provision, section, or subsection invalidated.

SECTION 31. Parties Bound.

This Agreement is binding upon, inures to the benefit of, and is enforceable by the members and their respective successors and permitted assigns.

SECTION 32. Counterparts.

This Agreement may be executed in three (3) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 33. Effective Date.

This Agreement shall be in full force and effect as of the Effective Date first entered above, which shall be the date upon which the last member executes this Agreement.

SCHOOL BOARD OF INDIAN RIVER COUNTY

SCHOOL BOARD OF INDIAN
RIVER COUNTY, FLORIDA

By: _____
Matthew McCain
Chairman

Attest:

By: _____
Frances J. Adams, Ed.D.
Superintendent

Dated this _____ day of _____, 2015.

INDIAN RIVER COUNTY

INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS

ATTEST: Jeffrey R. Smith, Clerk of
Court and Comptroller

By: _____
Deputy Clerk

By: _____
Wesley S. Davis, Chairman

BCC approved: _____

Approved as to form and legal
sufficiency:

By: _____
Dylan Reingold
County Attorney

CITY OF VERO BEACH

ATTEST:

City of Vero Beach

Tammy K. Vock
City Clerk

Richard G. Winger
Mayor

Dated this _____ day of _____, 2015.

Approved as to form and
legal sufficiency:

Approved as conforming to
municipal policy:

Wayne R. Coment
City Attorney

James R. O'Connor
City Manager

Approved as to technical requirements:

Ted Fletcher
Electric T & D Director

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Approval to Award RFP #2015-21 to Kerns Construction & Property Management Corp. for Bus Parking at Sebastian River High School - Mr. Morrison

A Request for Proposal (RFP) was promulgated for bus parking at Sebastian River High School. The scope of work includes the construction of a new bus parking compound. The insurance certificate will be obtained by the District and reviewed by the Risk Management Department prior to the vendor receiving their Notice to Proceed and/or the issuance of a purchase order.

Notification was sent to seven (7) vendors in our vendor data base, was posted on the Purchasing Department's website and was also published in the Indian River Press Journal on April 8, 2015. Five (5) vendors attended the pre-bid meeting held on April 22, 2015. Proposals were due on May 6, 2015 and were publicly opened in the Purchasing Department. Three (3) responses were received and reviewed by the Evaluation Team and ranked as follows:

Legend: Award _____ Reject ()

Vendor	Total Points Awarded of Possible 300
Kerns Construction and Property Management Corp.	<u>298</u>
Cathco, Inc.	285
Timothy Rose Contracting	269

The Purchasing Department recommends award to Kerns Construction & Property Management Corp. as the lowest and best responsive and responsible bidder meeting specifications, terms, and conditions.

Failure to file a protest with the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver or proceedings under Chapter 120, Florida Statutes

SDIRC 2015-21 RFP for Bus Parking Improvements at Sebastian River High School

TOTAL POINTS AWARDED									
	Price	Qualifications	Staff Experience	Pending Litigation	Recent Commercial Projects and References	Scott Ganger	Rick Huff	Patrick McCarty	TOTAL POINTS ASSIGNED
Bidder	30	20	20	10	20				
Cathco						95	95	95	285
Kern's Construction						98	100	100	298
Timothy Rose						89	90	90	269

No ALT
Base Bids Only

OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)

THIS AGREEMENT is dated and will be effective on the 26th day of May, 2015, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and Kerns Construction & Property Management Corp. (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

BUS PARKING
SEBASTIAN RIVER HIGH SCHOOL
For The School Board of Indian River County
Project No. SDIRC #2015-21

Bus Parking Compound on the Sebastian High School campus located in Sebastian, Florida. The Work shall consist of the construction of a new bus parking compound at Sebastian River High School and all required Site/Civil work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").

ARTICLE 2 – ARCHITECT

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

ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 67 calendar days (or by August 14, 2015) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 31 calendar days (or by September 14, 2015) from the date of Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$250.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion of the Work. A change in Contract Time may only be authorized by a written Change Order.

DMM

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

ARTICLE 4 - CONTRACT PRICE

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

The Contractor's price(s) in the Bid Form is in the amount of \$ 161,694.00 (Base Bid). The Owner will include a \$13,000.00 contingency, for a total contract amount of \$ 174,694.00. Any contingency remaining at the closeout or completion of the project will be retained by the Owner.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents, AIA Form G702. Applications for Payment will be approved by Architect, then forwarded to the Owner for payment as provided in the Contract Documents.

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

General Requirements

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

90% of Work completed.

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

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

5.1.3. When the Architect determines that the Work or designated portion thereof as defined in the Contract Documents is substantially complete, the Architect shall issue a Certification of Substantial Completion which establishes: the date of substantial completion; the "Substantial Completion Punch List", which establishes a single list providing feedback to the Contractor on non-conforming work, or work requiring further quality adjustments and must be developed within 30 calendar days of the date of substantial completion and delivered to Contractor within 5 calendar days thereafter; the date the Contractor will have completed all items on the Substantial Completion Punch List, and such other items as the Architect and Owner deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Contractor and Owner. The Contractor will promptly engage in completing the Substantial Completion Punch List within 10 days of its issuance.

- 5.2. **FINAL PAYMENT.** Final payment of the Contract Sum will be made after the Architect certifies that the Work is complete, Owner's representatives complete their final acceptance report, the School District's Building Official completes the final inspection and a "certificate of occupancy" is issued. . Final Payment to the contractor requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner's Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Contractor to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Contractor until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner's property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Contractor fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor as a condition of final payment and at the Contractor's expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. The one year warranty period for the work will begin upon Final Completion. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.
- 5.3 **CHANGE ORDERS.** No change in the Contract Sum or Time may be made except by a duly authorized and executed written Change Order. If the Change in or addition to the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work). Any such Change Order shall be substantiated by complete itemized statements showing quantities and unit prices for material, labor (including all applicable fringe benefits), equipment, markup for overhead and profit, and other items of cost. Costs of labor (including all applicable fringe benefits) and materials shall be actual costs to the subcontractor. All duly authorized and executed Change Orders shall become a part of the Contract Documents as described in Article 8.

ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 8 - CONTRACT DOCUMENTS

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

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

the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

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

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

ARTICLE 9 – ARCHITECT

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

such access so the Architect may perform his functions under the Contract Documents.

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

ARTICLE 10 – MISCELLANEOUS

- 10.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 10.2 If the Contract Documents, laws, rules, regulations or orders of any State or Federal authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner and Architect timely notice of its readiness so they may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. The Contractor shall pay for all utilities required for testing of installed equipment of all of his work and the work of each Subcontractor.
- 10.3 Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's Certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right



to withhold payments to the Contractor until the requirements have been met.

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

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

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

10.3.4 The insurance required from the Contractor in this Article shall include all major divisions of coverage, and shall be on a commercial general basis including premises and operations (including X-C-U), Independent Contractor Hired Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or others set forth in the Contract Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of

final payment and termination of any coverage required to be maintained after final payment.

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

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

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

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

1. Workers' Compensation:

- (a) State: As required by Chapter 440, Florida Statutes
- (b) Applicable Federal (e.g. Longshoremen's Statutory)
- (c) Employer's Liability: \$500,000.00

2. Commercial General Liability (including Premises Operations; Independent Contractor Hired; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
- (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
- (c) Products and Completed Operations to be maintained for one year after final payment

(d) Property Damage Liability Insurance shall provide S, C or U Coverage as applicable

3. Contractual Liability:

(a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

(b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

4. Personal Injury, \$1,000,000.00 per claimant; with an annual general aggregate per policy of not less than \$2,000,000

5. Commercial Automobile Liability: The State of Florida has no-fault automobile insurance requirements. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.

(a) \$1,000,000.00 per incident or occurrence combined single limit for bodily injury and property damage; with an annual general aggregate per policy of not less than \$2,000,000.

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

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

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

bonds in the public records of Indian River County, Florida. The Contractor shall provide the recorded copy of the bonds to the Owner.

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

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

ARTICLE 11 – TERMINATION OF THE CONTRACT

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

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

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

ARTICLE 12 – CONTRACTOR

- 12.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner and Architect any error, inconsistency or omission he may discover in the Contract Documents, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage

resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without first possessing approved Shop Drawings, Product Data or Samples for such portion of the Work.

- 12.2 The Contractor and his Subcontractors shall keep at the site of the Work at least one copy of the approved drawings and specifications and shall at all times give the Owner, the Architect, inspectors, as well as other representatives of the Owner access thereto.
- 12.3 The Contractor shall supervise, coordinate and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract.
- 12.4 It shall be the responsibility of the Contractor to coordinate the work, to maintain a progress schedule, and to notify the Owner and the Architect of any changes in the approved progress schedule.
- 12.5 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and sub-Subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- 12.6 The Contractor understands and agrees that the Owner and Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner, and Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 12.7 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Owner and Architect have a reasonable objection.
- 12.8 **Background Check.** The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall



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

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

any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty, up to the time limit of the applicable statute of repose.

12.12 If the Contractor fails to correct defective or nonconforming Work as required, or if the Contractor fails to remove defective or nonconforming Work from the site, as required, the Owner may elect to either correct such Work or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.13 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an as-planned progress schedule for the Work. The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified. If it becomes apparent to the Owner or Architect that the Work will not be completed within required Milestone or Completion dates, the Contractor agrees to undertake some or all of the following actions, at no additional cost to the Owner, in order to ensure that the Contractor will comply with all Milestone and Completion date requirements:

12.13.1 increase manpower, materials, crafts, equipment and facilities to accelerate performance of the Work;

12.13.2 increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing; and

12.13.3 reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

12.14 In undertaking the actions required under paragraph 12.13, Contractor shall prepare a Recovery Schedule and comply with the requirements thereof. If the schedule recovery actions taken by the contractor are not satisfactory, the Owner or Architect may direct the Contractor to take any

and all actions necessary to ensure completion within the required Milestone and Completion dates (which shall be at Contractor's sole expense), without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.

- 12.15 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to access, transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Separate Prime Contractor conditions and schedules, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

ARTICLE 13 - INDEMNIFICATION

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

of the CONTRACTORS insurance coverage for such claim or One million dollars, whichever is greater.

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

ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM

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

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

- 14.1.(a) The Owner will issue its own purchase orders directly to the third party vendor or supplier of material and equipment purchased under the Direct Purchase Program. The purchase order will be accompanied by the Owner's Exemption Certificate which includes its name, address, and the exemption number with issuance and expiration date.
- 14.1.(b) All material and equipment purchased under the Direct Purchase Program is sold directly to the Owner and is directly to the Owner and is directly invoiced by the vendor or supplier.
- 14.1.(c) The Owner takes title and possession of all materials and equipment purchased under the Direct Purchase Program from the vendor or seller before they are incorporated into the Project.

- 14.1.(d) The Owner assumes all risk of loss on all material and equipment purchased under the Direct Purchase Program. The Contractor cannot be held liable for damage or loss to the material or equipment.
- 14.1.(e) The Owner is responsible for and pays the premiums on all insurance and/or bonding on materials or equipment purchased under the Direct Purchase Program. The Contractor does not share any economic benefits of proceeds from bond or insurance covering risk of damage or loss of the material or equipment.
- 14.1.(f) The Owner makes direct payment to the third party vendor or seller for all purchases from its own funds or accounts for all purchases under the Direct Purchase Program.
- 14.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Contractor shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a subcontractor's scope of Work, any terms and conditions that the subcontractor deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 14.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Contractor and/or the subcontractor for prices negotiated by the Contractor and/or subcontractor.
- 14.4 The Contractor is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Contractor and the Owner. The system developed by the Contractor shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Contractor shall submit a monthly accounting report of this information with the Contractor's application for payment.
- 14.5 The Contractor shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Contractor remains fully responsible under

its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Contractor to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Contractor. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Contractor shall be held accountable for such a delay. The Contractor, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.

- 14.6 The Contractor shall be responsible for all purchases in the same manner as if the Contractor had purchased the items, inclusive of managing the warranties for the Owner. The Contractor shall cooperate with the Owner and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.
- 14.7 Modification of the Contract Sum will be made by one (1) change order (or additional change orders in the sole discretion of the Owner) prior to final payment unless the Contract period crosses the Owner's fiscal year, in which case, one (1) change order will occur for each fiscal year, one prior to the close of the first year, and the other during the second fiscal year.
- 14.8 The Contractor and its surety hereby agree that the performance bond penal amount shall be unaffected by any direct purchase deductive change order which is made pursuant to this program.
- 14.9 The Contractor agrees that its builder's risk insurance coverage amount shall be unaffected by any direct purchase deductive change order implemented pursuant to this program.
- 14.10 Payment shall be directly made by the Owner to the vendor for any Direct Purchases.
- 14.11 To the extent authorized under Florida law, Owner agrees to indemnify and hold harmless Contractor, its subcontractors and suppliers of and from any claims, liability, or responsibility to the State of Florida for any action the State may take against any of them for the payment of any sales or use taxes as a result of Owner's direct purchase of such materials, supplies or equipment.

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

ARTICLE 15 – TERMS

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

to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.

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

If to Owner: Facilities Planning & Construction
The School District of Indian River County, Florida
Mr. Scott Sanders
6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5017

Contractor: Kerns Construction & Property Management Corp.
Mr. Daniel Muschweck
1217 Delaware Avenue
Fort Pierce, FL 34950
Telephone: 772-985-5015

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

- 15.7 **Waiver.** No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

- 15.8 Captions. The headings used for the various portions of this Agreement and the Construction Documents are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or the intent of this Agreement, any section of this Agreement, or any section of the Contract Documents.
- 15.9 Severability. In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.
- 15.10 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are available under any provision of this Agreement to any party, is in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.
- 15.11 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 15.12 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.
- 15.13 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.
- 15.14 No Construction Against Drafter. Each of the parties have been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.
- 15.15 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective

successors, and no other person or entity shall have any right or action under this Agreement.

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

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

in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within a five-year period preceding the issuance of RFQ SDIRC# 2015-21 been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within a five-year period preceding the issuance of RFQ SDIRC# 2015-21 had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

15.30 Compliance with Federal Grant Requirements. If made applicable by the use of federal grant funds in the Project or any other requirement as set

out below, Contractor and its subcontractors shall comply with the following enactments, rules, regulations and orders:

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

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

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

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

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

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

ARTICLE 16 - PROJECT SIGNAGE

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

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

OWNER: SCHOOL BOARD OF
INDIAN RIVER COUNTY

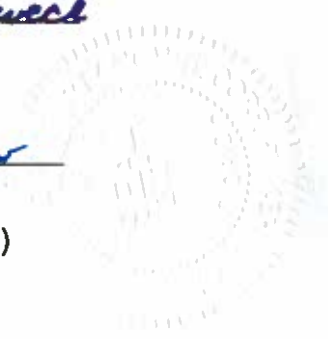
CONTRACTOR: KERNS
CONSTRUCTION & PROPERTY
MANAGEMENT CORP.

By _____
School Board Chairman

By Daniel Musaqueck

Attest: _____
Superintendent
(SEAL)

Attest: Anthony Ross
(CORPORATE SEAL)



Address for giving notices

Address for giving notices
1217 Delaware Avenue
Fort Pierce, FL 34950

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

License No. _____

Agent for service of process:

School Dist. Attorney

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

Exhibit A

Owner Direct Material/Equipment Purchase Program

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

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

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

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

3. Subcontractor shall provide Contractor a list of all intended suppliers, vendors, and material men for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.

4. Upon request from Contractor, and in a timely manner, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Contractor, to specifically identify the materials which Owner had, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:

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

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

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

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

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

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

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

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and instead shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Contractor, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or no-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

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

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

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

Approval to Award RFP #2015-23 to Johnson-Davis, Inc. for Grading and Drainage Improvements at Beachland Elementary - Mr. Morrison

A Request for Proposal (RFP) was promulgated for grading and drainage improvements at Beachland Elementary. The scope of work includes all necessary demolition and site work associated with the improvements. The insurance certificate will be obtained by the District and reviewed by the Risk Management Department prior to the vendor receiving their Notice to Proceed and/or the issuance of a purchase order.

Notification was sent to seven (7) vendors in our vendor data base, was posted on the Purchasing Department's website and was also published in the Indian River Press Journal on April 8, 2015. Five (5) vendors attended the pre-bid meeting held on April 22, 2015. Proposals were due on May 6, 2015 and were publicly opened in the Purchasing Department. Three (3) responses were received and reviewed by the Evaluation Team and ranked as follows:

Legend: Award _____ Reject ()

Vendor	Total Points Awarded of Possible 300
Johnson-Davis, Inc.	<u>299</u>
Timothy Rose Contracting	288
Kerns Construction & Property Management, Inc.	269

The Purchasing Department recommends award to Johnson-Davis, Inc. as the lowest and best responsive and responsible bidder meeting specifications, terms, and conditions.

Failure to file a protest with the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver or proceedings under Chapter 120, Florida Statutes

SDIRC 2015-23 RFP for Grading and Drainage at Beachland Elementary

TOTAL POINTS AWARDED

	Price	Qualifications	Staff Experience	Pending Litigation	Recent Commercial Projects and References	Scott Ganger	Rick Huff	Patrick McCarty	TOTAL POINTS ASSIGNED
Bidder	30	20	20	10	20				
Johnson / Davis						99	100	100	299
Kern's Construction						89	90	90	269
Timothy Rose						98	95	95	288

OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)

THIS AGREEMENT is dated and will be effective on the 26th day of May, 2015, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and Johnson-Davis Inc. (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

GRADING AND DRAINAGE IMPROVEMENTS BEACHLAND ELEMENTARY

**For The School Board of Indian River County
Project No. SDIRC #2015-23**

Grading and Drainage Improvements on the Beachland Elementary School campus located in Vero Beach, Florida. The Work shall include required demolition and site work associated with the necessary grading and drainage improvements at Beachland Elementary School and all required Site/Civil work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").

ARTICLE 2 – ARCHITECT

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

ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 67 calendar days (or by August 14, 2015) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 31 calendar days (or by September 14, 2015) from the date of Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$250.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion of the Work. A change in Contract Time may only be authorized by a written Change Order.

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

ARTICLE 4 - CONTRACT PRICE

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

The Contractor's price(s) in the Bid Form is in the amount of \$ 95,000.00 (Base Bid). The Owner will include a \$6,000.00 contingency, for a total contract amount of \$ 101,000.00. Any contingency remaining at the closeout or completion of the project will be retained by the Owner.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents, AIA Form G702. Applications for Payment will be approved by Architect, then forwarded to the Owner for payment as provided in the Contract Documents.

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

General Requirements

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

90% of Work completed.

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

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

5.1.3. When the Architect determines that the Work or designated portion thereof as defined in the Contract Documents is substantially complete, the Architect shall issue a Certification of Substantial Completion which establishes: the date of substantial completion; the "Substantial Completion Punch List", which establishes a single list providing feedback to the Contractor on non-conforming work, or work requiring further quality adjustments and must be developed within 30 calendar days of the date of substantial completion and delivered to Contractor within 5 calendar days thereafter; the date the Contractor will have completed all items on the Substantial Completion Punch List, and such other items as the Architect and Owner deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Contractor and Owner. The Contractor will promptly engage in completing the Substantial Completion Punch List within 10 days of its issuance.

- 5.2. FINAL PAYMENT. Final payment of the Contract Sum will be made after the Architect certifies that the Work is complete, Owner's representatives complete their final acceptance report, the School District's Building Official completes the final inspection and a "certificate of occupancy" is issued. . Final Payment to the contractor requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner's Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Contractor to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Contractor until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner's property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Contractor fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor as a condition of final payment and at the Contractor's expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. The one year warranty period for the work will begin upon Final Completion. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.
- 5.3 CHANGE ORDERS. No change in the Contract Sum or Time may be made except by a duly authorized and executed written Change Order. If the Change in or addition to the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work). Any such Change Order shall be substantiated by complete itemized statements showing quantities and unit prices for material, labor (including all applicable fringe benefits), equipment, markup for overhead and profit, and other items of cost. Costs of labor (including all applicable fringe benefits) and materials shall be actual costs to the subcontractor. All duly authorized and executed Change Orders shall become a part of the Contract Documents as described in Article 8.

ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 8 - CONTRACT DOCUMENTS

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

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

the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

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

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

ARTICLE 9 – ARCHITECT

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

such access so the Architect may perform his functions under the Contract Documents.

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

ARTICLE 10 – MISCELLANEOUS

- 10.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 10.2 If the Contract Documents, laws, rules, regulations or orders of any State or Federal authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner and Architect timely notice of its readiness so they may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. The Contractor shall pay for all utilities required for testing of installed equipment of all of his work and the work of each Subcontractor.
- 10.3 Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's Certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right

to withhold payments to the Contractor until the requirements have been met.

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

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

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

10.3.4 The insurance required from the Contractor in this Article shall include all major divisions of coverage, and shall be on a commercial general basis including premises and operations (including X-C-U), Independent Contractor Hired Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or others set forth in the Contract Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of

final payment and termination of any coverage required to be maintained after final payment.

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

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

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

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

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

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

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

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

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

bonds in the public records of Indian River County, Florida. The Contractor shall provide the recorded copy of the bonds to the Owner.

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

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

ARTICLE 11 – TERMINATION OF THE CONTRACT

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

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

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

ARTICLE 12 – CONTRACTOR

- 12.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner and Architect any error, inconsistency or omission he may discover in the Contract Documents, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage

resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without first possessing approved Shop Drawings, Product Data or Samples for such portion of the Work.

- 12.2 The Contractor and his Subcontractors shall keep at the site of the Work at least one copy of the approved drawings and specifications and shall at all times give the Owner, the Architect, inspectors, as well as other representatives of the Owner access thereto.
- 12.3 The Contractor shall supervise, coordinate and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract.
- 12.4 It shall be the responsibility of the Contractor to coordinate the work, to maintain a progress schedule, and to notify the Owner and the Architect of any changes in the approved progress schedule.
- 12.5 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and sub-Subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- 12.6 The Contractor understands and agrees that the Owner and Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner, and Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 12.7 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Owner and Architect have a reasonable objection.
- 12.8 Background Check. The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall

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

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

any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty, up to the time limit of the applicable statute of repose.

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

and all actions necessary to ensure completion within the required Milestone and Completion dates (which shall be at Contractor's sole expense), without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.

- 12.15 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to access, transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Separate Prime Contractor conditions and schedules, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

ARTICLE 13 - INDEMNIFICATION

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

of the CONTRACTORS insurance coverage for such claim or One million dollars, whichever is greater.

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

ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM

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

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

- 14.1.(a) The Owner will issue its own purchase orders directly to the third party vendor or supplier of material and equipment purchased under the Direct Purchase Program. The purchase order will be accompanied by the Owner's Exemption Certificate which includes its name, address, and the exemption number with issuance and expiration date.
- 14.1.(b) All material and equipment purchased under the Direct Purchase Program is sold directly to the Owner and is directly to the Owner and is directly invoiced by the vendor or supplier.
- 14.1.(c) The Owner takes title and possession of all materials and equipment purchased under the Direct Purchase Program from the vendor or seller before they are incorporated into the Project.

- 14.1.(d) The Owner assumes all risk of loss on all material and equipment purchased under the Direct Purchase Program. The Contractor cannot be held liable for damage or loss to the material or equipment.
- 14.1.(e) The Owner is responsible for and pays the premiums on all insurance and/or bonding on materials or equipment purchased under the Direct Purchase Program. The Contractor does not share any economic benefits of proceeds from bond or insurance covering risk of damage or loss of the material or equipment.
- 14.1.(f) The Owner makes direct payment to the third party vendor or seller for all purchases from its own funds or accounts for all purchases under the Direct Purchase Program.
- 14.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Contractor shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a subcontractor's scope of Work, any terms and conditions that the subcontractor deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 14.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Contractor and/or the subcontractor for prices negotiated by the Contractor and/or subcontractor.
- 14.4 The Contractor is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Contractor and the Owner. The system developed by the Contractor shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Contractor shall submit a monthly accounting report of this information with the Contractor's application for payment.
- 14.5 The Contractor shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Contractor remains fully responsible under

its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Contractor to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Contractor. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Contractor shall be held accountable for such a delay. The Contractor, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.

- 14.6 The Contractor shall be responsible for all purchases in the same manner as if the Contractor had purchased the items, inclusive of managing the warranties for the Owner. The Contractor shall cooperate with the Owner and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.
- 14.7 Modification of the Contract Sum will be made by one (1) change order (or additional change orders in the sole discretion of the Owner) prior to final payment unless the Contract period crosses the Owner's fiscal year, in which case, one (1) change order will occur for each fiscal year, one prior to the close of the first year, and the other during the second fiscal year.
- 14.8 The Contractor and its surety hereby agree that the performance bond penal amount shall be unaffected by any direct purchase deductive change order which is made pursuant to this program.
- 14.9 The Contractor agrees that its builder's risk insurance coverage amount shall be unaffected by any direct purchase deductive change order implemented pursuant to this program.
- 14.10 Payment shall be directly made by the Owner to the vendor for any Direct Purchases.
- 14.11 To the extent authorized under Florida law, Owner agrees to indemnify and hold harmless Contractor, its subcontractors and suppliers of and from any claims, liability, or responsibility to the State of Florida for any action the State may take against any of them for the payment of any sales or use taxes as a result of Owner's direct purchase of such materials, supplies or equipment.

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

ARTICLE 15 – TERMS

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

to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.

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

If to Owner: Facilities Planning & Construction
The School District of Indian River County, Florida
Mr. Scott Sanders
6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5017

Contractor: Johnson-Davis Inc.
Mr. Scott Johnson
604 Hillbrath Drive
Lantana, FL 33462
Telephone: 561-588-1170

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

- 15.7 Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

- 15.8 Captions. The headings used for the various portions of this Agreement and the Construction Documents are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or the intent of this Agreement, any section of this Agreement, or any section of the Contract Documents.
- 15.9 Severability. In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.
- 15.10 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are available under any provision of this Agreement to any party, is in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.
- 15.11 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 15.12 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.
- 15.13 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.
- 15.14 No Construction Against Drafter. Each of the parties have been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.
- 15.15 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective

successors, and no other person or entity shall have any right or action under this Agreement.

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

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

in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within a five-year period preceding the issuance of RFQ **SDIRC# 2015-23** been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within a five-year period preceding the issuance of RFQ **SDIRC# 2015-23** had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

15.30 **Compliance with Federal Grant Requirements.** If made applicable by the use of federal grant funds in the Project or any other requirement as set

out below, Contractor and its subcontractors shall comply with the following enactments, rules, regulations and orders:

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

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

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

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

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

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

ARTICLE 16 - PROJECT SIGNAGE

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

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

OWNER: SCHOOL BOARD OF
INDIAN RIVER COUNTY

CONTRACTOR: JOHNSON-DAVIS
INC.

By _____
School Board Chairman

By _____

Attest: _____
Superintendent

Attest: _____

(SEAL)

(CORPORATE SEAL)

Address for giving notices

Address for giving notices

604 Hillbrath Drive
Lantana, FL 33462

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

License No. CU-C043087

Agent for service of process:

School Dist. Attorney

Scott Johnson

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

Exhibit A

Owner Direct Material/Equipment Purchase Program

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

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

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

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

3. Subcontractor shall provide Contractor a list of all intended suppliers, vendors, and material men for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.

4. Upon request from Contractor, and in a timely manner, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Contractor, to specifically identify the materials which Owner had, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:

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

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

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

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

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

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

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

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

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

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

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

Approval to Award RFP #2015-22 to Cathco, Inc. for Parking Improvements at Treasure Coast Elementary - Mr. Morrison

A Request for Proposal (RFP) was promulgated for parking improvements at Treasure Coast Elementary. The scope of work includes additional parking and the extension of the parent pick-up/drop-off loop. The insurance certificate will be obtained by the District and reviewed by the Risk Management Department prior to the vendor receiving their Notice to Proceed and/or the issuance of a purchase order.

Notification was sent to seven (7) vendors in our vendor data base, was posted on the Purchasing Department’s website and also published in the Indian River Press Journal on April 8, 2015. Five (5) vendors attended the pre-bid meeting held on April 22, 2015. Proposals were due on May 6, 2015 and were publicly opened in the Purchasing Department. Two (2) responses were received and reviewed by the Evaluation Team and ranked as follows:

Legend: Award _____ Reject ()

Vendor	Total Points Awarded of Possible 300
Cathco, Inc.	<u>297</u>
Timothy Rose Contracting	276

The Purchasing Department recommends award to Cathco, Inc. as the lowest and best responsive and responsible bidder meeting specifications, terms, and conditions.

Failure to file a protest with the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver or proceedings under Chapter 120, Florida Statutes

SDIRC 2015-22 RFP for Parking Improvements at Treasure Coast Elementary

TOTAL POINTS AWARDED									
	Price	Qualifications	Staff Experience	Pending Litigation	Recent Commercial Projects and References	Scott Ganger	Rick Huff	Patrick McCarty	TOTAL POINTS ASSIGNED
Bidder	30	20	20	10	20				
<i>Catcho</i>						97	100	100	297
<i>Tim Rose</i>						86	95	95	276

*include ALT.
on this project*

OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)

THIS AGREEMENT is dated and will be effective on the **26th day of May, 2015**, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and **Cathco, Inc.** hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

PARKING IMPROVEMENTS
TREASURE COAST ELEMENTARY
For The School Board of Indian River County
Project No. SDIRC #2015-22

Parking Improvements on the Treasure Coast Elementary School campus located in Vero Beach, Florida. The Work shall include additional parking and extension of the parent pick-up/drop-off loop at Treasure Coast Elementary School and all required Site/Civil work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").

ARTICLE 2 – ARCHITECT

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

ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 67 calendar days (or by August 14, 2015) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 31 calendar days (or by September 14, 2015) from the date of Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$250.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion

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

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

ARTICLE 4 - CONTRACT PRICE

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

The Contractor's price(s) in the Bid Form is in the amount of **\$261,752.00 (Base Bid \$260,817.00/Alt # 1 \$935.00)**. The Owner will include a **\$12,000.00** contingency, for a total contract amount of **\$273,752.00**. Any contingency remaining at the closeout or completion of the project will be retained by the Owner.

ARTICLE 5 - PAYMENT PROCEDURES

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

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

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

General Requirements

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

90% of Work completed.

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

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

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

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

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

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

ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 8 - CONTRACT DOCUMENTS

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

- 8.1 This Agreement consisting of 36 pages.
- 8.2 Performance Bond and Payment Bond in accordance with F.S. 255.01 et. seq. consisting of TBD pages (plus Power of Attorney Forms as applicable).
- 8.3 Notice of Award
- 8.4 General Conditions consisting of (Itemization Attached)
- 8.5 Supplementary Conditions consisting of N/A.
- 8.6 Drawings to be prepared and provided by Schulke Bittle & Stoddard LLC.
- 8.7 Specifications to be prepared and provided by Schulke Bittle & Stoddard LLC.
- 8.8 Addenda numbers 1 to 2, inclusive.
- 8.9 CONTRACTOR'S Bid.
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement are not attached hereto, which shall be all Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Contract Documents.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner- Contractor Agreement; Modifications; Addenda; any Supplementary Conditions; the General

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

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

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

ARTICLE 9 – ARCHITECT

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

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

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

ARTICLE 10 – MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

1. Workers' Compensation:

- (a) State: As required by Chapter 440, Florida Statutes
- (b) Applicable Federal (e.g. Longshoremen's Statutory)
- (c) Employer's Liability: \$500,000.00

2. Commercial General Liability (including Premises Operations; Independent Contractor Hired; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
- (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

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

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

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

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

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

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

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

ARTICLE 11 – TERMINATION OF THE CONTRACT

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

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

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

ARTICLE 12 – CONTRACTOR

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

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

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

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

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

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

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

ARTICLE 13 - INDEMNIFICATION

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

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

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

ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM

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

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

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

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

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

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

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

ARTICLE 15 – TERMS

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

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

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

If to Owner: Facilities Planning & Construction
The School District of Indian River County, Florida
Mr. Scott Sanders
6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5017

Contractor: Cathco Inc.
Mr. Matthew Eisert
5550 41th Street
Vero Beach, FL 32967
Telephone: 772-562-8814
Fax: 772-562-0173
cathcoinc@bellsouth.net

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

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

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

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

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

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

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

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

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within a five-year period preceding the issuance of RFQ SDIRC# 2015-22 been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within a five-year period preceding the issuance of RFQ SDIRC# 2015-22 had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

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

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

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

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

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

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

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

ARTICLE 16 - PROJECT SIGNAGE

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

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

OWNER: SCHOOL BOARD OF INDIAN RIVER COUNTY

CONTRACTOR: CATHCO, INC.

By _____
School Board Chairman

By [Signature]
Matthew G. Elser Leo Phitt

Attest: _____
Superintendent
(SEAL)

Attest: [Signature]
Lyle G. Smith
(CORPORATE SEAL)



Address for giving notices

Address for giving notices
5550 41ST Street
Vero Beach, FL 32967

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

License No. C6C1520662

Agent for service of process:

School Dist. Attorney

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

PH

Exhibit A

Owner Direct Material/Equipment Purchase Program

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

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

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

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

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

C. Quantity needed as estimated by the Subcontractor.

D. The price quoted by the supplier for the materials identified therein.

E. Any sales tax associated, with such quote.

F. Delivery dates as established by Subcontractor.

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

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

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

7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.

8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.

9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Contractor, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Contractor for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Osceola School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.

10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work

and instead shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Contractor, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or no-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

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

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

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



School District of Indian River County

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

Frances J. Adams, Ed.D. - Superintendent

May 12, 2015

Cathco, Inc.
5550 41st Street
Vero Beach, FL 32967

Mr. Eisert,

Per our email correspondence, I am providing you with some clarification about the School District's intent concerning Substantial Completion and Liquidated Damages for the Treasure Coast Parking Improvements Project as discussed in the contract sent to you.

Article 3.1 of the contract requires that the work be substantially complete within 67 calendar days (or by August 14, 2015). Article 5.1.3 provides the project architect the authority to issue the Certification of Substantial Completion at his discretion. For the purposes of this project, Substantial Completion will be defined as having the proposed parking and extension of the parent pick-up/drop-off loop completed to a degree as to allow full functioning of these areas by parents and school staff. The lighting portion of the project can be completed after the Substantial Completion date as approved by the District in your construction schedule and phasing plan that you will submit to us at the approval of your contract by the School Board. These items include, but are not necessarily limited to the site lighting. Keep in mind that if heavy equipment is to be operated on a campus occupied by students (beginning August 24, 2015), then the proper fencing and other safety devices will have to be approved by the Building Department and provided during construction.

Article 3.2 of the contract discusses the entitlement of the District to assess liquidated damages. It is not the intent of the District to assess liquidated damages. This section is in the contract merely as a safeguard for the District to use in the event we have an unresponsive contractor performing work for us, which I am confident is not the case for this project. The District will work with you in any way necessary to avoid liquidated damages. We are prepared to approve extensions of the contract time for delays that are out of your control, with the understanding that it is your objective to have the parking areas and parent pick-up/drop-off loop functional on the first day of school as is discussed above.

Congratulations on being the low bidder on this project, and the District looks forward to working with you. I hope this explanation answers the questions you have, but please contact me to discuss this further if necessary, or if you have questions pertaining to anything else.

Thank you,


Scott Sanders
Director of Facilities Planning & Construction

Cc: Mr. Geoff Barkett, Schulke Bittle & Stoddard, LLC

"Educate and inspire every student to be successful"

Shawn Frost
District 1

• Dale Simchick
District 2

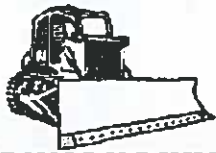
• Matthew McCain
District 3

• Charles Searcy
District 4

• Claudia Jiménez
District 5

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

hse



SITE WORK DIVISION

CATHCO, INC.

5550 41ST STREET * VERO BEACH, FL 32967 * (772) 562-8814 * FAX (772) 562-0173
cathcoinc@bellsouth.net

May 12, 2015

The School District of Indian River County, Florida
6055 62nd Avenue
Vero Beach, FL 32967

Mr. Scott Sanders,

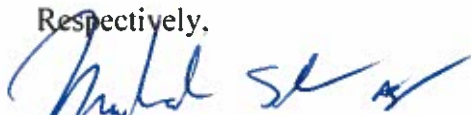
This letter is to inform you that the following people are authorized to sign for Cathco Inc.

Michael S. Eisert President

Matthew S. Eisert Vice President

Michael C. Eisert Vice President

Respectively,


Michael S Eisert
President

Sworn and subscribed before me this _____ day of _____, 2014

By _____ who he/she is personally known to me or he/she

has produced _____ as identification.



Notary Public Signature My Commission Expires:

Approval to Award RFP #2015-24 to Kerns Construction & Property Management Corp. for Single Point of Entry at Gifford Middle School - Mr. Morrison

A Request for Proposal (RFP) was promulgated for a single point of entry at Gifford Middle School. The scope of work includes the installation of storefront doors, ornamental fencing and all required structural work to establish a single point of entry for this campus. The insurance certificate will be obtained by the District and reviewed by the Risk Management Department prior to the vendor receiving their Notice to Proceed and/or the issuance of a purchase order.

Notification was sent to twenty-seven (27) vendors in our vendor data base and was posted on the Purchasing Department’s website. Four (4) vendors attended the pre-bid meeting held on April 22, 2015. Proposals were due on May 6, 2015 and were publicly opened in the Purchasing Department. Two (2) responses were received and reviewed by the Evaluation Team and ranked as follows:

Legend: Award _____ Reject ()

Vendor	Total Points Awarded of Possible 300
Kerns Construction & Property Management, Corp.	<u>300</u>
C.A.M. Group Construction & Service, LLC	280

The Purchasing Department recommends award Kerns Construction & Property Management Corp. as the lowest and best responsive and responsible bidder meeting specifications, terms, and conditions.

Failure to file a protest with the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver or proceedings under Chapter 120, Florida Statutes.

SDIRC 2015-24 RFP for Single Point of Entry at Gifford Middle

TOTAL POINTS AWARDED

	Price	Qualifications	Staff Experience	Pending Litigation	Recent Commercial Projects and References	Scott Ganger	Rick Huff	Patrick McCarty	TOTAL POINTS ASSIGNED
Bidder	30	20	20	10	20				
CAM Group						90	95	95	280
Kern's Construction						100	100	100	300

OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)

THIS AGREEMENT is dated and will be effective on the 26th day of May, 2015, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and Kerns Construction & Property Management Corp. (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

SINGLE POINT OF ENTRY
GIFFORD MIDDLE SCHOOL
For The School Board of Indian River County
Project No. SDIRC #2015-24

Single Point of Entry on the Gifford Middle School campus located in Vero Beach, Florida. The Work shall consist of installation of storefront doors and ornamental fencing to establish a single point of entry at Gifford Middle School and all required structural work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").

ARTICLE 2 – ARCHITECT

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

ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 67 calendar days (or by August 14, 2015) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 31 calendar days (or by September 14, 2015) from the date of Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$250.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion

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

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

ARTICLE 4 - CONTRACT PRICE

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

The Contractor's price(s) in the Bid Form is in the amount of \$ 50,362.00 (Base Bid \$43,655.00/Alt #1 \$6,707.00). The Owner will include a \$10,000.00 contingency, for a total contract amount of \$ 60,362.00. Any contingency remaining at the closeout or completion of the project will be retained by the Owner.

ARTICLE 5 - PAYMENT PROCEDURES

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

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

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

General Requirements

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

90% of Work completed.

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

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

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



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

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

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

ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

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

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ARTICLE 8 - CONTRACT DOCUMENTS

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

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

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

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

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

ARTICLE 9 – ARCHITECT

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



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

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

ARTICLE 10 – MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 – TERMINATION OF THE CONTRACT

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

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

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

ARTICLE 12 – CONTRACTOR

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

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

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



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

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

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

12.14 In undertaking the actions required under paragraph 12.13, Contractor shall prepare a Recovery Schedule and comply with the requirements thereof. If the schedule recovery actions taken by the contractor are not satisfactory, the Owner or Architect may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates (which shall be at Contractor's sole expense), without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.

12.15 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to access, transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Separate Prime Contractor conditions and schedules, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

ARTICLE 13 - INDEMNIFICATION

13.1 The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Agreement shall represent the specific consideration for the CONTRACTOR'S indemnification of the OWNER as is set forth in the General Conditions and Contract Document.

13.2 It is the specific intent of the parties hereto that the indemnification below complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

13.3 CONTRACTOR shall indemnify and hold harmless the OWNER, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful

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

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

ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM

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

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

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

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

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

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

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

ARTICLE 15 – TERMS

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

TJM

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

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

If to Owner: Facilities Planning & Construction
The School District of Indian River County, Florida
Mr. Scott Sanders
6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5017

Contractor: Kerns Construction & Property Management Corp.
Mr. Daniel Muschweck
1217 Delaware Avenue
Fort Pierce, FL 34950
Telephone: 772-985-5015

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

15.7 **Waiver.** No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of

any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

- 15.8 Captions. The headings used for the various portions of this Agreement and the Construction Documents are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or the intent of this Agreement, any section of this Agreement, or any section of the Contract Documents.
- 15.9 Severability. In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.
- 15.10 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are available under any provision of this Agreement to any party, in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.
- 15.11 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 15.12 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.
- 15.13 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.
- 15.14 No Construction Against Drafter. Each of the parties have been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.



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

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

in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within a five-year period preceding the issuance of RFQ **SDIRC# 2015-24** been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within a five-year period preceding the issuance of RFQ **SDIRC# 2015-24** had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

15.30 **Compliance with Federal Grant Requirements.** If made applicable by the use of federal grant funds in the Project or any other requirement as set

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ARTICLE 16 - PROJECT SIGNAGE

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

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

OWNER: SCHOOL BOARD OF
INDIAN RIVER COUNTY

CONTRACTOR: KERNS
CONSTRUCTION & PROPERTY
MANAGEMENT CORP.

By _____
School Board Chairman

By Daniel Musatjueck

Attest: _____
Superintendent
(SEAL)

Attest: Anthony Rocco
(CORPORATE SEAL)



Address for giving notices

Address for giving notices
1217 Delaware Avenue
Fort Pierce, FL 34950

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

License No. _____

Agent for service of process:

School Dist. Attorney

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

Exhibit A

Owner Direct Material/Equipment Purchase Program

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

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

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

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

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

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

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

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

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

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

and instead shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Contractor, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or no-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

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

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

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



AIA[®] Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: School District of Indian River County 1990 25th Street Vero Beach, FL 32960	PROJECT: SDIRC - WABASSO SCHOOL 8895 North US Highway 1 Sebastian, FL 32958	APPLICATION NO: FINAL	Distribution to:
FROM CONTRACTOR: Bill Bryant & Associates, Inc. 1550 Old Dixie Highway Vero Beach, FL 32960	VIA ARCHITECT: OCI Associates, Inc. 181 Melody Lane Pt. Pierce, FL 34950	PERIOD TO:	OWNER:
		CONTRACT FOR: General Construction	ARCHITECT:
		CONTRACT DATE: January 13, 2015	CONTRACTOR:
		PROJECT NOS: / 14-024 / SDIRC 2015-09	FIELD:
			OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	79,616.90
2. NET CHANGE BY CHANGE ORDERS	\$	-7,237.90
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	72,379.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	72,379.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. 0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	72,379.00
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	48,608.01
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	23,770.99
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 7,237.90
TOTALS	\$ 0.00	\$ 7,237.90
NET CHANGES by Change Order	\$	-7,237.90

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: W. Bryant
By: _____ Date: 4-30-15
State of: FLORIDA

County of: INDIAN RIVER

Subscribed and sworn to before me this 30 day of April 2015

Notary Public: GLORIA J. CUTTING
My Commission expires: August 18, 2015



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 23,770.99
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Engineer
By: Paul J. Walther Date: 5/7/15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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School District of Indian			
Ready, Set, Grow - PreKindergarten Transition For Fiscal Year 2015-16			
School/Department:	Curriculum and Instruction Dept		
Principal/Administrator:	Andrew Rynberg		
<u>Description</u>	<u>Amount Requested</u>	<u>Amount Awarded</u>	<u>Brief Justification</u>
John's Island Community Service League Grant	\$50,000	\$35,000	Received \$35,000 from the John's Island Community Service League (which is being added to a carry over balance of \$16,471.75 from the 2013-14 John's Island Community Service grant which remains in a restricted PreKindergarten SDIRC account from last year). The <u>\$35,000</u> + \$16,471.75 will be applied to this year's program = \$51,471.75
Indian River Community Foundation Grant	\$94,000	\$44,000	<u>\$44,000</u> from the Indian River Community Foundation – We asked them for \$94,000 but we received the JICSL funding and the IRCF asked us if we needed the full amount. Since we did not...they provided us with \$44,000
Consortium of Florida Education Foundations Match Grant Program	\$30,000	\$30,000	<u>\$30,000</u> from the Consortium of Florida Education Foundation's Match Grant Program (School District Matching Grant Program) – the attached grant application was written in a broad manner to fund this project and our Great Ideas! Grants
Total Requested Funds:	\$174,000	\$109,000	

2014 - 2015
Indian River County Funders Forum
Common Grant Request Application Form

***Refer to specific grantor guidelines for:
timeline, deadline, contact information, and number of copies required.***

Table of Contents

- Section I - Basic Information
Organization/Mission
Proposal
Certification
- Section II - Annual Operating Budgets
- Organization (Agency)
 - If multi county, Indian River County Budget
 - If specific program or project, that budget
- Section III - Attachments
IRS Letter of Determination
Most recent Form 990 including Schedule A
Financial Statement (prefer audited) for Past Two Years.
List of Board Members, Board Position, Affiliation or Profession,
and County of Residence.
Grant Application Checklist

SECTION I: BASIC INFORMATION

Date of application: Sep 26, 2014

ORGANIZATION:

Organization's name: Education Foundation of Indian River County, Inc.

Organization's legal name if different: n/a

Address: P.O. Box 7046 - 2926 Piper Drive, Building #13

City: Vero Beach

State: FL

Zip Code: 32961

Website: www.edfoundationirc.org

Year organization founded 1991

Are you a United Way agency? Yes No

Mission of your organization:

To enrich and enhance educational opportunities for all students and teachers, both public and private, through effective fundraising and efficient allocation of resources.

Description of your organization and history:

Overview:

The Education Foundation of Indian River County operates both as a funding source and as a service provider for the school community.

We work with the school system to develop, evaluate and secure funding for new, innovative projects, generated both by the system itself and by community organizations. In addition, we seek to support the students' opportunities to achieve school success and to develop the skills needed to meet the challenges of higher education and the pursuit of vocational interests.

History of the Organization:

Founded in 1991 by Mrs. Marion Block, Miss Alma Lee Loy and Mr. Dan Richardson, the Education Foundation of Indian River County, Inc. is a charitable, non-profit organization that is dedicated to working through funding initiatives designed to enrich educational opportunities for children enrolled in public, private, parochial and home schools throughout Indian River County.

Over the past 23 years the Education Foundation has diligently worked to build many programs. All of these programs have been carefully designed to answer a wide variety of needs in our community: the county science fair, school supplies, sneakers for children, teacher grants to fund "thinking out-of-the-box" curriculum and teacher recognition. These efforts have established the Education Foundation as the premier resource for pairing stakeholders with local educators in Indian River County. This valuable relationship allows us to continue to work on the front lines in our educational system, providing important resources and programs to ensure that children are not left behind on their academic journey.

This Education Foundation is unique in that it is the only one of ten in the state of Florida that does not fall under the umbrella of the local public school system. This structure allows us the ability to channel resources directly into the classroom, eliminating the bureaucracy that comes with traditional funding sources. The Education Foundation strives to serve the need of every child in Indian River County. Ninety percent of our budget is funded by private donations and grants.

The Education Foundation's entire financial resources are dedicated to funding unmet needs in the local school system. The Foundation exists to serve the School District of Indian River County.

Description of Organizational Services:

The Education Foundation of Indian River County (EF-IRC), an independent and self-funded organization, exists to fulfill unmet funding gaps of the School District of Indian River County through seven core programs that link and engage community leaders in the process of supporting public education. During the 2013-2014 school year the EF-IRC infused over \$375,000 in program services and awarded over \$475,000 in college scholarships and academic awards at the Indian River Regional Science & Engineering Fair.

List current programs/projects:

We provide the basic tools for students to be successful in an ever more competitive world. We support and fund innovation and large scale projects that provide critical resources not funded by normal tax revenues.

BASIC NEEDS:

School supply kits, sneakers, glasses, and vision screening all keep students on a path of learning with renewed confidence and self-esteem.

• Backpacks:

o 2,000 kits distributed annually

• Vision for Reading:

o 10,000 students have been screened (K-6th and 9th grades)

o 426 students received glasses and eye exams

• Sneaker Exchange:

o 2,000 pairs distributed annually

• Tools to Learn Teachers Supply Closet:

o 3,000 students have been served - annually

INNOVATIVE NEEDS:

Critical and abstract thinking skills are essential to preparing students to be successful in a global economy.

• Indian River Regional Science & Engineering Fair Program:

o Over one-million dollars in college scholarships offered each year

o 10,000 students compete in school based fairs

o Regional Fair: Elementary:

197 projects and 320 participants

Secondary: 198 projects and 214 participants

o 17 students advance to the State Science Fair in Lakeland, Florida;

13 took top awards

o 1 student took first place at the Intel International Science Fair

o Studies show that 5th and 8th grade students who participated in the science fair scored 14 points above those who did not on the FCAT

• Great Idea Grants - School Readiness and Post-Secondary Success:

o Voluntary Pre-Kindergarten Support: Funding a model classroom and extended summer school programs for 4 year olds.

o Career Academies: Funding the automotive, criminal justice and geospatial programs to prepare students for industry certification and collegiate success

o "Bring Your Own Device" - Technology grant funded by Impact 100

o School and classroom grants: \$95,000 in 2013-14 (12 school grants and 7 classroom)

Do you provide your own services or contract out to others: Provide own Contract out Both

If you contract out to whom?

n/a

Which counties do you serve?

How much do IRC Clients represent as % of total clients?

Number of Employees: Full time: Part time:

Number of Directors on Board of Directors:

Number of Directors who have contributed financially to Organization in last 12 months:

Litigation: Is there any pending litigation against your organization? Yes No If Yes, please explain:

Has your organization had to pay any court-ordered judgments in the past three years? If so, for what and how much?

Primary contact for this grant request application:

Name: Title:

Phone Number: Fax: Email:

Top Official: Title:

Phone Number: Fax: Email:

What month / day / time would be best for a site visit:

PROPOSAL:

Total dollar amount of your grant request: \$

Type of Request: Organization Operating Program Operating Capital Project

Focus area for this project/program: Arts/Culture Education Environment /
Recreation/Preservation Family Health & Wellness Social Services

Specific program/project name

(If Applicable. This would apply if the request is not for organization general operating):

Ready - Set - Grow! Reducing the Summer Slide to Increase Kindergarten Readiness

Description of the specific project/program

We are grateful for the funding we received from the John's Island Community Service League last year (2013-2014) to extend the school year for 4 year old children. The priority was given to homeless, migrant and low scoring students. This proposal seeks additional funding to continue the project, include more students and add more instructional time to reduce the potential summer slide and increase Kindergarten readiness rates.

The Need:

We have secured funding for June to serve the Non-title 1, Treasure Coast Elementary School, location. These funds are from the School District Education Foundation Matching Grants program. The School District has dedicated Title 1 funds (Federal Title 1 funds) to serve the Title 1 Elementary School locations as outlined in the Project Information section of the grant.

We are seeking a grant of \$50,000 of the needed \$94,000.00 to help us extend the school year for 75 students through the end of July 2015. We are applying for an additional \$44,000.00 from other funders to cover the total bill for personnel and transportation (please see option #3 under Project Information). Option #3 will allow for 5 classrooms of fifteen students additional instructional time to increase the following Kindergarten readiness skills: print knowledge, phonemic awareness, math, oral language, and vocabulary.

If we are not successful in raising the additional funds we would be limited to serving only 45 students in the month of July.

The Goal:

The goal of this project is to increase the Kindergarten readiness of the 4 year old students. This will decrease the potential for summer slide by extending the school year for children who have participated during the school year in the Voluntary Pre-Kindergarten (VPK) program.

Why this project is important:

Presently, if a four year old child has participated in the VPK program that runs from August through early June, they are unable to extend their year by participating in a summer program.

This proposal seeks funding to allow 4year olds who need additional time and high quality instruction to participate in a summer program. By extending their school year we will be able to increase the Kindergarten readiness for targeted low performing schools.

Specifically, this program will fund intervention services to students attending a low socio-economic identified school site. Students will be determined eligible if:

- They have all ready participated in a Voluntary Pre-Kindergarten Program during the 2014-2015 school year.
- Priority will again be given to homeless, migrant, and low scoring students.

If Project: Start date End date

Timeline: Describe the anticipated timeline for distribution of grant funds:

March 2015 - Notification from funders that grants have been approved
Proposal for School Board approval
Post teacher positions
Staff applications are due; remove applications from website.
Select teachers (retain all applications including regrets)
Submit staff list to School Board

April 1, 2015:
- Use the Connect Five messaging to inform parents about registering for the extended school year program
- Complete the Summer Feeding Agreement and send to the Director of Food Services
- Prepare and maintain spread sheet for student registration (per site)

Mid-April: Order consumable supplies, send parent information home with student registration

End-April: Student registrations and bus registrations due

May 15, 2015 - Schools send confirmation/transportation letters to parents

June 10-11, 2015 - Training, curriculum planning and room set-up. Orientation for parents

June 15, 2015 - First day for students

July 31 - Last day for students

Staff Day: 7:30 a.m. - 2:45 p.m.
Student Day: 8:00 a.m. - 2:30 p.m.

Describe how this specific program/project contributes to the organization's mission and long-range plan?

The Education Foundation of Indian River County's (EF-IRC) mission is to fund unmet educational needs for the School District of Indian River County (SDIRC). The EF-IRC works closely with the Superintendent of Schools to identify funding needs that are aligned with the school districts long range plans of student achievement.

The Superintendent, Dr. Fran Adams, has set an aggressive goal of a 90% literacy rate for third grade students by the year 2018. This project is essential to our efforts to support this target.

We know that we need to increase the literacy of our lowest performing, socio-economic group if we are going to be successful for the future of our community.

Dr. Adams has asked the EF-IRC, as well as, key stakeholders to support this community-wide effort. Presently, the EF-IRC is working to form an alliance of non-profit and community leaders in the process of formalizing this strategy to ask each group to identify what their role will be in support the literacy effort. The EF-IRC is joined by the Indian River Community Foundation, the United Way, the Chamber of Commerce, the Learning Alliance, and the McCabe Foundation are just a few that are stepping out aggressively to involve the community.

Targeted Population: Total numbers/clients served annually in Indian River County? Describe the need for your program/project in Indian River County. Who will be served? Include demographics (e.g. gender, age, race, socioeconomic, etc.) and geographic area. What is the capacity of the program/project?

Background Information: All Voluntary Pre-K providers (school districts are included) are responsible for teaching the Florida's Learning and Developmental Standards for Four Year Olds. VPK providers are held accountable by the reporting of a Readiness Rate, which is

calculated when the VPK students enter Kindergarten and are assessed with the Florida Kindergarten Readiness Screeners (FLKRS).

Calculated District Readiness Rates by School Site based on fall 2013 data:

Site Score (% of Students "Ready")

Beachland 74%

Citrus 72%

Dodgertown 63%

Fellsmere 44%

Glendale 65%

Highlands 49%

Liberty Magnet 75%

Osceola Magnet 95%

Pelican Island 78%

Rosewood Magnet 89%

Sebastian 70%

Treasure Coast 60%

Vero Beach 53%

SDIRC Average 68%

Charter Schools

North County Charter 81%

Imagine 87%

St. Peter's 100%

Charter School Average 87%

All Average 71%

Is any other organization addressing this problem or issue now? If yes, which

Presently, there are Title I funds to extend the school year for 12 days until the end of June at identified Title 1 school sites.

The only non-profit addressing this issue in our county is the Education Foundation of Indian River County, in partnership, with private funders and philanthropists.

There is no other program or provider that is offering struggling/at-risk 4 year olds an option to extend their Voluntary Pre-K school year.

Program/Project Goal: Describe the goals and overall impact of the program/project.

Increase the number of children who are Kindergarten ready -> thus increasing the literacy rate because children will be reading by the time they enter Kindergarten.

b) Expand access: Create more quality capacity to serve 4 year old children through the SDIRC program.

c) To increase/expand access to high-quality preschool education programs. These programs have the potential to reduce educational inequality in preschool education participation.

d) To offer child-centered, intellectually stimulating, effective preschool education programs for 4-year olds that gives children a jump start by preparing them for school and enhancing their pre-reading, pre-math, language and social skills.

e) Support the achievement of the Voluntary Pre-Kindergarten Education Standards for 4-year old students.

Problems/Issues: Lack of preschool programs available, particularly for the children in poverty. This project was initiated because of growing research in the behavioral and social sciences that points to the critical importance of early life experiences in shaping the developmental outcomes for children in later life. These formative years are critical because this is the period of the most rapid development in the areas of physical growth, motor skills, brain development, language formation, emerging self-concept, and social and behavioral skills.

Voluntary Pre-Kindergarten or VPK gives children a jump start by preparing them for school and enhancing their pre-reading, pre-math, language and social skills. By developing the skills children need to become strong readers and good students at an early age, children are more likely to be successful in school. SDIRCs VPK classrooms offer high-quality programs that include high literacy standards, developmentally appropriate curricula, manageable class sizes, and qualified teachers.

Program/Project Design: Describe the program objectives, strategies and activities. Explain how the design will enable the organization to address the problem or need.

The objective of this program is to increase the Kindergarten readiness rate of at-risk four year olds who need the benefit of high quality instruction.

Some of these students will have participated in the school district's highly accredited VPK. Others will have been part of lower performing centers. The extended school year program gives teachers more time with these students to help them improve their print knowledge, phonemic awareness, and oral language.

This will be achieved by providing access to high quality instruction, an enriching and engaging environment, highly qualified staff, and developmentally appropriate curriculum. In addition, the program will screen and monitor their developmental progress, social and emotional progress, vision and hearing, speech and language. As this program is located on an elementary school campus, full access to the cadre of professionals and services is also extended to the students. Pre-K children determined to be in need and eligible for exceptional services will also have ready access to further evaluation and services to address those needs.

Program/Project Evaluation: Describe the proposed program or project outcomes. Outline a plan to document progress and results based on proposed outcomes. How will the expected outcomes and the effectiveness of the activities be measured? What will be the criteria for success? How will financial benchmarks be used to measure success? What tools will be used to evaluate the program/project (surveys, records, pre- and post-tests, interviews, etc.)?

Pre/post developmental screening data, and the ongoing progress monitoring/reporting of Voluntary Pre-K Standards will be used to measure success.

This past summer we learned that the standardized VPK assessments did not have the ability to be sensitive to incremental changes in short periods of time. The School District leaders of last summer's program developed additional assessments and checklists to track and monitor student progress.

Last Year's Results using the VPK Assessment:

Print Knowledge:

Students entered in June with 76% Exceeding Expectations and 14% Meeting Expectations and 10% Below Expectations.

The students who left in July achieved 90% Exceeding Expectations and 10% Meeting Expectations.

Phonemic Awareness:

Students entered in June with 58% Exceeding Expectations and 28% Meeting Expectations and 14% Below Expectations.

The students who left in July achieved 80% Exceeding Expectations and 10% Meeting Expectations, 10% Below Expectations.

Math:

Students who entered in June with 56% Exceeding Expectations and 35% Meeting Expectations and 9% Below Expectations.

The students who left in July achieved 70% Exceeding Expectations and 25% Meeting Expectations and 5% Below Expectations.

Oral Language/Vocabulary:

Students who entered in June with 51% Exceeding Expectations and 42% Meeting Expectations and 7% Below Expectations.

The students who left in July achieved 80% Exceeding Expectations and 20% Meeting Expectations

We further assessed in July with administering a checklist for upper case letters, lowercase letters, letter sounds and numbers. In this data we saw:

Upper case:

66% of the students who entered in July were able to identify 90% of the letters. 92% of the students exited in July at the 90% level.

Lower case:

62% of the students who entered in July were able to identify 90% of the letters. 79% of the students exited in July at the 90% level.

Letter sounds:

54% of the students who entered in July were able to identify 90% of the sounds. 92% of the students exited in July at the 90% level.

Numbers:

Students who entered in July with 58% of the students meeting the standard and left with 80% of the students meeting the standard.

Program/Project Collaboration: If proposal is a collaborative effort, please describe the collaboration (be specific) and list all partners. Please attach letters of support from each organization to be involved in collaboration:

The School District of Indian River County and The Educational Foundation of Indian River, Inc, strongly support the investment in high quality preschool programs. We believe that these investments early in a child's life will lead to enhanced academic achievement, a greater likelihood of going to college, a reduction in teenaged parenthood, and a greater likelihood of obtaining skilled employment as an adult.

The school district has a proven VPK program as evidenced by the Florida VPK Readiness Rate. SDIRC's 2011-12 VPK program reported readiness rate was 86% as compared to the State's reported readiness rate of 68%.

Program/Project Sustainability: Specify plans for financing the program/project at the termination of the grant. List other financing sources or strategies in place or being developed.

The request for \$50,000 is to provide 1 Lead Teacher, 5 (college certified) teachers, 5 paraprofessionals, and 5 clinic/clearicals for 5 low socio-economic identified school site locations throughout the county. This budget also include transportation for these children. These calculations are based on the budget from last year's July pilot program.

Why teachers with four year degrees make the difference:

As per the No Child Left Behind Act (NCLB), the School District of Indian River County is required to hire teachers with a minimum of Bachelor's degree. Paraprofessionals employed by the school district must also meet the NCLB paraprofessional requirements. In addition, research indicates that it is a best practice to place highly qualified staff with the most at-risk students to ensure optimum student achievement.

According to the National Institute for Early Education research, "teachers who have earned four-year degrees (BA or BS) are better equipped to provide high quality preschool education than are teachers with a two-year degree (AA), Child Development Associate (CDA), or High School diploma (even when these teachers have had training in child development)." Better-educated teachers have more positive and responsive interactions with children, provide richer language and cognitive experiences and spend more time on goal-directed activities. The report also states that classrooms taught by teachers with a BA or BS are higher in overall quality than classrooms taught by teachers with less than a four-year degree. Highly qualified teachers have higher literacy levels than AA degreed teachers. This is critical since teacher literacy levels are a predictor of preschool quality.

This is important to point out because most VPK programs in IRC do not use college trained teachers. This is because of the expense.

Project Information: What proposals or cost estimates have been received? Are tender permits, governmental contracts, drawings, leases, site plans, etc. in place? Is there anything else a potential funder should consider in reviewing this project?

Tiered Funding Options: We are seeking funding to support Option #3. The following three opportunities show a comparison of how financial support can serve more students and make a greater impact to advance Kindergarten readiness rates.

Pre-K to K Summer Transition Program for the following proposed sites:

- DTE - Dodgertown Elementary
- FES - Fellsmere Elementary
- IRC - Indian River Academy (formerly Highlands Elementary School)
- TCE - Treasure Coast Elementary
- VBE - Vero Beach Elementary School

Option 1:

Site	June (14 days)	Funding July (22 days)	Funding
TCE	2 units (30 students)	Grant(s) 1 unit (15 students)	Grant(s)
IRA	2 units (30 students)	TITLE I 1 unit (15 students)	Grant(s)
FES	2 Units (30 students)	TITLE I 1 unit (15 students)	Grant(s)
TOTAL	6 units (90 students)	3 units (45 students)	

Option 2

Site	June (14 days)	Funding July (22 days)	Funding
TCE	2 units (30 students)	Grant(s) 1 unit (15 students)	Grant(s)
IRA	2 units (30 students)	TITLE I 1 unit (15 students)	Grant(s)
FES	2 units (30 students)	TITLE I 1 unit (15 students)	Grant(s)
VBE	2 units (30 students)	TITLE I 1 unit (15 students)	Grant(s)
TOTAL	8 units (120 students)	4 units (60 students)	

Option 3

Site	June(14 days)	Funding July(22 days)	Funding
TCE	2 units (30 students)	Grant(s) 1 unit (15 students)	Grant(s)
IRA	2 units (30 students)	TITLE I 1 unit (15 students)	Grant(s)
FES	2 units (30 students)	TITLE I 1 unit (15 students)	Grant(s)
VBE	2 units (30 students)	TITLE I 1 unit (15 students)	Grant(s)
DTE	2 units (30 students)	TITLE I 1 unit (15 students)	Grant(s)
TOTAL	10 units (150 students)	5 units (75 students)	

Grant Cost Allocation by Option:

Personnel Option 1

	June:	July:
Teacher Lead	\$5,234.50	\$6,061.00
Teacher	\$7,714.00	\$18,183.00
Teacher Asst.	\$3,654.00	\$8,613.00
Clinic/Clerical	\$1,827.00	\$8,613.00
Subtotal:	\$18,429.50	\$41,470.00
Total:	\$59,638.50	

Personnel Option 2:

	June:	July:
Teacher Lead	\$5,234.50	\$6,061.00
Teacher	\$7,714.00	\$24,244.00
Teacher Asst.	\$3,654.00	\$11,484.00
Clinic/Clerical	\$1,827.00	\$11,484.00
Subtotal:	\$18,429.50	\$53,273.00
Total:	\$71,441.50	

Personnel Option 3:

	June:	July:
Teacher Lead	\$5,234.50	\$6,061.00
Teacher	\$7,714.00	\$30,305.00
Teacher Asst.	\$3,654.00	\$14,355.00
Clinic/Clerical	\$1,827.00	\$14,355.00
Subtotal:	\$18,429.50	\$65,076.00
Total:	\$83,244.50	

Transportation:

Option 1

	June:	July:
Personnel	\$2,400.00	\$13,200.00
Total:	\$15,600.00	

Option 2

	June:	July:
Personnel	\$2,400.00	\$17,600.00
Total:	\$20,000.00	

Option 3

	June:	July:
Personnel	\$2,400.00	\$22,000.00
Total:	\$24,400.00	

Curriculum:

Option 1

	June:	July:
	\$800.00	\$1,500.00
Total:	\$2,300.00	

Option 2

	June:	July:
	\$800.00	\$2,000.00
Total:	\$2,800.00	

Option 3

	June:	July:
	\$800.00	\$2,500.00
Total:	\$3,300.00	

Postage:

Consumables:

Books:

Mileage:

Option 1: \$27,75	\$2,206.48	\$855.00	\$352.35
Option 2: \$33.30	\$2,206.48	\$1,080.00	\$352.35
Option 3: \$38.85	\$3,367.78	\$1,305.00	\$352.35
Total:	\$7,780.74	\$3,240.00	\$1,057.05

TOTALS All Costs:

Option 1
 June \$22,285.13 July \$59,972.60
 Total Option 1 = \$82,257.13 - Non-title I/Grant funding to provide 2 units (30 students) in June. Non-Title I/Grant funding will provide 3 unites (45 students) an additional 22 days in July.

Option 2
 June \$22,296.23 July \$76,492.35
 Total Option 2 = \$98,788.58 - Non-Title I/Grant funding to provide 2 units (30 students) in June. Non-Title I/Grant funding will provide 4 unites (60 students) an additional 22 days in July

Option 3
 June \$22,296.23 July \$94,012.10 - Non-Title I/Grant funding to provide 2 units (30 students) in June. Non-Title I/Grant funding will provide an additional 5 units (75 students) an additional 22 days in July.
 Total Option 3 = \$116,308.33

Risks: What are largest risks to the organization and project/program?

Lack of funding will result in an academic deficit for this poverty level group of children. This means that 75 children in the month of July 2015 will not be allowed the basic right to a quality education. Fifty percent of these 75 children will be either sitting at home (not in school) or are enrolled in a substandard program. The long range risk is that these children will not be ready for Kindergarten and we will spend additional dollars trying to help them "catch up."

Other Useful Information: Is there anything else we should consider in reviewing this grant request?

The Education Foundation is applying for funding from the following funding sources:

1. Indian River Club - \$5,000
2. Indian River Community Foundation - \$50,000
3. PNC Foundation - \$15,000
4. Paddle Raiser at Education Foundation Fall Benefit - \$10,000

CERTIFICATION:

As a Florida nonprofit organization, you are required to register with the State as a charity. Please provide a copy of your registration letter.

In addition, the top official of your organization as well as the chairperson for your governing board must sign the following statement:

1. Submission of this funding proposal is authorized by our organization's Board of Directors.

2. Tax exemption under IRS Section 501 (C) (3) has not been revoked or modified for

59-3118402

(Name of Organization)

3. The applicant organization understands that should the request be made, the applicant organization will furnish a Year-End Report showing how the funds were spent and that the funds were spent solely for the purposes for which the grant was sought. The applicant organization also understands that it will be expected to accept the terms and conditions set out by each individual Funder.

We certify that to the best of our knowledge, the statements contained in this application are true correct and complete.

Top Organization Official:

Board Chairperson

Cynthia Falardeau

Gail Kinney

(Print Name)

(Print Name)

Executive Director

Board President

(Title)

(Title)

(Signature) (Date)

(Signature) (Date)

SECTION III: ATTACHMENTS
Print Page and Use As Check List

1. IRS Letter of Determination that confirms your not-for-profit status and organization type.
2. Most recent Form 990 including Schedule A
3. Financial statement, prefer audited, for the last two completed fiscal years.
4. List of board members, board position, affiliation or profession, county of residence.

GRANT APPLICATION CHECKLIST (see specific grantor guidelines for variations):

- Did you email the Grant Application with Financials?
- Have you sent one original Grant Application with Financials, plus 2 copies?
- Did you clearly outline the need / use of the grant request?
- Did Executive Director and Chair of the Board of Directors sign the certification on the Grant Application? (This must be two different individuals.)
- Did you attach 3 copies of a complete list of your Board members, including name, position on Board, profession or affiliation and county of residence, to this grant application?
- Did you deliver the 501© (3) letter?
- Did you include 3 copies of the applicant's most recent IRS Form 990, including Schedule A for the past two (2) years with this application?
- Did you include 3 copies of the applicant's financial statements for the past two years with this grant application?
- Do not send newsletters, emails/letters of recommendations and publicity materials.

Ready-Set-Grow! Reducing the Summer Slide to Increase Kindergarten Readiness Rates

1. Organizational Information

Founded in 1991 by Mrs. Marion Block, Miss Alma Lee Loy and Mr. Dan Richardson, the Education Foundation of Indian River County, Inc. is a charitable, non-profit organization that is dedicated to working through funding initiatives designed to enrich educational opportunities for children enrolled in public, private, parochial and home schools throughout Indian River County.

Over the past 23 years the Education Foundation has diligently worked to build a multitude of programs. All of these programs have been carefully designed to answer a wide variety of needs in our community: the county science fair, school supplies, sneakers for children, teacher grants to fund “thinking out-of-the-box” curriculum and teacher recognition. These efforts have established the Education Foundation as the premier resource for pairing stakeholders with local educators in Indian River County. This valuable relationship allows us to continue to work on the front lines in our educational system, providing important resources and programs to ensure that children are not left behind on their academic journey.

Mission statement

To enrich and enhance educational opportunities for all students and teachers, both public and private, through effective fundraising and efficient allocation of resources.

Current programs and accomplishments; what makes your organization unique

The Education Foundation of Indian River County operates both as a funding source and as a service provider for the school community.

We work with the school system to develop, evaluate and secure funding for new, innovative projects, generated both by the system itself and by community organizations.

In addition, we seek to support the students' opportunities to achieve school success and to develop the skills needed to meet the challenges of higher education and the pursuit of vocational interests.

Accomplishments – Fulfilling Basic and Innovative Needs to Benefit Students:

BASIC - School supply kits, sneakers, glasses, and vision screening all keep students on a path of learning with renewed confidence and self-esteem.

INNOVATIVE - School/district-wide grants and science programs support investments in technology to provide critical and abstract thinking skills that are essential to preparing students to be successful in a global economy.

- Voluntary Pre-Kindergarten Support: Funding a model classroom and extended summer school programs for 4 year olds.
- Career Academies: Funding the automotive, criminal justice and geospatial programs to prepare students for industry certification and collegiate success
- “Bring Your Own Device” – Technology grant funded by Impact 100
- School and classroom grants: \$95,000 in 2013-14 (12 school grants and 7 classrooms)

2. Purpose of the Grant:

Problem and Need:

Presently, there are Title I funds to extend the school year for 14 days until the end of June at identified Title 1 school sites.

The only non-profit addressing this issue in our county is the Education Foundation of Indian River County, in partnership, with private funders and philanthropists.

There is no other program or provider that is offering struggling/at-risk 4 year olds an option to extend their Voluntary Pre-K school year.

Lack of preschool programs available, particularly for the children of poverty: This project was initiated because of growing research in the behavioral and social sciences that points to the critical importance of early life experiences in shaping the developmental outcomes for children in later life. These formative years are critical because this is the period of the most rapid development in the areas of physical growth, motor skills, brain development, language formation, emerging self-concept, and social and behavioral skills.

The SDIRC identifies students of poverty.

Project/Program Goal – Describe the goals and overall impact of the project:

a) Increase the number of children who are Kindergarten ready -> thus increasing the literacy rate because children will be reading by the time they enter Kindergarten.

b) Expand access: Serve more 4 year olds with a quality SDIRC program.

c) To increase/expand access to high-quality preschool education programs. These programs have the potential to reduce educational inequality in preschool education participation.

d) To offer child-centered, intellectually stimulating, effective preschool education programs for 4-year olds that give children a jump start by preparing them for school and enhancing their pre-reading, pre-math, language and social skills.

e) Support the achievement of the Voluntary Pre-Kindergarten Education Standards for 4-year old students.

Additional Outcomes:

Voluntary Pre-Kindergarten or VPK gives children a jump start by preparing them for school and enhancing their pre-reading, pre-math, language and social skills. By developing the skills children need to become strong readers and good students at an early age, children are more likely to be successful in school. SDIRCs VPK classrooms offer high-quality programs that include high literacy standards, developmentally appropriate curricula, manageable class sizes, and qualified teachers.

Project/Program Design:

This program is designed to increase the Kindergarten readiness rate of at-risk four year olds who need the benefit of high quality instruction.

Some of these students will have participated in the school district's highly accredited VPK. Others will have been part of lower performing centers. The extended school year program gives teachers more time with these students to help them improve their print knowledge, phonemic awareness, and oral language.

This will be achieved by providing access to high quality instruction, an enriching and engaging environment, highly qualified staff, and developmentally appropriate curriculum. In addition, the program will screen and monitor their developmental progress, social and emotional progress, vision and hearing, speech and language. As this program is located on an elementary school campus, full access to the cadre of professionals and services is also extended to the students. Pre-K children determined to be in need and eligible for exceptional services will also have ready access to further evaluation and services to address those needs.

Timeline:

March 2015 - Notification from funders that grants have been approved

- Proposal for School Board approval
- Post teacher positions
- Staff applications are due; remove applications from website.
- Select teachers (retain all applications including regrets)
- Submit staff list to School Board

April 1, 2015:

- Use the Connect Five messaging to inform parents about registering for the extended school year program
- Complete the Summer Feeding Agreement and send to the Director of Food Services
- Prepare and maintain spread sheet for student registration (per site)

Mid-April: Order consumable supplies, send parent information home with student registration

End-April: Student registrations and bus registrations due

May 15, 2015 - Schools send confirmation/transportation letters to parents

June 10-11, 2015 - Training, curriculum planning and room set-up. Orientation for parents

June 15, 2015 - First day for students

July 31 - Last day for students

Staff Day: 7:30 a.m. - 2:45 p.m. --Student Day: 8:00 a.m. - 2:30 p.m.

Why teachers with four year degrees make the difference:

Research indicates that it is a “best practice” to place highly qualified staff with the most at-risk students to ensure optimum student achievement.

As per the No Child Left Behind Act (NCLB), the School District of Indian River County is required to hire teachers with a minimum of a Bachelor’s degree. Paraprofessionals employed by the SDIRC must also meet the NCLB paraprofessional requirements. According to the National Institute for Early Education research, “teachers who have earned four-year degrees (BA or BS) are better equipped to provide high quality preschool education than are teachers with a two-year degree (AA), Child Development Associate (CDA), or High School diploma (even when these teachers have had training in child development).”

This is important to point out because most VPK programs in IRC do not use college trained teachers. This is because of the expense.

Sustainability:

Increasing Kindergarten readiness rates provides a long term return on the investment for our community. The demonstrated outcomes from last year guarantee results. This high level of accountability will continue to garner support from private funders to invest in making Indian River County the literacy capital of the world.

3. Evaluation:

Pre/post developmental screening data, and the ongoing progress monitoring/reporting of Voluntary Pre-K Standards will be used to measure success.

This past summer we learned that the standardized VPK assessments did not have the ability to be sensitive to incremental changes in short periods of time. The School District leaders of last summer's program developed additional assessments and checklists to track and monitor student progress.

Last Year's Results using the VPK Assessment:

Measureable Outcome: Based on last year’s outcomes, listed below, we anticipate that 80% of all participants will leave the program exceeding expectations.

Print Knowledge:

Students entered in June with 76% Exceeding Expectations and 14% Meeting Expectations and 10% Below Expectations.

The students who left in July achieved 90% Exceeding Expectations and 10% Meeting Expectations.

Phonemic Awareness:

Students entered in June with 58% Exceeding Expectations and 28% Meeting Expectations and 14% Below Expectations.

The students who left in July achieved 80% Exceeding Expectations and 10% Meeting Expectations, 10% Below Expectations.

Math:

Students who entered in June with 56% Exceeding Expectations and 35% Meeting Expectations and 9% Below Expectations.

The students who left in July achieved 70% Exceeding Expectations and 25% Meeting Expectations and 5% Below Expectations.

Oral Language/Vocabulary:

Students who entered in June with 51% Exceeding Expectations and 42% Meeting Expectations and 7% Below Expectations.

The students who left in July achieved 80% Exceeding Expectations and 20% Meeting Expectations

We further assessed in July with administering a checklist for upper case letters, lowercase letters, letter sounds and numbers. In this data we saw:

Upper case:

66% of the students who entered in July were able to identify 90% of the letters. 92% of the students exited in July at the 90% level.

Lower case:

62% of the students who entered in July were able to identify 90% of the letters. 79% of the students exited in July at the 90% level.

Letter sounds:

54% of the students who entered in July were able to identify 90% of the sounds. 92% of the students exited in July at the 90% level.

Numbers:

Students who entered in July with 58% of meeting the standard - 80% of the students exited meeting the standard.

Measurements:

Pre/post developmental screening data, and the ongoing progress monitoring/reporting of Voluntary Pre-K Standards will be used to measure success.

Executive Summary – Education Foundation of Indian River County (EF-IRC)

“Ready-Set-Grow! Reducing the Summer Slide to Increase Kindergarten Readiness”

Brief description of the project or program: Last year the EF-IRC received funding from the John's Island Community Service League to extend the 2013-2014 school year for 4 year old children enrolled in the School District of Indian River County's Voluntary Pre-Kindergarten Program. The priority was given to homeless, migrant and low scoring students.

The proposal seeks additional funding to continue and expand the project. The project will include more students and add instructional time. This will reduce the potential summer slide and increase Kindergarten readiness rates. The project continues our work to support the Moonshot Moment through collaborative partnerships, volunteer placement and program services.

The Need:

We are seeking a grant of \$94,000.00 to help us extend the school year for 75 students through the end of July 2015. Presently, we have a pending grant application with the John's Island Community Service League.

We have secured funding for June to serve the Non-title 1, Treasure Coast Elementary School, location. These funds are from the School District Education Foundation Matching Grants program. The School District has dedicated Title 1 funds (Federal Title 1 funds) to serve 4 - Title 1 Elementary School locations (60 children). Please note: Title I funds cannot be expended past June 30th.

A total investment of \$116,000 is needed to allow for 5 classrooms of fifteen students additional instructional time.

If we are not successful in raising the additional private funds we would be limited to serving children for an additional 14 days in June.

Outcomes:

Increase Kindergarten readiness skills: print knowledge, phonemic awareness, math, oral language, and vocabulary.

Why this project is important:

Presently, if a four year old child has participated in the VPK program that runs from August through early June, they are unable to extend their year by participating in a summer program.

Why the EF-IRC?

Our focus is to fund the unmet educational needs for the School District of Indian River County (SDIRC). The EF-IRC works closely with the Superintendent of Schools to identify funding needs that are aligned with the school districts long range plans of student achievement. This project aligns with the Superintendent's Moonshot Moment Goal and our commitment to that goal. It also aligns with our mission.

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2014 - 2015
Indian River County Funders Forum
Common Grant Request Application Form

***Refer to specific grantor guidelines for:
timeline, deadline, contact information, and number of copies required.***

Table of Contents

- Section I - Basic Information
Organization/Mission
Proposal
Certification
- Section II - Annual Operating Budgets
- Organization (Agency)
 - If multi county, Indian River County Budget
 - If specific program or project, that budget
- Section III - Attachments
IRS Letter of Determination
Most recent Form 990 including Schedule A
Financial Statement (prefer audited) for Past Two Years.
List of Board Members, Board Position, Affiliation or Profession,
and County of Residence.
Grant Application Checklist

Description of Organizational Services:

The Education Foundation of Indian River County (EF-IRC), an independent and self-funded organization, exists to fulfill unmet funding gaps of the School District of Indian River County through seven core programs that link and engage community leaders in the process of supporting public education. During the 2013-2014 school year the EF-IRC infused over \$375,000 in program services and awarded over \$475,000 in college scholarships and academic awards at the Indian River Regional Science & Engineering Fair.

List current programs/projects:

We provide the basic tools for students to be successful in an ever more competitive world. We support and fund innovation and large scale projects that provide critical resources not funded by normal tax revenues.

BASIC NEEDS:

School supply kits, sneakers, glasses, and vision screening all keep students on a path of learning with renewed confidence and self-esteem.

- Backpacks:
 - o 2,000 kits distributed annually
- Vision for Reading:
 - o 10,000 students have been screened (K-6th and 9th grades)
 - o 426 students received glasses and eye exams
- Sneaker Exchange:
 - o 2,000 pairs distributed annually
- Tools to Learn Teachers Supply Closet:
 - o 3,000 students have been served - annually

INNOVATIVE NEEDS:

Critical and abstract thinking skills are essential to preparing students to be successful in a global economy.

- Indian River Regional Science & Engineering Fair Program:
 - o Over one-million dollars in college scholarships offered each year
 - o 10,000 students compete in school based fairs
 - o Regional Fair: Elementary:
 - 197 projects and 320 participants
 - o Secondary: 198 projects and 214 participants
 - o 17 students advance to the State Science Fair in Lakeland, Florida;
 - 13 took top awards
 - o 1 student took first place at the Intel International Science Fair
 - o Studies show that 5th and 8th grade students who participated in the science fair scored 14 points above those who did not on the FCAT
- Great Idea Grants - School Readiness and Post-Secondary Success:
 - o Voluntary Pre-Kindergarten Support: Funding a model classroom and extended summer school programs for 4 year olds.
 - o Career Academies: Funding the automotive, criminal justice and geospatial programs to prepare students for industry certification and collegiate success
 - o "Bring Your Own Device" – Technology grant funded by Impact 100
 - o School and classroom grants: \$95,000 in 2013-14 (12 school grants and 7 classroom)

Do you provide your own services or contract out to others: Provide own Contract out Both

If you contract out to whom?

n/a

PROPOSAL:

Total dollar amount of your grant request: \$

Type of Request: Organization Operating Program Operating Capital Project

Focus area for this project/program: Arts/Culture Education Environment /
Recreation/Preservation Family Health & Wellness Social Services

Specific program/project name

(If Applicable. This would apply if the request is not for organization general operating):

"SMART Tables for Pre-K: Growing and Learning the Digital Way"

Description of the specific project/program

We are seeking funding to purchase 7 interactive, digital, multi-media, multi-touch SMART tables to benefit economically disadvantaged students enrolled in the School District of Indian River County's Voluntary Pre-Kindergarten (Pre-K) program on 6 school campuses.

The SMART 4042i (<https://www.youtube.com/watch?v=WaUxBkkvcmE>) is a digital learning table that interfaces with existing digital and interactive white boards that hang on classroom walls. The SMART Table engages Pre-K learners, including students with special needs, in active discussions, problem-solving and small group collaboration activities. The durable design makes it ideal for active classrooms, and the stable pedestal-base enables wheelchair access.

The SMART tables brings children together to learn and develop from each other. It is an irresistible learning tool that allows children to develop 21st Century collaboration skills.

This teaching tool enables four year college degreed teachers to transform learning, imagination, curiosity, and promote collaboration. It also develops problem solving and social collaboration.

The teachers who will be using the SMART tables are digitally literate educators who are grounded in child development theory and developmentally appropriate practices. They have the knowledge, skills and experience to select tools and interactive media that suit the ages and developmental levels in their classrooms. These educators clearly understand the difference between the use of passive technology and how appropriately integrated technology and interactive media transforms their classrooms to bring equity and access for all children.

The use of this technology allows the teacher to extend the learning settings. Just as blocks, manipulative and art materials can expand a child's mind, the use of the SMART table can expose children to objects, people, landscapes, animals, and places they will never experience in person.

In essence it is like a giant iPad on a sturdy platform that allows all children, including, physically challenged students to participate from a wheelchair. It is also provides non-verbal children the opportunity to express themselves and to have a voice in classroom discussions with their typically developed classmates.

The multi-user and multi-learner interface allows for up to 40 multi-touches at one time. It allows a teacher to know exactly what each student created. Each child's touch is identified by student initials. It is an interactive tool that allows the educator to deliver grade appropriate standards in an age appropriate and meaningful way. The SMART table allows teachers to import lessons, multi-media and 3-D content that comes with the device. The lessons can then go from small-group to whole-class learning by using the existing SMART interactive whiteboards in each of the proposed locations.

disadvantaged schools. 7 elementary schools in Indian River County are Title 1 schools (this means that 75% or more of their students come from economically disadvantaged households).

Is any other organization addressing this problem or issue now? If yes, which

The School District of Indian River County (SDIRC) does seek additional federal grants to support digital instruction. We partner with the SDIRC to link and engage the local business and community leaders in the process of supporting public education to build a more prosperous community by making education the foundation of the our county.

Program/Project Goal: Describe the goals and overall impact of the program/project.

1. Utilize the Interactive Tool: Deliver the standards of age appropriate, language rich and collaborative learning for all 4 year olds enrolled in the School District of Indian River County's Voluntary Pre-K program for 4 year old children.
2. Assistive technology: Provide equitable access for 4 year old children with special needs. This process will increase children with developmental disabilities meaningful participation in general education classes through the use of this technology.
3. Dual Language Learners: Provide access to a family's home language and culture while supporting English language learning. In addition, this technology will be used to to adapt existing materials, by providing the flexibility and responsiveness to meet the needs of each new child, thereby providing equitable access. In addition, students will be able to hear and practice accurate pronunciations.
4. Increase Parent Engagement: In an effort to decrease the 3,000 word deficit that exists between economically disadvantaged children and their middle class peers, the SMART table will be used for parent education events. These will be called, "Techno Talks." Many families do not have access to the Internet or home computers. However, the majority of their parents have smart phones. Regularly scheduled parent meetings will teach parents how to use the technology they hold in their hand as an interactive tool for increasing conversations with their children. It is a means of showing parents how to turn their phone from a passive babysitter to a learning tool.
5. Develop Digital Citizenship Among all Pre-K Children: Help children develop an emerging understanding of the use and appropriate behaviors associated with using technologies. Parents and teachers have a responsibility to protect and empower children in a way that helps them develop the skills they need to ultimately protect themselves and grow. This process will help the participating children to learn to ask questions and think critically about technologies and media use. The process of classroom instruction and parent meetings will model the appropriate use of technology to promote responsible and socially positive practices.
6. Professional Development: Increase teacher instructional technology capacity and their ability to provide integrated instruction through the use of the SMART tables. This growth will enable them to include more access to students and deliver age appropriate instruction.

Program/Project Design: Describe the program objectives, strategies and activities. Explain how the design will enable the organization to address the problem or need.

Television was once the newest technology in our homes. You may remember how legendary Fred Rogers, host of "Mister Rogers' Neighborhood," used the technology of his day, broadcast television, to connect with children, parents and families. He demonstrated the positive potential of using technology and media in ways that were grounded in principals of child development.

Today's children are growing up in a rapidly changing digital age that is far different from that of their parents and grandparents. Infant children are growing up holding their parent's smart phone in grocery store check-out lines. These digital learners will be using a wide variety of technology and media.

There is a rich body of research from the Fred Rogers Center and the National Association for the Education of Young Children (NAEYC) that demonstrate that there has never been a more important time to apply principals of development and learning when considering the use of cutting-edge technologies and new media.

The integration of technology and interactive media in early childhood programs is built upon a solid developmental foundation. The School District of Indian River County (SDIRC) is committed to supporting our youngest learners, 4 year olds, through the process of providing digital tools that will prepare students for success in a global market place. In addition, the SDRIC and the Education Foundation will provide four year degreed teachers with the professional development to improve program quality by intentionally

The requested technology has a 5-7 year life. The Education Foundation and the SDIRC will continue to work collaboratively to seek and apply for funding to continue the expansion of this initiative.

The project is an extension of the previous grant funding through the John's Island Foundation to provide SMART boards and to open the Model Classroom at Dodgertown.

Project Information: What proposals or cost estimates have been received? Are tender permits, governmental contracts, drawings, leases, site plans, etc. in place? Is there anything else a potential funder should consider in reviewing this project?

Collaboration Solutions, Inc. has given us the following quote:

7 ST442i SMART Table 442i (collaborative learning centers) - \$4,999.00 each\$34,993.00 total

7 ST-CSTR Caster Kit (ST442i) - \$30.00 each \$210.00 total

7 Install_SUB Build SMART Table - \$100.00 each \$700.00 total

1 S&H Shipping and Handling Charges \$916.68 total

Subtotal \$36,819.68

Tax (%) \$0.00

Total \$36,819.68

Please note: The School District of Indian River County (SDIRC) participates in a purchasing consortium that allows the district to receive multiple price bids from vendors. This insures that the best price and service packages are acquired. The above price is a recent quote. If funding is granted the SDIRC would again seek an updated quote.

Risks: What are largest risks to the organization and project/program?

Lack of funding puts our youngest learners at risk of not being prepared for Kindergarten. Investing in early learning helps to avoid paying for remediation.

Other Useful Information: Is there anything else we should consider in reviewing this grant request?

The requested dollars can be leveraged in a dollar- for - dollar match through the School District Foundation's Matching Grant Program. This opportunity is facilitated by the Consortium of Florida Education Foundations, in collaboration with, the Florida Legislature.

Here are additional links that demonstrate how the SMART tables increase student communication and development:

<http://education.smarttech.com/en/products/smart-table>

<https://www.youtube.com/watch?v=WaUxBkkvcmE>

https://www.youtube.com/watch?v=X6MSaZHR4_M

SECTION III: ATTACHMENTS
Print Page and Use As Check List

1. IRS Letter of Determination that confirms your not-for-profit status and organization type.
2. Most recent Form 990 including Schedule A
3. Financial statement, prefer audited, for the last two completed fiscal years.
4. List of board members, board position, affiliation or profession, county of residence.

GRANT APPLICATION CHECKLIST (see specific grantor guidelines for variations):

- Did you email the Grant Application with Financials?
- Have you sent one original Grant Application with Financials, plus 2 copies?
- Did you clearly outline the need / use of the grant request?
- Did Executive Director and Chair of the Board of Directors sign the certification on the Grant Application? (This must be two different individuals.)
- Did you attach 3 copies of a complete list of your Board members, including name, position on Board, profession or affiliation and county of residence, to this grant application?
- Did you deliver the 501© (3) letter?
- Did you include 3 copies of the applicant's most recent IRS Form 990, including Schedule A for the past two (2) years with this application?
- Did you include 3 copies of the applicant's financial statements for the past two years with this grant application?
- Do not send newsletters, emails/letters of recommendations and publicity materials.

Indian River County School District - 707423

1990 25th St

Vero Beach, FL 32960-3367

Contact: Tiffany McKenzie - 77256430000

Email: tiffany.mckenzie@indianriverschools.org

Reference ID: 32615

Created: 05/14/2015

Quote Summary	School Count : 19
Product & Services Total	\$69,881.00
Applied Discounts	(\$5,850.00)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	\$64,031.00

To place an order, please submit your organization's required purchase order with reference to quote number 1392611. An invoice will be sent upon receipt of your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Mail: PO Box 8036, Wis. Rapids, WI 54495-8036

Fax: (877)280-7642

Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive(s) Wendy Haske at (866)846-0763, Thank You.

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

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

Beachland Elementary School - 707421					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Beachland Elementary School Total				(\$307.71)	\$3,368.39

Citrus Elementary School - 64080					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Citrus Elementary School Total				(\$307.71)	\$3,368.39

Dodgertown Elementary School - 64076					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Dodgertown Elementary School Total				(\$307.71)	\$3,368.39

Fellsmere Elementary School - 63909					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Fellsmere Elementary School Total				(\$307.71)	\$3,368.39

Gifford Middle School - 370558					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Gifford Middle School Total				(\$307.71)	\$3,368.39

Glendale Elementary School - 64088					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Glendale Elementary School Total				(\$307.71)	\$3,368.39

Indian River Academy - 64066					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Indian River Academy Total				(\$307.71)	\$3,368.39

Liberty Magnet Elementary School - 1680781					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Liberty Magnet Elementary School Total				(\$307.71)	\$3,368.39

Osceola Magnet School - 64051					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Osceola Magnet School Total				(\$307.71)	\$3,368.39

Oslo Middle School - 64062					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Oslo Middle School Total				(\$307.71)	\$3,368.39

Pelican Island Elem School - 64004					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Pelican Island Elem School Total				(\$307.71)	\$3,368.39

Rosewood Magnet School - 64046					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00

Rosewood Magnet School Total				(\$307.71)	\$3,368.39
Sebastian Elementary School - 64001					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Sebastian Elementary School Total				(\$307.71)	\$3,368.39
Sebastian River High School - 64015					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Sebastian River High School Total				(\$307.71)	\$3,368.39
Sebastian River Middle School - 64016					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Sebastian River Middle School Total				(\$307.71)	\$3,368.39
Storm Grove Middle School - 2623837					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Storm Grove Middle School Total				(\$307.71)	\$3,368.39
Treasure Coast Elementary School - 2201471					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Treasure Coast Elementary School Total				(\$307.71)	\$3,368.39
Vero Beach Elementary School - 64029					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	526	\$5.85	(\$307.71)	\$2,769.39

Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Vero Beach Elementary School Total				(\$307.71)	\$3,368.39
Vero Beach High School - 64027					
Products & Services		Quantity	Unit Price	Discount	Total
AR Enterprise Real Time Subscription Renewal	8/1/2015 - 7/31/2016	532	\$5.85	(\$311.22)	\$2,800.98
Annual All Product RP Hosting Fee Renewal	8/1/2015 - 7/31/2016	1	\$599.00	\$0.00	\$599.00
Vero Beach High School Total				(\$311.22)	\$3,399.98

Renaissance Learning™, Inc. Application Hosting Agreement

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

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

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

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

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

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

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

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

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

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


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

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

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

RENAISSANCE LEARNING, INC.

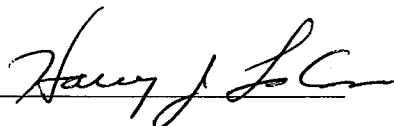
CUSTOMER

Signature:  _____

Name: Robert R. Case

Title: Director Technical Services

Date: 5/28/2010

Signature:  _____

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

Title: Superintendent

Date: 06/08/10

707423 – Indian River County School District

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

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1001 Heathrow Park Lane Suite 4055
 Lake Mary, FL 32746
 P: 321-282-7032

Invoice

Date	Invoice #
5/8/2015	20150006

Bill To
School District of Indian River County Attn: Greg MacDonald 1990 25th Street Vero Beach, FL 32960

Description	Amount	
Software Maintenance - Application Environment	15,000.00	
Software Maintenance - Finance Management	42,644.00	
Software Maintenance - Human Resources Management	53,656.00	
Software Maintenance - Payroll System	15,000.00	
Maintenance for the period of July 1, 2015 through June 30, 2016. Due on or before July 1, 2015		
****Please make checks payable to: Crosspointe, LLC Attn: Gina Tuckey gtuckey@edrterms.com		
<table border="1" data-bbox="415 1619 881 1822"> <tr> <td> Make Checks Payable to: CrossPointe, LLC Please Remit to: 1001 Heathrow Park Lane, Suite 4055 Lake Mary, FL 32746 </td> </tr> </table>	Make Checks Payable to: CrossPointe, LLC Please Remit to: 1001 Heathrow Park Lane, Suite 4055 Lake Mary, FL 32746	
Make Checks Payable to: CrossPointe, LLC Please Remit to: 1001 Heathrow Park Lane, Suite 4055 Lake Mary, FL 32746		
Total		
	\$126,300.00	
Balance Due		
	\$126,300.00	



CrossPointe Master License Agreement

The School Board of Indian River County

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Title.

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

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

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

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

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

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

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

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

by an authorized Third Party;

b. Information known to the receiving Party independent of disclosures by the disclosing Party;

c. Information independently developed by the receiving Party without access to or use of the disclosing Party's Confidential Information; and

d. Information that the receiving Party may be required to disclose pursuant to subpoena or other lawful process, provided that the receiving Party notifies the disclosing Party in a timely manner to allow the disclosing Party to appear and protect its interests, and such disclosure complies with applicable law.

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

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

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

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

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

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

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

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

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

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

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

20. General.

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

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

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

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

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

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

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

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

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

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

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

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

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

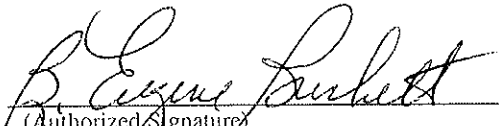
22. **Taxes and Duties.** The charges covered by the License are exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency in connection with this agreement. With the exception of taxes imposed upon CrossPointe which are based upon net income, Client as licensee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

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

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

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

CROSSPOINTE, LLC



(Authorized Signature)

B. Eugene Burkett

(Printed Name)

Chief Operating Officer

(Title)

03/28/05

(Date)

3016 Dade Avenue


(Street Address Line #1)

(Street Address Line #2)

Orlando, FL 32804

(City, State, Postal Code)

The School Board of Indian River
County



(Authorized Signature)

Thomas B. Maher

(Printed Name)

Superintendent

(Title)

4/14/05

(Date)

1990 25th Street

(Street Address Line #1)

(Street Address Line #2)

Vero Beach, FL 32960

(City, State, Postal Code)

MEMORANDUM OF UNDERSTANDING
between
INDIAN RIVER COUNTY EDUCATION ASSOCIATION
and
SCHOOL DISTRICT OF INDIAN RIVER COUNTY

2015-16 Insurance Plans

WHEREAS, School District of Indian River County (SDIRC) needs to establish insurance plans and rates for its employees for the benefit year commencing on July 1, 2015,

WHEREAS, the 2013-15 Collective Bargaining Agreement between Indian River County Education Association (IRCEA) and School District of Indian River County (SDIRC) terminates on June 30, 2015 and is subject to negotiations for the period starting on July 1, 2015,

WHEREAS, benefits plans and costs are subject to negotiations, in accordance with Article XIX.4 of the Collective Bargaining Agreement,

WHEREAS, the open enrollment period for the 2015-16 benefit year must occur prior to the start of the benefit year,

WHEREAS, SDIRC is a self-insured entity, and

WHEREAS, the district, in order to keep the insurance fund solvent and offer an appropriate variety of insurance options to employees finds it necessary to amend medical insurance options,

THEREFORE,

The parties agree to the following, commencing on July 1, 2015:

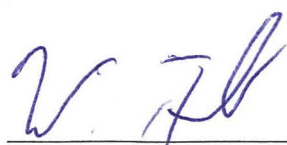
That the insurance offerings for the 2015-16 benefits year will eliminate the "Blue Choice 702" plan.

That the Blue Options 5770 plan will continue to be offered with reduction of "Specialist Visits" from a \$45 co-pay to a \$25 co-pay, and with reduction of MRI, Cat Scan, PET Scan, Nuclear Medicine from a \$200 co-pay to a \$100 co-pay,

That a new plan 5772 plan will be offered to MBU's with the following costs per pay:

Current Board Contribution: \$208.50
Employee Only: \$36.50
Employee Spouse: \$196.50
Employee Children: \$188.50
Employee Family: \$243.50

And, the parties agree to negotiate rates and the Board Contribution in good faith as part of the Collective Bargaining process for the contract to commence on July 1, 2015.



for the District

5/24/15



for the Association

5/22/15

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SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 MARCH 31, 2015

FND FUNC	- 100 DESCRIPTION	GENERAL FUND	ESTIMATED REVENUE	CURRENT REVENUE MARCH	2015	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3191	RESERVE OFFICERS TRAINING CORP		150,000.00	6,571.35		88,303.38	61,696.62	59
3202	MEDICAID		400,000.00	3,921.02		224,931.25	175,068.75	56
3310	FLA EDUCATION FINANCE PROGRAM		20,099,800.00	1,545,148.00		15,464,353.00	4,635,447.00	77
3315	WORKFORCE DEVELOPMENT		1,059,190.00	88,266.00		794,394.00	264,796.00	75
3323	WITHHELD FOR SBE ADM EXPENSES		10,105.00	0.00		0.00	10,105.00	0
3343	STATE LICENSE TAX		145,000.00	4,174.17		138,730.10	6,269.90	96
3344	LOTTERY FUNDS		172,086.00	0.00		0.00	172,086.00	0
3355	CLASS SIZE REDUCTION (CSR)		19,309,833.00	1,583,037.00		14,560,725.00	4,749,108.00	75
3361	SCHOOL RECOGNITION FUNDS		444,675.00	353,689.00		353,689.00	90,986.00	80
3371	VOLUNTARY PRE-K PROGRAM		510,450.66	37,976.12		313,948.47	196,502.19	62
3399	OTHER MISCELLANEOUS STATE REVE		50,733.51	0.00		12,683.38	38,050.13	25
3411	DISTRICT SCHOOL TAX		81,167,567.00	2,979,063.66		75,182,531.50	5,985,035.50	93
3414	CRITICAL OPERATING MILLAGE		8,261,330.00	303,133.67		7,649,178.71	612,151.29	93
3423	EXCESS FEES		68,000.00	0.00		70.20	67,929.80	0
3425	RENT		130,000.00	10,474.29		96,286.05	33,713.95	74
3431	INTEREST ON INVESTMENTS		184,000.00	7,279.96		174,098.98	9,901.02	95
3440	GIFTS, GRANTS AND REQUESTS		48,288.00	25,000.00		34,678.60	13,609.40	72
3461	ADULT ED FEES (Block Tuition)		25,000.00	4,260.00		18,450.00	6,550.00	74
3462	POST SECONDARY VOC COURSE FEES		167,900.00	3,609.00		93,077.93	74,822.07	55
3464	CAPITAL IMPROVEMENT FEES		8,910.00	122.00		6,861.00	2,049.00	77
3465	POSTSECONDARY LAB FEES		64,500.00	1,211.00		39,322.00	25,178.00	61
3466	LIFELONG LEARNING FEES		10,000.00	102.00-		4,761.00	5,239.00	48
3467	GED TESTING FEES		9,000.00	0.00		5,091.25	3,908.75	57
3469	OTHER STUDENT FEES		12,000.00	76.00		6,461.00	5,539.00	54
3473	SCHOOL AGE CHILD CARE FEES		165,000.00	21,048.37		145,752.55	19,247.45	88
3491	BUS FEES		30,000.00	23,884.11		36,099.95	6,099.95-	120
3493	SALE OF JUNK		0.00	0.00		939.40	939.40-	0
3494	FEDERAL INDIRECT		400,000.00	46,064.05		308,031.48	91,968.52	77
3495	OTHER MISC LOCAL SOURCES		1,587,764.04	37,127.24		1,330,634.95	257,129.09	84
3497	REFUNDS-PRIOR YEAR EXPENDITURE		0.00	0.00		1,510.19	1,510.19-	0
3499	RECPT-FOOD SERVICES INDIRECT C		150,000.00	15,306.58		143,055.52	6,944.48	95
3630	TRANSFERS-CAPITAL PROJECTS FD		4,526,397.00	0.00		562,435.00	3,963,962.00	12
3730	SALE OF FIXED ASSETS		75,000.00	56,088.91		226,523.90	151,523.90-	302
3740	INSURANCE LOSS RECOVERIES		4,436.15	0.00		9,294.44	4,858.29-	210
	*		139,446,965.36	7,156,429.50		118,026,903.18	21,420,062.18	85

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 MARCH 31, 2015

FND FUNC	- 200 DESCRIPTION	DEBT SERVICE	ESTIMATED REVENUE	CURRENT REVENUE MARCH	2015	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		1,413,472.06	0.00		705,974.46	707,497.60	50
3322	CO & DS WITHHELD-SBE/COBI BOND		201,202.55	0.00		0.00	201,202.55	0
3412	DIST INTEREST/SINKING TAXES		0.00	60.42		1,861.98	1,861.98-	0
3431	INTEREST ON INVESTMENTS		4,000.00	1,764.86		6,499.44	2,499.44-	162
3630	TRANSFERS-CAPITAL PROJECTS FD		10,028,621.01	0.00		1,994,919.79	8,033,701.22	20
3750	PROCEEDS-CERTIFICATE OF PARTIC		45,455,000.00	0.00		45,455,000.00	0.00	100
3792	PREMIUMS ON BOND REFUNDING		7,177,668.10	0.00		7,177,668.10	0.00	100
		*	64,279,963.72	1,825.28		55,341,923.77	8,938,039.95	86

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 MARCH 31, 2015

FND FUNC	- 300 DESCRIPTION	CAPITAL FUND	ESTIMATED REVENUE	CURRENT REVENUE MARCH	2015	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		38,079.71	0.00		0.00	38,079.71	0
3321	CO & DS DISTRIBUTED		68,705.00	0.00		68,705.00	0.00	100
3391	PUBLIC EDUCATION CAPITAL OUTLA		321,266.00	0.00		321,266.00	0.00	100
3397	CHARTER SCHOOL CAPITAL OUTLAY		1,026,397.00	0.00		1,026,397.00	0.00	100
3399	OTHER MISCELLANEOUS STATE REVE		35,863.48	17,363.48		35,863.48	0.00	100
3413	DIST LOCAL CAPITAL IMPROVE TAX		20,661,036.07	2.97-		20,668,974.20	7,938.13-	100
3431	INTEREST ON INVESTMENTS		32,822.40	4,485.86		25,954.26	6,868.14	79
3490	MISCELLANEOUS LOCAL SOURCES		65,270.90	0.00		65,270.90	0.00	100
3495	OTHER MISC LOCAL SOURCES		7,887.00	0.00		7,887.00	0.00	100
3496	Impact Fees		836,397.00	94,526.00		836,397.00	0.00	100
	*		23,093,724.56	116,372.37		23,056,714.84	37,009.72	100

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 MARCH 31, 2015

FND FUNC	- 400 DESCRIPTION	SPECIAL REVENUE	ESTIMATED REVENUE	CURRENT REVENUE MARCH 2015	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3201	VOCATIONAL EDUCATION ACTS		172,278.25	12,762.97	101,538.04	70,740.21	59
3214	ARRA Race to the Top		688,741.49	29,572.76	209,416.23	479,325.26	30
3225	Teacher/PRINCIPAL TRAIN/RECRUI		676,700.24	18,637.39	349,013.48	327,686.76	52
3230	EDUCATION FOR THE HANDICAPPED		4,765,784.94	357,251.27	2,848,210.90	1,917,574.04	60
3240	ECIA, CHAPTER 1		5,252,507.34	465,260.55	2,723,157.24	2,529,350.10	52
3251	ADULT BASIC EDUCATION		163,730.54	14,823.81	115,752.31	47,978.23	71
3261	SCHOOL LUNCH REIMBURSEMENT		4,057,605.00	482,304.24	3,243,592.38	814,012.62	80
3262	SCHOOL BREAKFAST REIMBURSEMENT		1,198,771.20	130,444.58	900,809.86	297,961.34	75
3263	AFTER SCHOOL SNACKS-FED REIMB		243,540.00	33,269.04	207,371.44	36,168.56	85
3265	USDA DONATED COMMODITIES		243,234.30	0.00	0.00	243,234.30	0
3267	SUMMER FEEDING PROGRAM		250,000.00	0.00	84,041.06	165,958.94	34
3268	FRESH FRUIT AND VEGETABLE PRG		236,150.00	29,487.00	185,228.55	50,921.45	78
3280	Federal Through Local		50,542.00	4,340.61	37,988.71	12,553.29	75
3290	OTHER FEDERAL THROUGH STATE		16,437.74	0.00	16,437.74	0.00	100
3293	EMERGENCY IMMIGRANT EDUC. PROG		216,507.41	15,337.58	95,052.92	121,454.49	44
3337	SCHOOL BREAKFAST SUPPLEMENT		52,734.00	0.00	52,754.00	20.00-	100
3338	SCHOOL LUNCH SUPPLEMENT		63,749.00	0.00	0.00	63,749.00	0
3431	INTEREST ON INVESTMENTS		1,800.00	436.47	2,680.98	880.98-	149
3451	STUDENT LUNCHESES		624,915.00	61,023.75	428,569.76	196,345.24	69
3452	STUDENT BREAKFASTS		86,961.60	5,059.90	37,701.45	49,260.15	43
3453	ADULT BREAKFASTS/LUNCHESES		63,531.00	4,748.00	30,615.25	32,915.75	48
3454	STUDENT A LA CARTE		631,127.97	72,683.05	488,661.83	142,466.14	77
3455	Student Snacks (Revised Redbk)		30,240.00	0.00	0.00	30,240.00	0
3456	MEALS ON WHEELS-OTH FOOD SALES		322,000.00	26,755.14	188,878.97	133,121.03	59
3457	CATERING AND OTHER FOOD SALES		4,200.00	617.35	4,785.87	585.87-	114
3495	OTHER MISC LOCAL SOURCES		0.00	0.00	8,035.57	8,035.57-	0
	*		20,113,789.02	1,764,815.46	12,360,294.54	7,753,494.48	61

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 MARCH 31, 2015

FND FUNC	- 700 DESCRIPTION	INTERNAL SERVICE FUN	ESTIMATED REVENUE	CURRENT REVENUE MARCH	2015	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		783,936.00	271,442.66		61,716.58	722,219.42	8
3431	INTEREST ON INVESTMENTS		10,000.00	860.52		7,105.71	2,894.29	71
3483	PREMIUM REVENUE-VISION INS		103,000.00	9,081.10		95,365.46	7,634.54	93
3484	PREMIUM REVENUE-HEALTH INS		14,948,350.00	1,264,971.72		12,273,989.31	2,674,360.69	82
3485	PREMIUM REVENUE-DENTAL		1,400,000.00	92,752.40		933,487.72	466,512.28	67
3486	PREMIUM REVENUE-LIFE INSURANCE		550,000.00	35,519.12		365,411.62	184,588.38	66
3487	PREMIUM REVENUE-DISABILITY INS		275,000.00	19,145.06		200,498.27	74,501.73	73
3488	CONTRIBUTIONS-FLEXIBLE SPENDIN		225,000.00	14,019.82		163,040.05	61,959.95	72
	*		18,295,286.00	1,707,792.40		14,100,614.72	4,194,671.28	77

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 MARCH 31, 2015

FND FUNC	- 800 DESCRIPTION	AGENCY	ESTIMATED REVENUE	CURRENT REVENUE MARCH	2015	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		0.00	84.25		787.57	787.57-	0
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	107.50		481.37	481.37-	0
	*		0.00	191.75		1,268.94	1,268.94-	0

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 MARCH 31, 2015

FND FUNC	- 900 DESCRIPTION	ENTERPRISE FUNDS	ESTIMATED REVENUE	CURRENT REVENUE MARCH	2015	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		700.00	116.87		780.95	80.95-	112
3473	SCHOOL AGE CHILD CARE FEES		833,120.00	79,181.99		599,710.90	233,409.10	72
	*		833,820.00	79,298.86		600,491.85	233,328.15	72

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 MARCH 31, 2015

FND FUNC	DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE MARCH 2015	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
=====	=====	=====	=====	=====	=====	=====
REQUEST 005	TOTAL	266,063,548.66	10,826,725.62	223,488,211.84	42,575,336.82	84

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		89912192.74	52777658.43	13071422.03	16367405.02	4305.00	5661716.48	780147.65	1249538.13	.00
EXPENDITURE		57655057.26	32194076.48	8124953.92	12990217.70	984.26	3069521.61	242691.67	1032611.62	.00
ENCUMBRANCE		977628.18	.00	.00	465172.54	.00	364740.38	47775.56	99939.70	.00
BALANCE		31279507.30	20583581.95	4946468.11	2912014.78	3320.74	2227454.49	489680.42	116986.81	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		3740720.76	2897795.86	763000.26	26846.24	3861.00	28139.43	1249.64	19828.33	.00
EXPENDITURE		2295620.10	1790842.07	453149.46	11405.77	2276.80	19217.41	649.64	18078.95	.00
ENCUMBRANCE		10135.95	.00	.00	7408.02	.00	2427.94	299.99	.00	.00
BALANCE		1434964.71	1106953.79	309850.80	8032.45	1584.20	6494.08	300.01	1749.38	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		1979285.24	1419273.12	395152.31	9933.49	.00	15851.95	124522.34	14552.03	.00
EXPENDITURE		1217707.80	893067.20	241202.44	4225.45	.00	9420.35	55939.83	13852.53	.00
ENCUMBRANCE		24881.37	.00	.00	1552.24	.00	2962.19	20366.94	.00	.00
BALANCE		736696.07	526205.92	153949.87	4155.80	.00	3469.41	48215.57	699.50	.00
INST & CURR DEV 6300										
APPROPRIATION		2997291.44	2398055.97	550851.32	16904.25	.00	25495.65	5872.15	112.10	.00
EXPENDITURE		2019012.43	1608479.35	396588.83	6252.02	.00	7084.09	496.04	112.10	.00
ENCUMBRANCE		5218.44	.00	.00	2434.88	.00	2783.56	.00	.00	.00
BALANCE		973060.57	789576.62	154262.49	8217.35	.00	15628.00	5376.11	.00	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1530713.62	938451.15	228258.64	210152.03	.00	10826.73	39071.19	103953.88	.00
EXPENDITURE		849465.12	540191.93	129819.35	83783.08	.00	5674.72	25436.19	64559.85	.00
ENCUMBRANCE		27848.58	.00	.00	21623.58	.00	.00	6225.00	.00	.00
BALANCE		653399.92	398259.22	98439.29	104745.37	.00	5152.01	7410.00	39394.03	.00
INSTR RELATED TECH 6500										
APPROPRIATION		3448808.51	488234.75	129929.42	877992.66	1744.30	5668.72	1945238.66	.00	.00
EXPENDITURE		1631560.78	424596.47	105225.36	520778.63	.00	5438.73	575521.59	.00	.00
ENCUMBRANCE		668650.63	.00	.00	351032.94	.00	.00	317617.69	.00	.00
BALANCE		1148597.10	63638.28	24704.06	6181.09	1744.30	229.99	1052099.38	.00	.00
BOARD OF EDUCATION 7100										
APPROPRIATION		1163004.31	206036.00	336650.63	481790.10	.00	394.84	450.00	137682.74	.00
EXPENDITURE		738486.30	158371.07	116691.50	330015.40	.00	376.37	37.48	132994.48	.00
ENCUMBRANCE		124436.28	.00	.00	124436.27	.00	.00	.01	.00	.00
BALANCE		300081.73	47664.93	219959.13	27338.43	.00	18.47	412.51	4688.26	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS

GEN ADMINISTRATION	7200									
APPROPRIATION		443102.96	279406.01	86879.69	22325.49	.00	7141.78	264.99	47085.00	.00
EXPENDITURE		339251.89	209785.32	62216.31	15109.83	.00	4997.69	211.02	46931.72	.00
ENCUMBRANCE		4361.68	.00	.00	4067.67	.00	144.01	.00	150.00	.00

BALANCE		99489.39	69620.69	24663.38	3147.99	.00	2000.08	53.97	3.28	.00

SCH ADMINISTRATION	7300									
APPROPRIATION		8222272.39	6203669.82	1623132.15	97220.43	600.00	148115.89	125531.20	24002.90	.00
EXPENDITURE		5686844.00	4439698.28	1072094.10	50333.98	580.98	39554.99	72149.93	12431.74	.00
ENCUMBRANCE		33793.26	.00	.00	27309.74	.00	2865.67	3617.85	.00	.00

BALANCE		2501635.13	1763971.54	551038.05	19576.71	19.02	105695.23	49763.42	11571.16	.00

FAC ACQ & CONST	7400									
APPROPRIATION		1453652.46	455535.00	104388.29	73986.29	8415.00	5950.00	805377.88	.00	.00
EXPENDITURE		795395.57	341651.34	80242.33	20393.24	4518.77	2588.59	346001.30	.00	.00
ENCUMBRANCE		24624.31	.00	.00	10145.15	.00	768.67	13710.49	.00	.00

BALANCE		633632.58	113883.66	24145.96	43447.90	3896.23	2592.74	445666.09	.00	.00

FISCAL SERVICES	7500									
APPROPRIATION		1138886.70	828953.00	228518.45	58918.95	.00	3548.90	199.99	18747.41	.00
EXPENDITURE		849367.58	615614.47	165209.20	44623.23	.00	1948.31	199.99	21772.38	.00
ENCUMBRANCE		11288.14	.00	.00	10150.85	.00	1137.29	.00	.00	.00

BALANCE		278230.98	213338.53	63309.25	4144.87	.00	463.30	.00	3024.97-	.00

FOOD SERVICE	7600									
APPROPRIATION		12015.41	11203.81	811.60	.00	.00	.00	.00	.00	.00
EXPENDITURE		12015.41	11203.81	811.60	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

CENTRAL SERVICES	7700									
APPROPRIATION		2222099.68	1406405.42	363116.71	366503.46	8767.00	44163.04	11349.40	21794.65	.00
EXPENDITURE		1420976.45	989812.36	266416.03	163368.24	6167.09	14500.46-	5235.19	4478.00	.00
ENCUMBRANCE		116686.81	.00	.00	109019.16	150.00	7309.65	.00	208.00	.00

BALANCE		684436.42	416593.06	96700.68	94116.06	2449.91	51353.85	6114.21	17108.65	.00

TRANSPORTATION SER	7800									
APPROPRIATION		5082578.54	2859509.89	891457.90	346835.90	692214.76	179063.83	510.00	112986.26	.00
EXPENDITURE		3242453.63	1821383.63	572996.72	184922.37	416646.99	118540.77	451.15	127512.00	.00
ENCUMBRANCE		89210.87	.00	.00	34069.38	35488.38	19639.65	13.46	.00	.00

BALANCE		1750914.04	1038126.26	318461.18	127844.15	240079.39	40883.41	45.39	14525.74-	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
OPERATION SERVICES 7900										
APPROPRIATION		12696627.72	3223716.62	992570.57	3198075.01	4870828.41	388746.68	6381.06	16309.37	.00
EXPENDITURE		9244658.19	2348881.70	706873.87	2576785.52	3363509.32	246425.73	2182.05	.00	.00
ENCUMBRANCE		215564.76	.00	.00	117857.12	5535.63	90225.08	1946.93	.00	.00
BALANCE		3236404.77	874834.92	285696.70	503432.37	1501783.46	52095.87	2252.08	16309.37	.00
MAINTENANCE SERVICE 8100										
APPROPRIATION		3009844.92	1901399.67	498250.40	347549.29	53207.55	190660.91	18339.10	438.00	.00
EXPENDITURE		2219125.60	1419707.84	367230.89	237896.56	55400.94	122352.24	16099.13	438.00	.00
ENCUMBRANCE		127096.36	.00	.00	62853.33	1118.01	61853.75	1271.27	.00	.00
BALANCE		663622.96	481691.83	131019.51	46799.40	3311.40	6454.92	968.70	.00	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		6927904.38	1629471.50	394241.27	898410.40	1230.85	2112.32	4002338.04	100.00	.00
EXPENDITURE		3259163.94	1208660.74	290209.87	773179.27	3057.84	1543.33	982422.89	90.00	.00
ENCUMBRANCE		440571.12	.00	.00	105434.50	.00	261.55	334875.07	.00	.00
BALANCE		3228169.32	420810.76	104031.40	19796.63	1826.99	307.44	2685040.08	10.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		145981001.78	79924776.02	20658631.64	23400849.01	5645173.87	6717597.15	7866843.29	1767130.80	.00
EXPENDITURE		93476162.05	51016024.06	13151931.78	18013290.29	3853142.99	3640184.47	2325725.09	1475863.37	.00
ENCUMBRANCE		2901996.74	.00	.00	1454567.37	42292.02	557119.39	747720.26	100297.70	.00
BALANCE		49602842.99	28908751.96	7506699.86	3932991.35	1749738.86	2520293.29	4793397.94	190969.73	.00
DEBT SERVICES 9200										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
GRAND TOTAL FOR FUND										
APPROPRIATION	145981001.78	79924776.02	20658631.64	23400849.01	5645173.87	6717597.15	7866843.29	1767130.80	.00	
EXPENDITURE	93476162.05	51016024.06	13151931.78	18013290.29	3853142.99	3640184.47	2325725.09	1475863.37	.00	
ENCUMBRANCE	2901996.74	.00	.00	1454567.37	42292.02	557119.39	747720.26	100297.70	.00	
BALANCE	49602842.99	28908751.96	7506699.86	3932991.35	1749738.86	2520293.29	4793397.94	190969.73	.00	

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
DEBT SERVICES	9200									
APPROPRIATION		11599433.28	.00	.00	407590.79	.00	.00	.00	11191842.49	.00
EXPENDITURE		3605419.55	.00	.00	434749.72	.00	.00	.00	3170669.83	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		7994013.73	.00	.00	27158.93-	.00	.00	.00	8021172.66	.00
*SUB TOTAL										
APPROPRIATION		11599433.28	.00	.00	407590.79	.00	.00	.00	11191842.49	.00
EXPENDITURE		3605419.55	.00	.00	434749.72	.00	.00	.00	3170669.83	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		7994013.73	.00	.00	27158.93-	.00	.00	.00	8021172.66	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		11599433.28	.00	.00	407590.79	.00	.00	.00	11191842.49	.00
EXPENDITURE		3605419.55	.00	.00	434749.72	.00	.00	.00	3170669.83	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		7994013.73	.00	.00	27158.93-	.00	.00	.00	8021172.66	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FAC ACQ & CONST 7400										
APPROPRIATION		27972062.90	.00	.00	.00	.00	.00	27972062.90	.00	.00
EXPENDITURE		8664079.98	.00	.00	.00	.00	.00	8664079.98	.00	.00
ENCUMBRANCE		11494565.75	.00	.00	.00	.00	.00	11494565.75	.00	.00
BALANCE		7813417.17	.00	.00	.00	.00	.00	7813417.17	.00	.00
*SUB TOTAL										
APPROPRIATION		27972062.90	.00	.00	.00	.00	.00	27972062.90	.00	.00
EXPENDITURE		8664079.98	.00	.00	.00	.00	.00	8664079.98	.00	.00
ENCUMBRANCE		11494565.75	.00	.00	.00	.00	.00	11494565.75	.00	.00
BALANCE		7813417.17	.00	.00	.00	.00	.00	7813417.17	.00	.00
9700 - 9790										
APPROPRIATION		14555018.01	.00	.00	.00	.00	.00	.00	.00	4555018.01
EXPENDITURE		2557354.79	.00	.00	.00	.00	.00	.00	.00	2557354.79
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11997663.22	.00	.00	.00	.00	.00	.00	.00	1997663.22
*SUB TOTAL										
APPROPRIATION		14555018.01	.00	.00	.00	.00	.00	.00	.00	4555018.01
EXPENDITURE		2557354.79	.00	.00	.00	.00	.00	.00	.00	2557354.79
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11997663.22	.00	.00	.00	.00	.00	.00	.00	1997663.22
GRAND TOTAL FOR FUND										
APPROPRIATION		42527080.91	.00	.00	.00	.00	.00	27972062.90	.00	4555018.01
EXPENDITURE		11221434.77	.00	.00	.00	.00	.00	8664079.98	.00	2557354.79
ENCUMBRANCE		11494565.75	.00	.00	.00	.00	.00	11494565.75	.00	.00
BALANCE		19811080.39	.00	.00	.00	.00	.00	7813417.17	.00	1997663.22

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		6828721.71	4374770.21	1302265.53	230264.75	.00	339647.13	502098.71	79675.38	.00
EXPENDITURE		3619709.10	2350869.42	665076.47	89625.82	.00	239177.69	205001.58	69958.12	.00
ENCUMBRANCE		118293.26	.00	.00	16412.08	.00	21930.78	79950.40	.00	.00
BALANCE		3090719.35	2023900.79	637189.06	124226.85	.00	78538.66	217146.73	9717.26	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		1035383.39	731044.59	182037.35	23775.00	.00	94526.45	.00	4000.00	.00
EXPENDITURE		582174.71	435429.74	107690.88	2166.73	.00	34892.36	.00	1995.00	.00
ENCUMBRANCE		4217.53	.00	.00	3673.14	.00	544.39	.00	.00	.00
BALANCE		448991.15	295614.85	74346.47	17935.13	.00	59089.70	.00	2005.00	.00
INST & CURR DEV 6300										
APPROPRIATION		2224497.67	1700011.80	424404.18	70781.69	.00	.00	26300.00	3000.00	.00
EXPENDITURE		1378648.20	1081164.23	248222.64	32338.39	.00	.00	14998.96	1923.98	.00
ENCUMBRANCE		12644.89	.00	.00	12644.89	.00	.00	.00	.00	.00
BALANCE		833204.58	618847.57	176181.54	25798.41	.00	.00	11301.04	1076.02	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1234856.89	440915.14	83714.52	487824.51	.00	81439.35	7366.07	133597.30	.00
EXPENDITURE		569262.00	211741.81	42817.41	250791.45	.00	23566.16	.00	40345.17	.00
ENCUMBRANCE		109589.68	.00	.00	108272.82	.00	1316.86	.00	.00	.00
BALANCE		556005.21	229173.33	40897.11	128760.24	.00	56556.33	7366.07	93252.13	.00
INSTR RELATED TECH 6500										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
GEN ADMINISTRATION 7200										
APPROPRIATION		468320.90	.00	.00	.00	.00	.00	.00	468320.90	.00
EXPENDITURE		308031.48	.00	.00	.00	.00	.00	.00	308031.48	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		160289.42	.00	.00	.00	.00	.00	.00	160289.42	.00
SCH ADMINISTRATION 7300										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		1034.39	920.79	113.60	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		1034.39	920.79	113.60	.00	.00	.00	.00	.00	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FOOD SERVICE 7600										
APPROPRIATION		8595118.55	2693058.33	1005520.90	147657.91	310389.36	3991187.69	193422.95	253881.41	.00
EXPENDITURE		5182783.89	1642016.55	502999.89	69750.51	220787.26	2496080.09	80062.00	171087.59	.00
ENCUMBRANCE		919516.89	.00	4225.90	44355.54	13582.90	836187.83	21164.72	.00	.00
BALANCE		2492817.77	1051041.78	498295.11	33551.86	76019.20	658919.77	92196.23	82793.82	.00
CENTRAL SERVICES 7700										
APPROPRIATION		38750.00	.00	.00	38750.00	.00	.00	.00	.00	.00
EXPENDITURE		3537.00	.00	.00	3537.00	.00	.00	.00	.00	.00
ENCUMBRANCE		23231.00	.00	.00	23231.00	.00	.00	.00	.00	.00
BALANCE		11982.00	.00	.00	11982.00	.00	.00	.00	.00	.00
TRANSPORTATION SER 7800										
APPROPRIATION		142491.70	.00	.00	100.00	.00	.00	.00	142391.70	.00
EXPENDITURE		18963.00	.00	.00	.00	.00	.00	.00	18963.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		123528.70	.00	.00	100.00	.00	.00	.00	123428.70	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		15000.00	.00	.00	15000.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		15000.00	.00	.00	15000.00	.00	.00	.00	.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		15207.69	9947.84	1629.52	.00	.00	3630.33	.00	.00	.00
EXPENDITURE		15207.69	9947.84	1629.52	.00	.00	3630.33	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		20598348.50	9949747.91	2999572.00	1014153.86	310389.36	4510430.95	729187.73	1084866.69	.00
EXPENDITURE		11679351.46	5732090.38	1568550.41	448209.90	220787.26	2797346.63	300062.54	612304.34	.00
ENCUMBRANCE		1187493.25	.00	4225.90	208589.47	13582.90	859979.86	101115.12	.00	.00
BALANCE		7731503.79	4217657.53	1426795.69	357354.49	76019.20	853104.46	328010.07	472562.35	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		20598348.50	9949747.91	2999572.00	1014153.86	310389.36	4510430.95	729187.73	1084866.69	.00
EXPENDITURE		11679351.46	5732090.38	1568550.41	448209.90	220787.26	2797346.63	300062.54	612304.34	.00
ENCUMBRANCE		1187493.25	.00	4225.90	208589.47	13582.90	859979.86	101115.12	.00	.00
BALANCE		7731503.79	4217657.53	1426795.69	357354.49	76019.20	853104.46	328010.07	472562.35	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FAC ACQ & CONST 7400										
APPROPRIATION		184825.79	.00	.00	.00	.00	.00	184825.79	.00	.00
EXPENDITURE		169950.40	.00	.00	.00	.00	.00	169950.40	.00	.00
ENCUMBRANCE		13870.86	.00	.00	.00	.00	.00	13870.86	.00	.00
BALANCE		1004.53	.00	.00	.00	.00	.00	1004.53	.00	.00
FISCAL SERVICES 7500										
APPROPRIATION		82253.81	66411.00	15842.81	.00	.00	.00	.00	.00	.00
EXPENDITURE		61592.82	49808.34	11784.48	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		20660.99	16602.66	4058.33	.00	.00	.00	.00	.00	.00
CENTRAL SERVICES 7700										
APPROPRIATION		19304600.40	44456.01	2794019.18	1447925.98	1800.00	4500.00	28538.72	14983360.51	.00
EXPENDITURE		15050240.57	33342.12	1610969.23	905621.83	1797.49	2840.88	6119.63	12489549.39	.00
ENCUMBRANCE		291.18	.00	.00	291.18	.00	.00	.00	.00	.00
BALANCE		4254068.65	11113.89	1183049.95	542012.97	2.51	1659.12	22419.09	2493811.12	.00
OPERATION SERVICES 7900										
APPROPRIATION		300.00	.00	.00	.00	.00	.00	.00	300.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		295.00	.00	.00	.00	.00	.00	.00	295.00	.00
BALANCE		5.00	.00	.00	.00	.00	.00	.00	5.00	.00
MAINTENANCE SERVICE 8100										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		19571980.00	110867.01	2809861.99	1447925.98	1800.00	4500.00	213364.51	14983660.51	.00
EXPENDITURE		15281783.79	83150.46	1622753.71	905621.83	1797.49	2840.88	176070.03	12489549.39	.00
ENCUMBRANCE		14457.04	.00	.00	291.18	.00	.00	13870.86	295.00	.00
BALANCE		4275739.17	27716.55	1187108.28	542012.97	2.51	1659.12	23423.62	2493816.12	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		19571980.00	110867.01	2809861.99	1447925.98	1800.00	4500.00	213364.51	14983660.51	.00
EXPENDITURE		15281783.79	83150.46	1622753.71	905621.83	1797.49	2840.88	176070.03	12489549.39	.00
ENCUMBRANCE		14457.04	.00	.00	291.18	.00	.00	13870.86	295.00	.00
BALANCE		4275739.17	27716.55	1187108.28	542012.97	2.51	1659.12	23423.62	2493816.12	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
COMMUNITY SERVICES	9100									
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
COMMUNITY SERVICES	9100									
APPROPRIATION		859769.55	548240.21	102299.34	100580.00	.00	77565.00	30700.00	385.00	.00
EXPENDITURE		521719.92	373728.91	66783.63	21726.78	.00	50645.66	8521.71	313.23	.00
ENCUMBRANCE		10426.67	.00	.00	2169.16	.00	7717.51	540.00	.00	.00
BALANCE		327622.96	174511.30	35515.71	76684.06	.00	19201.83	21638.29	71.77	.00
*SUB TOTAL										
APPROPRIATION		859769.55	548240.21	102299.34	100580.00	.00	77565.00	30700.00	385.00	.00
EXPENDITURE		521719.92	373728.91	66783.63	21726.78	.00	50645.66	8521.71	313.23	.00
ENCUMBRANCE		10426.67	.00	.00	2169.16	.00	7717.51	540.00	.00	.00
BALANCE		327622.96	174511.30	35515.71	76684.06	.00	19201.83	21638.29	71.77	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		859769.55	548240.21	102299.34	100580.00	.00	77565.00	30700.00	385.00	.00
EXPENDITURE		521719.92	373728.91	66783.63	21726.78	.00	50645.66	8521.71	313.23	.00
ENCUMBRANCE		10426.67	.00	.00	2169.16	.00	7717.51	540.00	.00	.00
BALANCE		327622.96	174511.30	35515.71	76684.06	.00	19201.83	21638.29	71.77	.00

* * * END OF IRBD410 REPORT * * *

FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING		PRD-09 MARCH		2015	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	
B		TRANSFERS	14,555,018.01	0.00	0.00	2,557,354.79	11,997,663.22
B	001	Safety to Health	2,743,524.35	0.00	287,928.41	784,578.09	1,671,017.85
B	002	ADA COMPLIANCE	63,000.00	0.00	8,500.00	11,844.50	42,655.50
B	003	ENVIRONMENTAL COMPLIANCE	14,713.44	0.00	8,114.96	2,232.04	4,366.44
B	004	AIR CONDITIONING	1,100,232.62	733.51	85,435.49	374,453.43	639,610.19
B	005	ROOFING	479,820.21	0.00	35,288.68	89,717.03	354,814.50
B	007	WALKWAYS AND SIDEWALKS	35,327.00	0.00	0.00	327.00	35,000.00
B	008	ELECTRICAL	240,243.34	0.00	39,367.98	104,066.43	96,808.93
B	009	SITE IMPROVEMENTS	481,466.81	34,187.50	50,863.91	130,267.60	266,147.80
B	010	BUILDING RENOVATIONS	91,953.01	0.00	10,020.84	57,925.43	24,006.74
B	012	TECHNOLOGY	804,279.35	0.00	11,337.00	29,751.94	763,190.41
B	013	MOTOR VEHICLES	739,639.76	0.00	735,799.76	3,840.00	0.00
B	016	PLUMBING & WATER PROJECTS	52,500.00	0.00	13,980.33	32,824.58	5,695.09
B	018	PAVING	10,000.00	0.00	0.00	8,400.00	1,600.00
B	021	TECHNOLOGY TRANS.VIDEO/COMMUN.	85,122.70	0.00	0.00	0.00	85,122.70
B	023	PAINTING SERVICES	5,000.00	0.00	0.00	0.00	5,000.00
B	024	MISC EQUIPMENT	608,898.83	18,463.16	90,166.65	177,857.96	322,411.06
B	029	SEBASTIAN RIVER HIGH ADDITION	7,556.50	0.00	0.00	7,556.50	0.00
B	032	DRAINAGE	5,000.00	0.00	0.00	0.00	5,000.00
B	033	WINDOWS & DOORS	49,225.37	0.00	7,140.48	40,384.54	1,700.35
B	034	CUSTODIAL/GROUNDS EQUIPMENT	71,000.00	0.00	8,053.12	55,519.97	7,426.91
B	036	CONSULTING	28,779.91	0.00	5,000.00	8,000.00	15,779.91
B	037	GLENDALE HARDCOURT	0.00	0.00	0.00	0.00	0.00
B	044	GYM/BAND/PE	167,732.59	0.00	84,506.64	61,728.88	21,497.07
B	048	PORTABLE LEASING & FF&E	1,936,260.76	0.00	185,418.46	1,120,192.85	630,649.45
B	050	DODGERTOWN CAFETERIA RENOVATIO	0.00	0.00	0.00	0.00	0.00
B	052	LAND PURCHASES	0.00	0.00	0.00	0.00	0.00
B	060	SRMS Locker Room Renovation	0.00	0.00	0.00	0.00	0.00
B	067	Storm Grove Middle School	0.00	0.00	0.00	0.00	0.00
B	068	Beachland -- Expansion	303,520.00	0.00	303,520.00	0.00	0.00
B	069	Upgrade TV Production Studio	0.00	0.00	0.00	0.00	0.00
B	072	PLAYGROUNDS	1,037,792.01	0.00	0.00	1,017,754.25	20,037.76
B	100	OTHER DISTRICTWIDE PROJECTS	0.00	0.00	0.00	0.00	0.00
B	401	District Office Lease	45,000.00	0.00	7,500.00	37,500.00	0.00
B	402	Administration Facility	7,030,238.74	0.00	6,202,185.65	823,283.30	4,769.79
B	403	Support Services Complex	0.00	0.00	0.00	0.00	0.00
B	404	Fellsmere Cafe Expan & Class A	609,539.50	0.00	0.00	579,467.35	30,072.15
B	405	Traffic Improvement Projects	0.00	0.00	0.00	0.00	0.00
B	406	TCE Additional Classrooms	214,093.11	0.00	54,503.94	118,704.14	40,885.03
B	407	Vero Beach El Replacement	21,235.60	0.00	0.00	21,235.60	0.00
B	408	Energy Management Projects	0.00	0.00	0.00	0.00	0.00
B	411	Renovate Thompson for Osceola	981.00	0.00	0.00	981.00	0.00
B	412	Rehabilitate Oslo Middle Schl	176,671.54	0.00	10,131.65	166,539.89	0.00
B	413	Vero Beach HS/FLC/PAC HVAC	0.00	0.00	0.00	0.00	0.00
B	414	Performing Arts Allocation	70,000.00	0.00	0.00	40,047.34	29,952.66
B	415	Gifford Middle School Chillers	17,913.50	0.00	0.00	0.00	17,913.50
B	416	Gifford M.Kalwell Revitalizatn	136,520.79	0.00	0.00	33,889.00	102,631.79
B	417	SRHS Lights EMS	0.00	0.00	0.00	0.00	0.00
B	418	Citrus Mechanical Rehab.	3,449.40	0.00	3,449.40	0.00	0.00
B	419	SMS TES	71,971.20	0.00	0.00	71,971.20	0.00
B	420	Highlands Mechanical Rehab.	23,115.98	0.00	7,633.00	5,500.00	9,982.98

FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING		PRD-09 MARCH	2015	
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
B 421	Floor replacement to tile DW	286,456.71	0.00	0.00	286,456.71	0.00
B 422	Rosewood PPU Road Improvements	194,287.48	0.00	0.00	194,287.48	0.00
B 423	VBHS Firedoors	0.00	0.00	0.00	0.00	0.00
B 425	VBHS Citrus Bowl Field Rehab	0.00	0.00	0.00	0.00	0.00
B 426	VBHS FLC Soccer/Lacorsse Flds	0.00	0.00	0.00	0.00	0.00
B 427	TCE Firewall	0.00	0.00	0.00	0.00	0.00
B 428	Data Air for IT Room	0.00	0.00	0.00	0.00	0.00
B 429	Citrus Additional Classrooms	6,053,919.11	0.00	2,665,343.60	2,079,133.67	1,309,441.84
B 430	Glendale FAFCO Tank Replacemnt	57,000.00	0.00	0.00	0.00	57,000.00
B 431	Districtwide Chiller Replacemt	868,462.30	0.00	511,328.08	71,035.00	286,099.22
B 432	VBHS Building IV Repairs	125,000.00	0.00	2,960.05	4,309.95	117,730.00
B 440	Beachland Drainage Project	148,753.13	0.00	35,287.67	10,515.33	102,950.13
B 441	Beachland Media Center	9,218.25	0.00	0.00	0.00	9,218.25
B 442	TCE Parking Lot Project	300,000.00	0.00	23,800.00	0.00	276,200.00
B 443	Storm Grove Stage	33,647.00	0.00	0.00	0.00	33,647.00
B 444	PIE Rehabilitation	312,000.00	0.00	0.00	0.00	312,000.00
	*	42,527,080.91	53,384.17	11,494,565.75	11,221,434.77	19,757,696.22

BUDGET STATUS SUMMARY
BUDGET AND EXPENDITURE REPORT-CAPITAL PROJECTS

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
REQUEST 091 TOTAL	42,527,080.91	53,384.17	11,494,565.75	11,221,434.77	19,757,696.22

FND - 420 SPECIAL REVENUE - OTHER - 420		PRD-00 BEGINNING			PRD-09	MARCH	2015
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B 101	Title I Part C Migrant 2014/15	60805.00	0.00	897.05	29124.46	30783.49	50.63
B 102	Title I Part C Migrant 2013/14	1990.80	0.00	0.00	1990.80	0.00	.00
B 105	Title I Part A Basic 2014-2015	4979808.82	4857.90	91492.35	2528932.49	2354526.08	47.28
B 106	Title I Part A Basic 2013-2014	69872.72	0.00	0.00	69872.72	0.00	.00
B 109	Title III Enh Opp for Imig.	18193.05	0.00	0.00	846.46	17346.59	95.35
B 111	Title II FY15 Teacher Training	635317.61	371.00	8959.63	307630.85	318356.13	50.11
B 112	Title II FY14 Teacher Training	41382.63	0.00	0.00	41382.63	0.00	.00
B 134	Title I School Imp Init FY14	15838.00	0.00	0.00	15838.00	0.00	.00
B 135	Title I School Imp Init FY 15	124192.00	0.00	0.00	77398.77	46793.23	37.68
B 151	Title III Part A Eng Lang 2015	198369.44	0.00	2365.27	94261.54	101742.63	51.29
B 152	Title III Part A Eng Lang 2014	55.08-	0.00	0.00	55.08-	0.00	.00
B 180	21st Century Com Lgnr Cntr 14	16437.74	0.00	0.00	16437.74	0.00	.00
B 201	IDEA Part B Pre K 2014-2015	109174.29	0.00	0.00	67253.00	41921.29	38.40
B 206	IDEA Part B 2013-2014	79710.94	0.00	0.00	79710.94	0.00	.00
B 207	IDEA Part B 2014-2015	4524399.66	0.00	5493.83	2655461.10	1863444.73	41.19
B 301	Adult Education FY 14/15	161885.00	0.00	100.05	113906.77	47878.18	29.58
B 302	Adult Education FY 13/14	1845.54	0.00	0.00	1845.54	0.00	.00
B 309	Carl Perkins Secondary FY 15	167350.00	0.00	146.54	96609.79	70593.67	42.18
B 310	Carl Perkins Sec Voc Ed FY14	4928.25	0.00	0.00	4928.25	0.00	.00
	*	11211446.41	5228.90	109454.72	6203376.77	4893386.02	43.65

FND - 421 Special Revenue -Other-Fed Dir		PRD-00 BEGINNING			PRD-09	MARCH	2015	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	%	REM
B	203	SEDNET ALLOCATION	20386.00	0.00	598.00	12240.00	7548.00	37.03
B	315	Carl Perkins Post Sec FY14/15	30156.00	0.00	1636.99	25748.71	2770.30	9.19
		*	50542.00	0.00	2234.99	37988.71	10318.30	20.42

FND - 422 Special Revenue - Other - Reim		PRD-00 BEGINNING			PRD-09	MARCH	2015	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	%	REM
B	114	PROJECT10 CONNECT MINI GRANT	1000.05	0.00	0.00	1000.05	0.00	.00
B	115	PROJECT10 CONNECT MINI GRANT	1500.00	0.00	0.00	202.40	1297.60	86.51
B	205	UDL THROUGH TECHNOLOGY 14/15	50000.00	188.60	198.00	44583.41	5029.99	10.06
		*	52500.05	188.60	198.00	45785.86	6327.59	12.05

FND - 434 Special Rev Race To The Top		PRD-00 BEGINNING			PRD-09	MARCH	2015	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	%	REM
B	433	PROF.DEV.FOR DIGITAL LEARNING	75000.00	0.00	52750.00	5225.57	17024.43	22.70
B	434	Race To The Top 2010 - 2014	613741.49	0.00	103338.65	204190.66	306212.18	49.89
		*	688741.49	0.00	156088.65	209416.23	323236.61	46.93

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
REQUEST 093 TOTAL	12003229.95	5417.50	267976.36	6496567.57	5233268.52	43.60

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Megan Morales 4/23/15
 Chair man of
 the board

Imagine South Vero (5066)
 Indian River County, Florida
 Balance Sheet (Unaudited)
 March 31, 2015

ASSETS	Accounts	General Fund	Special Revenue Fund	Debt Service	Capital Outlay	Total Governmental Funds
Cash and cash equivalents	1110	\$ 1,448,350.97	\$ -	\$ -	\$ -	\$ 1,448,350.97
Investments	1160					-
Grant receivables	1130	\$ 29,198.58				29,198.58
Other current assets	12XX	\$ -				-
Deposits	1210	\$ 93,835.90				93,835.90
Due from other funds	1140	\$ 36,293.52				36,293.52
Other long-term assets	1400	\$ 151,025.06				151,025.06
Total Assets		\$ 1,758,704.03	\$ -	\$ -	\$ -	\$ 1,758,704.03
LIABILITIES AND FUND BALANCE						
Liabilities						
Accounts payable	2120	\$ 24,098.28	\$ -	\$ -	\$ -	\$ 24,098.28
Salaries, benefits, and payroll taxes payable	2110, 2170, 2330	\$ 110,272.80				110,272.80
Deferred revenue	2410	\$ -				-
Notes/bonds payable	2180, 2250, 2310, 2320					-
Lease payable	2315					-
Other liabilities	21XX, 22XX, 23XX	\$ 163,704.27				163,704.27
Total Liabilities		298,075.35	-	-	-	298,075.35
Fund Balance						
Nonspendable	2710					-
Restricted	2720	96,322.00				96,322.00
Committed	2730					-
Assigned	2740	200,000.00				200,000.00
Unassigned	2750	1,164,306.68				1,164,306.68
Total Fund Balance		1,460,628.68	-	-	-	1,460,628.68
TOTAL LIABILITIES AND FUND BALANCE		\$ 1,758,704.03	\$ -	\$ -	\$ -	\$ 1,758,704.03
Variance		\$ -				\$ -

Megan Knowles 4/23/15

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Imagine South Vero (5006)												
2	Indian River County, Florida												
3	Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)												
4	For Quarter ending March 31st & Year Ending Jun 30th, 2015												
5													
6		FTE Projected			890								
7		FTE Actual			895								
8						101% Percent of Projected							
9													
						General Fund				Special Revenue			
									% of YTD				% of YTD
10		Account Number			Month/ Quarter	YTD Actual	Annual Budget		Actual to	Month/	YTD Actual	Annual	Actual to
11					Actual				Annual	Quarter		Budget	Annual
12									Budget	Actual			Budget
12	Revenues												
13	FEDERAL SOURCES												
14		Federal direct	3100		\$ -	\$ -	\$ -		%				
15		Federal through state and local	3200							\$ 66,260.28	\$ 169,364.22	\$ 147,306.00	115%
16	STATE SOURCES												
17		FEFP	3310		1,457,396.60	4,454,981.03	5,728,943.00		78%				
18		Capital outlay	3397						%				
19		Class size reduction	3355						%				
20		School recognition	3361						%				
21		Other state revenue	33XX						%				
22	LOCAL SOURCES												
23		Interest	3430			12,813.50	12,813.50		100%				
24		Local capital improvement tax	3413						%				
25		Other local revenue	34XX						%				
26		Total Revenues			168,859.92	527,056.68	622,690.00		85%				
27					1,626,256.52	4,994,851.21	6,364,446.50		78%	66,260.28	169,364.22	147,306.00	115%
28	Expenditures												
29	Current Expenditures												
30		Instruction	5000		750,927.16	2,103,900.54	3,143,876.00		67%				
31		Instructional support services	6000		19,550.57	53,016.11	89,151.00		59%				
32		Board	7100		603.00	19,433.20	14,700.00		132%				
33		School administration	7300		308,033.69	923,512.33	1,276,383.00		72%				
34		Facilities and acquisition	7400		290,979.12	850,417.36	1,067,541.00		80%				
35		Fiscal services	7500						%				
36		Food services	7600		57,840.11	131,428.21	127,013.00		103%	\$ 66,260.28	\$ 169,364.22	\$ 147,306.00	115%
37		Central services	7700		3,522.80	10,008.08	15,486.00		65%				
38		Pupil transportation services	7800						%				
39		Operation of plant	7900		82,168.56	247,919.14	293,555.00		84%				
40		Maintenance of plant	8100		1,456.15	22,662.21	64,000.00		35%				
41		Administrative technology services	8200						%				
42		Community services	9100		31,739.21	102,431.35	133,520.00		77%				
43		Debt service	9200						%				
44		Total Expenditures			1,546,820.37	4,464,728.53	6,225,225.00		72%	66,260.28	169,364.22	147,306.00	115%
45	Excess (Deficiency) of Revenues Over Expenditures												
					79,436.15	530,122.68	139,221.50		381%				

Megan Knowles 4/23/15

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Imagine South Vero (5006)												
2	Indian River County, Florida												
3	Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)												
4	For Quarter ending March 31st & Year Ending Jun 30th, 2015												
5													
6		FTE Projected			890								
7		FTE Actual			895								
8					101% Percent of Projected								
9					General Fund				Special Revenue				
10													
46		Account Number			Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget		Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
47	Other Financing Sources (Uses)												
48													
49			3600										
49			9700										
50	Total Other Financing Sources (Uses)												
51								%					
52	Net Change in Fund Balances												
53					79,436.15	530,122.68	139,221.50	381%					
54					834,184.00	834,184.00	834,184.00	100%		96,322.00	96,322.00	96,322.00	100%
55	Fund Balances, Beginning as Restated												
55					834,184.00	834,184.00	834,184.00	100%		96,322.00	96,322.00	96,322.00	100%
57	Fund Balances, Ending												
57					\$ 913,620.15	\$ 1,364,306.68	\$ 973,405.50	140%		\$ 96,322.00	\$ 96,322.00	\$ 96,322.00	100%

Megan Knowles 4/23/15

A	B	C	D	N	T	U	V	W	X	Y	Z	AA	AB
1	Imagine South Vero (5006)												
2	Indian River County, Florida												
3	Statement of Revenue, Expenditures, and Changes in Fund Bal												
4	For Quarter ending March 31st & Year Ending Jun 30th, 2015												
5													
6	FTE Projected					890							
7	FTE Actual					895							
8													
9													
10													
11													
12	Revenues												
13	FEDERAL SOURCES												
14	Federal direct	3100											
15	Federal through state and local	3200								\$ 66,260.28	\$ 169,364.22	\$ 147,306.00	115%
16	STATE SOURCES												
17	FEFP	3310											
18	Capital outlay	3397								1,457,396.60	4,454,981.03	5,728,943.00	78%
19	Class size reduction	3355								63,345.00	212,555.00	370,659.00	57%
20	School recognition	3361											
21	Other state revenue	33XX											
22	LOCAL SOURCES												
23	Interest	3430											
24	Local capital improvement tax	3413											
25	Other local revenue	34XX											
26	Total Revenues									168,858.92	527,056.68	622,690.00	85%
27										1,755,861.80	5,376,770.43	6,882,411.50	78%
28	Expenditures												
29	Current Expenditures												
30	Instruction	5000											
31	Instructional support services	6000								750,927.16	2,103,900.54	3,143,876.00	67%
32	Board	7100								19,550.57	53,016.11	89,151.00	59%
33	School administration	7300								603.00	19,433.20	14,700.00	132%
34	Facilities and acquisition	7400								308,033.69	923,512.33	1,276,383.00	72%
35	Fiscal services	7500								\$ 63,345.00	\$ 212,555.00	\$ 370,659.00	57%
36	Food services	7600								354,324.12	1,062,972.36	1,438,200.00	74%
37	Central services	7700											
38	Pupil transportation services	7800								124,100.39	300,792.43	274,319.00	110%
39	Operation of plant	7900								3,522.80	10,008.08	15,486.00	65%
40	Maintenance of plant	8100											
41	Administrative technology services	8200								82,168.56	247,919.14	293,555.00	84%
42	Community services	9100								1,456.15	22,662.21	64,000.00	35%
43	Debt service	9200											
44	Total Expenditures									31,739.21	102,431.35	133,520.00	77%
45	Excess (Deficiency) of Revenues Over Expenditures									63,345.00	212,555.00	370,659.00	57%
										1,676,425.65	4,846,647.75	6,743,190.00	72%
										79,436.15	530,122.68	139,221.50	381%

Megan Knowles 4/23/15

	A	B	C	D	N	T	U	V	W	X	Y	Z	AA	AB
1	Imagine South Vero (5006)													
2	Indian River County, Florida													
3	Statement of Revenue, Expenditures, and Changes in Fund Bal													
4	For Quarter ending March 31st & Year Ending Jun 30th, 2015													
5														
6		FTE Projected					890							
7		FTE Actual					895							
8														
9														
10		Account Number												
46														
47		Other Financing Sources (Uses)												
48		Transfers in	3600											
49		Transfers out	9700											
50		Total Other Financing Sources (Uses)												
51														
52		Net Change in Fund Balances												
53		Fund balances, beginning									79,436.15	530,122.68	139,221.50	381%
54		Adjustments to beginning fund balance									930,506.00	930,506.00	930,506.00	100%
55		Fund Balances, Beginning as Restated									930,506.00	930,506.00	930,506.00	100%
56														
57		Fund Balances, Ending									\$ 1,009,942.15	\$ 1,460,628.68	\$ 1,069,727.50	137%

3/4/23/15

Indian River Charter School, Inc. with MSID Number 5001
 Indian River County, Florida
 Balance Sheet (Unaudited)
3/31/2015

	<u>Accounts</u>	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Debt Service</u>	<u>Capital Outlay</u>	<u>Total Governmental Funds</u>
ASSETS						
Cash and cash equivalents	1110	\$ 942,286.93			\$ 351,168.00	\$ 1,293,454.93
Investments	1160					-
Grant receivables	1130	\$ 350.00			\$ 29,166.00	29,516.00
Other current assets	1200	\$ 41,631.83				41,631.83
Deposits	1210					-
Due from other funds	1140	\$ 375,775.54				375,775.54
Other long-term assets	1400	\$ -				-
Total Assets		\$ 1,360,044.30	\$ -	\$ -	\$ 380,334.00	\$ 1,740,378.30
LIABILITIES AND FUND BALANCE						
Liabilities						
Accounts payable	2120	\$ (19.49)			\$ 2,558.46	\$ 2,538.97
Salaries, benefits, and payroll taxes payable	2110, 2170, 2330	\$ 8,737.15				\$ 8,737.15
Other current liabilities	2160				\$ 375,775.54	\$ 375,775.54
Deferred revenue	2413	\$ 200.00				\$ 200.00
Notes/bonds payable	2180, 2250, 2310, 2320					
Lease payable	2315					
Other liabilities	21XX, 22XX, 23XX					
Total Liabilities		8,917.66	-	-	378,334.00	387,251.66
Fund Balance						
Nonspendable	2710	\$ 41,631.83				\$ 41,631.83
Restricted	2720				\$ 2,000.00	\$ 2,000.00
Committed	2730					\$ -
Assigned	2740					\$ -
Unassigned	2750	\$ 1,309,494.81				\$ 1,309,494.81
Total Fund Balance		1,351,126.64	-	-	2,000.00	1,353,126.64
TOTAL LIABILITIES AND FUND BALANCE		\$ 1,360,044.30	\$ -	\$ -	\$ 380,334.00	\$ 1,740,378.30

8/4/22/15

Indian River Charter School, Inc. with MSID Number 5001
 Indian River County, Florida
 Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)
 For Quarter Ended 3/31/2015 and For the Year Ending 6/30/2015

FTE Projected
 FTE Actual

615
 607.36

99% Percent of Projected

	Account Number	General Fund				Special Revenue			
		Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
Revenues									
Federal direct	3100								
Federal through state and local	3200								
STATE SOURCES									
FEFP	3310	1,042,757.53	2,854,222.07	3,765,006.00	76%				
Capital outlay	3397								
Class size reduction	3355								
School recognition	3361		61,689.00						
Other state revenue	3312	-	9,994.53	-					
LOCAL SOURCES									
Interest	3430	1,063.48	3,434.58	-					
Local capital improvement tax	3413								
Other local revenue	3400	85,572.79	684,180.65	837,790.25	107%				
Total Revenues		1,129,393.80	3,613,520.83	4,402,796.25	82%	-	-	-	
Expenditures									
Current Expenditures									
Instruction	5000	778,414.22	2,067,854.46	2,743,199.73	75%				
Instructional support services	6000	91,943.52	262,233.01	357,190.19	73%				
Board	7100								
School administration	7300	144,593.51	454,871.33	579,302.80	79%				
Facilities and acquisition	7400								
Fiscal services	7500								
Food services	7600	266.16	427.90	10,000.00	4%				
Central services	7700	13,435.16	34,827.12	50,094.73	70%				
Pupil transportation services	7800	3,691.20	3,691.20	5,000.00	74%				
Operation of plant	7900	120,302.11	380,865.12	532,752.01	71%				
Maintenance of plant	8100	4,701.70	11,093.70	21,000.00	53%				
Administrative technology services	8200	29,523.85	85,458.29	111,048.61	77%				
Community services	9100								
Debt service	9200								
Total Expenditures		1,186,871.43	3,301,322.13	4,409,588.07	75%	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures		(57,477.63)	312,198.70	(6,791.82)	-4597%	-	-	-	
Other Financing Sources (Uses)									
Transfers in	3600								
Transfers out	9700	(17,822.34)	(79,020.54)						
Total Other Financing Sources (Uses)		(17,822.34)	(79,020.54)	-		-	-	-	
Net Change in Fund Balances		(75,299.97)	233,178.16	(6,791.82)	-3433%				
Fund balances, beginning		1,487,624.81	1,117,948.48	1,117,948.48	100%				
Adjustments to beginning fund balance									
Fund Balances, Beginning as Restated		1,487,624.81	1,117,948.48	1,117,948.48	100%	-	-	-	
Fund Balances, Ending		\$ 1,412,324.84	\$ 1,351,126.64	\$ 1,111,156.66	122%	\$ -	\$ -	\$ -	%

94-21-15

Indian River Charter School, Inc. with MSID Number 5001
 Indian River County, Florida
 Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)
 For Quarter Ended 3/31/2015 and For the Year Ending 6/30/2015

State

FTE Projected 615
 FTE Actual 607.36

	Account Number	Debt Service				Capital Outlay			
		Month/ Quarter	% of YTD			Month/ Quarter	% of YTD		
		Actual	YTD Actual	Annual Budget	Actual to Annual Budget	Actual	YTD Actual	Annual Budget	Actual to Annual Budget
Revenues									
	3100								
Federal direct	3100								
Federal through state and local	3200								
STATE SOURCES									
FEFP	3310								
Capital outlay	3397	87,499.00	254,624.00	307,996.00				83%	
Class size reduction	3355								
School recognition	3361								
Other state revenue	3312								
LOCAL SOURCES									
Interest	3430	104.12	316.84	429.00				74%	
Local capital improvement tax	3413								
Other local revenue	3400								
Total Revenues		-	-	-	87,603.12	254,940.84	308,425.00		83%
Expenditures									
Current Expenditures									
Instruction	5000								
Instructional support services	6000								
Board	7100								
School administration	7300								
Facilities and acquisition	7400	105,425.46	333,961.38	307,996.00				108%	
Fiscal services	7500								
Food services	7600								
Central services	7700								
Pupil transportation services	7800								
Operation of plant	7900								
Maintenance of plant	8100								
Administrative technology services	8200								
Community services	9100								
Debt service	9200								
Total Expenditures		-	-	-	105,425.46	333,961.38	307,996.00		108%
Excess (Deficiency) of Revenues Over Expenditures		-	-	-	(17,822.34)	(79,020.54)	429.00		-18420%
Other Financing Sources (Uses)									
Transfers in	3600				17,822.34	79,020.54			
Transfers out	9700								
Total Other Financing Sources (Uses)		-	-	-	17,822.34	79,020.54	-		
Net Change in Fund Balances									
Fund balances, beginning					2,000.00	2,000.00	2,000.00		100%
Adjustments to beginning fund balance									
Fund Balances, Beginning as Restated		-	-	-	2,000.00	2,000.00	2,000.00		100%
Fund Balances, Ending		\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,429.00		82%

8/4/2015

Indian River Charter School, Inc. with MSID Number 5001
 Indian River County, Florida
 Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)
 For Quarter Ended 3/31/2015 and For the Year Ending 6/30/2015

State					
FTE Projected	615				
FTE Actual	607.36				
Total Governmental Funds					
Account Number	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	
Revenues					
Federal direct	3100				
Federal through state and local	3200				
STATE SOURCES					
FEFP	3310	1,042,757.53	2,854,222.07	3,765,006.00	76%
Capital outlay	3397	87,499.00	254,624.00	307,996.00	83%
Class size reduction	3355	-	-	-	
School recognition	3361	-	61,689.00	-	
Other state revenue	3312	-	9,994.53	-	
LOCAL SOURCES					
Interest	3430	1,167.60	3,751.42	429.00	874%
Local capital improvement tax	3413	-	-	-	
Other local revenue	3400	85,572.79	684,180.65	637,790.25	107%
Total Revenues		1,216,996.92	3,868,461.67	4,711,221.25	82%
Expenditures					
Current Expenditures					
Instruction	5000	778,414.22	2,067,854.46	2,743,199.73	75%
Instructional support services	6000	91,943.52	262,233.01	357,190.19	73%
Board	7100	-	-	-	
School administration	7300	144,593.51	454,871.33	579,302.80	79%
Facilities and acquisition	7400	105,425.46	333,961.38	307,996.00	108%
Fiscal services	7500	-	-	-	
Food services	7600	266.16	427.90	10,000.00	4%
Central services	7700	13,435.16	34,827.12	50,094.73	70%
Pupil transportation services	7800	3,691.20	3,691.20	5,000.00	74%
Operation of plant	7900	120,302.11	380,865.12	532,752.01	71%
Maintenance of plant	8100	4,701.70	11,093.70	21,000.00	53%
Administrative technology services	8200	29,523.85	85,458.29	111,048.61	77%
Community services	9100	-	-	-	
Debt service	9200	-	-	-	
Total Expenditures		1,292,296.89	3,635,283.51	4,717,584.07	77%
Excess (Deficiency) of Revenues Over Expenditures		(75,299.97)	233,178.16	(6,362.82)	-3665%
Other Financing Sources (Uses)					
Transfers in	3600	17,822.34	79,020.54	-	
Transfers out	9700	(17,822.34)	(79,020.54)	-	
Total Other Financing Sources (Uses)		-	-	-	
Net Change in Fund Balances		(75,299.97)	233,178.16	(6,362.82)	-3665%
Fund balances, beginning		1,489,624.81	1,119,948.48	1,119,948.48	100%
Adjustments to beginning fund balance		-	-	-	
Fund Balances, Beginning as Restated		1,489,624.81	1,119,948.48	1,119,948.48	100%
Fund Balances, Ending		\$ 1,414,324.84	\$ 1,353,126.64	\$ 1,113,585.66	122%

COPY

NORTH COUNTY CHARTER SCHOOL, INC.

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

January 31, 2015



KMETZ NUTTALL ELWELL GRAHAM, PLLC
Certified Public Accountants

Independent Accountants' Compilation Report

To the Board of Directors
North County Charter School, Inc.
Vero Beach, Florida

We have compiled the accompanying balance sheet of North County Charter School, Inc. as of January 31, 2015, and the related statement of revenue, expenditures, and changes in fund balance for one month and the period then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the School's financial position and results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Kmetz, Nuttall, Elwell, Graham, PLLC
Certified Public Accountants

February 10, 2015

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Teresa M. LaSora, CPA David P. Reisinger, CPA James F. McGuigan, Jr., CPA Sherri Kolodziejczak, CPA, CGMA

(North County Charter School, Inc.) with MSID Number (5003)
Indian River County, Florida
Balance Sheet (Unaudited)
January 31, 2015

	Accounts	General Fund	Special Revenue Fund	Debt Service	Capital Outlay	Total Governmental Funds
ASSETS						
Cash and cash equivalents	1110	\$ 769,511.14	\$ -	\$ -	\$ -	\$ 769,511.14
Investments	1160					-
Grant receivables	1130					-
Other current assets	12XX					-
Deposits	1210					-
Due from other funds	1140	5,006.23			16,201.82	21,208.05
Due from local sources	1145	-				-
Other long-term assets	1400					-
Total Assets		<u>\$ 774,517.37</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 16,201.82</u>	<u>\$ 790,719.19</u>
LIABILITIES AND FUND BALANCE						
Liabilities						
Accounts payable	2120	\$ -	\$ -	\$ -	\$ -	\$ -
Salaries, benefits, and payroll taxes payable	2110, 2170, 2330					-
Deferred revenue	2410					-
Notes/bonds payable	2180, 2250, 2310, 2320					-
Lease payable	2315					-
Other liabilities	21XX, 22XX, 23XX		21,208.05			21,208.05
Total Liabilities		<u>-</u>	<u>21,208.05</u>	<u>-</u>	<u>-</u>	<u>21,208.05</u>
Fund Balance						
Nonspendable	2710					-
Restricted	2720		(21,208.05)		16,201.82	(5,006.23)
Committed	2730					-
Assigned	2740					-
Unassigned	2750	774,517.37	-	-		774,517.37
Total Fund Balance		<u>774,517.37</u>	<u>(21,208.05)</u>	<u>-</u>	<u>16,201.82</u>	<u>769,511.14</u>
TOTAL LIABILITIES AND FUND BALANCE		<u>\$ 774,517.37</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 16,201.82</u>	<u>\$ 790,719.19</u>

See independent accountant's compilation report.

(North County Charter School, Inc.) with MSID Number (5003)
Indian River County, Florida
Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)
For Month Ended January 31, 2015

	FTE Projected FTE Actual	1868171 1107630.76		59% Percent of Projected					
				General Fund		Special Revenue			
	Account Number	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
Revenues									
FEDERAL SOURCES									
Federal direct	3100	\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%
Federal through state and local	3200								
STATE SOURCES									
FEFP	3310	157749.03	1107630.76	1868171	59%				
Capital outlay	3397								
Class size reduction	3355								
School recognition	3361			25600	0%				
Other state revenue	33XX	3578.4	21430.08	34600	62%				
LOCAL SOURCES									
Interest	3430								
Local capital improvement tax	3413								
Other local revenue	34XX	7,939.60	54,843.89	90,948.00	60%	8,802.40	45,842.12	100,000.00	46%
Total Revenues		169,267.03	1,183,904.73	2,019,319.00	59%	8,802.40	45,842.12	100,000.00	46%
Expenditures									
Current Expenditures									
Instruction	5000	74,007.85	489,753.86	949,094.00	52%				
Instructional support services	6000	-	700.00	1,315.00	53%				
Board	7100	-	1,435.42	3,800.00	38%				
School administration	7300	18,077.80	129,271.22	223,099.00	58%				
Facilities and acquisition	7400	-	3,922.22	3,100.00	127%				
Fiscal services	7500	325.00	10,675.00	12,680.00	84%				
Food services	7600					10,992.78	67,050.17	118,521.00	57%
Central services	7700								
Pupil transportation services	7800	12,215.84	12,215.84	24,784.00	49%				
Operation of plant	7900	11,174.25	100,737.22	143,436.00	70%				
Maintenance of plant	8100	211.86	4,588.56	2,716.00	169%				
Administrative technology services	8200								
Community services	9100								
Debt service	9200	52,821.90	191,907.46	324,642.00	59%				
Total Expenditures		168,834.30	945,206.80	1,688,666.00	56%	10,992.78	67,050.17	118,521.00	57%
Excess (Deficiency) of Revenues Over Expenditures		432.73	238,697.93	330,653.00	72%	(2,190.38)	(21,208.05)	(18,521.00)	115%
Other Financing Sources (Uses)									
Transfers in	3600								
Loan proceeds	3700								
Transfers out	9700								
Total Other Financing Sources (Uses)		-	-	-		-	-	-	
Net Change in Fund Balances		432.73	238,697.93	330,653.00	72%	(2,190.38)	(21,208.05)	(18,521.00)	115%
Fund balances, beginning			535,819.44						
Adjustments to beginning fund balance									
Fund Balances, Beginning as Restated		-	535,819.44	-		-	-	-	
Fund Balances, Ending		\$ 432.73	\$ 774,517.37	\$ 330,653.00	234%	\$ (2,190.38)	\$ (21,208.05)	\$ (18,521.00)	115%

Debt Service				Capital Outlay				Total Governmental Funds			
Month/ Quarter			% of YTD	Month/ Quarter			% of YTD	Month/ Quarter			% of YTD
Actual	YTD Actual	Annual Budget	Actual to Annual Budget	Actual	YTD Actual	Annual Budget	Actual to Annual Budget	Actual	YTD Actual	Annual Budget	Actual to Annual Budget
\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%
				7249	42496	85000	50%	157,749.03	1,107,630.76	1,868,171.00	59%
								7,249.00	42,496.00	85,000.00	50%
								-	-	25,600.00	0%
								3,578.40	21,430.08	34,600.00	62%
								-	-	-	-
								16,742.00	100,686.01	190,948.00	53%
				7,249.00	42,496.00	85,000.00	50%	185,318.43	1,272,242.85	2,204,319.00	58%
					12,392.88	17,940.00	69%	74,007.85	502,146.74	967,034.00	52%
								-	700.00	1,315.00	53%
								-	1,435.42	3,800.00	38%
								18,077.80	129,271.22	223,099.00	58%
					7,212.12	15,865.00	45%	-	11,134.34	18,965.00	59%
								325.00	10,675.00	12,680.00	84%
					6,689.18			10,992.78	73,739.35	118,521.00	62%
								-	-	-	-
						2,300.00	0%	12,215.84	12,215.84	24,784.00	49%
								11,174.25	100,737.22	143,436.00	70%
								211.66	4,588.56	5,016.00	91%
								-	-	-	-
								52,821.90	191,907.46	324,642.00	59%
					26,294.18	36,105.00	73%	179,827.08	1,038,551.15	1,843,292.00	56%
				7,249.00	16,201.82	48,895.00	33%	5,491.35	233,691.70	361,027.00	65%
\$ -	\$ -	\$ -	%	\$ 7,249.00	\$ 16,201.82	\$ 48,895.00	33%	\$ 5,491.35	\$ 769,511.14	\$ 361,027.00	213%

See independent accountant's compilation report.

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NORTH COUNTY CHARTER SCHOOL, INC.

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

February 28, 2015



KMETZ·NUTTALL·ELWELL·GRAHAM, PLLC
Certified Public Accountants

Independent Accountants' Compilation Report

To the Board of Directors
North County Charter School, Inc.
Vero Beach, Florida

We have compiled the accompanying balance sheet of North County Charter School, Inc. as of February 28, 2015, and the related statement of revenue, expenditures, and changes in fund balance for one month and the period then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the School's financial position and results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Kmetz, Nuttall, Elwell, Graham, PLLC
Certified Public Accountants

March 16, 2015

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(North County Charter School, Inc.) with MSID Number (5003)
Indian River County, Florida
Balance Sheet (Unaudited)
February 28, 2015

ASSETS	Accounts	General Fund	Special Revenue Fund	Debt Service	Capital Outlay	Total Governmental Funds
Cash and cash equivalents	1110	\$ 793,167.91	\$ -	\$ -	\$ -	\$ 793,167.91
Investments	1160					-
Grant receivables	1130					-
Other current assets	12XX					-
Deposits	1210					-
Due from other funds	1140	6,695.03			17,932.57	24,627.60
Due from local sources	1145	-				-
Other long-term assets	1400					-
Total Assets		\$ 799,862.94	\$ -	\$ -	\$ 17,932.57	\$ 817,795.51
LIABILITIES AND FUND BALANCE						
Liabilities						
Accounts payable	2120	\$ -	\$ -	\$ -	\$ -	\$ -
Salaries, benefits, and payroll taxes payable	2110, 2170, 2330					-
Deferred revenue	2410					-
Notes/bonds payable	2180, 2250, 2310, 2320					-
Lease payable	2315					-
Other liabilities	21XX, 22XX, 23XX		24,627.60			24,627.60
Total Liabilities		-	24,627.60	-	-	24,627.60
Fund Balance						
Nonspendable	2710					-
Restricted	2720		(24,627.60)		17,932.57	(6,695.03)
Committed	2730					-
Assigned	2740					-
Unassigned	2750	799,862.94	-	-	-	799,862.94
Total Fund Balance		799,862.94	(24,627.60)	-	17,932.57	793,167.91
TOTAL LIABILITIES AND FUND BALANCE		\$ 799,862.94	\$ -	\$ -	\$ 17,932.57	\$ 817,795.51

See independent accountant's compilation report.

(North County Charter School, Inc.) with MSID Number (5003)
Indian River County, Florida
Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)
For Month Ended February 28, 2015

FTE Projected
FTE Actual

1868171
1255896.07

67% Percent of Projected

	Account Number	General Fund				Special Revenue			
		Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
Revenues									
FEDERAL SOURCES									
Federal direct	3100	\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%
Federal through state and local	3200								
STATE SOURCES									
FEFP	3310	148265.31	1255896.07	1868171	67%				
Capital outlay	3397								
Class size reduction	3355								
School recognition	3361			25600	0%				
Other state revenue	33XX	4660.48	22965.6	34600	66%				
LOCAL SOURCES									
Interest	3430								
Local capital improvement tax	3413								
Other local revenue	34XX	12,257.66	67,101.55	90,948.00	74%	10,381.31	56,223.43	100,000.00	56%
Total Revenues		165,203.45	1,345,963.22	2,019,319.00	67%	10,381.31	56,223.43	100,000.00	56%
Expenditures									
Current Expenditures									
Instruction	5000	75,129.45	564,883.31	949,094.00	60%				
Instructional support services	6000	-	700.00	1,315.00	53%				
Board	7100	-	1,435.42	3,800.00	38%				
School administration	7300	18,520.05	147,791.27	223,099.00	66%				
Facilities and acquisition	7400	-	3,922.22	3,100.00	127%				
Fiscal services	7500	335.00	11,010.00	12,680.00	87%				
Food services	7600					13,800.86	80,851.03	118,521.00	68%
Central services	7700								
Pupil transportation services	7800	1,025.10	13,240.94	24,784.00	53%				
Operation of plant	7900	14,356.87	115,094.09	143,436.00	80%				
Maintenance of plant	8100	935.50	5,524.06	2,716.00	203%				
Administrative technology services	8200								
Community services	9100								
Debt service	9200	26,410.95	218,318.41	324,642.00	67%				
Total Expenditures		136,712.92	1,081,919.72	1,688,666.00	64%	13,800.86	80,851.03	118,521.00	68%
Excess (Deficiency) of Revenues Over Expenditures		28,490.53	264,043.50	330,653.00	80%	(3,419.55)	(24,627.60)	(18,521.00)	133%
Other Financing Sources (Uses)									
Transfers in	3600								
Loan proceeds	3700								
Transfers out	9700	-	-	-					
Total Other Financing Sources (Uses)		-	-	-		-	-	-	
Net Change in Fund Balances		28,490.53	264,043.50	330,653.00	80%	(3,419.55)	(24,627.60)	(18,521.00)	133%
Fund balances, beginning			535,819.44						
Adjustments to beginning fund balance									
Fund Balances, Beginning as Restated		-	535,819.44	-		-	-	-	
Fund Balances, Ending		\$ 28,490.53	\$ 799,862.94	\$ 330,653.00	242%	\$ (3,419.55)	\$ (24,627.60)	\$ (18,521.00)	133%

Debt Service				Capital Outlay				Total Governmental Funds			
Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
Actual				Actual				Actual			
\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%
				7359	49855	85000	59%	148,265.31	1,255,896.07	1,868,171.00	67%
								7,359.00	49,855.00	85,000.00	59%
								-	-	25,600.00	0%
								4,680.48	22,965.60	34,600.00	66%
								-	-	-	-
								22,638.97	123,324.98	190,948.00	65%
				7,359.00	49,855.00	85,000.00	58%	182,943.76	1,452,041.65	2,204,318.00	66%
					12,392.88	17,940.00	69%	75,129.45	577,276.19	957,034.00	60%
								-	700.00	1,315.00	53%
								-	1,435.42	3,800.00	38%
								18,520.05	147,791.27	223,099.00	86%
				3,824.00	11,036.12	15,865.00	70%	3,824.00	14,958.34	18,965.00	79%
								335.00	11,010.00	12,680.00	87%
					6,689.18			13,800.86	87,540.21	116,521.00	74%
								-	-	-	-
								1,025.10	13,240.94	24,784.00	53%
								14,356.87	115,094.09	143,436.00	80%
				1,804.25	1,804.25	2,300.00	78%	2,739.75	7,328.31	5,016.00	146%
								-	-	-	-
								26,410.95	218,318.41	324,642.00	67%
								5,628.25	31,922.43	36,105.00	88%
								1,730.75	17,932.57	48,895.00	37%
\$ -	\$ -	\$ -	%	\$ 1,730.75	\$ 17,932.57	\$ 48,895.00	37%	\$ 26,801.73	\$ 793,167.91	\$ 361,027.00	220%

See independent accountant's compilation report.

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NORTH COUNTY CHARTER SCHOOL, INC.

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

March 31, 2015



KMETZ NUTTALL ELWELL GRAHAM, PLLC
Certified Public Accountants

Independent Accountants' Compilation Report

To the Board of Directors
North County Charter School, Inc.
Vero Beach, Florida

We have compiled the accompanying balance sheet of North County Charter School, Inc. as of March 31, 2015, and the related statement of revenue, expenditures, and changes in fund balance for one month and the period then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the School's financial position and results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Kmetz, Nuttall, Elwell, Graham, PLLC
Certified Public Accountants

April 15, 2015

(North County Charter School, Inc.) with MSID Number (5003)
Indian River County, Florida
Balance Sheet (Unaudited)
March 31, 2015

ASSETS	Accounts	General Fund	Special Revenue Fund	Debt Service	Capital Outlay	Total Governmental Funds
Cash and cash equivalents	1110	\$ 826,797.56	\$ -	\$ -	\$ -	\$ 826,797.56
Investments	1160					-
Grant receivables	1130					-
Other current assets	12XX					-
Deposits	1210					-
Due from other funds	1140	3,478.37			25,291.57	28,769.94
Due from local sources	1145	-				-
Other long-term assets	1400					-
Total Assets		\$ 830,275.93	\$ -	\$ -	\$ 25,291.57	\$ 855,567.50
LIABILITIES AND FUND BALANCE						
Liabilities						
Accounts payable	2120	\$ -	\$ -	\$ -	\$ -	\$ -
Salaries, benefits, and payroll taxes payable	2110, 2170, 2330					-
Deferred revenue	2410					-
Notes/bonds payable	2180, 2250, 2310, 2320					-
Lease payable	2315					-
Other liabilities	21XX, 22XX, 23XX		28,769.94		-	28,769.94
Total Liabilities		-	28,769.94	-	-	28,769.94
Fund Balance						
Nonspendable	2710					-
Restricted	2720		(28,769.94)		25,291.57	(3,478.37)
Committed	2730					-
Assigned	2740					-
Unassigned	2750	830,275.93	-	-	-	830,275.93
Total Fund Balance		830,275.93	(28,769.94)	-	25,291.57	826,797.56
TOTAL LIABILITIES AND FUND BALANCE		\$ 830,275.93	\$ -	\$ -	\$ 25,291.57	\$ 855,567.50

See independent accountant's compilation report.

(North County Charter School, Inc.) with MSID Number (5003)
Indian River County, Florida
Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)
For Month Ended March 31, 2015

	FTE Projected	76% Percent of Projected								
	FTE Actual	General Fund				Special Revenue				
		Account Number	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
Revenues										
FEDERAL SOURCES										
Federal direct		3100	\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%
Federal through state and local		3200								
STATE SOURCES										
FEFP		3310	148265.37	1404161.44	1848833	76%				
Capital outlay		3397								
Class size reduction		3355								
School recognition		3361	25551	25551	25600	100%				
Other state revenue		33XX	4784.64	27750.24	34600	80%				
LOCAL SOURCES										
Interest		3430								
Local capital improvement tax		3413								
Other local revenue		34XX	13,627.25	80,728.80	94,500.00	85%	10,390.12	66,613.55	93,500.00	71%
Total Revenues			192,228.26	1,538,191.48	2,003,533.00	77%	10,390.12	66,613.55	93,500.00	71%
Expenditures										
Current Expenditures										
Instruction		5000	102,630.25	667,513.56	906,524.00	74%				
Instructional support services		6000	-	700.00	1,315.00	53%				
Board		7100	-	1,435.42	3,800.00	38%				
School administration		7300	21,097.45	168,888.72	226,999.00	74%				
Facilities and acquisition		7400	-	3,922.22	3,100.00	127%				
Fiscal services		7500	335.00	11,345.00	12,680.00	89%				
Food services		7600					14,532.46	95,383.49	118,521.00	80%
Central services		7700								
Pupil transportation services		7800	-	13,240.94	24,784.00	53%				
Operation of plant		7900	10,901.66	125,995.75	143,436.00	88%				
Maintenance of plant		8100	439.96	5,964.02	2,716.00	220%				
Administrative technology services		8200								
Community services		9100								
Debt service		9200	26,410.95	244,729.36	333,325.00	73%				
Total Expenditures			161,815.27	1,243,734.99	1,658,679.00	75%	14,532.46	95,383.49	118,521.00	80%
Excess (Deficiency) of Revenues Over Expenditures			30,412.99	294,456.49	344,854.00	85%	(4,142.34)	(28,769.94)	(25,021.00)	115%
Other Financing Sources (Uses)										
Transfers in		3600					-	-		
Loan proceeds		3700								
Transfers out		9700								
Total Other Financing Sources (Uses)			-	-	-		-	-	-	
Net Change in Fund Balances			30,412.99	294,456.49	344,854.00	85%	(4,142.34)	(28,769.94)	(25,021.00)	115%
Fund balances, beginning				535,819.44						
Adjustments to beginning fund balance										
Fund Balances, Beginning as Restated			-	535,819.44	-		-	-	-	
Fund Balances, Ending			\$ 30,412.99	\$ 830,275.93	\$ 344,854.00	241%	\$ (4,142.34)	\$ (28,769.94)	\$ (25,021.00)	115%

Debt Service				Capital Outlay				Total Governmental Funds			
Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
Actual				Actual				Actual			
\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%
-	-	-		7359	57214	85000	67%	148,265.37	1,404,161.44	1,848,833.00	76%
-	-	-		-	-	-		7,359.00	57,214.00	85,000.00	67%
-	-	-		-	-	-		25,551.00	25,551.00	25,600.00	100%
-	-	-		-	-	-		4,784.64	27,750.24	34,600.00	80%
-	-	-		-	-	-		-	-	-	
-	-	-		-	-	-		24,017.37	147,342.35	188,000.00	78%
-	-	-		7,359.00	57,214.00	85,000.00	67%	209,977.38	1,662,019.03	2,182,033.00	76%
-	-	-		-	12,392.88	17,940.00	69%	102,630.25	679,906.44	924,464.00	74%
-	-	-		-	-	-		-	700.00	1,315.00	53%
-	-	-		-	-	-		-	1,435.42	3,800.00	38%
-	-	-		-	11,036.12	15,865.00	70%	21,097.45	168,888.72	226,999.00	74%
-	-	-		-	-	-		-	14,958.34	18,965.00	79%
-	-	-		-	6,689.18	-		335.00	11,345.00	12,680.00	89%
-	-	-		-	-	-		14,532.46	102,072.67	118,521.00	86%
-	-	-		-	-	-		-	-	-	
-	-	-		-	-	-		-	13,240.94	24,784.00	53%
-	-	-		-	1,804.25	2,300.00	78%	10,901.66	125,995.75	143,436.00	88%
-	-	-		-	-	-		439.96	7,768.27	5,016.00	155%
-	-	-		-	-	-		-	-	-	
-	-	-		-	-	-		-	-	-	
-	-	-		-	31,922.43	36,105.00	88%	26,410.95	244,729.36	333,325.00	73%
-	-	-		-	-	-		176,347.73	1,371,040.91	1,813,305.00	76%
-	-	-		7,359.00	25,291.57	48,895.00	52%	33,629.65	290,978.12	368,728.00	79%
-	-	-		-	-	-		-	-	-	
-	-	-		-	-	-		-	-	-	
-	-	-		-	-	-		-	-	-	
-	-	-		-	-	-		-	-	-	
-	-	-		-	-	-		-	-	-	
-	-	-		7,359.00	25,291.57	48,895.00	52%	33,629.65	290,978.12	368,728.00	79%
-	-	-		-	-	-		-	535,819.44	-	
-	-	-		-	-	-		-	-	-	
-	-	-		-	-	-		-	535,819.44	-	
\$ -	\$ -	\$ -	%	\$ 7,359.00	\$ 25,291.57	\$ 48,895.00	52%	\$ 33,629.65	\$ 826,797.56	\$ 368,728.00	224%

St. Peter's Academy with MSID Number 5002
Indian River County, Florida
Balance Sheet (Unaudited)
Quarterly Financial 03/31/2015

ASSETS	Accounts	General Fund	Special Revenue Fund	Debt Service	Capital Outlay	Total Governmental Funds
Cash and cash equivalents	1110	\$ 98,338.49	\$ 24,549.37	\$ -	15,321.23	\$ 138,209.09
Investments	1160					-
Grant receivables	1130					-
Other current assets	12XX	41,363.52			3,744.00	45,107.52
Deposits	1210					-
Due from other funds	1140					-
Other long-term assets	1400					-
Total Assets		<u>\$ 139,702.01</u>	<u>\$ 24,549.37</u>	<u>\$ -</u>	<u>\$ 19,065.23</u>	<u>\$ 183,316.61</u>
LIABILITIES AND FUND BALANCE						
Liabilities						
Accounts payable	2120	\$ 6,973.51	\$ -	\$ -		\$ 6,973.51
Salaries, benefits, and payroll taxes payable	2110, 2170, 2330	9,420.51				9,420.51
Deferred revenue	2410					-
Notes/bonds payable	2180, 2250, 2310, 2320					-
Lease payable	2315					-
Other liabilities	21XX, 22XX, 23XX					-
Total Liabilities		<u>16,394.02</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>16,394.02</u>
Fund Balance						
Nonspendable	2710					-
Restricted	2720					-
Committed	2730					-
Assigned	2740					-
Unassigned	2750	123,307.99	24,549.37		19,065.23	166,922.59
Total Fund Balance		<u>123,307.99</u>	<u>24,549.37</u>	<u>-</u>	<u>19,065.23</u>	<u>166,922.59</u>
TOTAL LIABILITIES AND FUND BALANCE		<u>\$ 139,702.01</u>	<u>\$ 24,549.37</u>	<u>\$ -</u>	<u>\$ 19,065.23</u>	<u>\$ 183,316.61</u>



Page 25 of 31
 Andrew Jefferson, President 4/20/15

St. Peter's Academy with MSID Number 5002
 Indian River County, Florida
 Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)
 For Quarter Ended and For the Year Ending March 31, 2015

FTE Projected
 FTE Actual

		0% Percent of Projected							
		General Fund				Special Revenue			
Account Number	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	
Revenues									
FEDERAL SOURCES									
Federal direct	3100	\$ -	\$ -	\$ -	%	\$ 21,101.90	\$ 47,747.79	\$ 72,000.00	66%
Federal through state and local	3200					30,981.72	77,334.11	102,500.00	75%
Grants for equipment program	3260					4,177.56	4,177.56		
STATE SOURCES									
FEFP	3310	203,291.47	673,446.51	825,000.00	82%				
Florida Lead Teacher	3334		1,699.07						
Capital outlay	3397								
Class size reduction	3355								
School recognition	3361	12,129.00	12,129.00						
Other state revenue VPK	3370	25,034.24	37,800.52	67,000.00	56%				
LOCAL SOURCES									
Local capital improvement tax	3413							1,600.00	0%
Other local revenue	3490	1,957.20	5,821.85	35,000.00	17%				
Total Revenues		242,411.91	730,896.95	927,000.00	79%	56,261.18	129,259.46	176,100.00	73%
Expenditures									
Current Expenditures									
Instruction	5000	138,186.30	413,121.73	563,437.00	73%	24,921.16	53,170.75	78,900.00	67%
Instructional support services	6000								
Board	7100								
School administration	7300	45,195.79	136,143.10	174,228.00	78%				
Facilities and acquisition	7400								
Fiscal services	7500	1,325.00	9,575.00	10,000.00	96%				
Food services	7600								
Central services	7700					23,109.22	65,398.34	88,468.00	74%
Pupil transportation services	7800	17,665.91	41,949.85	42,697.00	98%				
Operation of plant	7900	31,170.78	93,794.84	104,900.00	89%				
Maintenance of plant	8100								
Administrative technology services	8200								
Community services	9100								
Debt service	9200								
Total Expenditures		233,543.78	694,584.52	895,262.00	78%	48,030.38	118,569.09	167,368.00	71%
Excess (Deficiency) of Revenues Over Expenditures		8,868.13	36,312.43	31,738.00	114%	8,230.80	10,690.37	8,732.00	122%
Other Financing Sources (Uses)									
Proceeds from Loans	3600	(9,032.78)	(21,731.41)						
Transfers in	3600								
Transfers out	9700								
Total Other Financing Sources (Uses)		(9,032.78)	(21,731.41)						
Net Change in Fund Balances		(164.65)	14,581.02	31,738.00	46%	8,230.80	10,690.37	8,732.00	122%
Fund balances, beginning		123,472.64	108,726.97	229,038.95	47%	16,318.57	13,859.00	8,232.00	168%
Adjustments to beginning fund balance									
Fund Balances, Beginning as Restated		123,472.64	108,726.97	229,038.95	47%	16,318.57	13,859.00	8,232.00	168%
Fund Balances, Ending		\$ 123,307.99	\$ 123,307.99	\$ 260,776.95	47%	\$ 24,549.37	\$ 24,549.37	\$ 16,964.00	145%

Debt Service				Capital Outlay				Total Governmental Funds			
Month/ Quarter			% of YTD	Month/ Quarter			% of YTD	Month/ Quarter			% of YTD
Actual	YTD Actual	Annual Budget	Actual to Annual Budget	Actual	YTD Actual	Annual Budget	Actual to Annual Budget	Actual	YTD Actual	Annual Budget	Actual to Annual Budget
\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%	\$ 21,101.90	\$ 47,747.79	\$ 72,000.00	66%
								30,981.72	77,334.11	102,500.00	75%
								4,177.56	4,177.56		
								203,291.47	673,446.51	825,000.00	82%
				11,232.00	32,685.00	50,500.00	65%	-	1,699.07		
								11,232.00	32,685.00	50,500.00	65%
								-	-	-	
								12,129.00	12,129.00	-	
								25,034.24	37,800.52	67,000.00	56%
								-	-	-	
								1,957.20	5,821.85	36,600.00	16%
				11,232.00	32,685.00	50,500.00	65%	309,905.09	892,841.41	1,153,600.00	77%
								163,107.46	466,292.48	642,337.00	73%
								-	-	-	
								45,195.79	136,143.10	174,228.00	78%
								-	-	-	
								1,325.00	9,575.00	10,000.00	96%
								23,109.22	65,398.34	88,468.00	74%
								-	-	-	
								17,665.91	41,949.85	42,697.00	98%
								31,170.78	93,794.84	104,900.00	89%
								-	-	-	
								-	-	-	
				4,395.42	13,619.77	44,000.00	31%	4,395.42	13,619.77	44,000.00	31%
				4,395.42	13,619.77	44,000.00	31%	285,969.58	826,773.38	1,106,630.00	75%
				6,836.58	19,065.23	6,500.00	293%	23,935.51	66,068.03	46,970.00	141%
								(9,032.78)	(21,731.41)		
								-	-	-	
								-	-	-	
								-	-	-	
				6,836.58	19,065.23	6,500.00	293%	14,902.73	44,336.62	46,970.00	94%
				12,228.65	-	-		152,019.86	122,585.97	237,270.95	52%
								-	-	-	
				12,228.65	-	-		152,019.86	122,585.97	237,270.95	52%
\$ -	\$ -	\$ -	%	\$ 19,065.23	\$ 19,065.23	\$ 6,500.00	293%	\$ 166,922.59	\$ 166,922.59	\$ 284,240.95	59%

SEBASTIAN CHARTER JUNIOR HIGH, INC.

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

March 31, 2015



KMETZ NUTTALL ELWELL GRAHAM, PLLC
Certified Public Accountants

Independent Accountants' Compilation Report

To the Board of Directors
Sebastian Charter Junior High, Inc.
Sebastian, Florida

We have compiled the accompanying balance sheet of Sebastian Charter Junior High, Inc. as of March 31, 2015, and the related statement of revenue, expenditures, and changes in fund balance for the quarter and the period then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the School's financial position and results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

A handwritten signature in cursive script that reads "Kmetz, Nuttall, Elwell, Graham".

Kmetz, Nuttall, Elwell, Graham, PLLC
Certified Public Accountants

April 20, 2015

2800 Ocean Drive • Vero Beach, Florida 32963 T: 772.231.6902 F: 772.231.4099

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Michael L. Kmetz, CPA, PFS • Scott A. Nuttall, CPA, CFP • Brian J. Elwell, CPA • Patrick K. Graham, CPA, MA • A.J. (Reese) Brackins, CPA
Teresa M. LaSota, CPA • David P. Reisinger, CPA • James E. McGuigan, Jr., CPA

(Sebastian Charter Junior High, Inc.) with MSID Number (5005)
Indian River County, Florida
Balance Sheet (Unaudited)
March 31, 2015

ASSETS	Accounts	General Fund	Special Revenue Fund	Debt Service	Capital Outlay	Total Governmental Funds
Cash and cash equivalents	1110	\$ 125,507.45	\$ -	\$ -	\$ 61,330.10	\$ 186,837.55
Investments	1160					-
Grant receivables	1130					-
Other current assets	12XX					-
Deposits	1210					-
Due from other funds	1140	185,886.87				185,886.87
Other long-term assets	1400					-
Total Assets		\$ 311,394.32	\$ -	\$ -	\$ 61,330.10	\$ 372,724.42
LIABILITIES AND FUND BALANCE						
Liabilities						
Accounts payable	2120	\$ 3,834.16	\$ -	\$ -	\$ -	\$ 3,834.16
Salaries, benefits, and payroll taxes payable	2110, 2170, 2330	(455.93)				(455.93)
Deferred revenue	2410					-
Notes/bonds payable	2180, 2250, 2310, 2320					-
Lease payable	2315					-
Other liabilities	21XX, 22XX, 23XX	-		-	185,886.87	185,886.87
Total Liabilities		3,378.23	-	-	185,886.87	189,265.10
Fund Balance						
Nonspendable	2710					-
Restricted	2720			-	(124,556.77)	(124,556.77)
Committed	2730					-
Assigned	2740					-
Unassigned	2750	308,016.09			-	308,016.09
Total Fund Balance		308,016.09	-	-	(124,556.77)	183,459.32
TOTAL LIABILITIES AND FUND BALANCE		\$ 311,394.32	\$ -	\$ -	\$ 61,330.10	\$ 372,724.42

See independent accountant's compilation report.

(Sebastian Charter Junior High, Inc.) with MSID Number 5005
Indian River County, Florida
Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)
For Quarter Ended March 31, 2015

	FTE Projected	73% Percent of Projected							
	FTE Actual								
	1608030								
	1,178,264.54								
		General Fund				Special Revenue			
Account Number	Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	
									Actual
Revenues									
FEDERAL SOURCES									
Federal direct	3100	\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%
Federal through state and local	3200	12655.02	18120.04	23500	77%				
STATE SOURCES									
FEFP	3310	430256.74	1,178,264.54	1608030	73%				
Capital outlay	3397								
Class size reduction	3355								
School recognition	3361								
Other state revenue	33XX								
LOCAL SOURCES									
Interest	3430								
Local capital improvement tax	3413								
Other local revenue	34XX	16,762.47	44,453.01	50,000.00	89%				
Total Revenues		459,674.23	1,240,837.59	1,681,530.00	74%				
Expenditures									
Current Expenditures									
Instruction	5000	213,194.86	637,098.40	898,530.69	71%				
Instructional support services	6000	-	792.00	3,327.75	24%				
Board	7100	(2,300.00)	2,156.28	2,545.00	85%				
School administration	7300	103,267.74	253,220.08	396,176.58	64%				
Facilities and acquisition	7400	-	-	100.00	0%				
Fiscal services	7500	1,760.73	16,298.29	18,776.00	87%				
Food services	7600								
Central services	7700								
Pupil transportation services	7800	23,884.11	23,615.11	60,000.00	39%				
Operation of plant	7900	27,680.76	80,982.76	106,597.25	76%				
Maintenance of plant	8100	1,909.39	14,295.76	10,900.00	131%				
Administrative technology services	8200								
Community services	9100								
Debt service	9200								
Total Expenditures		369,397.59	1,028,458.68	1,496,953.27	69%				
Excess (Deficiency) of Revenues Over Expenditures		90,276.64	212,378.91	184,576.73	115%				
Other Financing Sources (Uses)									
Transfers in	3600								
Loan proceeds	3700								
Transfers out	9700								
Total Other Financing Sources (Uses)		-	-	-					
Net Change in Fund Balances		90,276.64	212,378.91	184,576.73	115%				
Fund balances, beginning			95,637.18						
Adjustments to beginning fund balance									
Fund Balances, Beginning as Restated		-	95,637.18	-					
Fund Balances, Ending		\$ 90,276.64	\$ 308,016.09	\$ 184,576.73	167%	\$ -	\$ -	\$ -	%

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Citrus Elementary School Cafeteria Expansion

The finish painting is ongoing and the other finishes are being installed such as the stage floor, the ceiling tiles, and all of the electrical trimout. Interior doors arrived today and the kitchen equipment will arrive this week. The building is scheduled for completion and demolition of the existing cafeteria and kitchen will begin when school is out for summer. The entire project will be complete and ready for occupancy before school begins in August.



Administration Building

The wall panels have all been formed and the reinforcing steel is being installed and will be complete this week in preparation for pouring of the panels next week. The parking and drive areas have been stabilized and graded and will be finish graded and paved at the completion of the vertical construction. The project is still on schedule and will be ready for occupancy in November of 2015.



Treasure Coast Elementary Parking

Bids were received and came in under the budget. The contract is being assembled and will be taken to the Board for approval and execution at the May 26th Board meeting. Construction will begin in June once school is out and will be complete before school begins in August.

Sebastian River High School Bus Compound

Bids were received and came in under the budget. The contract is being assembled and will be taken to the Board for approval and execution at the May 26th Board meeting. Construction will begin in June once school is out and will be complete before school begins in August.

Vero Beach High School Freshman Learning Center Chiller Replacement

No change. Equipment is still on order.

Beachland Drainage Improvements

Bids were received and came in under the budget. The contract is being assembled and will be taken to the Board for approval and execution at the May 26th Board meeting. Construction will begin in June once school is out and will be complete before school begins in August.

Districtwide Roofing Projects

No change. The roofs are still being designed.

Districtwide Security

Bids were received for the Gifford Middle Single Point of Entry project and came in under the budget. The contract is being assembled and will be taken to the Board for approval and execution at the May 26th Board meeting. Construction will begin in June once school is out and will be complete before school begins in August.

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