

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

**Date: June 9, 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
- III. ADOPTION OF ORDERS OF THE DAY
- IV. PRESENTATIONS
  - A. Recognition of The Learning Alliance – Dr. Adams**  
(Moved to June 23 business meeting.)
  - B. Recognition of Principal Certification – Dr. Adams**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
  - A. Approval of Minutes**
    - 1. Discussion Session with Charter Schools held 5/12/2015.
    - 2. Discussion Session held 5/12/2015.
    - 3. Business Meeting held 5/12/2015.
    - 4. Business Meeting held 5/26/2015.Superintendent recommends approval.
  - B. Approval of Personnel Recommendations – Mr. Fritz**  
Attached is a list of personnel recommendations that includes personnel additions, terminations, reappointments of Professional Support Staff for 2015-2016 and/or changes. Superintendent recommends approval.

**C. Approval of Utility Easement to Florida Power and Light for the New Administration Complex Project – Mr. Morrison**

Approval is recommended for the attached assignment of a Utility Easement for service granted to Florida Power & Light, located on the New Administration Complex property as per attached Sketch and Description of Easement. This easement is necessary for the construction, operation, and maintenance of overhead, and underground electric utility facilities (including wire, poles, guys, cables, conduits, and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove of such facilities or any of them within an easement 10 feet in width as described in Exhibit "A". Superintendent recommends approval.

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

Sebastian River High School received a donation in the amount of \$2,600 from the Fellsmere Frog Leg Festival. \$1,500 of the funds will be used for travel, awards, and student recognition for the Future Business Leaders of America. \$1,100 of the funds will be utilized for travel awards, student recognition, supplies, and equipment for the boys' and girls' Tennis Teams at Sebastian River High School. Superintendent recommends approval.

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

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

1. Amendment #2 – General Fund
2. Amendment #2 – Food Service

Superintendent recommends approval.

**F. Approval of 2015-2016 Transportation Service Agreement Renewals - Dr. Fritz**

Attached are the 2015-2016 Transportation Agreements with the Boys & Girls Clubs of Indian River (B&GCIRC), Gifford Youth Activity Center (GYAC), Environmental Learning Center (ELC), Dasie Bridgewater Hope Center, Inc. (DHC), Indian River County 4-H Association (IRC 4-H), and Homeless Family Center, Inc., (HFC). The agreements are to provide transportation for a one-year period from July 1, 2015, to June 30, 2016. Service will allow use of the District's Transportation Services from designated pick-up locations to sites in Indian River County for their respective, sponsored programs. No cost to the District. Superintendent recommends approval.

**G. Approval of Contract Renewals for Childcare Providers for 2015-16 – Mr. Rynberg**

The contracts outline the respective responsibilities of the School District and local childcare providers to continue services to children of teen parents participating in the District's Teen Parent Program. There are approximately 20 families that participate in the program. In accordance with Florida Statute 1003.54, School Districts are required to provide childcare services to the children of teen parents participating in this dropout prevention program. Indian River County utilizes several local centers for this purpose.



Currently under this proposal are the following childcare providers: First Impressions Daycare and Preschool, Tiny Treasures/Learning Nest, RCMA/Whispering Pine, Ross Small World Childcare, The Tot Spot, TLC of Sebastian, and Williams Childcare. Cost to the District is partially offset by the FTE earned by the program. The childcare fees have remained the same as last year. Superintendent recommends approval.

**H. Approval of Student Leaving Indian River County School to Attend School in Saint Lucie County for 2015-16 – Mr. Rynberg**

This is a request to attend school in St. Lucie County for the 2015-2016 school year. Parent teaches in St. Lucie County and is requesting that their child attend the school where they are employed. Superintendent recommends approval.

**I. Approval of Out-of-County Student Admission to Indian River County from Saint Lucie County for 2015-16 – Mr. Rynberg**

This is a request to attend school in Indian River County from St. Lucie County for the 2015-2016 school year. Superintendent recommends approval.

**J. Approval of Service Agreement Renewal with State of Florida, Department of Health, for 2015-16 – Mr. Rynberg**

The State of Florida, Department of Health service agreement will furnish services in accordance to the terms and conditions outlined in the agreement. The Health Department will support our District by writing Individualized Healthcare plans, provide child-specific training for staff, attend 504/IEP meetings as needed, provide counseling services, and assist with screening and health services, at no cost to the District. Superintendent recommends approval.

**VII. ACTION AGENDA**

**A. Approval to Piggyback Indian River County Bid #2012017 and to Issue a Purchase Order to Precision Contracting Services (PCS) for the Installation of a Fiber Optic Segment between 66<sup>th</sup> Avenue and the New County Office Administration Building – Mr. Green**

Pursuant to School Board Policy 6320, the Superintendent's authority is limited to purchase commodities and/or contractual services where the total amount does not exceed \$50,000 and does not exceed the applicable appropriation in the District budget. This request is to grant the authority for the Superintendent to issue a purchase order to PCS in the amount of \$75,934.50. Precision Contracting Services will provide the engineering design, installation and the testing of a new fiber optic segment for the District. This segment will connect to existing Indian River County Traffic Department fiber at the corner of 66<sup>th</sup> Avenue and 49<sup>th</sup> Street and extend it north to 57<sup>th</sup> Street and then East on 57<sup>th</sup> Street to the new County Office Administration Building. The County Office building will be the hub of all District network (computer and phone) traffic and this segment will create an additional path for network data. This path increases system redundancy and decreases the likelihood of a system outage affecting multiple sites.

It also allows us to plan for future growth and redundancy when the Traffic Department eventually installs a fiber segment north from 57<sup>th</sup> Street to 81<sup>st</sup> Street. This order is as per the specifications, terms and conditions Indian River County Bid #2012017. Term of contract is January 1, 2015 through December 31, 2015. This purchase will be funded by the 0.6 voter approved millage. Please see attached Agreement Form for Contracted Services. Superintendent recommends approval.

**B. Approval to Piggyback the School Board of Miami-Dade County, Florida RFI #0001-PP04 to Issue a Purchase Order to United Data Technologies, Inc., for the Purchase of Mobile Carts containing Tablet PCs for Elementary Schools - Mr. Green**

Pursuant to School Board Policy 6320, the Superintendent's authority is limited to purchase commodities and/or contractual services where the total amount does not exceed \$50,000 and does not exceed the applicable appropriation in the District budget. This request is to grant the authority for the Superintendent to issue a purchase order to United Data Technologies, Inc. (UDT) in the amount of \$215,820.80 for the purchase of thirteen (13) mobile carts with tablet PCs. The majority of the elementary curriculum is now digital and the number of online assessments required by the state has increased at the elementary level. This purchase will equip each of our elementary schools with an instructional mobile cart containing tablet PCs for student use. It will also increase access for students to digital curriculum as well as increase district capacity for online testing as outlined in the goals of our Digital Classroom Plan. The price includes all equipment, installation, configuration, and testing. This purchase will be funded by the 0.6 voter approved millage. The pricing references the School Board of Miami-Dade County, Florida RFI #0001-PP04 Mobile Computing Devices and Services. This RFI expires April 9, 2017. Please see attached backup. Superintendent recommends approval.

**C. Approval to Purchase Microsoft Volume Licenses from Software House International – Mr. Green**

Software House International (SHI) provides the District with licensing for the latest Microsoft operating systems and software applications. These licenses include, but are not limited to; Windows Server, Microsoft Office, Microsoft Office 365, Microsoft SharePoint, and Microsoft SQL Server. This is year two of a three year price-lock agreement as stated on page 2 of the attached quote; and covers the period beginning on 07/01/2015 and ending on 6/30/2016. Also attached is the Microsoft Volume Licensing Agreement signed in 2014. The cost impact is \$181,082.34. Superintendent recommends approval.

**D. Approval to Renew Cisco SmartNet Maintenance and Support through Presidio Networked Solutions – Mr. Green**

Through the Cisco SmartNet suite of applications, Presidio provides the District with support and maintenance of our phone system and core network switches. Attached is the quote for the renewal of the yearly maintenance and support beginning 07/01/2015 and ending on 6/30/2016. Also attached is the breakdown of all items covered. The cost impact is \$187,774.94. Superintendent recommends approval.

**E. Approval to Piggyback the School District of Palm Beach County Bid #15C-34D and to Issue Purchase Orders to Frozen Treats for the Purchase of 100% Fruit Juice - Mr. Morrison**

Pursuant to School Board Policy 6320, the Superintendent's authority is limited to purchase commodities and/or contractual services where the total amount does not exceed \$50,000 and does not exceed the applicable appropriation in the District budget. This request is to grant the authority for the Superintendent to issue a blanket purchase order for each school to Frozen Treats for the delivery of 100% fruit juice. The estimated annual expense for the 2015-2016 school year is \$220,000. These orders will be as per the specifications, terms, and conditions of the School District of Palm Beach County Bid #15C-34D. This contract was awarded to M & B Products, Inc., and the authorized distributor is Frozen Treats. The contract period is June 16, 2015, through June 15, 2016. Please see attached backup. Superintendent recommends approval.

**F. Approval to Issue Purchase Orders to US Foods, Inc., for the Purchase of Food and Supplies for All Schools - Mr. Morrison**

Pursuant to School Board Policy 6320, the Superintendent's authority is limited to purchase commodities and/or contractual services where the total amount does not exceed \$50,000 and does not exceed the applicable appropriation in the District Budget. The P.O.W.E.R Buying Group is a co-op consisting of thirty-three Districts in Florida. This request is to grant the authority for the Superintendent to issue blanket purchase orders to the distributor, US Foods Inc., for each individual school. The estimated expenditure for FY 2015-2016 is \$2,400,000. There is an annual fee of \$4,500 which has been discounted \$500.00 due to our District's representation in the power buying groups executive committee. Items ordered from this contract include all main line food, USDA brown box and processed commodities, disposables, bread, small wares, and cleaning products. These orders will be as per the specifications, terms, and conditions of the P.O.W.E.R Buy Group 2015 -2016 Letter of Agreement. Term of contract is July 1, 2015 through June 30, 2016. Please see attached backup and contract. Superintendent recommends approval

**G. Approval to Piggyback the United States Department of Defense Logistics Agency Contract #SPE30014DP262 and to Place Orders to Robert Erneston Produce, Inc., for the Purchase of Fresh Fruits and Vegetables District Wide - Mr. Morrison**

Pursuant to School Board Policy 6320, the Superintendent's authority is limited to purchase commodities and/or contractual services where the total amount does not exceed \$50,000 and does not exceed the applicable appropriation in the District budget. This request is to grant the authority for the Superintendent to issue P-Card orders for each school to Robert Erneston Produce, Inc., for the delivery of fresh fruit and vegetables. The estimated annual expense for the 2015-2016 school year is \$675,000. Pricing references the United States Department of Defense Logistics Agency Contract #SPE30014S262 for South Florida Schools. This contract was awarded to The Produce Connection and the authorized distributor is Robert Erneston Produce, Inc. The contract period is September 7, 2014, through March 6, 2019. Please see attached backup. Superintendent recommends approval.

**H. Approval of Construction Management at Risk Contract with Proctor Construction Company for the New Classroom Building at Citrus Elementary School (SDIRC #2015-19) – Mr. Morrison**

Approval is recommended for the Construction Management at Risk (CMAR) Contract between the School Board of Indian River County and Proctor Construction Company for the New Classroom Building Project at Citrus Elementary School (SDIRC #2015-19). This project will consist of the construction of a new classroom building. The design phase fee in the amount of \$150,000.00 and the overhead and profit fee of 4.5% were negotiated between the Contractor and the District on May 15, 2015. Upon Board approval of this contract, the Contractor and the District will begin to establish and negotiate a Guaranteed Maximum Price (GMP) for the project. The final GMP will be submitted for approval at a future Board Meeting. Superintendent recommends approval.

**I. Approval of Memorandum of Understanding with the Communication Workers of America – Dr. Fritz**

On May 12, 2015, the School Board adopted the amended health insurance rates and structures. The adoption included a contingency making the rates subject to negotiations with bargaining units. The District Negotiations Team has negotiated in good faith with CWA 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 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 CWA ratification.

**J. Approval of Statewide Summer Voluntary Prekindergarten Provider Contract with Early Learning Coalition – Mr. Rynberg**

This statewide contract outlines the agreement between the School District and the Early Learning Coalition of Indian River, Martin, and Okeechobee Counties, Inc. This standard State contract is effective **for the summer 2015** ~~(June 9~~ and continues through the 2015-2016 school year. The School District of Indian River County will deliver Voluntary Prekindergarten services to age eligible children at two school sites, Osceola Magnet School and Sebastian Elementary. The number of classrooms and teachers needed are contingent upon student enrollment meeting the required one teacher to twelve students maximum ratio. Superintendent recommends approval.

Added on 6/5/2015:

**K. Approval of Design and Construction of Site Work and Utilities for Phase III of the Citrus Expansion Project, Utilizing Savings from Phase II Contingency – Mr. Morrison**

The Citrus Expansion Project Phase III Classroom Wing, is scheduled to begin in the fall of 2015, when fiscal year 2015/16 funding becomes available. The Citrus Expansion Phase II Cafetorium is on schedule to be completed in August 2015, with a balance of \$266,776.40 currently remaining on the contract. This agenda item is to request authorization for the Superintendent to issue a change order to Proctor Construction for approximately \$200,000 to construct the underground utilities and prepare the building pad for Phase III, using a portion of the contingency funds remaining on the Phase II contract. It is anticipated that the District would experience an overall savings on the Phase III aspect of the project, due to working on an unoccupied campus during the summer of 2015, instead of performing the work on an occupied campus during the fall of 2015. In addition, as Phase II was awarded as a hard bid, general conditions are not required to be paid if the site work were to be performed on the Phase II contract instead of waiting to begin the site work on the Phase III contract where general conditions for that period of time would be assessed. Superintendent recommends approval.

VIII. SUPERINTENDENT'S REPORT

IX. DISCUSSION

No discussion items

X. SCHOOL BOARD MEMBER MATTERS – Chairman McCain

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT’S CLOSING

XIII. ADJOURNMENT – Chairman McCain

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

Anyone who needs a special accommodation may contact the School District’s American Disabilities Act Coordinator at 564-3175 (TTY 564-8507) at least 48-hours in advance of the meeting. NOTE: Changes and amendments to the agenda can occur 72-hours prior to the meeting. All business meetings will be held in the Teacher Education Center (TEC) located in the J.A. Thompson Administrative Center at 1990 25<sup>th</sup> Street, Vero Beach, FL 32960, unless otherwise specified. Meetings may broadcast live on Comcast/Xfinity Ch. 28, AT&T Uverse Ch. 99, and the School District’s website stream; and may be replayed on Tuesdays and Thursdays at the time of the original meeting. For a schedule, please visit the District’s website at [www.indianriverschools.org/iretv](http://www.indianriverschools.org/iretv). The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

The District School Board of Indian River County met on May 12, 2015, at 9:00 a.m. The discussion was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 1990 25<sup>th</sup> Street, Vero Beach, Florida 32960. District School Board Members attending were: Chairman Matthew McCain, Vice Chairman Charles G. Searcy, and Board Members: Claudia Jiménez, Dale Simchick, and Shawn R. Frost. Dr. Frances J. Adams, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, and Mark J. Rendell, Ed.D. (Superintendent elect) were also present.

### **Charter School Discussion Minutes**

- I. Discussion was called to order by Chairman McCain  
Chairman McCain explained that in order to hear all of the presentations, each charter school would be given 15-minutes to speak, including the District’s presentation. At the end of the presentations, there would be dialog with the charter schools.
  
- II. PRESENTATIONS AND INFORMATION EXCHANGE BY CHARTER SCHOOLS – Chairman McCain  
Mr. Waddell, Chairman of the Indian River Charter High School, spoke on behalf of all of the charter schools. His presentation included information on sponsor duties, enrollment, funding, and liaison charter advocate (District representative’s position). The presentation was made utilizing a PowerPoint, with hard copies.

The following charter schools made presentations utilizing a PowerPoint, with hard copies provided to the Board.

**A. Indian River Charter High School**

1. School presentation and general information exchange
2. Five-year Capital Outlay Plan presented to the Board
3. Disclosure of State funding for Capital Outlay received previously
4. Agenda item additions, if requested by Charter School (not requested)
5. Compliance measures to conform to non-drug testing for the purpose of school admittance.

**B. Sebastian Charter Junior High School**

1. School presentation and general information exchange
2. Five-year Capital Outlay Plan presented to the Board
3. Disclosure of State funding for Capital Outlay received previously
4. Agenda item additions, if requested by Charter School (not requested)

**C. Imagine South Charter School**

1. School presentation and general information exchange
2. Five-year Capital Outlay Plan presented to the Board
3. Disclosure of State funding for Capital Outlay received previously
4. Agenda item additions, if requested by Charter School (not requested)

**D. North County Elementary Charter School**

1. School presentation and general information exchange
2. Five-year Capital Outlay Plan presented to the Board
3. Disclosure of State funding for Capital Outlay received previously
4. Agenda item additions, if requested by Charter School (not requested)

**E. St. Peter's Academy Charter School**

1. School presentation and general information exchange
2. Five-year Capital Outlay Plan presented to the Board
3. Disclosure of State funding for Capital Outlay received previously
4. Agenda item additions, if requested by Charter School (not requested)

III. SUPERINTENDENT AND STAFF PRESENTATION – Dr. Adams

**A. District's Budget and Five-year Capital Outlay Plan**

A brief presentation was made utilizing a PowerPoint. Mr. Morrison presented an overview of the .6 mills, critical needs, special millage. A short video clip of the funds and what the funds were used for was presented.

Chairman McCain asked if the Board wanted to continue the discussion session past the preset allotted ending time of 11:00 a.m. It was stated by a Board Member that once they knew what the District budget was going to look like, the Board could schedule another discussion session. It was also stated that a lot of information was presented that the Board needed to take into consideration. It was stated that time was needed to discuss, not only funding but about mending bridges. Chairman McCain stated that another discussion session would provide time for dialog, without being rushed. Mr. Waddell stated that sooner would be better, rather than later. Chairman McCain stated that decisions would be budget driven. Dr. Adams stated that the District had a good relationship with the charter schools and that she honored the work that the charter schools were doing. She said that open dialog was good. Dr. Adams said that she supported letting the public know that there were choices for students.

Note: Chairman McCain left at 11:14 a.m., in order to attend another appointment.

**B. Presentation on Surrounding Counties Policies for Capital Outlay Funding to Charter Schools**  
(Due to the time, this topic was not presented.)

IV. PRESENTATION BY SCHOOL BOARD ATTORNEY – Mrs. D'Agresta

**A. State Statutes Governing Capital Outlay Funding Provided to Charter Schools and Legal Issues Regarding District Funding**  
(Due to the time, this topic was not presented.)

IV. BOARD QUESTIONS AND ANSWERS WITH DISCUSSION – Chairman McCain

Due to the time, the Board agreed to schedule another discussion session with the charter schools, after the budget figures were available.

V. ADJOURNMENT – Vice Chairman Searcy

Mr. Searcy, Vice Chairman, standing in for Chairman McCain, formally introduced Dr. Rendell, who would start his position on June 1, 2015, as a Consultant to the Superintendent and take the position, officially, as Superintendent starting July 1, 2015.

With no further business, the discussion adjourned at approximately 11:15 a.m.



The District School Board of Indian River County met on May 12, 2015, at 1:00 p.m. The discussion was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 1990 25<sup>th</sup> Street, Vero Beach, Florida 32960. District School Board Members attending were: Chairman Matthew McCain, Vice Chairman Charles G. Searcy, and Board Members: Dale Simchick and Shawn R. Frost. Dr. Frances J. Adams, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney; and Mark J. Rendell, Ed.D. (Superintendent elect) were also present. Claudia Jiménez, Board Member, was not present.

### Discussion Session Minutes

- I. Discussion was called to order by Chairman McCain.
- II. ITEMS PLACED ON AGENDA BY BOARD MEMBERS – Chairman McCain
  - A. **Chairman McCain**

No items.
  - B. **Charles Searcy**
    1. Implementing Driver's Education at Both High Schools

It was stated that this was a funding issue. It was reported that the County projected approximately \$75,000 in funding for driver's education as a scholarship. Dr. Adams stated that when the District talked about it the last time, the cost to the District for reinstating driver's education was estimated to be \$250,000 for each high school. Dr. Adams said that they would follow up on the issue of a privatized, scholarship-based program. She said that right now many students take advantage of the written, online course, with course credit hours. Dr. Rendell stated that both of the Districts that he was familiar with provided information to students, but in both Districts it was done by a third-party provider. He said that the Districts provided the facilities. It was suggested by a Board Member that the District find out if they could work something out with Saint Edward's Private High School.
    2. Hire Internal Auditor to Report Directly to School Board Members

Board Member said that he would feel a lot more comfortable with an internal auditor who would report directly to the School Board. Board Members requested more information on the cost of hiring an auditor and the actual job description/duties. They asked Mrs. D'Agresta to forward a sample job description and salary range from Osceola.

3. Legislative Platform

Chairman McCain noted that in the past, the Legislative Liaison (Board Member) would prepare a list and present it to the Board for discussion and vote. It was suggested that a good starting point would be to look at last year's platform.

Board Members discussed the Board's legislative memberships. Board Members decided to bring up the topic at the next Discussion Session. More information was needed in order to decide whether or not to continue membership with the Florida School Boards Association and to find out what information was provided by the Florida Association of District Superintendents that may be a duplication of information. They also wanted to know if they could attend the FSBA events without becoming a member. Dr. Adams said that the professional development piece was very important.

**C. Claudia Jiménez**

(Ms. Jimenez was not present.)

1. Living Wage Analysis
2. Local Assessment Schedule for Elementary Schools, Update
3. Dual Enrollment and Virtual School Completion Rates/Cost Implications
4. Suspension Rates vs. Referral Rates

**D. Shawn Frost**

1. Florida School Boards Association Membership  
(Discussed under Legislative Platform.)

**E. Dale Simchick**

1. New Grading System

Board Member requested to see real comparison, with real data, and with more sampling, in order to give students the best edge. Mr. Green explained that the E-Semler software was not presently capable of producing the sampling requested. Mr. Rynberg stated that the committee that consisted of 22 teachers and administrators reviewed the system and supported the changes. Dr. Adams said that the changes were not mandatory. She said that the Board could vote the changes up or down.

2. Establish a System of Tracking Requested Information

Mr. Frost volunteered to track requested information from the School Board. Board Member recommended that the requested information be funneled through the Superintendent, with an estimate of how much staff time would be required.

3. Retro-active Pay for Non-bargaining Staff

Board Members discussed the issue.

III. BOARD COMMITTEE REPORTS – Chairman McCain  
Reported would be given at the business meeting.

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

**A. Naming of the Vero Beach High School Performing Arts Auditorium after James Sammons**

After discussing the request, Dr. Adams said that she would bring it forward to the next business meeting.

**B. Restorative Justice Update**

Dr. Lillian Torrez-Martinez gave an update on the Restorative Justice Program. Two middle schools (Oslo and Gifford) were currently piloting the program. Utilizing the Code of Student Conduct, with the tiers of support, the program was successful. Dr. Torrez-Martinez planned to expand the program to other schools in the District.

V. ADJOURNMENT – Chairman McCain

With no further discussion, the session adjourned at approximately 3:15 p.m.

The District School Board of Indian River County met on May 12, 2015, at 6:00 p.m. The business meeting was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 1990 25<sup>th</sup> Street, Vero Beach, Florida 32960. District School Board Members attending were: Chairman Matthew McCain, Vice Chairman Charles G. Searcy, and Board Members: Claudia Jiménez, Dale Simchick, and Shawn R. Frost. Dr. Frances J. Adams, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

### Meeting Minutes

- I. Meeting was called to order by Chairman McCain  
Moment of silence was called by Chairman McCain for the passing of Paige Newinski, a Teacher at Liberty Magnet School.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS was presented by Vero Beach High School's Air Force Junior ROTC Detachment 043, under the Guiding Hands of Wade E. Dues, Chief Master Sergeant (ret) USAF, Aerospace Science Instructor.
- III. ADOPTION OF ORDERS OF THE DAY  
Chairman McCain called for a motion. Mr. Searcy moved approval of the Orders of the Day, moving Action K to be the first item on the Action Agenda and removing Discussion A from the Agenda. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.
- IV. PRESENTATIONS
  - A. **Governor's Shine Award – Dr. Adams**  
Recognition of Michael Coffey, Sebastian River Middle School Science Teacher, who received the Governor's Shine Award for his commitment and creative approach to teaching.
  - B. **Sebastian River High School State Discus Champion – Dr. Adams**  
Sebastian River High School's Students were recognized as the 3A Discus State Champion.
  - C. **Sebastian River High School Rowing State Championship – Dr. Adams**  
Sebastian River High School's State Rowing Championship.
  - D. **Vero Beach High School's Rowing Team Championship – Dr. Adams**  
Vero Beach High School's Students were recognized as the State Rowing Team Championship.
  - E. **Vero Beach High School Girls Lacrosse State Championship – Dr. Adams**  
Vero Beach High School Girls' Lacrosse Team was recognized as the State Champions.

V. CITIZEN INPUT

Tiffany Justice requested to speak on school funding.

Christine Marion requested to speak on National Food Allergy Awareness Week.

Kerri Wall requested to speak on attendance policy.

VI. CONSENT AGENDA

Chairman McCain called for a motion. Mr. Searcy moved approval of the Consent Agenda. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

**A. Approval of Minutes**

1. Goals Discussion held 4/28/2015
2. Superintendent Employment Agreement Discussion held 4/28/2015
3. Grading Calculations Workshop held 4/28/2015
4. Non-Bargaining Discussion Session held 4/28/2015
5. Business Meeting held 4/28/2015

Superintendent recommended approval.

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

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

**C. Approval for Contract Renewal with The School Board of Seminole County to provide Reimbursement Services for the “School Match” Medicaid Administrative Claiming Program for 2015-2016 – Mr. Rynberg**

The attached contract was a renewal contract for continuing services to provide Medicaid reimbursement services through the Administrative Claiming portion of the “Medicaid School Match” program. The School Board of Seminole County had been successfully participating as the lead billing agent for a consortium of 52 Florida Counties in the Administrative Claiming portion of this Medicaid program since October 2001. The Agreement shall commence on July 1, 2015, and conclude on June 30, 2016. Estimated cost: \$1,586.58. There was no increase in the cost from the previous year. Superintendent recommended approval.

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

Sebastian River High School received a donation in the amount of \$1,500 from the Walmart of Sebastian. The funds would be used for the Sebastian River High School Chorus Department. Superintendent recommended approval.

**E. Approval of Adult Education and Family Literacy Grant 2015-2016 — Mr. Rynberg**

This discretionary/continuation grant would provide the District with funds (\$161,885) that would enable us to continue as well as expand our efforts to provide quality literacy education to adults and to English language learners. The Technical Center for Career & Adult Education (TCCA) served 694 students who enrolled in GED/ABE/ESOL in 2014-15 by providing instruction and offering career pathways. TCCA collaborated with several agencies in an effort to better serve the citizens of

Indian River County. No cost to the School District. Superintendent recommended approval.

**F. Approval of the Extended Day Program Fee Schedule for 2015-16 - Mr. Rynberg**

The Extended Day Program offered before and after school care services to all families with children, grades kindergarten through fifth grade. Students must be able to participate in a 1:20 (staff/student) ratio. The Technical Center for Career and Adult Education collaborates with thirteen elementary schools and served approximately 1,050 students annually. The program added a one-day morning fee of \$5.00 per child to assist those parents that needed childcare only one morning each week or for an emergency. All other fees would remain the same from the previous year. The new Fee Schedule was attached for the 2015-2016 school year. Superintendent recommended approval.

**G. Approval of the Technical Center for Career & Adult Education Tuition and Fees for 2015-2016 — Mr. Rynberg**

According to the Workforce Development Fees Statute, Section 1009.22(3), Florida Statutes (F.S.), each School District must establish a fee schedule for students enrolled in Adult Education programs. The legislature established the fee schedule. Effective July 1, 2015, the 2015-2016 tuitions for Career Technical Programs were \$2.33 per contact hour (standard fee rate) for Florida residents and \$6.99 per contact hour for out-of-state students. Florida Statutes enabled the District to collect a separate fee for student financial aid, capital improvement fee, and technology fee for career technical programs. A block tuition rate of \$30 per term for adult general education and English for Language Learners (ELL) programs and Life Enrichment Courses were \$3 per contact hour. These tuition and fees remain the same as the previous year. Superintendent recommended approval.

**H. Approval of Technical Center for Career and Adult Education Calendar for 2015-2016 — Mr. Rynberg**

School Board Administrative Procedure 2450, required an annual approval of the Adult Education calendar by the Board. Attached was the 2015-2016 calendar for the Technical Center for Career and Adult Education. Superintendent recommended approval.

**I. Approval of Out-of-County Student Admission to Indian River County from Brevard County for 2015-2016 – Mr. Rynberg**

This was a request to attend school in Indian River County from Brevard County for the IB program at SRHS. Superintendent recommended approval.

**J. Approval of Budget Amendment – Mr. Morrison**

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

Amendment # 2 – Special Revenue – Other

Superintendent recommended approval.

Added on 5/8/2015:

**K. Approval of Out of State Travel Authorization for Sebastian River High School Rowing Team to Compete in National Competition in New Jersey– Dr. Adams**

Sebastian River High School’s Rowing Team had just qualified to compete in the National Rowing Championships in New Jersey on May 22 and 23, 2015. With travel time, the trip would cover 4 days. Risk Management placed the District’s insurance carrier on notice for this trip. Superintendent recommended approval.

Dr. Adams introduced the new Principal of Career and Technical Center, Christi Shields.

VII. ACTION AGENDA

**A. Public Hearing for Approval to Repeal Existing School Board Policy, #2520 and to Adopt New School Board Policy, #2520 Selection of Instructional Materials and Equipment – Dr. Adams**

On March 24, 2015, the District School Board voted to set a public hearing date for the repeal of existing policy and the adoption of a revised policy, #2520 Selection of Instructional Materials and Equipment. The purpose of the change was to comply with Florida Statute and present practice. The policy change process was followed in accordance with Florida Administrative Procedures Act, Statute Statutes, and School Board Policy. Attached was a copy of the current policy and the new policy. Superintendent recommended approval.

**Public Hearing**

Chairman McCain asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Adams said, “Yes.” Chairman McCain recessed the meeting to conduct the Public Hearing.

Chairman McCain announced that the Public Hearing was in session. He asked Dr. Adams if there were any written responses to be read. Dr. Adams said, “No.” The public was invited to address this issue.

Hearing no requests to speak, Chairman McCain announced that the Public Hearing was conducted pursuant to notice and that ample opportunity to address this issue was provided to all.

**Board meeting was reconvened.**

Chairman McCain called for a motion. Mr. Searcy moved approval of the repeal existing School Board Policy, #2520 and to adopt new School Board Policy, #2520 Selection of Instructional Materials and Equipment. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

**B. Public Hearing for Approval to Repeal Existing School Board Policy, #5500 and to Adopt New School Board Policy, #5500 Student Conduct: Code of Student Conduct, Student/Parent handbook – Dr. Adams**

On March 24, 2015, the District School Board voted to set a public hearing date for the repeal of existing School Board policy #5500 and the adoption of a new School Board policy, #5500 Code of Student Conduct, Student/Parent handbook. The purpose was to comply with School Board Policy 5500 Student Conduct under Chapter 120 F.S. Florida Statute, and present practice. The policy change process was followed in accordance with Florida Administrative Procedures Act, Statute Statutes, and School Board Policy. A copy of the current Code of Student Conduct that was being repealed was available on the District website. Attached was a copy of the new Code of Student Conduct to be adopted. Superintendent recommended approval.

**Public Hearing**

Chairman McCain asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Adams said, "Yes." Chairman McCain recessed the meeting to conduct the Public Hearing.

Chairman McCain announced that the Public Hearing was in session. He asked Dr. Adams if there were any written responses to be read. Dr. Adams said, "No." The public was invited to address this issue.

Hearing no requests to speak, Chairman McCain announced that the Public Hearing was conducted pursuant to notice and that ample opportunity to address this issue was provided to all.

**Board meeting was reconvened.**

Chairman McCain called for a motion. Mrs. Simchick moved to repeal existing School Board Policy, #5500 and to adopt New School Board Policy, #5500 Student Conduct: Code of Student Conduct, Student/Parent handbook. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

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

During the last few years, salary levels for part-time Adult Education teachers and part-time Extended Day Program staff have become uncompetitive. A salary analysis of like positions has been conducted and the attached recommendations were being made as a remedy. The recommended adjustments would become effective July 1, 2015, with publication of the 2015-16 salary schedule.



These positions were non-represented. They were being recommended at this time, so that recruitment and advertising for vacancies may commence. The programs that pay for the recommended salaries would be funded within the cost center's revenue stream. Superintendent recommended approval.

Chairman McCain called for a motion. Ms. Jiménez moved approval of the 2015-2016 change in Salary Schedule for part-time instructors/Extended Day Program part-time Staff. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

**D. Approval of the 21<sup>st</sup> Community Learning Center Grant 2015-2016 – Mr. Rynberg**

The School District of Indian River County (SDIRC) proposed implementation of a 21<sup>st</sup> CCLC Program at two, high-poverty elementary schools; Sebastian Elementary and Treasure Coast Elementary. The District requested \$316,008 in 21<sup>st</sup> CCLC Program funding to support the proposed project activities. Depending on the availability of funds, the Florida Department of Education would provide funding to eligible applicants for five (5) years. The District was previously awarded a five-year 21<sup>st</sup> CCLC grant in 2009-2010 for Glendale Elementary and Pelican Island Elementary Schools. The proposal was submitted in partnership with The Learning Alliance, Substance Council of Indian River, Indian River County Sheriff's Department, Riverside Children's Theater, and other community agencies. The purpose of the centers was to (1) provide opportunities for academic enrichment that would include supplemental instruction to support students in attaining increased skills in reading/language arts, mathematics, and science; and (2) offer students a broad array of supplemental services, programs, and personal enrichment activities that were designed to reinforce and compliment the regular academic program; and (3) provide adult family members of regular participating students extended opportunities for literacy and related educational and personal development. To accomplish these purposes, 21<sup>st</sup> CCLC would provide a range of high-quality, problem/project based, diverse services that support student learning and development. The 21<sup>st</sup> CCLC program would also provide opportunities for literacy and educational development to the adult family members of students served by 21<sup>st</sup> CCLC programs. The \$316,008 competitive grant would support School District efforts and strategies to improve outcomes related to student performance and the Moonshot Moment Goal to have 90% all students reading on grade-level by third grade. Superintendent recommended approval.

Chairman McCain called for a motion. Ms. Jiménez moved approval of the 21<sup>st</sup> Community Learning Center Grant for 2015-2016. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

**E. Public Hearing and Board Adoption of World Languages Instructional Materials – Mr. Rynberg**

Pursuant to the Public Hearing to hear parent comments, the recommended materials for the World Languages Adoption were made available to the public for at least twenty (20) calendar days. As a part of the instructional adoption process, the School Board must receive public comment from parents of students during Public Hearing and meeting in accordance with School Board Policy 0169.1, *Public Participation*.

The World Languages Adoption Committee recommended the attached textbook adoption for the 2015-2016 school year. The textbook list represented the committee's selected texts for the World Languages courses as listed. These materials would assist teachers in providing standards-based instruction for over 4,000 students in the aforementioned list of World Languages courses. A digital copy for each of the text purchases was included in this order. The cost of this adoption was approximately \$385,000.00. At this time, the School Board would receive public comment and take action on the proposed World Languages Instructional Materials. Superintendent recommended approval.

Chairman McCain recessed the business meeting. He opened the public hearing. Hearing no requests to speak, he closed the public hearing.

Chairman McCain called for a motion. Mr. Frost moved approval of the Board Adoption of World Languages instructional materials. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

**F. Approval to Set Public Hearing Date and Adoption Date for World Languages Instructional Materials – Mr. Rynberg**

As part of the adoption process, if needed, a Special Public Hearing would be held on June 23, 2015, at 3:00 p.m., in the TEC to hear petitions from parents of currently enrolled students regarding the World Languages textbook adoption. All parent petitions must be received no later than June 11, 2015, and must be submitted to Judy Smith in Curriculum and Instruction Department. Adoption materials and petition forms were available on the District homepage website at: <https://www.indianriverschools.org/> Superintendent recommended approval.

Chairman McCain call for a motion. Mrs. Simchick moved approval to set the Public Hearing date and adoption date for World Languages instructional materials for June 23, 2015. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

**G. Approval to Purchase Secondary Math Instructional Materials – Mr. Rynberg**

Pursuant to the Public Hearing to hear parent comments, the recommended materials for the Secondary Math adoption were made available to the public for at least twenty (20) calendar days. As a part of the instructional adoption process, prior to purchasing, the School Board had to receive public comment from parents of students during the Public Hearing and meeting in accordance with School Board Policy 0169.1, *Public Participation*. The Secondary Math Textbook Adoption Committee recommended the attached textbook adoption list for the 2014-2015 school year. The textbook list represented the Committee's selected texts for the secondary mathematics courses. A digital copy for each of the text purchases was included in this order. These materials would assist teachers in providing standards-based instruction for over 8,000 students in the aforementioned list of mathematics courses. The cost of this adoption was \$825,039.98. Superintendent recommended approval.

It was noted that a special meeting was scheduled. Receiving no petitions, the special meeting was cancelled. Chairman McCain called for a motion. Mrs. Simchick moved approval to purchase secondary math instructional materials. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

**H. Approval to Amend Student Progression Plan (SPP) Grading Appendices for the 2014-2015 School Year for 7<sup>th</sup> – 12<sup>th</sup> Grades – Mr. Rynberg**

Pursuant to HB 7069, signed on April 14, 2015, by Governor Scott, students enrolled in a course, specified in the course code directory, with an associated statewide standardized End of Course (EOC) assessment must take the EOC for such course. No additional final assessment (exam) may be administered in a course with an EOC assessment. The results from the EOC assessment must constitute 30% of the students' final course grade. This newly signed legislation was to be enacted immediately prompting the amendment of the current grade conversion charts in the 2014-2015 Student Progression Plan. To align with State Law, the Student Progression Plan (SPP) Appendix B and C were updated. To address the Legislative EOC 30% course assessment requirements, Appendix E had been added. Superintendent recommended approval.

Chairman McCain called for a motion. Mr. Frost moved approval to amend the Student Progression Plan (SPP) grading appendices for the 2014-2015 school year for 7-12 grades. Mr. Searcy seconded the motion and it carried unanimously, with a 5-0 vote.

**I. Approval of 2014-2015 Digital Learning Support Grant – Mr. Green**

Approval was recommended for the Digital Learning Support Grant through the Florida Department of Education, Division of Technology and Innovation. Districts that were participating in the Race to the Top Grant were eligible to receive supplemental federal funding. The \$288,563.03 non-competitive grant would provide financial assistance to support the goals in the District's State-approved Digital Classrooms Plan. Funds provided to the District through this allocation would be used to purchase mobile carts, with class sets of wireless devices necessary for students and teachers to access and interact with the secondary math and language arts digital curriculum. Superintendent recommended approval.

Chairman McCain called for a motion. Mr. Frost moved approval of the 2014-2015 Digital Learning Support Grant. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

**J. Approval to Piggyback the School District of Lee County, Florida RFP #R127035JM and the State of Florida Contract #880-000-09-1 to issue a Purchase Order to United Data Technologies for Classroom Audio Visual Systems at Liberty Magnet School - Mr. Morrison**  
**--Deleted--**

**Action K was voted on prior to Action A.**

**K. Approval of Dr. Mark J. Rendell's Superintendent Employment Agreement - Chairman McCain**

The Superintendent's Employment Agreement included a 3-year, rolling term commencing July 1, 2015. Additionally, during the month of June, 2015, Dr. Rendell would serve in a consulting capacity to review information with the current Superintendent and otherwise transition into the Superintendent position. Chairman McCain recommended approval. This item was heard as the first Action item.

Chairman McCain called for a motion. Mr. Searcy moved approval of Dr. Mark J. Rendell's Superintendent employment agreement. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote. Dr. Rendell thanked the School Board for this opportunity.

**Added on 5/6/2015:**

**L. Approval of 2015-2016 Health Insurance Rates – Dr. Fritz**

Attached were the 2015/2016 Health Insurance Rates that were being submitted to the Board for approval. The Blue Choice 800 plan would be discontinued. Two of the plans from the previous year would continue to be offered, with a decrease in co-pays to the Blue Options 5770 plan. Additionally, a new 'mid' plan, Blue Options 5772,

would be offered to employees. The recommended rates were subject to negotiations with Indian River County Education Association (IRCEA) and Communication Workers of America (CWA). Superintendent recommended approval.

Chairman McCain called for a motion. Ms. Jiménez moved approval of the 2015-2016 health insurance rates. Mr. Frost seconded the motion. Board Members discussed the issue. Dr. Adams stated that right now the District did not have any idea regarding the budget, due to the extension of the Legislative Session. The Board voted unanimously in favor of the motion, with a 5-0 vote.

**Added on 5/12/2015:**

**M. Approval of Amendment to the Teacher Evaluation Procedures (TEP) Manual – Dr. Fritz**

Citizen Input Request:

Luke Flynt requested to speak on this item.

The current Collective Bargaining Agreement between School District of Indian River County (SDIRC) and Indian River County Education Association (IRCEA) allowed for a re-opener for retroactive legislative changes that affect teacher evaluations. Due to passage of House Bill 7069 and signature by Governor Scott, comprehensive assessment requirements have been removed from courses. This same bill also allowed for a change in the minimum percentages for *student growth scores'* application to summative evaluations to a minimum of 33.333%. Currently, the *student growth scores'* impact could be as small as 20% or as large as 50% of the evaluation, with the remaining portion being based on observations by the supervisor. The legislation did not remove the requirement that a percent of evaluations be based on student performance. On May 11, 2015, IRCEA and SDIRC engaged in good faith negotiations regarding these changes and had tentatively agreed to amend the TEP Manual to derive all evaluations using 50% student growth and 50% instructional practice scores. Additionally, elementary art, music, and PE teachers' student growth metric was proposed to be limited to locally created assessments for just 4<sup>th</sup> and 5<sup>th</sup> grade students, rather than all grades. Superintendent recommended approval, contingent on IRCEA ratification.

Chairman McCain called for a motion. Mr. Frost moved approval of the amendment to the Teacher Evaluation Procedures (TEP) manual, contingent on IRCEA ratification. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

VIII. SUPERINTENDENT'S REPORT

Dr. Adams honored the scholarship nights held at Vero Beach High School and Sebastian River High School. To date over \$1.7million was given to students in our community to continue their education. Most of the scholarships were locally funded scholarships from the community. Dr. Adams stated that she received a check for \$15,000 from Peter & Kjestine Bijur to continue the Literacy on the Lagoon for 75 exiting second-grade students from Treasure Coast and Sebastian Elementary Schools. She gave a shout out for the student athletes' accomplishments and for Mr. Coffey who received the Governor's Shine Award. Dr. Adams said that she was pleased that the Teachers' Union was able to come to an agreement regarding the Teacher assessments. She congratulated Dr. Rendell and said that they would be working together to ensure a smooth transition.

IX. DISCUSSION

**Added on 5/8/2015:**

**A. New Grading System for 2015-2016 – Mrs. Simchick**

(Deleted)

X. SCHOOL BOARD MEMBER MATTERS – Chairman McCain

Mr. Frost spoke of his attendance at both high schools' awards nights. He attended the Congressional Medal of Awards presentation by Congressman Posey to students and read the names for the record.

Mrs. Simchick talked about the upcoming graduations and proms. She also talked about the upcoming GED graduation. She thanked all of the schools for inviting them to the graduation events.

Ms. Jiménez talked about the TRIO Upward Bound Event held at the Richardson Center. Upcoming were two, Mock DUI events. She attended the Girls on Track event at Gifford Middle School. She reported on the School Health Advisory Council meeting. Ms. Jiménez mentioned that May was Mental Health Month, Before Stage Four, and the need to connect students with services.

Mr. Searcy reported on his attendance at the Treasure Coast Work Group meeting regarding Legislative action. He recognized the accomplishments of the District music programs and congratulated Vero Beach High School for being the only school in the State of Florida that had all three bands receiving top awards.

Chairman McCain thanked staff, Board, and Dr. Rendell for the long workday. He spoke of the upcoming graduations. Chairman McCain said that the Board would attend as many graduations as possible.

XI. INFORMATION AGENDA

**A. Financial Report for Month ending February 2015 - Mr. Morrison**

Attached were the Financial Reports for the month ending February 28, 2015.

XII. SUPERINTENDENT'S CLOSING

Dr. Adams spoke of the Board's involvement in the Agnes Peebles Memorial Scholarship Program. She read a thank you note from one of the new recipients.

XIII. ADJOURNMENT – Chairman McCain

With no further business, the meeting adjourned at approximately 7:45 p.m.

The District School Board of Indian River County met on May 26, 2015, at 6:00 p.m. The meeting was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 1990 25<sup>th</sup> Street, Vero Beach, Florida 32960. District School Board Members attending were: Chairman Matthew McCain, Vice Chairman Charles G. Searcy, and Board Members: Claudia Jiménez, Dale Simchick, and Shawn R. Frost. Suzanne D’Agresta, School Board Attorney, was also present. Dr. Frances J. Adams, Superintendent of Schools, was not present. Prior to the meeting, an invocation was given by Jeffrey R. Smith, Indian River County Clerk of the Circuit Court and Comptroller.

### Meeting Minutes

- I. Meeting was called to order by Chairman McCain.  
Chairman McCain stated that Mr. Carter Morrison was standing in as Superintendent of Schools, in the absence of Dr. Adams. He stated that she was presently out of state with an ill family member. Chairman McCain asked that everyone keep Dr. Adams and her family in their prayers.
- 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  
Chairman McCain called for a motion. Mrs. Simchick moved approval of the Orders of the Day, deleting Presentation D and Action D. Ms. Jiménez seconded the motion. Mr. Frost requested to move Consent C to Action. Ms. Jiménez requested to move Consent B Item 21 to Action. Mrs. Simchick amended her motion to include moving Consent C to Action and Consent B Item 21 to Action. Ms. Jiménez agreed to the amendment to the motion. The Board voted unanimously in favor of the motion, with a 5-0 vote.
- IV. PRESENTATIONS
  - A. **2014-2015 Recognition of the National School Bus Safety Week Poster Contest Winner District Wide Winners– Mrs. Chesnut**  
This year’s theme was “Bully Free Zone!”  
**Division II (3<sup>rd</sup> through 5<sup>th</sup> Grade Students)**
    - Terrance Frazier, Dodgertown, 3<sup>rd</sup> Place
    - Emma Moscoso, Glendale, 3<sup>rd</sup> Place
    - Kiyah Melendez, Dodgertown, 2<sup>nd</sup> Place
    - Makayla Lemus, Dodgertown, 1<sup>st</sup> Place



**Division III (6<sup>th</sup> through 8<sup>th</sup> Grade Students)**

Requel Edwards, Gifford, 3<sup>rd</sup> Place

Madison Smith, Gifford, 2<sup>nd</sup> Place

Christina Nguyen, Gifford, 1<sup>st</sup> Place

First Place posters winners would compete at the State level.

**B. State Science Fair Winners – Dr. Adams**

Cynthia Falardeau, Executive Director of the Education Foundation of Indian River County, introduced the State Science Fair winners. Plaques were presented to students. Over \$760,000 in college scholarships and academic prizes were awarded this year from Community Sponsors. Mrs. Falardeau introduced the major sponsors: Quail Valley Charities, Martha Redner and Wanda Lincoln; and Wells Fargo representative, Danielle Kabdebo, District Manager for the Treasure Coast North.

**Science Winners were:**

Fahad Ahmed, Saint Edward's School  
Benjamin Baker, Storm Grove Middle School  
Sarah Bickel, Storm Grove Middle School  
Cassidy Blair, Oslo Middle School  
Jacob Carnell, Saint Edward's School  
Nishanth Chalasani, Saint Edward's School  
Cheyenne Dong, Indian River Charter High School  
Alexi Dong, Indian River Charter High School  
Martha Grudens, Sebastian River High School  
Abigail Hofer, Oslo Middle School  
Joshua Hooper, Storm Grove Middle School  
Branden Houch, Indian River Charter High School  
Oliva Lazorik, Saint Edward's School  
Liam Livingston, Storm Grove Middle School  
Clara Masseau, Saint Edward's School  
Heather Nevins, Storm Grove Middle School  
Zoe Nevins, Storm Grove Middle School  
Kylie Oakes, Saint Edward's School  
Omar Shareef, Saint Edward's School  
Sana Shareef, Saint Edward's School  
Abby Stenn, Gifford Middle School  
Teana Tee, Saint Edward's School  
Trisha Tee, Saint Edward's School  
Griffin Wagner, Storm Grove Middle School

**C. Recognition of Grant Funders for The Education Foundation of Indian River County – Mrs. Falardeau**

Recognition of Grant Sponsors. Mrs. Falardeau from the Education Foundation of Indian River County introduced their community partners that included the Bank of America Foundation Representative, Hala Laviolette, who presented a check in the amount of \$5,000 to Principal Racine in support of the Sebastian River High School's Culinary Arts Program that was led by Rick Apple.

**Major sponsors recognized were:**

Grand Harbor Community Outreach Committee  
Indian River Community Foundation  
Jake Owen Foundation  
John's Island Community Service League  
Impact 100  
AT&T

**D. Recognition of The Learning Alliance – Dr. Adams  
Deleted**

**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 was the 28<sup>th</sup> 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 was the current Florida record. Principal O'Keefe gave special recognition to James Sammons, Page Howell, parents, students, community members, and volunteers. He also spoke in support of Action item C. for the naming of the Vero Beach High School Performing Arts Auditorium, "The James M. Sammons Auditorium".

**V. CITIZEN INPUT**

Alma Lee Loy requested to speak in support of "The James M. Sammons Auditorium".  
Gene Waddell requested to speak on the topic of Charter Schools.  
Judith Whalen requested to speak on the list of Administrative reappointments.

**VI. CONSENT AGENDA**

Chairman McCain called for a motion. Mrs. Simchick moved approval of the Consent Agenda, with the removal of Consent B item 21 and Consent C. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

**A. Approval of Minutes**

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

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

Attached was a list of personnel recommendations that included personnel additions, terminations, and leave requests. Superintendent recommends approval.

**Moved to follow the Consent Agenda:** Also included were reappointments of Instructional, Professional Technical, Confidential Managerial, and Administrative personnel for the 2015-2016 school year. The list of reappointments were available prior to the School Board Meeting.

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

**Moved to follow the Consent Agenda.**

**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 would be used for Art, Music, and PE at Fellsmere Elementary School. Superintendent recommended approval.

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

This was a request to attend school in Brevard County Schools for 2015-2016 school year. Parents work for Brevard School Board and were asking that their child attend the School where they were employed. Superintendent recommended 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 became 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, remained unchanged. Superintendent recommended approval.

Items moved from Consent for discussion:

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

Item #21 included reappointments of Instructional, Professional Technical, Confidential Managerial, and Administrative personnel for the 2015-2016 school year. The list of reappointments was available prior to the School Board Meeting. Superintendent recommended approval.

Board Member requested clarification of the term “non-renewal/not for cause”. It was also noted for clarification that the attached list did not include those retiring, transferring, etc. Chairman McCain called for a motion. Mrs. Simchick moved approval of item #21. Mr. Frost seconded the motion. In response to the request for

clarification, Dr. Fritz stated that non-renewed/not for cause meant that the Board had fulfilled the one-year obligation of the employment contract. He said that the non-renewed personnel were non-disciplinary in nature. Board Member requested that in the future the list of renewals be available in a timelier manner. The Board voted unanimously in favor of the motion, with a 5-0 vote.

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

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

Amendment #3 – Capital Projects Fund  
 Superintendent recommended approval.

Board Member stated that a member from the public requested an explanation. Chairman McCain called for a motion. Mrs. Simchick moved approval of the budget amendment. Ms. Jiménez seconded the motion. Mr. Morrison spoke to the purpose of the budget amendment. He said that it was a direct result of information recently received from Tallahassee that reduced the amount of capital funding to the School District and Charter Schools for the 2015-2015 fiscal year. The Board voted unanimously in favor of the motion, with a 5-0 vote.

VII. ACTION AGENDA

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

Approval was 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 was to the general operating fund and was approximately \$193,123. Superintendent recommended approval.

Mr. Morrison noted for the record that the figure of \$193,123 in the descriptive paragraph was correct. He noted that the figure on the attachment was incorrectly stated as \$189,843. Mrs. Simchick moved approval to amend the 2014-2015 Salary Schedules. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

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

Approval was 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 was to develop a salary schedule for non-bargaining groups by using a model that established fair and competitive wages. This item was to satisfy the requirements of this Board approved goal. The School Board currently had approved a salary schedule, pursuant to §1012.27(2) Florida Statutes that was based on a "step" model that established 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, had become uncompetitive in the marketplace, as evidenced by comparative studies of like-size and contiguous districts to Indian River.

It was 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 2015/2016 contract. The estimated cost impact to the general fund for this group was approximately \$390,251. Superintendent recommended approval.

It was noted that the Principals' and Assistant Principals' new salary schedule would be effective July 1, 2015. Mr. Morrison stated for the record that the estimated cost impact listed on the attachment of \$377,129 was incorrect. The figure in the descriptive paragraph was correctly stated as \$390,251. Chairman McCain called for a motion. Mrs. Simchick moved approval to amend the 2015-2016 Salary Schedules. Ms. Jiménez seconded the motion. Mr. Fritz responded to Board questions. The Board voted unanimously in favor of the motion, with a 5-0 vote.

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

Vero Beach High School's Advisory Council requested 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 required a super majority vote by the School Board. Superintendent recommended approval.

Citizen Input:

Sue Carter  
Jason Shaver  
Jeff Smith  
Cindy Vannoy  
Mary Kay Knappman  
Anthony W. Young  
Rosemarie Livings

Chairman McCain stated that he received requests to speak after the gavel. Mr. Frost moved to suspend the rule that the forms must be turned in before the gavel, for just this one item. Hearing no objections, Chairman McCain continued with the requested Citizen Input.

Wesley Davis, Indian River County Commissioner  
Leslie Steil

Chairman McCain called for a motion. Mr. Frost moved approval of the naming of the Vero Beach High School Performing Arts Auditorium, "The James M. Sammons Auditorium. Mrs. Simchick seconded the motion. Mr. Frost said that he hoped someday to also have the naming of a podium, etc., in honor of Sheila Sammons. The motion carried, with a 4-1 vote. Ms. Jiménez, Mrs. Simchick, Mr. Frost, and Chairman McCain voted in favor of the motion. Mr. Searcy voted against the motion.

**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 Deleted**

**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 included the construction of a new bus parking compound in the amount of \$174,694. The contract amount consisted of the Contractor's Base Bid in the amount of ~~\$151,694~~ \$161,694 and an owner added contingency in the amount of \$13,000 that would only be used if directed by the District. The insurance certificate would 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 recommended award to Kerns Construction & Property Management Corp. as the lowest and best responsive and

responsible bidder meeting specifications, terms, and conditions. Superintendent recommended approval.

Mr. Morrison stated for the record that the descriptive paragraph for the Contractor's Base Bid amount should be corrected to state \$161,694. He noted that the attachments were correct. Mr. Sanders gave a visual of the site. Chairman McCain called for a motion. Mrs. Simchick moved approval of the award of RFP #2015-21 to Kerns Construction & Property Management Corp., for bus parking at Sebastian River High School. Ms. Jiménez seconded the motion. Mr. Sanders explained what SREF stood for (State Requirement for Educational Facilities) and that the standards were greater than what was required by law for charter school construction. The Board voted unanimously in favor of the motion, with a 5-0 vote.

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

Approval was 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 included the construction of a new bus parking compound at Sebastian River High School. The contract amount consisted 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 included all construction costs associated with this project. The contract amount did not include engineering fees, at an estimated amount of \$32,660.00 for an overall total project cost of \$207,354.00. Superintendent recommended approval.

Chairman McCain called for a motion. Ms. Jiménez moved approval of the Owner/Contractor Construction Agreement for Construction Services for Bus Parking at Sebastian River High School (SDIRC #2015-21). Mrs. Simchick seconded the motion. Mr. Sanders stated that their goal was to have the construction completed prior to the start of school. The Board voted unanimously, with a 5-0 vote.

**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 included all necessary demolition and site work associated with the improvements in the amount of \$101,000. The contract amount consisted of the Contractor's Base Bid in the amount of \$95,000 and an owner added contingency in the amount of \$6,000 that would only be used if directed by the District. The insurance certificate would 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 recommended award to Johnson-Davis, Inc., as the lowest and best responsive and responsible bidder meeting specifications, terms, and conditions. Superintendent recommended approval.

Mr. Sanders presented a visual of the site. Ms. Jiménez moved approval to award RFP #2015-23 to Johnson-Davis, Inc., for grading and drainage improvements at Beachland Elementary School site. Mr. Frost seconded the motion. Mr. Sanders spoke to the retention pond and responded to questions on gutter cleaning. The motion carried unanimously, with a 5-0 vote.

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

Approval was 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 included all required demolition and site work associated with the necessary grading and drainage improvements on the campus at Beachland Elementary School. The contract amount consisted 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 included all construction costs associated with this project. The contract amount did not include engineering fees, at an estimated amount of \$45,803.00, for an overall total project cost of \$146,803.00. Superintendent recommended approval.

Chairman McCain called for a motion. Mrs. Simchick moved approval of the Owner/Contractor Construction Agreement for construction services for drainage improvements at Beachland Elementary School (SDIRC #2015-23). Ms. Jiménez seconded the motion. Mr. Sanders explained that the estimated engineering fees figure was the actual fee figure received with the proposal. The Board voted unanimously in favor of the motion, with a 5-0 vote.

**I. Approval to Award of 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 included additional parking and the extension of the parent pick-up/drop-off loop in the amount of \$273,752. The contract amount consisted 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 would only be used if directed by the District. The



insurance certificate would 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 recommended award to Cathco, Inc., as the best responsive and responsible bidders meeting specifications, terms, and conditions. Please see attached backup. Superintendent recommended approval.

Chairman McCain called for a motion. Ms. Jiménez moved approval of the award of RFP #2015-22 to Cathco, Inc., for Parking Improvements at Treasure Coast Elementary School. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

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

Approval was 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 included additional parking and extension of the parent pick-up/drop-off loop at Treasure Coast Elementary School. The contract amount consisted 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 included all construction costs associated with this project. The contract amount did not include engineering fees, at an estimated amount of \$23,800.00, for an overall total project cost of \$297,552.00. Superintendent recommended approval.

Chairman McCain called for a motion. Mr. Frost moved approval of the Owner/Contractor Construction Agreement for Construction Services for parking improvements at Treasure Coast Elementary School (SDIRC #2015-22). Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

**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 included 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 consisted 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 would only be used if directed by the District. The insurance certificate would 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 recommended award to Kerns Construction & Property

Management Corp. as the lowest and best responsive and responsible bidder meeting specifications, terms, and conditions. Superintendent recommended approval.

Chairman McCain called for a motion. Mrs. Simchick moved approval to award RFP #2015-24 to Kerns Construction & Property Management Corp., for single point of entry at Gifford Middle School. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

**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 was 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 included 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 consisted 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 included all construction costs associated with this project. The contract amount did not include architect fees, at an estimated amount of \$7,750.00, for an overall total project cost of \$68,112.00. Superintendent recommended approval.

Chairman McCain called for a motion. Ms. Jiménez moved approval of the Owner/Contractor Construction Agreement for Construction Services for a single point of entry at Gifford Middle School (SDIRC #2015-24). Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

**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 was 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, was a savings to the District. Final payment for this project was being brought to the Board for approval in accordance with Florida Statute 1013.50. Superintendent recommended approval.

Chairman McCain called for a motion. Mrs. Simchick moved approval of the release of final payment to Bill Bryant & Associates, Inc., for the Wabasso School Construction Services for new classroom portable (SDRIC #2015-09). Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

**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), 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 were participating in the June Treasure Coast Elementary and Title I Pre-K to Kindergarten Summer Transition program. These funds would 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 would be entering Kindergarten in August 2015. Superintendent recommended approval.

Chairman McCain called for a motion. Mr. Frost moved approval of the pre-kindergarten to kindergarten transition program, summer extension for July 2015. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

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

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

Chairman McCain called for a motion. Mrs. Simchick moved approval of John's Island Foundation Grant for five, Pre-K Classrooms for 2015-2016. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

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

Renaissance Learning provided all District schools with the Accelerated Reader software application that promoted independent reading and increased comprehension skills. Attached was the license renewal that covered the period that began on 8/01/2015 and ended on 7/31/2016. Also attached was the original Application Hosting Agreement signed in 2010. The cost impact was \$64,457.00. Superintendent recommended approval.

Chairman McCain called for a motion. Mrs. Simchick moved approval of the hosting agreement and software license renewal with Renaissance Learning. Ms. Jiménez seconded the motion. Mr. Green and Mr. Rynberg responded to Board questions. The Board voted unanimously in favor of the motion, with a 5-0 vote.

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

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

Chairman McCain called for a motion. Ms. Jiménez moved approval of CrossPointe (TERMS) Software Maintenance renewal. Mr. Searcy seconded the motion. Mr. Morrison responded to questions and said that a committee was looking at other systems. The Board voted unanimously in favor of the motion, with a 5-0 vote.

**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 negotiated in good faith with IRCEA and the parties tentatively agreed to a Memorandum of Understanding allowing for initial implementation of open enrollment. The MOU was an agreement to the 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 maintained current status quo rates and Board contributions until negotiations were completed. Superintendent recommended approval contingent on IRCEA ratification of the MOU.

Chairman McCain called for a motion. Mrs. Simchick moved approval of the Memorandum of Understanding with Indian River County Education Association, contingent upon IRCEA ratification of the MOU. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

VIII. SUPERINTENDENT'S REPORT

Mr. Morrison thanked staff at Vero Beach High School for their cooperation in accommodating the students at the Freshman Learning Center that experienced a power outage.

IX. DISCUSSION

**A. Algebra Requirement – Mrs. Simchick**

Mr. Rynberg spoke to House Bill #769 that affected the Student Progression Plan, in regard to the most recent changes adopted by the Board. Since that time, a technical paper was received from the Department of Education that stated that the requirement would not affect those graduating from high school in June 2015. Mr. Rynberg said that he would send information out by the end of this week.

**B. Clinic Access for Children – Mr. Searcy**

Mr. Fritz stated that the Wellness Center contract age was 12 years and up. He said that the District could explore expanding/lowering the age limit.

X. SCHOOL BOARD MEMBER MATTERS – Chairman McCain

Ms. Jiménez reported on her attendance at the Weather STEM event at Dodgertown and the Inclusion Show at Sebastian River High School. She made a statement in regard to Mr. Waddell's threat to sue the School District regarding capital outlay funding. Ms. Jiménez also spoke about Freedom of Speech regarding her newsletter sent before every Board meeting. Mrs. D'Agresta stated that the School Board had issued a position statement that a statement made by one Board Member did not mean that it was the opinion of the Board. Ms. Jiménez spoke to the information provided by Charter Schools at the School Board Discussion Session with Charter Schools held May 12, 2015. She also stated that she was excited to participate/attend the upcoming graduations.

Mr. Frost reported on his attendance at the Inclusion Dance and the Indian River County Baccalaureate Ceremony on Sunday. He encouraged schools to contact the Veteran's Council to invite Veterans to their classrooms to experience the Veterans in the Classroom Program. Mr. Frost said that he hoped the arbitration mentioned by Mr. Waddell was on the capital outlay issue. He stated that

Legislation had left the District not knowing what to expect in the way of State capital funding. Mr. Frost thanked Troop #513 for attending the business meeting to earn badges.

Chairman McCain thanked Board Members for their commitment to attend as many graduations as possible. He also thanked Mr. Morrison for stepping in as Superintendent of Schools.

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**

Attached was the report.

XII. SUPERINTENDENT'S CLOSING

Chairman McCain said that Dr. Adams was absent due to the severe illness of a close, family member who was out of state. He asked everyone to keep Dr. Adams in their thoughts. Chairman McCain said, "From the entire School District, we are thinking of you!"

In closing, Mr. Morrison said that they would end with a video on "Life Skills". Mr. Green said that the great news was that our District's substance abuse numbers were low. But the bad news was; because the numbers were low, the District's chances of continuing to receive the grant for Life Skills Program were not great.

XIII. ADJOURNMENT – Chairman McCain

With no further business, the meeting adjourned at approximately 8:45 p.m.

CONSENT AGENDA 6/9/15

**Personnel Recommendations**

1. Instructional Changes

**Flynt, Luke – Gifford Middle, half-time leave of absence as IRCEA Officer ends 6/30/15. Reinstate as Gifford Middle 1.0 ESE Teacher 7/1/15**

Groody, Michael – VBHS, Math Teacher, recommended for reappointment with annual contract for the 2015-2016 school year

McIntosh, Lynda – VBE, Teacher, Computer Education, recommended for probationary reappointment for the 2015-2016 school year

O'Brien, Crystal – Storm Grove Middle, .6 Media Specialist with benefits, continuation of job share for 2015-2016 school year

**Peterson, Constance – Storm Grove Middle, from Reading Teacher to Guidance Counselor 6/10/15**

Salm, Molli – Citrus, Speech and Language Pathologist, recommended for probationary reappointment for the 2015-2016 school year

Sessoms, Danyelle – Storm Grove Middle, .4 Media Specialist without benefits, continuation of job share for 2015-2016 school year

2. Instructional Leaves

MacDonald, Pete – VBHS, 3/17/15-6/9/15

Wright, Alissa – SRMS, 4/20/15-6/9/15

3. Instructional Promotions

4. Instructional Transfers

**Matheny, Lyndsey – from Citrus 2<sup>nd</sup> Grade Teacher to Glendale Math Coach 8/17/15**

**Ross, Latonya – from Storm Grove Middle Business Teacher to Adult Ed Coordinator of Occupational Outreach 6/15/15**

5. Instructional Separations

**Alexander, James – Gifford Middle, resignation 6/9/15**

Hamilton, Casey – Dodgertown, resignation 6/9/15

Lewis, Luanne – ESE Extended School Year Program, resignation 5/22/15

McDonald, Michael – Sebastian Elementary, retirement 6/9/15, pending FRS attestation

Sterk, John – VBHS, retirement, entering DROP 9/1/15

Taylor, Alison – Glendale, resignation 5/19/15

**Vollbracht, Jean – VBE, resignation 6/9/15**

Walker, Pamela – VBHS, retirement 6/9/15, pending FRS attestation

**Warner, Anne – SRMS, resignation 6/9/15**



6. Instructional Employment
7. Support Staff Changes  
**Crawford, Tracy – ESE, from 10 month School Social Worker to 11 month School Social Worker 6/10/15**
8. Support Staff Leaves  
**Alderson, James – Beachland, extend to 6/1/15-6/8/15**  
Latty, Valsett – Transportation, 5/21/15-6/5/15
9. Support Staff Promotions  
**Borgman, Jim – from Gifford Middle Custodian to Physical Plant Parts Expeditor 6/10/15**  
**Dill, John – from Transportation Bus Driver to Physical Plant Electrician 6/15/15**  
**Jenkins, Barry – Purchasing, from Warehouse Worker to Warehouse Foreman 6/9/15**
10. Support Staff Transfers
11. Support Staff Separations  
Batelaan, Timothy – I.T. and Assessment, resignation 6/5/15  
**Cariker, Megan – Citrus, resignation 7/10/15**  
Edgecombe, Harcourt – Transportation, resignation 6/12/15  
**Hektner, Mary – ESE, retirement 6/26/15, pending FRS attestation**  
Hoffhine, Arline – Oslo Middle, retirement 6/30/15, pending FRS attestation  
**Keller, John – Citrus, resignation 6/5/15**  
Manning, Wilbur – Transportation, retirement 6/5/15, pending FRS attestation  
**McDonald, Robert – SRMS, retirement 6/5/15, pending FRS attestation**  
**McNamara, Doris – Sebastian Elementary, retirement 6/5/15, pending FRS attestation**  
Williams, Keith – I.T. and Assessment, retirement 6/30/15, pending FRS attestation
12. Support Staff Employment  
Brenovil, Lebert – Transportation, Bus Driver 8/24/15  
Cernigliaro, Michel - Transportation, Bus Driver 8/24/15  
**Ercoli, Armand – VBHS, Student Worker 6/10/15**  
Harris, Aldrina – Dodgertown, Custodian 6/10/15  
Hudson, Roger - Transportation, Bus Driver 8/24/15  
Rednour, Charles - Transportation, Bus Driver 8/24/15  
**Valido, Kedia – VBHS, Student Worker 6/10/15**  
**Vollbracht, Jean – VBE, ESE Teacher Assistant 8/24/15**
13. Administrative Separations  
Keeling, Michele – Storm Grove, resignation 6/26/15



- Kramek, David – Alternative Center for Education, retirement, entering DROP 5/1/15
14. Administrative Employment  
**Flores, Cassandra – Rosewood Magnet, Principal 7/1/15, pending background clearance**
15. Administrative Leaves Promotions  
**Hofer, Beth – from Curriculum and Instruction, Coordinator of Professional Development to Oslo Middle School Principal 7/1/15**  
**Simpson, Scott – from Liberty Magnet Assistant Principal to Osceola Magnet School Principal 7/1/15**
16. Approval of Placement in Instructional Substitute Pool  
 Romine, Kaleigh – Substitute Teacher 6/10/15  
 Seibert, Anthony – Substitute Teacher 6/10/15  
 Trippe, Charles – Substitute Teacher 6/10/15
17. Approval of Placement in Support Staff Substitute Pool  
 Daughtry, Kimberly – Substitute Bus Assistant 6/10/15  
**Smith, Anthony – Substitute Teacher Assistant 8/24/15**
18. The following employees are recommended for the 2014 Summer School Programs, pending reappointment for the 2015-2016 school year:

ESE Extended School Year

District Wide	Substitute Teacher	Jim Rocco
		Kendra Bielefeld
	<del>Substitute Teacher Assistant</del>	<del>Leah Cromie</del>
Osceola Magnet	Teacher	Adrienne Moody
<b>Sebastian Elementary</b>	<b>Substitute Teacher</b>	<b>James Rocco</b>
	<b>Teacher Assistant</b>	<b>Leah Cromie</b>

Pre-K-Kindergarten Transition Program – July Extension

Teacher	Krista Sadlers
	Margarett Kelly
	Deborah Iacono
	Suzanne Rusin
	Delores Shemo
	Casey Dunn
Substitute Teacher	Stacey Miller
	Michele Horton
	Donna Graham
Teacher Assistant	Robin Tamulevicz
	Stacy Lucarelli
	Stacey Bivins
	Kathy Karinja

<b>Substitute Teacher Assistant</b>	<b>Trudy Ward Catherine Scott Kenneth Brown Ana Renuart</b>
<b>Health Assistant</b>	<b>Claudia Viladrosa Kim Vereen</b>

19. Attached are Professional Support Staff reappointments for the 2015-2016 school year.
20. **It is recommended that Elizabeth Cannon be approved for half-time personal unpaid leave for the purpose of serving as President of the Indian River County Education Association (IRCEA) for the 2015-2016 school year, effective August 17, 2015, per Article II.6, A-D. Ms. Cannon will receive the same fringe benefits as a full-time employee. The School Board will pay full salary and contribute to the Florida Retirement System (FRS). The School Board will bill the IRCEA for the difference between what the School Board pays for Ms. Cannon's salary, including FRS, medical, and Social Security.**

Fiscal Year	Facility	Emp Id	Last Name	First Name	Job Title Description	Contract Type	Recommendation
2015	0021	1105820	SMELTZER	STEPHANIE	ESE TEACHER ASSIST	ACS	AC2
2015	0031	1110606	BYRD	JAMES	ESE TEACHER ASSIST	AC2	AC3
2015	0031	1112146	DEWIND	GORDON	Security Monitor II	AC1	AC2
2015	0031	1111724	ESPINOSA	RUTH	CUSTODIAN - REGULA	AC2	AC3
2015	0031	1110481	GIORDANO	PATRICIA	SENIOR SECRETARY	AC3	CE
2015	0031	1111557	KARINJA	KATHY	TEACHER ASSISTANT	AC2	AC3
2015	0031	1112194	LEDGER	JENNIFER	HEALTH ASSISTANT 3	AC1	AC2
2015	0031	1111783	LESLIE	DANA	SWITCHBOARD OPER	AC2	AC3
2015	0031	1111364	MARX	RUSSELL	HEAD CUSTODIAN II	AC3	CE
2015	0031	1111633	MELENDEZ	JOHN	CUSTODIAN - REGULA	AC2	AC3
2015	0031	1111692	SWAN	CYNTHIA	CUSTODIAN - REGULA	AC2	AC3
2015	0031	1108318	VOLD	MONAWEKA	SECRETARY I	AC2	AC3
2015	0032	1108918	SAVILLE	EMMA	TEACHER ASSISTANT	AC1	AC2
2015	0041	1107753	ADAMS	ADRINA	ESE TEACHER ASSIST	AC1	AC2
2015	0041	1111643	BIONDI	LASHANN	SCHOOL COMPTR LAB	AC2	AC3
2015	0041	1111787	SALDANA	RODRIGO	CUSTODIAN - REGULA	AC2	AC3
2015	0041	1111723	STANTON	MELISSA	MEDIA CENTER ASSIS	AC	AC
2015	0051	1111547	ADRIANCE	JACQUELYN	STUDENT MONITOR	AC	AC
2015	0051	1103794	ALLEN	ALFRIDA	CUSTODIAN - REGULA	AC3	CE
2015	0051	1111745	JACKSON	PHILIP	CUSTODIAN - REGULA	AC2	AC3
2015	0051	1110237	LUCAS	LORI	SECRETARY I	AC1	AC2
2015	0061	1111672	AVILA	JULIO	CUSTODIAN - REGULA	AC2	AC3
2015	0061	1111143	CHAPLES	KIMBERLY	HEALTH ASSISTANT 1	AC3	CE
2015	0061	1111487	COOKE	JOHN	STUDENT MONITOR	AC	AC
2015	0061	1112290	DURNI	DAVID	SCHOOL COMPTR LAB	AC1	AC1
2015	0061	1111685	GUERRERO	PAUL	CUSTODIAN - REGULA	AC2	AC3
2015	0061	1111666	KREGER	DALE	STUDENT MONITOR	AC	AC
2015	0081	1112032	BORGMAN	JIM	CUSTODIAN - REGULA	AC1	AC2
2015	0081	1110973	CLARK	TABATHA	HEALTH ASSISTANT 1	AC	CE
2015	0081	1110752	DELISA	CHERI	SENIOR SECRETARY	AC3	CE
2015	0081	1110058	GUIRAND	JOSIANNE	CUSTODIAN - REGULA	AC3	CE
2015	0081	1112140	HAYS	LATISHA	ESE TEACHER ASSIST	ACS	AC2
2015	0081	1111254	HUAMAN	JORGE	CUSTODIAN - REGULA	AC1	AC2

2015	0081	1111631	SHELLY	WILLIE	CUSTODIAN - REGULA	AC2	AC3
2015	0081	1111927	WHITE	JEFFREY	ESE TEACHER ASSIST	AC1	AC2
2015	0101	1112001	CRAGIN	TRACEY	CUSTODIAN - REGULA	AC1	AC2
2015	0101	1112023	ESPINOZA - PENA	JORGE	CUSTODIAN - REGULA	AC1	AC2
2015	0101	1107316	GAMEZ	LIZET	TEACHER ASSISTANT	AC2	AC3
2015	0101	1112257	HAMRICK	ZACHARY	HEAD CUSTODIAN I	AC1	AC1
2015	0101	1111663	JOHNSON	JOY	STUDENT MONITOR	AC	AC
2015	0101	1108871	SPOTO	LUZ	TEACHER ASSISTANT	AC1	AC2
2015	0101	1110139	TOSA	IRIS	CUSTODIAN - REGULA	AC1	AC2
2015	0101	1111322	TRAYNOR	SIRI	ESE SELF-CARE AIDE	AC1	AC2
2015	0101	1100734	ZILNICKI	SUANN	STUDENT MONITOR	AC	AC
2015	0121	1111914	BERMUDEZ	AMANDA	HEALTH ASSISTANT 2	AC1	AC2
2015	0121	1110302	BROWN	KENNETH	ESE TEACHER ASSIST	AC3	CE
2015	0121	1111112	CAMPBELL	TINA	STUDENT MONITOR	AC	AC
2015	0121	1111820	HURST	GABRIEL	SCHOOL COMPTR LAB	AC1	AC2
2015	0121	1110736	PHILLIPS	ALONZIA	ESE TEACHER ASSIST	AC1	AC2
2015	0131	1111145	CARABAJAL	CECILIA	ESE TEACHER ASSIST	AC1	AC2
2015	0131	1112058	CLARK	SHEILA	HEALTH ASSISTANT 3	AC1	AC2
2015	0131	1102055	DIMASCIO	CAROL	ESE SELF-CARE AIDE	AC1	AC2
2015	0131	1111292	FRENGEL	BRYANNA	ESE TEACHER ASSIST	AC1	AC1
2015	0141	1111933	BURSON	HENRY	CUSTODIAN - REGULA	AC1	AC2
2015	0141	1112090	LANG	BRIANNA	ESE TEACHER ASSIST	AC1	AC2
2015	0141	1112256	MILLER	CONNIE	SECRETARY I	AC1	AC1
2015	0141	1112217	NORMAN	CHRISTINA	STUDENT MONITOR	AC	AC
2015	0141	1111185	VEGA	JANNETTE	STUDENT MONITOR	AC	AC
2015	0151	1110270	FLOYD	CHELSEA	ESE TEACHER ASSIST	ACS	AC2
2015	0151	1112116	GEARY	MARY	MEDIA CENTER ASSIS	AC1	AC2
2015	0151	1111414	JENKINS	TARSHA	SECRETARY I	AC3	CE
2015	0151	1108768	MELTON	CRYSTAL	ESE TEACHER ASSIST	AC1	AC2
2015	0151	1111703	MOORE	ERIC	CUSTODIAN - REGULA	AC2	AC3
2015	0151	1100946	MYERS	NICOLE	ESE TEACHER ASSIST	AC2	AC3
2015	0151	1112268	TAYLOR	NICOLE	STUDENT MONITOR	AC	AC
2015	0161	1111821	BANKS	JASON	CUSTODIAN - REGULA	AC2	AC3
2015	0161	1112182	BOWICK-LOVETT	GENEIRA	CUSTODIAN - REGULA	AC1	AC2

2015	0161	1111239	HEATON	BRADLEY	STUDENT MONITOR	AC	AC
2015	0161	1111756	LUCARELLI	STACY	ESE TEACHER ASSIST	AC2	AC3
2015	0161	1112155	LUNA	MARISELA	HEALTH ASSISTANT 2	AC1	AC2
2015	0161	1102778	PASTEN	AMALIA	TEACHER ASSISTANT	AC2	AC3
2015	0161	1100176	SAMPLE	CECILIA	TEACHER ASSISTANT	ACS	AC2
2015	0161	1101390	WARD	TRUDY	ESE TEACHER ASSIST	AC	CE
2015	0171	1104442	HENRY	EDDIE	HEAD CUSTODIAN II	AC3	CE
2015	0171	1111658	JOHNSON	MIA	ESE TEACHER ASSIST	AC2	AC3
2015	0171	1111902	KEELING	JESSICA	ESE TEACHER ASSIST	ACS	AC2
2015	0171	1108683	TORY	TANYA	ESE TEACHER ASSIST	AC1	AC2
2015	0191	1111198	BIVINS	STACEY	MEDIA CENTER ASSIS	AC3	CE
2015	0191	1111686	CAMPBELL	ROBERT	CUSTODIAN - REGULA	AC2	AC3
2015	0191	1111555	DOBSON	ELAINE	HEALTH ASSISTANT 1	AC2	AC3
2015	0191	1111462	NIEVES	JULIO	CUSTODIAN - REGULA	AC1	AC2
2015	0191	1111226	SCOTT	CATHERINE	STUDENT MONITOR	AC	AC
2015	0201	1111650	FEAGLE	TINA	STUDENT MONITOR	AC	AC
2015	0201	1111261	PLEIE	MARLEEN	STUDENT MONITOR	AC	AC
2015	0201	1111637	WALTRIP	DANIEL	SCHOOL COMPTR LAB	AC2	AC3
2015	0221	1111990	BRADLEY - MARKER	MARY	STUDENT MONITOR	AC	AC
2015	0221	1112115	FAGAN	AMANDA	STUDENT MONITOR	AC	AC
2015	0221	1108886	HAMPTON	TARA	ESE TEACHER ASSIST	AC3	CE
2015	0221	1111926	MARKERT	DONALD	TEACHER ASSISTANT	ACS	AC2
2015	0271	1111630	BAYRON	JENNIFER	SWITCHBOARD OPER	AC2	AC3
2015	0271	1110497	DARRISAW	DANIEL	TEACHER ASSISTANT	AC3	CE
2015	0271	1110644	FERNANDEZ	FERNANDO	TEACHER ASSISTANT	ACS	AC2
2015	0271	1107681	KOLENO	HEATHER	ESE TEACHER ASSIST	AC2	AC3
2015	0271	1109037	MCLENDON	CARLA	SENIOR SECRETARY	AC1	AC2
2015	0271	1111908	WOOD	ITASKA	HEALTH ASSISTANT 2	AC1	AC2
2015	0291	1111830	ACKER	AMANDA	HEALTH ASSISTANT 2	AC2	AC3
2015	0291	1111867	ALEXA	DANNY	CUSTODIAN - REGULA	AC2	AC3
2015	0291	1103764	CLARK	TASCHA	CUSTODIAN - REGULA	AC1	AC2
2015	0291	1112035	FREEMAN	RONALD	CUSTODIAN - REGULA	AC1	AC2
2015	0291	1111739	MORRIS	EUTON	CUSTODIAN - REGULA	AC2	AC3
2015	0291	1110720	PRUDENTI	ANTHONY	ESE TEACHER ASSIST	AC3	CE

2015	0291	1111922	REYES	ALICIA	TEACHER ASSISTANT	AC1	AC2
2015	0291	1111413	SEESE	JEFFREY	HEAD CUSTODIAN II	AC3	CE
2015	0291	1111904	VANGELDER	WILLIAM	ESE TEACHER ASSIST	AC1	AC2
2015	0291	1112067	WERT	HAYLEE	SWITCHBOARD OPER	AC1	AC2
2015	0291	1111999	WILLIAMS	NATIRA	ESE TEACHER ASSIST	AC1	AC2
2015	0301	1112122	GOODWIN	GABRIEL	CUSTODIAN - REGULA	AC1	AC2
2015	0301	1111924	HELPLING	CRYSTAL	STUDENT MONITOR	AC	AC
2015	0301	1111938	LANGDON	TIFFANY	STUDENT MONITOR	AC	AC
2015	0301	1112145	PHILLIPS	WENDY	ESE TEACHER ASSIST	AC1	AC2
2015	0301	1110602	RICHEY	MICHELE	ESE TEACHER ASSIST	AC3	CE
2015	0341	1111272	KORYTKOWSKI	MARITZA	TEACHER ASSISTANT	AC2	AC3
2015	0341	1112185	PEERS	ANGELA	STUDENT MONITOR	AC	AC
2015	0341	1111865	PLOTKIN	CHERYL	STUDENT MONITOR	AC	AC
2015	0341	1111859	RUIZ	AARON	SCHOOL COMPTR LAB	AC1	AC2
2015	0371	1107691	CLARK	JUDY	SENIOR SECRETARY	AC3	CE
2015	0371	1111876	FULLER	LESLIE	BOOKKEEPER MIDDLE	AC2	AC3
2015	0371	1112167	LESTER	JEROME	CUSTODIAN - REGULA	AC1	AC2
2015	0371	1111950	LOVETT	ALVERN	CUSTODIAN - REGULA	AC1	AC2
2015	0371	1105831	ROGERS	ANNA	ESE TEACHER ASSIST	AC1	AC2
2015	0371	1112129	ROGERS	WYDEEA	ESE SELF-CARE AIDE	AC1	AC2
2015	0371	1112129	ROGERS	WYDEEA	ESE TEACHER ASSIST	AC1	AC2
2015	0371	1111813	WHITE	JAMES	CUSTODIAN - REGULA	AC2	AC3
2015	4000	1111893	PINKERTON	EVELYN	ACCOUNTS PAYABLE	AC2	AC3
2015	4000	1102283	SIMONTON	TRACI	FOOD SERVICE APPLI	AC2	AC3
2015	4021	1112269	KASHARY	DIANA	CAFETERIA WORKER	AC	AC
2015	4021	1111266	KIEP	PEGGY	CAFETERIA WORKER	AC	AC
2015	4021	1111936	SCHRAWDER	CLYDE	CAFETERIA COOK	AC2	AC3
2015	4031	1101165	EBERHARDT	MARY	CAFETERIA WORKER	AC	AC
2015	4031	1111791	FUSSELL	SARAH	CAFETERIA WORKER	AC	AC
2015	4031	1111439	HUDSON	KEEYETTA	CAFETERIA WORKER	AC1	AC2
2015	4031	1110770	MIRANDA	HELEN	CAFETERIA WORKER	AC	AC
2015	4031	1110430	OWENS	MARCELIN	CAFETERIA WORKER	AC	AC
2015	4031	1111570	WILLIAMS	MARIAN	CAFETERIA WORKER	AC1	AC2
2015	4041	1111441	RIMES	BEVERLY	CAFETERIA WORKER	AC	AC

2015	4051	1100605	DAWSON	RHONDA	CAFETERIA WORKER	AC	AC
2015	4061	1112189	DUTOI	MELISSA	CAFETERIA WORKER	AC	AC
2015	4061	1111519	LAURIA	NICOLE	CAFETERIA WORKER	AC	AC
2015	4081	1111885	ASENCIO	TPRING	CAFETERIA WORKER	AC1	AC2
2015	4081	1110098	BRYANT	SHARNTAY	CAFETERIA WORKER	AC2	AC3
2015	4081	1110224	ELLIS	ANGELA	CAFETERIA COOK	AC2	AC3
2015	4081	1111521	EMARD	CAROLYN	CAFETERIA WORKER	AC2	AC3
2015	4101	1112011	ARMSTRONG	HOLLY	CAFETERIA WORKER	AC1	AC2
2015	4101	1103804	BOHANNON	CYNTHIA	CAFETERIA COOK	AC2	AC3
2015	4101	1112159	ESCOTO	ANDRE	CAFETERIA WORKER	AC1	AC2
2015	4101	1112270	OCHOA	ESTHER	CAFETERIA WORKER	AC	AC
2015	4101	1111316	RICH	MARGARET	CAFETERIA WORKER	AC1	AC2
2015	4101	1111528	RUSH	JENNIFER	CAFETERIA WORKER	AC2	AC3
2015	4101	1104623	SHUTTLEWORTH	JUDITH	CAFETERIA WORKER	AC	AC
2015	4101	1111793	TEAGUE	STACI	CAFETERIA WORKER	AC2	AC3
2015	4101	1111890	YANOK	DIANA	CAFETERIA WORKER	AC2	AC3
2015	4121	1111653	DISBURY	JEAN	CAFETERIA WORKER	AC	AC
2015	4121	1103759	THOMPSON	JEANETTE	CAFETERIA COOK	AC	CE
2015	4141	1110995	BAUSLAUGH	PATRICIA	CAFETERIA WORKER	AC1	AC2
2015	4141	1103014	BEVINS	RACHEL	CAFETERIA WORKER	AC3	CE
2015	4141	1111651	BUSTER	JONI	CAFETERIA WORKER	AC	AC
2015	4141	1111444	STANKEWICZ	SHARON	CAFETERIA COOK	AC3	CE
2015	4151	1105050	BENTON	ANGELA	CAFETERIA WORKER	AC	AC
2015	4151	1111657	BRYANT	BRITTNIA	CAFETERIA WORKER	AC	AC
2015	4161	1110895	PEREZ	ERIC	CAFETERIA COOK	AC3	CE
2015	4161	1111256	SANDAU	DIANA	CAFETERIA WORKER	AC	AC
2015	4161	1112120	STEPHENS	PATRICIA	CAFETERIA WORKER	AC1	AC2
2015	4171	1103947	AUSBY	CHARLEEN	CAFETERIA COOK	AC1	AC2
2015	4191	1112118	EUTIZE	KORINA	CAFETERIA COOK	AC1	AC2
2015	4191	1111259	SMITH	KATHARINE	CAFETERIA WORKER	AC	AC
2015	4191	1112195	SVENDSEN	JENNIFER	CAFETERIA WORKER	AC	AC
2015	4191	1101827	THOMAS	MARGARET	CAFETERIA WORKER	AC1	AC2
2015	4201	1104823	MORRISON	KATHLEEN	CAFETERIA WORKER	AC	AC
2015	4201	1111955	YOUNG	JUAQUITA	CAFETERIA WORKER	AC	AC



2015	4221	1109879	MILLS	LAPORSCH	CAFETERIA COOK	AC2	AC3
2015	4271	1110913	CLARKE	ETILDA	CAFETERIA WORKER	AC	AC
2015	4271	1111831	FOOTMAN	CHANTE	CAFETERIA WORKER	AC	AC
2015	4271	1111835	KIDD	BILLY	CAFETERIA WORKER	AC	AC
2015	4271	1111656	LEVY	ADELA	CAFETERIA WORKER	AC	AC
2015	4271	1106001	WALKER	BEATRICE	CAFETERIA WORKER	AC	AC
2015	4291	1111522	LEWIS	MARIA	CAFETERIA WORKER	AC	AC
2015	4291	1100643	SANFILIPPO	PAULINE	CAFETERIA WORKER	AC	AC
2015	4291	1111654	SMITH	SHARQUITA	CAFETERIA WORKER	AC	AC
2015	4301	1100465	CISTULLI	JEANNETTE	CAFETERIA WORKER	AC	AC
2015	4341	1100684	FROST	SHARON	CAFETERIA WORKER	AC	AC
2015	4341	1111449	LIGUORI	PATRICIA	CAFETERIA COOK	AC2	AC3
2015	4341	1111179	VARENKAMP	MICHELLE	CAFETERIA WORKER	AC	AC
2015	4371	1103947	AUSBY	CHARLEEN	CAFETERIA WORKER	AC1	AC2
2015	4371	1111102	AUSBY	HELEN	CAFETERIA WORKER	AC	AC
2015	4371	1103103	POLLY	EMMA	CAFETERIA WORKER	AC	AC
2015	4371	1112292	STRATER	CHRISTINA	CAFETERIA WORKER	AC	AC
2015	9002	1111910	ADAMS	TENA	SECRETARY II-ADMIN	AC2	AC3
2015	9006	1112281	BILLS	MICHAEL	AIR CONDITIONING/RE	AC1	AC1
2015	9006	1111913	COX	JEFFREY	CARPET CREW	AC1	AC2
2015	9006	1112127	HAMRICK	JOSEPH	PLANT OPERATOR	AC1	AC2
2015	9006	1112126	ROY	NEIL	REFUSE SANITATION	AC1	AC2
2015	9006	1111330	RUBLE	JOEL	PLANT OPERATOR	AC3	CE
2015	9006	1111354	VOLO	CHRISTOPHER	AIR CONDITIONING/RE	AC3	CE
2015	9006	1108826	WILSON	JEFFREY	PESTICIDE APPLICAT	AC2	AC3
2015	9006	1111374	WOOD	ROBERT	PLUMBER	AC3	CE
2015	9008	1111362	BARLATIER	FILBERT	BUS DRIVER	AC2	AC3
2015	9008	1112047	BELL	LAKEYDRA	BUS ASSISTANT	AC1	AC2
2015	9008	1110244	BOYER	LORRAINE	BUS DRIVER	AC2	AC3
2015	9008	1111543	BROWN	RICHARD	BUS DRIVER	AC1	AC2
2015	9008	1111706	CAYE	JULIE	BUS DRIVER	AC1	AC2
2015	9008	1104976	CRISP	MARY	BUS DRIVER	AC	CE
2015	9008	1111392	DEVANE	EVERETT	MECHANIC	AC3	CE
2015	9008	1111923	DILL	JOHN	BUS DRIVER	AC1	AC2



2015	9008	1105754	DIXON	LATRICIA	BUS DRIVER	AC3	CE
2015	9008	1110354	DIXON	LATARA	BUS ASSISTANT	AC2	AC3
2015	9008	1111636	FOSTER	JIMMIE	BUS DRIVER	AC1	AC2
2015	9008	1111245	FRANCIS	EDWARD	BUS DRIVER	AC1	AC2
2015	9008	1112031	FRAZIER	EARLY	BUS DRIVER	AC1	AC1
2015	9008	1111987	GONZALEZ	ROBERTO	BUS DRIVER	AC1	AC1
2015	9008	1111997	GORR	THOMAS	MECHANIC	AC1	AC2
2015	9008	1111872	HEINDL	MARY	BUS ASSISTANT	AC1	AC2
2015	9008	1111641	HROMCO	RAYMOND	BUS DRIVER	AC1	AC2
2015	9008	1112137	MARRERO	CHERYL	BUS ASSISTANT	AC1	AC2
2015	9008	1111996	MCKENZIE	ROBERT	BUS DRIVER	AC1	AC1
2015	9008	1111665	MELEIKA	MARK	MECHANIC	AC3	CE
2015	9008	1111878	NOEL-REPETSKI	CATHARINE	BUS DRIVER	AC1	AC2
2015	9008	1111986	OLIVER	JAMES	BUS DRIVER	AC1	AC1
2015	9008	1111396	REUMONT	PEGGY	BUS DRIVER	AC2	AC3
2015	9008	1106207	RICHARDS	CARROL	BUS DRIVER	AC3	CE
2015	9008	1110851	ROSENBAUM	BARBARA	BUS ASSISTANT	AC2	AC3
2015	9008	1112049	SCARBOROUGH	LAUREN	BUS ASSISTANT	AC1	AC2
2015	9008	1103889	SEYMOUR	CHIEON	BUS ASSISTANT	AC2	AC3
2015	9008	1110955	TAYLOR	LINDA	BUS DRIVER	AC2	AC3
2015	9008	1112160	THOMPSON	CLINTON	MECHANIC FOREMAN	AC1	AC2
2015	9008	1111422	TOMOSER	MICHELLE	BUS ASSISTANT	AC	CE
2015	9008	1110147	WATTERS	DAVID	BUS DRIVER	AC3	CE
2015	9008	1110944	WHEELER	GLADYS	BUS DRIVER	AC3	CE
2015	9008	1110149	WILSON	LEON	BUS DRIVER	AC2	AC3
2015	9008	1111106	WRAY	LORRAINE	BUS DRIVER	AC3	CE
2015	9224	1111684	CERNIGLIARO	JANET	HEALTH ASSISTANT 1	AC2	AC3
2015	9332	1112272	CASTLE	KENNETH	PRINTER	AC1	AC1
2015	9332	1111450	SALDANA	NANCY	RECORDS SPECIALIS	AC3	CE
2015	9400	1111624	HELLER	DEBORAH	SWITCHBOARD OPER	AC3	CE
2015	9400	1112170	MILES-BROWN	SHARON	EMPLOYMENT TECHN	AC1	AC2
2015	9443	1111517	HILL	JANET	PERSONNEL RECORD	AC	AC
2015	9552	1111607	DE LA TORRE	MELISSA	SECRETARY II ATTEN	AC2	AC3

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Work Order No. \_\_\_\_\_

# EASEMENT

This Instrument Prepared By

Sec. 17, Twp 32 S, Rge 39 E

Name: **Frank S. Cuccurese, PSM**

Parcel I.D. #32391700001003000001.0  
(Maintained by County Appraiser)

Co. Name: **Carter Associates, Inc.**  
Address **1708 21st Street**  
**Vero Beach, FL 32960**

Form 3722 (Stocked) Rev. 7/94

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The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

Reserved for Circuit Court

### See Attached Exhibit "A"

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
(Witness' Signature)

Print Name \_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness' Signature)

Print Name \_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Corporate's name)

By: \_\_\_\_\_  
(President's signature)

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

Print Address: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Secretary's signature)

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

Print Address: \_\_\_\_\_

\_\_\_\_\_  
(Corporate Seal)

STATE OF \_\_\_\_\_ AND COUNTY OF \_\_\_\_\_. The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, and \_\_\_\_\_ respectively the \_\_\_\_\_ President and \_\_\_\_\_ Secretary of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation, who are personally known to me or have produced \_\_\_\_\_ as identification, and who did (did not) take an oath.

(Type of Identification)

My Commission Expires:

\_\_\_\_\_  
Notary Public, Signature

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

# EXHIBIT "A"

DESCRIPTION OF FLORIDA POWER AND LIGHT (F.P.L.) UTILITY EASEMENT:  
(COMPRISED OF THREE SEGMENTS)

COMMENCING AT THE SOUTHWEST CORNER OF TRACT 6, IN SECTION 17, TOWNSHIP 32 SOUTH, RANGE 39 EAST, ACCORDING TO THE LAST GENERAL PLAT OF LANDS OF THE INDIAN RIVER FARMS COMPANY SUBDIVISION, AS RECORDED IN THE OFFICE OF THE CLERK OF THE COURT IN PLAT BOOK 2, PAGE(S) 25, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA. RUN NORTH 00°10'24" EAST, ALONG THE WEST TRACT LINE OF TRACT 6, IN SECTION 17, TOWNSHIP 32 SOUTH, RANGE 39 EAST, A DISTANCE OF 1,011.74 FEET; THENCE LEAVING SAID TRACT LINE RUN NORTH 88°54'43" EAST, A DISTANCE OF 111.71 FEET TO THE POINT OF BEGINNING OF SEGMENT 'A', ALSO BEING A CENTERLINE OF A TEN FOOT WIDE UTILITY EASEMENT, SAID CENTERLINE BEING FIVE FEET EACH SIDE OF THE FOLLOWING:

SOUTH 88°54'43" WEST, A DISTANCE OF 71.09 FEET; THENCE NORTH 83°00'59" WEST, A DISTANCE OF 67.64 FEET; THENCE SOUTH 57°46'50" WEST, A DISTANCE OF 43.70 FEET; THENCE SOUTH 73°44'48" WEST, A DISTANCE OF 67.95 FEET; THENCE SOUTH 79°10'09" WEST, A DISTANCE OF 176.09 FEET; THENCE SOUTH 33°44'30" WEST, A DISTANCE OF 54.61 FEET; THENCE SOUTH 27°18'06" WEST, A DISTANCE OF 73.60 FEET; THENCE SOUTH 01°09'37" EAST, A DISTANCE OF 197.31 FEET TO POINT 'B' AND THE TERMINUS OF SEGMENT 'A' TEN FOOT WIDE UTILITY EASEMENT;

AND TOGETHER WITH A 20 FOOT X 20 FOOT WIDE UTILITY EASEMENT DESCRIBED AS FOLLOWS:

THENCE RETURNING TO POINT 'A' OF SEGMENT 'A', ALSO BEING THE POINT OF BEGINNING OF SEGMENT 'B', RUN NORTH 01°05'17" WEST, A DISTANCE OF 10.00; THENCE RUN NORTH 88°54'43" EAST, A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 01°05'17" EAST, A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 88°54'43" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 01°05'17" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF SEGMENT 'B';

AND TOGETHER WITH A 20 FOOT X 18 FOOT WIDE UTILITY EASEMENT DESCRIBED AS FOLLOWS:

THENCE RETURNING TO POINT 'B' OF SEGMENT 'A', ALSO BEING THE POINT OF BEGINNING OF SEGMENT 'C', RUN NORTH 88°50'23" EAST, A DISTANCE OF 10.00 FEET; THENCE RUN SOUTH 01°09'37" EAST, A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 88°50'23" WEST, A DISTANCE OF 18.00 FEET; THENCE RUN NORTH 01°09'37" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 88°50'23" EAST, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING OF SEGMENT 'C'.

THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR PROLONGED TO MEET AT ANGLE POINTS AND LOT LINES.

THE ABOVE EASEMENT LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.  
CONTAINING 8,279.95 SQUARE FEET, MORE OR LESS

**SURVEYOR'S NOTES:**

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
2. NO SEARCH WAS MADE OF THE PUBLIC RECORDS BY THIS FIRM OR SURVEYOR FOR RIGHTS-OF-WAY, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF RECORDS.
3. ANY EXISTING IMPROVEMENTS, FOUNDATIONS AND UNDERGROUND UTILITIES WERE NOT FIELD OBSERVED OR RECORDED FOR THIS SKETCH AND DESCRIPTION. LIMITED GRAPHICS OF PROPOSED AND OR EXISTING UNDER GROUND UTILITIES WERE OBTAINED FROM PAST ENGINEERING PLANS AD ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
4. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2007, AND ARE PROJECTED IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (901) AND ARE REFERENCED TO THE ESTABLISHED AND MONUMENTED LINE SHOWN HEREON LABELED AS THE BEARING BASIS.
5. THIS MAP IS A SKETCH AND DESCRIPTION ONLY. A BOUNDARY SURVEY WAS NOT PERFORMED TO DELINEATE THE BOUNDARY LIMITS OF THE DESCRIBED UTILITY EASEMENT.
6. THE DESCRIPTION SHOWN HEREON WAS DEVELOPED BY THE PROFESSIONAL SURVEYOR AND MAPPER WITH THE AID OF THE PROPOSED ENGINEERS SITE PLAN AND PARTIAL AS-BUILT RECORDS.
7. THIS SKETCH AND DESCRIPTION IS COMPRISED OF 3 PAGES. ONE IS NOT VALID WITHOUT THE OTHER.

CERTIFIED TO:  
SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
FLORIDA POWER AND LIGHT COMPANY

  
 FRANK S. CUCCURESE, FL. P.S. 476  
 C.M. LB. 205 SIGNATURE DATE: 5/18/2015

15. 05. 057 AU  
 8/11/2015 10:04:40 AM  
 11-66263 105 000 174 12017

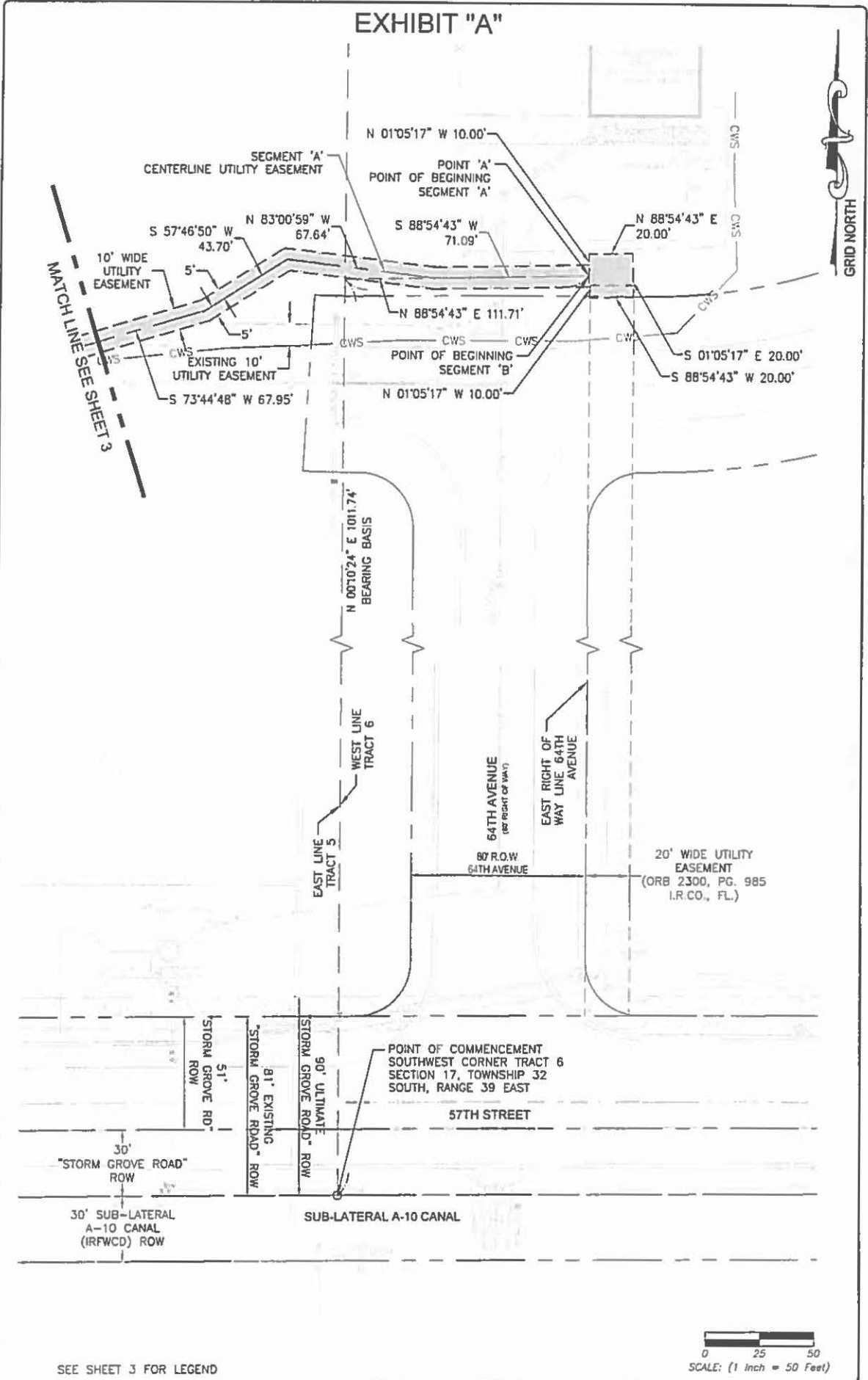
 <b>CARTER ASSOCIATES, INC.</b> CONSULTING ENGINEERS AND LAND SURVEYORS 1708 21st STREET, VERO BEACH, FL 32960 TEL: (772) 562-4191 FAX: (772) 562-7180	DATE	MAY 2015
	PROJ. #	14 4563
	DRAWN BY	DM
	APP'D BY	FSC
	PLT BY	Frank Cuccurese
	REF. #	13 62E
	F.R. & PG.	785/11-

<b>S.D.I.R.C. ADMINISTRATION BUILDING</b> TR. 5 & PART TR. 3, 4 & 6, SEC. 17, TWP. 32 S., RGE. 39E INDIAN RIVER COUNTY, FLORIDA FLORIDA POWER AND LIGHT COMPANY UTILITY EASEMENT
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SHEET 1 of 3 Date: 5/18/2015
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# EXHIBIT "A"



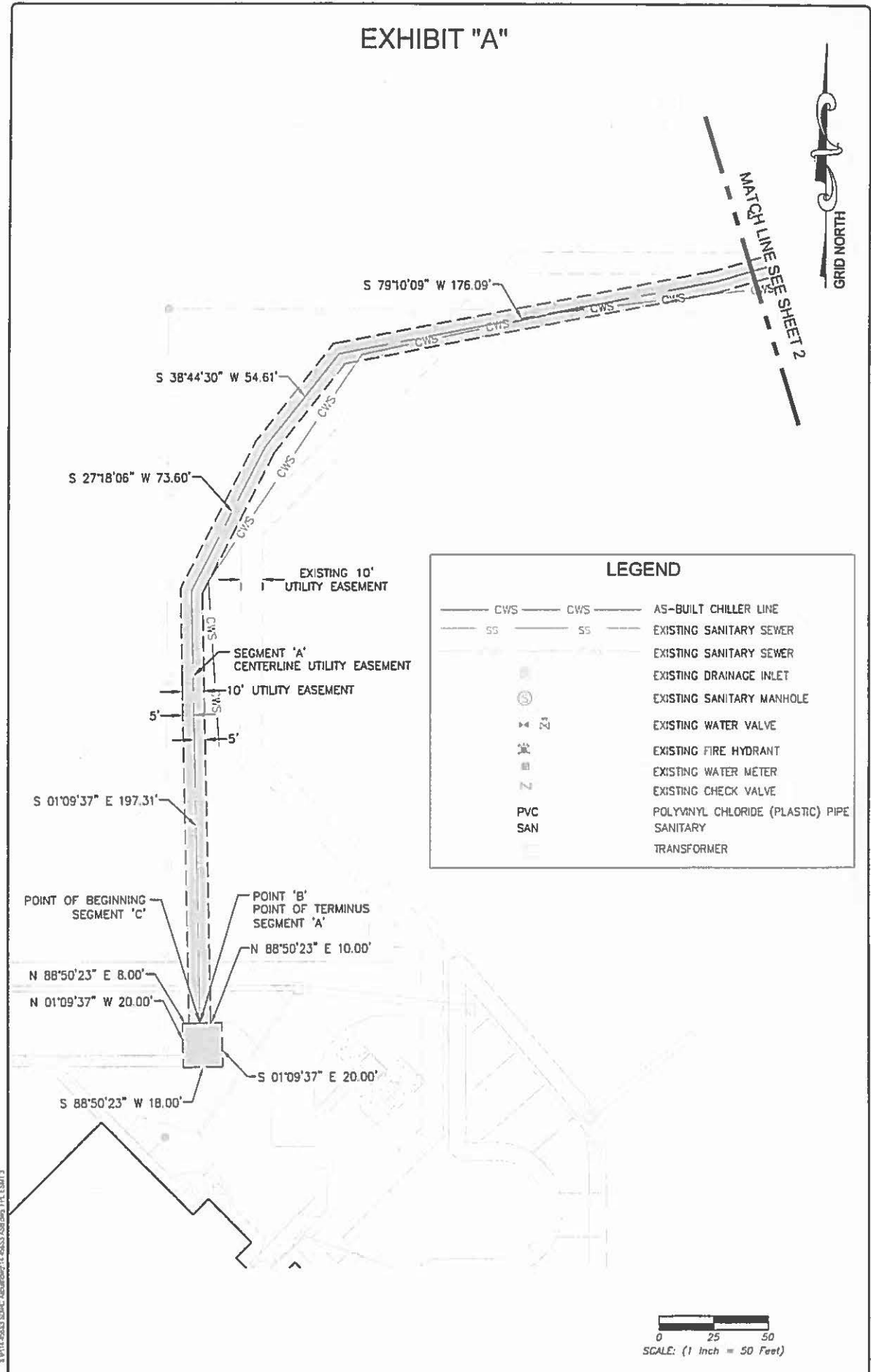
E:\14-0013\3016\400\map714-2653-108.dwg PPL E5072

SEE SHEET 3 FOR LEGEND

0 25 50  
SCALE: (1 Inch = 50 Feet)

<b>CAI</b> <small>Surveying Florida Since 1911</small> <b>CARTER ASSOCIATES, INC.</b> CONSULTING ENGINEERS AND LAND SURVEYORS 1708 21st STREET, VERO BEACH, FL 32980 TEL: (772) 562-4181 FAX: (772) 562-7180	DATE: MAY 2015 PROJ #: 144523 DRAWN BY: DJM APP'D BY: FSC PLOT BY: Frank Occurrence REF #: 13-02E F.B. & P.G. 785/41-	<b>S.D.I.R.C. ADMINISTRATION BUILDING</b> TR. 5 & PART TR. 3, 4 & 6, SEC. 17, TWP. 32 S., RGE. 39E INDIAN RIVER COUNTY, FLORIDA FLORIDA POWER AND LIGHT COMPANY <b>UTILITY EASEMENT</b>	<b>SHEET</b> <b>2 of 3</b> Draw # 19820-A
	Consent C - 6/9/2015		

# EXHIBIT "A"



LEGEND	
— CWS —	AS-BUILT CHILLER LINE
— SS —	EXISTING SANITARY SEWER
—	EXISTING SANITARY SEWER
—	EXISTING DRAINAGE INLET
⊙	EXISTING SANITARY MANHOLE
⊕	EXISTING WATER VALVE
⊕	EXISTING FIRE HYDRANT
⊕	EXISTING WATER METER
⊕	EXISTING CHECK VALVE
PVC	POLYVINYL CHLORIDE (PLASTIC) PIPE
SAN	SANITARY
⊕	TRANSFORMER

8/19/14 4:52:53 PM C:\Users\j... \Public\14-0553.dwg PLOT: EXHIBIT 3

**CAI** Survey Florida Since 1911 **CARTER ASSOCIATES, INC.**  
 CONSULTING ENGINEERS AND LAND SURVEYORS  
 1708 21st STREET, VERO BEACH, FL 32960  
 TEL: (772) 582-4191 FAX: (772) 582-7180

DATE: MAY 2015  
 PROJ # 14-4525  
 DRAWN BY: DJM  
 APP'D BY: FSC  
 PLOT BY: Frank Cuzzocrea  
 REF # 13-62E  
 P.B. & PG. 785(41)+

**S.D.I.R.C. ADMINISTRATION BUILDING**  
 TR. 5 & PART TR. 3, 4 & 6, SEC. 17, TWP. 32 S., RGE. 39E  
 INDIAN RIVER COUNTY, FLORIDA  
 FLORIDA POWER AND LIGHT COMPANY  
 UTILITY EASEMENT

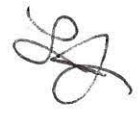
**SHEET**  
**3 of 3**  
 Dwg # 10020-A

Consent C-16/9/2015

# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

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



Date: May 20, 2015  
To: School Board Members  
From: Todd Racine, Sebastian River HS Principal  
Regarding: Donation

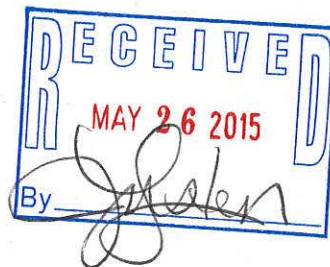
A donation of \$1100.00 was received from the Fellsmere Frog Leg Festival. The funds were a donation to SRHS boys and girls Tennis.

The funds will be used for travel, awards, student recognition, supplies and equipment.

The funds were deposited into internal account, boys and girls Tennis.

Sincerely,

  
Todd Racine  
Principal



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

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



# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

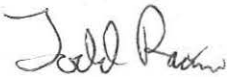
Telephone: (772) 564-4170 • Fax: (772) 564-4182

Date: May 20, 2015  
To: School Board Members  
From: Todd Racine, Sebastian River HS Principal  
Regarding: Donation

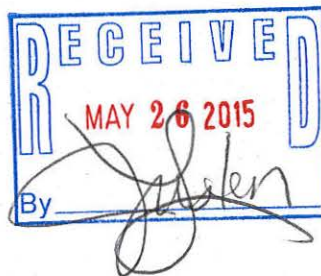
A donation of \$1500.00 was received from the Fellsmere Frog Leg Festival. The funds were a donation to SRHS Future Business Leaders of America.

The funds will be used for travel, awards, and student recognition. The funds were deposited into internal account, FBLA.

Sincerely,



Todd Racine  
Principal



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

Todd Racine  
Principal

Dariyall Brown  
Assistant Principal

Jessica Keaton  
Assistant Principal

Kelly Ward  
Assistant Principal

William Wilson III  
Assistant Principal

Stephanie Cleveland  
Guidance Counselor

Kim O'Keefe  
Guidance Counselor

Wendy Palmer  
Guidance Counselor

Lynn Phillips  
Guidance Counselor

Enrique Valencia  
Guidance Counselor





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

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
Amendment # 2 - February through April 2015  
General Fund**

<b>ESTIMATED REVENUE</b>					
	Function	Revised Budget	Increase	Decrease	Revised Budget
<b>Grand Totals</b>		159,892,475.52	207,348.35	181,281.00	159,918,542.87
Federal Direct Sources	3100	150,000.00	0.00	0.00	150,000.00
Federal Through State Sources	3200	400,000.00	0.00	0.00	400,000.00
State Sources	3300	41,785,303.17	18,934.31	0.00	41,804,237.48
Local Sources	3400	92,427,421.34	188,414.04	0.00	92,615,835.38
Transfers	3600	4,526,397.00	0.00	181,281.00	4,345,116.00
Other Financing Sources	3700	79,436.15	0.00	0.00	79,436.15
Fund Equity	2700	20,523,917.86	0.00	0.00	20,523,917.86
<b>APPROPRIATIONS</b>					
	Function	Revised Budget	Increase	Decrease	Revised Budget
Instructional Services	5000	90,033,594.62	0.00	533,132.02	89,500,462.60
Pupil Personnel Services	6100	3,728,541.62	66,719.02	0.00	3,795,260.64
Instructional Media Services	6200	1,985,065.88	0.00	5,235.08	1,979,830.80
Instructional Curriculum Development	6300	2,991,034.85	12,763.66	0.00	3,003,798.51
Instructional Staff Training	6400	1,492,561.27	56,021.82	0.00	1,548,583.09
Instructional Related Technology	6500	3,344,491.46	25,361.12	0.00	3,369,852.58
Board of Education	7100	1,164,136.49	4,819.38	0.00	1,168,955.87
General Administration	7200	411,802.96	232,007.72	0.00	643,810.68
School Administration	7300	8,202,697.32	13,768.07	0.00	8,216,465.39
Facilities Acquisition and Construction	7400	1,376,636.69	87,843.77	0.00	1,464,480.46
Fiscal Services	7500	1,139,212.53	10,307.20	0.00	1,149,519.73
Food Services	7600	0.00	12,015.41	0.00	12,015.41
Central Services	7700	2,218,014.68	2,370.77	0.00	2,220,385.45
Transportation Services	7800	5,041,584.29	65,037.53	0.00	5,106,621.82
Operation Services	7900	12,697,799.15	17,701.28	0.00	12,715,500.43
Maintenance Services	8100	2,989,292.89	28,048.84	0.00	3,017,341.73
Administrative Technology Services	8200	7,086,127.68	0.00	70,351.14	7,015,776.54
Community Services	9100	0.00	0.00	0.00	0.00
Debt Services	9200	0.00	0.00	0.00	0.00
Transfers	9700	0.00	0.00	0.00	0.00
Budgeted Fund Balance		13,989,881.14	0.00	0.00	13,989,881.14
<b>Grand Totals</b>		159,892,475.52	634,785.59	608,718.24	159,918,542.87

Adopted By Board: June 9, 2015

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

## General Fund - Amendment # 2

### ESTIMATED REVENUES

Total estimated revenues increased by \$26,067.35 for the months of February, March and April 2015

#### **Object Code 3300 - State Sources:**

\$ 201,841.31 - Increase estimated revenue budget for the FEFP- 4th Calculation  
\$ 16,570.00 - Increase estimated revenue budget for the Voluntary Pre-K Program - July summer revenue to actual  
\$ (108,491.00) - Decrease estimated revenue budget for Lottery Funds increase in FEFP funding - 4th Calculation  
\$ (90,986.00) - Decrease estimated revenue budget for School Recognition Funds - 4th Calculation  
\$ 18,934.31

#### **Object Code 3400 - Local Sources:**

\$ 14,709.40 - Increase estimated revenue budget for the Literacy and the Lagoon grant  
\$ 4,428.60 - Increase estimated revenue budget for the Advanced Professional Development Concious Discipline grant  
\$ 25,000.00 - Increase estimated revenue budget for the Pre-Kindergarten to Kindergarten grant  
\$ 36,819.68 - Increase estimated revenue budget for the Pre-Kindergarten Smart Tables grant  
\$ 35,000.00 - Increase estimated revenue budget for the Treasure Coast Elementary Pre-Kindergarten Summer Transition grant  
\$ 48,586.36 - Increase estimated revenue budget for the Vision Screener donation  
\$ 23,870.00 - Increase estimated revenue budget for collection of internal accounts reimbursement - Various Schools  
\$ 188,414.04

#### **Object Code 3600 - Transfers:**

\$ (181,281.00) - Decrease in budgeted transfer for State Charter School Capital Outlay funds  
\$ (181,281.00)

### APPROPRIATIONS

Changes in the Appropriations budget changes are reflected as follows:

\$ 23,870.00 - Increase appropriations budget for collection of internal accounts reimbursement - Various Schools  
\$ 16,570.00 - Increase appropriations budget for the Voluntary Pre-Kindergarten July Summer Program  
\$ 14,709.40 - Increase appropriations budget for the Lagoon and Literacy grant  
\$ 4,428.60 - Increase appropriations budget for the Advanced Professional Development Concious Discipline grant  
\$ 25,000.00 - Increase appropriations budget for the Pre-Kindergarten to Kindergarten grant  
\$ 36,819.68 - Increase appropriations budget for the Pre-Kindergarten Smart Tables grant  
\$ 35,000.00 - Increase appropriations budget for the Treasure Coast Elementary Pre-Kindergarten Summer Transition grant  
\$ 48,586.36 - Increase appropriations budget for the Vision Screener donation  
\$ 2,364.31 - Increase appropriations budget for the 4th FEFP Calculation  
\$ (181,281.00) - Decrease appropriations budget for Charter School Capital Outlay state allocation  
\$ 26,067.35 Net increase in appropriations budget

### FUND BALANCE:

There was no change in Budgeted Fund Balance

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

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
Amendment # 2 - November 2014 - April 2015  
Special Revenue- Food Service**

<b>ESTIMATED REVENUE</b>					
	Function	Beginning Budget	Increase	Decrease	Revised Budget
<b>Totals</b>		10,930,153.76	0.00	0.00	10,930,153.76
National School Lunch Act	3260	5,499,916.20	0.00	0.00	5,499,916.20
USDA Donated Commodities	3265	243,234.30	0.00	0.00	243,234.30
Other Food Service Revenue	3268-3299	236,150.00	0.00	0.00	236,150.00
Summer Food Service Program	3267	250,000.00	0.00	0.00	250,000.00
Food Service Supplement	3300	116,483.00	0.00	0.00	116,483.00
Interest on Investments	3431	1,800.00	0.00	0.00	1,800.00
Food Services	3450	1,762,975.57	0.00	0.00	1,762,975.57
Fund Equity	2700	2,819,594.69	0.00	0.00	2,819,594.69
<b>APPROPRIATIONS</b>					
	Function/Object	Beginning Budget	Increase	Decrease	Revised Budget
Salaries	7600 - 100	2,695,558.33	29,563.51	0.00	2,725,121.84
Employee Benefits	7600 - 200	1,003,020.90	2,526.08	0.00	1,005,546.98
Purchased Services	7600 - 300	149,057.91	0.00	1,400.00	147,657.91
Energy Services	7600 - 400	310,389.36	0.00	0.00	310,389.36
Materials and Supplies	7600 - 500	3,930,987.69	33,960.41	0.00	3,964,948.10
Capital Outlay	7600 - 600	208,522.95	0.00	20,600.00	187,922.95
Other Expenses	7600 - 700	297,581.41	0.00	44,050.00	253,531.41
Fund Balance		2,335,035.21	0.00	0.00	2,335,035.21
<b>Totals</b>		10,930,153.76	66,050.00	66,050.00	10,930,153.76

Adopted By Board: June 9, 2015

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

**School District of Indian River County  
Food Service Budget Amendment  
Amendment #2 - November 2014 - April 2015**

**ESTMATED REVENUES:**

Net increase/(decrease) in revenue budget \$ -

**APPROPRIATIONS:**

Net increase/(decrease) in appropriations \$ -

**FUND BALANCE:**

No increase/decrease in fund balance \$ -

**TRANSPORTATION SERVICES AGREEMENT**

This **AGREEMENT** is between:

Company: **School Board of Indian River County**  
Address: **1990 25<sup>th</sup> Street**  
**Vero Beach, FL 32960**

And

Company: **Boys & Girls Clubs of Indian River County**  
Address: **1729 17<sup>th</sup> Avenue**  
**Vero Beach, FL 32960**

The **SCHOOL BOARD OF INDIAN RIVER COUNTY**, herein after referred to as the "**SBIRC**" and the **Boys & Girls Club of Indian River County**, herein after referred to as the **BGCIRC**.

Services under this agreement shall include the following periods: July 1, 2015 until June 30, 2016. Services under this agreement shall begin July 1, 2015 or the date this **AGREEMENT** is signed by both parties, whichever is later and shall be completed June 30, 2016. This agreement consists of pages 1 through 4.

Letter of self-insurance: \_\_\_\_\_  
(attached) \_\_\_\_\_  
\_\_\_\_\_

1. **SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

This contract may not be sold, transferred or assigned without the written approval of the **BGCIRC** and the written approval of **SBIRC**.

2. **CONDITIONS OF CONTRACT**

**BGCIRC** shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal law, rules and regulations applicable to business to be carried on under this contract.

3. **INDEMNITY/HOLD HARMLESS AGREEMENT**

**BGCIRC** agrees to protect, defend, indemnify and hold harmless the **SBIRC** including the Superintendent, Board staff, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by **SBIRC** under the terms of this **AGREEMENT**. Without limiting the foregoing, any and all such claims, suits or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decrees of any court, shall be included in the indemnity hereunder.

4. **DESCRIPTION OF ENTITY AND OFFICES TO BE SERVED**

The customers to be served under the **AGREEMENT** are youths residing in Indian River County, Florida. The service to be provided is transportation from designated pick-up locations to sites in Indian River County for **BGCIRC** sponsored programs and back from **BGCIRC** sponsored programs to the designated pick-up locations.

The           **SBIRC**           contact will be:

Patricia Chesnut  
Director of Transportation

(772) 978-8810  
Phone Number

The **BGCIRC** contact will be:

Elizabeth Thomason  
Name

(772) 299-7449  
Phone Number

Sherman Hotchkiss  
Name

(772) 299-7449  
Phone Number

5. **SCOPE OF SERVICES TO BE PERFORMED**

A. The following services will be performed by the **SBIRC**:

- Provide buses to transport eligible youths from strategic pick-up sites in Indian River County to **BGCIRC** for Special Services and from designated sites back to the assigned strategic pick-up locations.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **BGCIRC**.
- Provide **BGCIRC** contact person with a dated Mileage Checklist and Log Sheet Report showing the beginning, ending and total mileage traveled for each bus.

B. The following services will be performed by the **BGCIRC**:

- Pay **SBIRC** in accordance with the rate schedule listed in #7 Rate Schedule.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **BGCIRC**.

C. All granting of transportation services requests shall be subject to the availability of drivers and vehicles. The **SBIRC** reserves the right to cancel any services that may interfere with the daily operations of the **SBIRC**.

6. **PAYMENT**

Payment will be due when invoices are processed and received by **BGCIRC**.  
Monthly invoices must be sent to:

**Company:** Boys & Girls Clubs of Indian River County  
**Address:** 1729 17<sup>th</sup> Avenue  
Vero Beach, FL 32960

**Contact Name:** Elizabeth Thomason  
**Telephone Number:** (772) 299-7449

This invoice shall be sent upon receipt of the Mileage Checklist and Log Sheet Report.

Either party can cancel the contract with thirty (30) days written notice to the last known address of **BGCIRC** and **SBIRC**.

7. **RATE SCHEDULE**

In addition, the **BGCIRC** further agrees that all expenses incurred for transportation services, including driver rates, fringes and board approved mileage rate will be borne by the **BGCIRC**.

8. **SERVERABILITY**

If any portion of this **AGREEMENT** is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

The parties agree to comply with all the terms and provisions of this **AGREEMENT**, including the attachments.

District Transportation Contact: Patricia Chesnut, Director of Transportation  
Telephone Number: (772) 978-8810

APPROVED BY:

Boys & Girls Clubs of Indian River County

Elizabeth Thomason  
Signature

Elizabeth Thomason  
Typed Name

Executive Director  
Title

4-27-15  
Date

APPROVED BY:

The School Board of Indian River County

\_\_\_\_\_  
Signature

Dr. Frances J. Adams, Ed. D.  
Typed Name

Superintendent of SBIRC  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Matthew McCain  
Typed Name

Chairman of School Board of IRC  
Title

\_\_\_\_\_  
Date

Revised: 4-20-15





# CERTIFICATE OF LIABILITY INSURANCE

BOYS&-3 OP ID: SF

DATE(MM/DD/YYYY)

05/15/15

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

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

<b>PRODUCER</b> Brown & Brown Insurance - Vero Vero Division 817 Beachland Blvd Vero Beach, FL 32963 Kenneth D. Felten, LUTCF	Phone: 772-231-2828 Fax: 772-231-4413	<b>CONTACT NAME:</b> Sandy Feys <b>PHONE (A/C, No, Ext):</b> 772-469-1512 <b>E-MAIL ADDRESS:</b> sfeys@bbvero.com	<b>FAX (A/C, No):</b> 772-231-4413													
	<b>INSURED</b> Boys & Girls Club of Indian River County, Inc. 1729 17th Avenue Vero Beach, FL 32960		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: *Arch Insurance Company*</td> <td>11150</td> </tr> <tr> <td>INSURER B: *FFVA Mutual Insurance Co*</td> <td>10385</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: *Arch Insurance Company*	11150	INSURER B: *FFVA Mutual Insurance Co*	10385	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #															
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INSURER B: *FFVA Mutual Insurance Co*	10385															
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	NCPKG0191303	12/13/14	12/13/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> Professional Liab						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Abuse/Molestation						GENERAL AGGREGATE \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 3,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY			NCAUT0191303	12/13/14	12/13/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			NCFXS0191302	12/13/14	12/13/15	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE						\$
DED <input checked="" type="checkbox"/> RETENTION \$ 10000							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	WC840-0030781-2014A	09/13/14	09/13/15	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate Holder is an additional insured as required by written contract, waiver of subrogation applies.

<b>CERTIFICATE HOLDER</b>  Indian River County School District 1990 25th St Vero Beach, FL 32960	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**NOTEPAD:**

HOLDER CODE  
INSURED'S NAME Boys & Girls Club of Indian

BOYS&-3  
OP ID: SF

PAGE 2  
DATE 05/15/15

GL Other Type Ins: - Employee Benefits E&O \$1,000,000 Each Claim /  
\$1,000,000 Aggregate (Claims Made Coverage) Retroactive Date 09/13/04

**TRANSPORTATION SERVICES AGREEMENT**

This **AGREEMENT** is between:

Company: **School Board of Indian River County**  
Address: **1990 25<sup>th</sup> Street**  
**Vero Beach, FL 32960**

And

Company: **Gifford Youth Achievement Center, Inc.**  
Address: **4875 43<sup>rd</sup> Avenue**  
**Vero Beach, FL 32967**

The **SCHOOL BOARD OF INDIAN RIVER COUNTY**, herein after referred to as the "**SBIRC**" and the **Gifford Youth Activity Center**, herein after referred to as the **GYAC**.

Services under this agreement shall include the following periods: July 1, 2015 until June 30, 2016. Services under this agreement shall begin July 1, 2015 or the date this **AGREEMENT** is signed by both parties, whichever is later and shall be completed June 30, 2016. This agreement consists of pages 1 through 4.

Letter of self-insurance: \_\_\_\_\_  
(attached) \_\_\_\_\_  
\_\_\_\_\_

1. **SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

This contract may not be sold, transferred or assigned without the written approval of the **GYAC** and the written approval of **SBIRC**.

2. **CONDITIONS OF CONTRACT**

**GYAC** shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal law, rules and regulations applicable to business to be carried on under this contract.

3. **INDEMNITY/HOLD HARMLESS AGREEMENT**

**GYAC** agrees to protect, defend, indemnify and hold harmless the **SBIRC** including the Superintendent, Board staff, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by **SBIRC** under the terms of this **AGREEMENT**. Without limiting the foregoing, any and all such claims, suits or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decrees of any court, shall be included in the indemnity hereunder.

4. **DESCRIPTION OF ENTITY AND OFFICES TO BE SERVED**

The customers to be served under the **AGREEMENT** are youths residing in Indian River County, Florida. The service to be provided is transportation from designated pick-up locations to sites in Indian River County for **GYAC** sponsored programs and back from **GYAC** sponsored programs to the designated pick-up locations.

The SBIRC contact will be:

Patricia Chesnut  
Director of Transportation

(772) 978-8810  
Phone Number

The GYAC contact will be:

Angelia Perry  
Name

(772) 794-1005 Ex 222  
Phone Number

Freddie Woolfork  
Name

(772) 794-1005 Ex 234  
Phone Number

5. **SCOPE OF SERVICES TO BE PERFORMED**

A. The following services will be performed by the **SBIRC**:

- Provide buses to transport eligible youths from strategic pick-up sites in Indian River County to **GYAC** for Special Services and from designated sites back to the assigned strategic pick-up locations.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **GYAC**.
- Provide **GYAC** contact person with a dated Mileage Checklist and Log Sheet Report showing the beginning, ending and total mileage traveled for each bus.

B. The following services will be performed by the **GYAC**:

- Pay **SBIRC** in accordance with the rate schedule listed in #7 Rate Schedule.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **GYAC**.

C. All granting of transportation services requests shall be subject to the availability of drivers and vehicles. The **SBIRC** reserves the right to cancel any services that may interfere with the daily operations of the **SBIRC**.

6. **PAYMENT**

Payment will be due when invoices are processed and received by **GYAC**.  
Monthly invoices must be sent to:

**Company:** Gifford Youth Achievement Center, Inc.  
**Address:** 4875 43<sup>rd</sup> Avenue  
Vero Beach, FL 32967  
**Contact Name:** Angelia Perry, Executive Director  
**Telephone Number:** (772) 794-1005 Ex 222

This invoice shall be sent upon receipt of the Mileage Checklist and Log Sheet Report.

Either party can cancel the contract with thirty (30) days written notice to the last known address of **GYAC** and **SBIRC**.

7. **RATE SCHEDULE**

In addition, the **GYAC** further agrees that all expenses incurred for transportation services, including driver rates, fringes and board approved mileage rate will be borne by the **GYAC**.

8. **SERVERABILITY**

If any portion of this **AGREEMENT** is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

The parties agree to comply with all the terms and provisions of this **AGREEMENT**, including the attachments.

District Transportation Contact: Patricia Chesnut, Director of Transportation  
Telephone Number: (772) 978-8810

APPROVED BY:

Gifford Youth Achievement Center, Inc.

Angelia Perry  
Signature

Angelia Perry  
Typed Name

Executive Director  
Title

April 27, 2015  
Date

APPROVED BY:

The School Board of Indian River County

\_\_\_\_\_  
Signature

Dr. Frances J. Adams, Ed. D.  
Typed Name

Superintendent of SBIRC  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Matthew McCain  
Typed Name

Chairman of School Board of IRC  
Title

\_\_\_\_\_  
Date

Revised: 4-20-15



# CERTIFICATE OF LIABILITY INSURANCE

GIFFO-1

OP ID: NF

DATE (MM/DD/YYYY)  
05/20/2015

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

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

<b>PRODUCER</b> Schwartz Insurance Agency Inc. 500 West Madison St., Ste 2760 Chicago, IL 60661 Michael L. Schwartz	<b>CONTACT NAME:</b> Nancy Fletcher <b>PHONE (A/C, No, Ext):</b> 312-630-0800 <b>FAX (A/C, No):</b> 312-648-4585 <b>E-MAIL ADDRESS:</b> nancy@schwartzinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Gifford Youth Achievement Center, Inc. Angelia Perry 4875 43rd Ave Vero Beach, FL 32967	<b>INSURER A :</b> Market Insurance Company	
	<b>INSURER B :</b> Progressive Insurance Company	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

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

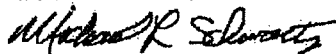
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Hired Auto Liab <input type="checkbox"/> NonOwned Auto Lta GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		8502CY3955891	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PO AGG \$ 1,000,000 NOHA Liab \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALLOWED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			01654457-1	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			8502CY3955891	06/01/2015	06/01/2016	Per Act 1,000,000 Aggregate 3,000,000

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

Certificate Holder is an Additional Insured with respect to General Liability coverage if required by written contract or agreement.

**CERTIFICATE HOLDER****CANCELLATION**

School District of Indian River County 1990 25th St Vero Beach, FL 32960	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2014/01)

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TRANSPORTATION SERVICES AGREEMENT

This AGREEMENT is between:

Company: School Board of Indian River County  
Address: 1990 25<sup>th</sup> Street  
Vero Beach, FL 32960

And

Company: Environmental Learning Center, Inc  
Address: 255 Live Oak Drive  
Vero Beach, FL 32963

The SCHOOL BOARD OF INDIAN RIVER COUNTY, herein after referred to as the "SBIRC" and the Environmental Learning Center, Inc., herein after referred to as the ELC.

Services under this agreement shall include the following periods: July 1, 2015 until June 30, 2016. Services under this agreement shall begin July 1, 2015 or the date this AGREEMENT is signed by both parties, whichever is later and shall be completed June 30, 2016. This agreement consists of pages 1 through 4.

Letter of self-insurance: \_\_\_\_\_  
(attached) \_\_\_\_\_  
\_\_\_\_\_

1. SELLING, TRANSFERRING OR ASSIGNING CONTRACT

This contract may not be sold, transferred or assigned without the written approval of the Environmental Learning Center, Inc. and the written approval of SBIRC.

2. CONDITIONS OF CONTRACT

ELC shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal law, rules and regulations applicable to business to be carried on under this contract.

3. INDEMNITY/HOLD HARMLESS AGREEMENT

Environmental Learning Center, Inc. agrees to protect, defend, indemnify and hold harmless the SBIRC including the Superintendent, Board staff, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by SBIRC under the terms of this AGREEMENT. Without limiting the foregoing, any and all such claims, suits or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decrees of any court, shall be included in the indemnity hereunder.



4. **DESCRIPTION OF ENTITY AND OFFICES TO BE SERVED**

The customers to be served under the **AGREEMENT** are youths residing in Indian River County, Florida. The service to be provided is transportation from designated pick-up locations to sites in Indian River County for **ELC** sponsored programs and back from **ELC** sponsored programs to the designated pick-up locations.

The           **SBIRC**           contact will be:

Patricia Chesnut  
Director of Transportation

(772) 978-8810  
Phone Number

The **ELC** contact will be:

Molly Steinwald, Executive Director  
Name

(772) 589-5050  
Phone Number

5. **SCOPE OF SERVICES TO BE PERFORMED**

A. The following services will be performed by the **SBIRC**:

- Provide buses to transport eligible youths from strategic pick-up sites in Indian River County to **Environmental Learning Center, Inc.** for Special Services and from designated sites back to the assigned strategic pick-up locations.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **ELC**.
- Provide **ELC** contact person with a dated Mileage Checklist and Log Sheet Report showing the beginning, ending and total mileage traveled for each bus.

B. The following services will be performed by the **ELC**:

- Pay **SBIRC** in accordance with the rate schedule listed in #7 Rate Schedule.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the Environmental Learning Center, Inc.

C. All granting of transportation services requests shall be subject to the availability of drivers and vehicles. The **SBIRC** reserves the right to cancel any services that may interfere with the daily operations of the **SBIRC**.

6. **PAYMENT**

Payment will be due when invoices are processed and received by **ELC**.  
Monthly invoices must be sent to:

Company: **Environmental Learning Center, Inc.**  
Address: **255 Live Oak Drive**  
**Vero Beach, FL 32963**

Contact Name: **Molly Steinwald, Executive Director**  
Telephone Number: **772-589-5050**

This invoice shall be sent upon receipt of the Mileage Checklist and Log Sheet Report.

Either party can cancel the contract with thirty (30) days written notice to the last known address of **ELC** and **SBIRC**.

7. **RATE SCHEDULE**

In addition, the **ELC** further agrees that all expenses incurred for transportation services, including driver rates, fringes and board approved mileage rate will be borne by the **ELC**.

8. **SERVERABILITY**

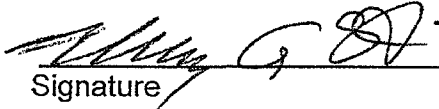
If any portion of this **AGREEMENT** is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

The parties agree to comply with all the terms and provisions of this **AGREEMENT**, including the attachments.

District Transportation Contact: Patricia Chesnut, Director of Transportation  
Telephone Number: (772) 978-8810

APPROVED BY:

Environmental Learning Center, Inc

  
Signature

Molly Steinwald  
Typed Name

Executive Director  
Title

4/27/15  
Date

APPROVED BY:

The School Board of Indian River County

\_\_\_\_\_  
Signature

Dr. Frances J. Adams, Ed. D  
Typed Name

Superintendent of SBIRC  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Matthew McCain  
Typed Name

Chairman of School Board of IRC  
Title

\_\_\_\_\_  
Date

Revised: 04-20-15

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
5/15/15

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

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

PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: LEISURE	
	PHONE (A/C, No, Ext): 800-237-2917 FAX (A/C, No): 260-459-5990 E-MAIL ADDRESS: KK.EVENTSATTRACTIONS@KANDKINSURANCE.COM	
INSURED ENVIRONMENTAL LEARNING CENTER, INC. 255 LIVE OAK DRIVE VERO BEACH, FL 32963	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: NATIONAL CASUALTY COMPANY	11991
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

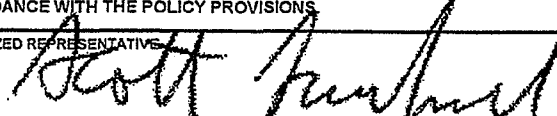
COVERAGES CERTIFICATE NUMBER: 1801255 REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY. WAIVER OF SUBROGATION APPLIES.

CERTIFICATE HOLDER	CANCELLATION
SCHOOL DISTRICT OF INDIAN RIVER COUNTY 1990 25TH STREET VERO BEACH, FL 32960	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 

**TRANSPORTATION SERVICES AGREEMENT**

This **AGREEMENT** is between:

Company: **School Board of Indian River County**  
Address: **1990 25<sup>th</sup> Street**  
**Vero Beach, FL 32960**

And

Company: **Dasie Bridgewater Hope Center, Inc.**  
Address: **8445-64<sup>th</sup> Avenue. P.O. Box 701483**  
**Wabasso, FL 32970**

The **SCHOOL BOARD OF INDIAN RIVER COUNTY**, herein after referred to as the "**SBIRC**" and the **Dasie Bridgewater Hope Center, Inc.** herein after referred to as the **DHC**.

Services under this agreement shall include the following periods: July 1, 2015 until June 30, 2016. Services under this agreement shall begin July 1, 2015 or the date this **AGREEMENT** is signed by both parties, whichever is later and shall be completed June 30, 2016. This agreement consists of pages 1 through 4.

Letter of self-insurance: \_\_\_\_\_  
(attached) \_\_\_\_\_  
\_\_\_\_\_

1. **SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

This contract may not be sold, transferred or assigned without the written approval of the **Dasie Bridgewater Hope Center, Inc.** and the written approval of **SBIRC**.

2. **CONDITIONS OF CONTRACT**

**DHC** shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal law, rules and regulations applicable to business to be carried on under this contract.

3. **INDEMNITY/HOLD HARMLESS AGREEMENT**

**DHC** agrees to protect, defend, indemnify and hold harmless the **SBIRC** including the Superintendent, Board staff, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by **SBIRC** under the terms of this **AGREEMENT**. Without limiting the foregoing, any and all such claims, suits or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decrees of any court, shall be included in the indemnity hereunder.

4. **DESCRIPTION OF ENTITY AND OFFICES TO BE SERVED**

The customers to be served under the **AGREEMENT** are youths residing in Indian River County, Florida. The service to be provided is transportation from designated pick-up locations to sites in Indian River County for **Dasie Bridgewater Hope Center, Inc.** sponsored programs and back from **Dasie Bridgewater Hope Center, Inc.** sponsored programs to the designated pick-up locations.

The           **SBIRC**           contact will be:

Patricia Chesnut  
Director of Transportation

(772) 978-8810  
Phone Number

The **DHC** contact will be:

Verna Wright  
Name

(772) 589-3535  
Phone Number

Carol Pinder / Kim Wright  
Name

(772) 589-3535  
Phone Number

5. **SCOPE OF SERVICES TO BE PERFORMED**

A. The following services will be performed by the **SBIRC**:

- Provide buses to transport eligible youths from strategic pick-up sites in Indian River County to **Dasie Bridgewater Hope Center, Inc.** for **Special Services** and from designated sites back to the assigned strategic pick-up locations.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **DHC**.
- Provide **DHC** contact person with a dated Mileage Checklist and Log Sheet Report showing the beginning, ending and total mileage traveled for each bus.

B. The following services will be performed by the **Dasie Bridgewater Hope Center, Inc.**:

- Pay **SBIRC** in accordance with the rate schedule listed in #7 Rate Schedule.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **Dasie Bridgewater Hope Center, Inc.**

C. All granting of transportation services requests shall be subject to the availability of drivers and vehicles. The **SBIRC** reserves the right to cancel any services that may interfere with the daily operations of the **SBIRC**.

6. **PAYMENT**

Payment will be due when invoices are processed and received by **DHC**.  
Monthly invoices must be sent to:

Company: Dasie Bridgewater Hope Center.  
Address: 8445-64<sup>th</sup> Avenue. P.O. Box 701483  
Wabasso, FL 32970

Contact Name: Verna Wright or Carol Pinder  
Telephone Number: 772-589-3535

This invoice shall be sent upon receipt of the Mileage Checklist and Log Sheet Report.

Either party can cancel the contract with thirty (30) days written notice to the last known address of **DHC** and **SBIRC**.

7. **RATE SCHEDULE**

In addition, the **DHC** further agrees that all expenses incurred for transportation services, including driver rates, fringes and board approved mileage rate will be borne by the **DHC**.

8. **SERVERABILITY**

If any portion of this **AGREEMENT** is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

The parties agree to comply with all the terms and provisions of this **AGREEMENT**, including the attachments.

District Transportation Contact: Patricia Chesnut, Director of Transportation  
Telephone Number: (772) 978-8810

APPROVED BY:

Dasie Bridgewater Hope Center, Inc.

  
Signature

Verna Wright  
Typed Name

Executive Director

Title

4-30-15  
Date

APPROVED BY:

The School Board of Indian River County

\_\_\_\_\_  
Signature

Dr. Frances J. Adams, Ed.D.  
Typed Name

Superintendent of SBIRC

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Matthew McCain  
Typed Name

Chairman of School Board of IRC  
Title

\_\_\_\_\_  
Date

Revised: 04-20-15





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/20/2015

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

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

**PRODUCER**  
Justine Rodgers Signature Insurance, LLC  
2010 6th Avenue  
  
Vero Beach FL 32960  
  
**INSURED**  
Dasie Bridge Water Hope Center  
8445 64th Ave  
  
Wabasso FL 32970

<b>CONTACT NAME:</b> Elizabeth Brackett
<b>PHONE (A/C No. Ext.:</b> (772) 778-9970
<b>FAX (A/C. No.:</b> (772) 778-9828
<b>E-MAIL ADDRESS:</b> elizabeth@signatureinsurancevb.com
<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURER A:</b> Scottsdale
<b>INSURER B:</b>
<b>INSURER C:</b>
<b>INSURER D:</b>
<b>INSURER E:</b>
<b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER:** CL152001166 **REVISION NUMBER:**

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

INSR LYR	TYPE OF INSURANCE	ADJL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	X		CPR2141434	12/2/2014	12/2/2015	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000	
	OTHER:						\$	
<b>AUTOMOBILE LIABILITY</b>							COMBINED SINGLE LIMIT (Ea accident) \$	
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$	
<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$	
<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$	
<input type="checkbox"/> SCHEDULED AUTOS		<input type="checkbox"/>	<input type="checkbox"/>				\$	
<input type="checkbox"/> NON-OWNED AUTOS							\$	
<input type="checkbox"/> UMBRELLA LIAB		<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$	
<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$	
<input type="checkbox"/> OCCUR							\$	
<input type="checkbox"/> CLAIMS-MADE							\$	
<input type="checkbox"/> DED							\$	
<input type="checkbox"/> RETENTION \$							\$	
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT \$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Tutoring School  
Certificate Holder is listed as a additional insured with respect to general liability coverage.

<p><b>CERTIFICATE HOLDER</b> (772) 589-4688  Indian River County School District 1990 25th St Vero Beach, FL 32960</p>	<p><b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE  E Brackett/LIZ</p>
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ACORD 25 (2014/01)  
INS025 (201401)

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**TRANSPORTATION SERVICES AGREEMENT**

This **AGREEMENT** is between:

Company: **School Board of Indian River County**  
Address: **1990 25<sup>th</sup> Street**  
**Vero Beach, FL 32960**

Company: **Indian River County 4-H Association**  
Address: **1028 20<sup>th</sup> Place, Suite D**  
**Vero Beach, FL 32960-5305**

The **SCHOOL BOARD OF INDIAN RIVER COUNTY**, herein after referred to as the "**SBIRC**" and the **Indian River County 4-H Association** , herein after referred to as the **IRC 4-H** .

Services under this agreement shall include the following periods: July 1, 2015 until June 30, 2016.  
Services under this agreement shall begin July 1, 2015 or the date this **AGREEMENT** is signed by both parties, whichever is later and shall be completed June 30, 2016.  
This agreement consists of pages 1 through 4

Letter of self-insurance: **Indian River County, Florida**  
(attached) **1800 27 Street**  
**Vero Beach, FL 32960**

1. **SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

This contract may not be sold, transferred or assigned without the written approval of the **IRC 4-H** and the written approval of **SBIRC**.

2. **CONDITIONS OF CONTRACT**

**IRC 4-H** shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal law, rules and regulations applicable to business to be carried on under this contract.

3. **INDEMNITY/HOLD HARMLESS AGREEMENT**

**IRC 4-H** agrees to protect, defend, indemnify and hold harmless the **SBIRC** including School Board members, the Superintendent, District staff, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by **SBIRC** under the terms of this **AGREEMENT**. Without limiting the foregoing, any and all such claims, suits or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decrees of any court, shall be included in the indemnity hereunder.

4. **DESCRIPTION OF ENTITY AND OFFICES TO BE SERVED**

The customers to be served under the **AGREEMENT** are youths residing in Indian River County, Florida. The service to be provided is transportation from designated pick-up locations to sites in Indian River County for **IRC 4-H** sponsored programs and back from **IRC 4-H** sponsored programs to the designated pick-up locations.

The           **SBIRC**           contact will be:

<u>Patricia Chesnut</u>	<u>(772) 978-8810</u>
Director of Transportation	Phone Number

The **IRC 4-H** contact will be:

<u>Lindsay Adams</u>	<u>(772) 770-5030 x 4</u>
Name	Phone Number

5. **SCOPE OF SERVICES TO BE PERFORMED**

A. The following services will be performed by the **SBIRC**:

- Provide buses to transport eligible youths from strategic pick-up sites in Indian River County to **Camp Cloverleaf** for **Special Services** and from designated sites back to the assigned strategic pick-up locations.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **IRC 4-H**.
- Provide **IRC 4-H** contact person with a dated Mileage Checklist and Log Sheet Report showing the beginning, ending and total mileage traveled for each bus.

B. The following services will be performed by the **IRC 4-H**:

- Pay **SBIRC** in accordance with the rate schedule listed in #7 Rate Schedule.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **IRC 4-H**.

C. All granting of transportation services requests shall be subject to the availability of drivers and vehicles. The **SBIRC** reserves the right to cancel any services that may interfere with the daily operations of the **SBIRC**.

6. **PAYMENT**

Payment will be due when invoices are processed and received by IRC 4-H.  
Monthly invoices must be sent to:

**Company:** IRC 4-H Association  
**Address:** 1028 20 Place, Suite D  
Vero Beach, FL 32960  
**Contact Name:** Lindsay Adams  
**Telephone Number:** 772-770-5030 x 4

This invoice shall be sent upon receipt of the Mileage Checklist and Log Sheet Report.

Either party can cancel the contract with thirty (30) days written notice to the last known address of IRC 4-H and SBIRC.

7. **RATE SCHEDULE**

In addition, the IRC 4-H further agrees that all expenses incurred for transportation services, including driver rates, fringes and board approved mileage rate will be borne by the IRC 4-H.

8. **SERVERABILITY**

If any portion of this **AGREEMENT** is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

The parties agree to comply with all the terms and provisions of this **AGREEMENT**, including the attachments.

District Transportation Contact: Patricia Chesnut, Director of Transportation  
Telephone Number: (772) 978-8810

APPROVED BY:

Indian River County 4-H Association

Lindsay M. Adams  
Signature

Lindsay M. Adams  
Typed Name

Indian River County 4-H Agent  
Title

4-24-15  
Date

APPROVED BY:

The School Board of Indian River County

\_\_\_\_\_  
Signature

Dr. Frances J. Adams, Ed. D.  
Typed Name

Superintendent of SDIRC  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Matthew McCain  
Typed Name

Chairman of School Board of IRC  
Title

\_\_\_\_\_  
Date

Revised: 4-20-15

**BOARD OF COUNTY COMMISSIONERS**  
1800 27<sup>th</sup> Street, Vero Beach, Florida 32960-0310



Risk Management Division  
May 4, 2015

Ms. Patricia Chesnut  
School District of Indian River County  
1990 25<sup>th</sup> Street  
Vero Beach FL 32960

Dear Ms. Chesnut:

This letter is written at the request of Violet Krochmalny, Indian River County 4-H Association, to confirm that Indian River County's modified self-insurance program will provide coverage for the District's bus to be used June 22, 2015 and June 26, 2015. The County's insurance program relies upon the protections of Chapter 768.28, Florida Statutes, with excess insurance coverage provided by Brit Global USA. When the 4-H rental agreement is finalized, the County will issue a certificate of insurance to the District, and will list the District as loss payee for the bus to be used for this event.

If you have questions, please call me at (772) 567-8000, extension 1287.

Sincerely,

A handwritten signature in cursive script that reads "Beth Martin".

Beth Martin  
Risk Manager

cc: Jason Brown, Director, OMB  
Violet Krochmalny

**TRANSPORTATION SERVICES AGREEMENT**

This **AGREEMENT** is between:

Company: **School Board of Indian River County**  
Address: **1990 25<sup>th</sup> Street**  
**Vero Beach, FL 32960**

And

Company: **Homeless Family Center, Inc.**  
Address: **715 4<sup>th</sup> Place**  
**Vero Beach, FL 32962**

The **SCHOOL BOARD OF INDIAN RIVER COUNTY**, herein after referred to as the "**SBIRC**" and the **Homeless Family Center, Inc.** herein after referred to as the **HFC**.

Services under this agreement shall include the following periods: July 1, 2015 until June 30, 2016.  
Services under this agreement shall begin July 1, 2015 or the date this **AGREEMENT** is signed by both parties, whichever is later and shall be completed June 30, 2016.  
This agreement consists of pages 1 through 4.

Letter of self-insurance: \_\_\_\_\_  
(attached) \_\_\_\_\_  
\_\_\_\_\_

1. **SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

This contract may not be sold, transferred or assigned without the written approval of the **Homeless Family Center, Inc.** and the written approval of **SBIRC.**

2. **CONDITIONS OF CONTRACT**

**HFC** shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal law, rules and regulations applicable to business to be carried on under this contract.

3. **INDEMNITY/HOLD HARMLESS AGREEMENT**

**Homeless Family Center, Inc.** agrees to protect, defend, indemnify and hold harmless the **SBIRC** including School Board members, the Superintendent, District staff, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by **SBIRC** under the terms of this **AGREEMENT**. Without limiting the foregoing, any and all such claims, suits or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decrees of any court, shall be included in the indemnity hereunder.



4. **DESCRIPTION OF ENTITY AND OFFICES TO BE SERVED**

The customers to be served under the **AGREEMENT** are youths residing in Indian River County, Florida. The service to be provided is transportation from designated pick-up locations to sites in Indian River County for **HFC** sponsored programs and back from **Rosewood Magnet** sponsored programs to the designated pick-up locations.

The SBIRC contact will be:

Patricia Chesnut  
Director of Transportation

(772) 978-8810  
Phone Number

The **HFC** contact will be:

Mary Ellen Maguire  
Name

772-567-5537  
Phone Number

2-338

5. **SCOPE OF SERVICES TO BE PERFORMED**

A. The following services will be performed by the **SBIRC**:

- Provide buses to transport eligible youths from strategic pick-up sites in Indian River County to <sup>Osceola</sup> ~~Rosewood~~ Magnet for summer camp and from designated sites back to the assigned strategic pick-up locations.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **HFC**.
- Provide **HFC** contact person with a dated Mileage Checklist and Log Sheet Report showing the beginning, ending and total mileage traveled for each bus.

B. The following services will be performed by the **HFC**.

- Pay **SBIRC** in accordance with the rate schedule listed in #7 Rate Schedule.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **Homeless Family Center, Inc.**

C. All granting of transportation services requests shall be subject to the availability of drivers and vehicles. The **SBIRC** reserves the right to cancel any services that may interfere with the daily operations of the **SBIRC**.

6. **PAYMENT**

Payment will be due when invoices are processed and received by **HFC**.  
Monthly invoices must be sent to:

**Company:** Homeless Family Center  
**Address:** 720 4<sup>th</sup> Street  
Vero Beach, Fl 32962  
**Contact Name:** Mary Ellen Maguire  
**Telephone Number:** 772-567-5537

This invoice shall be sent upon receipt of the Mileage Checklist and Log Sheet Report.

Either party can cancel the contract with thirty (30) days written notice to the last known address of **HFC** and **SBIRC**.

7. **RATE SCHEDULE**

In addition, the **HFC** further agrees that all expenses incurred for transportation services, including driver rates, fringes and board approved mileage rate will be borne by the **HFC**.

8. **SERVERABILITY**

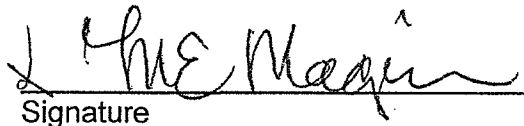
If any portion of this **AGREEMENT** is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

The parties agree to comply with all the terms and provisions of this **AGREEMENT**, including the attachments.

District Transportation Contact: Patricia Chesnut, Director of Transportation  
Telephone Number: (772) 978-8810

APPROVED BY:

Homeless Family Center



Mary Ellen Maguire  
Typed Name

Executive Director  
Title

5/7/15  
Date

APPROVED BY:

The School Board of Indian River County

Signature

Dr. Frances J. Adams, Ed. D.  
Typed Name

Superintendent of SBIRC  
Title

Date

Signature

Matthew McCain  
Typed Name

Chairman of School Board of IRC  
Title

Date

Revised: 4-27-15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/15/15

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

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

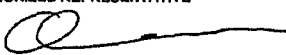
<b>PRODUCER</b> Brown & Brown Insurance - Vero Vero Division 817 Beachland Blvd Vero Beach, FL 32963 Dan Kross	Phone: 772-231-2828 Fax: 772-231-4413	<b>CONTACT NAME:</b> Sandy Feys <b>PHONE (A/C, No, Ext):</b> 772-469-1512 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> sfeys@bbvero.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: *Granite State Insurance Co</td> <td>23809</td> </tr> <tr> <td>INSURER B: *New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER C: *Comp Options Insurance Co*</td> <td>10834</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: *Granite State Insurance Co	23809	INSURER B: *New Hampshire Ins. Co.	23841	INSURER C: *Comp Options Insurance Co*	10834	INSURER D:		INSURER E:		INSURER F:
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INSURER C: *Comp Options Insurance Co*	10834														
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Homeless Family Center, Inc. HFC Store LLC PO Box 650855 Vero Beach, FL 32965-0855															

COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	02LX024055642-1	01/09/15	01/09/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			01CA019049963-1	01/09/15	01/09/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			02UD042864798-1	01/09/15	01/09/16	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC810002438005	09/11/14	09/11/15	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is an additional insured under the General Liability as required by written contract. Blanket Waiver of Subrogation applies.

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

## TEEN PARENT PROGRAM

### SCHOOL BOARD OF INDIAN RIVER COUNTY

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

*identified as:*

## **First Impressions Daycare and Preschool**

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

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

---

### GENERAL CONTRACT PROVISIONS

## RESPONSIBILITIES OF THE SCHOOL BOARD OF INDIAN RIVER COUNTY

1. Basis of Payment for Services Rendered:
  - a. The Provider shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Provider by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
  - b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Provider.
  - c. Funds will be remitted bi-monthly to the Provider after receipt of the required documentation of services.
  - d. Registration fees and late fees shall not be charged by Provider for Teen Parent Program participants.
2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.

School District of Indian River County

4. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
5. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL BOARD shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

## **RESPONSIBILITIES OF PROVIDER**

1. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The PROVIDER agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.
4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
5. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL BOARD and the Florida Department of Education.
6. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.



7. The PROVIDER agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.
8. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
9. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
10. The Provider will be receiving or have access to student information that is confidential. Provider and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Provider for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Provider, or an officer, employee, agent, representative, contractor, or sub-contractor of the Provider to the extent and only to the extent that the Provider or an officer, employee, agent, representative, contractor, or sub-contractors of the Provider shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this contract and shall be fully binding upon Provider until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

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

11. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement.
12. The PROVIDER shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of action arising out of the performance of this Contract and the provision of services by the PROVIDER.
13. This agreement will be in effect for 2015-2016 school year, and may be renewed by the parties upon mutual agreement.

14. This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL BOARD shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.
15. Provider may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.
16. The Provider agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Provider or its personnel providing any services under the conditions described in the previous sentence. The Provider shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Provider and its personnel. The parties agree that the failure of the Provider to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.
17. This contract is for the personal services of the Provider and may not be assigned by the Provider in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Provider, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.
18. Public Records. This Contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Provider acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Provider shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. Provider shall provide public access to the public records on the same terms and conditions that the School

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

The School Board of Indian River  
County, Florida

Provider

By: \_\_\_\_\_  
Matthew McCain, Chairman

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

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

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

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

Date Approved: 05/26/15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2015

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

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

Agency Lic#: L024438

**INSURERS AFFORDING COVERAGE**

NAIC #

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

INSURER A: **MARKEL INSURANCE CO.**INSURER B: **HARTFORD INSURANCE CO.**

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	YES	<b>GENERAL LIABILITY</b>	CCG20025530	08/08/14	08/08/15	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
							\$
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
		<input type="checkbox"/> Y/N <input type="checkbox"/>				E.L. DISEASE-EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$
B		<b>OTHER STUDENT ACCIDENT</b>	SR281881	08/07/14	08/07/15	<b>\$35,000 MAXIMUM- PRIMARY NO DEDUCTIBLE</b>	

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

CHILD CARE CENTER

LOCATIONS COVERED: 1. 4246 31ST AVE., VERO BEACH, FL 32962 2. 935 9TH COURT, S.W., VERO BEACH, FL 32962

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

Attention:

ACORD 25 (3/09/01)

Page 6 of 42

Certificate # 26141

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Consent G - 6/9/2015



## CONTRACT FOR PURCHASE OF CHILDCARE SERVICES TEEN PARENT PROGRAM

SCHOOL BOARD OF INDIAN RIVER COUNTY

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

identified as:

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

**Tiny Treasure & Learning Nest**

1088 Barber Street, Sebastian, FL 32958

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

---

#### GENERAL CONTRACT PROVISIONS

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

1. Basis of Payment for Services Rendered:
  - a. The Provider shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Provider by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
  - b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Provider.
  - c. Funds will be remitted bi-monthly to the Provider after receipt of the required documentation of services.
  - d. Registration fees and late fees shall not be charged by Provider for Teen Parent Program participants.
2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.

3. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.
4. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
5. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL BOARD shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

## **RESPONSIBILITIES OF PROVIDER**

1. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The PROVIDER agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.
4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
5. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL BOARD and the Florida Department of Education.

6. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.
7. The PROVIDER agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.
8. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
9. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
10. The Provider will be receiving or have access to student information that is confidential. Provider and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Provider for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Provider, or an officer, employee, agent, representative, contractor, or sub-contractor of the Provider to the extent and only to the extent that the Provider or an officer, employee, agent, representative, contractor, or sub-contractors of the Provider shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this contract and shall be fully binding upon Provider until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.  
  
Upon the termination of the contract with the School Board, the Provider agrees to destroy all student information and purge files from any equipment intended for disposal or sale. The Provider will provide to the School Board a copy of the method used for deposing of its old equipment.
11. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement.
12. The PROVIDER shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of action arising out of the performance of this Contract and the provision of services by the PROVIDER.



13. This agreement will be in effect for 2015-2016 school year, and may be renewed by the parties upon mutual agreement.
14. This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL BOARD shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.
15. Provider may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.
16. The Provider agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Provider or its personnel providing any services under the conditions described in the previous sentence. The Provider shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Provider and its personnel. The parties agree that the failure of the Provider to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.
17. This contract is for the personal services of the Provider and may not be assigned by the Provider in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Provider, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.
18. Public Records. This Contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Provider acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Provider shall keep and maintain public

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

The School Board of Indian River  
County, Florida

Provider

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

Matthew McCain, Chairman

By: Rachna

Print Name: Rachna Manda

Attest:

Witness:

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

Frances J. Adams, Superintendent

Donna D. Hedgecock

Print Name: Donna D. Hedgecock

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

Date Approved: 05/26/15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2015

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

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

Agency Lic#: L024438

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

INSURED  
**LEARNING TRACKS, LLC, DBA:  
 LEARNING NEST CHILD CARE AND  
 TINY TREASURES DAY CARE**  
 1088 BARBER STREET  
**SEBASTIAN FL 32958**

INSURER A: **PHILADELPHIA INSURANCE COMPANY****38970**INSURER B: **HARTFORD LIFE & ACCIDENT INS CO**INSURER C: **FIRST COMP INS CO**

INSURER D:

INSURER E:

**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	YES	<b>GENERAL LIABILITY</b>	<b>PHPK1266878</b>	<b>12/07/14</b>	<b>12/07/15</b>	EACH OCCURRENCE	\$ <b>1,000,000</b>	
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>100,000</b>	
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ <b>5,000</b>	
		_____				PERSONAL & ADV INJURY	\$ <b>1,000,000</b>	
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ <b>3,000,000</b>	
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ <b>3,000,000</b>	
							\$	
A	YES	<b>AUTOMOBILE LIABILITY</b>	<b>PHPK1266878</b>	<b>12/07/14</b>	<b>12/07/15</b>	COMBINED SINGLE LIMIT (Ea accident)	\$ <b>300,000</b>	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
						AUTO ONLY: AGG	\$	
		<b>EXCESS / UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	
							\$	
		DEDUCTIBLE					\$	
		RETENTION \$					\$	
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>MWC0076299-01</b>	<b>03/10/15</b>	<b>03/10/16</b>	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER		
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				Y/N <input type="checkbox"/>	E.L. EACH ACCIDENT	\$ <b>1,000,000</b>
							E.L. DISEASE-EA EMPLOYEE	\$ <b>1,000,000</b>
							E.L. DISEASE-POLICY LIMIT	\$ <b>1,000,000</b>
B		<b>OTHER STUDENT ACCIDENT</b>	<b>SR282230</b>	<b>12/07/14</b>	<b>12/07/15</b>	<b>\$50,000 MAXIMUM- PRIMARY NO DEDUCTIBLE</b>		

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

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

Attention:

ACORD 25 (3/09/01)

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Certificate # 26142

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Consent G - 6/9/2015

# CONTRACT FOR PURCHASE OF CHILDCARE SERVICES

## TEEN PARENT PROGRAM

### SCHOOL BOARD OF INDIAN RIVER COUNTY

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

*identified as:*

### **RCMA-WHISPERING PINES**

10076 Esperanza Circle, Fellsmere, FL 32948

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

#### GENERAL CONTRACT PROVISIONS

## RESPONSIBILITIES OF THE SCHOOL BOARD OF INDIAN RIVER COUNTY

1. Basis of Payment for Services Rendered:
  - a. The Provider shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Provider by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
  - b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Provider.
  - c. Funds will be remitted bi-monthly to the Provider after receipt of the required documentation of services.
  - d. Registration fees and late fees shall not be charged by Provider for Teen Parent Program participants.
2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.



4. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
5. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL BOARD shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

## **RESPONSIBILITIES OF PROVIDER**

1. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The PROVIDER agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.
4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
5. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL BOARD and the Florida Department of Education.
6. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.

7. The PROVIDER agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.
8. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
9. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
10. The Provider will be receiving or have access to student information that is confidential. Provider and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Provider for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Provider, or an officer, employee, agent, representative, contractor, or sub-contractor of the Provider to the extent and only to the extent that the Provider or an officer, employee, agent, representative, contractor, or sub-contractors of the Provider shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this contract and shall be fully binding upon Provider until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

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

11. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement.
12. The PROVIDER shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of action arising out of the performance of this Contract and the provision of services by the PROVIDER.
13. This agreement will be in effect for 2015-2016 school year, and may be renewed by the parties upon mutual agreement.

14. This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL BOARD shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.
15. Provider may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.
16. The Provider agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Provider or its personnel providing any services under the conditions described in the previous sentence. The Provider shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Provider and its personnel. The parties agree that the failure of the Provider to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.
17. This contract is for the personal services of the Provider and may not be assigned by the Provider in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Provider, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.
18. Public Records. This Contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Provider acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Provider shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. Provider shall provide public access to the public records on the same terms and conditions that the School



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

The School Board of Indian River  
County, Florida

Provider

By: \_\_\_\_\_  
Matthew McCain, Chairman

By: Barbara Mainster  
Print Name: Barbara Mainster

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

Witness:  
Mary A. Alfaro  
Print Name: Mary A. Alfaro

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

Date Approved: 05/26/15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2015

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

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

<b>PRODUCER</b> Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 Attn: FtLauderdale.CertRequest@marsh  518790-Cas-GAWUP-15-16	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Redlands Christian Migrant Association Attn: Martin Call 402 W. Main Street Immokalee, FL 34142	<b>INSURER A :</b> Philadelphia Indemnity Insurance Company <span style="float:right">NAIC # 18058</span>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** ATL-003840014-10 **REVISION NUMBER:** 9

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY/E&O <input checked="" type="checkbox"/> SEXUAL/PHY ABUSE VICARIOUS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1298699	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1298699  OWNED: COMP/COLL: 500/1000 HIRED: COMP/COLL: 500/1000	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: RCMA Whispering Pines CDC  
 The School Board of Indian River County Is included as additional insured where required by written contract with respect to general liability.

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

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# CONTRACT FOR PURCHASE OF CHILDCARE SERVICES

## TEEN PARENT PROGRAM

### SCHOOL BOARD OF INDIAN RIVER COUNTY

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

*identified as:*

### **ROSS SMALL WORLD CHILDCARE**

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

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

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#### GENERAL CONTRACT PROVISIONS

### RESPONSIBILITIES OF

## THE SCHOOL BOARD OF INDIAN RIVER COUNTY

1. Basis of Payment for Services Rendered:
  - a. The Provider shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Provider by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
  - b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Provider.
  - c. Funds will be remitted bi-monthly to the Provider after receipt of the required documentation of services.
  - d. Registration fees and late fees shall not be charged by Provider for Teen Parent Program participants.
2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.

4. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
5. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL BOARD shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

## **RESPONSIBILITIES OF PROVIDER**

1. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The PROVIDER agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.
4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
5. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL BOARD and the Florida Department of Education.
6. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.



7. The PROVIDER agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.
8. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
9. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
10. The Provider will be receiving or have access to student information that is confidential. Provider and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Provider for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Provider, or an officer, employee, agent, representative, contractor, or sub-contractor of the Provider to the extent and only to the extent that the Provider or an officer, employee, agent, representative, contractor, or sub-contractors of the Provider shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this contract and shall be fully binding upon Provider until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

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

11. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement.
12. The PROVIDER shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of action arising out of the performance of this Contract and the provision of services by the PROVIDER.
13. This agreement will be in effect for 2015-2016 school year, and may be renewed by the parties upon mutual agreement.

14. This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL BOARD shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.
15. Provider may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.
16. The Provider agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Provider or its personnel providing any services under the conditions described in the previous sentence. The Provider shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Provider and its personnel. The parties agree that the failure of the Provider to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.
17. This contract is for the personal services of the Provider and may not be assigned by the Provider in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Provider, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.
18. Public Records. This Contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Provider acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Provider shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. Provider shall provide public access to the public records on the same terms and conditions that the School

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

The School Board of Indian River  
County, Florida

Provider

By: \_\_\_\_\_  
Matthew McCain, Chairman

By: Mercy Ross  
Print Name: Mercy Ross

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

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

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

Date Approved: 05/26/15





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/21/2015

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

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

<b>PRODUCER</b> BB Insurance Marketing Inc 10167 W Sunrise Blvd, 3rd Floor Plantation FL 33322	<b>CONTACT NAME:</b> Andrea Lopez Ext. 314 <b>PHONE (A/C No. Ext):</b> 954-452-4900 <b>E-MAIL ADDRESS:</b> andrea@bbimi.com <b>FAX (A/C, No):</b> 954-452-0450
<b>INSURED</b> Ross Small World, Inc 5620 47th St Vero Beach FL 32967	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Western World Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES** **CERTIFICATE NUMBER: 967543846** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		40131	11/25/2014	11/25/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$Included \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Residential Child Care Center located at 5620 47th St, Vero Beach, FL 32967.  
 Certificate holder listed as additional insured with respects to general liability only as required by written contract.

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

## TEEN PARENT PROGRAM

### SCHOOL BOARD OF INDIAN RIVER COUNTY

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

*identified as:*

### **TLC Preschool of Sebastian**

1899 Barber Street, Sebastian, FL 32958

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

#### GENERAL CONTRACT PROVISIONS

## RESPONSIBILITIES OF THE SCHOOL BOARD OF INDIAN RIVER COUNTY

1. Basis of Payment for Services Rendered:
  - a. The Provider shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Provider by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
  - b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Provider.
  - c. Funds will be remitted bi-monthly to the Provider after receipt of the required documentation of services.
  - d. Registration fees and late fees shall not be charged by Provider for Teen Parent Program participants.
2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.

4. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
5. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL BOARD shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

## **RESPONSIBILITIES OF PROVIDER**

1. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The PROVIDER agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.
4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
5. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL BOARD and the Florida Department of Education.
6. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.

7. The PROVIDER agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.
8. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
9. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
10. The Provider will be receiving or have access to student information that is confidential. Provider and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Provider for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Provider, or an officer, employee, agent, representative, contractor, or sub-contractor of the Provider to the extent and only to the extent that the Provider or an officer, employee, agent, representative, contractor, or sub-contractors of the Provider shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this contract and shall be fully binding upon Provider until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

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

11. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement.
12. The PROVIDER shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of action arising out of the performance of this Contract and the provision of services by the PROVIDER.
13. This agreement will be in effect for 2015-2016 school year, and may be renewed by the parties upon mutual agreement.

14. This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL BOARD shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.
15. Provider may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.
16. The Provider agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Provider or its personnel providing any services under the conditions described in the previous sentence. The Provider shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Provider and its personnel. The parties agree that the failure of the Provider to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.
17. This contract is for the personal services of the Provider and may not be assigned by the Provider in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Provider, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.
18. Public Records. This Contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Provider acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Provider shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. Provider shall provide public access to the public records on the same terms and conditions that the School



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

The School Board of Indian River  
County, Florida

Provider

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

Matthew McCain, Chairman

Attest:

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

Frances J. Adams, Superintendent

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

By: *Juelie Perry*

Print Name: Juelie Perry

Witness:

*Donna D. Hedgecock*

Print Name: Donna D. Hedgecock

Date Approved: 05/26/15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/19/2015

PRODUCER Phone: (800) 940-9550 Fax: (407) 657-8757  
HUMPHREYS INSURANCE AGENCY, INC.  
4950 HALL ROAD STE. C  
ORLANDO FL 32817  
  
Agency Lic#: L024438

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

INSURED  
TLC PRESCHOOL OF SEBASTIAN  
1899 BARBER STREET  
SEBASTIAN FL 32958

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: PHILADELPHIA INDEMNITY INS CO	
INSURER B: HARTFORD LIFE & ACCIDENT INS CO	
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	YES	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK1201159	08/22/14	08/22/15	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
		MED. EXP (Any one person)				\$ 5,000	
		PERSONAL & ADV INJURY				\$ 1,000,000	
		GENERAL AGGREGATE				\$ 3,000,000	
		PRODUCTS - COMP/OP AGG				\$ 3,000,000	
						\$	
A	YES	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK1042975	08/22/14	08/22/15	COMBINED SINGLE LIMIT (Ea accident)	\$ 300,000
		BODILY INJURY (Per person)				\$	
		BODILY INJURY (Per accident)				\$	
		PROPERTY DAMAGE (Per accident)				\$	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
		OTHER THAN AUTO ONLY:				EA ACC AGG \$	
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
		AGGREGATE				\$	
						\$	
						\$	
						\$	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> Y <input type="checkbox"/> N	
						WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE-EA EMPLOYEE	\$
B		<b>OTHER STUDENT ACCIDENT</b>	SR282143	08/22/14	08/22/15	\$50,000 MAXIMUM - PRIMARY NO DEDUCTIBLE	

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

CERTIFICATE HOLDER	CANCELLATION
<b>ADDITIONAL INSURED:</b> SCHOOL DISTRICT OF INDIAN RIVER COUNTY 1990 25TH STREET VERO BEACH, FL. 32960  <b>Attention:</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE



# CONTRACT FOR PURCHASE OF CHILDCARE SERVICES

## TEEN PARENT PROGRAM

### SCHOOL BOARD OF INDIAN RIVER COUNTY

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

*identified as:*

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

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

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

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### GENERAL CONTRACT PROVISIONS

## RESPONSIBILITIES OF THE SCHOOL BOARD OF INDIAN RIVER COUNTY

1. Basis of Payment for Services Rendered:
  - a. The Provider shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Provider by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
  - b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Provider.
  - c. Funds will be remitted bi-monthly to the Provider after receipt of the required documentation of services.
  - d. Registration fees and late fees shall not be charged by Provider for Teen Parent Program participants.
2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.

4. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
5. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL BOARD shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

## **RESPONSIBILITIES OF PROVIDER**

1. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The PROVIDER agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.
4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
5. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL BOARD and the Florida Department of Education.
6. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.

7. The PROVIDER agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.
8. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
9. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
10. The Provider will be receiving or have access to student information that is confidential. Provider and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Provider for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Provider, or an officer, employee, agent, representative, contractor, or sub-contractor of the Provider to the extent and only to the extent that the Provider or an officer, employee, agent, representative, contractor, or sub-contractors of the Provider shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this contract and shall be fully binding upon Provider until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

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

11. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement.
12. The PROVIDER shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of action arising out of the performance of this Contract and the provision of services by the PROVIDER.
13. This agreement will be in effect for 2015-2016 school year, and may be renewed by the parties upon mutual agreement.

14. This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL BOARD shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.
15. Provider may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.
16. The Provider agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Provider or its personnel providing any services under the conditions described in the previous sentence. The Provider shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Provider and its personnel. The parties agree that the failure of the Provider to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.
17. This contract is for the personal services of the Provider and may not be assigned by the Provider in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Provider, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.
18. Public Records. This Contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Provider acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Provider shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. Provider shall provide public access to the public records on the same terms and conditions that the School

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

The School Board of Indian River  
County, Florida

Provider

By: \_\_\_\_\_  
Matthew McCain, Chairman

By: Charlene W Schlett  
Print Name: Charlene W Schlett

Attest:

Witness:

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

Donna D. Hedgecock  
Print Name: Donna D. Hedgecock

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

Date Approved: 05/26/15





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/10/2015

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

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

<b>PRODUCER</b> <b>Schlitt Insurance Services</b> <b>1717 Indian River Boulevard</b> <b>Suite 300</b> <b>Vero Beach FL 32960</b>	<b>CONTACT NAME:</b> Lois Robertson <b>PHONE (A/C, No. Ext):</b> (772) 567-1188 <b>FAX (A/C, No):</b> (772) 778-1416 <b>E-MAIL ADDRESS:</b> lois@schlittservices.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A: Markel Insurance Company</b>	<b>NAIC #</b>
<b>INSURED</b> <b>The Tot Spot of Vero Beach, Inc</b> <b>3705 66th Ave</b> <b>Vero Beach FL 32966</b>	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	
	<b>INSURER G :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL1531001982 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CCG2000987002	3/13/2015	3/13/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
School District of Indian River County is listed as Additional Insured with respects to General Liability coverage.

<b>CERTIFICATE HOLDER</b> 564-3077 School District of Indian River County 1990 25th Street Vero Beach, FL 32960	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Liz Phillips, AAI/LAR <i>Liz Phillips</i>
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## CONTRACT FOR PURCHASE OF CHILDCARE SERVICES

### TEEN PARENT PROGRAM

#### SCHOOL BOARD OF INDIAN RIVER COUNTY

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

*identified as:*

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

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

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

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#### GENERAL CONTRACT PROVISIONS

### RESPONSIBILITIES OF

### THE SCHOOL BOARD OF INDIAN RIVER COUNTY

1. Basis of Payment for Services Rendered:
  - a. The Provider shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Provider by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
  - b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Provider.
  - c. Funds will be remitted bi-monthly to the Provider after receipt of the required documentation of services.
  - d. Registration fees and late fees shall not be charged by Provider for Teen Parent Program participants.
2. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
3. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.



4. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
5. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
6. The PROVIDER'S Right to Terminate a Child From Services: Upon written request from the PROVIDER, the SCHOOL BOARD shall allow the PROVIDER to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
7. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

## **RESPONSIBILITIES OF PROVIDER**

1. The PROVIDER agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The PROVIDER agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The PROVIDER agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.
4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this contract for breach.
5. The PROVIDER agrees to maintain accurate and timely records, as required by the SCHOOL BOARD and the Florida Department of Education.
6. The PROVIDER agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.

7. The PROVIDER agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.
8. The PROVIDER agrees to provide staff who will be sensitive to the special needs of the teen parents.
9. The PROVIDER agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
10. The Provider will be receiving or have access to student information that is confidential. Provider and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Provider for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Provider, or an officer, employee, agent, representative, contractor, or sub-contractor of the Provider to the extent and only to the extent that the Provider or an officer, employee, agent, representative, contractor, or sub-contractors of the Provider shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this contract and shall be fully binding upon Provider until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

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

11. During the term of this agreement, The PROVIDER agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The PROVIDER shall furnish the SCHOOL DISTRICT with a Certificate of Insurance naming the SCHOOL DISTRICT "additional insured". This certificate shall be provided prior to commencing service under this agreement.
12. The PROVIDER shall indemnify and hold harmless the SCHOOL BOARD, its officers, agents, and employees from any and all claims and causes of action arising out of the performance of this Contract and the provision of services by the PROVIDER.
13. This agreement will be in effect for 2015-2016 school year, and may be renewed by the parties upon mutual agreement.

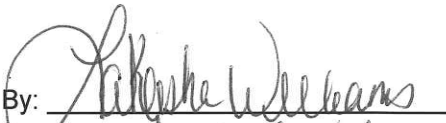
14. This contractual agreement may be terminated by either party upon breach of any of the covenants or conditions, provided, however, not less than ten (10) days written notice is given of the breach. The other party shall have five (5) days whereafter in which to correct the breach. Either party may terminate this contract without cause upon thirty (30) days written notice to the other party. If this contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under this contract. The SCHOOL BOARD shall only be required to pay to the PROVIDER that amount of the contract actually performed to the date of termination.
15. Provider may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.
16. The Provider agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Provider or its personnel providing any services under the conditions described in the previous sentence. The Provider shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Provider and its personnel. The parties agree that the failure of the Provider to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Provider agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.
17. This contract is for the personal services of the Provider and may not be assigned by the Provider in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Provider, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.
18. Public Records. This Contract is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Provider acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Provider shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. Provider shall provide public access to the public records on the same terms and conditions that the School

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

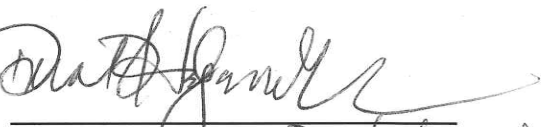
The School Board of Indian River  
County, Florida

Provider

By: \_\_\_\_\_  
Matthew McCain, Chairman

By:   
Print Name: Keisha Williams

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

Witness:  
  
Print Name: Donna D. Hedgecock

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

Date Approved: 05/26/15





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2015

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

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

Agency Lic#: L024438

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

**INSURERS AFFORDING COVERAGE**

NAIC #

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

38970

**COVERAGES**

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	YES	<b>GENERAL LIABILITY</b>	<b>CCG20018503</b>	<b>09/17/14</b>	<b>09/17/15</b>	EACH OCCURRENCE	\$ <b>1,000,000</b>
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>1,000,000</b>
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ <b>5,000</b>
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ <b>1,000,000</b>
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ <b>3,000,000</b>
						PRODUCTS - COMP/OP AGG	\$ <b>3,000,000</b>
							\$
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
						AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N				OTHER	
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
						E.L. DISEASE-EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$
B		<b>OTHER STUDENT ACCIDENT</b>	<b>SRG0009115610</b>	<b>09/14/14</b>	<b>09/14/15</b>	<b>\$50,000 MAXMIUM- PRIMARY NO DEDUCTIBLE</b>	

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

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

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

Attention:

ACORD 25 (2009/01)

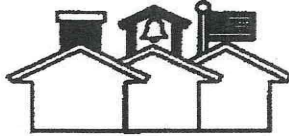
Certificate # 26144

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The ACORD name and logo are registered marks of ACORD

Consent G - 6/9/2015



**The School Board of Indian River County, Florida**

**Services Agreement**

**The School Board of Indian River County, Florida, 1990 25<sup>th</sup> Street, Vero Beach, Florida 32960, ("School Board") does hereby retain the services of State of Florida, Department of Health, Indian River County Health Department with an address of 1900 27<sup>th</sup> Street, Vero Beach, Florida 32960 (hereinafter called "Contractor") to furnish the services in accordance with the following terms and conditions:**

**1. Description of Services. Contractor shall perform the following services:**

(a) **Contractor** shall, within ten (10) business days of the full execution of this Agreement, provide the Director of Student Services a list of the registered nurses ("RNs") and other staff members employed by **Contractor** who will perform the services under this Agreement.

(b) The designated RNs will write Individualized Healthcare Plans ("IHCP") and Emergency Plans ("EP") for students at designated/assigned schools, and provide child specific training to the school staff responsible for implementing the IHCP and/or EP.

(c) The designated RNs will attend 504/IEP Meetings for students that have an IHCP or are in need of an IHCP, and thereafter write an IHCP as needed in designated/assigned schools. The designated RNs will also provide child specific training to school staff responsible for implementing the IHCP.

(d) The designated staff members will provide counseling services at designated schools with written parental consent.

(e) The designated staff members will assist with state mandated screenings in mandated grades, **and as time permits, in additional grades when requested.**

(f) The designated staff members will provide designated health services at designated/assigned schools with written parental consent.

The above services shall be conducted at the direction of and to the reasonable satisfaction of the Director of Student Services. The **Contractor** will independently perform all services specified above, except as provided otherwise herein. In the event **Contractor** requires the services of other **Contractors**, an amendment to this agreement will be required.

**2. Security and Confidentiality of Student Information.** **Contractor** and its RNs will be receiving or have access to student information that is confidential. **Contractor** and its RNs shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, **Contractor** for itself and its RNs, shall fully indemnify and hold the **School Board** and its officers and employees harmless for any violation of this covenant, including, but not limited to defending the **School Board** and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the **School Board** or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the **School Board** arising out of the breach of this covenant by the **Contractor**, or its RNs, to the extent and only to the extent that the **Contractor** or its RNs shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. **This provision shall survive the termination**



of or completion of all performance or obligations under this Agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

The RNs and staff members who will be performing the services under this Agreement will only be allowed access to relevant student records in order to perform the required services. The RNs and staff members are prohibited from removing student records or a copy thereof from School Board facilities. Student aggregate data will be provided to the health department by the School Board.

3. **Location of Services.** Performance of services cited above will be conducted at various public school sites owned or operated by the **School Board**.

4. **Term.** The term of this agreement shall be from the date last signed by both parties until June 30, 2015, unless terminated as provided herein, or extended by supplement to this agreement.

5. **Termination.** The **School Board**, or designee, may terminate this agreement immediately, in its sole discretion.

6. **Independent Contractor.** The **Contractor** certifies that it is an independent **Contractor** and shall not employ, contract with, or otherwise use the services of any officer or employee of the **School Board**. The **Contractor** certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the **School Board**.

7. **Indemnification.** The **School Board** and the **Contractor**, as a state agency or subdivision of the state, as defined in Section 768.28, F.S., agree to be fully responsible to the limits set forth in Section 768.28, F.S. for their own negligent acts which result in claims or suits against each party respectively and agrees to be liable to the limits set forth in Section 768.28, F.S. for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as a waiver of sovereign immunity or consent by either party to be sued by third parties in any matter arising out of this Agreement.

8. **Laws and Regulations.** This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Indian River County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

9. **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 **Contractor** in advance of the **Contractor** or its personnel 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 **Contractor** shall provide the **School Board** a list of employees who will provide services under this Agreement and who have been fingerprinted. 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. Without waiving the limits of sovereign immunity set forth in Section 768.28, F.S., 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.

10. **Assignability.** This contract 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, without the prior written consent of the **School Board** which consent the **School Board** may withhold in its sole discretion.

11. **Conduct While on School Property.** The **Contractor** acknowledges that its employees and agents will 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 within the discretion of the premises administrator (or designee). It is 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 that will disrupt the educational program or constitute any level of threat to the 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 premises administrator or designee.

12. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

13. **No Waiver.** 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.

14. **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.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first set forth above.

THE SCHOOL BOARD OF  
INDIAN RIVER COUNTY, FLORIDA:

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

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

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

ATTEST (WITNESS):

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

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

Print Title: \_\_\_\_\_

CONTRACTOR:

By: Miranda Hawker

Print Name: Miranda Hawker

Title: CTD Administrator

Date: 5/20/15

ATTEST (WITNESS):

By: Stacy A. Haas

Print Name: Stacy A. Haas

Print Title: Administrative Asst. II

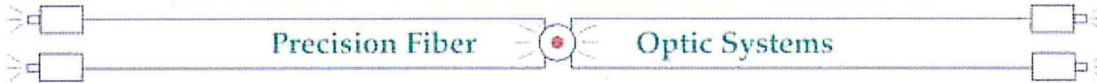
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PRECISION CONTRACTING SERVICES INC.

15834 Guild Court  
 Jupiter, Florida 33478  
 Phone: 561.743.9737  
 Fax: 561.743.0775  
 www.pcsfiber.com



<b>To:</b>	PCS Vero	<b>Contact:</b>	Donald Hawkins
<b>Address:</b>	9035 17th Place Vero Beach, FL 32966 USA	<b>Phone:</b>	(772) 633-4969
		<b>Fax:</b>	(772) 774-8747
<b>Project Name:</b>	15.04.13 SDIRC New Admin Facility Fiber To 66th Ave And 49th St	<b>Bid Number:</b>	2012017
<b>Project Location:</b>	New Administration Facility On 57th Street, Vero Beach, FL, Vero Beach, FL	<b>Bid Date:</b>	4/13/2015

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.07	633-1-10	OSP ROW Strand Mapping (From New Administration Facility To Just North Of 49th St. On 66th Ave.)	1.00	MILE	\$500.00	\$500.00
1.08	633-1-20	OSP ROW Design & Permitting (From New Administration Facility To Just North Of 49th St. On 66th Ave.)	1.00	MILE	\$1,000.00	\$1,000.00
1.09	633-1-30	OSP FO Electronics Asbuilts (From New Administration Facility To Just North Of 49th St. On 66th Ave.)	1.00	MILE	\$250.00	\$250.00
1.10	633-1-40	OSP GPS Surveying (From New Administration Facility To Just North Of 49th St. On 66th Ave.)	1.00	MILE	\$500.00	\$500.00
6	530-7-104b	Comm Cable-Electronics Technician (Onsite)	6.00	HR	\$100.00	\$600.00
8	530-8-105b	Communication Cable Installer (Onsite)	6.00	HR	\$85.00	\$510.00
10	530-9-106b	Communication Duct Installer (Onsite)	6.00	HR	\$75.00	\$450.00
12	630-5-12-36	Conduit, 2" PVC @ 36", Machine Trench (F&I) From The South Side Of The New Administration Facility West To 66th Ave., Then South On 66th Ave. To Just North Of 49th St.	4,000.00	LF	\$4.85	\$19,400.00
14	630-5-13-36	Conduit, 2" PVC @ 36", Hand Trench (F&I) At Both Ends Of The Project To Connect To Existing Infrastructure	50.00	LF	\$6.25	\$312.50
23	630-6-12-db	Directional Bore, 2" HDPE (F&I) Driveways And Roadways Along 57th St. And Along 66th Ave.	300.00	LF	\$11.95	\$3,585.00
25	630-6-18-db	Directional Bore, 8" Under Waterway <1,000lf (F&I) Under Canal At 66th Ave. And 57th St. (225'), And Canal On The West Side Of 66th Ave. At 56th St. (200')	425.00	LF	\$45.00	\$19,125.00
30	630-7-TW	Detectable Tracer Wire (F&I) From The Entrance Of The New Administration Facility West To 66th Ave., Then South On 66th Ave. To Just North Of 49th St.	5,275.00	LF	\$0.45	\$2,373.75
32	630-7-JL	Jet Line (F&I)	4,775.00	LF	\$0.15	\$716.25
33	630-7-ROW	ROW Delineator Marker Post Orange 6" (F&I)	6.00	EACH	\$85.00	\$510.00
38	635-8-121TR	Pullboxes, Composite 17"x30"x12" W/ Lid Traffic Rated (F&I)	4.00	EACH	\$595.00	\$2,380.00
55	633-4-113-96	FO Cable 96F SM LT UG (F&I)	5,300.00	LF	\$1.95	\$10,335.00
106	633-8-196A	FO Term. Housing 96F Wall/Rack (F&I)	1.00	EACH	\$5,995.00	\$5,995.00
136	633-8-96A	FO Splice Closure 96F Aerial/UG (F&I)	1.00	EACH	\$3,975.00	\$3,975.00
138	633-8-RE	FO Closure Reentry Kit Cable Prep (F&I)	1.00	EACH	\$345.00	\$345.00
144	633-8-B	OTDR Test Any Wavelength Bare Fiber FOSC (Install Only)	384.00	EACH	\$8.00	\$3,072.00

**Total Bid Price: \$75,934.50**

**Notes:**

- Location: New Administration Facility on 57th Street, between 66th Ave. and 58th Ave., West of the Storm Grove Middle School, Vero Beach, FL
- PCS quotes the UG-Aerial installation, splicing, termination & testing of a 96F SM cable. This fiber segment is to connect existing IRC Traffic fiber at the corner of 66th Ave. and 49th St. and extend fiber North along the West side of 66th Ave. to 57th St., and then East on the North side of 57th St. to join an existing splice vault and new conduit provided by the new administration facility contractor. Fiber from the new administration facility to the chiller room for Storm Grove Middle School is NOT included in this proposal.
- PCS Proposal is not mutually exclusive. Contract to include ALL PCS proposed items @ proposed unit prices.
- PCS will Mobilize a total of (1) one time for the proposed work after noticed by the contractor. Additional Mobilizations will be billed as additions to contract at \$500 per Mobilization.
- MOT will be provided by others for all PCS operations. Costs for MOT are NOT included in the PCS proposal.
- PCS has NOT included any provisions for a performance bond.
- PCS requires 30 days written notice for project scheduling.
- PCS will require (20) twenty work days to perform the proposed work.
- When the installation of fiber optic cable is included within PCS's scope of work, All conduit, cable tray, pull boxes, risers, entrances and/or poles must be installed and tied in by OTHERS prior to PCS beginning work.
- Sales or use tax has been included for all materials.
- Proposed pricing is based on award of all items bid upon. PCS reserves the to modify unit prices if all quoted items are not awarded.
- PCS is not responsible for damage by others to FO Cable or other equipment after placement by PCS.
- PCS is a certified MWBE Contractor with specific agencies. It is the bidders responsibility to verify PCS's current status prior to utilizing this proposal to meet required contract goals.

**Payment Terms:**

Payment terms: NET 30 Days and 18% APR for balances exceeding 30 Days.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Precision Contracting Services, Inc</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Donald Hawkins 561-743-9737, ext. 7601 dhawkins@pcsfiber.com</p>
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Office of Management and Budget  
Purchasing Division  
1800 27<sup>th</sup> Street  
Vero Beach, FL 32960  
Phone: (772) 226-1416  
Fax: (772) 770-5140

October 28, 2014

Precision Contracting Services, Inc.  
**Attn: Ms. Sara Boyd**  
15834 Guild Court  
Jupiter, FL 33478

**Re: Indian River County Bid No. 2012017  
Annual Bid for Telecommunication Systems Equipment, Material, Supplies,  
Maintenance, and Installation (GROUPS 1,2,3,4,6,7)**

Dear Ms. Boyd:

The above referenced annual agreement is due to expire on December 31, 2014. Indian River County would like to renew this agreement at the current prices for an additional one-year period beginning **January 1, 2015 through December 31, 2015**. One additional one-year extension is available beyond this proposed term.

Indian River County has evaluated your company's performance during the past year and is willing to renew for an additional year effective January 1, 2015. Please indicate your decision in the spaces provided below and return this correspondence to our office on or before **November 7, 2014**. If your company accepts this renewal offer, please include a copy of a current Certificate of Insurance for the new award period.

This letter will serve as an official notice that the Annual Bid Award has been extended for one (1) year. No additional documentation will be required.

Thank you for your immediate attention to this matter.

Sincerely,

  
\_\_\_\_\_  
Jennifer Hyde, Purchasing Manager

Can **RENEW** annual bid

Can **NOT** renew annual bid

Signature:  \_\_\_\_\_

This 30<sup>th</sup> day of October, 2014

Encl: IRC Bid #2012017

B:\2011-2012 FY (2012000)\2012017 Annual Bid for Fiberoptics\CY15 Renewal Letter 2012017 (PRECISION).doc



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United Data Technologies

**United Data Technologies**

8825 NW 21 Terrace

Doral, Florida 33172

Tel: (305) 882-0435

Fax: (305) 882-0436

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

**Quotation No**

**AAAQ35877**

**Date:**

**Monday, May 11, 2015**

**Quoted by**

**Manny Castro**

[manny.castro@udtonline.com](mailto:manny.castro@udtonline.com)

**Tel: 305-882-0435**

**Fax: 305-882-0436**

**Quote For:**

School District of Indian River County

Tiffany McKenzie

1990 25th Street

Vero Beach, FL 32960

**Ship To:**

School District of Indian River County

Tiffany McKenzie

1990 25th Street

Vero Beach, FL 32960

**Tel: 772-564-3125**

**Fax:**

**[Tiffany.mckenzie@india](mailto:Tiffany.mckenzie@india)**

**Terms:**

**NET30**

**Quotation No:** AAAQ35877 for Tiffany McKenzie [Tiffany.mckenzie@indianriverschools.org](mailto:Tiffany.mckenzie@indianriverschools.org)

Line	Qty.	Part Number	Description	Price	Extended Price
1			<b>SDIRC 1:1 Complete Solution</b>		
2			<b>Lenovo ThinkPad 11E (touch, 128GB SSD)</b>		
3	312	Yoga 11 E Bundle	SDIRC Student Lenovo Yoga 11E Windows 8.1 Standard, Intel Celeron N2940 Processor (2MB Cache, 2.17GHz), Integrated HD Graphics Intel Celeron N2930 processor (2MB Cache, Up To 2.16GHz) on Motherboard Without TPM 11.6" HD (1366 x 768) IPS Display, Multitouch, Black Intel Dual Band Wireless 7260AN with Bluetooth 4.0 128 GB Solid State Drive, Serial ATA3 4 cell Li-Ion Battery 35WH 4GB PC3-12800 DDR3L SDRAM 1600MHz SODIMM 45W AC Adapter - US (2pin) Keyboard - US English Publication - US English Windows 8.1 Pro 64 - English, 3 Year Depot or Carry In Warranty	\$552.80	\$172,473.60
4	312	OTO-SDIRC	UDT Services Services include Asset Management, Etching, Imaging, Initial Onsite Deployment, VPN (SSID load), 3 Year Warranty Ongoing Support Services (Asset Tracking, Management of Spares, Re-imaging of warrantied device(s), Next Class SLA)	\$77.03	\$24,033.36
5			SubTotal		\$196,506.96
6			<b>Laptop Cart</b>		
7	13	55469WFSBW		\$1,275.12	\$16,576.56

05/11/15

Page 1

**Quotation No:** AAAQ35877 for Tiffany McKenzie Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
			Cloud 32 Cart w/Rear Door & Balloon Wheel White Fiesta & Silver, with Power Prodtgy Cycle Timer		
8	13	UDT-SDIRC-CARTINST	Laptop Cart Services Include: Inserting Qty 27 Lenovo 11E into each slot Device Slot Sequence Labelling Wire Management of A/C Adapters Shipping Included	\$210.56	\$2,737.28
9			SubTotal		\$19,313.84
10	<b>REFERENCE: Request for Information No. 0001-PP04-District Mobile Devices ("RFI"), for Mobile Devices and Computing between the School Board of Miami-Dade County, Florida and United Data Technologies, Inc.</b>				
11	<b>Please make PO payable to United Data Technologies, 8825 NW 21st Terrace, Doral FL. 33172 Office: 305-882-043 / Fax: 305-882-0436 Attention: Manny Castro / manny.castro@udtonline.com Note: Please include phone, fax and contact name for any drop-ship orders.</b>				

Sub Total	\$215,820.80
Sales Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$215,820.80</b>

Ask your UDT representative how you can save thousands using Managed Services

**Accepted by:** \_\_\_\_\_

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

Please write bill to and ship to addresses below if different from quotation.

**Order Number:** \_\_\_\_\_

**AGREEMENT**  
For  
**MOBILE COMPUTING DEVICES AND SERVICES**  
By and Between  
**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**  
And  
**UNITED DATA TECHNOLOGIES, INC.**

THIS AGREEMENT FOR MOBILE COMPUTING DEVICES AND SERVICES ("AGREEMENT") is made and entered into on the 1st day of April, 2014, ("Effective Date") by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA hereinafter referred to as BOARD, SCHOOL BOARD, DISTRICT, OR MDCPS, a political subdivision of the State of Florida, with a place of business at 1450 Northeast 2<sup>nd</sup> Avenue, Miami, Florida 33132, and UNITED DATA TECHNOLOGIES, INC hereinafter referred to as UDT, a Florida Corporation, authorized to do business in the State of Florida, with a principal place of business at 8825 NW 21 Terrace, Miami, Florida 33172. UNITED DATA TECHNOLOGIES is an authorized dealer for Hewlett Packard (HP). The Board, District, and UDT will be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, the BOARD issued Request For Information No. 0001-PP04 – District Mobile Devices ("RFI") requesting proposals to provide personal computing devices to students and teachers in support of Common Core State Standards for English Language Arts & Literacy in History/Social Studies, among other purposes, for The School Board of Miami-Dade County, Florida and which RFI and all related documentation is incorporated herein by reference and made a part hereof; and

WHEREAS, UDT submitted a proposal in response to the RFI that was dated and received by the BOARD on July 22, 2013 (the "Proposal"), and which Proposal is incorporated herein by reference and made a part hereof; and

WHEREAS, the BOARD desires to obtain the services of UDT to purchase personal computing devices and related software, services and accessories for students and teachers in support of programs including, but not limited to, State Standards for English Language Arts and Literacy in History/Social Studies for the School Board of Miami-Dade County Florida; and

WHEREAS, the BOARD and UDT now desire to enter into an agreement, for School Board to purchase from UDT personal computing devices and related software, services and accessories for students and teachers in support of programs including, but not limited to, State Standards for English Language Arts and Literacy in History/Social Studies under the terms and conditions outlined below.

WHEREAS, UDT will provide all personal computing devices, support services, and licenses utilizing authorized subcontractors.

NOW THEREFORE, In consideration of the Sum of Ten and No/100 (\$10.00) Dollars and the covenants stated, and other good and valuable considerations, the receipt of which is hereby acknowledged, the BOARD and UDT hereby agree as follows:

Article I  
RECITALS

The above recitals are true and correct and are hereby incorporated into this Agreement by reference.

Article II  
SCOPE OF SERVICES

UDT shall deliver and perform all specified deliverables under this AGREEMENT, during the contract period, and extension, if exercised, as listed in UDT's proposal, attached hereto, and incorporated as part of this AGREEMENT (Exhibit C).

Article III  
SUBCONTRACTORS

UDT will provide all personal computing devices, support services, and licenses utilizing authorized subcontractors. Exhibit A list of subcontractors to be utilized by UDT to fulfill its obligations is attached hereto and incorporated herein as Exhibit A - Subcontractors. Additional subcontractors may be utilized by UDT as mutually agreed by UDT and the School District. UDT will provide full technical support and services required to fulfill the terms of this agreement.

Article IV  
STORAGE

For all UDT Cloud services and storage provided by UDT, all School Board data uploaded and stored in the Cloud must be stored on servers situated in the United States. School Board's data will be stored, backed up and served only on US based servers.

Article V  
LICENSING

The District has a volume licensing agreement for Microsoft Office. Provided the School Board enters into a license agreement with Intel for the use of the training materials, all training materials provided by Intel for the District will be given to the District as a no-cost license to use, reproduce, distribute, and implement these training materials for a period of five years for use with any District personnel as needed to support the project. Intel will maintain all intellectual property rights to content.

Article VII  
PAYMENT

The BOARD shall pay UDT for products and services rendered in accordance to the terms set forth in Exhibit B. Exhibit B, Quote Proposal Form, attached hereto and incorporated herein may be amended yearly by the written agreement of both parties. For those products in Exhibit B (or such products equal or superior to them), Product pricing shall remain fixed for twelve (12) months from the Effective Date of this Agreement with an option for annual adjustments based on verifiable market conditions and as agreed by both parties. During this initial twelve (12) month period from the Effective Date of this Agreement, products requiring transition will be replaced with equal or better product at the same price. Pursuant to this agreement, Procurement Management Services may purchase up to the total estimated amount of \$60,000,000 for the entire RFI, regardless of vendor, in devices, inclusive of the service terms. The foregoing specified monetary limit shall not preclude Procurement Management Services from making additional purchases of the mobile devices as set forth in the Quote Proposal Form and at the agreed upon pricing, utilizing other funding sources, including, but not limited to, prior Board approved funding and grant funds. Throughout the term of this agreement, UDT will honor the same product pricing for the same devices, as set forth in the Quote Proposal Form, for any independently purchased devices by school sites or by Procurement Management Services irrespective of the funding source. Authorization of the above stated amount does not mean the amount shown will be expended. Anything to the contrary notwithstanding, and in spite of any available funding and the aforementioned authorized spending limit, the School Board is not obligated to purchase any devices from UDT.

UDT must pass on to the BOARD fair compensation for rebates or bill-backs from manufacturers as set forth in 7 CFR 210.21(f).

**More Favorable Provisions (MFP):** If during the Term of this Agreement UDT provides the same products or services contemplated by and specified in this Agreement to another metropolitan school district in the State of Florida on economic terms materially more favorable to the purchaser than those contained in this Agreement, UDT shall immediately extend those more favorable terms to the School Board.

Article VIII  
NON-CONFORMING GOODS

School Board reserves the right, at the time of delivery or within thirty (30) days of delivery to reject and hold, at UDT's expense and subject to UDT's disposal instructions, all products not conforming to School Board specification as delineated in the RFI. In addition, if any of the products are found at any time to be defective or otherwise not in conformity with School Board's requirements, School Board may, in addition to such other rights as it may have by contract or by law reject and return the Goods at UDT's expense.

Article IX  
INTELLECTUAL PROPERTY RIGHTS

If a third party claims that a UDT branded product or product provided by UDT under this Agreement infringes that party's patent or copyright, UDT will defend Board against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that Board: (a) promptly notifies UDT in writing of the claim; and (b) allows UDT to control, and cooperates with UDT in the defense and any related settlement negotiations. If such a claim is



made or appears likely to be made, Board shall permit UDT to enable Board to continue to use the Product; to modify it; or to replace it with one that is at least functionally equivalent. If UDT determines that none of these alternatives is reasonably available, Board shall return the Product to UDT at its written request. UDT will in such case provide a refund to Board equal to the amount paid for the returned Product.

UDT shall have no obligation regarding any claim based upon (i) anything Board provides which is incorporated into, or combined with a Product; (ii) Board's modification of a Product; (iii) UDT's compliance with Board's specifications or requirements upon notification from UDT of possible infringement; or (iv) infringement by a third party Product alone, as opposed to its combination with a UDT branded Product.

Article X  
TERM OF AGREEMENT

The term of the AGREEMENT shall be for a period of three (3) years from date of execution by the last party and may upon mutual agreement with UDT and the School Board, be extended for an additional two (2) one-year periods. The Board, through the Procurement Management Services, will, if considering extending, request a letter of intent to extend from UDT prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. Product pricing shall remain fixed for a one (1) year period with an option for annual adjustments based on verifiable market conditions. The Board reserves the right to request weekly or monthly pricing on select items. Documentation shall be provided by UDT and The School Board, through Procurement Management Services, shall, if considering extending, request a letter of intent to extend from UDT, prior to the end of the current contract period. UDT will be notified when the recommendation has been acted upon.

Article XI  
TERMINATION

The School Board reserves the right to cancel the contract at the end of any contract term. In addition, in the event the services rendered do not comply with the provisions of the proposal and/or the quality of services is found to be, in District's sole discretion, unsatisfactory, the District reserves the right to cancel the AGREEMENT for cause upon thirty (30) days prior written Notice of Intent to Terminate for Cause. In that event, the party being terminated shall cease all further activities under the AGREEMENT. In the event that the termination for cause is subsequently determined to have been improper, the termination shall be deemed a Termination for Convenience and the provisions for such termination shall govern the rights and responsibilities of the parties. The BOARD shall only be responsible for payment for products delivered and services rendered up to the date of termination of the AGREEMENT.

Article XII  
TERMINATION FOR CONVENIENCE

The BOARD reserves the right to terminate this AGREEMENT at any time and for any reason upon giving thirty (30) days' notice to the other Party. In the event said AGREEMENT is terminated for convenience as provided herein, the BOARD will be relieved of all obligations under said AGREEMENT. The BOARD will only be required to pay that amount of the AGREEMENT

actually performed up to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this AGREEMENT.

Article XIII  
ATTORNEY'S FEES AND COSTS

If any administrative proceeding or litigation is commenced to enforce or interpret any provision of this Agreement or to seek a declaration of rights of a party under this Agreement (whether by suit for declaratory judgment or otherwise), or as a result of any breach of this Agreement, each party shall be responsible for its own fees, costs and expenses incurred in connection with such proceeding or litigation (including any appeals and appellate proceedings), including, without limitation, attorney's fees.

Article XIV  
COMPLIANCE WITH LAWS

Each party shall comply with all federal, state of Florida and local laws applicable to it and the performance of its obligations under this Agreement. UDT shall be responsible for compliance with all federal, state, county and local laws, ordinances, rules and regulations, whichever is most stringent, that in any way may affect its compliance with terms and conditions of this Agreement.

Article XV  
TAXES

UDT shall pay all federal income taxes, state taxes, and fees levied on or measured by UDT's net income, and similar taxes, fees and charges, as well as all excise, use, and other similar taxes required by laws which are in effect or which may be promulgated in the future. The BOARD represents that it is exempt from Florida state sales taxes, and it will reasonably cooperate with UDT in providing proof of this exemption to third parties as required.

Article XVI  
NO THIRD PARTY BENEFICIARIES

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

Article XVII  
SURVIVORSHIP

Those provisions which by their nature are intended to survive the expiration, cancellation or termination of this AGREEMENT, including by way of example only, the Indemnification provision, shall survive the expiration, cancellation or termination of this AGREEMENT.

Article XVIII  
FLORIDA'S PUBLIC RECORDS LAWS

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

#### Article XIX

#### AUDIT RIGHT AND RECORDS RETENTION

The BOARD or its authorized agents shall have the right to audit the books, records, and accounts of UDT that are related to these services. UDT shall keep such books, records and accounts as may be necessary in a manner sufficient to record complete and correct entries related to the services. UDT shall preserve and make available at reasonable times for examination and audit by the BOARD, all financial records, supporting documents, statistical records, and any other documents pertinent to the services, during the contract period and for five (5) years thereafter.

#### Article XX

#### INSURANCE REQUIREMENTS

UDT shall provide to the School Board, prior to commencement of the work but not later than 48 hours after Effective Date of this Agreement, with certificates of insurance which evidence that insurance coverage has been obtained and meets the School Board's requirements as outlined below:

#### Professional Liability

The Professional Liability Insurance shall conform to the following requirements.

- A. UDT's Professional Liability insurance shall be on a form acceptable to the Board and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which is part of this agreement.
- B. On a claims-made basis, the individual/firm shall maintain without interruption, the Professional Liability Insurance until (3) years after the expiration or early termination of this Agreement.

- C. The minimum limits to be maintained by UDT (inclusive of any amounts provided by an umbrella or excess policy) shall be \$3 million per claim/annual aggregate.

#### **Workers' Compensation Insurance**

Workers' Compensation Insurance for all UDT'S employees as may be required pursuant to the provisions of Section 440, Florida Statutes, as same may be amended from time to time.

#### **Commercial General Liability Insurance**

Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence. The School Board of Miami-Dade County, Florida, its employees and agents must be listed as an additional insured on the policy.


#### Article XXI **INDEMNIFICATION**

UDT hereby agrees to indemnify, hold harmless and defend the Board, its officers, agents and employees individually and collectively from and against all liabilities, obligations, losses, damages, penalties, interest, claims, actions, assessments, fines, suits, demands, investigations, proceedings, judgments, orders or injuries, including death to any, or damage, of whatever nature, to any property and all costs including court costs and attorneys' fees, and disbursements, whether suit is instituted or not, and if instituted, at all tribunal levels (wherever raised by the parties hereto or a third party) imposed on, or incurred by or asserted against the Board or any of them arising out of or in connection with or based directly or indirectly upon (a) the individual/firm's directors, officers, employees, agents, subcontractors or representatives, of their duties and obligations under or pursuant to this agreement, including without limitations, the failure to maintain insurance or notify the Board; (b) any material breach of this agreement by the individual/firm(s), (c) false or inaccurate representation or warranty made by or on behalf of the individual/firm(s), and (d) any act or omission, negligence, or intentional acts of the individual/firm(s), or any of the individual/firm's directors, officers, employees, agents, subcontractors or other representatives.

**DUTY TO DEFEND:** UDT agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to UDT's performance under this AGREEMENT.

#### Article XXII **ASSIGNMENT**

This Agreement may not be assigned nor may any assignment of monies due, or to become due to UDT be assigned without the prior written agreement of Miami-Dade County Public Schools, which consent shall not be unreasonably withheld or denied. In the event assignment is necessitated or requested as a result of business reorganization, written consent must be obtained from the non-assigning party. This Agreement shall be binding upon and inure to the benefit of the parties



hereto, their successors and assigns. This Agreement may be amended or modified only by the written and signed consent of all the Parties, thereto.

Article XXIII  
FORCE MAJEURE

Neither the BOARD nor UDT shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to wars, acts of God, acts of terror, labor disputes, flood, windstorm, explosion, riots, sabotage and fire, provided that prompt notice of such delay is given to the other party. The time for performance shall be extended for a period equal to the duration of the Force Majeure.

Article XXIV  
WAIVER OF RIGHTS

The failure of either party to exercise any rights or insist in any instance upon strict performance by the other party of any provision in this Agreement shall not be deemed a waiver of any rights or a bar to the later exercise thereof under this Agreement.

Article XXV  
SEVERABILITY

If any clause or provision of the AGREEMENT is illegal, invalid or unenforceable by a court of competent jurisdiction under present or future laws effective during the term hereof, the remainder of this AGREEMENT shall not be effected thereby, and in lieu of each clause or provision of this AGREEMENT which is illegal, invalid or unenforceable, there shall be added, as part of this AGREEMENT, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable. All other remaining provisions of this AGREEMENT shall remain in full force and effect.

Article XXVI  
GOVERNING LAW & VENUE

This agreement shall be governed by and construed in accordance with the laws of the State of Florida, as applicable to agreements executed and performed within that state without reference to its choice of law provisions, and the law of the United States. The parties acknowledge that the State and Federal Courts, located within the United States Courts' Southern District of Florida shall have exclusive jurisdiction of any controversies relating to this Agreement. The parties expressly waive all right to challenge or otherwise limit such jurisdiction and venue. Each Party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement.

Article XXVII  
NON-DISCRIMINATION

UDT represents and warrants to the BOARD that UDT does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with UDT's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital

status or national origin. UDT further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

Article XXVIII  
OFFICIAL NOTICES AND POINTS OF CONTACT

Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and deemed to have been served and given if delivered in person to the address listed below for each party. Notices may be sent via facsimile transmission, email or US mail. If mailed, said notice must be sent certified mail, returned receipt requested and the effective date will be the date received. The address of the BOARD for all purposes under the Agreement and for notice hereunder shall be:

If to UDT:  
United Data Technologies, Inc.  
Attn: CFO  
8825 NW 21 Terrace  
Miami, Florida 33172

If to BOARD:  
The School Board of Miami Dade  
County, Florida  
1450 N.E. 2<sup>nd</sup> Avenue  
Miami, Florida 33132  
Attention: Richard H. Hinds  
Chief Financial Officer

With Copy to:  
The School Board of Miami-Dade County, Florida  
1450 N.E. 2<sup>nd</sup> Avenue  
Miami, Florida 33132  
Attention: Barry S. Meltz, District Director  
Procurement Management Services

With Copy to:  
The School Board of Miami Dade  
County, Florida  
1450 N.E. 2<sup>nd</sup> Avenue  
Miami, Florida 33132  
Attention: Alberto Carvalho  
Superintendent

With Copy to:  
The School Board of Miami Dade County, Florida  
  
1450 N.E. 2<sup>nd</sup> Avenue  
Miami, Florida 33132  
Attention: Walter Harvey  
School Board Attorney

Either party may designate another address for all purposes of this Agreement, by giving to the other party reasonable advance notice of such address change.

Article XXIX  
DISCLOSURE OF EMPLOYMENT OF CURRENT AND FORMER  
SCHOOL BOARD EMPLOYEES

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Initials

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Pursuant to School Board Policy 6460 Business Code of Ethics, which may be accessed at [www.neola.com/miarnidace-fl](http://www.neola.com/miarnidace-fl) all bidders, UDTs, consultants, vendors and contractors are required to disclose the names of any of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this agreement for the bidder, UDT, consultant, vendor, or contractor, and who are currently employed or have been employed by the School Board within the last two (2) years. Such disclosures will be in accordance with current School Board Policies, but will include, at a minimum, the names of former School Board employees, a list of the positions the employees held in the last two (2) years of their employment with the School Board, and the dates the employees held those positions. Written approval by the School Board for the use of current or former School Board employees (within the last two years) is mandatory prior to using funds obtained from this Agreement to subsidize the current or former School Board employees services.

Article XXX  
PROFESSIONAL INDEPENDENCE OF UDT

UDT agrees and acknowledges that during the existence of this AGREEMENT, it acts in the capacity of an independent contractor and that UDT is not an employee of the School Board. UDT will be solely and entirely responsible for its acts and the acts of its agents, employees, and representatives in the performance of this AGREEMENT. UDT agrees and acknowledges that during the existence of this AGREEMENT, UDT shall be entirely responsible for the liability and payment for UDT or UDT employees or assistants, of all taxes of whatever kind, arising out of the performances under this AGREEMENT. UDT agrees and acknowledges that UDT or UDT employees or assistants shall not be entitled to any state benefit on account of the services provided hereunder.

Article XXXI  
PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder, purchases may be made under this agreement by Miami-Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items. The School Board is not responsible or liable for any purchase that may be made by Miami-Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida.


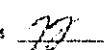
Article XXXII  
NON-EXCLUSIVITY

The School Board reserves the right to procure items herein described through the use of contracts awarded by the State of Florida, any county or municipality, or other authorized contract whichever is considered in the best interest of the School Board.

Article XXXIII  
EXECUTION OF THE AGREEMENT

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Initials  Initials 

Each of the persons executing this Agreement warrants that he or she has the full power and authority to execute this Agreement on behalf of the party for whom he or she signs in order for this Agreement to be fully binding on UDT and on the BOARD, respectively. For purposes of this Agreement, the Superintendent of Schools is the party designated by the BOARD to extend or to terminate this Agreement as provided for herein.


Article XXXII  
COMPLETE AGREEMENT AND ORDER OF PRECEDENCE

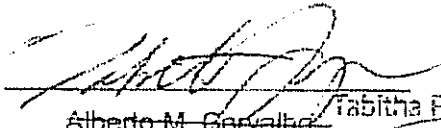
This AGREEMENT, together with UDT's Proposal and all other documentation relating to the afore-described RFI, constitute the full understanding between the BOARD and UDT and supersedes all prior or contemporaneous agreements, whether oral or written, regarding the subject matter of this Agreement. This AGREEMENT may not be changed, altered or modified, except in writing signed by all Parties. This AGREEMENT shall be binding upon the Parties hereto and their respective legal representatives and successors. In the event of any conflict between this Agreement, the RFI, and the UDT Proposal, the following order of precedence shall control the issue:

First, This Agreement including Exhibit A and B;      Second, the RFI;  
Third, the Proposal (Exhibit C).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, The BOARD and UDT have made and executed this Agreement as of the date first written above.

UNITED DATA TECHNOLOGIES, INC.  
By:   
Enrique A. Fleches  
President/CEO  
United Data Technologies, Inc.

THE SCHOOL BOARD OF MIAMI-DADE  
COUNTY, FLORIDA  
By:   
~~Alberto M. Carvalho~~ Tabitha Fazzino  
Superintendent of Schools Designee  
or Designee

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

REVIEWED AND APPROVED:

 4/8/14  
School Board Attorney


 4/11/14  
Risk Management

Exhibit A

The following are approved subcontractors to UDT:

Intel  
Microsoft  
HP  
C&C International

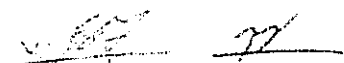
Handwritten signature and scribble.

Exhibit B  
Quote Proposal Form

B.1 HP PRICING

Student Elitepad 900 Bundle		Price
B6A71AV F5A38AA U0J28E 1:1 Initiative Solutions	Elitepad 900 64GB, 2GB, 10.1 LED WXGA UWVA, 10W HW, Webcam, Atheros 6004 + 3002 abgn 2x2 +BT, DIB Elitepad USB Adapter, 5 Year Pickup and Return Carepack, USB Mini Keyboard, Rugged Case, 1:1 Solutions Pack - (Includes Ongoing Support 5 Years, Etching, Imaging, Onsite Deployment, Professional Development	\$ 554.51
Elitepad Accessories		
D2A23AA	HP ElitePad Exp. Jkt w/Battery	\$ 99.00
C0M84AA	HP ElitePad Docking Station	\$ 89.00
	HP ElitePad Ruggedized Case	\$ 28.00
H4E45AA	HP Executive Tablet Pen	\$ 30.00
	Headphones	\$ 4.60
H4Q44AA#ABA	HP Slim Bluetooth Keyboard	\$ 31.00
	Adesso USB Mini Keyboard or Equivalent	\$ 10.00
Elitepad Carts		
2003	Spectrum Laptop Carts includes 10 HP ElitePad A/C Adapters and Cart Setup	\$ 1,680.00
H4W98AA	HP Multi tablet Charging Station	\$ 640.00
Spare Accessories		
H4K08AA	HP ElitePad 10W A/C Adapter	\$ 25.00
E8F56AA	HP ElitePad USB3 Adapter	\$ 15.00
H3N45AA	HP ElitePad HDMI/VGA Adapter	\$ 23.00

Student 210 Touch Bundle		Price
G1P69AV	HP 210 Touch Notebook, i3-4010U wCamera, 250GB, 4GB, Ram, 11.6" LED HD SVA, 6 Cell Battery, 5 Year Pickup and Return Carepack, 1:1 Solutions Pack - (Includes Ongoing Support 5 Years, Etching, Imaging, Onsite Deployment, Professional Development	\$ 575.51
Teacher Accessories		
2003	Spectrum Laptop Carts with Setup	\$ 1,525.00

	Wireless Accessories	Price
SBWD100TX01	Actiontec ScreenBeam Transmitter for Windows 7/8 products without Miracast	28.00
SBWD100A01	Actiontec ScreenBeam Pro receiver HDMI connection only	65.00
SBWD100VGA02	Actiontec ScreenPro Receiver with HDMI to VGA Adapter	79.00

### B.2 HP BALANCE OF LINE PRICING

In addition to the pricing for the configurations and products in this Exhibit C, HP agrees to Western States Contracting Alliance/NASPO Master Price Agreement Number B27164 and State of Florida Participating Addendum number 250-WSCA-10-ACS (collectively the "WSCA Agreement") pricing or better for any of the following products purchased under the Prime Agreement:

- Printing and Personal Systems (PPS) products; and
- Enterprise Servers, Storage and Networking (ESSN) products.

### B.3 NON-HP PRODUCT AND SERVICES BALANCE OF LINE PRICING

UDT will extend the corresponding discount levels for all newly released product, services and/or Balance of Line for all product offered via UDT Online Store located <https://shop.udtonline.com>.

Service categories below include but are not limited to the categories listed below.

SERVICE CATEGORY	BALANCE OF LINE DISCOUNT (OFF PUBLISHED LIST)	SERVICE CATEGORY EXAMPLES
Support Services	20%	L1 Technical Support, Help Desk, Annual Device Maintenance
Configuration & Deployment Services	20%	Image Management, Asset Management, Deployment, Project Management
Professional Development	20%	Teacher Device/Software Training, Technical Training
Managed Services	20%	Remote Monitoring, Network Assessment, Cloud Services
Staffing Services	20%	Co-IT, Engineers, Consultants
Business Analytics	20%	Quantitative Analysis, Data Assessment, Descriptive Analytics
Device & Content Management	2%	Mobile Device Management, Content Management, LMS, Device Tracking
Non-HP Hardware & Accessories	2%	Tablets, Laptops, Cases, Adapters, MiraCast Capability



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Pricing Proposal  
 Quotation #: 9583024  
 Created On: Apr-28-2015  
 Valid Until: May-31-2015

**Indian River School District**

**Account Executive**

**Pete Jackson**

Phone: (772) 564-3072  
 Fax:  
 Email: [pete.jackson@indianriverschools.org](mailto:pete.jackson@indianriverschools.org)

**Lorraine Kennedy**

290 Davidson Avenue  
 Somerset, NJ 08873  
 Phone: 561-883-2344  
 Fax: 732-868-6055  
 Email: [lorraine\\_kennedy@shi.com](mailto:lorraine_kennedy@shi.com)

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 DsktpEdu ALNG LicSAPk MVL EntCAL Faculty Level A Microsoft - Part#: 2UJ-00003	2046	\$57.60	\$117,849.60
2 Microsoft Core CAL - License & software assurance - 1 device CAL - EDU - Student - Win - All Languages Microsoft - Part#: W06-00022	15406	\$1.74	\$26,806.44
3 Ent Svr Platform Alng Alng Lic sa pk Mvlpplfrm Faculty Microsoft - Part#: HCF-00009	2046	\$4.80	\$9,820.80
4 Core Svr Platform Alng Lic sa pk mvl Students Microsoft - Part#: HAF-00003	15406	\$0.50	\$7,703.00
5 Microsoft SQL Server Enterprise Core Edition - License & software assurance - 2 cores - EDU - EES Win - All Languages Microsoft - Part#: 7JQ-00341 <b>Note:</b> Replaced Per-Processor License. A minimum of Qty 2 core licenses required per VM or physical processor.	10	\$1,152.25	\$11,522.50
6 Microsoft Office 365 (Plan A3) - Product upgrade subscription license ( 1 month sku for 12 months ) - 1 user - upgrade from Core CAL Suite/Entertainment CAL Suite + MS Office Professional Plus - EDU, additional product - EES Microsoft - Part#: M7K-00018	300	\$24.60	\$7,380.00
7 Off365ProPlusA ShrdSvr ALNG SubsVL MVL PerUsr w/Faculty (Student Advantage) Microsoft - Part#: 5XS-00002	17800	\$0.00	\$0.00
8 Microsoft Office 365 (Plan A2) - Subscription license - 1 user - (Student Offering) EDU - EES Microsoft - Part#: M6K-00001	17800	\$0.00	\$0.00
<b>Total</b>			<b>\$181,082.34</b>

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INDIAN RIVER COUNTY SCHOOLS  
Microsoft ESPA Agreement # 01C35489 Enrollment # 8354385  
Year 2 of 3 Year Option

Please let me know if you have any questions.  
Thanks,  
Lorraine

To process your order, you can e-mail your request to [floridateam@shi.com](mailto:floridateam@shi.com). You can also fax it to 732-868-6055. Please include a contact e-mail address on all orders, as this is required by most vendors. Thanks!

SHI Fed ID# 22-3009648

SHI is a Certified Minority (Asian-Pacific) Large Account Reseller, specializing in the sale and distribution of academically priced software and hardware from a myriad of manufacturers ... including Microsoft, Symantec, Adobe, Macromedia, Veritas, Corel, Borland, McAfee, Novell, HP, Xerox and more.

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*

## Program Signature Form

MBAM/BSA number

01C35489

000-jegraham-E0058

Agreement number

01C35489

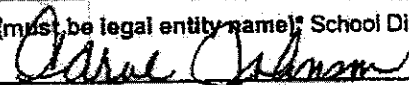
**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

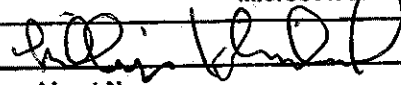
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enrollment for Education Solutions	X20-11462
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM (NEW)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	School District of Indian River County
Signature*	
Printed First and Last Name*	Carol Johnson
Printed Title	Chairman, School Board of IRC
Signature Date*	6-03-2014
Tax ID	

\* Indicates required field

Microsoft Affiliate	
Microsoft Licensing, GP	<b>Microsoft</b> Microsoft Licensing, GP
Signature	
Printed First and Last Name	JUN 05 2014
Printed Title	Phillip Kobielush Duly Authorized on behalf of Microsoft Licensing, GP
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	6/15/2014

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

\* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

\* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following

address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Licensing, GP**  
Dept. 551, Volume Licensing  
6100 Neil Road, Suite 210  
Reno, Nevada 89511-1137  
USA



## Enrollment for Education Solutions

Enrollment Number <i>Microsoft to complete</i>		Qualifying Enrollment Number (if applicable) <i>Partner to complete</i>	
Previous Enrollment Number (if applicable) <i>Partner to complete</i>	8343918		

If renewing Subscription Licenses from a Previous Enrollment or Agreement, the Previous Enrollment or Agreement number must be identified.

**This Enrollment must be attached to a signature form to be valid.**

Please note that by entering into this Enrollment for Education Solutions (“Enrollment”). Institution, regardless of whether it is a primary/secondary school or a higher/further education entity, becomes part of the “Campus Program”. Institution’s reseller will use the Campus Program tools and pricing infrastructure to register Institution for this Enrollment. All communications from Microsoft will indicate that Institution is part of the Campus Program.

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date. Institution represents and warrants that it is the same Institution that entered into the Campus and School Agreement identified on the signature form (“Agreement”) or an Affiliate of Institution. By entering into this Enrollment, Institution, regardless of whether it is a primary/secondary school or a higher/further education entity, becomes part of the “Campus Program.” Institution’s reseller will use the Campus Program tools and pricing infrastructure to register Institution for this Enrollment. All communications from Microsoft will indicate that Institution is part of the Campus Program. This Enrollment consists of (1) this document and the signature form, (2) the Agreement, and (3) any supplemental contact information form. The Agreement must be at least version 3.4 in order for the Enrollment to be valid.

**Effective date.** If Institution is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date each year this Enrollment is in effect.

Notwithstanding anything to the contrary in the Agreement, the terms and conditions in this Enrollment supersede any conflicting terms and conditions in the Agreement.

**Term.** This Enrollment will expire either 12 or 36 full calendar months from the Enrollment Effective Date, depending on Institution’s election below, and may be terminated earlier as provided in the Agreement. *Please select **only one** initial Enrollment term option:*

<input type="checkbox"/>	12 Full Calendar Months	<input checked="" type="checkbox"/>	36 Full Calendar Months
--------------------------	-------------------------	-------------------------------------	-------------------------

**Prior Enrollment(s).** If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

# Terms and Conditions

## 1. Contact information.

Each party will notify the other in writing if any of the following information changes. Microsoft may disclose contact information as necessary to administer this Enrollment.

- a. **Primary contact information.** Institution must identify an individual from inside its organization to serve as Microsoft's primary contact with Institution for matters related to this Enrollment. Unless Institution designates an alternate online administrator in subsection (b) below, the primary contact will also be the online administrator for this Enrollment and will receive all notices from Microsoft related to this Enrollment. The online administrator may appoint other administrators and grant others access to online information.

**Name of entity (must be legal entity name)\*** School District of Indian River County

**Contact name\*:** First Pete Last Jackson

**Contact email address\*** pete.jackson@indianriverschools.org

**Street address\*** 1990 25th Street

**City\*** Vero Beach

**State/Province\*** FL

**Postal code\*** 32960

**Country\*** US

**Phone** (772) 564-3072

**Tax ID**

This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

*\* indicates required fields*

- b. **Online Administrator and Notice Recipient.** Complete this only if Institution wants to designate an online administrator and notice recipient different from the primary contact designated in subsection (a) above.

Same as primary contact

**Name of entity\***

**Contact name\*:** First Last

**Contact email address\***

**Street address\***

**City\***

**State/Province\***

**Postal code\***

**Country\***

**Phone**

This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

*\* indicates required fields*

- c. **Online Services Manager.** Institution must designate an Online Services Manager to receive communications from Microsoft concerning registration for Online Services ordered under this Enrollment, if any. The Online Services Manager may appoint other administrators and grant others access to online information.

Same as primary contact

**Name of entity\***

**Contact name\*:** First Last

**Contact email address\***

**Street address\***

**City\***  
**State/Province\***  
**Postal code\***  
**Country\***  
**Phone**

This contact is a third party (not Institution)

Warning: This contact receives personally identifiable information of Institution.

*\* indicates required fields*

- d. **Language preference.** Select the language for notices. English
- e. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

**Microsoft account manager name:** Ryan Sullivan

**Microsoft account manager email address:** ryan\_sullivan@microsoft.com

- f. **Reseller information.**

**Reseller company name\*** SHI

**Street address (PO boxes will not be accepted)\*** 290 Davidson Avenue

**City\*** Somerset

**State/Province\*** NJ

**Postal code\*** 08873

**Country\*** US

**Contact name\***

**Phone**

**Contact email address\***

*\* indicates required fields*

The undersigned confirms that the information is correct

<p><b>Name of Reseller*</b> SHI</p> <p><b>Signature*</b> _____</p> <p><b>Printed name*</b></p> <p><b>Printed title*</b></p> <p><b>Date*</b></p>
---

*\* indicates required fields*

**Changing a reseller.** If Microsoft or the reseller identified above choose to cease doing business with one another, Institution must choose a replacement reseller. If Institution intends to change the reseller identified above for any other reason, Institution must notify Microsoft and the reseller being replaced in writing on a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect. The change will take effect 30 days from the date of Institution's signature.

## 2. **Definitions.**

Terms used but not defined in this Enrollment will have the definition in the Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product List and chosen by Institution under this Enrollment.

"Alumni" means any Graduate, or former Student, Faculty or Staff of the Institution.

“Customer,” as used in certain supplemental forms (for example the program signature form), has the same meaning as “Institution.”

“Desktop Platform Product” means any Product identified on the Product List as such and that Institution chooses to license under this Enrollment (Desktop Platform Products may only be licensed on an Organization-wide basis under this program).

“Faculty” means any employees, contractors and volunteers who teach or perform research for Institution and use an Institution Qualified Desktop.;

“Graduate” means a Student who has completed (1) a grade or a level in a school or an educational institution in the Organization that qualifies the Student for enrollment into college or university or (2) a diploma or degree from a college or university in the Organization.

“Organization-wide Count” means the total quantity of Faculty and Staff in the Organization as listed in the table in the section of this Enrollment titled “Choosing licensing options; license grant.”

“Platform Online Service” means any Online Service identified on the Product List as such and that Institution chooses to license under this Enrollment. Platform Online Services are treated as Online Services, except as otherwise noted.

“Previous Enrollment or Agreement” means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

“Qualified Desktop” means any device that is used for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Desktops do not include any device that is (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) by the Organization.

“Qualified User” means a User who (1) is a user of a Qualified Desktop or (2) accesses any server software or online services licensed within the Organization. It does not include a person who accesses server software or online services solely under a license identified in the Qualified User Exemptions in the Product List.

“Qualifying Enrollment” means an Enrollment for Education Solutions, the minimum requirements of which were met (*i.e.*, a Qualifying Enrollment was not used) and which was entered into by Institution or Institution’s Affiliate, each active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

“Staff” means any non-Faculty employees, contractors and volunteers who perform work for Institution and use an Institution Qualified Desktop;

“Student” means any student enrolled in any educational institution that is part of Institution’s Organization whether on a full-time or part-time basis.

“Student Count” means the total quantity of Students in the Organization as listed in the table in the section titled “Licensing options; license grant.”

“Student Qualified Desktop” means a Qualified Desktop owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

### **3. Overview of the Enrollment for Education Solutions.**

This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options ((1) Faculty and Staff or (2) Students), depending on the Users it wishes to enable to use the Products licensed.

The minimum requirements for this Enrollment are as follows:

- Institution must order at least one Desktop Platform Product for an Organization-wide Count of at least 1,000; OR
- Institution must order at least one Platform Online Service for Faculty and Staff in a quantity of 1,000; OR
- Institution must order at least one Desktop Platform Product for a Student Count of at least 1,000; OR
- Institution must order at least one Platform Online Service for Students in a quantity of 1,000.

These minimum requirements are waived if Institution has a Qualifying Enrollment.

Microsoft may refuse to accept this Enrollment if it has a business reason for doing so. At the end of the applicable term, Institution has the option to extend the Enrollment, enter into a new Enrollment, let the Enrollment expire, or, if applicable, purchase perpetual Licenses using the buy-out option.

#### 4. Defining Institution's Organization.

Define the Organization by choosing one of the options below. *Please select **only one** option.*

<input checked="" type="checkbox"/>	<b>Institution and all of its Affiliates</b> , departments and school locations ( <i>do not</i> list any entity in the below list)
<input type="checkbox"/>	<b>Institution only</b> (including all of its departments and school locations, but not including any Affiliates) ( <i>do not</i> list any entity in the below list)
<input type="checkbox"/>	<b>Institution plus the listed Affiliate(s) and/or department(s), school location(s), and/or clearly defined User group(s) if Affiliate is a school without departments or school locations, of Affiliate(s)</b> (please list the Affiliate(s), department(s), school location(s) and/or User group(s) of Affiliate(s) below)
<input type="checkbox"/>	<b>The listed department(s), school location(s), and/or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations, of Institution and any of its Affiliates, and any Affiliate(s)</b> (please list department(s), school location(s) and/or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (e.g., a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

List of participating Affiliates, departments, school locations, and/or clearly defined User groups	




Institution may attach pages to this Enrollment if additional rows are needed.

## 5. **Licensing options; license grant.**

**Choosing a licensing option.** Institution may license Desktop Platform Products and Additional Products licensed Organization-wide for (1) Faculty and Staff and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.

### Licensing Options.

- a. Faculty and Staff:** If Institution selects this option, Institution's Organization-wide Count must include all Faculty and Staff in its Organization. In calculating its Organization-wide Count, Institution must count a full-time member of its Faculty and Staff as 1, a part-time member of its Faculty as 1/3, and a part-time member of its Staff as 1/2.
- b. Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization. In calculating its Student Count, Institution must count a full-time Student as 1 and a part-time Student as 1/3.

Institution must provide an Organization-wide Count and/or Student FTE count even if only ordering Platform Online Services to meet Enrollment minimum requirements.

Category	Institution's Selection	Organization-wide Count and/or Student Count, as applicable
1. Faculty and Staff	<input checked="" type="checkbox"/>	2046
2. Students	<input checked="" type="checkbox"/>	15406

**License grant.** So long as Institution places orders pursuant to the Agreement and this Enrollment for any required Licenses and pays per the agreement with its reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

- a.** If the Faculty and Staff option is chosen, each Qualified User in the Organization (including Students and public users of Qualified Desktops in an open lab) may run the Desktop Platform Products and the Additional Products licensed on an Organization-wide basis on any Institution Qualified Desktop. Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Institution Qualified Desktop and (2) a user CAL to each Faculty and Staff member, in both cases to access Institution's associated server software.
- b.** If the Student option is chosen, each Student in the Organization may run one instance of the licensed Desktop Platform Products and one instance of any Additional Products licensed Organization-wide on a Student Qualified Desktop. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Use Rights.

Institution may run as many instances of other Additional Products as it wishes so long as adheres to the terms of the Agreement and this Enrollment and pays per the agreement with its reseller. Order quantities of Additional Products must be equal to the number of instances Institution runs.

If Institution is licensing Office Professional and SharePoint Server CAL (Enterprise or Standard) for Faculty and Staff in its Organization under this Enrollment, then Institution's Students and their parents may use Office Web Applications at no charge for the purpose of Students' education at Institution. There is no buy-out option for Office Web Applications.



## 6. Price levels and prices.

**Price levels.** Institution's Organization-wide Count or Student Count, as applicable, determines the price level of Desktop Platform Products. If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution's Organization-wide Count and/or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Institution's price level does not change during the term of the Enrollment.

Select Price Level that Applies to Faculty and Staff Option	Organization Wide Count	Price level (Only Applicable For Desktop Platform products)
<input checked="" type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

Select Price Level that Applies to Student Option	Student Count	Price level (Only Applicable For Desktop Platform products)
<input type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input checked="" type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

**Prices.** The price Institution will pay to license the Products will be determined by agreement between Institution and its reseller. However, Microsoft will provide the reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the reseller for the Products during the term of the Enrollment.

## 7. How to order Products.

- a. **Price and payment terms.** Price and payment terms for all Licenses ordered will be determined by agreement between Institution and its reseller.
- b. **Placing the initial order.** Orders must be submitted within 30 days of the Enrollment Effective Date. Institution may submit orders for Products that were not part of Institution's initial order, provided the order is placed in the same calendar month in which copies of the Products are first run. The following terms apply to initial orders and non-anniversary orders for Products not previously ordered:
  - (i) The initial order under the Enrollment must include Licenses for at least one Desktop Platform Product equal to Institution's Organization-wide Count or Student Count OR at least 1,000 Licenses for one or more Platform Online Services to be run by either Faculty and Staff or Students.
  - (ii) Orders for Licenses for Desktop Platform Products and all component products that are part of the Desktop Platform Products must include a number of Licenses equal to Institution's Organization-wide Count.
  - (iii) Licenses for Platform Online Services must be ordered in the exact quantity needed, provided such quantity is at least 1,000.

- (iv) Once the minimum ordering requirements under this Enrollment have been satisfied, Licenses for Additional Products must generally be ordered in any quantity needed, regardless of the Organization-wide Count or Student Count, provided sufficient Licenses are ordered to cover the use of the Additional Products. Licenses for certain Additional Products designated in the Product List, however, are required to be ordered in an amount equal to Institution's Organization-wide Count.
- (v) Licenses for Products offered under the Student offering must be ordered in an amount equal to the Student Count, with the exception of Online Services and certain other Products designated in the Product List. Once the minimum ordering requirements under this Enrollment have been satisfied, additional Licenses for Online Services other than Platform Online Services under the Student Offering may be ordered in any quantity, regardless of the Student Count, provided sufficient Licenses are ordered to cover the use of the Online Services. From time to time, Microsoft may offer additional licensing options for Students based on Licenses for Products ordered for Institution's Organization-wide Count, which will be described in the Product List.
- (vi) The Licensed Period for additional orders will be the same as the Licensed Period for Products ordered as part of the initial order.

**c. Adding more copies of Products previously ordered (non-anniversary).**

- (i) For Desktop Platform Products and Additional Products licensed Organization-wide, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count and Student Count, however, on each anniversary of the Enrollment Effective Date during the Licensed Period.
- (ii) Except as provided in subsection (b)(i) above, Institution's right to run Additional Products and Online Services is based on the number of Licenses Institution has acquired for such Products. At any time during the Licensed Period (including any extension), Institution may only run the number of copies of a Product permitted by the Licenses purchased. Institution may order additional Licenses for Products as needed to run additional copies of Products. Institution must order additional Licenses for Products in the same calendar month in which the Products are first run.

Microsoft will invoice the reseller for Products ordered on a pro-rated basis corresponding to the number of full calendar months remaining in the Licensed Period to a minimum of 6 months. Microsoft will invoice the reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for additional Products that were not included on Institution's initial order, Microsoft will use the price list in effect on the date of the invoice to charge Institution's reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution's initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution's reseller for the additional Licenses.

**d. Extension orders and subsequent annual orders.** Institution must submit extension orders as follows:

- (i) **One-year Licensed Period.** Institution must submit an extension order to extend the Enrollment for another Licensed Period. Microsoft must receive the extension order prior to the expiration of the Licensed Period. Institution may change the Product selection and quantity of Licenses ordered in each extension order.
- (ii) **Three-year Licensed Period.** Microsoft must receive an anniversary order prior to each anniversary of the Enrollment Effective Date of the three-year Licensed Period. Microsoft must receive any extension order prior to the expiration of the initial three-year Licensed Period. Each anniversary order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment

Effective Date, except for step-ups and any Additional Products not ordered Organization-wide. When placing anniversary orders, Institution may order fewer Licenses for Online Services than the quantity of Institution's initial order as long as the anniversary order meets the minimum requirements for Platform Online Services.

- e. **Buy-out order.** If a buy-out option is available, Institution may order perpetual Licenses for Desktop Platform Products and Additional Products licensed Organization-wide in an amount at least equal to the Organization-wide Count, but not more than the number of Qualified Desktops in the Organization on the date of the buy-out order. The number of perpetual Licenses Institution may order for Additional Products shall be equal to the lowest number of Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment.
- f. **How to confirm orders.** Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, b at <https://www.microsoft.com/licensing/servicecenter> or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.
- g. **Step up to a higher Product edition.** If a previously ordered Product has multiple editions, Institution may acquire a License for the higher-level software edition by "stepping up" (e.g., from Core CAL to Enterprise CAL or from SQL Server Standard Edition to SQL Server Enterprise Edition). The order requirements set forth in subsection 7(c) above apply to all step-ups.

## **8. *Work at home rights.***

During the Licensed Period, Faculty and Staff who are the primary users (as defined in the Product Use Rights) of an Institution Qualified Desktop running one or more Products licensed by Institution may run one copy of each licensed Product on a home PC that they own or lease (or, for work at home rights for a Client Access License, to access the server Products licensed by Institution from a home PC that they own or lease), solely for work-related purposes. The total number of Faculty and Staff exercising work at home rights for Desktop Platform Products and Additional Products licensed Organization-wide may not exceed Institution's Organization-wide Count. For other Additional Products, the total number of Faculty and Staff exercising work at home rights may not exceed the number of Licenses Institution has acquired for such Additional Products. If Institution upgrades the Product on the Qualified Desktop used by a Faculty or Staff member, the corresponding copy of the Product run on a home PC may likewise be upgraded. Work at home rights for Faculty or Staff automatically terminate upon cessation of employment by or other affiliation with Institution, and the Product may no longer be run on the home PC. Though Microsoft may offer both work at home rights and home use program rights under Software Assurance for a Product, Institution must choose to utilize either work at home rights or home use program rights for such Product, but not both.

## **9. *Perpetual Licenses for Graduates.***

Institution may, at any time during the Enrollment term, transfer certain Licenses to run Products on a Student Qualified Desktop to any Graduate. Institution must provide each such Graduate with a license agreement in the form provided by Microsoft. Upon the Graduate's acceptance of the terms of the license agreement, the Graduate's right to run the Products identified in the license confirmation becomes perpetual. Institution may not, however, transfer rights related to access Licenses, including CALs, or to Online Services to Graduates.

## **10. *Education Server Platform Licensing Option.***

If Institution licenses one or more of the CAL Products and corresponding Server Platform Products listed in the table below for the aggregate of Institution's Organization-wide Count (at least 1,000) and Student

Count (at least 1,000), Institution may run unlimited instances of any edition of the corresponding server Products that constitute the Server Platform Products available through this Enrollment.

Unless Institution chooses to step up to a higher Product edition, Institution must order the Products selected from the table below as part of each anniversary order. If there is an increase in Institution's Organization-wide Count or Student Count, Institution must submit an order for all CAL and Server Platform Products equal to the new count. Institution may aggregate the number of Licenses for CAL Products ordered under a Qualifying Enrollment to satisfy quantity requirements of this Enrollment, provided that such Qualifying Enrollment or its successor is valid and in effect during the term of this Enrollment.

Server Platform Products licensed under this licensing option may only be used by Faculty and Staff and Students in the Organization and by licensed external users using the Server Platform Products for the benefit of the Organization.

Licenses acquired under this section may not be transferred to Graduates. Institution may buy out CAL Products, but not Licenses for Server Platform Products acquired under these terms. Institution is prohibited from transferring Licenses acquired under this section.

Institution's use of the Products that constitute the Server Platform Products is subject to the Product Use Rights for the Server Platform Products.

<b>Product Selection</b>			
	<b>CAL Product Selected</b>	<b>Server Platform Product Selected</b>	<b>Server Product included for Unlimited Deployment</b>
<input type="checkbox"/>	SQL Server CALs	SQL Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products, plus all editions of BizTalk Server and associated external connectors.
<input checked="" type="checkbox"/>	Core CALs (acquired standalone or as part of a platform)	Core Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products, and associated external connectors.
<input checked="" type="checkbox"/>	Enterprise CALs (acquired standalone, as a step-up, or as part of a platform)	Enterprise Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products and external connectors, plus System Center 2012 Datacenter and Windows Rights Management Service External Connector.

## **11. Qualifying systems Licenses.**

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Desktops on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing/contracts>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list may be more extensive at the time of Institution's initial order than it is for some system refreshes at other times during the term of the Licensed Period. Exclusions are subject to change when new versions of Windows are released.



*For example, the following are not considered qualifying operating systems: (1) embedded operating systems; (2) Linux; and (3) OS/2. These are examples of exclusions only. Please see the Product List for all current qualifying operating systems.*

## **12. Options upon completion of a Licensed Period.**

Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) extend the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period:

- a. One-year Licensed Period.** Institution may elect to extend an initial one-year Licensed Period for (1) up to five consecutive terms of 12 full calendar months or (2) one term of 36 full calendar months.
- b. Three-year Licensed Period.** Institution may elect to extend an initial three-year Licensed Period for either (1) up to three terms of 12 full calendar months or (2) one term of 36 full calendar months.
- c. Buy-out option.** Institution may elect to obtain perpetual Licenses for Products licensed under this Enrollment, provided it has licensed such Products under one or more Enrollments (including any extensions) under the Agreement (or a predecessor agreement) for at least 36 full calendar months immediately preceding expiration of this Enrollment. To obtain perpetual Licenses, Institution must submit a buy-out order at least 30 days prior to expiration of this Enrollment. The buy-out option is not available for Products licensed under the Student option.

Except as specifically provided otherwise in the Product Use Rights, perpetual Licenses acquired through this buy-out option are device Licenses. The license grant in the section entitled "License options; license grant" above does not apply to such perpetual Licenses.

# Enrollment for Education Solutions Amendment ID CTM

000-jegraham-E0035

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

1. Notwithstanding anything to the in Section 10. Education Server Platform Licensing Option, of the Enrollment for Education Solutions and contingent upon the School District of Indian River County purchasing Off365PA3 ShrdSvr ALNG SubsVL MVL AddOn fromCoreCAL/ECAL/OffPrPls (M7K-00018) for 300 faculty and staff users, In recognition of the fact that your faculty/staff and student FTE users will be licensed for the base products for the Server Platform Licensing option under this enrollment consisting of the Desktop with eCAL (2UJ-00003) and the Core CAL (W06-00022), respectively, Microsoft will allow the total number of users for the Enterprise Server Platform (HCF-00009) and Core Server Platform (HAF-00003) to be broken out as follows:

<b>Total User Count for Enterprise Server Platform Pltfrm (HCF-00009)</b>	
Total number of Faculty FTE to enroll: <i>(Must be sum of faculty and staff)</i>	2,046

<b>Total User Count for Core Server Platform (HAF-00003)</b>	
Total number of student FTE to enroll: <i>(Must be sum of all students)</i>	15,406

Reseller acknowledgement

Name of Reseller SHI  
Printed Name  
Printed Title  
Date

Reseller Signature

This amendment must be attached to a signature form to be valid.



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**TO:** School District of Indian River County  
 Pete Jackson  
 INDIAN RIVER SCHOOL DISTRICT  
 1990 25TH ST  
 VERO BEACH, FL 32960  
  
 pete.jackson@indianriverschools.org  
 (p) .

**FROM:** Presidio Networked Solutions  
 Scott Nelson  
 5337 Millenia Lakes Blvd.  
 Suite 300  
 Orlando, FL 32839  
  
 snelson@presidio.com  
 (p) 407.409.8220  
 (f) 407.284.6662

**BILL TO:** School District of Indian River County  
  
 1990 25th Street  
 Vero Beach, FL 32960

**SHIP TO:** School District of Indian River County  
  
 1990 25TH ST  
 INSTRUCTIONAL/INFORMATION TECH  
 VERO BEACH, FL 32960

**Customer#:** SCH00019  
**Account Manager:** Scott Nelson  
**Inside Sales Rep:** Armando Quinones  
**Title:** SDIRC 2015-16 Smartnet Renewal

#	Part #	Description	Qty
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL Comments: Quote# 8853470	1
<b>Sub Total:</b>			<b>\$187,774.94</b>
<b>Grand Total:</b>			<b>\$187,774.94</b>

Quote valid for 30 days from date shown above. Prices may NOT include all applicable taxes and shipping charges. All prices subject to change without notice. Supply subject to availability.

This quotation subject to Presidio Standard Terms and Conditions as follows:

Credit: Net 30 Days (all credit terms subject to prior Presidio credit department approval)

The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that customer pays using a credit card or debit card.

Delivery: FOB origin (FOB destination (CONUS) applicable to Federal Government Customers only) Orders shipped from a manufacturer to Presidio at customer request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to customer FOB origin.

Changes to the above Terms and Conditions must be accepted in writing by Presidio Networked Solutions

Preprinted terms appearing on Customer Purchase Orders must be accepted in writing by Presidio Networked Solutions to be applicable.

Size Business: Large; CAGE Code: 0K005; DUNS 15-405-0959; CEC: 15-506005G; Tax ID# 58-1667655

Product is warranted by the Manufacturer, not by Presidio Networked Solutions. Please consult Manufacturer for warranty terms.

Opened product is non-returnable. Unopened equipment is non-returnable after 30 days from shipment date. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.

Please inspect equipment thoroughly against packing list before opening.

Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Import Clearance and Documentation - Customer shall be responsible for the Customs clearance process, where applicable, and for obtaining any and all required license and permits as well as satisfying any formalities required to import the Products into the Territory in accordance with all applicable laws and regulations, including but not limited to the payment of duties, taxes, surcharges, fees and any special assessments and take all other actions required in connection with the importation and Customs clearance of Products. Customer shall be responsible for ensuring documentation necessary for the import and Customs clearance process and recordkeeping meets all applicable laws and regulations.

Export Controls - (i) Customer shall comply with all applicable Export Control Laws, including but not limited to the U.S. Department of Commerce's Export Administration Regulations, in the performance of this Agreement and in the import, export, re-export, shipment, transfer, use, operation, maintenance, repair or disposal of Products and any related parts, components, accessories, know-how or technology. "Export Control Laws" means all export control, economic sanction and antiboycott laws and regulations of the United States and other jurisdictions, including but not limited to the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations and the U.S. Department of Treasury's economic sanctions regulations. (ii) Product and any related parts, components, accessories, know-how and technology must not be re-exported or transferred to restricted persons and sanctioned countries designated by the U.S. Government, including Cuba, Iran, North Korea, Sudan and Syria, unless authorized in advance by the Company and the U.S. Government. (iii) Customer acknowledge that transfers of Product and any related parts, components, accessories, know-how and technology may be subject to the terms and conditions of an export license, license exception or other authorization pursuant to Export Control Laws. Customer agree to comply fully with the terms of any licenses, license exceptions or authorizations and to provide Presidio Networked Solutions access to records needed to confirm such compliance upon request. (iv) Customer further acknowledges that certain Products may contain encryption and may be restricted for export, re-export, shipment or transfer to government end users in certain countries.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

<b>Quote #:</b>	8853470				
<b>Quote Name:</b>	SDIRC 2015-16 renewal				
<b>Quote Status:</b>	VALID				
<b>Customer price</b>	<b>\$187,774.94</b>				
<b>Bill to Name:</b>	PRESIDIO NETWORKED SOLUTIONS INC,				
<b>Created By:</b>	A-QUINONES				
<b>PRODUCT NUMBER</b>	<b>PRODUCT DESCRIPTION</b>	<b>QUANTITY</b>	<b>BEGIN DATE</b>	<b>END DATE</b>	<b>Customer price</b>
ANLG-DEV-UWL	Analog, non-app device add-on for UWL	120	01-Jul-2015	30-Jun-2016	\$420.00
ER-USR-LIC-10-ADD	EMRGNCY RSPNDR 8X USR LIC 10 PHNS ADD FOR EXSTNG 8X SYS ONL	60	01-Jul-2015	30-Jun-2016	\$1,008.00
L-CCX-85-S-1SL=	CCX 8.5 STD Seat Qty 1 LICENSE ONLY	17	01-Jul-2015	30-Jun-2016	\$749.70
LIC-UWL-PRO1K	Services Mapping SKU, 1K-10K UWL PRO users	400	01-Jul-2015	30-Jun-2016	\$16,240.00
LIC-UWL-STD1K	Services Mapping SKU, 1K-10K UWL STD users	2200	01-Jul-2015	30-Jun-2016	\$56,980.00
L-UNITY8-USR-ADDON	Additional Unity 8.x Users for CUWL	2600	01-Jul-2015	30-Jun-2016	\$27,300.00
L-UPC8-CLNT-LIC	^Cisco Unified Personal Communicator User License 8.x	2600	01-Jul-2015	30-Jun-2016	\$18,200.00
PUBLIC-IP-DEV-UWL	Public Space non-app phone add-on for UWL	50	01-Jul-2015	30-Jun-2016	\$525.00
VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	1	01-Jul-2015	30-Jun-2016	\$294.00
VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	1	01-Jul-2015	30-Jun-2016	\$294.00
VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	1	01-Jul-2015	30-Jun-2016	\$294.00
VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	1	01-Jul-2015	30-Jun-2016	\$294.00
VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	1	01-Jul-2015	30-Jun-2016	\$294.00
VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	1	01-Jul-2015	30-Jun-2016	\$294.00
VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	1	01-Jul-2015	30-Jun-2016	\$294.00
VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	1	01-Jul-2015	30-Jun-2016	\$294.00
VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	1	01-Jul-2015	30-Jun-2016	\$294.00
VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	1	01-Jul-2015	30-Jun-2016	\$294.00
VMW-VS5-ST-1A=	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	1	01-Jul-2015	30-Jun-2016	\$294.00
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40

CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-SRST/K9	^3825 Voice Bundle w/ PVDM2-64,FL-SRST-175,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,254.40
CISCO3825-V/K9	^3825 Voice Bundle,PVDM2-64,SP Serv,128F/512D	1	01-Jul-2015	30-Jun-2016	\$1,079.40
R210-2121605W	UCS C210 M2 Srvr w/1PSU, w/o CPU, mem, HDD, DVD or PCIe card	1	01-Jul-2015	30-Jun-2016	\$280.70
R210-2121605W	UCS C210 M2 Srvr w/1PSU, w/o CPU, mem, HDD, DVD or PCIe card	1	01-Jul-2015	30-Jun-2016	\$280.70
R210-2121605W	UCS C210 M2 Srvr w/1PSU, w/o CPU, mem, HDD, DVD or PCIe card	1	01-Jul-2015	30-Jun-2016	\$280.70
UCSC-C220-M3S	UCS C220 M3 SFF w/o CPU, mem, HDD, PCIe, PSU, w/ rail kit	1	01-Jul-2015	30-Jun-2016	\$193.20
UCSC-C220-M3S	UCS C220 M3 SFF w/o CPU, mem, HDD, PCIe, PSU, w/ rail kit	1	01-Jul-2015	30-Jun-2016	\$193.20
VG224	24 Port Voice over IP analog phone gateway	1	01-Jul-2015	30-Jun-2016	\$302.40
VG224-MP	VG224 for MultiPack	1	01-Jul-2015	30-Jun-2016	\$302.40
VG224-MP	VG224 for MultiPack	1	01-Jul-2015	30-Jun-2016	\$302.40
VG224-MP	VG224 for MultiPack	1	01-Jul-2015	30-Jun-2016	\$302.40
WS-C3560C-8PC-S	Catalyst 3560C Switch 8 FE PoE, 2 x Dual Uplink, IP Base	1	12-Jul-2015	30-Jun-2016	\$72.65
WS-C3560C-8PC-S	Catalyst 3560C Switch 8 FE PoE, 2 x Dual Uplink, IP Base	1	12-Jul-2015	30-Jun-2016	\$72.65
WS-C3560C-8PC-S	Catalyst 3560C Switch 8 FE PoE, 2 x Dual Uplink, IP Base	1	12-Jul-2015	30-Jun-2016	\$72.65
WS-C3560C-8PC-S	Catalyst 3560C Switch 8 FE PoE, 2 x Dual Uplink, IP Base	1	12-Jul-2015	30-Jun-2016	\$72.65
WS-C3560C-8PC-S	Catalyst 3560C Switch 8 FE PoE, 2 x Dual Uplink, IP Base	1	12-Jul-2015	30-Jun-2016	\$72.65
WS-C3560C-8PC-S	Catalyst 3560C Switch 8 FE PoE, 2 x Dual Uplink, IP Base	1	12-Jul-2015	30-Jun-2016	\$72.65
WS-C3560C-8PC-S	Catalyst 3560C Switch 8 FE PoE, 2 x Dual Uplink, IP Base	1	12-Jul-2015	30-Jun-2016	\$72.65
WS-C3560C-8PC-S	Catalyst 3560C Switch 8 FE PoE, 2 x Dual Uplink, IP Base	1	12-Jul-2015	30-Jun-2016	\$72.65
WS-C3560C-8PC-S	Catalyst 3560C Switch 8 FE PoE, 2 x Dual Uplink, IP Base	1	12-Jul-2015	30-Jun-2016	\$72.65
WS-C3560C-8PC-S	Catalyst 3560C Switch 8 FE PoE, 2 x Dual Uplink, IP Base	1	12-Jul-2015	30-Jun-2016	\$72.65
WS-C3560X-24P-S	Catalyst 3560X 24 Port PoE IP Base	1	07-Aug-2015	30-Jun-2016	\$201.92
WS-C3560X-24P-S	Catalyst 3560X 24 Port PoE IP Base	1	07-Aug-2015	30-Jun-2016	\$201.92
WS-C3560X-48P-S	Catalyst 3560X 48 Port PoE IP Base	1	22-Aug-2015	30-Jun-2016	\$340.35
WS-C3560X-48P-S	Catalyst 3560X 48 Port PoE IP Base	1	26-May-2015	30-Jun-2016	\$436.04

WS-C3560X-48P-S	Catalyst 3560X 48 Port PoE IP Base	1	26-May-2015	30-Jun-2016	\$436.04	
WS-C3560X-48P-S	Catalyst 3560X 48 Port PoE IP Base	1	26-May-2015	30-Jun-2016	\$436.04	
WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1	22-Aug-2015	30-Jun-2016	\$648.30	
WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1	07-Aug-2015	30-Jun-2016	\$679.36	
WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1	27-Aug-2015	30-Jun-2016	\$637.94	
WS-C6513	Catalyst 6500 13-slot chassis,20RU,no PS,no Fan Tray	1	01-Jul-2015	30-Jun-2016	\$13,185.90	
WS-C6513	Catalyst 6500 13-slot chassis,20RU,no PS,no Fan Tray	1	01-Jul-2015	30-Jun-2016	\$13,185.90	
					\$187,774.94	



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INVITATION TO BID NO.: 15C-34D – TERM CONTRACT FOR 100% FRUIT JUICE

DATE: April 9, 2015  
DATE SOLICITED: March 12, 2015  
PRESENTED TO BOARD: May 12, 2015

DATE OPENED: April 2, 2015  
DATE POSTED: April 9, 2015

CONTRACT PERIOD: June 16, 2015 through June 15, 2016  
DEPARTMENT: 9151      FUND: 4100      FUNCTION: 557020      ACCOUNT: 7602  
FUNDING SOURCE: School Food Service  
REQUESTING DEPARTMENT: School Food Service

**FINANCIAL IMPACT**

The annual financial impact to the operating budget is not to exceed \$4,200,000. The source of funds is School Food Service .

Items to be purchased include 100% Fruit Juice.

**AWARD RECOMMENDATION / TABULATION**

<u>VENDOR</u>	<u>MINORITY STATUS</u>	<u>ITEM 1</u>
<u>M &amp; B Products, Inc.</u>	--	<u>\$2,995,074.75</u>

LEGEND:

\_\_\_\_\_ = Award - Primary

MINORITY - (2-African American, 3-Hispanic American, 4-Native American, 5-Asian American, 6-American Woman, 7-Physically Impaired, 8-Other)

**RECOMMENDATION:** It is recommended that the award be made to the responsive and responsible bidder who responded to the bid, as indicated above.

Items not awarded will be purchased on the open market.

Note: Original Bid document is available upon request.

## BID PROTEST

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

## DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

SS:GM:DH



May 26, 2015

School District of Indian River County  
Attn: Rick Chuma, Director of Purchasing  
Support Service Complex  
6055 62<sup>nd</sup> Ave.  
Vero Beach, Fl. 32967

Dear Mr. Chuma,

Please accept this letter as authorization for the School District of Indian River County to piggyback off of the School District of Palm Beach bid #15C-34D, 100% Fruit Juices. M & B Products, Inc. utilizes a distributor, Food Fantasies d.b.a. Frozen Treats, in your area. Although, we are the main contract holder for the above mentioned bid, we authorize Frozen Treats to deliver juice products under the same terms and conditions as the original bid to your schools.

Frozen Treats will be the main contact for ordering and delivery. Their contact number is 800-330-0674 ext. 3. Your schools can continue to place orders on-line as they have done this year, through the website; <https://cop.frozentreatsmiami.com/>.

As this school year winds down, we are looking forward to working with you again in the upcoming year. We sincerely appreciate your support and feel free to reach out to us at any time should you ever have questions or concerns.

Sincerely,

Andrea McClellan  
M & B Products, Inc.  
8601 Harney Road  
Temple Terrace, Fl. 33637  
[andrea@mbproducts.com](mailto:andrea@mbproducts.com)  
813-988-2211 ext. 241



8601 Harney Road . Temple Terrace, Fl. 33637  
(813) 988-2211 . Fax (813) 980-6596  
[www.mbproducts.com](http://www.mbproducts.com)



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February 12, 2015

PBG Member,

Each year, all P.O.W.E.R. Buying Group (PBG) Members are required to sign a Letter of Agreement to participate and piggyback on product pricing approved for use by the POWER Buying Group.

It is the intention of the PBG Executive Committee to allow the school meal program administrators to express their intent to participate in various product award categories. This will allow each Member the opportunity to tailor PBG participation based upon each program's individual needs.

Members must complete and electronically return the Letter of Agreement with all applicable signatures to Linda Wiley, PBG Executive Director, at [powerbuyinggroup@gmail.com](mailto:powerbuyinggroup@gmail.com) no later than Monday, March 30, 2015. Member invoices for the \$4,500 annual dues will be emailed in May with payment due by Friday, August 28, 2015.

**Requirement: all members must indicate if their program will continue with current arrangements for storage and distribution of USDA Brown Box Foods or utilize US Foods for these services during the 2015 – 2016 school year.**

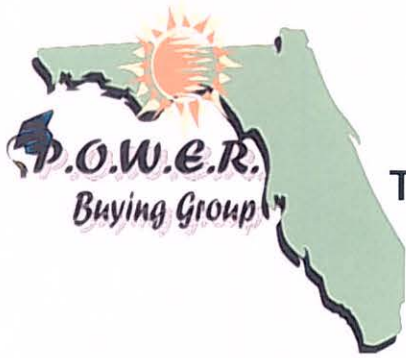
Thank you for your participation as a Member of the POWER Buying Group. Your continued support of the PBG Mission assures our Group's success.

Sincerely,

Roy Pistone II  
Chair,  
The P.O.W.E.R. Buying Group

Angela Torres  
Chair-Elect,  
The P.O.W.E.R. Buying Group





**2015 - 2016 SY LETTER OF AGREEMENT**  
**To participate in the P.O.W.E.R. Buying Group (PBG)**  
**For the term of: July 1, 2015 – June 30, 2016**

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
**Name of Member's School Nutrition Program**

**PBG's purpose** is to facilitate the members' processes for purchasing high quality food and supply products at competitive prices in compliance with all applicable guidance and regulations for their child nutrition programs.

The price solicitations and RFP, "Distribution of Food and Non-food Products for the P.O.W.E.R. Buying Group SDOC-14-P-065-LH" are hosted by the School District of Osceola County. Approval of PBG's participation has been provided by a majority vote of the members.

**IMPORTANT:** Food item pricing includes commercial pricing; and, if applicable, Net-Off-Invoice (NOI) or Modified-Fee-For-Service (MFFS) pricing for further-processed USDA Foods.

**Termination of this Agreement** by a member is permitted with written notice received by the Executive Director a minimum of ninety (90) days prior to the start of the next PBG fiscal year.

**Special conditions** directly impacting the member's continued participation in the PBG bids are to be presented to the Executive Director as soon as possible for review by the PBG Executive Board.

**Due date** for this Letter of Agreement with category participation completed and required signatures is **Monday, March 30, 2015** to be electronically mailed to the Executive Director at the e-mail address on the cover letter and end of the agreement.

**For the term of this Agreement, each member shall:**

- Issue blanket purchase orders to the distributor (US Foods) to cover purchases of the food and supply items effective July 1, 2015 through June 30, 2016.
- Purchase bid items from the distributor in strict adherence with the terms, conditions, and unit prices of the School District of Osceola County, SDOC-14-P-065-LH, and all related addenda; as well as all applicable federal, state and local statutes, regulations, and ordinances and member purchasing policies and procedures.
- Differentiate bid and market items on orders in a manner that aids identification of the market items for audit purposes. (**Best practice: non-bid and market items should be on a separate invoice for audit purposes.**)
- Pay all distributor invoices per the contract terms for food and supplies received. Distributor and member will work to resolve disputed invoices to facilitate timely payments.
- Cooperatively contribute time and expertise (of one or more staff members as appropriate) to price solicitation development, product testing and evaluation to improve the product pricing for the benefit of all members.

## 2015–2016 PBG Letter of Agreement, Continued

- Provide the distributor with all cycle menus for Breakfast, Lunch, Afterschool Snacks and Supper programs, as applicable, and provide advance forecasts of food and supply items for future orders as requested by the distributor.
- Provide accurate and complete information (including surveys, votes, required forms and website profiles, etc.) requested by the Executive Board and/or Committee/Division Chair(s) by the stated deadline or according to established procedures.
- Review members' administrative procurement policies and procedures to ensure compliance with PBG stated guidance.
- Attend a minimum of two (2) quarterly PBG meetings, at least one (1) of the Division meetings and participate in a majority of the Division conference calls.
- Determine current allocations for USDA Foods, if applicable, based on PBG processed USDA Foods price solicitations and piggyback other existing bids only when needed to deplete previous allocations of USDA Foods.
- Adhere to the Mission Statement, Code of Ethics, Bylaws, and Policies and Procedures as approved by PBG members.
- Communicate distributor concerns and requests accurately to the members' Division offices in a timely manner, sending copies of all incident reports and pictures to PBG Division Chair, Executive Director and Distributor's Director of Business Development.
- Communicate PBG concerns, questions and ideas to Division Chair and PBG Executive Director.
- Remit the annual fee of \$4,500 (invoice to be sent by May 1, 2015) prior to the August 28, 2015 due date. Payments made during September 2015 will be assessed an additional 5% late fee.

*NOTE: Failure to pay the annual fee invoice by September 30, 2015 may result in initiation of the termination process.*

Failure to adhere to all elements of this Letter of Agreement may qualify as grounds for termination of member's access to PBG pricing and services for a period of time up to 36 months. Noncompliant members will receive notification of the initiation of the termination process which includes an opportunity for resolution of the noncompliant issue(s).

The termination will be effective twelve (12) weeks after the PBG Executive Board decision is issued.



## PBG Member Determination Bid Category Participation

Members will provide information below on their participation decisions for the 2015 – 2016 school year.

**Requirement:** all members must indicate if their program will continue with current arrangements for storage and distribution of USDA Brown Box Foods or utilize the awarded distributor (US Foods) for these services during the 2015 – 2016 school year.

PBG members are **not required** to participate in all **product** categories.

Please **circle YES or NO** and **add the School Nutrition Program Administrator's initials** for each category:

Yes  No  Paul  
Initials Main Line Items

Yes  No  Paul  
Initials PBG's awarded distributor (US Foods) for Storage and Distribution of USDA Brown Box Foods

Yes  No  Paul  
Initials Disposable Products

Yes  No  Paul  
Initials Bread Items

Yes  No  Paul  
Initials 100% Fruit Juice - Frozen

Yes  No  Paul  
Initials Produce

Yes  No  Paul  
Initials Smallwares (*possible future bid*)

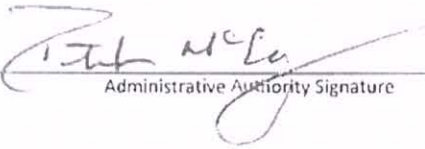
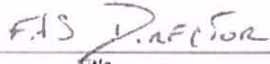
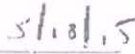
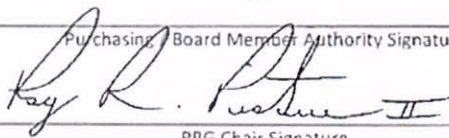
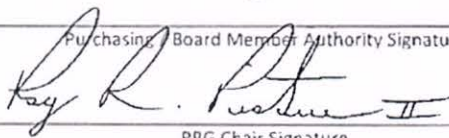
Yes  No  Paul  
Initials Cleaning Supplies

2015–2016 PBG Letter of Agreement, Continued

The member acknowledges that as in any successful partnership, it is imperative that all participants work cooperatively to achieve maximum benefit both individually and collectively. Members providing accurate, complete information as requested directly contribute to the total effectiveness of the PBG. The PBG is committed to provide quality products, which are competitively priced, in compliance with all guidance and regulations in an effective, efficient manner to all members.

**P.O.W.E.R. Buying Group Mission Statement**

The mission of the POWER Buying Group is to work collaboratively to procure high quality, competitively priced foods and supplies that will enhance the health and nutritional well-being of students participating in Florida Child Nutrition Programs.

		
Administrative Authority Signature	Title	Date
<hr/>		
		
Purchasing Board Member Authority Signature	Title	Date
		5/18/15
PBG Chair Signature		Date

Note: Please electronically mail the completed and signed Letter of Agreement to the PBG Executive Director no later than June 30, 2015 at: [powerbuyinggroup@gmail.com](mailto:powerbuyinggroup@gmail.com)



**P.O.W.E.R. Buying Group  
Annual Service Invoice  
for 2015- 2016 School Year**

Date	Invoice #
5/6/2015	1516130

<b>Bill To</b>
School District of Indian River County Patrick McCarty Patrick.McCarty@indianriverschools.org

<b>Mail payment to PBG TREASURER:</b>  Shirley Alday Food Service Department Gadsden County Schools 35 Martin Luther King, Jr. Blvd. Quincy, FL 32351
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PBG email address:	powerbuyinggroup@gmail.com
PBG Phone:	(513) 884-9034

Due Date	8/28/2015
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Quan...	Description	Rate	Amount
	Annual fee for cooperative child nutrition program food and supply procurement services during the 2015 - 2016 school year. Members will piggy back on the main line food and supply RFP awarded by the PBG lead agency, School District of Osceola County. The RFP is: RFP SDOC-14-P-065-LH and awarded to US Foods.	*****	4,500.00
	Discount of PBG annual service fee resulting from valued service as a member of the PBG Executive Committee for the 2014-2015 school year	*****	-500.00
	Remit the annual fee prior to the August 28, 2015 due date. Mail checks to the PBG Treasurer at the address shown above. Payments made during September 2015 will require an additional 5% late fee. Direct your questions to the PBG Executive Director, Linda Wiley, at powerbuyinggroup@gmail.com.		
	Make checks payable to POWER Buying Group EIN:	<b>Total</b>	<b>\$4,000.00</b>





*We Source the World!*

5/27/2015

To the Director of Purchasing for Indian River County Schools:

This letter is to verify the current contract for the government. The Produce Connection was awarded the fresh fruit and vegetable contract on September 7<sup>th</sup>, 2014. The contract is valid until March 6<sup>th</sup>, 2019. We are responsible for several South Florida County schools including Indian River County. Our current contract number is SPE30014DP262.

Although we are the awarded vendor for the contract, we use several subcontractors to deliver the schools that are in central and north Florida. The subcontractor that will be delivering to Indian River County Schools is Robert Erneston Produce. They are in charge of your county as well as several others.

If you have any questions or concerns, or if you need any further information, please feel free to contact me at (305)633-0011 or [Yamaral@TheProduceConnection.com](mailto:Yamaral@TheProduceConnection.com).

Thank you.

Sincerely,

Yesenia A. Fishbein  
Contract Manager





**DEFENSE LOGISTICS AGENCY**  
TROOP SUPPORT  
700 ROBBINS AVENUE  
PHILADELPHIA, PENNSYLVANIA 19111-5092

IN REPLY  
REFER TO

DLA Troop Support--FTPD/ Anthony Knight (215) 737-3303

July 29, 2014

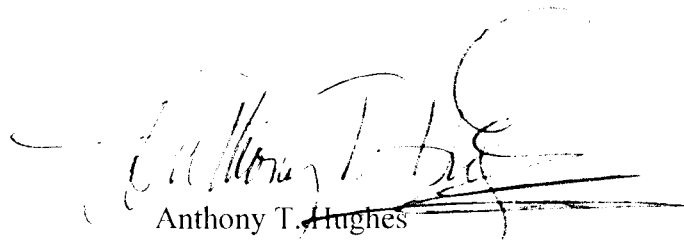
**Subject:** Full Line Fresh Fruit and Vegetables support for the South Florida Troop and School customers long term contract under solicitation SPM300-13-R-0085.

ATTN: Mr. Bruce Fishbein  
The Produce Connection  
2200 NW 23RD ST  
Miami, FL 33142-8423

Mr. Fishbein:

This letter serves as notice of long term contract award for full line of fresh fruit and vegetables support for the South Florida zone Group 1A Troop customers and Group 2A School customers.

Your Troop Contract is SPE300-14-D-P262; the School Contract number is SPE300-14-D-S262.



Anthony T. Hughes  
Contracting Officer  
Phone: (215)737-0667

# Construction Management at Risk

**Agreement Between Owner And Construction Manager**

**PROJECT NAME/LOCATION**  
SDIRC # 2015-19  
NEW CLASSROOM BUILDING  
CITRUS ELEMENTARY SCHOOL

**CONSTRUCTION MANAGER**  
PROCTOR CONSTRUCTION COMPANY  
2050 US HIGHWAY 1  
SUITE 200  
VERO BEACH, FL 32960

**ARCHITECT / ENGINEER**  
C M CRAWFORD ARCHITECT INC.  
P O BOX 6511  
VERO BEACH, FL 32961-6511



**School Board of Indian River County  
1990 25th Street  
Vero Beach, Florida 32960**

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**FORM OF AGREEMENT  
BETWEEN  
OWNER AND CONSTRUCTION MANAGER**

This AGREEMENT made this 9th day of June, 2015, by and between the **School Board of Indian River County**, hereinafter called the **Owner**, and **Proctor Construction Company**, hereinafter called the **Construction Manager**.

**ARTICLE 1  
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT**

The Construction Manager accepts the relationship of trust and confidence established between him and the Owner by this Agreement. He covenants with the Owner to furnish his best skill and judgment and to cooperate with the Architect-Engineer, in furthering the interests of the Owner. He agrees to furnish efficient business administration and superintendence and use his best efforts to complete the Project in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the Owner.

- 1.1 The Construction Team The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required. The Architect-Engineer will provide leadership throughout the life of the project, with support from the Construction Manager, and the Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.

The specific representatives of the Construction Team are shown in Exhibit A attached.

- 1.2 Extent of Agreement This Agreement for "SDIRC 2015-19 NEW CLASSROOM BUILDING – CITRUS ELEMENTARY SCHOOL" between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. When Drawings, Specifications and other descriptive documents defining the work to be included under a construction authorization are complete, they shall be identified in the construction authorization issued by the Project Manager. When Drawings, Specifications and other descriptive documents defining the work to be included in the Guaranteed Maximum Price (GMP) are complete, an Amendment to the Agreement shall be signed by the Owner and Construction Manager, acknowledging the GMP amount and the Drawings, Specifications and other descriptive documents upon which the GMP is based. To expedite the preparation of this GMP Amendment by the Owner, the Construction Manager shall obtain six (6) sets of signed, sealed and dated Drawings, Specifications and other documents upon which the GMP is based from the Architect-Engineer, shall acknowledge on the face of each document of each set that it is the set upon which he based his GMP and shall send one set of the documents to the Owner's

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Contracts Administrator along with his GMP proposal, while keeping one set for himself and returning one set to the Architect-Engineer.

The general intent of the Contract Documents is to include all items necessary for the proper execution and completion of the scope of the Work by the Construction Manager. All Work mentioned or indicated in the Contract Documents shall be performed by the Construction Manager as part of this Agreement unless it is specifically indicated in the Contract Documents that such Work is to be done by others. In the event the Drawings or the Specifications disagree in themselves or with each other, the Construction Manager shall provide the better quality or better quantity of Work unless otherwise directed by a written addendum to the Agreement. In the event of discrepancies among the Contract Documents, the documents shall be construed according to the following priorities:

- Highest Priority- GMP Amendment
- Second Priority- Amendments to drawings and specifications – later date to take precedence
- Third Priority- Construction Management Agreement
- Fourth Priority- Specifications
- Fifth Priority- Drawings
- Sixth Priority- Request for Qualifications Solicitation Document and all addenda, and all written proposals and responses from Construction Manager.

This Agreement shall not be superseded by any provisions of the Construction Documents and may be amended only by written instrument signed by both Owner and Construction Manager.

### 1.3 Definitions:

Project The Project is the total work to be performed under this Agreement. The Project consists of planning, design, permitting and construction for “**SDIRC 2015-19 NEW CLASSROOM BUILDING – CITRUS ELEMENTARY SCHOOL**” necessary to build the component parts identified in Exhibit B.

Owner The School Board of Indian River County. The entity that will occupy, use and own the Project upon substantial completion is the School Board of Indian River County. The funds with which the compensation of the architects, engineers, Construction Managers, etc. will be paid are under the control of the School Board of Indian River County, based on approval of each payment by the School Board of Indian River County.

Permitting Authority The School Board of Indian River County, Vero Beach, Florida

Construction Manager Proctor Construction Company, Vero Beach, Florida

Architect/Engineer CM Crawford Architect, Inc., Vero Beach, Florida



Project Manager The person designated by the Owner to provide direct interface with the Construction Manager with respect to the Owner's responsibilities. See Exhibit A

Owner's Representatives The Project Manager and his superiors or designee(s).

Estimate The Construction Manager's latest estimate of probable Project Construction Cost.

- 1.4 Owner's Construction Budget Owner's funds budgeted and requested for construction of the Project. The Owner's Construction Budget is **\$3,000,000 (ENTIRE PROJECT)**, identified in Exhibit B. This acknowledgement of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7, subsequent to the approval of this Agreement by the School Board.

## ARTICLE 2 CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

### 2.1 Project Management Information System (PMIS)

#### 2.1.1 General:

##### Narrative Reporting System

- (1) The Construction Manager, in collaboration with Architect-Engineer, shall prepare written reports as described hereunder. All reports shall be in 8.5" X 11" format.
- (2) The Narrative Reporting System shall include the following reports:
  - (a) A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by Permitting Authority.
  - (b) A Monthly Cost Narrative describing the current Construction Cost estimate status of the Project.
  - (c) A Monthly Scheduling Narrative summarizing the current status of the overall Project Schedule. This report shall include an analysis of the various Project Schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.



- (d) A Monthly Accounting Narrative describing the current cost and payment status of the entire Project. This report shall relate current encumbrances and expenditures to the budget allocations.
  - (e) A Monthly Construction Progress Report during the Construction Phase summarizing the work of the various sub construction. This report shall include information from the weekly job site meetings, as applicable, such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations, and plans for the succeeding month.
  - (f) Construction Manager shall submit, for Owner approval, a direct tax savings purchase plan that, upon acceptance, will be part of the Construction Manager's services.
- (3) The reports outlined in subsection (2) (a) through (e) above shall be bound with applicable computer reports and submitted monthly during Design and Construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others designated by the Project Manager with the monthly pay requisition.

Additional copies of the report outlined in subsection (2) (a) shall be bound separately and distributed monthly as directed by the Project Manager.

### 2.1.2 Schedule Control System

- (1) Master Project Schedule  
Upon award of this Contract, the Construction Team shall submit a master Project Schedule covering the planning and design approvals, construction and Owner occupancy of the Project. This Schedule will serve as the framework for the subsequent development of all detailed schedules. The master Project Schedule shall be produced and updated monthly throughout the Project.
- (2) Construction Schedule  
At the same time that the Guaranteed Maximum Price (GMP) is submitted to the Owner, the Construction Manager shall prepare and submit to the Architect-Engineer a Construction Schedule graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the Project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity.

Following development and submittal of the Construction Schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of

performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original Construction Schedule and all updates and/or revisions thereto as reflected in the updated and/or revised Construction Schedule last submitted prior to submittal of each such monthly update and revision. Each such update and/or revision to the Construction Schedule shall be submitted to the Architect-Engineer in duplicate. Failure of the Construction Manager to update, revise, and submit the Construction Schedule as aforesaid shall be sufficient grounds for the Architect-Engineer to find the Construction Manager in substantial default and certify to the Owner that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule update acceptable to the Architect-Engineer is submitted.

(3) The Construction Manager shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:

(a) Pre-Bid Schedules (Sub Networks) the Construction Manager shall prepare a Construction Schedule for work encompassed in each bid package. The Schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show the interrelationship between the work of the successful bidder and that of other Subcontractors, and shall establish milestones keyed to the overall master Schedule.

(b) Occupancy Schedule The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turnover procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

2.1.3 Project Accounting The Construction Manager shall in coordination with the Architect-Engineer submit reports as detailed below:

(1) A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

(2) A Detailed Status Report showing the complete activity history of each item in the project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.

2.2 Design Review and Recommendations- Preconstruction Services



(1) Review and Recommendations

The Construction Manager shall familiarize himself thoroughly with the evolving architectural, civil, mechanical, plumbing, electrical and structural plans and specifications and shall follow the development of design from preliminaries through working drawings. He shall make recommendations with respect to the selection of systems and materials, and cost reducing alternatives including assistance to the Architect-Engineer, and Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall speak to the benefits of the speed of erection and early completion of the Project. He shall furnish pertinent information as to the availability of materials and labor that will be required. He shall submit to the Owner, Permitting Authority and Architect-Engineer such comments as may be appropriate concerning construction feasibility and practicality. He shall call to the Project Manager's and the Architect-Engineer's attention any apparent defects in the design, drawings and specifications or other documents. He shall prepare an estimate of the Construction Cost utilizing the unit quantity survey method.

(2) Report Review and Warranty

Within forty (45) days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in paragraph (1) above and on factors set out in paragraph (5). Promptly after completion of the review, he shall submit to the Project Manager and Permitting Authority, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as he may deem appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments he may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.2.

AT COMPLETION OF THE CONSTRUCTION MANAGER'S REVIEW OF THE PLANS AND SPECIFICATIONS, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED BY APPROPRIATE COMMENTS PURSUANT TO THIS SECTION, THE CONSTRUCTION MANAGER SHALL WARRANT, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED TIME.

DISCLAIMER OF WARRANTY – THE OWNER DISCLAIMS ANY WARRANTY THAT THE PLANS AND SPECIFICATIONS FOR THE PROJECT ARE ACCURATE, PRACTICAL, CONSISTENT OR CONSTRUCTIBLE.

(3) Long Lead Procurements

The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the Subcontractors, the Project Manager and the Architect-Engineer of the required



procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. As soon as the Architect-Engineer has completed drawings and technical specifications and the Construction Manager has obtained permitting approval, the Construction Manager shall prepare invitations for bids. The Construction Manager shall keep himself informed of the progress of the respective Subcontractors or suppliers, manufacturing or fabricating such items and advise Project Manager, Owner and Architect-Engineer of any problems or prospective delay in delivery.

(4) Job-Site Facilities

The Construction Manager shall arrange for all Job-Site facilities necessary to enable the Construction Manager and the Owner's representatives and the Architect-Engineer to perform their respective duties in the management, inspection and supervision of construction. The Construction Manager is responsible for proper care and maintenance of all equipment while in his control.

(5) Weather Protection

The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. He shall submit to the Construction Team his recommendations as to needed requirements of this nature and as to the Contract or contracts in which they should be included.

(6) Labor and Material Recommendations

(a) The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; he shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material, and (2) in light of such determinations, make recommendations as may be appropriate with respect to long lead procurements, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

(b) Within thirty (30) days after receiving Notice to Proceed, the Construction Manager shall submit a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Project Manager and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.



- (c) The Construction Manager shall carry out an active program of stimulating interest of qualified Construction Managers in bidding on the work and of familiarizing those bidders with the requirements of this Project.

### 2.3 Construction Phase

(1) Construction Manager's Staff

The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the Subcontractor and shall provide no less than those personnel during respective phases of construction that are set forth in **Exhibit C** to this Agreement. He shall not change any of those persons named in Exhibit C unless mutually agreed by the Owner and Construction Manager. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.

(2) Lines of Authority

The Construction Manager shall establish and maintain lines of authority for these personnel, and shall provide this definition to the Owner and all other affected parties such as the code inspectors of the Permitting Authority, the Subcontractor, the Architect-Engineer and the Owner's representatives, to provide general direction of the work and progress of the various phases and Subcontractor. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his Subcontractor; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the Subcontractor.

(3) Schedule

Construction Manager shall provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Construction Manager's work to the work of his Subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Project Schedule. The Schedule shall include all phases of the construction work, material supplies, long lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. He shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meeting or inspection giving each at least one week notice unless such notice is made impossible by conditions beyond his control.

(4) Solicitation of Bids

- (a) Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall requests for bids and proposals when

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applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such requests for bids and proposals shall be prepared in accordance with the following guidelines:

1. Contracts not exceeding \$10,000 may be entered into by the Construction Manager with the firm who submits the lowest verbal quotation. The Construction Manager shall obtain a minimum of two (2) verbal quotations. These quotations shall be entered on a bid tabulation sheet and a copy of such tabulation sent to the Owner, Architect-Engineer and to each firm. The successful quotation shall be confirmed by written contract or purchase order to the low bid firm defining the scope and quality of work to be provided.
  2. Contracts exceeding \$10,000 but not exceeding \$200,000 may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal. The Construction Manager shall request firms to submit sealed written proposals based on a written drawing and/or specification. A tabulation of the results shall be furnished to the Owner, Architect-Engineer and to each firm.
  3. Contracts exceeding \$200,000 but not exceeding \$500,000 may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal. The Construction Manager shall advertise these projects at least once with the last advertisement appearing at least twenty-one (21) calendar days prior to the established bid opening date. These proposals shall be based on approved plans and specifications.
  4. Contracts exceeding \$500,000 shall be treated the same as described under #3 above except that the advertisement shall be run for at least thirty (30) days prior to the established bid opening and at least five (5) days prior to any scheduled pre-bid conference.
- (b) For each separate construction contract exceeding \$25,000, the Construction Manager shall unless waived by the Owner, conduct a pre-bid conference with prospective bidders, the Architect-Engineer and Project Manager. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

(5) Bonds





In accordance with the provisions of Section 255.05, Florida Statutes, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond each in an amount not less than the total Cost of the Project as defined in Article 9 plus the Construction Manager's fees defined in Article 8.

To be acceptable to the School Board of Indian River County as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

- (a) The Surety Company shall have a currently valid Certificate of Authority, issued by the state of Florida, Department of Insurance, authorizing it to write surety bonds in the state of Florida.
- (b) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
- (e) If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
  - 1. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

<u>CONTRACT AMOUNT</u>	<u>POLICY HOLDER'S RATING</u>	<u>REQUIRED FINANCIAL RATING</u>
\$ 500,000- 1,000,000	A-	Class I
1,000,000- 2,000,000	A-	Class II
2,000,000- 5,000,000	A-	Class III
5,000,000- 10,000,000	A-	Class IV
10,000,000- 25,000,000	A-	Class V
25,000,000- 50,000,000	A-	Class VI
50,000,000- 100,000,000	A-	Class VII

- 2. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policyholders, provided:



- (i) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the state of Florida, Department of Insurance to do business in this state have been met.
- (ii) In the case of the Surety Insurance Company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

(6) Quality Control

The Construction Manager shall develop and maintain a program, acceptable to the Owner and Architect-Engineer, to assure quality control of the Construction. He shall supervise the work of all Subcontractors providing instructions to each when their work does not conform to the requirements of the plans and Specifications and he shall continue to exert his influence and control over each Subcontractors to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the Specifications and plans, the Owner shall be the final judge of performance and acceptability.

(7) Subcontractor Interfacing

The Construction Manager shall be the single point of interface with all Subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected Subcontractor and shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work is begun on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. He shall also carefully review all shop drawings and then forward the same to the Architect-Engineer for review and actions. The Architect-Engineer will transmit them back to the Construction Manager who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. He shall request the Architect-Engineer to make interpretations of the Drawings or Specifications requested of him by the Subcontractor and shall maintain a suspense control system to promote timely response. He shall advise the Project Manager and Architect-Engineer when timely response is not occurring on any of the above.

(8) Permits



The Owner shall secure all necessary building permits from the permitting authority and all necessary utility connection permits, the cost of which will be considered a direct cost item.

(9) Job Site Requirements

- (a) The Construction Manager shall provide for each of the following activities as a part of his Construction Phase Fee:
1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.
  2. Maintain a roster of companies on the Project with names and telephone numbers of key personnel.
  3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
  4. Provide labor relations management for a harmonious, productive project.
  5. Provide a safety program for the Project to meet OSHA requirements. Monitor for Subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
  6. Provide a quality control program as developed under Article 2.4(6) hereinabove.
  7. Miscellaneous office supplies that support the construction efforts which are consumed by his own forces.
  8. Travel to and from his home office to the Project site as the Project requires.
- (b) The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide the printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors as a direct cost item.

(10) Job Site Administration

As part of the General Conditions as defined in 8.1.3, the Construction Manager shall provide job site administrative functions during construction. Job site administration includes holding, in conjunction with the Architect-Engineer, job meetings with the frequency of meetings to be determined by the Owner, but in no case less than on a monthly basis. Administration also includes plan review & approval, construction material management, reporting functions and payment & accounting activities.





- (a) Job Meetings  
The intent of the job site meeting is to preplan work and reinforce schedules and for establishing procedures, responsibilities, and identification of authority. The intent is also to assure proper documentation, including but not limited to such things as the following:
- Topics of discussion shall include, but not be limited to the following:
- (1) Review and coordination of each Subcontractor's work.
  - (2) Review and implementation of revisions to the Schedule.
  - (3) Discussion and resolution of issues and barriers to completing the job.
  - (4) Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solution.
  - (5) Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.
- (b) Shop Drawing Submittals/Approvals  
Provide staff to check shop drawings and to implement procedures for submittal and transmittal to the Architect-Engineer of such drawings for action, and closely monitor their submittal and approval process. Maintain a submittal log with the status of all due submittals including their projected submittal date, projected approval date, actual submittal date, review status, actual approval date, and any other information pertinent to plan the project.
- (c) Material and Equipment Expediting  
Provide staff to closely monitor material and equipment deliveries, critically important checking and follow up procedures on supplier commitments of all Subcontractors.
- (d) Payments to Subcontractors  
Develop and implement a procedure for review, processing and payment of applications by Subcontractors for progress and final payments.
- (e) Document Interpretation  
Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer.
- (f) Reports and Project Site Documents  
Record the progress of the Project. Submit written progress reports to the Owner and the Architect-Engineer, including information on the Subcontractor's work, and the percentage of completion. Keep a daily

log available to the Owner, the Architect-Engineer and the Permitting Authority inspectors.

- (g) **Subcontractor's Progress**  
Prepare periodic punch lists for Subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.
- (h) **Substantial Completion**  
Ascertain when the work or designated portions thereof are ready for the Architect-Engineer's substantial completion inspection. The Architect-Engineer will prepare a list of unsatisfactory items during the completion inspection that will be known as the punchlist. Upon receipt of the Architect-Engineer's punchlist, the Construction Manager shall have 30 days to remedy all items, at which time Final Completion will be issued. See the Section 18.9 for Liquidated Damages concerning the failure to attain Substantial Completion or Final Completion by the prescribed date. If the Construction Manager wishes the Architect-Engineer to conduct a pre-substantial completion inspection in conjunction with his own forces, the Architect-Engineer will prepare the pre-substantial punch list from which the Construction Manager will develop a completion schedule that must be reviewed and approved by the Owner. The Architect-Engineer will issue a Certificate of Substantial Completion when the work on his pre-substantial punch list has been accomplished. **See Exhibit D**
- (i) **Final Completion** Monitor the Subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books including the Final Completion Form shown in **See Exhibit E**
- (j) **Start Up** With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start up and testing by the trade Construction Managers.
- (k) **Record Drawings**  
During the progress of the work, the Construction Manager shall require the plumbing, air conditioning, heating, ventilating, elevator and electric Subcontractors to record on their field sets of drawings the exact locations, as installed, of all conduit, pipe and duct lines whether concealed or exposed which were not installed exactly as shown on the contract drawings. The Construction Manager shall also record all drawing revisions that have been authorized by Change Order that effect wall or partition locations, door and window locations and other template changes. The exact routing of conduit runs shall be shown on these drawings.

Upon completion of the work, this data shall be recorded to scale utilizing a computer aided design and drafting application (CADD). Two (2) sets of disk





files will be furnished to the Construction Manager by the Architect-Engineer, but cost shall be borne by the Construction Manager. Each drawing shall be noted "As Built" and shall bear the date and name of the Subcontractors that performed the work. Where the work was installed exactly as shown on the contract drawings, the sheets shall not be disturbed except as noted above.

The Construction Manager shall review the completed "As Built" drawings and ascertain that all data furnished on the drawings is accurate and truly represents the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work, the Construction Manager shall furnish true elevations and locations, all properly referenced by using the original bench mark used for the institution or for this Project. The disks shall be submitted to the Architect-Engineer when completed, together with two (2) sets of blue-line or black-line prints for certification and forwarding to the Using Agency, at the time of final completion.

(11) Project Records

The Construction Manager will maintain at the job site, unless agreed to otherwise by the Project Manager, on a current basis, files and records such as, but not limited to the following:

- Contracts or Purchase Orders
- Shop Drawing Submittal/Approval Logs
- Equipment Purchase/Deliver Logs
- Contract Drawings and Specifications with Addenda
- Warranties and Guarantees
- Cost Accounting Records: Sales Tax Recovery Status Report; Labor Costs;
- Material Costs
- Equipment Costs
- Cost Proposal Requests
- Payment Request Records
- Meeting Minutes
- Cost Estimates
- Bulletin Quotations
- Lab Test Reports
- Insurance Certificates and Bonds
- Contract Changes
- Purchase Orders
- Material Purchase Delivery Logs
- Technical Standards
- Design Handbooks
- "As Built" Marked Prints
- Operating & Maintenance Instructions
- Daily Progress Reports
- Monthly Progress Reports
- Correspondence Files
- Transmittal Records
- Inspection Reports
- Bid/Award Information
- Bid Analysis and Negotiations

Punch Lists  
Suspense (Tickler) Files of Outstanding Requirements

The Project Records shall be available at all times to the Owner and Architect-Engineer for reference or review.

(12) Owner Occupancy

The Construction Manager shall provide services during the Design and Construction Phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the Construction Manager "on line" in such conditions as will satisfy Owner operational requirements.

The Construction Manager shall oversee the preliminary punch list inspection and coordinate the completion of all punch list work to be done with Owner occupancy requirements in mind.

The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. He shall provide operational training in equipment use, for building operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.

The Owner will not occupy or take control of the Project until the above items discussed in this paragraph have been completed and the Substantial Completion, Start Up, Record Drawing and Warranty requirements specified in paragraphs 2.3(10)(h thru j) and 2.3(13) have been completed to the Owner's satisfaction excluding the requirements for a warranty inspection nine (9) months after Owner Occupancy.

(13) Warranty

Where any work is performed by the Construction Manager's own forces or by Subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such Work will be new except where indicated otherwise in Contract documents, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. With respect to the same Work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one (1) year from the date of Owner Occupancy per 6.2 or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract documents. Also, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection nine (9) months after the date of Owner Occupancy.





- (14) No city or county permits or inspection fees are required on school property. The Owner will pay costs of any impact, pollution control, any and all state and federal environmental permits including but not limited to clean water act permits, or connection fee charged to cover costs of central plants and main trunk line. When the Contract Documents require connection from the Work into utility lines or streets, the Construction Manager shall pay all costs of such connections, regardless of whether Work is done by the Construction Manager or by the utility supplier. Permits for such Work may need to be coordinated by the Designer for permit application.
- (15) In-progress inspections by city or county officials or their inspectors are not required on school property. State certified inspectors or representatives employed by the Owner will check for compliance with applicable codes and monitor the course of construction on the Owner's behalf. This inspector may call to the Construction Manager's attention, Work which is considered to be not in accordance with the Drawings and Specifications, and therefore unacceptable. The Construction Manager will either repair or replace such construction, or appeal to the Designer for a ruling. The Designer will be the final authority as to acceptability of Work, and the inspector will not by inference, be accepting Work on the Designer's behalf. The inspector may from time to time request changes in the Work which will enhance the job or remove an undesirable condition. In such instances, the Owner's request will be in writing to the Construction Manager through the Designer.
- (16) Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner. Trade discounts, rebated, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner and the Construction Manager shall make provisions so they can be secured.
- (17) The Construction Manager shall obtain and deliver promptly to the Designer any occupancy permit and any certificates of final inspection of any part of the Construction Manager's Work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, and air compressors, which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Designer shall be a condition precedent to substantial completion of the Work unless the certificates stated herein are withheld for reasons that are neither the fault nor the negligence of the Construction Manager.
- (18) Accounting Records and Audit
- (a) The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants or other duly authorized representatives or agents shall be afforded access to the Construction Manager's records, books, correspondence, instructions, Drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Project for audit purposes, and the Construction Manager shall preserve these records, documents and data for a period of four years after final

payment, or for such longer period as may be required by law. The Construction Manager shall require all of its Subcontractors likewise to retain such records, documents and data. If the Construction Manager receives notification of a dispute or the commencement of litigation regarding the Project within this four-year period, the Construction Manager shall continue to maintain all Project records until final resolution of the dispute or litigation.

- (b) Upon seven calendar days' written notice, from the date of this Agreement to the last date described in Article 2.3(18)(a), the Construction Manager shall make its records available during normal business hours to the Owner or its authorized representative(s). Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Construction Manager's records at the Owner's reasonable expense, within adequate work space at the Construction Manager's facilities. Such rights to inspect, examine, review and copy shall extend to the records and documentation of Subcontractors. Failure by the Construction Manager to supply substantiating records shall be reason to exclude the related costs from amounts which might otherwise be payable by the Owner to the Construction Manager pursuant to this Agreement.
  - (c) If at any time, Owner conducts an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged Owner, Construction Manager shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount. Owner may recover the Overcharged Amount from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and Owner. If such amounts owed Construction Manager are insufficient to cover the Overcharged Amount, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount be deemed a reimbursable Cost of the Work.
  - (d) This Article 2.3.18, "Accounting Records and Audit," including all access, inspection, and copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.
- (19) The Construction Manager is solely responsible for reviewing and comparing the Contract Documents with each other and shall immediately report to the Designer any and all errors, inconsistencies or omissions. In the event the Construction Manager performs any Work with the knowledge that it involves an error, inconsistency or omission in the Contract Documents, the Construction Manager shall be responsible for such erroneous, inconsistent, or omitted Work. The Construction Manager is also responsible for taking such field measurements as are necessary in order to verify field conditions and to compare such field measurements and conditions with the Contract Documents. Any and all errors, inconsistencies or omissions shall be immediately reported to the Designer.





- (20) The Construction Manager shall be solely responsible for supervising and directing the Work, and shall have sole responsibility for determining appropriate construction means, methods, techniques, sequences and procedures, and for coordinating the Work under the Contract Documents. The Construction Manager shall be solely responsible to the Owner for the acts and omissions of all entities or persons performing or supplying any portion of the Work for which the Construction Manager has contracted.
- (21) The Construction Manager is not relieved of its obligations to perform the Work in accordance with the Contract Documents by any activity of the Designer, unless such change to the Work has been reduced to writing and executed by the Owner.
- (22) The Construction Manager hereby warrants to the Owner that all materials and equipment furnished under the Agreement will be of good quality and new, and that the Work performed will be free from any and all defects and will be in conformity with the requirements of the Contract Documents. All Work not conforming to these requirements may be declared defective by the Owner. If requested, the Construction Manager shall furnish evidence to the satisfaction of the Owner of the quality of the materials and equipment supplied. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law. Prior to Final Payment the Construction Manager shall procure and deliver to the Designer and Owner all special warranties required by the Contract Documents. Construction Manager will provide a warranty for all work and materials for 1 year from Final Completion.
- (23) In requesting approval of deviations or substitutions, the Construction Manager shall provide evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Designer or Owner, the evidence presented by the Construction Manager does not provide a sufficient basis for such reasonable certainty, the Designer may reject such substitution or deviation without further investigation. The Designer shall not unreasonably reject the request of the Construction Manager.
- (24) The contract documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. The Designer shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the project, as well as for their intrinsic merits. The Designer will not approve as equal to materials specified proposed substitutes which, in the Designer's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the Construction Manager shall, if required by the Designer, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.





- (25) The Construction Manager shall pay all applicable sales, consumer, use and similar taxes for the Work which are legally required.
- (26) The Construction Manager shall employ a competent superintendent who shall be the Construction Manager's representative, reasonably acceptable to the Owner, and necessary assistants who shall be in attendance at the Project Site full time during the progress of the Work until the date of substantial completion, and for such additional time thereafter as the Owner and Construction Manager both agree to be necessary for the expeditious completion of the Work. The Construction Manager shall remove the superintendent if requested to do so in writing by the Owner, and shall promptly replace her/him with a competent person reasonably acceptable to the Owner.
- (27) The Construction Manager shall establish the building grades, lines, levels, column, wall and partition lines required by the various Subcontractors in laying out their Work.
- (28) The Construction Manager shall arrange for and attend job meetings with the Designer, Owner and such other persons as the Designer and Owner may from time to time wish to have present. The Construction Manager shall be responsible for recording and distributing meeting minutes. The Construction Manager shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Construction Manager's own superintendent. An authorized representative of any Subcontractors or sub-Subcontractors shall attend such meetings if the representative's presence is required by the Designer or Owner. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change order, time schedules, manpower and construction change directive, unless the above listed items require approval by the Owner. Any notices required under the Agreement may be served on such representatives.
- (29) The superintendent as designated by the Construction Manager and accepted by the Owner and Designer shall not be reassigned from the job prior to final completion, except with the approval of the Owner.
- (30) The Construction Manager shall be required to prepare a schedule of submittals for the Designer's approval which is coordinated with the construction schedule, allowing sufficient time for Designer review. The submittals shall reference progress schedule dates for installation and Specification section. The Owner shall be provided with one copy of the accepted schedule of submittals for the Owner's records.
- (31) The Construction Manager shall review, approve and submit to the Designer any and all shop drawings, product data, samples and any other similar submittals which are required by the Contract Documents, and allow a reasonable amount of time for review by the Designer, without impacting the Work schedule. The Construction Manager shall not perform any part of the Work relating to the shop drawings, product data, samples or any other similar submittals, until such items have been approved by the Designer.

- (32) The Designer's approval of any shop drawing, product data, sample or other similar submittal does not in any way relieve the Construction Manager of responsibility for deviations from the requirements of the Contract Documents. Further, the Construction Manager shall not be relieved of responsibility for any errors or omissions in the shop drawings, product data, samples or any other similar submittals simply by the Designer's approval. In the event a deviation is requested, the Construction Manager shall specifically identify the deviation in writing to the Designer at the time of the submittal and the Designer is required to respond in writing to approve the specified deviation.
- (33) By approving and submitting shop drawings, product data, samples, and similar submittals, the Construction Manager represents that the Construction Manager has determined and verified all dimensions, quantities, field dimensions, relations to existing Work, coordination with Work to be installed later, coordination with information on previously accepted shop drawings, product data, samples, or similar submittals and verification of compliance with all the requirements of the contract documents. The accuracy of all such information is the responsibility of the Construction Manager.
- (34) When professional certification of performance criteria of materials, systems or equipment is required by the contract documents, the Owner shall be entitled to rely upon such certifications, and neither the Owner nor the Designer shall be expected to make any independent examination with respect thereto.
- (35) The right of possession of the premises and the improvements made thereon by the Construction Manager shall be retained at all times by the Owner. The Construction Manager's right to enter arises solely from the permission granted by the Owner under the Contract Documents. The Construction Manager shall confine the Construction Manager's equipment, the storage of materials and the operations of the Construction Manager's workmen to the Project site and according to the directions of the Designer, and shall not unreasonably encumber the premises with the Construction Manager's materials.
- (36) The Construction Manager shall keep the premises, the surrounding area and property free from all waste, construction debris, or trash. At the completion of the Work, the Construction Manager shall remove all tools, construction equipment, machinery and surplus materials. In the event the Construction Manager fails to keep the premises, surrounding area and property in a clean condition, the Owner may do so and charge the cost back to the Construction Manager.
- (37) Immediately prior to the Designer's inspection for substantial completion, the Construction Manager shall completely clean the premises utilizing a licensed cleaning service. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed and buffed. Woodwork shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the Construction Manager at the Construction Manager's expense.

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**ARTICLE 3  
OWNER'S RESPONSIBILITIES**

- 3.1 Owner's Information The Owner shall provide full information regarding his requirements for the Project.
- 3.2 Owner's Representative The Owner shall designate a representative who shall be fully acquainted with the Project and shall define the lines of Owner authority to approve Project Construction Budgets and changes in Project. He shall render decisions promptly and furnish information expeditiously. The Owner's Project Representative who shall act as OWNER'S PROJECT MANAGER is RICK HUFF/PLANNING & CONSTRUCTION COORDINATOR who is a School District employee. The Owner's Project Manager has the authority to approve matters contemplated in this Agreement where the monetary impact is within the Owner approved Contingency.
- 3.3 Architect and Engineer's Agreement The Owner shall retain an Architect-Engineer for design and to prepare Construction documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.
- 3.4 Site Survey and Reports The Owner shall provide to the Construction Manager any and all existing surveys describing physical characteristics, legal limitations and utility locations for the Project, and a written legal description of the Site. The surveys and legal descriptions may include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.
- 3.5 Approvals and Easements The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.6 Legal Services The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such auditing services as he may require.
- 3.7 Drawings and Specifications The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.
- 3.8 Cost of Surveys and Reports The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

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- 3.9 **Project Fault Defects** If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, he shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.
- 3.10 **Funding** The Owner shall furnish in accordance with the established Schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.
- 3.11 **Lines of Communication** The Owner and Architect-Engineer shall communicate with the Subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.
- 3.12 **Lines of Authority** The Owner shall establish and maintain lines of authority for his personnel and shall provide this definition to the Construction Manager and all other affected parties.
- 3.13 **Permitting and Code Inspections** Owner recognizes and coordinates with the Permitting Authority and expects the Construction Manager to do the same.
- 3.14 **Testing** Owner shall provide independent testing laboratories and provide the necessary testing of materials to ensure conformance to contract requirements.
- 3.15 The Owner shall retain a competent registered professional engineer or registered land surveyor who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated Work such as, but not limited to, roads, utilities and site grading. The engineer or land surveyor shall certify the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries. The engineer or land surveyor shall provide to the Owner certified as-builts at the completion of the project.
- 3.16 The Owner has the right to perform construction work related to the Project with the Owner's own employees, or by contracting with other individuals or entities. The Owner shall be responsible for coordination of activities of Owner's own employees or of any separate Construction Managers, with the Work performed by the Construction Manager. The Construction Manager shall cooperate or participate with any separate Construction Manager and the Owner in reviewing and coordinating construction schedules.
- 3.17 The Construction Manager shall not interfere with either the Owner or any separate Construction Manager's ability to store materials and equipment, or perform construction work. In the event the Construction Manager's Work depends upon, or connects to, the construction by the Owner or any separate Construction Manager, the Construction Manager is required, prior to proceeding with that portion of the Work, to immediately report to the Designer any and all discrepancies or defects which would render it unsuitable for continuation of the Work. In the event the Construction Manager fails to report, such failure shall be deemed an acceptance of the Work performed by the Owner or separate Construction Manager by the Construction Manager and that the Work is fit and proper.



**ARTICLE 4  
PERMITTING AND INSPECTION**

Construction will be inspected for code compliance, compliance with Drawings and Specifications, and quality by inspectors working for the Permitting Authority. The building permitting and code inspection requirements shall be as described in Articles 4.1 through 4.2 hereinafter.

**4.1 Building Permits**

The Construction Manager shall ensure that the following information has been provided to the Permitting Authority and obtain approval from the Permitting Authority prior to beginning construction:

- (1) Three (3) sets of documents, signed, sealed and dated by the Architect-Engineer, with all addenda enclosed with each set. These documents may be sent to the Permitting Authority prior to sending the building permit application.

**4.2 Code Inspections**

All projects require detailed code compliance inspections during construction in disciplines determined by the Permitting and general building.

Inspection personnel will be provided by the Permitting Authority. Names, addresses, and phone numbers of the inspectors will be provided to the Construction Manager by the Permitting Authority.

The Construction Manager shall notify the appropriate inspector(s), no less than twenty-four (24) hours in advance that the work is ready for inspection and before the work is covered up. Work not inspected and approved prior to cover-up shall be uncovered for inspection when directed by the Permitting Authority. All costs for uncovering and reconstruction shall be borne by the Construction Manager.

All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specifications and quality.

Costs for all re-inspections of work found defective and subsequently repaired shall be borne by the Construction Manager.





## ARTICLE 5 SUBCONTRACTS

- 5.1 Definition A Subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at the site. Nothing contained in the Contract Document shall create any contractual relation between the Owner or Architect-Engineer and any Subcontractor.
- 5.2 Proposals Subject to Article 9 and, in accordance with Article 2.3(4), the Construction Manager shall request and receive proposals from Subcontractors and suppliers and will award those contracts to the most qualified respondent, after review of each proposal and satisfaction that the Subcontractor is qualified to perform the work.
- 5.3 Required Subcontractor's Qualifications and Subcontract Conditions
- 5.3.1 Sub contractual Relations Subcontractor to the Construction Manager shall be held to the same terms and conditions as described herein.
- 5.3.2 Subcontract Requirements
- (1) On all subcontracts where the bid exceeds \$100,000, the Construction Manager may require Subcontractor to provide a 100% Performance Bond and a 100% Labor and Material Payment Bond from a Surety Company authorized to do business in the state of Florida by the Department of Insurance. If the Construction Manager wishes to award subcontracts to Construction Managers unable to supply this bonding, he may request special authorization to do so. Upon providing justifiable background information, such authorization shall not be withheld unreasonably.
  - (2) The Subcontractor financial condition must demonstrate that adequate fixed and liquid assets and equipment are available to properly perform the subcontract.
  - (3) Work force The Subcontractor must agree to perform no less than 15% of the Project Construction Work utilizing its own employees.
  - (4) Subcontractor Experience The Subcontractor must have successfully completed no less than two (2) projects of similar size and complexity within the last five (5) years.
  - (5) Supervision The Subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the Subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the Subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent position.
  - (6) All subcontracts shall provide:

(a) **LIMITATION OF REMEDY – NO DAMAGES FOR DELAY**

That the Subcontractor's exclusive remedy for delays in the performance of the Contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in the work, the Subcontractor's claim for adjustments in the Contract Sum are limited exclusively to its actual costs for such changes plus no more than 15% for Overhead and Profit and bond costs.

Each subcontract shall require the Subcontractor to expressly agree that the foregoing constitute the sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies for claim for increase in the Contract Price, damages, losses or additional compensation.

(b) Each subcontract shall require that any claims by Subcontractor for delay or additional cost must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions The Construction Manager shall be responsible to the Owner for the acts and omissions of his employees and agents and his Subcontractor, their agents and employees, and all other persons performing any of the work or supplying materials under a Contract to the Construction Manager.

5.5 Subcontracts to be provided the Construction Manager shall include a copy of each subcontract including the general supplementary conditions, in the Project Manual

**ARTICLE 6  
SCHEDULE, TIME OF COMMENCEMENT  
AND SUBSTANTIAL COMPLETION**

6.1 At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master Project Schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the Construction in accordance with the agreed upon Substantial Completion Date, Final Completion Date and Owner Occupancy Date. Any request for extensions of the Final Completion Date must be approved by the School Board of Indian River County. Determination of final completion and acceptance shall be approved by the School Board of Indian River County. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner





- 6.2 The date of Owner Occupancy shall occur as described in Article 2.3(12) hereinabove. Warranty called for by this Agreement or by the Drawings and Specifications shall commence on the date of Owner Occupancy of the Project

## **ARTICLE 7 GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION**

- 7.1 When the Construction Documents are sufficiently complete to establish the scope of work for the Project or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer and Construction Manager upon execution of this Agreement, which is to be used only as a guide in developing the Specifications and plan data necessary to establish a Guaranteed Maximum Price, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for his approval a Guaranteed Maximum Price, guaranteeing the maximum price to the Owner, for the Construction Cost of the Project or designated part thereof. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10. However, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 9, plus the Construction Manager's fees or the GMP, whichever is less when the work is complete.
- 7.2 The GMP will only include those taxes in the Cost of the Project which are legally enacted at the time the GMP is established.
- 7.3 When the Project is bid and 100% of the Trade Contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed at the request of the Owner. In other words, if 10% of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then 10% of the contingency within the GMP will be removed from the GMP by Change Order.
- 7.4 At the time of submission of a Guaranteed Maximum Price, the Construction Manager will verify the time schedule for activities and work which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. In addition to the cost of work, a GMP will include an agreed upon sum as the Construction Contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. The Architect-Engineer shall verify the actual costs. If bids are received below the applicable line items in the GMP, the surplus will be added to the contingency.

If bids are received above the applicable line item in the GMP, the deficiency will be taken from the contingency; however, such events shall not be cause to increase the GMP.

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

## ARTICLE 8 CONSTRUCTION MANAGER'S FEE

- 8.1 In consideration of the performance of the contract, the Owner agrees to pay the Construction Manager as compensation for his services, fees as set forth in Subparagraphs 8.1.1, 8.1.2 and 8.1.3. Contingent upon funds being approved by the Board on a yearly fiscal basis.
- 8.1.1 Design Phase Fee – During the Design Phase, the Construction Manager will perform Preconstruction duties as outlined in 2.2. The Construction Manager's compensation for work or services performed during the Design Phase will be a fee not to exceed **\$150,000.00**. Any portion of the Design Phase Fee that remains unused at the commencement of the Construction Phase will be retained by the Owner.
- 8.1.2 Construction Phase Fee Prior to commencement of the Construction Phase, the Owner will direct the Construction Manager in writing to proceed into the Construction Phase. The Construction Manager shall be compensated the cost of the salaries of all personnel assigned to the project. The Construction Manager shall provide to the Owner for review and approval, a list of all onsite personnel that will be assigned the project and the percentage of their time that will be allocated to the project. The Construction Manager's Phase Fee during the Construction Phase shall be a fee of \$ TBD w/GMP. (However, the Owner retains the right to review the need and effectiveness of any employee or employees assigned by the Construction Manager, should the Project Manager question the need for the employee or employees.) The Construction Phase Fee shall be paid in TBD w/GMP Monthly payments of \$ TBD w/GMP each, for TBD w/GMP Months. The first monthly payment shall become due thirty (30) days following the issuance of the first Construction Authorization by the Project Manager and the final monthly payment shall be paid only when construction of the Project is finally completed and occupancy of the Project accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner.
- (1) Adjustments in Fee For changes in the Project as provided in Article 10, the Construction Phase Fee shall be adjusted as follows:
- (a) The Construction Manager shall be paid an additional fee subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.



- (b) Should the duration of the construction stipulated herein for Final Completion extend TBD w/GMP Months after the Notice-To-Proceed, receipt of final drawings and specifications, or receipt of all necessary permits, whichever is later, due to no fault of the Construction Manager, the Construction Manager's Additional Construction Phase Fee will be \$500.00 per working day, for each day or portion thereof. The Construction Manager's staff during such time extensions will be reduced to that shown in Exhibit H.
  - (c) The Construction Manager will not be due any additional Overhead and Profit on increases in the Guaranteed Maximum Price (GMP) that do not exceed \$100,000. Should the GMP be increased by more than \$100,000 under the terms of Article 10 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Overhead and Profit for the Construction Phase will be five percent (5%) of that portion of the accumulative increases in the GMP that exceeds the GMP by more than \$100,000.
- (2) Construction Manager's Exclusive Remedy: In the event the Construction Substantial or Final Completion Date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's Sole and Exclusive Remedy is an extension of the Construction Completion Date and payment of additional Construction Phase Fees and Overhead and Profit for Construction Phase as provided above.

8.1.3 General Conditions General Conditions shall be included in the Construction Manager's Fee. The Construction Manager shall provide a list of General Conditions to the Owner for approval. Upon approval the following General Conditions will be included in the Construction Manager's fee for services during the Construction Phase:

- (a) General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.
- (b) Those services set forth in Article 2.3(9)(a).
- (c) Job office supplies to include paper, pencils, paper clips, file folders, staples, etc. and janitorial supplies (photo copy or blue print paper not included).
- (d) Cost of utilities such as water, sewer, temporary toilets and holding tanks, telephone, and internet connection.
- (e) Health and safety items such as drinking water, required first aid kits, required fire extinguishers, and pest control.
- (f) Required cleanup during the project and final cleanup at the completion of the project.



8.1.4 Overhead and Profit for Construction Phase Overhead and Profit for services provided during and related to the Construction Phase as included in Article 9 shall be 4.5 %, (Overhead and Profit may be a lump sum or may be calculated as a percentage applied to the Cost of the Work) and shall be paid proportionately to the ratio of the cost of the work in place, excluding stored materials and less retainage (see Article 12.1), as it bears on the latest estimate of the total Construction cost or to the GMP or to the Owner's Construction Budget, whichever is less. The balance of the fee shall be paid when construction of the Project is finally completed and occupancy of the Project accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Overhead and Profit for Construction Phase Fee is provided in Article 8.1.2(1).

8.1.5 Except as provided elsewhere, compensation shall not be paid to the Construction Manager for:

- (a) Salaries and other compensation of the Construction Manger's personnel stationed at the Construction Manager's principal office or offices other than the site office.
- (b) Expenses of the Construction Manager's principal office and offices other than the site office.
- (c) Off-site overhead and general expenses.
- (d) The Construction Manager's capital expenses, including interest on the Construction Manger's capital employed for the Work,
- (e) Any costs not specifically and expressly described in this Article.

## ARTICLE 9 COST OF THE PROJECT

### 9.1 Definition

The term Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for construction services and paid by the Construction Manager which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Cost of the Project as defined in Article 9. Such payment shall be in addition to the Construction Manager's fees stipulated in Article 8.

### 9.2 Direct Cost Items

- (1) Wages paid for labor (as opposed to wages paid to management or supervisory personnel) in the direct employ of the Construction Manager in the performance of his work under Agreement, times a multiplier of 1.50 to cover fringe benefits.



- (2) Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof. Payment for stored materials will be made only at the approval of the Owner.
- (3) Payments due to Subcontractors from the Construction Manager or made by the Construction Manager to Subcontractors for their work performed pursuant to contract under this Agreement.
- (4) Costs including transportation and maintenance of all materials, supplies, equipment, temporary facilities, including office facilities for Construction Manager and Owner's representative and hand tools not owned by the workmen, which are employed or consumed in the performance of the work, cost on such items used but not consumed which may be turned over to the Owner at the end of the Project and cost less salvage value on such items used but not consumed which remain the property of the Construction Manager. For those items to be turned over to the Owner at the end of the Project, Article 2.3(6) shall apply.
- (5) Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a Subcontractors or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.
- (6) Sales, sales, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.
- (7) The cost of corrective work subject, however, to the GMP and except for any corrective work made necessary because of defective workmanship or other causes contributed to by the Construction Manager or his Subcontractors or suppliers.
- (8) No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager.
- (9) Cost incurred due to an emergency affecting the safety of persons and property.
- (10) All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Manager's fees as set forth in Article 8.
- (11) If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions Work for the cost of the work.
- (12) If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate of GMP



breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the work.

- (13) Transportation outside of Indian River County for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and may be in accordance with the Construction Manager's standard personnel policy but not exceeding the limits established by Florida Statutes 112.061.
- (17) Costs for efficient logistical control of the site, including horizontal and vertical transportation materials and personnel. Also, costs for adequate storage and parking space.
- (18) Costs for such temporary facilities during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software.
- (19) Costs for any job site items not referenced herein, not normally provided by the Subcontractors, which will be provided by the Construction Manager as required to complete the work.

#### **ARTICLE 10 CHANGE IN THE PROJECT**

- 10.1 **Change Orders** The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, the GMP and the Construction Completion Date, being adjusted accordingly. All changes in the Project not covered by an authorized contingency shall be authorized by Change Order signed by the Owner before the change is implemented.
  - 10.1.1 A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Manager's fee, or the Construction Completion Date. Each adjustment in the GMP resulting from a Change Order shall clearly separate the amount attributable to the Cost of the Project.
  - 10.1.2 The increase or decrease in the Guaranteed Maximum Price (GMP) resulting from a change in the Project shall be determined in one or more of the following ways:
    - (1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner. For the purposes of this subparagraph, proper itemization and support includes 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;
    - (2) by unit prices stated in the Agreement or subsequently agreed upon;



- (3) by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee;  
or
- (4) by the method provided in Subparagraph 10.1.3.

10.1.3 If none of the methods set forth in Clause 10.1.2 is agree upon, the Construction Manager, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Architect-Engineer will establish an estimated cost of the work, and the Construction Manager shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 10.1.2 above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project as outlined in Article 9. The amount of decrease in the GMP to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

10.1.4 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and GMP shall be equitably adjusted.

10.1.5 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications or Owner furnished information, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement, be encountered, the GMP and the Construction Completion Date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

10.2 Claims for Additional Cost or Time All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Completion Date, the Substantial Completion shall be extended by Change Order for such reasonable time as the Construction Team may determine. Any such claims for additional cost or time must be approved by the School Board of Indian River County.





Only delays which are determined to extend the critical path of the Schedule for constructing the Project will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

- 10.3 Minor Changes in the Project The Architect-Engineer will have authority to order minor changes in the Project not involving an adjustment in the GMP or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be effected by written order. Documentation of changes shall be determined by the Construction Team, including the Project Manual and displayed monthly in the PMIS. Changes shall be approved by the Project Manager, Architect-Engineer.
- 10.4 Emergency In any emergency affecting the safety of persons or property, the Construction Manager shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the GMP or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in Article 10.

#### **ARTICLE 11 DISCOUNTS AND PENALTIES**

- 11.1 All discounts for prompt payment shall accrue to the Owner to the extent the Cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the Cost of the Project is paid with funds to the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project. All penalties incurred due to the fault of the Construction Manager for late payment of Cost of the Project will be paid by the Construction Manager.

#### **ARTICLE 12 PAYMENTS TO THE CONSTRUCTION MANAGER**

- 12.1 Monthly Statements The Construction Manager shall submit to the Owner a statement, sworn to if required, along with the cost reports required under Article 2.1.5, showing in detail all monies paid out, cost accumulated or costs incurred on account of the Cost of the Project during the previous period and the amount of the Construction Manager's fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in Exhibit K. Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete. Except when approved by the Owner, certain suppliers and Subcontractor may be paid the entire amount due when such payment is generally the practice of the industry. At 50% completion, the Owner shall approve a reduction of the retainage from 10% to 5% at his discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in Article 19.6, hereinafter.
- 12.2 FINAL PAYMENT. Final payment of the GMP will be made after the Architect certifies that the Work is complete, Owner's representatives complete their final acceptance report, the School District's Building Official completes the final inspection and a





“certificate of occupancy” is issued. . Final Payment to the Construction Manager requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner’s Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Construction Manager to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Construction Manager until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner’s property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Construction Manager fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Construction Manager as a condition of final payment and at the Construction Manager’s expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. The one year warranty period for the work will begin at Owner Occupancy. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.

- 12.3 Payments to Subcontractors The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amount due Subcontractors less a retainage of ten percent (10%) until the Project is fifty percent (50%) complete, and based on Construction Manager’s evaluation of the Subcontractor’s acceptable performance, the Owner may approve a reduction in retainage from 10% to 5% thereafter. If there should remain items to be completed, the Construction Manager and Architect-Engineer shall list those items required for completion, and the Construction Manager shall require the retainage of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimate cost of completing any unfinished items likewise listed separately. Thereafter, the Construction Manager shall pay to the Subcontractors, monthly; the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the Subcontractors shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner’s operating and maintenance personnel is complete.

Final Payment may be made to certain select Subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.



**ARTICLE 13  
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION**

- 13.1 The parties agree that 1% of the total compensation paid to the CONSTRUCTION MANAGER for performance of this Agreement shall represent the specific consideration for the CONSTRUCTION MANAGER'S indemnification of the OWNER as is set forth in the General Conditions and Contract Document.
- 13.2 It is the specific intent of the parties hereto that the indemnification below complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 13.3 CONSTRUCTION MANAGER shall indemnify and hold harmless the OWNER, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSTRUCTION MANAGER and persons employed or utilized by the CONSTRUCTION MANAGER in the performance of this construction contract. Regardless of the foregoing the indemnification herein shall be the greater of the CONSTRUCTION MANAGERS insurance coverage for such claim or One million dollars, whichever is greater.
- 13.4 The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Construction Manager shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Construction Manager's rights and obligations under a subcontract.
- 13.5 Construction Manager's Insurance Construction Manager shall include all Subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided by each Subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of Subcontractor's Certificates at any time. If Construction Manager does not verify Subcontractor's insurance as described above, Owner has the right to withhold payments to the Construction Manager until the requirements have been met.
- 13.5.1 The Construction Manager shall deliver the required bonds and proofs of insurance to the Owner prior to the commencement of any Work, and in no event any later than 10 days after the execution of this Agreement.
- 13.5.2 The Construction Manager shall, throughout the performance of its services under this Agreement and throughout the term of this Agreement maintain and provide to the Owner the insurance coverages listed in this Article. The insurance policies shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. The Construction Manager shall provide insurance that may not be reduced, terminated, or cancelled unless 30 days prior written notice thereof is furnished to the Owner. Certificates of insurance and copies of all policies (if required by the Owner) shall be furnished to the Owner within 10 days after the execution of this Agreement. In the event of any cancellation or reduction in insurance coverage, the Construction Manager





shall obtain substitute coverage, without any lapse of coverage whatsoever. The insurance policies shall name the Owner, the Owner's representatives, and the officers, directors, agents, employees and assigns of the Owner as additional insured (except for the professional liability and worker's compensation insurance).

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

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

13.5.5 The Construction Manager shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

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

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

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

1. Workers' Compensation:
  - (a) State: As required by Chapter 440, Florida Statutes
  - (b) Applicable Federal (e.g. Longshoremen's Statutory)
  - (c) Employer's Liability: \$500,000.00
2. Commercial General Liability (including Premises Operations; Independent Construction Manager Hired; Products and Completed Operations; Broad Form Property Damage):



- (a) **Bodily Injury:**  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
- (b) **Property Damage:**  
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
- (c) **Products and Completed Operations to be maintained for one year after final payment**
- (d) **Property Damage Liability Insurance shall provide S, C or U Coverage as applicable**

3. **Contractual Liability:**

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

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

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

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

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

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

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

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

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

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

### 13.6 Waiver of Subrogation

13.6.1 The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors and their sub-Subcontractor.

13.6.2 The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all Subcontractors and their sub-Subcontractor.

13.6.3 The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

13.6.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

## ARTICLE 14 TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

### 14.1 Termination by the Construction Manager

If the Project is stopped for a period of thirty (30) days under an order of any court of other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault





of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit, damages and terminal expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause

- (1) If the Construction Manager fails to perform any of his obligations under this Agreement including any obligation he assumes to perform work with his own forces, the Owner may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.
- (2) If the Construction Manager is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement, then Owner may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished, nor shall he be relieved from his obligations assumed under Article 7. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

14.3 Termination by Owner Without Cause

- (1) If the Owner terminates this Agreement other than pursuant to Article 14.2(2) or Article 14.3(2), he shall reimburse the Construction Manager for any unpaid Cost of the Project due him under Article 9, plus that part of the unpaid balance of the Construction Phase Fee in an amount as will increase the payment on account of his fee to a sum which bears the same ratio to the Construction Phase Fee as the



Cost of the Project at the time of termination bears to the GMP, if established, otherwise to the Owner's Construction Budget. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of Agreement the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Construction Manager has previously undertaken or incurred in good faith in connection with said Project. The Construction Manager shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps including the legal assignment of his contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the Construction Manager under such obligations or commitment.

- (2) After the establishment of the GMP or at the completion of the Design Phase, if the final cost estimates or lack of funding make the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the Construction Manager his proportionate fee due in accordance with Article 8.1 plus any costs incurred pursuant to Articles 9 and 10.

#### **ARTICLE 15 ASSIGNMENT AND GOVERNING LAW**

- 15.1 Neither the Owner nor the Construction Manager shall assign his interest in this agreement without the written consent of the other, except as to the assignment of proceeds.
- 15.2 This agreement shall be governed by the laws of the State of Florida.

#### **ARTICLE 16 NOTICE OF CLAIM, WAIVER OF REMEDIES, NO DAMAGES FOR DELAY**

- 16.1 The Owner's liability to Construction Manager for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:
- (a) All claims must be submitted as a Request for Change Order in the manner as provided herein;
  - (b) The Construction Manager must submit a Notice of Claim to Owner and to the Architect-Engineer within twenty (20) days of when the Construction Manager was or should have been aware of the occurrence of the event giving rise to the claim; and
  - (c) Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected.



The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in the above paragraph.

- 16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim.

The venue for all actions against the Owner shall be made in Indian River County, Florida.

- 16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus five percent (5%) for profit. The Construction Manager expressly agrees that the foregoing constitute its Sole and Exclusive Remedies for delays and changes in such work, and eliminate any other remedies for claim for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

#### **ARTICLE 17 SUPPLEMENTARY CONDITIONS**

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

The Construction Manager agrees to the Punch List developed herein and process. Regardless of the foregoing, nothing herein shall alter the responsibility of the Construction Manager to complete all Construction services, material and items contracted herein by the Owner. The Owner shall have the right, but not the obligation, to withhold the Owners, Architects and or Engineers estimated cost of completion for such items on the Punch List referenced above. The Construction Manager by execution of the Contract agree to the same. Regardless of any provision to the contrary, the Owner

may withhold from each of the Construction Manager's pay requests an amount not to exceed Ten 10% of the payment as retainage until 50% of completion of the Work/Contract as determined by either the Owner or its Architect, Engineer or other consultant, as the case may be. The Construction Manager by execution of the Agreement hereby agree to the same. After 50% completion of the Work/Project as determined herein the Owner agrees to reduce the retainage to five (5) % of each draw schedule/pay request progress payment of the Construction Manager. Regardless of the foregoing, nothing herein shall require the Owner to reduce retainage to the Construction Manager if the Owner has determined that the Construction Manager is in default or if the Owner, or any of its consultants reasonably believes that the retainage and or future payments to the Construction Manager will not be enough for the Owner to complete the Project or cover its damages as a result of the Construction Manager's breach or default or for any other reason, or there is a good faith dispute by Owner against the Construction Manager or its bonding company. This provision shall not apply to any funds related to such federal funds.

With regard to uncompleted Punch List item(s), the Owner may withhold 150% of the uncompleted item(s) until satisfactorily completed by the Construction Manager. Regardless of the foregoing, the requirements herein do not apply to contracts less than \$200,000 in value.

**ARTICLE 18**  
**TAX EXEMPT OWNER DIRECT MATERIAL/EQUIPMENT PURCHASE PROGRAM**

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

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

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





- (c) The Owner takes title and possession of all materials and equipment purchased under the Direct Purchase Program from the vendor or seller before they are incorporated into the Project.
  - (d) The Owner assumes all risk of loss on all material and equipment purchased under the Direct Purchase Program. The Construction Manager cannot be held liable for damage or loss to the material or equipment.
  - (e) The Owner is responsible for and pays the premiums on all insurance and/or bonding on materials or equipment purchased under the Direct Purchase Program. The Construction Manager does not share any economic benefits of proceeds from bond or insurance covering risk of damage or loss of the material or equipment.
  - (f) The Owner makes direct payment to the third party vendor or seller for all purchases from its own funds or accounts for all purchases under the Direct Purchase Program.
- 18.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Construction Manager shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a Subcontractor's scope of Work, any terms and conditions that the Subcontractors deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 18.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Construction Manager and/or the Subcontractor for prices negotiated by the Construction Manager and/or Subcontractor.
- 18.4 The Construction Manager is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Construction Manager and the Owner. The system developed by the Construction Manager shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Construction Manager shall submit a monthly accounting report of this information with the Construction Manager's application for payment.
- 18.5 The Construction Manager shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Construction Manager remains fully responsible under its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Construction Manager to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Construction Manager. Should a delay be incurred that is not the result of



the Owner's failure, as stated above, the Construction Manager shall be held accountable for such a delay. The Construction Manager, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.

- 18.6 The Construction Manager shall be responsible for all purchases in the same manner as if the Construction Manager had purchased the items, inclusive of managing the warranties for the Owner. The Construction Manager shall cooperate with the Owner and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.
- 18.7 Modification of the Contract Sum will 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.
- 18.8 The Construction Manager and its surety hereby agree that the performance bond penal amount shall be unaffected by any direct purchase deductive change order which is made pursuant to this program.
- 18.9 The Construction Manager agrees that its builder's risk insurance coverage amount shall be unaffected by any direct purchase deductive change order implemented pursuant to this program.
- 18.10 Payment shall be directly made by the Owner to the vendor for any Direct Purchases.
- 18.11 To the extent authorized under Florida law, Owner agrees to indemnify and hold harmless Construction Manager, its Subcontractors and suppliers of and from any claims, liability, or responsibility to the State of Florida for any action the State may take against any of them for the payment of any sales or use taxes as a result of Owner's direct purchase of such materials, supplies or equipment.
- 18.12 The Owner shall have the sole option to require the vendor to include a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and Construction Manager. The cost of the supply bond shall be included in Construction Manager's GMP.
- 18.13 The Owner agrees to make payments by the 15th of the month providing the Construction Manager processes the invoices and delivers same to the Facilities Division by the 20th of the preceding month.
- 18.14 Owner shall not withhold Retainage on any payments made to the vendor.





**ARTICLE 19  
MISCELLANEOUS**

- 19.1 Apprentices If the Construction Manager employs apprentices on the Project, the behavior of the Construction Manager and the Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the state of Florida Department of Labor and Employment Security. The Construction Manager will include a provision similar to the foregoing sentence in each subcontract.
- 19.2 Invoices Submitted Under Article 9 Invoices submitted under Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with procedures specified in Section 112.061 of the Florida Statutes governing payments by the state for travel expenses.
- 19.3 Construction Manager's Project Records The Construction Manager's Project Records shall be maintained as prescribed hereinabove for the minimum period required by Federal Law, and shall be made available to the Owner or his authorized representative at mutually convenient times. Project Records will be audited upon completion of project. If funds are found in audit to be owed to the Owner, the Construction Manager will be responsible for any deficiencies found, as well as the Auditor's fees.
- 19.4 Construction Manager's Payment Rights The Owner agrees to pay within 25 business days, providing the Construction Manager processes the application for payment and delivers same to the Facility Division Bookkeeping Department, as the single point of contact. The Owner will not withhold payment without proper and adequate justification.
- 19.5 Public Entity Crime Information Statement "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a Construction Manager, supplier, Subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list." By signing this Agreement, Construction Manager certifies, to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
  - (b) Have not, within a five-year period preceding the issuance of RFQ # 2015-19 been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of



embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within a five-year period preceding the issuance of RFQ # 2015-19 had one or more public transactions (federal, state or local) terminated for cause or default.

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

19.6 Fiscal Funding This Contract is subject to fiscal appropriation and is subject to fiscal funding out in accordance with Florida Law.

19.7 Liquidated Damages Time is of the essence in the performance of the Work under the Contract Documents. The Owner and Construction Manager agree that the losses suffered by Owner, if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Construction Manager acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as said Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Construction Manager fail to achieve Certificate of Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, the sum of \$500.00 for each calendar day thereafter until substantial completion is achieved and \$250.00 for each calendar day thereafter until Certificate of Final Inspection is achieved. Should the Construction Manager achieve Certificate of Substantial Completion of the Work within the Contract Time but fail to achieve Certificate of Final Inspection of the Work within its Contract Time, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, the sum of \$250.00 for each calendar day thereafter until Certificate of Final Inspection of the Work is achieved. Construction Manager hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Construction Manager fails to achieve Substantial Completion or Final Inspection of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Construction Manager fails to achieve either Substantial Completion or Final Inspection of the Work within the Contract Time.

19.8 Background Screening Requirement for Construction Managers The Construction Manager agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening





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

- 19.9 Defining Terms. Unless otherwise noted, the terms used in the Agreement shall have their ordinary and customary meanings as used in the industry.
- 19.10 Limitation of Liability. The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Construction Manager shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Construction Manager's rights and obligations under a subcontract.
- 19.11 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.
- 19.12 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 19.13 Entire Agreement. This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.
- 19.14 Binding Effect. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.
- 19.15 Notices. All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or



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

If to Owner: **Facilities Planning & Construction  
The School District of Indian River County, Florida  
Mr. Scott Sanders  
1990 25<sup>th</sup> Street  
Vero Beach, FL 32960  
772-564-5017**

Construction Manager: **Proctor Construction Company  
Mr. Michael McCabe  
2050 US Highway 1  
Suite 200  
Vero Beach, FL 32960  
772-234-8164  
772-234-8188 - Fax**

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

- 19.16 Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.
- 19.17 Captions. The headings used for the various portions of this Agreement and the Construction Documents are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or the intent of this Agreement, any section of this Agreement, or any section of the Contract Documents.
- 19.18 Severability. In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this





Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

- 19.19 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are available under any provision of this Agreement to any party, is in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.
- 19.20 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 19.21 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.
- 19.22 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.
- 19.23 No Construction Against Drafter. Each of the parties have been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.
- 19.24 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective successors, and no other person or entity shall have any right or action under this Agreement.
- 19.25 Force Majure. With regard to the performance under this Agreement, a party shall not be deemed to be in default of this Agreement, or have failed to comply with any term or conditions if, for reasons beyond the parties reasonable control, including without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible and diligently pursues such performance.
- 19.26 Waiver of Jury Trial. The parties expressly waive the right to a jury trial.
- 19.27 Dispute Resolution. Prior to initiating any litigation arising out of the Agreement, the parties to submit the dispute to non-binding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees, and the cost of the mediator shall be split between the parties.



- 19.28 Right to Enter this Agreement. Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performances and obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligation under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.
- 19.29 Conduct While on School Property. The Construction Manager acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and subject to the administrator or designee. It will be considered a breach of this Agreement for any agent or employee of the Construction Manager to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health, and well being of any student or employee of the School Board. The Construction Manager agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.
- 19.30 Owner Transfer of Interest. If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Construction Manager arising from this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Construction Manager.
- 19.31 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.
- 19.32 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.
- 19.33 Compliance with Federal Grant Requirements. If made applicable by the use of federal grant funds in the Project or any other requirement as set out below, Construction Manager and its subcontractors shall comply with the following enactments, rules, regulations and orders:

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

**PROJECT NAME: NEW CLASSROOM BUILDING-CITRUS ELEMENTARY  
PROJECT NO.: SDIRC # 2015-19**

**PROCTOR CONSTRUCTION COMPANY**

By: 

Title: Pres/coo  
Proctor Construction Company

Date: 5/28/15

**Witness:**

By: 

**SCHOOL BOARD OF INDIAN RIVER COUNTY**

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

Title: Board Chairman

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

**Witness:**

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

Title: Superintendent

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

of

## **Exhibit AA**

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

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

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

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

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

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

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

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

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

C. Quantity needed as estimated by the Subcontractor.

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

E. Any sales tax associated, with such quote.

F. Delivery dates as established by Subcontractor.

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

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

5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owners Purchasing Director or his designated representative shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery dates provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite.
6. In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the Owner, through the Construction Manager, one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in Subcontractor's bid to Construction Manager.
7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.



9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Construction Manager, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Indian River School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.
10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work and instead shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Construction Manager, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to Owner resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or non-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.
11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through the Construction Manager, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the work.
12. The Subcontractor, as the Owner's agent, shall be responsible for obtaining and managing all warranties and guarantees for all material and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
13. Notwithstanding the transfer of Owner-Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title to any and all Owner-Purchased Materials.
14. The transfer of possession of Owner-Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for the mutual benefit of the Owner and the

Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the Owner for the purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. All Owner-Purchased Materials shall be stored at the construction site.

15. The insurance purchased and maintained by the Construction Manager shall be sufficient to protect against any loss of or damage to Owner-Purchased Equipment, Materials or Supplies. Such insurance shall cover the full value of any Owner-Purchased Materials not yet incorporated into the Project from the time the Owner first takes title. The Owner shall be named as an Additional Insured Party on such policies of insurance. The Owner will bear the costs of all Payment and Performance Bonds and Owner's Insurance including Builder's Risk Insurance as a reimbursable expense to the Construction Manager. The Owner as an additional named insured on the Construction Manager's Builder's Risk Insurance and, in the event of damage or destruction to the Owner-Purchased Materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction.
16. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner-Purchased Materials when such delay is a result of the failure of the Subcontractor's performance.
17. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner-Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon Subcontractor's records of material delivered to the site and any defects in such materials.
18. In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the Owner, through the Construction Manager, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered, and remitted directly to the supplier. The Subcontractor agrees to assist the Owner to immediately obtain a partial or final release of lien waiver as appropriate.
19. The Owner's direct purchase of equipment, materials or supplies, as provided herein does not relieve the Construction Manager or any Subcontractor of any obligation required pursuant to the contract or subcontract pertaining to the performance of work, except as to the Owner's obligation to make direct payments to such vendors and may reduce the bonds to the extent permitted by Section 255.05, F.S.





**EXHIBIT A**

**CONSTRUCTION TEAM ASSIGNED REPRESENTATIVES**

**PROJECT NAME: NEW CLASSROOM BUILDING-CITRUS ELEMENTARY  
PROJECT NO.: SDIRC # 2015-19**

**Owner:** School Board of Indian River County  
1990 25<sup>th</sup> Street  
Vero Beach, FL 32960

**Owner's Authorized Representative:** Scott Sanders  
Director of Facilities  
6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967

**Construction Manager:** Proctor Construction Company  
2050 US Highway 1  
Suite 200  
Vero Beach, FL 32960

**Architect-Engineers:** C M Crawford Architect Inc.  
PO Box 6511  
Vero Beach, FL 32961-6511

**EXHIBIT B**

**OWNER'S CONSTRUCTION BUDGET**

**PROJECT NAME: NEW CLASSROOM BUILDING-CITRUS ELEMENTARY  
PROJECT NO.: SDIRC # 2015-19**

<b><u>ITEM DESCRIPTION</u></b>	<b><u>CONSTRUCTION BUDGET</u></b>
<b>Construction Budget</b>	<b>\$ 2,650,000.00</b>
<b>Design Preconstruction Phase Fee</b>	<b>\$ 150,000.00</b>
<b>Furniture, Fixtures &amp; Equipment (Estimate)</b>	<b><u>\$ 200,000.00</u></b>
<b>Total Owner's Construction Budget</b>	<b>\$ 3,000,000.00</b>





**EXHIBIT C**

**CONSTRUCTION MANAGER'S PERSONNEL  
ON-SITE SUPPORT STAFF**

**PROJECT NAME: NEW CLASSROOM BUILDING-CITRUS ELEMENTARY  
PROJECT NO.: SDIRC # 2015-19**

**INDIVIDUAL**

**TITLE**

**Michael McCabe**

**Project Director/Manager**

**Todd Krajewski**

**Project Manager**

**John Krajewski**

**Project Superintendent**

**Pat Pitts**

**Project Administrator**



**EXHIBIT D**

A schedule of incomplete or unsatisfactory items listed for completion indicating completion dates for the Owner's review.

**PROJECT NAME: NEW CLASSROOM BUILDING-CITRUS ELEMENTARY**  
**PROJECT NO.: SDIRC # 2015-19**

or

**EXHIBIT E**

Notice to Owner that project is ready for final inspections.

**PROJECT NAME: NEW CLASSROOM BUILDING-CITRUS ELEMENTARY**  
**PROJECT NO.: SDIRC # 2015-19**



**EXHIBIT G**

**CONSTRUCTION MANAGER'S PERSONNEL  
(TO BE ASSIGNED DURING DESIGN PHASE)**

**PROJECT NAME: NEW CLASSROOM BUILDING-CITRUS ELEMENTARY  
PROJECT NO.: SDIRC # 2015-19**

<b>INDIVIDUAL</b>	<b>TITLE</b>	<b>DURATION (Months)</b>	<b>PERCENTAGE AVAILABLE</b>
Michael McCabe	Project Director	4	45%
Todd Krajewski	Project Manager	4	30%
Pat Pitts	Project Administrator	2	65%
Steve Watkins	Estimator	4	50%



**EXHIBIT H**

**CONSTRUCTION MANAGER'S PER DIEM STAFF FOR TIME**

**(EXTENSIONS PER 8.1.2(1) (b))**

**PROJECT NAME: NEW CLASSROOM BUILDING-CITRUS ELEMENTARY**

**PROJECT NO.: SDIRC # 2015-19**

<b><u>INDIVIDUAL</u></b>	<b><u>TITLE</u></b>	<b><u>PERCENTAGE AVAILABLE</u></b>
Michael McCabe	Project Director	40%
Todd Krajewski	Project Manager	20%
John Krajewski	Project Superintendent	10%
Pat Pitts	Project Administrator	35%

**EXHIBIT K**

Standard AIA Documents G702-703, Application and Certification for Payment.

**PROJECT NAME: NEW CLASSROOM BUILDING-CITRUS ELEMENTARY**  
**PROJECT NO.: SDIRC # 2015-19**



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MEMORANDUM OF UNDERSTANDING  
between  
COMMUNICATION WORKERS OF AMERICA, LOCAL 3180  
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 2013-16 Collective Bargaining Agreement between Communication Workers of America (CWA) and School District of Indian River County (SDIRC) allows for re-opening the contract annually under the Terms of Agreement,

WHEREAS, benefits plans and costs are subject to negotiations,

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 support employee's with the following costs per pay:

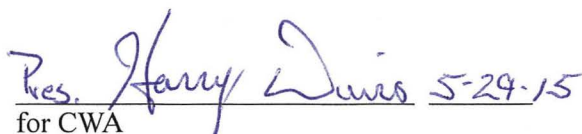
Current Board Contribution: \$208.50  
Employee Only: \$36.50  
Employee Spouse: \$196.50  
Employee Children: \$188.50  
Employee Family: \$243.50

And, the parties agree to negotiate rates and the Board Contribution in good faith as part of the Collective Bargaining process for the contract year commencing on July 1, 2015.



for the District

5/29/15



for CWA



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**STATE OF FLORIDA  
STATEWIDE VOLUNTARY PREKINDERGARTEN PROVIDER  
CONTRACT  
FORM OEL-VPK 20**

**I. PARTIES AND TERMS OF CONTRACT**

1. **Parties.** This Contract is made and entered into this 9 day of June, 2015, by and between the Early Learning Coalition of Indian River, Martin and Okeechobee Counties, Inc. (herein referred to as "COALITION"), and The School Board of Indian River County, Florida (herein referred to as "PROVIDER"), with its principal offices located at 1990 25th Street, Vero Beach FL 32960.

- a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school Voluntary Prekindergarten (VPK) Education Program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.
- b. **Multiple Private Provider Locations.** If PROVIDER is executing a single Contract on behalf of multiple private VPK provider sites within COALITION's service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.

2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the VPK Program. Payment is not conveyed to PROVIDER through this Contract. Instead, PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the VPK Program. PROVIDER will receive payment based on Legislative appropriations, the Office's Uniform Attendance Policy for Payment (Rule 6M-8.204, Florida Administrative Code (F.A.C.)), and a child's attendance certified by the parent and provider (Rule 6M-8.305, F.A.C.)

3. **Term.** This Contract applies to the 2015 - 2016 VPK program year. PROVIDER shall offer a 540 hour school-year program and/or a 300 hour summer program. This Contract begins on 06/09/15, or on the date on which the Contract is signed by the last party required to sign the Contract, whichever occurs last, and expires upon completion or termination of all PROVIDER's VPK program year programs eligible to be offered under this Contract.

4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for VPK program services before this Contract is fully executed by both parties or after expiration of the Contract.

5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the VPK program and that PROVIDER and COALITION will be bound by the same:

- Chapter 1002, Florida Statutes (F.S.); and
- Chapter 6M-8, F.A.C.

6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity, corporation, or owner without the prior written approval of COALITION. A change in corporate ownership shall be deemed a transfer. Failure to obtain the prior written approval of COALITION shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 53. This Contract binds the successors, assigns, and legal representatives of PROVIDER and of any legal entity that succeeds to the obligations of the State of Florida, Office of Early Learning, and COALITION.

## II. PROVIDER ELIGIBILITY

### 7. General Eligibility.

a. **Provider Type.** To be eligible to deliver the VPK Program, PROVIDER must be either a public school or a private provider (a licensed child care facility, a licensed family day care home, a licensed large family child care, a nonpublic school exempt from licensure, or faith-based child care provider exempt from licensure). A charter school that does include VPK in its charter is a public school. Check the box to indicate PROVIDER's type:

A public school (Form OEL-VPK 20PS must be completed as an authorized attachment to this Contract.)

A private provider (Form OEL-VPK 20PP must be completed as an authorized attachment to this Contract.)

b. **Eligibility Pursuant to s. 1002.91(5), F.S.** PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.

c. **Eligibility Pursuant to s. 1002.91(7), F.S.** PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

8. **Required Forms.** PROVIDER certifies that it has registered with COALITION on forms prescribed by the Office of Early Learning, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION in accordance with the notification requirements in Paragraph 61 of any change in the information submitted on those forms. Changes implemented by PROVIDER prior to notification to COALITION, that fail to comply with all VPK qualifications and requirements shall result in financial consequences referenced in Paragraph 49 and corrective action referenced in Paragraph 51.

## III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

9. **Child Enrollment.** PROVIDER agrees to enroll children for the VPK Program only with written authorization from Coalition which will be provided in the form of an eligibility certificate (Form OEL-VPK 02). Alternatively, PROVIDER may enroll children without a certificate of



eligibility if the PROVIDER meets the specified requirements and follows procedures established by the Office of Early Learning under the authority granted in section (s.) 1002.75(2)(a), F.S. The PROVIDER shall not report any child for VPK funding that is ineligible to receive funding if the PROVIDER is enrolling children under the authority granted in s. 1002.75(2)(a), F.S., allowing provider child enrollments.

10. **Adherence to Requirements.** PROVIDER agrees to deliver the VPK Program in accordance with all of the requirements which are set forth in applicable statutes, rules, and this Contract.
11. **Assessment.** In accordance with s. 1002.67(3), F.S., PROVIDER agrees to implement evidence-based pre- and post- assessments adopted by Rule 6A-1.09433, F.A.C. (March 2015) and found at <https://www.flrules.org/Gateway/reference.asp?No=Ref-05178>. To request the approved pre- and post- assessment materials, the provider must go to the VPK Assessment Ordering System at <https://marcomcentral.app.pti.com/graphiccommunicationscorp/earlylearning> and register. The provider must register each school-year to access the Bright Beginnings website at <https://brightbeginningsfl.org/Register.aspx>. If provider does not have a Provider ID, the provider may request one by going to <https://brightbeginningsfl.org/RequestAssistance/RequestAssistance.aspx>, and entering the required information. The provider must log into the Bright Beginnings website at <https://brightbeginningsfl.org/login.aspx> to enter and submit assessment scores.
12. **Curricula.** PROVIDER agrees that it will use curricula to deliver VPK Program instruction which:
  - a. Are developmentally appropriate;
  - b. Are designed to prepare children for early literacy;
  - c. Enhance the age-appropriate progress of children in attaining each of the performance standards approved for use in VPK; and
  - d. Prepare children to be ready for kindergarten.
13. **Required Parent Information.** PROVIDER agrees that PROVIDER will provide a copy of its attendance policy to the parent of each student at the time the student is admitted into PROVIDER's VPK Program. The Provider may adopt its own, but in accordance with 1002.71, F.S., the attendance policy must require parents to verify each month, the student's attendance on forms prescribed by the Office of Early Learning in Rule 6M-8.305, F.A.C. If PROVIDER is conducting preliminary eligibility determination of children, PROVIDER certifies it will provide a copy of the VPK Parent Guide to the parent.
14. **Fees Prohibited.** PROVIDER agrees that, in accordance with s. 1002.71(8)(a), F.S., PROVIDER may not require payment of a fee or charge for services provided for a child in the VPK Program during instructional hours reported for funding. PROVIDER may not require a fee or payment as a condition of enrollment or participation in the VPK Program.
15. **Supplemental Services.** PROVIDER agrees that, in accordance with section 1002.71(8)(b), F.S., PROVIDER may not require a child to enroll for, or require the payment of any fee or charge for, supplemental services (e.g., "extended-day," "extended-year," "wrap-around," or "full-day" services) as a condition of admitting the child in the VPK Program. PROVIDER agrees to schedule all VPK hours offered for any VPK class so that parents are not constructively required to enroll students in supplemental services or pay any fee or charge (e.g., scheduling instructional hours in a day with a break in instructional time, for which parents would be required to pay for supplemental services for care).



16. **Parent Not Responsible for Financial Consequences.** PROVIDER agrees that, if PROVIDER does not receive payment for offering VPK Program instruction to a student, PROVIDER shall not require the student's parent to pay for the services.
17. **Instructor Requirements.** PROVIDER agrees that at all times each of its VPK instructor(s) and substitute instructor(s):
  - a. Has provided documentation to be maintained in the files of PROVIDER and COALITION documenting that the individual has undergone a Level 2 background screening within the previous five (5) years in accordance with section 435.04, F.S., including a federal (Federal Bureau of Investigation) and state (Florida Department of Law Enforcement) screening which demonstrates that the individual is not ineligible to act as a VPK instructor;
  - b. Is eligible to be employed as a VPK instructor in accordance with section 435.06, F.S.;
  - c. Is not ineligible to teach in a public school because his or her educator certificate is suspended or revoked;
  - d. Is qualified to act as a VPK instructor or substitute in accordance with sections 1002.55, 1002.61 and 1002.63, F.S.
18. **Classroom staffing.** PROVIDER agrees to maintain proper staffing as required by VPK statutes. A properly credentialed instructor must be present for all VPK classes. For school-year classes that are composed of 12-20 students, an additional adult instructor must be present who is eligible to work in the VPK provider's setting.
19. **Substitute Instructors.** PROVIDER agrees that substitute instructors who meet the requirements of Rule 6M-8.410, F.A.C. may replace a lead VPK instructor, when the VPK lead instructor is not present at the facility. The time that any substitute instructors that do not meet the credentials of a lead instructor may replace a lead instructor is limited to 30 percent of the VPK Program's total instructional hours in a VPK class.
20. **Forms Approved.** COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER has completed the forms as required by ss. 1002.55(3)(h), 1002.61(8), or 1002.63(8), F.S., as applicable.
21. **Executed Contract.** COALITION shall return a fully executed copy of this Contract to PROVIDER as notification that PROVIDER is eligible to begin offering the VPK Program. PROVIDER shall not offer the VPK Program prior to receiving a fully executed copy of this Contract from COALITION.
22. **Prohibited Forms of Discipline.** In accordance with s. 1002.55(5), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.
23. **Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(n), F.S., as available, to submit information and updates regarding the VPK Program.

24. **Direct Deposit Required.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive VPK reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit.

#### IV. COALITION RESPONSIBILITIES

25. **Technical Assistance.** COALITION will offer technical assistance for providers on probation. The technical assistance will be designed to facilitate the development and implementation of an improvement plan. The technical assistance will be offered in a manner and schedule prescribed by the coalition or school district, according to Rule 6M-8.700(3), F.A.C.
26. **Child Eligibility.** COALITION has ultimate responsibility for determining the eligibility of children enrolling in the VPK Program. COALITION will issue a child eligibility certificate (OEL-VPK 02 Eligibility Certificate), as described in Rule 6M-8.202, F.A.C., to the parent of each eligible child who registers in the VPK Program. Alternatively, if a provider enrolls children by meeting the specified requirements adopted under the authority of s. 1002.75(2)(a), F.S., the COALITION will monitor eligibility documentation.
27. **Limitations on Authority.** COALITION shall not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant Chapter 1002, F.S.

#### V. MONITORING, AUDITING, AND ACCESS

28. **Monitoring.** PROVIDER understands that the provisions of this contract are required to fulfill its obligation to offer the VPK Program, and that COALITION or school district (as applicable) will monitor PROVIDER for compliance with the requirements of offering the VPK Program.
29. **Physical Access.** PROVIDER agrees to allow the Office of Early Learning and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the VPK Program during normal business hours.
30. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Office of Early Learning to inspect and copy records pertaining to the VPK Program during normal business hours and upon request by COALITION or the Office of Early Learning.

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

31. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family information. Information associated with the VPK Program shall only be made available in accordance with the restrictions of s. 1002.72, F.S. For the purposes of records of children enrolled in the VPK Program, this Contract is considered an interagency agreement for the purpose of implementing the VPK Program as described in s. 1002.72 (3)(a), F.S. Accordingly, to the extent that PROVIDER receives VPK records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.72, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.72, F.S.



32. **Record Maintenance.** PROVIDER agrees to maintain records, including enrollment and attendance records for children funded by the VPK Program; records of each VPK student, VPK instructor, substitute instructor, or VPK director; and other fiscal records for audit purposes for a period of five (5) years from the date of the last payment for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
33. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the VPK Program before the conclusion of the retention period for VPK records as described in Paragraph 32, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the VPK Program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all VPK records required to be maintained under Paragraph 32 to COALITION no later than the close of business on the day PROVIDER ceases to offer the VPK Program. Failure to remit all VPK records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

## VII. COMPENSATION, FUNDING AND DELIVERABLES

34. **Notification of Enrollment.** PROVIDER agrees that it will notify COALITION upon admitting a student to PROVIDER's VPK Program class in accordance with the procedures of COALITION and the rules of the Office of Early Learning. PROVIDER understands that it may be ineligible to receive payment if PROVIDER does not notify COALITION that the student has been admitted in accordance with the rules of the Office of Early Learning. PROVIDER agrees that PROVIDER may not receive payment for VPK instruction for a student who has not been determined eligible for enrollment in the VPK Program.
35. **Attendance Documentation.** PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each student admitted to PROVIDER's VPK Program class(es) in accordance with rules of the Office of Early Learning. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes
36. **Parent Attendance Certification.** PROVIDER agrees to require that the parent of each child in the VPK Program verify, each month, the child's attendance on the prior month's certified child attendance, in accordance with the requirements of s. 1002.71(6)(b)2., F.S.. PROVIDER agrees to maintain the Student Attendance and Parental Choice Certificates which have been signed each month by a parent for each student admitted into PROVIDER's VPK Program class(es) in accordance with the rules of the Office of Early Learning.
37. **Payment Rate.** PROVIDER understands that payments for each student may not exceed the amount of funding for one full-time equivalent (FTE) student, as established by the Florida Legislature, except that a student reenrolled for extreme hardship may receive more than one FTE. The amount of funding for one FTE student is calculated by multiplying the base student allocation provided in the General Appropriations Act by the county's district cost differential. The formula for FTE calculation is subject to revision by the Legislature during the course of the program year.
38. **Advance Payment Option.** PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Office of Early Learning. PROVIDER further

understands that PROVIDER may elect to receive monthly advance payments based on the number of students enrolled in the PROVIDER's VPK Program class(es) by checking the following box:

PROVIDER elects to receive monthly advance payments and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Office of Early Learning.

39. **Final Payment.** PROVIDER understands that COALITION will not issue a final payment to PROVIDER for the VPK program year until PROVIDER certifies the annual cumulative attendance of each child enrolled in PROVIDER's VPK Program in accordance with the rules of the Office of Early Learning.
40. **Overpayment.** PROVIDER agrees that, if the end-of-year reconciliation of payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the overpayment is fully offset, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts.
41. **Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance certification in accordance with Rule 6M-8.305, F.A.C., for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the 3rd business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next payment cycle.
42. **Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
43. **Closures.** PROVIDER agrees compensation for temporary closures will be handled in accordance with Office of Early Learning Rule 6M-8.204(5), F.A.C.
44. **Disallowed Costs.** PROVIDER understands expenditures submitted for reimbursement shall be disallowed if PROVIDER does not adhere to the provisions governing the VPK Program as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the VPK Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts and fraud restitution.
45. **Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))



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

## VIII. PROVISIONS FOR PROVIDER PROBATION

47. **Readiness Rates.** PROVIDER understands that, in accordance with s. 1002.69(5), F.S., the Office of Early Learning will annually issue kindergarten readiness rates to each PROVIDER. PROVIDER understands that if it, or any of its providers listed in Exhibit 1, receives a kindergarten readiness rate which falls below the minimum readiness rate established by the Office of Early Learning, in accordance with s. 1002.67(4)(c)1., F.S., PROVIDER or any of its PROVIDERS listed in Exhibit 1 will be placed on probation and must submit an improvement plan and/or annual progress report for approval to either the school district or COALITION in accordance with rules adopted by the Office of Early Learning or be removed from eligibility to offer the program type for five (5) years. In the event that PROVIDER fails to meet the minimum readiness rate for a program type (school-year or summer) three consecutive times, in accordance with s. 1002.67(4)(c)3, F.S., PROVIDER will be removed from eligibility to offer the program type for five (5) years unless PROVIDER is granted a good cause exemption by the Office of Early Learning. If a PROVIDER is removed from summer eligibility, then this contract is considered void for that PROVIDER’s summer program type of the program year.
48. **Probation.** PROVIDER understands that in accordance with s. 1002.67(4)(c)2, F.S., PROVIDER on probation must continue the corrective actions in its improvement plan, including the use of an approved curriculum or a staff development plan, until PROVIDER meets the readiness rate. Failure to do so will result in the termination of PROVIDER’s contract and the PROVIDER losing eligibility to deliver the VPK Program for five (5) years.

## IX. FINANCIAL CONSEQUENCES

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

## X. NONDISCRIMINATION

50. **Discrimination Prohibited.** PROVIDER agrees to comply with the antidiscrimination requirements of 42 U.S.C. s. 2000d, regardless of whether PROVIDER receives federal financial assistance. PROVIDER agrees not to discriminate against a parent or child, including the refusal to admit a child for enrollment in the VPK Program, in violation of the antidiscrimination requirements.

## XI. TERMINATION AND NONCOMPLIANCE

51. **Noncompliance Determination and Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the VPK Program as described in paragraph 5. or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. (“Corrective action” means implementation of specific action(s) designed to correct the failure to

meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 58. Upon determining that the PROVIDER has completed the corrective action, the COALITION shall notify the PROVIDER in writing.

**52. Termination for Cause.**

**a. Basis of Termination for Cause.** PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; (b) The material failure to comply with the terms of this Contract, including failure to implement corrective action; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 57.

**b. Notice of Termination for Cause.** In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 58. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

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

**54. Revocation of Eligibility.** In accordance with s. 1002.67(4)(b), F.S., if PROVIDER's Contract is terminated under paragraph 52 or 53, COALITION may revoke PROVIDER's eligibility to deliver the VPK Program for a period of five (5) years. In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under the contract with the COALITION, and whether the PROVIDER had previously violated the terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.



- 55. Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given and alternative arrangements for uninterrupted services shall be made at least thirty (30) calendar days before the termination date for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER.
- 56. Legislative Appropriation.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented VPK hours completed prior to termination of this Contract.
- 57. Fraud.**
- a. Anti-Fraud Plan.** COALITION shall provide the PROVIDER with a copy of its anti-fraud plan established by COALITION in accordance with s. 1002.91, F.S. PROVIDER agrees to comply with such anti-fraud plan.
- b. Suspension for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the VPK Program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 58. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.
- c. Termination for Fraud.** In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of 5 years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.
- d. Termination for National Disqualification.** In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.
- 58. Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 2, Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.75(1), PROVIDER may not offer any

VPK Program services while a request for a review regarding termination of PROVIDER's VPK Statewide Contract is being examined.

59. **Severability of Provider Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section XI of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit I to indicate which location(s) previously part of this Contract has been removed by striking through the location(s), initialing and dating in the "official use only" column. COALITION shall provide a copy of Exhibit 1 showing any stricken locations to PROVIDER. This Contract will remain in force and effect as to all locations in Exhibit 1 which are not stricken.
60. **Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

## XII. NOTIFICATION

61. **Information Change Notification.** PROVIDER agrees that it will comply with each of the following notification requirements:
- a. Providing notice of class transfers of children at the same provider location within fourteen (14) calendar days;
  - b. Providing notice of changes to information provided on Forms OEL-VPK 10, OEL-VPK 11A, and OEL-VPK 11B within fourteen (14) calendar days after the information changes;
  - c. Submitting written documentation demonstrating temporary closure by the close of business on the first day that a closing occurs and submitting written documentation demonstrating subsequent reopening within two (2) business days after reopening;
  - d. Providing notice and documentation specifying reasons for dismissal of students within fourteen (14) calendar days;
62. **CCR&R Participation.** PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral (CCR&R) Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information.
63. **Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is a named party or defendant that relates to PROVIDER's operation of VPK services.



**64. Notification of Disqualification or Public Assistance Fraud.**

a. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

**XII. INDEMNIFICATION**

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

**XIV. SEVERABILITY**

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

**XV. NO AMENDMENTS**

**67. No Amendments.** No attachments, amendments, or supplements to this Contract are authorized or permitted, except those specifically incorporated by reference in this form, including Exhibit 1, Provider Location List; Exhibit 2, Due Process Procedures; and Form OEL-VPK 20PP or Form OEL-VPK 20PS, as described in paragraph 7.

**XV. EXECUTION OF CONTRACT**

In accordance with ss. 1002.55(3)(i), 1002.61(3)(b), and 1002.63(3)(b), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the VPK Program, which include the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section XI.

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

<b>Signature of President/Vice President/ Secretary/Officer/Owner/Principal/or Other Authorized Representative</b> <input type="checkbox"/> By Electronic Signature	<b>Print Name</b>
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<b>Title</b>	<b>Date</b>
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<b>Provider's Additional Signatory (If required by the Provider)</b> <input type="checkbox"/> By Electronic Signature	<b>Print Name</b>
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<b>Title</b>	<b>Date</b>
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COALITION has caused this Contract to be executed as of the date set forth in Paragraph 1.

**Jacki Jackson - Executive Director**

<b>Signature of Authorized Coalition Representative</b> <input type="checkbox"/> By Electronic Signature	<b>Print Name</b>
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<b>Title</b>	<b>Date</b>
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**Exhibit 1: Provider Location List**

The School Board of Indian River County, Florida

Provider Name: \_\_\_\_\_

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

Not Applicable.

If PROVIDER is a school district executing a single Contract on behalf of multiple public school Voluntary Prekindergarten Education Program (VPK) providers, enter each name and physical location in the table below. If PROVIDER is executing a single Contract on behalf of multiple private VPK sites within COALITION’s service area, enter each name and physical location in the table below. If PROVIDER is using a different curriculum or curricula at various sites, enter the name of the curriculum or curricula used at each site. If additional locations are needed, additional pages may be added if those pages conform to the formatting below.

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

Location Number	Location Name	Physical Address	School year/Summer	Employer IDNumber (EIN)	Official Use Only
1.	Osceola Magnet School	1110 18th Ave SW, Vero Beach 32962	<input type="checkbox"/> Sch.-Year <input checked="" type="checkbox"/> Summer	59-6000673	
2.	Sebastian Elementary	400 Sebastian Blvd. Sebastian, FL 32958	<input type="checkbox"/> Sch.-Year <input checked="" type="checkbox"/> Summer	59-6000673	
3.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
4.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
5.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
6.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
7.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
8.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
9.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
10.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
11.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
12.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		



13.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
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34.			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		
35			<input type="checkbox"/> Sch.-Year <input type="checkbox"/> Summer		



## Exhibit 2: Due Process Procedures

Provider Name: The School Board of Indian River County, Florida

**1. Purpose of Exhibit.** Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.

**2. Request for Review Hearing.** If a provider disputes any action taken by the Coalition pursuant to the terms of the Statewide Voluntary Prekindergarten Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the Coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.

**a. Content of Request for Review Hearing.** The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.

**b. Request Time.** The provider's request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.

**c. Supporting Documentation.** The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.

**3. Implementation of Review.** If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.

**a. Assignment of Review Hearing Committee.** Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. Three of the members must be a mandatory member as set forth in section 1002.83(4) with at least one provider representative member.

**b. Response to Request for Review Hearing.** Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of

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

**c. Date and Location Selection.** Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.

**d. Conducting the Review Hearing.** The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.

**e. Notice of Review Hearing Conclusion.** Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The Review Hearing Committee must also appoint a Review Hearing Committee member or a Coalition staff person to prepare a written notice of the review hearing conclusion. (If the notice is developed by a Coalition staff person, the notice must be reviewed by the Review Hearing Committee in a subsequent public meeting and approved before being sent to the provider.) The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. Finally, if the majority of the Review Hearing Committee determines:

i. That no part of the determination made by the Coalition was correct, the notice must state provider is not required to take further action.

ii. That any part of the determination made by the Coalition is correct, the notice must identify the portion(s) determined to be correct. As applicable, the notice must also state:

A. If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s);



- B. If the provider's eligibility to offer the Voluntary Prekindergarten Education Program will be terminated, the date of termination.**

The decision of the Review Hearing Committee is final.



**STATE OF FLORIDA  
STATEWIDE VOLUNTARY PREKINDERGARTEN  
PROVIDER CONTRACT  
PUBLIC SCHOOL ATTACHMENT FORM OEL-VPK 20PS**

**I. PARTIES AND TERMS OF CONTRACT ATTACHMENT**

1. **Parties.** This document is executed as an Attachment to the Contract made and entered into the 9 day of June, 2015, by and between the Early Learning Coalition of Indian River, Martin and Okeechobee Counties, Inc. (herein referred to as "COALITION"), and The School Board of Indian River County, Florida (herein referred to as "PROVIDER"), with its principal offices located at 1990 25th Street, Vero Beach, FL 32960.
2. **Provider Type.** To be eligible to deliver the Voluntary Prekindergarten Education (VPK) Program, PROVIDER must be a private provider identified in s. 1002.55(3)(a), F.S., or a public school. This form is designed for use by public school districts and/or public schools.

**II. PUBLIC SCHOOLS**

3. **Monitoring Assurance.** The school district certifies that it will ensure each public school PROVIDER complies with statute, rules and this Contract and certifies that it will require corrective action plans from each public school PROVIDER upon failure to comply with the terms of statute, rule or this Contract.
4. **Summer Funding.** Each district's funding for the summer program shall be modified from the terms of Paragraph 2 of the Contract (Form OEL-VPK 20) in accordance with s. 1002.71 (3)(d), F.S.
5. **Transportation funding.** A student enrolled in the VPK Program may not be reported under s. 1011.68, F.S. for student transportation funds.



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## Citrus Cafeteria CONTINGENCY LOG

DESCRIPTION	DATE	DIV.	CCA#	ADD	DEDUCT	BALANCE
		COST CODE				
CONTINGENCY						319,165.40
PCO 001 ASI 1 Add Sidewalk & Dumpster Pad	9/20/2014	03-3000-S			3,950.00	315,215.40
PCO 007 Restroom Trailers	11/10/2014	General Conditions			2,109.00	313,106.40
PCO 008 Electrical Changes	1/6/2015	26-0000-S		9677.00		322,783.40
PCO 011 Freezer Subslab Floor	2/4/2015	03-3000-S			2,814.00	319,969.40
PCO 013 Food Svc Changes	2/16/2015	11-0000-S & 09-6513-S			7,690.00	312,279.40
PCO 010 Panelboard LDP	3/20/2015	26-0000-S			8,786.00	303,493.40
PCO 009 Bond Beam	3/20/2015	03-3000-S			2,801.00	300,692.40
PCO 014 Add'l Reveals	3/20/2015	09-2423-S			1,236.00	299,456.40
PCO 015 P1-P2 Fixtures	4/20/2015	09-2100-S & 22-0000-S			402.00	299,054.40
PCO 016 Firewall	4/20/2015	09-2100-S			274.00	298,780.40
PCO 018 A/V Revisions	04/20/15.	26-0000-S			30,996.00	267,784.40
PCO 019 Light Pole	4/20/2015	26-0000-S			1,008.00	266,776.40

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