

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

Date: June 23, 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

- III. ADOPTION OF ORDERS OF THE DAY

- IV. PRESENTATIONS
 - A. Recognition of The Learning Alliance – Dr. Adams**

- V. CITIZEN INPUT

- VI. CONSENT AGENDA
 - A. Approval of Minutes – Dr. Adams**
 - 1. Discussion Session held 6/9/2015
 - 2. Business Meeting held 6/9/2015Superintendent recommends approval.
 - B. Approval of Personnel Recommendations – Dr. Fritz**
(Item 2 moved to be addressed separately.) Attached is a list of personnel recommendations that includes personnel additions, terminations, and/or changes.
Superintendent recommends approval.
 - C. Approval of 2015-2016 Instructional Calendar Modification – Dr. Fritz**
Moved

D. Approval to Dispose of Surplus Property and Annual Inventory Results – Mr. Morrison

This request is for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached lists represent property to be deleted from various inventories and/or for items that have been declared surplus. After Board approval, property will be recycled and/or auctioned. Also, pursuant to Chapter 274.02 F.S., annual inventories were performed at each school/department for the fiscal year ending June 30, 2015. Attached is a list by school/department of property not reconciled. It is requested that this property be deleted from the Fixed Asset Ledger. Superintendent recommends approval.

E. Approval of Renewed Contracted Services with Economic Opportunity Council of Indian River/Okeechobee Counties Head Start – Mr. Rynberg

Economic Opportunity Council of Indian River/Okeechobee Counties Head Start provides services for students with disabilities ages 3 to 5 in the local Indian River Head Start programs. Referral services for these students are provided by the school district and Project Child Find. Renewal Contract is for the 2015-2016 school year. This is an ongoing renewal contract with no additional cost to District. Superintendent recommends approval.

F. Approval of Renewed Contracted Services with Redlands Christian Migrant Association (RCMA) – Mr. Rynberg

Redlands Christian Migrant Head Start provides appropriate services for identified students with disabilities ages 3 to 5, who meet the Head Start eligibility criteria. Referral services for these students are provided by the School District and Project Child Find. Renewal Contract is for the 2015-2016 school year. This is an ongoing renewal contract with no additional cost to District. Superintendent recommends approval.

G. Approval of Title I, Part A, Improving the Academic Achievement of the Disadvantaged for 2015-2016, Approval of FDOE 100 Project Application – Mr. Rynberg

Moved

H. Approval of Title I, Part C, Migrant Education Program for 2015-2016, Approval of FDOE 100 Project Application – Mr. Rynberg

Moved

I. Approval of Title II, Part A, Teacher and Principal Training and Recruiting Fund for 2015-2016, Approval of FDOE 100 Project Application – Mr. Rynberg

Moved

J. Approval of Title III, Part A, English Language Acquisition, Language Enhancement, and Academic Achievement Act for 2015-2016, Approval of FDOE 100 Project Application – Mr. Rynberg

Moved

K. Approval of 2015-2016 Individuals with Disabilities Education Act (IDEA, Part B Grant, IDEA, Part B, Preschool Grant) – Mr. Rynberg

Moved

Items moved for discussion on June 22:

B. Approval of Personnel Recommendations, Item#2 Instructional Leaves – Dr. Fritz
Moved from Consent B, Item #2, Instructional Leaves. Superintendent recommends approval.

C. Approval of 2015-2016 Instructional Calendar Modification – Dr. Fritz
A modification to the 2015-2016 Instructional Calendar is being made to accommodate Student Orientation at schools. Superintendent recommends approval.

G. Approval of Title I, Part A, Improving the Academic Achievement of the Disadvantaged for 2015-2016, Approval of FDOE 100 Project Application – Mr. Rynberg

Title I, Part A is intended to help ensure that all children have the opportunity to obtain a high-quality education and reach proficiency on challenging state academic standards and assessments. As the largest federal program supporting elementary and secondary education, Title I targets these resources to the Districts and schools where the needs are greatest. The District's Title I Program serves all of its attendance areas with a poverty rate above 75 percent. The 2015-2016 Title I schools are Citrus Elementary, Dodgertown Elementary, Fellsmere Elementary, Glendale Elementary, Indian River Academy, Pelican Island Elementary, Vero Beach Elementary, and includes St. Peter's Academy Charter. All of the District's Title I Schools operate a school wide program to upgrade the entire educational program in the school to improve the academic performance of all students, particularly the lowest-achieving students. Approval of FDOE 100 Project Application form for the release of federal entitlement dollars from FDOE. FY 2015-2016 Allocation: \$4,710,070.00. Superintendent Recommends approval.

H. Approval of Title I, Part C, Migrant Education Program for 2015-2016, Approval of FDOE 100 Project Application – Mr. Rynberg

The purpose of this program is to ensure that the special educational needs of migrant children are identified and addressed. This program supports high-quality and comprehensive educational programs for migrant children in order to help reduce the educational disruptions and other education related problems that result from frequent moves. This program also attempts to ensure that migrant students who move between states are not put at a disadvantage because of disparities in curriculum, graduation requirements, content, and student academic achievement standards. The program promotes interstate and intrastate coordination of services for migrant children, including providing for educational continuity through the timely transfer of pertinent school records. Approval of FDOE 100 Project Application form for the release of federal entitlement dollars from FDOE. FY 2015-2016 Allocation: \$55,778.00. Superintendent recommends approval.

I. Approval of Title II, Part A, Teacher and Principal Training and Recruiting Fund for 2015-2016, Approval of FDOE 100 Project Application – Mr. Rynberg

Local Educational Agencies (LEAs) and schools are held accountable for improvements in student academic achievement. Projects are intended to increase student academic achievement through strategies such as improving teacher and principal quality and increasing the number of highly qualified teachers in the classroom and highly qualified principals and assistant principals in schools. Approval of FDOE 100 Project Application form for the release of federal entitlement dollars from FDOE. FY 2015-2016 Allocation: \$690,468.00. Superintendent recommends approval.

J. Approval of Title III, Part A, English Language Acquisition, Language Enhancement, and Academic Achievement Act for 2015-2016, Approval of FDOE 100 Project Application – Mr. Rynberg

Funding Purpose/Priorities: To improve the education of English language learners (ELLs) by assisting them in learning English and meeting the challenging and rigorous state academic content and student academic achievement standards. Approval of FDOE 100 Project Application form for the release of federal entitlement dollars from FDOE. FY 2015-2016 Allocation \$125,707.53. Superintendent recommends approval.

K. Approval of 2015-2016 Individuals with Disabilities Education Act (IDEA, Part B Grant, IDEA, Part B, Preschool Grant) – Mr. Rynberg

Each year the School District is given the opportunity to apply for Federal IDEA funds. Funding is based upon the number of students with disabilities served during the past year by the Survey 2 Child Count. The projects are intended to provide supportive academic, behavioral, and evaluative services to designated students and students with disabilities. Approval of FDOE 100 Project Application form is for the release of Federal Entitlement dollars from FDOE. FY 2015-2016 Allocation \$4,205,312.00. Superintendent recommends approval.

VII. ACTION AGENDA

A. Approval of 2014-2015 Fire Safety Reports – Mr. Morrison

Section 1013.12(2)(c) Florida Statutes, Periodic Inspections of Property by District School Boards, states *“Under the direction of the fire official appointed by the Board under s. 1013.371(2), fire safety inspections of each educational and ancillary plant located on property owned or leased by the Board, or other educational facilities operated by the Board, must be made no sooner than one year after issuance of a Certificate of Occupancy and annually thereafter”*. In accordance with this statutory requirement, the 2014-2015 School Fire Safety Reports for each school and facility are attached for your approval. Superintendent recommends approval.

B. Approval to Award RFP #2015-29 to Multiple Vendors for a Continuing Contract for the Installation of Tile Flooring - Mr. Morrison

A Request for Proposal (RFP) was promulgated for a continuing contract with flooring contractors for future projects on an as-needed basis. The estimated financial impact to the District for the school year 2015-2016 is \$330,000. Projects less than \$5,000 may be awarded on a rotational or best fit basis. For projects greater than \$5,000, all awarded vendors will be invited to provide a formal quote and award will be made to the lowest bidder. The Purchasing Department is recommending the award and issuance of all subsequent purchase orders, as well as bid renewal letters for years 2 and 3. The term of this RFP is from June 24, 2015, through June 23, 2016, and may, by mutual agreement between the Superintendent and the awardees, be renewable for two additional one-year periods. All prices, terms, and conditions shall remain the same. Recommended vendors are Anthony's Flooring Designs, Inc., One Call Property Services, Inc., and Valiant Tile, Inc., as the best responsive and responsible bidders meeting specifications, terms, and conditions. Please see attached backup. Superintendent recommends approval.

C. Approval to Reject RFP #2015-28 for the Installation Audio Visual Equipment, Data Equipment, and Cabling for the New Administrative Complex - Mr. Morrison

A Request for Proposal (RFP) was promulgated for the installation of audio visual equipment, data equipment, and cabling for the administrative complex. Requesting approval to reject all bids as all vendors failed to bid the Liebert System as specified. Superintendent recommends approval.

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

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

E. Approval to 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. 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 (UDT) in the amount of \$187,484.10. The majority of classrooms throughout the District have been retrofitted with the District's standard audio visual system that includes an LCD projector, wireless microphones, speakers, and an integrated wall-mounted control panel. Liberty Magnet currently has outdated equipment that was installed during the original construction. The equipment is failing and is beyond the expected refresh cycle. This purchase will equip all classrooms at Liberty Magnet with the District's current standard audio visual system. The price includes all equipment, installation, configuration, and testing. This purchase will be funded by the 0.6 voter approved millage. Pricing references two existing contracts: School District of Lee County, Florida RFP #R127035JM for IT Hardware, Software, and Equipment that will expire on June 4, 2016, and State of Florida Contract - 880-000-09-1 for Audio & Video Equipment and Accessories- (Extron and Epson) that will expire February 2, 2017. Please see attached backup. Superintendent recommends approval.

F. Approval to Piggyback the School District of Miami Dade County, Florida RFI #0001-PP04-District Mobile Devices ("RFI") to Issue a Purchase Order to United Data Technologies for 84 Instructional 1:1 Mobile Carts containing Tablet PCs for the Secondary 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 (UDT) in the amount of \$1,553,251.56. This purchase will secure the mobile devices and carts necessary for the expansion of our current Digital Classrooms Initiative at our secondary schools. The majority of our secondary curriculum is now digital and the number of online assessments required by the State at the secondary level has increased. 84 teachers have completed an application process and have met the selection criteria set forth by the Digital Classroom Planning Team. This purchase will equip the classrooms of each of the 84 Digital Learning 1:1 participants listed in the attachment with an instructional mobile cart containing tablet PCs for student/teacher use. It will also increase access for students to digital curriculum as well as increase the 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. Pricing references the School District of Miami-Dade County, Florida RFI #0001-PP04 District Mobile Devices. This RFI expires April 9, 2017. Please see the attached backup. Superintendent recommends approval.

G. Approval to Purchase 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, prior to purchasing, the School Board set aside time 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 World Languages Adoption Committee has recommended the attached textbook adoption list, effective at the start of the 2015-2016 school year. The textbook list represents the committee's selected texts for the World Languages courses. This order includes both digital and print textbooks. These materials will assist teachers in providing standards-based instruction in French and Spanish to students at Liberty Magnet School and all of the secondary schools. The cost of this adoption is \$330,604.71. Superintendent recommends approval.

H. Approval of 2015-2016 Salary Schedules – Dr. Fritz

The proposed Salary Schedules reflect the following: salaries commensurate with currently bargained agreements; administrative/professional-technical/confidential-managerial salaries consistent with the action taken by the School Board on May 26, 2015; newly established salaries for two prof-tech positions as part of the finance department reorganization; alignment of degree supplements to make them consistent for all groups; alignment of mechanisms for granting experience credit for new employees to make them consistent for all groups; and employee work calendars that are consistent with the instructional calendar and each group's respective work day structure. For union-represented employees, rates may change in the future, with School Board approval, as a result of bargaining. An updated professional-technical schedule will also be recommended, when the salary analysis is complete. Superintendent recommends approval.

Item added on 6/17/2015:

I. Approval to Set Public Hearing Date for Adoption of Revisions, Repeals, and New School Board Policies – Dr. Adams

On June 23, 2015, the School Board discussed the Board Policy revisions, repeals, and new policies. The Board requested to move forward with the adoption process. The purpose of the revisions is to be consistent with present practice, new practice, and legislation. The Public Hearing will be held during the regular Business meeting on July 28, 2015. Superintendent recommends approval.

VIII. SUPERINTENDENT'S REPORT

IX. DISCUSSION

A. Personal Leave-Unpaid – Mr. Searcy

Added on 6/22/2014:

B. Will the Board be asking the District to report how they are addressing the concerns brought forth by Beachland parents at the last School Board meeting? – Ms. Jiménez

C. Will the Board request that the School District share the letter received from the Department of Education regarding the higher than State average expulsion rate of African American ESE (exceptional student education) students in our District; and their plan for addressing it and related budget impacts? – Ms. Jiménez

X. SCHOOL BOARD MEMBER MATTERS – Chairman McCain

XI. INFORMATION AGENDA

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

Attached are the Financial Reports for the month ending April 30, 2015.

B. Monthly Facilities Report – Mr. Morrison

XII. SUPERINTENDENT'S CLOSING

XIII. ADJOURNMENT – Chairman McCain

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

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

The District School Board of Indian River County met on June 9, 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 25th Street, Vero Beach, Florida 32960. District School Board Members attending were: Chairman Matthew McCain, Vice Chairman Charles G. Searcy, and Board Members: Claudia Jiménez, and Shawn R. Frost. Dr. Frances J. Adams, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present. Board Member, Dale Simchick, was not present.

Discussion Session Minutes

Note: Chairman McCain arrived at approximately 1:06 p.m.

- I. Discussion was called to order by Vice Chairman Searcy.
Mrs. D'Agresta stated, on behalf of Mrs. Simchick, that Mrs. Simchick's father was in the ICU. She was unable to attend the Discussion Session but planned to attend the business meeting, if there were no changes to his health.

- II. ITEMS PLACED ON AGENDA BY BOARD MEMBERS – Chairman McCain
 - A. **Claudia Jiménez**
 1. Presentation of Indian River County's Children's Assessment – Ms. Hope Woodhouse
(Start time was scheduled for 1:00 p.m. Maximum duration was anticipated to be one hour.)
Ms. Woodhouse presented highlights from the Children's Assessment Report that included the history of the organization, purpose, local facts, and statewide facts. She said that they needed someone on the School Board that they could talk to, in order to achieve the same goals for students. It was noted by a Board Member that the School District continued to work under the Desegregation Court Order but would be discussing whether the direction of the Court Order, as written, was in the best interest of students.
 2. Living Wage Analysis
Mr. Morrison presented information on Living Wage Analysis. He referenced the investopedia.com definition of living wage and data from A.L.I.C.E (Asset Limited, Income Constrained, Employed Report). Utilizing the A.L.I.C.E. data and the District's pay grade chart, he presented an analysis that, in most cases, the School District was providing a rate of pay above the guidelines for poverty. It was stated that the Board could see that the School District was doing what they could for staff. Mr. Morrison spoke to the question regarding substitute teachers' daily rate of pay. Dr. Adams said that the School District continued to look at competitive wages.

3. Dual Enrollment and Virtual School Completion Rates/Cost Implications

Dr. Adams reminded the School Board that the School District paid the tuition for student dual enrollment in college. Dr. Adams said that parameters had been set for dual enrollment. The parameters were that the course must be required for graduation and that the District would not pay for students to take a course again if they did not pass the course. Mr. Morrison stated that for the 2013-2014 fiscal year, \$283,339 was paid out. He said that as of May 2015, \$290,948 was paid out for this year. He said that the School District budgeted \$300,000 for this anticipated, unfunded mandate. Mr. Morrison said that about \$30,000 was received for instructional materials (books). Dr. Adams and Dr. Rendell spoke of the advantages for students. Dr. Adams said that virtual was different. She mentioned the recalibration effect on the School District. Dr. Adams said that Dr. Rendell had suggested to her how in-house personnel on school campuses could be utilized for the virtual program.

4. Suspension Rates vs. Referral Rates

Moved to the August Discussion Session.

B. Dale Simchick

1. Greater Florida Consortium of School Boards

Mrs. D'Agresta spoke on behalf of Mrs. Simchick. She said that Mrs. Simchick wanted the School Board to know that her position was that memberships with the Greater Florida Consortium of School Boards and the Florida School Boards Association should not be renewed.

C. Shawn Frost

1. Board Legislative Membership Renewals

Mr. Frost stated that School Board Members could continue to attend the Florida School Boards Association conferences, individually, at the non-member rate. He also noted that membership dues for the Treasure Coast Council of Local Governments at \$200 per year were overdue. Mr. Frost said that after attending a few meetings, he did not see a value in the membership but suggested that the Board pay the dues in arrears for 2015 calendar year due to the timing. Board Members discussed their membership in Florida School Boards Association, Greater Florida Consortium of School Boards, and the Treasure Coast Regional Planning Council, aka Treasure Coast Work Group, with Vern Crawford of Schoolhouse Consulting Group, Inc. Dr. Adams spoke of Mr. Morrison's involvement with the Treasure Coast Work Group. Dr. Rendell supported continuing the contract with Vern Crawford of Schoolhouse Consulting Group, Inc. The Board expressed an interest in continuing with Vern Crawford.

2. Public Charter Schools

Board Members discussed scheduling another open discussion session with charter schools. It was suggested that the discussion be open, without presentations, to talk about anything and everything. It was noted that the Board did not, as of this date, receive a response from the Department of Education General Council's Office regarding the Board's question on charter school student drug testing preadmission requirement and did not have the budget information available from the Department of Education. Dr. Adams suggested that the District School Board work on setting goals and that charter schools could be included within those goals.

D. Charles Searcy

1. Moonshot Moment, Brief Description

Dr. Adams stated that the funding for Moonshot Moment did not flow through the School District. She said that there were about 40 local agencies (governmental and non-governmental) involved in this work to prevent reading problems for students later on. The work being done began at birth. The Moonshot Moment created opportunities for primary students. The community supported the School District by providing grants that may come through the Education Foundation and John's Island Junior League, as examples. The Learning Alliance paid for a Staff Person and had Consultants on staff for gathering data and the District helped crunch the data. They did not give the District money, they provided opportunities to help students. Dr. Adams gave each Board Member a booklet and bullets to reference when speaking to the public. She asked Board Members to contact staff members, if they had any questions. Dr. Adams said that teachers were paid a stipend through these other funding agencies to attend training sessions held after school.

E. Chairman McCain

(No items)

III. BOARD COMMITTEE REPORTS – Chairman McCain

No reports given.

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

No items requested.

V. ADJOURNMENT – Chairman McCain

With no further conversation, the discussion session adjourned at approximately 3:03 p.m.

The District School Board of Indian River County met on June 9, 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 25th Street, Vero Beach, Florida 32960. District School Board Members attending were: Chairman Matthew McCain, Vice Chairman Charles G. Searcy, and Board Members: Claudia Jiménez, Dale Simchick, and Shawn R. Frost. Dr. Frances J. Adams, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present. Prior to the meeting, an invocation was given by Mr. Phil Katrovitz from The Humanists of the Treasure Coast.

Meeting Minutes

I. Meeting was called to order by Chairman McCain.

II. PLEDGE OF ALLEGIANCE TO THE FLAG.

III. ADOPTION OF ORDERS OF THE DAY

Chairman McCain called for motion to include adding Action K, moving Presentation A to the June 23 business meeting, and to delete Consent F. Mr. Searcy made a motion to adopt the Orders of the Day with the following changes: Delete Action J, Action K, and Consent F from the agenda; and to move Presentation A to the June 23 business meeting; and to move Consent B and Consent J to the Action Agenda. Ms. Jiménez seconded the motion for discussion. After discussing the deletion of Action J, Mr. Searcy amended his motion to read as follows: Adopt Orders of the Day; move Presentation A to the June 23 business meeting; delete Action K and Consent F; and move Consent B and J to the Action Agenda. Ms. Jiménez accepted the new motion for discussion. After discussion, the motion failed, with a 1-4 vote. Mr. Searcy voted in favor of the motion. Ms. Jiménez, Mrs. Simchick, Mr. Frost, and Chairman McCain voted against the motion.

Mrs. Simchick moved approval of the Orders of the Day adding Action K, deleting Consent F, moving Presentation A to the June 23 business meeting, and moving Consent B and J to the Action Agenda. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

IV. PRESENTATIONS

A. Recognition of The Learning Alliance – Dr. Adams

(Moved to June 23 business meeting.)

B. Recognition of Principal Certification – Dr. Adams

Certificates were presented in recognition of Principal Certification through the District's Stage 1 Aspiring Administrators training program (19 aspiring administrators); and Stage 2 Instructional Leadership and Faculty Development Grant (8 current administrators).

V. CITIZEN INPUT

Tiffany Justice requested to speak on Beachland Elementary School.

Pat Blackburn requested to speak on Beachland Elementary School.

Ave Justice requested to speak on Beachland Elementary School.

Wil Blackburn requested to speak on Beachland Elementary School.

Jennifer Nye requested to speak on Beachland Elementary Capital Funds Allocation.

Scott Bartel requested to speak on State of Beachland disrepair.

VI. CONSENT AGENDA

Chairman McCain called for a motion. Ms. Jiménez moved approval of the Consent Agenda moving Consent B and J to the Action Agenda and the deletion of Consent F. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

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 recommended approval.

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

Moved to follow Consent Agenda.

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

Approval was 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 was 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 recommended 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 would be used for travel, awards, and student recognition for the Future Business Leaders of America. \$1,100 of the funds would be utilized for travel awards, student recognition, supplies, and equipment for the boys' and girls' Tennis Teams at Sebastian River High School. Superintendent recommended approval.

E. Approval of Budget Amendments – Mr. Morrison

This request was 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 recommended approval.

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

Deleted

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

The contracts outlined 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 were approximately 20 families that participated in the program. In accordance with Florida Statute 1003.54, School Districts were 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 were 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 remained the same as last year.

Superintendent recommended approval.

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

This was a request to attend school in St. Lucie County for the 2015-2016 school year. Parent teaches in St. Lucie County and requested that their child attend the school where they were employed. Superintendent recommended approval.

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

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

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

Moved to follow Consent Agenda.

Dr. Rendell introduced the newly appointed Principals: Beth Hofer, Oslo Middle School; Scott Simpson, Osceola Magnet Elementary School; and Casandra Flores, Rosewood Magnet Elementary School.

Items moved from Consent for discussion:

B. Approval of Personnel Recommendations – Dr. Fritz

Attached was a list of personnel recommendations that included personnel additions, terminations, reappointments of Professional Support Staff for 2015-2016, and/or changes. Superintendent recommended approval.

Chairman McCain called for a motion. Mrs. Simchick moved approval of Personnel recommendations. Ms. Jiménez seconded the motion. Dr. Fritz address a questions from the Board. Board Member requested that in the future, the list of reappointments include all transfers, retirements, non-renewals, etc. The Board voted unanimously in favor of the motion, with a 5-0 vote.

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 would furnish services in accordance to the terms and conditions outlined in the agreement. The Health Department would 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 recommended approval.

Chairman McCain called for a motion. Mr. Searcy moved approval of the service agreement renewal with the State of Florida, Department of Health for 2015-2016. Mr. Frost seconded the motion. A correction was noted under page 2 of 3, Item 4. Under Term. Chairman McCain noted that the correction to the ending date that would be corrected to read, June 30, 2016. The Board voted unanimously in favor of the motion, with a 5-0 vote.

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 66th Avenue and the New County Office Administration Building – Mr. Green

Pursuant to School Board Policy 6320, the Superintendent's authority was limited to purchase commodities and/or contractual services where the total amount did not exceed \$50,000 and did not exceed the applicable appropriation in the District budget. This request was to grant the authority for the Superintendent to issue a purchase order to PCS in the amount of \$75,934.50. Precision Contracting Services would provide the engineering design, installation, and the testing of a new fiber optic segment for the District.

This segment would connect to existing Indian River County Traffic Department fiber at the corner of 66th Avenue and 49th Street and would extend it north to 57th Street and then East on 57th Street to the new County Office Administration Building. The County Office building would be the hub of all District network (computer and phone) traffic and this segment would create an additional path for network data. This path increased system redundancy and decreased the likelihood of a system outage affecting multiple sites. It also allowed the District to plan for future growth and redundancy, when the Traffic Department eventually installed a fiber segment north from 57th Street to 81st Street. This order was as per the specifications, terms, and conditions under Indian River County Bid #2012017. Term of contract was January 1, 2015, through December 31, 2015. This purchase would be funded by the 0.6 voter approved millage. Please see attached Agreement Form for Contracted Services. Superintendent recommended approval.

Chairman McCain called for a motion. Mr. Searcy moved 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 66th Avenue and the new J. A. Thompson Administrative Center. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

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 was limited to purchase commodities and/or contractual services where the total amount did not exceed \$50,000 and did not exceed the applicable appropriation in the District budget. This request was to grant the authority for the Superintendent to issue a purchase order to United Data Technologies, 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 was now digital and the number of online assessments required by the state had increased at the elementary level. This purchase would equip each of our elementary schools with an instructional mobile cart containing tablet PCs for student use. It would 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 included all equipment, installation, configuration, and testing. This purchase would be funded by the 0.6 voter approved millage. The pricing referenced the School Board of Miami-Dade County, Florida RFI #0001-PP04 Mobile Computing Devices and Services. This RFI would expire April 9, 2017. Backup was attached. Superintendent recommended approval.

Chairman McCain called for a motion. Mr. Frost moved 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. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

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

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

Chairman McCain called for a motion. Mrs. Simchick moved approval to purchase Microsoft volume licenses from Software House International. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

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

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

Chairman McCain called for a motion. Mr. Frost moved approval to renew Cisco SmartNet maintenance and support through Presidio Networked Solutions. Mrs. Simchick seconded the motion. Mr. Green said that in the future, they would find out about a longer-term maintenance agreement. The Board voted unanimously in favor of the motion, with a 5-0 vote.

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 was limited to purchase commodities and/or contractual services where the total amount did not exceed \$50,000 and did not exceed the applicable appropriation in the District budget. This request was to grant the authority for the Superintendent to issue a 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 was \$220,000. These orders would 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 was Frozen Treats. The contract period was June 16, 2015, through June 15, 2016. Please see attached backup. Superintendent recommended approval.

Chairman McCain called for a motion. Mr. Searcy moved 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. Frost seconded the motion. It was noted that sugar was not in the best interest of students. The Board voted 4-1 in favor of the motion. Mr. Searcy, Mrs. Simchick, Mr. Frost, and Chairman McCain voted in favor of the motion. Ms. Jiménez voted against the motion.

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 was limited to purchase commodities and/or contractual services where the total amount did not exceed \$50,000 and did not exceed the applicable appropriation in the District Budget. The P.O.W.E.R Buying Group was a co-op consisting of thirty-three Districts in Florida. This request was 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 was \$2,400,000. There was an annual fee of \$4,500 that was discounted \$500.00 due to our District's representation in the power buying groups executive committee. Items ordered from this contract included all main line food, USDA brown box and processed commodities, disposables, bread, small wares, and cleaning products. These orders would 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 was July 1, 2015, through June 30, 2016. Please see attached backup and contract. Superintendent recommended approval.

Chairman McCain called for a motion. Mrs. Simchick moved approval to issue purchase orders to US Foods, Inc., for the purchase of food and supplies for all schools. Ms. Jiménez seconded the motion. Board Member suggested that the P.O.W.E.R. Buy Group encourage the distributors to use less salt in their products. The Board voted unanimously in favor of the motion, with a 5-0 vote.

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 was limited to purchase commodities and/or contractual services where the total amount did not exceed \$50,000 and did not exceed the applicable appropriation in the District budget. This request was to grant the authority for the Superintendent to issue 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 was \$675,000. Pricing referenced 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 was Robert Erneston Produce, Inc. The contract period was September 7, 2014, through March 6, 2019. Please see attached backup. Superintendent recommended approval.

Chairman McCain called for a motion. Mrs. Simchick moved 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. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

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 was 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 would 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 would begin to establish and negotiate a Guaranteed Maximum Price (GMP) for the project. The final GMP would be submitted for approval at a future Board Meeting. Superintendent recommended approval.

Chairman McCain called for a motion. Mr. Frost moved approval of Construction Management at Risk Contract with Proctor Construction Company for the new classroom building at Citrus Elementary School (SDIRC #2015-19). Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

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 negotiated in good faith with CWA and the parties tentatively agreed to a Memorandum of Understanding allowing for initial implementation of open enrollment. The MOU agreement was for the cessation of the Blue Choice 702 plan, co-pay amendments to the 5770 plan, and addition of the new 5772 plan. The agreement also maintained current status quo rates and Board contributions until negotiations were complete. Superintendent recommended approval, contingent on CWA ratification.

Chairman McCain called for a motion. Mrs. Simchick moved approval of the Memorandum of Understanding with the Communication Workers of America, contingent upon CWA ratification. Ms. Jiménez seconded the motion and it carried unanimously, with a 5-0 vote.

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

This statewide contract outlined the agreement between the School District and the Early Learning Coalition of Indian River, Martin, and Okeechobee Counties, Inc. This standard State contract was effective for the summer 2015 and continued through the 2015-2016 school year. The School District of Indian River County would 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 were contingent upon student enrollment meeting the required one teacher to twelve students maximum ratio. Superintendent recommended approval.

Mr. Rynberg explained that the contract was only for the 2015 summer prekindergarten program for students entering kindergarten in August 2015 and did not participate in any other prekindergarten program. The effective dates of the contract were June 15, 2015, through July 30, 2015. Chairman McCain called for a motion. Mrs. Simchick moved approval of the State wide summer Voluntary Prekindergarten Provider contract with Early Learning Coalition. Ms. Jiménez

seconded the motion. Mr. Rynberg said that there was no cost to the District. The Board voted unanimously in favor of the motion, with a 5-0 vote.

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, was scheduled to begin in the fall of 2015, when fiscal year 2015/16 funding becomes available. The Citrus Expansion Phase II Cafetorium was on schedule to be completed in August 2015, with a balance of \$266,776.40 currently remaining on the contract. This agenda item was 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 was 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 were 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 recommended approval.

Chairman McCain called for a motion. Ms. Jiménez moved approval of the design and construction of site work and utilities for Phase III of the Citrus Expansion Project, utilizing savings from Phase II contingency. Mr. Frost seconded the motion. After discussing the issue, the Board voted unanimously in favor of the motion, with a 5-0 vote.

VIII. SUPERINTENDENT'S REPORT

Dr. Adams reported on the graduation events. She congratulated all of the schools and all of the graduates.

IX. DISCUSSION

No discussion items

X. SCHOOL BOARD MEMBER MATTERS – Chairman McCain

Ms. Jiménez reported on the graduations and congratulated students and parents. She also spoke of her daughters and their personal accomplishments through the public school system. Because Ms. Jiménez would not be at the next business meeting, she talked about the success of Dr. Adam's leadership and the initiatives she started throughout the School District. Ms. Jiménez wished her well in her future endeavors.

Mrs. Simchick said that she was able to attend a few graduations, even with spending time with her Father who was ill. She congratulated students and wished them luck.

Mr. Frost reported on the graduations he attended. He thanked the parents from Beachland for coming out tonight.

Mr. Searcy reported on the graduations and the excitement he experienced at Saint Peter's Academy, Elementary Charter School, graduation event. Mr. Searcy noted that their Principal, Mrs. Ruth Jefferson, was recognized by the State as Principal of the Year.

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT'S CLOSING

Dr. Adams shared a photo of herself with her Mother and Father. She thanked everyone for the outpouring of support in the recent passing of her Mother. Dr. Adams said that her Mother was a great supporter and a woman of a strong Christian faith.

XIII. ADJOURNMENT – Chairman McCain

With no further business, the meeting adjourned at approximately 7:35 p.m.

CONSENT AGENDA 6/23/15

Personnel Recommendations

1. Instructional Changes
Browning, Carlean – Storm Grove Middle Science Teacher, recommended for reappointment with annual contract for the 2015-2016 school year
2. Instructional Leaves
Anderson, Peter – Liberty Magnet, 8/17/15-6/7/16
Lugo, Megan – VBHS, 6/1/15-6/9/15
Putzke, Brandon – Liberty Magnet, 8/17/15-6/7/16
Schneider, Kelly – SRMS, 8/17/15-6/7/16
3. Instructional Promotions
4. Instructional Transfers
Avers, Amber – from Sebastian Elementary 3rd Grade Teacher to Liberty Magnet Primary Teacher 8/17/15
Carlsen, Tiffany – from Fellsmere 4th Grade Teacher to VBE **Primary 4th Grade Teacher 8/17/15**
Clemenzi, Lesley – from VBE 3rd Grade Teacher to Glendale Primary Teacher 8/17/15
DiPardo, Sara – from SRHS Assistant Band Director to Fellsmere Music Teacher 8/17/15
Durrett, Jennifer – from Indian River Academy Math Coach to Fellsmere Math Coach 8/17/15
Graham, Lisa – from Citrus 5th Grade Teacher to Gifford Middle Math Teacher 8/17/15
Hernandez-Rivera – from Indian River Academy 3rd Grade Teacher to Fellsmere Primary Teacher 8/17/15
Hofer, Michael – from Oslo Middle Math Teacher to VBHS Math Teacher 8/17/15
Horton, Michele – from Dodgertown 4th Grade Teacher to Fellsmere Primary Teacher 8/17/15
Johnson, Tiffany – from VBE 3rd Grade Teacher to Liberty Magnet Primary Teacher 8/17/15
Kelly, Margaret – from VBE Kindergarten Teacher to Indian River Academy Primary Teacher 8/17/15
Kipp, Emily – from VBE 1st Grade Teacher to Glendale Primary Teacher 8/17/15
McMullen, Lianne – from Treasure Coast Kindergarten Teacher to Citrus Kindergarten Teacher 8/17/15
Mejia, Kelli – from Fellsmere 3rd Grade Teacher to VBE 3rd Grade Teacher 8/17/15
Whelan, Karen – from VBE 3rd Grade Teacher to Fellsmere Primary Teacher 8/17/15
5. Instructional Separations
Adams, Jennifer – VBHS resignation 6/9/15

Baker, Brenda – SRHS, resignation 6/9/15
Blanton, Andi – SRMS, retirement 6/9/15, pending FRS attestation
Brescia, Megan – Beachland, resignation 6/9/15
Bryant, Virginia – FLC, retirement, exiting DROP 6/9/15
Degnan, Ellen – Beachland, retirement, exiting DROP 6/9/15
Eby, Marcia – Beachland, retirement, exiting DROP 6/9/15
Freeman, Renee – Gifford Middle, resignation 8/18/15

Healy, Bernadette – VBHS, retirement 6/9/15, pending FRS attestation

Hines, Hannah – Fellsmere, resignation 6/9/15
Hodgkiss, Gail – Storm Grove Middle, retirement 6/9/15, pending FRS attestation

Miner, Danielle – Beachland, resignation 6/9/15

Skindel, Adam – SRHS, resignation 6/9/15

6. Instructional Employment

Deaton, Amanda – VBHS, Math Teacher 8/17/15

Frierson, Janet – VBE, 3rd Grade Teacher 8/17/15

Gonzalez, Manace – Fellsmere, 1st Grade Teacher 8/17/15

Price, Amber - VBE, 3rd Grade Teacher 8/17/15

Roberts, Jennifer – Liberty Magnet, Primary Teacher 8/17/15

Rosales, Angela - VBE, 3rd Grade Teacher 8/17/15

Smith, Anthony – VBE, 1st Grade Teacher 8/17/15

Srigley, Nicole – Rosewood Magnet, 2nd Grade Teacher 8/17/15

Ziegler, Kenneth – VBHS, Social Studies Teacher 8/17/15

7. Support Staff Changes

8. Support Staff Leaves

Brown, Ian – Physical Plant, extend to 7/1/15-7/27/15

9. Support Staff Promotions

Lane, Chadwick – Physical Plant, from IAQ Manager to Plant Supervisor 6/24/15

Leslie, Dana – VBHS, from Switchboard Operator to Secretary 1 8/3/15

Marx, Russell – VBHS, from Head Custodian to Facilities Coordinator 6/22/15

10. Support Staff Transfers

Renuart, Ana – from Citrus ESOL Teacher Assistant to VBHS Library Media Assistant 8/17/15

Spero, Janis – from Attendance Office, School Social Worker to Oslo Middle Student Support Specialist 8/13/15

Walker, Lavonne – from Oslo Middle, Student Support Specialist to Attendance Office, School Social Worker 8/13/15

11. Support Staff Separations

Atkins, Charlene – Finance and Operations, retirement, exiting DROP 6/30/15

Clark, Tabatha – Gifford Middle, resignation 7/1/15
 Kreger, Dale – Beachland, resignation 6/5/15
 Medlock, Kathy – VBHS, retirement 6/9/15, pending FRS
 attestation

12. Support Staff Employment
Connell, Lillian – VBHS, Student Worker 6/24/15
13. Administrative Separations
 Hoyt, Cheryl – Sebastian Elementary, resignation 6/26/15
14. Administrative Employment
15. Administrative ~~Leaves~~ Change
**Kohlstedt, Chris – from I.T. Director of Assessment and
 Accountability to Pelican Island Principal 7/1/15**
16. Approval of Placement in Instructional Substitute Pool
 Clark, William – Substitute Teacher 8/24/15
17. Approval of Placement in Support Staff Substitute Pool
Clark, Tabatha – Substitute Health Assistant 7/2/15
 Diarra, Bezo – Substitute Bus Driver 8/24/15
 Maxted, Jessica – Substitute Health Assistant 6/24/15
18. The following employees are recommended for the 2014
 Summer School Programs, pending reappointment for the 2015-
 2016 school year:

Title 1 Enrichment

<u>Various Sites</u>	Substitute Teacher	Nancy Gilmor
<u>Citrus</u>	Teacher	Kelly Fitzgerald Kristen McVee Jason McLaughlin Katherine Ellis Julie Dean Robert McCorrison Nicole Del Tufo
	Teacher Assistant	Cathy Renninger Rachel Swallow
	Health Assistant	Elisa Maxted
	Kindergarten Transition Teacher	Amanda Vaccaro Donna Graham Stacey Miller
	Teacher Assistant	Ana Renuart
	K-1 Transition Teacher	Becky Pylant
	Orientation Night	Lyndsey Matheny

Dodgertown

Teacher	Irene Testa
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	Michele Catalano
	Maria Arreola
	Denise Swanigan
	Nancy Kulp
	Will Daulby
	Ron Worth
	Kristin Pianelli
	Sonya Bradley
	Leona Espinal
KG Transition Teacher	Deborah Iacano
	Casey Dunn
	Dawn Molton
Teacher Assistant	Lisette Real
Health Assistant	Debbie Burley
K-1 Transition Teacher	Ann Keyser
Orientation Night	Krista Sadlers

Fellsmere

Teacher	Mona Zuther
	Therese Victoria
	Faith Woods
	Christopher Cummings
	Debra Barnes
	Jacki DeCaro
	Ashley Bangert
	Anitra Cummings
	Deborah Tobin
	William Mackay
	Emily Teel
	Kaitlin Embrey
Teacher Assistant	Kathleen Hamilton
	Lucy Roy-Delapaz
Health Assistant	Tabatha Clark
K-1 Transition Teacher	Nancy Blessing
KG Transition Teacher	Diane Alvey
	Denise Wickham
Teacher Assistant	Sandra Amezquito
	Jennifer Shedrick
Orientation Night	Jose Blanco

Glendale

Teacher	Tessa Borengasser
	Patty Poysell
	Michelle Sims
	Jennifer Corey
	Donna Sarnoski
	Becky Teske

	Theresa Eure
	Barbara Presley
Teacher Assistant	Denise Simmons
	Karen Renninger
Health Assistant	Elizabeth Wetherell
KG Transition Teacher	Julie Wright
Teacher Assistant	Catherine Scott
K-1 Transition Teacher	Connie Law
Orientation Night	Ana Rodriguez

Indian River Academy

Teacher	Holly Vannoy
	Sandra Howe
	Alex Langlois
	Katherine Cathcart
	Karen Cobb
	Brett Hollinger
	Richard Schofield
	Thomas Sarnoski
	Dustin Strate

Teacher Assistant	Donald Markert
	Tara Hampton
	Jennifer Klock
Health Assistant	Kimberly Vereen
KG Transition Teacher	Lisa DeCosa
	Janine Jones
Teacher Assistant	Robin Tamulevicz
K-1 Transition Teacher	Laurie Hoover
Orientation Night	Shelly Miedona

Pelican Island

Teacher	Sandra Sarus
	Marlo Urbancyk
	Donna Wentz
	Cynthia Zans
	Jodie Snapp
	Gayle Sturgis
	Jeff Ferguson
	Kari Broomell

Teacher Assistant	Gabriel Hurst
	Alonzia J. Phillips
Health Assistant	Kim Chaples

KG Transition Teacher	Belinda Washington-Davis
	Donna Graham

Teacher Assistant	Ken Brown
	Erica Wilkison

K-1 Transition Teacher	Mike Gaudio
PreK-5 Teacher	JoAnn Walleshauser

<u>Vero Beach</u>	Orientation Night	Aleida Gamez
	Teacher	Diane Craner Kelli Mejia Natalie Webber Cari Berwick Lesley Clemenzi Leigh Anne Davis Emily Holly Tiffany Carlsen Jeff Trevisol Arthur Blanchet Teresa Baird Elaine Ragley Samantha Lecher
	Teacher Assistant	Mary Ann Kalin Amalia Pasten
	Health Assistant	Marisela Luna
	KG Transition Teacher	Dolores Shemo Margarett Kelly
	Teacher Assistant	Stacy Lucarelli Trudy Ward
	K-1 Transition Teacher	Tiffany Johnson
	Orientation Night	Julie Green

<u>High School Credit Recovery</u>	Teacher	Sheila Lampkin Charles Olsson Debbie Taflinger Michael Groody David Johnston
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<u>ESE Extended School Year</u>	Sebastian Elementary	Substitute Teacher	Anthony Smith
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<u>Pre-K-Kindergarten Transition Program – July Extension</u>	Health Assistant	Debbie Burley
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<u>Literacy in the Lagoon</u>	Substitute Teacher	Jamie Verola
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19. **Health Services Coordinator Assistant Job Description.**
This is a new job description for a position designed to assist with providing school-based health services. Some of these duties had

previously been performed by a Health Assistant 3. However, the Health Assistant 3 position has been vacated and upon review, the duties needed expansion, given the increasingly complex needs of our students and the need for supervisory support for school-based health providers. This new position will result in an increased cost of approximately \$5000, which will be included within the overall district budget. Superintendent recommends approval.

20. **Approval of Job Description for Paraprofessional Pre-K CDA Certified.**

This is a newly created job description for an existing position within the PreK program, for which no job description was previously on file. Superintendent recommends approval.

23. **Approval of the new Finance Department Job Descriptions.**

Approval is requested of the new Finance Department Job Descriptions. The Finance Department is proposing to undergo a restructuring of positions to change the reporting model, streamline operations and increase its service delivery efficiency to the District. The reorganized chart proposes to eliminate two Accounting Manager positions due to retirement, and creates a Director of Finance, Senior and Staff Accountant positions to be effective July 1, 2015. The new Professional/Technical positions will become indexed to a tiered salary structure based on a recent market analysis and are also contained within the recommended 2015/16 Salary Schedules. The new job descriptions for the positions are written in a generic fashion to allow the maximum flexibility in assigning duties to personnel. Superintendent recommends approval.

SCHOOL DISTRICT OF Indian River COUNTY

HEALTH SERVICES COORDINATOR, ASSISTANT

JOB DESCRIPTION

QUALIFICATIONS:

1. High school diploma or equivalent.
2. Valid Florida licensure as a Registered Nurse (RN), Bachelor's Degree from an accredited nursing school preferred.
3. Valid first aid certification.
4. Valid cardiopulmonary resuscitation (CPR) certification and Artificial Emergency Defibrillation (AED) certification.
5. Three (3) years successful experience in pediatric, public health, or school nursing preferred.
6. Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of school policies and public health nursing as it applies to public school system. Ability to develop and implement care plans for students with chronic health problems. Ability to provide training and in-services in a professional and competent manner. Ability to work independently and make decisions with minimum supervision. Ability to handle multiple tasks and to plan, organize and establish priorities related to assignments. Ability to use a computer and maintain a filing system. Ability to communicate orally and in writing in a professional and courteous manner. Ability to carry out job responsibilities and handle sensitive information in a confidential manner, comply with HIPPA regulations. Ability to work cooperatively with others.

REPORTS TO:

Health Services Coordinator

JOB GOAL

To participate in coordinating the health services program so that students experiencing health problems at school are attended to or referred for appropriate care and to implement and maintain procedures, records and reports in accordance with district policies.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Coordinate and attend health screenings programs in the elementary and middle schools (i.e. vision, hearing, BMI, and scoliosis).
- *(2) Assist the Health Services Coordinator with medication policy updates and conduct training for Health Assistants and school based staff in the administration of medication to students.

HEALTH SERVICES COORDINATOR, ASSISTANT (Continued)

- * (3) Collaborate with community health agencies concerning health issues and promote optimal communication between the family, school, healthcare providers and/or community agencies.
- * (4) Conduct training for Health Assistants, Health Assistant substitutes and school staff.
- * (5) Develop and monitor health care plans for medically fragile and medically complex children.
- * (6) Serve as a consultant, under the direction of the Health Services Coordinator, in the areas of maintenance of records, inputting health data, and health requirements for student enrollment, immunizations and other health related activities.
- * (7) Train Health Assistants in Medicaid billing.
- * (8) Provide guidance and support to Health Assistants ~~with questions~~ regarding daily routines and proper procedures in the health room.
- * (9) Assist the Health Services Coordinator in updating Health Services web site and shared documents and create new forms and documents as needed.
- * (10) Conduct school site visits to monitor and evaluate standards established for health rooms and health assistants and report these findings to the Health Services Coordinator.
- * (11) Attend the School Health Advisory Committee and participate in the development of the School Health Services Plan.
- * (12) Assist the Health Services Coordinator in compiling information for reports for State and local use.
- * (13) Participate in the Health Assistant and Health Assistant Substitute interview process.
- * (14) Assist the Health Services Coordinator in maintaining the Health Services Manual.
- * (15) Act as a substitute Health Assistant as need arises.
- * (16) Attend meetings concerning health problems with parents, students and staff as needed.

Employee Qualities/Responsibilities

- * (17) Provide comforting measures to students with minor illnesses.
- * (18) Develop and monitor health care plans for medically fragile and medically complex children.
- * (19) Meet and deal effectively with the general public, staff members, students, parents, administrators and other contact persons using tact and good judgment.
- * (20) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- * (21) Ensure adherence to good safety standards.
- * (22) Maintain confidentiality regarding school/workplace matters in accordance with HIPPA regulations.
- * (23) Model and maintain high ethical standards.
- * (24) Maintain expertise in assigned area to fulfill position goals and objectives.
- * (25) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

Inter/Intra-Agency Communication and Delivery

- * (26) Coordinate with health department school health staff, along with other health department staff members.
- * (27) Keep supervisor informed of potential problems or unusual events.
- * (28) Use effective, positive interpersonal communication skills.
- * (29) Respond to inquiries and concerns in a timely manner.
- * (30) Serve on school/district committees as required or appropriate.

HEALTH SERVICES COORDINATOR, ASSISTANT (Continued)

System Support

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

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects.

Job Description Supplement 04

TERMS OF EMPLOYMENT:

Professional Technical Pay Grade T1 196 day contract (10 months)

EVALUATION:

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

CHILD DEVELOPMENT ASSOCIATE – CDA

JOB DESCRIPTION

QUALIFICATIONS:

- (1) High School Diploma or equivalence
- (2) Child Development Associate Credential obtained through an accredited institution.
- (3) Two years successful experience in an early childhood program.
- (4) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of child growth and development and especially of characteristics of preschool students/children. Knowledge of appropriate activities for young children. Knowledge of prescribed curriculum including emergent and early literacy. Basic understanding and knowledge of current technology. Knowledge of learning styles. Ability to use varied teaching methods. Knowledge of current trends, research and best practices related to education. Knowledge of School Board policies and practices as they relate to teaching. Ability to handle problems, concerns and emotional distress with sensitivity and tact. Ability to communicate orally and in writing with students, parents, and others. Ability to plan, establish priorities and implement activities for maximum effectiveness. Ability to assess levels of student achievement effectively, analyze test results, and prescribe actions for improvement. Ability to maintain appropriate student supervision so that students have a safe and orderly environment in which to learn. Ability to work effectively with peers, administrators and others.

REPORTS TO:

Coordinator of School Readiness

JOB GOAL

To provide instructional and technical assistance to meet the specialized needs of prekindergarten students.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Planning/Preparation/Instruction

- *(1) Plan and implement district lesson plans.

CHILD DEVELOPMENT ASSOCIATE – CDA (Continued)

- * (2) Keep accurate records, reports, measures of student growth, collect student fees, as required by Florida Statutes, regulations, and school and district policies.
- * (3) Establish and maintain open communication with parents.
- * (4) Participate in staff development training and related in-service activities.
- * (5) Work with fellow teachers, assistants, parents, volunteers, administration, in planning for instruction.
- * (6) Establish and maintain a classroom atmosphere conducive to developmentally-appropriate learning practices.
- * (7) Maintain a positive, organized and safe learning environment.
- * (8) Implement local, state, and federal policies and procedures to support school level goals and regulations.
- * (9) Work closely with school, lead teacher, and program level support staff.
- * (10) Communicate curriculum and student-related information effectively in oral and written mode.
- * (11) Perform duties as assigned by the Coordinator of School Readiness.
- * (12) Establish and maintain effective and efficient record keeping procedures, including but not limited to, required individual student plans and reports.
- * (13) Use technology resources effectively.
- * (14) Act in a professional and ethical manner and adhere at all times to The Code of Ethics and Principles of Professional Conduct of the Education Profession in Florida.
- * (15) Demonstrate attention to punctuality and regular attendance.
- * (16) Prepare all required reports in an accurate and timely manner and maintain all appropriate records.
- * (17) Maintain confidentiality of student and other professional information.
- * (18) Exercise appropriate professional judgment.
- * (19) Support school improvement initiatives.
- * (20) Ensure that student growth and performance are continuous and appropriate for age group, subject area and/or student program classification.
- * (21) Perform other tasks consistent with the goals and objectives of this position
- * (22) Provide appropriate instructional modification for students with special needs, including exceptional education students and students who have limited English proficiency.

CHILD DEVELOPMENT ASSOCIATE – CDA (Continued)

- *(23) Ensure that student growth and performance are continuous and appropriate for age group, subject area and/or student program classification.
- *(21) Recognize overt indicators of student distress or abuse and take appropriate action based on school procedures and law.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

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

Job Description Supplement 03

TERMS OF EMPLOYMENT:

Support Personnel Pay Grade 9 196 days worked per year (10 months)

EVALUATION:

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

DIRECTOR OF FINANCE

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Master's degree in Business, Accounting or Finance from an accredited educational institution.
- (2) Major Course of study in Business Administration and/or Accounting and Finance.
- (3) CPA may be substituted for a Master's degree.
- (4) Minimum of three years of management experience with responsibilities related to the financial/business operations of a school district or comparable government experiences with operating budgets in excess of \$150 million annually.
- (5) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of state and federal laws and State Board of Education rules governing School Finance and FTE Funding. Knowledge of governmental accounting and financial reporting standards, government auditing standards, and Internal Revenue Codes. Knowledge and skill in the use of relevant software and hardware. Ability to manage several functions at one time. Ability to interpret complex financial data. Ability to communicate both orally and in writing.

REPORTS TO:

Assistant Superintendent for Finance / Operations

JOB GOAL

To ensure that all areas of responsibility are operated in an efficient and cost effective manner and that timely and accurate information is available for use by the district and that the district's assets are maximized and safeguarded.

SUPERVISES:

Assigned Personnel

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- * (1) Direct the accounting for receipts and expenditures of district funds and ensure that appropriate ledgers are maintained in conformity with generally accepted accounting principles.
- * (2) Direct the preparation of annual financial, CAFR, cost and other reports.
- * (3) Prepare applications for short-term borrowing.
- * (4) Establish and monitor procedures which ensure timely and accurate reconciliation of bank accounts, payment of payrolls and properly documented invoices and vouchers taking advantage of allowable discounts.
- * (5) Monitor and report on budget performance in schools and district departments.
- * (6) Approve all journal entries and disbursement vouchers.
- * (7) Prepare monthly cash flow projections and make appropriate recommendations to ensure the availability of funds to pay current obligations.
- * (8) Prepare requests for disbursement of state and federal funds.

DIRECTOR OF FINANCE (Continued)

- * (9) Prepare budget amendments for School Board action.
- * (10) Monitor the administration of contracts.
- * (11) Assist with the maintenance of personal property records.

Inter/Intra-Agency Communication and Delivery

- * (12) Coordinate the accounting and payroll activities with data processing and other departments.
- * (13) Provide technical assistance and training to schools and departments on the financial software System, Budgeting process, and other functional areas as necessary.
- * (14) Interact with outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities and to elicit support and assistance.
- * (15) Respond to inquiries and concerns in a timely manner.
- * (16) Keep supervisor well informed of areas of responsibility and of potential problems or unusual events.
- * (17) Serve on district, state or community councils or committees as assigned or appropriate.
- * (18) Assist in the interpretation of philosophy and policies of the district to staff and the community.
- * (19) Work closely with district and school staffs to support school improvement initiatives and processes.

Professional Growth and Improvement

- * (20) Provide appropriate staff development opportunities for assigned personnel.
- * (21) Maintain a network of peer contacts through professional organizations.
- * (22) Maintain working knowledge of current law, regulations and standards related to financial accounting and reporting.
- * (23) Attend training sessions, conferences and workshops as assigned to keep abreast of current practices and legal issues.

Systemic Functions

- * (24) Prepare special reports and studies as needed.
- * (25) Assist in the development of administrative guidelines and procedures.
- * (26) Represent the district in a positive and professional manner.
- * (27) Provide financial information for and participate in the interested based bargaining process.
- * (28) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.
- * (29) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- * (30) Develop annual goals and objectives consistent with and in support of district goals and priorities.
- * (31) Must be available/present during all emergency situations.

Leadership and Strategic Orientation

- * (32) Provide leadership and direction for assigned areas of responsibility.
- * (33) Provide leadership and guidance in the development of annual goals and objectives for assigned department or program.
- * (34) Assist in implementing the district's goals and strategic commitment.
- * (35) Exercise proactive leadership in promoting the vision and mission of the district.
- * (36) Utilize appropriate strategies and problem-solving tools to make decisions regarding, planning, utilization of funds, delivery of services and evaluation of services provided.
- * (37) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
- * (38) Use appropriate styles and methods to motivate, gain commitment and facilitate task

DIRECTOR OF FINANCE (Continued)

accomplishment.

Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

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

TERMS OF EMPLOYMENT:

Administrative Grade VII

250 day contract (12 Months)

EVALUATION:

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

SENIOR ACCOUNTANT

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Bachelor of Science Degree in Accounting or Business and three years accounting or auditing experience, preferably governmental; OR AA Degree and equivalent combination of training and experience
- (2) Certified Public Accountant preferred.
- (3) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Thorough knowledge of the principles, methods and practices of accounting. Considerable knowledge of modern business management practices and accounting systems. Knowledge of federal and state laws and regulations and School Board policies as they pertain to job responsibilities. Ability to maintain effective relationships with co-workers. Knowledge of computer technology including the use of accounting software, word processing and spreadsheets. Ability to communicate orally and in writing. Knowledge of the Florida Financial Program Cost Accounting and Reporting Manual. Ability to deal effectively and courteously with a variety of people. Ability to plan, organize, prioritize and analyze.

REPORTS TO:

Director of Finance

JOB GOAL

To provide accurate financial information for the district in compliance with generally accepted accounting principals and auditing standards.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Assist in preparation of district budgets, annual financial, CAFR and other reports.
- *(2) Assist in monitoring daily cash balances and associated internal controls.
- *(3) Assist internal and external auditors during the performance of their audits.
- *(4) Oversee all activity of assigned funds.
- *(5) Reconcile accounts in the general ledger.
- *(6) Coordinate closing each month with various personnel and departments.
- *(7) Prepare budget expenditure and revenue reports for all funds as needed.
- *(8) Act as liaison with local bank and commercial representative on banking issues.
- *(9) Approve and post budget transfers generated at schools and facilities for assigned funds.
- *(10) Prepare formal budget amendments for School Board approval.
- *(11) Coordinate budget and accounting procedures.

SENIOR ACCOUNTANT (Continued)

- *(12) Demonstrate initiative in the performance of assigned responsibilities.

Employee Qualities/Responsibilities

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

Inter/Intra-Agency Communication and Delivery

- *(20) Work with district staff to promote effective and efficient control in managing the budget allocations.
- *(21) Provide data to auditors used for compiling year end audit.
- *(22) Assist with the training of school and department personnel as needed.
- *(23) Assist the Information Services Department to coordinate the installation and maintenance of accounting systems and selected software.
- *(24) Provide technical assistance to employees in schools/departments.
- *(25) Advise district staff members on accounting policies and interpret/apply the policies to the various assigned financial functions.
- *(26) Exercise service orientation when working with others.
- *(27) Keep supervisor informed of potential problems or unusual events.
- *(28) Use effective, positive interpersonal communication skills.
- *(29) Respond to inquiries and concerns in a timely manner.
- *(30) Serve on department/district committees as required or appropriate.

System Support

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

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

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

Job Description Supplement 05

TERMS OF EMPLOYMENT:

Professional Technical

250 days worked per year (12 months)

SENIOR ACCOUNTANT (Continued)

Salary and benefits shall be paid consistent with the district's approved compensation plan.

EVALUATION:

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

STAFF ACCOUNTANT

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Bachelor of Science Degree in Accounting or Business and two years accounting or auditing experience, preferably governmental
- (2) Certified Public Accountant preferred.
- (3) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Thorough knowledge of the principles, methods and practices of accounting. Considerable knowledge of modern business management practices and accounting systems. Knowledge of federal and state laws and regulations and School Board policies as they pertain to job responsibilities. Ability to maintain effective relationships with co-workers. Knowledge of computer technology including the use of accounting software, word processing and spreadsheets. Ability to communicate orally and in writing. Knowledge of the Florida Financial Program Cost Accounting and Reporting Manual. Ability to deal effectively and courteously with a variety of people. Ability to plan, organize, prioritize and analyze.

REPORTS TO:

Director of Finance

JOB GOAL

To assist the Finance Department in routine accounting functions, report preparation and special studies in compliance with all applicable laws, rules and regulations.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Assist in preparation of district budgets, annual financial, CAFR and other reports.
- *(2) Maintain accurate accounting in accordance with GAAP and GASB, state and federal mandates and school board policies
- *(3) Perform lead role for accounting reconciliations, bank reconciliations, investment reporting, payroll processing and other accounting requirements of the District.
- *(4) Perform lead role in monitoring daily cash balances and associated internal controls.
- *(5) Assist internal and external auditors during the performance of their audits.
- *(6) Assist supervisor in all aspects of governmental reporting requirements.
- *(7) Reconcile accounts in the general ledger.
- *(8) Perform closing each month with various personnel and departments.
- *(9) Prepare budget expenditure and revenue reports for all funds as needed.

STAFF ACCOUNTANT (Continued)

- *(10) Maintain first-line contract with local bank and commercial representative on banking issues.
- *(11) Review budget transfers generated at schools and facilities for assigned funds.
- *(12) Prepare formal budget amendments for School Board approval.
- *(13) Recommend and maintain budget and accounting procedures.
- *(14) Demonstrate initiative in the performance of assigned responsibilities.

Employee Qualities/Responsibilities

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

Inter/Intra-Agency Communication and Delivery

- *(22) Work with district staff to promote effective and efficient control in managing the budget allocations.
- *(23) Provide data to auditors used for compiling year end audit.
- *(24) Assist with the training of school and department personnel as needed.
- *(25) Assist the Information Services Department to coordinate the installation and maintenance of accounting systems and selected software.
- *(26) Provide technical assistance to employees in schools/departments.
- *(27) Advise district staff members on accounting policies and interpret/apply the policies to the various assigned financial functions.
- *(28) Exercise service orientation when working with others.
- *(29) Keep supervisor informed of potential problems or unusual events.
- *(30) Use effective, positive interpersonal communication skills.
- *(31) Respond to inquiries and concerns in a timely manner.
- *(32) Serve on department/district committees as required or appropriate.

System Support

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

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

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

STAFF ACCOUNTANT (Continued)

Job Description Supplement 05

TERMS OF EMPLOYMENT:

Professional Technical 250 days worked per year (12 months)

Salary and benefits shall be paid consistent with the district's approved compensation plan

EVALUATION:

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

School District of Indian River County
2015-2016 Instructional Calendar
Board Approved 3/10/15
Revised 4/13/15
Revised 6/23/15

Day of Week	Date	Event Description
Monday	08/17/2015	Teachers Report; Workday
Tuesday	08/18/2015	Teacher ½ Workday; ½ In-Service Day
Wednesday	08/19/2015	Teacher ½ Workday; ½ In-Service Day
Thursday	08/20/2015	Teacher In-Service Day Workday; Student Orientation
Friday	08/21/2015	Teacher Workday; Student Orientation
Monday	08/24/2015	First Day of School for Students
Wednesday	08/26/2015	Modified Instructional Day; Early Release for Students
Monday	09/07/2015	Labor Day; No School; Non-Paid Holiday for Teachers
Monday	09/14/2015	No School; Non-paid day for Teachers
Wednesday	09/23/2015	Modified Instructional Day; Early Release for Students
Wednesday	10/21/2015	Modified Instructional Day; Early Release for Students
Tuesday	10/27/2015	End of First Nine Weeks
Monday	11/09/2015	Report Cards Distributed
Monday	11/16/2015	Conferences, 4.50 hours between 11/16/15 and 11/18/15
Wednesday	11/18/2015	Modified Instructional Day; Early Release for Students
Thursday	11/19/2015	Conference Night, District-Wide – 3 hour minimum
Monday	11/23/2015	No School; Emergency Day
Tuesday	11/24/2015	Teachers off due to Conferences; No School for Students
Wednesday	11/25/2015	No School for Teachers and Students - Thanksgiving Break 11/25/15-11/27/15
Thursday	11/26/2015	Thanksgiving; No School; Paid Holiday for Teachers
Friday	11/27/2015	No School; Paid Holiday for Teachers
Monday	11/30/2015	Students and Teachers Return from Thanksgiving Break
Wednesday	12/09/2015	Modified Instructional Day; Early Release for Students
Friday	12/18/2015	Last Day before Winter Break
Monday	12/21/2015	No School; Winter Break Begins; 12/21/2015-1/01/2016
Monday	1/04/2016	Students and Teachers Return from Winter Break
Wednesday	1/13/2016	Final Exams; Early Release for Students
Thursday	1/14/2016	Final Exams; Early Release for Students
Friday	1/15/2016	Final Exams; Early Release for Students; End of 1 st Semester
Monday	1/18/2016	Dr. Martin Luther King, Jr. Day; No School; Non-paid Holiday
Tuesday	1/19/2016	½ Teacher Workday; ½ Teacher In-Service Day; No School for Students
Wednesday	1/20/2016	Second Semester Begins; Modified Instructional Day; Early Release for Students
Monday	2/01/2016	Report Cards Distributed
Thursday	2/04/2016	Conferences, 4.50 hours between 2/04/16 and 2/10/2016
Thursday	2/11/2016	Conference Night; District wide, 3 hour minimum
Monday	2/15/2016	Presidents' Day; No School; Paid Holiday for Teachers due to Conferences
Wednesday	2/17/2016	Modified Instructional Day; Early Release for Students
Wednesday	3/09/2016	Modified Instructional Day; Early Release for Students
Friday	3/18/2016	Last Day Before Spring Break
Monday	3/21/2016	No School; Spring Break Begins; 3/21/16-3/25/16; 2 Paid Holidays for Teachers
Tuesday	3/29/2016	End 3 rd Nine Weeks
Thursday	4/14/2016	Report Cards Distributed
Wednesday	4/20/2016	Modified Instructional Day; Early Release for Students
Wednesday	5/18/2016	Modified Instructional Day; Early Release for Students
Monday	5/30/2016	No School; Memorial Day Observed; Paid Holiday for Teachers
Thursday	6/02/2016	Final Exams; Early Release for Students

Friday	6/03/2016	Final Exams; Early Release for Students; Graduation VBHS
Saturday	6/04/2016	Graduation SRHS
Monday	6/06/2016	Final Exams; Early Release for Students; Last Day of School for Students
Tuesday	6/07/2016	Teacher Workday or Emergency Day if needed
Wednesday	6/08/2016	Teacher Workday – Last Day for Teachers or Emergency Day if needed
Friday	6/10/2016	Graduation VBHS
Saturday	6/11/2016	Graduation SRHS
Monday	6/20/2016	Report Cards Distributed

*If one or two of the Emergency Days on 6/07/2016 and 6/08/2016 are used, the Teacher Workdays will be moved to the next available date(s).

SURPLUS PROPERTY RECORDS RCY
EQUIPMENT TO RECYCLE - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT			ACQ				ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
			ORIG VAL	ACCUM DEPR	CURR VAL	GL	FUND	SERIAL							
00071491	VIDEO PRODUCTIO	KNOX VIDEO ROUT	1,119.20	1,119.20	.00	1340	530	019172		12/04/1997	91898	9999	WS	RCY2	TV
00071677	PROJECTOR,MOTIO	BUBBLE TUBE	1,379.00	1,379.00	.00	1340	530	0000000000000		04/23/1998	97340	9999	00	RCY2	00
00075196	HP DESIGNJET 24	P/N:C6082	2,258.00	2,258.00	.00	1383	500	SG0871102C		10/23/2000	00104054	9999	00	RCY2	
00075612	ELMO VISUAL	PRESENTER	2,036.60	2,036.60	.00	1383	530	216588		01/08/2001	00106369	9999	00	RCY2	
00077092	APPLE IBOOK	500MHZ KAREN	1,431.00	1,431.00	.00	1383	542	UV14204VLLK		11/19/2001	00204385	9999	00	RCY2	ES
00077095	APPLE IBOOK	500MHZ (JENN)	1,431.00	1,431.00	.00	1383	542	UV14204SLLK		11/19/2001	00204385	9999	00	RCY2	ES
00077547	APPLE IBOOK	500 MHZ	1,000.00	1,000.00	.00	1383	530	UV202075LPV		02/19/2002	00206669	9999	00	RCY2	
00077548	APPLE IBOOK	500 MHZ	1,000.00	1,000.00	.00	1383	530	UV20207DLPV		02/19/2002	00206669	9999	00	RCY2	
00077549	APPLE IBOOK	500 MHZ	1,000.00	1,000.00	.00	1383	530	UV20206KLPV		02/19/2002	00206669	9999	00	RCY2	
00077551	APPLE IBOOK	500 MHZ	1,000.00	1,000.00	.00	1383	530	UV20206GLPV		02/19/2002	00206669	9999	00	RCY2	
00077553	APPLE IBOOK	500 MHZ	1,000.00	1,000.00	.00	1383	530	UV20204FLPV		02/19/2002	00206669	9999	00	RCY2	
00077554	APPLE IBOOK	500 MHZ	1,000.00	1,000.00	.00	1383	530	UV20206VLPV		02/19/2002	00206669	9999	00	RCY2	
00077555	APPLE IBOOK	500 MHZ	1,000.00	1,000.00	.00	1383	530	UV20201HLPV		02/19/2002	00206669	9999	00	RCY2	
00077559	APPLE IBOOK	500 MHZ	1,000.00	1,000.00	.00	1383	530	UV20203WLPV		02/19/2002	00206669	9999	00	RCY2	
00077561	APPLE IBOOK (AN	500 MHZ	1,000.00	1,000.00	.00	1383	530	UV202040LPV		02/19/2002	00206669	9999	00	RCY2	
00077563	APPLE IBOOK	500 MHZ	1,000.00	1,000.00	.00	1383	530	UV202062LPV		02/19/2002	00206669	9999	00	RCY2	
00077598	APPLE IBOOK	600MHZ	1,400.00	1,400.00	.00	1383	530	UV1514RELLL		02/19/2002	00206669	9999	00	RCY2	
00077663	APPLE IMAC G4	800MHZ TFT	2,102.00	2,102.00	.00	1383	530	QT20705XMDL		02/25/2002	00206757	9999	00	RCY2	
00077811	APPLE IBOOK	500MHZ	1,167.00	1,167.00	.00	1383	530	UV206071MHL		03/18/2002	00207826	9999	00	RCY2	
00077817	APPLE IBOOK	500MHZ	1,167.00	1,167.00	.00	1383	530	UV20608MHL		03/18/2002	00207826	9999	00	RCY2	
00077824	APPLE IBOOK	500MHZ,CD-ROM,E	1,190.00	1,190.00	.00	1383	530	UV20901ALLK		03/18/2002	00208150	9999	00	RCY2	
00077831	DELL POWEREDGE	2500,1.26GHZ (5,627.00	5,627.00	.00	1383	530	H7RK811		03/18/2002	00207810	9999	00	RCY2	
00077933	APPLE IMAC G4	700MHZ TFT	1,199.00	1,199.00	.00	1383	530	QT2131BVMAY		04/15/2002	00208295	9999	00	RCY2	
00079105	APPLE IMAC 700M	G4,15"LCD,ETC.	1,399.00	1,399.00	.00	1383	530	W823516UL3V		11/18/2002	00304940	9999	00	RCY2	
00079107	APPLE IMAC 700M	G4,15"LCD,ETC.	1,399.00	1,399.00	.00	1383	530	W8235192L3V		11/18/2002	00304940	9999	00	RCY2	
00079699	DELL POWERVAULT	SDLT 320 BACKUP	3,135.00	3,135.00	.00	1383	530	BDM2Y11		05/23/2003	00307389	9999	00	RCY2	
00080544	I-MAC 1GHZ W/15	COMB DIVE 512MB	1,289.00	1,289.00	.00	1383	530	QP34302LPVJ		11/07/2003	00405438	9999	00	RCY2	
00080616	I-MACK GHZ W/15	DRIVE PART 065-	1,289.00	1,289.00	.00	1383	530	QP34700YVPVJ		12/08/2003	00406332	9999	00	RCY2	
00080617	I-MACK 1 GHZ W/	COMBO DRIVE PAR	1,289.00	1,289.00	.00	1383	530	QP34601VPVJ		12/08/2003	00406332	9999	00	RCY2	
00080619	I-MACK 1GHZ W/1	COMBO DRIVE PAR	1,289.00	1,289.00	.00	1383	530	QP34700DPVJ		12/08/2003	00406332	9999	00	RCY2	
00081630	POWEREDGE 1600S		3,317.49	3,317.49	.00	1383	530	DD98Y51		11/30/2004	00504688	9999	00	RCY2	
00082014	EARLY CHILDHOOD	17"TOUCH N PLAY	2,857.00	2,857.00	.00	1383	542	05-364-3		04/11/2005	00507787	9999	00	RCY2	ES
00082095	OPTIPLEX GX280	530/3.00GHZ 1M	1,224.88	1,224.88	.00	1383	530	6VT4L71		06/09/2005	00511199	9999	00	RCY2	00
00082274	DVD+COPY MASTER	COPY MASTER DUA	1,595.00	1,595.00	.00	1340	530	47020305		06/16/2005	00508883	9999	00	RCY2	BD
00082472	DVD MACROSYSTEM	AVIO DV DVD PL	1,759.12	1,759.12	.00	1340	530	297515-0		01/31/2006	00605949	9999	00	RCY2	TV
00082475	DIGITAL VIDEO M	NICS	3,148.00	3,148.00	.00	1340	530	061283		03/06/2006	00605948	9999	00	RCY2	TV
00082478	DUAL VCR MINI D		1,048.00	1,048.00	.00	1340	530	150H0363		03/06/2006	00605948	9999	00	RCY2	TV
00082479	DUAL VCR MINI D		1,048.00	1,048.00	.00	1340	530	150H0351		03/06/2006	00605948	9999	00	RCY2	TV
00082480	DUAL VCR MINI D		1,048.00	1,048.00	.00	1340	530	150H0362		03/06/2006	00605948	9999	00	RCY2	TV
00082702	DELL LATTITUDE	40 GB 512 MB TE	1,220.00	1,220.00	.00	1383	530	4M7TT91		06/22/2006	00606515	9999	00	RCY2	
00082767	AV RACKS 3U VEN	SHELF HEAVY DUT	2,000.00	2,000.00	.00	1340	530	2 AV RACKS N/A		12/15/2005	00606147	9999	00	RCY2	TV
00082768	THE ULTIMATE PA	AUDIO ENHANCEME	1,620.00	1,620.00	.00	1340	530			03/06/2006	00606147	9999	00	RCY2	TV
00083072	LATITUDE D620 W	DELL LAPTOP	1,813.00	1,813.00	.00	1383	530	5GG7DB1		09/11/2006	00700813	9999	00	RCY2	
00083349	ESQ MOTION LE16	SLATE TABLET PC	2,572.00	2,572.00	.00	1383	530	00181970-LE1600		09/18/2006	00701423	9999	00	RCY2	
00083372	TEACHER LAPTOP	LATITUDE D510 P	1,134.00	1,134.00	.00	1383	542	GMH1NB1		09/18/2006	00701972	9999	00	RCY2	T1
00083440	24 UNIT NOTEBOO	DELL LAPTOPS	1,349.00	1,349.00	.00	1383	530			09/29/2006	00700813	9999	00	RCY2	
00084082	HP LAPTOP INTEG	LESS W/KEYBOARD	1,557.00	1,557.00	.00	1383	542	CNU7192HYH		05/31/2007	00709879	9999	00	RCY2	
00084301	DOCUMENT CAMERA	MODEL W/ SPEAKE	1,192.00	1,192.00	.00	1340	530	70U00MC7020162		06/21/2007	00706688	9999	JS	RCY2	
00084375	TOSHIBA TLP-XC2	DOCUMENT/CAMERA	.00	.00	.00	1340	500	20736072		07/31/2007	00801072	9999	00	RCY2	

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

ASSET SUMMARY
 SURPLUS PROPERTY RECORDS RCY
 EQUIPMENT TO RECYCLE - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT		CURRE VAL	GL	FUND	SERIAL	ACQ	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
			ORIG VAL	ACCUM DEPR											
00084375	TOSHIBA TLP-XC2	DOCUMENT/CAMERA	1,395.99	1,395.99	.00	1340	530	20736072		07/31/2007	008				
00084487	ADMIN LAPTOPS:	HP 8510 T7500	1,320.00	1,320.00	.00	1383	530	CNU739042T		10/22/2007	00803906	9999	00	RCY2	AC
00084571	ABA 1GB 80GB DV	LAPTOP BLUETOOT	.00 *	.00	.00	1383	500	CNN7463JR4		05/31/2008	00805893	9999	00	RCY2	T1
00084571	ABA 1GB 80GB DV	LAPTOP BLUETOOT	1,603.00	1,603.00	.00	1383	530	CNN7463JR4		05/31/2008	00805893	9999	00	RCY2	T1
00085032	HP TABLET W/OUT	NOTEBOOK *	1,635.00	1,635.00	.00	1383	542	2CE820224WT		06/30/2008	00810786	9999	00	RCY2	
00086397	BRETFORD POWERS	HOLDS I-PODS RE	1,084.33	645.44	438.89	1383	542	A3900094		05/11/2010	01005409	9999	00	RCY2	
TOTAL		55 RECORDS	83,136.61	82,697.72	438.89										

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

SURPLUS PROPERTY RECORDS ACT
AUCTION ITEMS - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT		CURRE VAL	GL	FUND	SERIAL	ACQ	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
			ORIG VAL	ACCUM DEPR											
00058760	REFRIDGERATOR	TRAULSEN-CAFE	1,654.00	1,654.00	.00	1340	530	2166746H		06/23/1987	73475	9999	00	ACT2	FS
00066110	STEAM KETTLE	VULCAN STEAM KE	4,960.00	4,960.00	.00	1340	530	27-1007993		01/14/1994	20166	9999	00	ACT2	FS
00066143	MILK BOX	SHELLYGLAS MILK	2,049.00	2,049.00	.00	1340	530	60802601M		11/15/1993	31819	9999	00	ACT2	FS
00067759	BLEACHERS	PORTABLE BLEACH	2,455.10	2,393.73	61.37	1340	530	BASEBALL FLD		01/23/1995	59005	9999	00	ACT2	00
00067760	BLEACHERS	PORTABLE BLEACH	2,455.10	2,393.73	61.37	1340	530	BASEBALL FLD		01/23/1995	59005	9999	00	ACT2	00
00068373	COUNTER	SHELLY COLD PAN	4,480.00	4,480.00	.00	1340	541	MKV6440737		06/30/1995		9999	00	ACT2	FS
00069114	FLOOR POLISHER	HIGH SPEED FLOO	1,571.60	1,571.60	.00	1340	530	B8399		02/15/1996	70078	9999	00	ACT2	00
00070482	BURNISHER	HIGHSPEED FLOOR	1,221.60	1,221.60	.00	1340	530	D8134		11/25/1996	82538	9999	00	ACT2	00
00070778	POWERFLTE COLDW	EXTRACTOR, CARP	1,319.20	1,319.20	.00	1340	530	C7665		03/27/1997	85382	9999	00	ACT2	00
00075190	BLODGET CONVEC	ZEPHAIRE E	3,840.00	3,840.00	.00	1340	541	092600ZA036T=TO		10/31/2000	00103686	9999	00	ACT2	FS
00080333	CRESCOR 18 MODE	FOOD SERV/HOLDI	2,333.00	2,333.00	.00	1340	541	1ADJ423821258		10/31/2003	00402268	9999	00	ACT2	FS
00080693	CRESCOR 18 MODE	PROOFING CABINE	2,333.00	2,333.00	.00	1340	541	LAD-J48690-1464		01/12/2004	00407296	9999	00	ACT2	FS
00086340	TEK-465 15" SCR	POS TOUCH COMPU	1,237.00	1,092.69	144.31	1383	541	J701526013		02/26/2010	01002756	9999	00	ACT2	FS
00086396	BRETFORD POWERS	HOLDS I-PODS RE	1,084.32	645.43	438.89	1383	542	A3900006		05/11/2010	01005409	9999	00	ACT2	
00086744	ELO 17B2 COMPUT	ALL IN ONE TOUC	1,090.06	508.70	581.36	1383	541	A12Q000170		03/09/2012	01203973	9999	00	ACT2	FS
00086746	ELO 17B2 COMPUT	ALL IN ONE TOUC	1,090.06	508.70	581.36	1383	541	A12Q000157		03/09/2012	01203973	9999	00	ACT2	FS
00086960	DELFIELD REFRIG	COLD PAN COUNT	.00 *	1,623.87	1,623.87	1340	542	1212150000813		02/15/2013	01303183	9999	00	ACT2	FS
00086960	DELFIELD REFRIG	COLD PAN COUNT	8,023.84	.00	8,023.84	1340	541	1212150000813		02/15/2013	01303183	9999	00	ACT2	FS
TOTAL			43,196.88	34,928.25	8,268.63										

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

PROPERTY RECORDS									
INVENTORY RECONCILIATION FY2014/2015									
INDIAN RIVER ACADEMY									
*DELETIONS-PENDING BOARD APPROVAL									
PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
82093	POWERSUPPLY	TRIPP LITE SMART ONLINE UPS	9408ALCPS482100023	SCRAPPED WHEN BEYOND REPAIR	06/09/05	\$13,106.67	\$0.00	530	1383
82592	COMPUTER UNIT	ADMIN DESKTOP PENTIUM 4 1GB	D9KVJ91	MISSING CASE# 15-000083	03/21/06	\$1,165.00	\$0.00	530	1383
83598	COMPUTER UNIT	HP STUDENT LAPTOP	CND634OTNS	MISSING CASE# 15-000083	11/20/06	\$1,140.00	\$0.00	530	1383
					TOTAL	\$15,411.67	\$0.00	3	COUNT
					TOTAL ACQUISITION COST	\$15,411.67			
					TOTAL CURRENT VALUE		\$0.00		
					TOTAL COUNT			3	

PROPERTY RECORDS									
INVENTORY RECONCILIATION FY2014/2015									
TREASURE COAST ELEMENTARY									
*DELETIONS-PENDING BOARD APPROVAL									
PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
78553	SMARTBOARD 72"	SMARTBOARD 72" W/ SOFTWARE	SB580-60723	MISSING CASE# 15-000072	09/23/02	\$1,499.00	\$0.00	530	1383
81611	PROJECTOR	DELL 320MP	HPQX751	MISSING CASE# 15-000072	11/08/04	\$1,539.00	\$0.00	542	1383
TOTAL						\$3,038.00	\$0.00	2	COUNT
TOTAL ACQUISITION COST						\$3,038.00			
TOTAL CURRENT VALUE							\$0.00		
TOTAL COUNT								2	

**PROPERTY RECORDS
INVENTORY RECONCILIATION FY2014/2015
VERO BEACH HIGH SCHOOL**

*DELETIONS-PENDING BOARD APPROVAL										
PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-	
83886	GOLF CART	2002 WHITE YAMAHA ELECTRIC	JRI-605547	TRADE IN ON PO 01500338	03/12/07	\$2,599.00	\$216.58	530	1340	
77519	COMPUTER UNIT	DELL OPTIPLEX GX240	9ZWZ511	MISSING CASE # 2015-00071743	01/31/02	\$1,050.00	\$0.00	530	1383	
79393	SHREDDER	FELLOWES POWERSHRED	PS420	MISSING CASE # 2015-00071743	02/24/03	\$1,071.85	\$0.00	500	1340	
80046	ICE MACHINE	MANITOWOC W/BIN	QD0602A-26	MISSING CASE # 2015-00071743	10/31/03	\$1,761.29	\$0.00	500	1340	
80519	PROJECTOR	COMPUTER PROJECTION SYSTEM	99J3577B22134200087H	MISSING CASE # 2015-00071743	11/17/03	\$2,189.00	\$0.00	530	1340	
80526	PROJECTOR	COMPUTER PROJECTION SYSTEM	99J3577B2134200065H	MISSING CASE # 2015-00071743	11/17/03	\$2,189.00	\$0.00	530	1340	
85900	PROJECTOR	BENQ PROJECTOR 4000	PDD3800172031	MISSING CASE # 2015-00071743	06/01/09	\$1,269.00	\$0.00	500	1340	
					TOTAL	\$12,129.14	\$216.58	7	COUNT	
					TOTAL ACQUISITION COST	\$12,129.14				
					TOTAL CURRENT VALUE		\$216.58			
					TOTAL COUNT			7		

PROPERTY RECORDS
INVENTORY RECONCILIATION FY2014/2015
INFORMATION TECHNOLOGY

***DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
81403	SOFTWARE	OMR SCANNABLE FORM DESIGN	N/A	OBSOLETE SCANTRON SOFTWARE	05/10/04	\$1,880.20	\$0.00	500	1382
81404	SOFTWARE	OMR SCANNABLE FORM DESIGN	N/A	OBSOLETE SCANTRON SOFTWARE	05/10/04	\$1,355.40	\$0.00	500	1382
84618	SERVER	SAN SERVER HP PROLIANT DL320S	N/A	RECYCLED W/TH ELECTRONICS 12/2014	01/22/08	\$25,279.00	\$1,805.64	530	1383
84619	SERVER	SAN SERVER HP PROLIANT DL320S	N/A	RECYCLED WITH ELECTRONICS 12/2014	01/22/08	\$25,279.00	\$1,805.64	530	1383
84666	SOFTWARE	CLIENT MNGMT SUITE L INVENTORY	ALTIRIS	OBSOLETE HELPDESK SOFTWARE	11/19/07	\$16,824.00	\$0.00	500	1382
86437	COMPUTER UNIT	CISCO IRONPORT S360 CONTENT FILTE	SPAM FILTER	RECYCLED WITH ELECTRONICS 12/2014	06/24/10	\$108,637.14	\$19,916.81	530	1383
					TOTAL	\$179,254.74	\$23,528.09	6	COUNT
					TOTAL ACQUISITION COST	\$179,254.74			
					TOTAL CURRENT VALUE		\$23,528.09		
					TOTAL COUNT			6	

PROPERTY RECORDS
INVENTORY RECONCILIATION FY2014/2015
STUDENT SERVICES

***DELETIONS-PENDING BOARD APPROVAL**

PR #	ITEM	DESCRIPTION	SERIAL #	REASON	ACQUIS. DATE	AQUIS. COST	CURRENT VALUE	FUND	-GL-
75550	PROJECTOR	PHILLIPS HOPPER SVGA	444020476	MISSING CASE # 2015-86135	12/12/00	\$2,405.99	\$0.00	530	1383
83373	COMPUTER UNIT	DELL LATITIDUE D510 LAPTOP	8QH1NB1	MISSING CASE # 2015-86135	09/29/06	\$1,134.00	\$0.00	542	1383
					TOTAL	\$3,539.99	\$0.00	2	COUNT
						TOTAL ACQUISITION COST	\$3,539.99		
						TOTAL CURRENT VALUE	\$0.00		
						TOTAL COUNT		2	

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**COLLABORATIVE AGREEMENT
THE SCHOOL BOARD OF INDIAN RIVER COUNTY
AND
ECONOMIC OPPORTUNITY COUNCIL/HEAD START OF INDIAN RIVER COUNTY**

The School Board of Indian River County, hereinafter referred to as the "Board" and the Economic Opportunity Council of Indian River and Okeechobee Counties Head Start, hereinafter referred to as "EOC-IROCHS", this 23th day of June, 2015, enter into this collaborative agreement to provide services to children with disabilities, ages three through five, enrolled in Centers located in Indian River County.

WHEREAS, under the Part B, of the Individuals with Disabilities Education Act (P.L. 102-119, Amendment 105-17), schools are responsible for providing appropriate assessments for Exceptional Student Education eligibility, for children three to five years of age, who are suspected of having qualifying disabilities, and determining their eligibility for special programs; and

WHEREAS, under the Equal Opportunity Act of 1965 (P.L. 92-424), Head Start programs were mandated to set aside 10% of their enrollment for children with disabilities and EOC-IROCHS actively recruits, enrolls and serves children with disabilities; and

WHEREAS, the BOARD and EOC-IROCHS both desire to establish and implement educational programs for children with disabilities ages three to five; and

WHEREAS, both parties wish to comply with all established laws, rules and regulations for such Exceptional Student Education programs;

NOW THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

1. The BOARD agrees to:
 - a. Ensure that students served in the EOC-IROCHS student education program are properly referred by EOC-IROCHS staff for evaluation, eligibility and recommendation for placement by BOARD'S Procedures of the Exceptional Student Education Department.
 - 1.) Provide or assist with appropriate screenings.
 - 2.) Provide certified/licensed psychologists and other specialists to evaluate those children suspected of having disabilities, within a reasonable amount time based on receipt of referral and parent consent, receipt of pertinent student information, and amount of referrals presently being considered. If a comprehensive multi-disciplinary evaluation cannot be scheduled within 60 calendar days after the date of signed consent for evaluation, EOC-IROCHS will be notified in writing no later than thirty

(30) working days after referral so that alternative arrangements can be made for the evaluation EOC-IROCHS may make alternative arrangements for the evaluation.

- 3.) Provide for the use of valid tests and evaluation materials, administered and interpreted by trained personnel, in conformance with established instructions. For children not proficient in the English language, the evaluation procedures shall provide for use of the language or other mode of communication commonly used by the child.
 - 4.) Notification of staffing will be sent to EOC-IROCHS staff/parents and appropriate board personnel approximately ten (10) days prior to the staffing date.
- b. Provide Multi-Disciplinary Staffing Committee, consisting of a minimum of three (3) professional personnel, including appropriate EOC-IROCHS staff, to review diagnostic, evaluation, educational and social data and determine eligibility/ineligibility of those children for special programs. If eligibility is established, an Individual Education Plan or Individual Family Services Plan will be developed by the Committee for implementation. Appropriate documentation will be provided to Head Start.
 - c. Ensure parental involvement in the development and implementation of individualized educational plans (IEP) and family support plans.
 - d. Provide resources to parents related to the implementation of the Individuals with Disabilities Education Act (IDEA) as it relates to prekindergarten children with disabilities.
 - e. Provide EOC-IROCHS personnel with reports every six weeks on each child being given direct service.
 - f. Provide in-service training to EOC-IROCHS staff and parents in the areas of appropriate identification, IEP/IFSP compliance, and program information/implementation, throughout the school year.
 - g. Provide technical assistance and materials to EOC-IROCHS staff, on request in the areas of appropriate identification, IEP/IFSP compliance, and program information/implementation and mainstreaming activities.
 - h. Provide EOC-IROCHS with consultative services related to Exceptional Student Education programs.
 - i. Invite EOC-IROCHS to participate in the Multi-Disciplinary team transition meeting, when appropriate. Provide assistance in ensuring the timely and

appropriate transition of children in the EOC-IROCHS program to a BOARD operated school program, when applicable.

- j. Include children who are eligible for Exceptional Student Education in the appropriate counts and afford them all their rights.
- k. Arrange and make provisions for transportation, in accordance with established procedures for children who receive Exceptional Student Education services in Indian River County.

2. The EOC-IROCHS agree to:

- a. Provide adequate and necessary materials and supplies for the children in the program.
- b. Provide an appropriate classroom facility and educational environment to include a locking file cabinet and storage area.
- c. Complete health screening on all children, within 45 days of child's enrollment in the EOC-IROCHS program, as required in the Head Start Performance Standards.
- d. Engage qualified mental health consultants to observe children in a classroom setting as part of the health screening process.
- e. Conduct developmental screening on all children to include gross motor, fine motor, speech, expressive language, receptive language, social/emotional, self-help and cognitive areas, within 45 days of child's enrollment.
- f. Provide appropriate Immunization and medical records (including a copy of the birth certificate and social security/Medicaid numbers), for children who have been referred for evaluation, provide developmental screening information.
- g. Provide BOARD with appropriate personnel including interpreters, to create an effective Evaluation and Multi-Disciplinary Staffing Committee.
- h. Provide appropriate training of EOC-IROCHS staff and parents in regards to various disabilities.
- i. Make referrals to the BOARD of any child suspected of having disabilities within fifteen (15) days.
- j. Participate in Child Find activities to assist in recruiting children with disabilities.
- k. Assist programs in reporting the number of children receiving services under an individual educational plan to the local education agency for the Full Time

- h. Keep all information given and received as confidential as required by state and federal law.
- i. Disputes shall be resolved through mediation or in accordance with conflict resolution procedures. If a dispute is not resolved pursuant to mutually agreed conflict resolution, then either party may terminate this agreement with or without cause by giving the other party thirty days written notice of termination.

IN WITNESS WHEREOF, this agreement has been executed effective on the date and year first above written and shall cover the EOC-IROCHS school year schedule commencing 2015-2016 school year.

The School Board of Indian River County, Florida

BY: _____
Matthew McCain, Chairman

ATTEST:

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

Date Approved: _____

ECONOMIC OPPORTUNITY COUNCIL/HEAD START OF INDIAN RIVER COUNTY

WITNESS

BY: _____
EXECUTIVE DIRECTOR

WITNESS

DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2015

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).


PRODUCER CBIZ Weekes & Callaway 3945 West Atlantic Avenue Delray Beach FL 33445-3902	CONTACT NAME: Sandi Maudsley, CRIS	
	PHONE (A/C No. Ext): (561) 278-0448	FAX (A/C No.): (561) 278-2391
E-MAIL ADDRESS: smaudsley@cbizwc.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ARCH		
INSURER B: OptaComp		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1552606764 **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					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	NCPKG00722-06	7/12/2014	7/12/2015	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Blkt Additional Insured					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blkt Waiver Subrogation					PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 1,000,000
						\$
A	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS		NCAUT00722-06	7/12/2014	7/12/2015	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						PIP-Basic \$ 10,000
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	DED	RETENTION \$	NCFXS0072201	7/12/2014	7/12/2015	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below		CWC1000190	5/1/2015	5/1/2016	E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		NCPKG00722-06	7/12/2014	7/12/2015	\$1,000,000 Each Occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 School District of Indian River County is named as additional insured in re general liability as required by written agreement.

CERTIFICATE HOLDER (772) 569-0424 School District of Indian River County As Addl Insured Re General Liability Attn: Darla Jackson Risk Management Office 1990 25th Street Vero Beach, FL 32960-3395	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marla Floyd/SM 
---	--

Memorandum of Agreement
Between
Redlands Christian Migrant Association (RCMA)
and
The SCHOOL BOARD of Indian River County

Agreement made and entered in Indian River County, Florida this 23rd day of June, 2015, by and between the SCHOOL BOARD of Indian River County hereinafter referred to as the SCHOOL BOARD and the Redlands Christian Migrant Association (RCMA) Child Development Centers, a non-profit organization.

Purpose:

The purpose of the agreement is to establish the responsibilities of the SCHOOL BOARD and RCMA Child Development Centers relative to services for preschool children with disabilities. Both the SCHOOL BOARD and RCMA Child Development Centers support the right of all children with disabilities to receive a free and appropriate public education including all necessary special education and related services in accordance with state and federal statues and regulations.

Responsibilities:

The following terms and conditions are agreed to by the SCHOOL BOARD and RCMA Child Development Centers:

1. Screening and evaluation services will be provided to RCMA Child Development Centers children upon referral to the SCHOOL BOARD, Exceptional Student Education (ESE) Department consistent with SCHOOL BOARD procedures.
2. Placements will be considered for RCMA Child Development Centers preschool for children with disabilities when the Individual Education Plan (IEP) indicates the need for stimulation and socialization with non-disabled peers.
3. Staff members of RCMA Child Development Centers will participate in the development and implementation of the Individualized Educational Program (IEP) as appropriate. RCMA Child Development Centers will work cooperatively with the SCHOOL BOARD to achieve the goals and objectives listed in each child's IEP.
4. Therapy services provided by the SCHOOL BOARD may be at RCMA Child Development Centers or a place designated by the SCHOOL BOARD. Procedures will be consistent with those specified in the Special Programs and Procedures for Exceptional Students. Transportation will be provided by the SCHOOL BOARD if services are provided at a public school site.
5. Appropriate classroom space for provision of therapy services will be provided by RCMA Child Development Centers. Social services and parent involvement will be the responsibility of RCMA Child Development Centers, consistent with each child's IEP.

6. Children with disabilities served in RCMA Child Development Centers who receive therapy services provided by the SCHOOL BOARD will be considered dually enrolled in both agency programs. Records and reports will be shared by both agencies. Records and reports regarding or identifying students being served by both agencies pursuant to this Agreement shall be maintained as confidential to the fullest extent provided by federal law (FERPA) and Florida law (Section 1002.221, Florida Statutes). Confidentiality Procedural Safeguards will be maintained by securing appropriate parent release of information forms in accordance with the RCMA Child Development Centers Performance Standards and SCHOOL BOARD regulations.
7. RCMA Child Development Centers will refer to the SCHOOL BOARD any child in its program or screened by RCMA who is reasonably suspected as having a qualifying disability under Florida law or the Individuals with Disabilities Act.
8. RCMA Child Development Centers shall maintain, at its own expense, the insurance coverage, including workers' compensation coverage, required by the law of Florida and by regulations of the Florida Department of Education. All insurance coverages (including but not limited to commercial general, errors and omissions, automobile and workers' compensation coverages) shall be established to the reasonable satisfaction of the SCHOOL BOARD. If the parties cannot agree as to a reasonable level of insurance coverage, then this Agreement may be terminated on 30 days notice for that reason.
9. In the event any of the provisions of this agreement are violated by RCMA Child Development Centers, the Superintendent or a designee shall give written notice to RCMA Child Development Centers stating the deficiencies and unless the deficiencies are corrected within the (10) days, recommendation will be made to the SCHOOL BOARD for immediate cancellation. Upon cancellation there under the School may pursue any and all legal remedies as provided herein and by law. The SCHOOL BOARD of Indian River County, Florida, reserves the right to terminate this agreement at any time and for any reason, upon giving thirty days prior written notice to the other party. If this agreement is terminated for convenience as provided herein, The SCHOOL BOARD shall be relieved of all obligations under this agreement.
10. RCMA Child Development Centers will 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 Rehabilitation Act of 1973, as amended, (Non-Discrimination against handicapped), and Americans with Disabilities Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this agreement for breach.

This agreement shall apply to children who meet enrollment criteria for RCMA Child Development Centers and are suspected or identified as

disabled. It shall be effective July 1, 2015 and shall continue until June 30, 2016.

In Witness Whereof, and in consideration of the mutual promises set forth herein, this Agreement is made and entered into effective as of the date and year written above.

The School Board of Indian River County, Florida

BY: _____
Matthew McCain, Chairman

ATTEST:

BY: _____
Francis J. Adams, Superintendent

Date Approved: _____

RCMA Child Development Centers



RCMA Child Development Centers Program Coordinator
Executive Director

6/15/15

Date



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).

PRODUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 Attn: FLLaunderdale.CertRequest@marsh 518790-Cas-GAWUP-15-16	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE	
INSURED Rodlands Christian Migrant Association Attn: Martin Caid 402 W. Main Street Immokalee, FL 34142	INSURER A: Philadelphia Indemnity Insurance Company NAIC # 18058	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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.


INBR 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"/> 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 GENL 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 - COM/POP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			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
	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 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

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

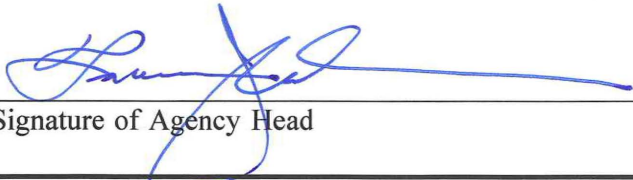
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Florida Department of Education Project Application

<p>Please mail original to: Florida Department of Education Office of Grants Management 325 W. Gaines St, Rm. 332 Tallahassee, FL 32399-0400 Telephone: 850-245-0496</p> <p>AND</p> <p>Please upload copy to: Continuous Improvement Management System (CIMS) www.floridaCIMS.org Telephone: 850-245-0426</p>	<p>A) Program Name Title I, Part A: Improving the Academic Achievement of the Disadvantaged 2015-16</p> <hr/> <p>TAPS Number 16A002</p>	<p>DOE Use ONLY Date Received</p>						
<p>B) Name and Address of Eligible Applicant School District of Indian River County 1990 25TH ST VERO BEACH, FL 32960-3367</p>		<p>Project Number 310-2126B-6CB01</p>						
<p>C) Total Funds Requested \$4,710,070.00</p>	<p>D) Applicant Contact & Business Information</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"> <p>Title I, Part A Main Contact Name Alice Blanco</p> </td> <td style="width: 50%; text-align: center;"> <p>Fiscal Contact Name Alice Blanco</p> </td> </tr> <tr> <td style="text-align: center;"> <p>E-mail Address alice.blanco@indianriverschools.org</p> </td> <td style="text-align: center;"> <p>E-mail Address alice.blanco@indianriverschools.org</p> </td> </tr> <tr> <td style="text-align: center;"> <p>Telephone Number 772-564-3093</p> </td> <td style="text-align: center;"> <p>Telephone Number 772-564-3093</p> </td> </tr> </table>		<p>Title I, Part A Main Contact Name Alice Blanco</p>	<p>Fiscal Contact Name Alice Blanco</p>	<p>E-mail Address alice.blanco@indianriverschools.org</p>	<p>E-mail Address alice.blanco@indianriverschools.org</p>	<p>Telephone Number 772-564-3093</p>	<p>Telephone Number 772-564-3093</p>
<p>Title I, Part A Main Contact Name Alice Blanco</p>	<p>Fiscal Contact Name Alice Blanco</p>							
<p>E-mail Address alice.blanco@indianriverschools.org</p>	<p>E-mail Address alice.blanco@indianriverschools.org</p>							
<p>Telephone Number 772-564-3093</p>	<p>Telephone Number 772-564-3093</p>							
<p style="text-align: center;">DOE Use ONLY</p> <p>Total Approved Project \$</p>								
<p>DUNS Number 120754676</p>	<p>FEIN Number 59-6000673</p>							
<p>Certification</p>								
<p>I, Frances J. Adams, as the official who is authorized to legally bind the agency/ organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal or administrative penalties for the false statement, false claims, or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.</p> <p>Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.</p>								
<p>E) Signature of Agency Head</p> <div style="text-align: center;">  </div>								

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FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION

Please return to: Florida Department of Education Office of Grants Management Room 332, Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	A) Program Name: Title I, Part C Education of Migratory Children 2015-2016 TAPS NUMBER: 16A020	DOE USE ONLY Date Received <hr/> Project Number (DOE Assigned)
B) Name and Address of Eligible Applicant: Indian River County District School Board 1990 25th Street Vero Beach, FL 32960		
C) Total Funds Requested: \$ 55,778.00	D) Applicant Contact & Business Information	
DOE USE ONLY Total Approved Project: \$	Contact Name: Alice Blanco Fiscal Contact Name: Alice Blanco Mailing Address: 1990 25th Street Vero Beach, 32960 Physical/Facility Address: 1990 25th Street Vero Beach 32960	Telephone Numbers: 772-564-3093 E-mail Addresses: alice.blanco@indianriverschools.org DUNS number: 120754676 FEIN number: 59-6000673
CERTIFICATION		
<p>I, <u>Frances J. Adams</u> (Please Type Name) as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.</p> <p>Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.</p>		
E)  _____ Signature of Agency Head		

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FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

TAPS:
1. 16A011

Please return to:

Florida Department of Education
Office of Grants Management
Room 332, Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400
Telephone: (850) 245-0496

A) Name and Address of Eligible Applicant: DOE USE ONLY

Indian River County District School Board
1990 25TH ST
VERO BEACH, FL 32960

Date Received

B) Applicant Contact Information

Contact Name: Alice Blanco

Telephone Number: 772-564-3093 Ext:

Mailing Address: 1990 25th Street Vero Beach, FL

Fax Number: 772-564-3077

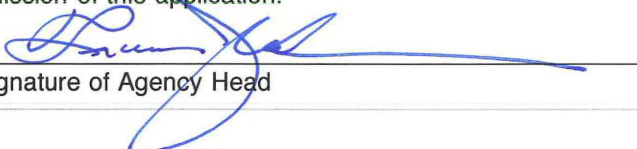
E-mail Address: alice.blanco@indianriverschools.org

Programs

C) Program Name:	Project Number: (DOE Assigned):	D) Total Funds Requested:	Total Approved Funds (DOE USE ONLY):
1. Title II, Part A, Teacher & Principal Training and Recruiting Fund 2015-2016	310-2246A-6CT01	\$690,468.00	

CERTIFICATION

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

E) 
Signature of Agency Head

DOE 100



Pam Stewart, Commissioner

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**FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION**

TAPS:
1. 16A014

Please return to:

Florida Department of Education
Office of Grants Management
Room 332, Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400
Telephone: (850) 245-0496

A) Name and Address of Eligible Applicant: DOE USE ONLY

Indian River County District School Board
1990 25TH ST
VERO BEACH, FL 32960

Date Received

B) Applicant Contact Information

Contact Name: Alice Blanco

Telephone Number: 772-564-3093 Ext:

Mailing Address: 1990 25th Street Vero Beach, FL

Fax Number: 772-564-3077

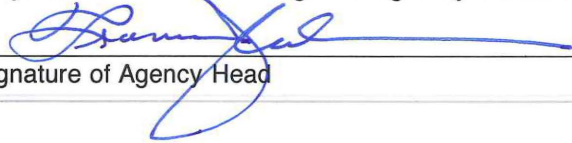
E-mail Address: alice.blanco@indianriverschools.org

Programs

C) Program Name:	Project Number: (DOE Assigned):	D) Total Funds Requested:	Total Approved Funds (DOE USE ONLY):
1. Title III, Part A: English Language Acquisition 2015-2016	310-1026A-6C001	\$125,707.53	

CERTIFICATION

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

E) 
Signature of Agency Head

DOE 100



Pam Stewart, Commissioner

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**FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION**

<p>TAPS: 1. 15C001 2. 15C002</p>
--

Please return to:

A) Name and Address of Eligible Applicant:

DOE USE ONLY

Florida Department of Education
Office of Grants Management
Room 332, Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400
Telephone: (850) 245-0496

Indian River County District School Board
1990 25TH ST
VERO BEACH, FL 32960

Date Received

B) Applicant Contact Information

Contact Name: Michael Ferrentino

Telephone Number: 772-564-5932 Ext:

Mailing Address: 1990 25th Street Vero Beach, FL

Fax Number: 772-564-5958

E-mail Address:

Michael.Ferrentino@indianriverschools.org

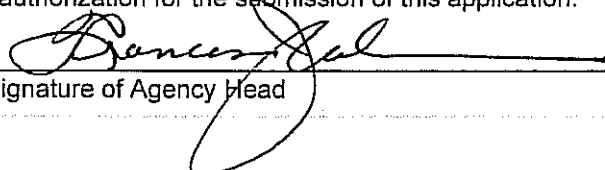
Programs

C) Program Name:	Project Number: (DOE Assigned):	D) Total Funds Requested:	Total Approved Funds (DOE USE ONLY):
1. IDEA Part B, Entitlement 2014-2015	310-2635A-5CB01	\$4,095,589.00	
2. IDEA Part B, Preschool 2014-2015	310-2675A-5CP01	\$109,723.00	

CERTIFICATION

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

E)



Signature of Agency Head

DOE 100



Pam Stewart, Commissioner

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Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or Safety and Sanitation
564-5020

Occupant Name: Administrative Offices **Inspection Date:** 11/5/2014, 2/19/2015
Address: 1990 25th Street **Inspection Type:** Annual: Firesafety, Casualty & Sanitation
City: Vero Beach **Inspected By:** Peter Copeman, District Official
772-564-5021

Occupant Type: Business office
Occupant Number: FISH: 0091
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

400 FIRE ALARM

407 FACP INDICATES TROUBLE CONDITION

*P. Copeman, District Official - LOCATION: lobby
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"*

 **Violation cleared on 2/19/2015**

1200 OPERATING FEATURES

1201 FIRE DRILLS CONDUCTED AS REQUIRED.

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

15.7.3.3 Inspection of Door Openings.

Inspector Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

ALL VIOLATIONS MUST BE CORRECTED.

An authorized representative of the Indian River School District has observed the above noted violations of the Florida Fire Prevention Code or SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2) (c)

District Official- Peter Copeman

Local Official- John Duran

Inspector: 

Scott Ganger
2/19/2015

Inspector: 

Peter Copeman, District Official
11/5/2014

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or Safety and Sanitation
564-5020

Occupant Name:	Adult Ed@ Alternative Center	Inspection Date:	10/17/2014, 2/6/2015, 2/13/2015, 5/18/2015
Address:	1426 19th Street	Inspection Type:	Annual: Firesafety, Casualty & Sanitation
City:	Vero Beach	Inspected By:	Darrell Remole 564-5023
Occupant Type:	Adult Education Center, college classroom		
Occupant Number:	00029		
Suite:			

Pass Fail N/A

Safety and Sanitation Codes 2014

Floor 1

500 Facility Maintenance

505 Plumbing condition.

*D. Remole - LOCATION: 5-105
ACTION REQUIRED: Repair hot water tank
CORRECTION CODE: "M"*

*Reinspection #1 Comments: LOCATION: 5-105
ACTION REQUIRED: Repair hot water tank
CORRECTION CODE: "M"*

*Reinspection #2 Comments: LOCATION: 5-105
ACTION REQUIRED: Repair hot water tank
CORRECTION CODE: "M"*

 **Violation cleared on 5/18/2015**

600 General Safety

609 General Safety Other

D. Remole - LOCATION: thru-out school
ACTION REQUIRED: Post signs "Microwave in Use" (OSHA 1910.97)
CORRECTION CODE: "M"

LOCATION: 5-111
ACTION REQUIRED: Ladder not secured (OSHA 1926.450 (d)(10))
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: thru-out school
ACTION REQUIRED: Post signs "Microwave in Use" (OSHA 1910.97)
CORRECTION CODE: "M"

LOCATION: 5-111
ACTION REQUIRED: Ladder not secured (OSHA 1926.450 (d)(10))
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: thru-out school
ACTION REQUIRED: Post signs "Microwave in Use" (OSHA 1910.97)
CORRECTION CODE: "M"

LOCATION: 5-111
ACTION REQUIRED: Ladder not secured (OSHA 1926.450 (d)(10))
CORRECTION CODE: "M"

✓ **Violation cleared on 5/18/2015**

Inspector Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

ALL VIOLATIONS MUST BE CORRECTED.

An authorized representative of the Indian River School District has observed the above noted violations of the Florida Fire Prevention Code or SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

- O = Operations- 30 days
- M = Maintenance- 60 days
- C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman
Local Official- John Duran

Inspector:



Scott Ganger
2/6/2015

Inspector:



Scott Ganger
2/13/2015

Inspector:



Scott Ganger
5/18/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or Safety and Sanitation
564-5020

Occupant Name:	Adult Education	Inspection Date:	11/5/2014, 2/6/2015, 5/21/2015
Address:	1426 19th Street	Inspection Type:	Annual: Firesafety, Casualty & Sanitation
City:	Vero Beach	Inspected By:	Peter Copeman, District Official 772-564-5021 Scott Ganger 564-5026

Occupant Type: Educational, other
Occupant Number: FISH: 0029
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

200 MEANS OF EGRESS

202 EXIT LIGHTS INOPERABLE
NORMAL MODE

*P. Copeman, District Official - LOCATION: A-1, A-2
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: A-1, A-2
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

 **Violation cleared on 5/21/2015**

204 EMERG LIGHTS NOT
OPERATIONAL

*P. Copeman, District Official - LOCATION: 509
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: 509
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: 509
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

500 EXTINGUISHMENT

- 501 FIRE EXTINGUISHER REQUIRES INSPECTION

*P. Copeman, District Official - LOCATION: old print shop
 ACTION REQUIRED: Extinguisher out of date, conduct annual service
 CORRECTION CODE: "M"*

 **Violation cleared on 2/6/2015**

Pass Fail N/A

Safety and Sanitation Codes 2014

Floor 1

400 Doors, Walks, and Surfaces

- 410 Door, Walks and Surfaces Other

*S. Ganger - LOCATION: Admin building north side of 19th
 ACTION REQUIRED: north exit door does not close properly, repair
 CORRECTION CODE "M"*

*LOCATION: Fish 417
 ACTION REQUIRED: back exit door does not close, repair door closer
 CORRECTION CODE "M"*

***Reinspection #1 Comments:** LOCATION: Admin building north side of 19th
 ACTION REQUIRED: north exit door does not close properly, repair
 CORRECTION CODE "M"*

*LOCATION: Fish 417
 ACTION REQUIRED: back exit door does not close, repair door closer
 CORRECTION CODE "M"*

***Reinspection #2 Comments:** LOCATION: Fish 417
 ACTION REQUIRED: back exit door does not close, repair door closer
 CORRECTION CODE "M"
 East exit door does not open freely*

600 General Safety

- 609 General Safety Other

*S. Ganger - LOCATION: All locations
 ACTION REQUIRED: AED pads are out of date, replace
 CORRECTION CODE: "M"*

 **Violation cleared on 2/6/2015**

Inspector Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

ALL VIOLATIONS MUST BE CORRECTED.

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Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

- O = Operations- 30 days
- M = Maintenance- 60 days
- C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman
 Local Official- John Duran

Inspector: 

Scott Ganger
2/6/2015

Inspector: 

Peter Copeman, District Official
11/5/2014

Inspector: 

Scott Ganger
5/21/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or Safety and Sanitation
564-5020

Occupant Name:	Alternative Education	Inspection Date:	10/17/2014, 2/13/2015, 5/18/2015
Address:	4680 28th Court	Inspection Type:	Annual: Firesafety, Casualty & Sanitation
City:	Vero Beach	Inspected By:	Peter Copeman, District Official 772-564-5021 Darrell Remole 564-5023
Occupant Type:	High school/junior high school/middle school - sprinklered		
Occupant Number:	FISH: 00007		
Suite:			

Pass Fail N/A

Schedule A Fire Codes

Floor 1

200 MEANS OF EGRESS

204 EMERG LIGHTS NOT OPERATIONAL

*P. Copeman, District Official - LOCATION: 2-103, 2104, 2-207, 2-208, 3-102, outside corridor lighting
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: 2-103, 2104, 2-207, 2-208, 3-102, outside corridor lighting
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: outside corridor lighting
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

500 EXTINGUISHMENT

- 503 MONTHLY INSPECTION NOT DONE/RECORDED

*P. Copeman, District Official - LOCATION: all
ACTION REQUIRED: Conduct monthly inspection and sign tag
CORRECTION CODE: "O"*

Reinspection #1 Comments: LOCATION: all
ACTION REQUIRED: Conduct monthly inspection and sign tag
CORRECTION CODE: "O"

 **Violation cleared on 5/18/2015**

1200 OPERATING FEATURES

- 1201 FIRE DRILLS CONDUCTED AS REQUIRED.

*P. Copeman, District Official - **ACTION REQUIRED:** Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.
CORRECTION CODE: "O"*

Although this facility may be on track, with the required number of drills, this category will not be cleared until the end of the school year.

Reinspection #1 Comments: **ACTION REQUIRED:** Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.
CORRECTION CODE: "O"

Although this facility may be on track, with the required number of drills, this category will not be cleared until the end of the school year.

 **Violation cleared on 5/18/2015**

Pass Fail N/A

Safety and Sanitation Codes 2014

Floor 1

100 Security and Access

- 110 Security and Access Other

*D. Remole - LOCATION: stairwell by 3-206
ACTION REQUIRED: provide security fence to stop access to roof.
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: stairwell by 3-206
ACTION REQUIRED: provide security fence to stop access to roof.
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: stairwell by 3-206
ACTION REQUIRED: provide security fence to stop access to roof.
CORRECTION CODE: "M" (Work order #16739)

500 Facility Maintenance

- 505 Plumbing condition.

*D. Remole - LOCATION: 1-120B
ACTION REQUIRED: Repair hot water tank - rusted
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: 1-120B
ACTION REQUIRED: Repair hot water tank - rusted
CORRECTION CODE: "M"

 **Violation cleared on 5/18/2015**

600 General Safety

609 General Safety Other

*D. Remole - LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave in Use" (OSHA 1910.97)
CORRECTION CODE: "M"*

Reinspection #1 Comments: *LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave in Use" (OSHA 1910.97)
CORRECTION CODE: "M"*

 **Violation cleared on 5/18/2015**

Pass Fail N/A

FL NFPA 101 10

Floor 1

**Chapter 15 Existing
Educational Occupancies**

15.7.3.3 Inspection of Door
Openings.

Inspector Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

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Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

- O = Operations- 30 days
- M = Maintenance- 60 days
- C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman
Local Official- John Duran

Inspector:



Scott Ganger
2/13/2015



Inspector:

Scott Ganger
5/18/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or Safety and Sanitation
564-5020

Occupant Name: Beachland Elementary
Address: 3350 Indian River Drive East
City: Vero Beach

Inspection Date: 10/17/2014, 2/9/2015, 3/26/2015
Inspection Type: Annual: Firesafety, Casualty & Sanitation
Inspected By: Peter Copeman, District Official
772-564-5021
Scott Ganger
564-5026
Darrell Remole
564-5023

Occupant Type: Elementary school, including kindergarten
Occupant Number: FISH: 00005
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

100 GENERAL REQUIREMENTS

199 GENERAL REQUIREMENTS

*P. Copeman, District Official - LOCATION: 5004
ACTION REQUIRED: Keep flammable liquids in proper cabinet
CORRECTION CODE: "O"*

 **Violation cleared on 2/9/2015**

200 MEANS OF EGRESS

204 EMERG LIGHTS NOT OPERATIONAL

*P. Copeman, District Official - LOCATION: office hall, FISH893, 2011, 3000, 302, 301, media desk, 405
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

Reinspection #1 Comments: *LOCATION: office hall, 3005
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

 **Violation cleared on 3/26/2015**

210 EXIT ACCESS NOT MAINTAINED

*P. Copeman, District Official - LOCATION: FISH420
ACTION REQUIRED: Clear path, 36"minimum
CORRECTION CODE: "O"*

 **Violation cleared on 2/9/2015**

299 MEANS OF EGRESS OTHER

*P. Copeman, District Official - LOCATION: 5000 hallway
ACTION REQUIRED: remove tables + chairs
CORRECTION CODE: "O"*

 **Violation cleared on 2/9/2015**

300 PROTECTION

- 301 UNPROTECTED VERTICAL OPENING *P. Copeman, District Official - LOCATION: 201, 301
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"*

 **Violation cleared on 2/9/2015**

400 FIRE ALARM

- 407 FACP INDICATES TROUBLE CONDITION *P. Copeman, District Official - LOCATION: 416
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"*

 **Violation cleared on 2/9/2015**

- 408 MANUAL PULL STATION MISSING/INOPERABLE *P. Copeman, District Official - LOCATION: P1
ACTION REQUIRED: unblock pull station
CORRECTION CODE: "O"*

 **Violation cleared on 2/9/2015**

500 EXTINGUISHMENT

- 501 FIRE EXTINGUISHER REQUIRES INSPECTION *P. Copeman, District Official - LOCATION: 1006, 2000, 2015, 3000,113
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: 1006, 2000, 2015, 3000,113
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"

 **Violation cleared on 3/26/2015**

800 UTILITIES

- 808 IMPROPER STORAGE IN ELECT/MECH ROOMS *P. Copeman, District Official - LOCATION: 302
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms*

 **Violation cleared on 2/9/2015**

1200 OPERATING FEATURES

- 1201 FIRE DRILLS CONDUCTED AS REQUIRED. *P. Copeman, District Official - ACTION REQUIRED: Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.
CORRECTION CODE: "O"*

Although this facility may be on track, with the required number of drills, this category will not be cleared until the end of the school year.

 **Violation cleared on 2/9/2015**

Pass Fail N/A

Safety and Sanitation Codes 2014

Floor 1

100 Security and Access

- 102 Exposed equipment must be locked and secured. *S. Ganger - LOCATION: East of kitchen propane area
ACTION REQUIRED: secure gate with lock
CORRECTION CODE: "M"*

LOCATION: exterior A/C equipment 101 mechanic
ACTION REQUIRED: secure gate with lock
CORRECTION CODE: "M"

 **Violation cleared on 2/9/2015**

108 Exterior door unauthorized access.

S. Ganger - LOCATION: 2000 ME Room
ACTION REQUIRED: Door does not close or latch, repair
CORRECTION CODE: "M"

D. Remole - LOCATION: Fish 418, fish 422, 603, 702, 305, 201, 3001, 3004, 3005, Fish 701 and 5000.
ACTION REQUIRED: Classrooms are required to locked.
CORRECTION CODE: "O"

 **Violation cleared on 2/9/2015**

500 Facility Maintenance

504 Ventilation system condition.

D. Remole - LOCATION: 201, 203, 305A, 304, 702B, 602, 601, 503, 502.

ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 201, 203, 305A, 304, 702B, 602, 601, 503, 502.

ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

 **Violation cleared on 3/26/2015**

505 Plumbing condition.

D. Remole - LOCATION: 706
ACTION REQUIRED: Repair or replace hot water heater tank
CORRECTION CODE: "M"

LOCATION: Kitchen Freezer

ACTION REQUIRED: Repair or replace rusted floor by door and the rust on bottom of door
CORRECTION CODE: "M"

S. Ganger - LOCATION: Clinic

ACTION REQUIRED: Lower water temp to 110 degrees Fahrenheit or less
CORRECTION CODE: "M"

LOCATION: Fish 423 fish 700

ACTION REQUIRED: Repair drinking fountains Water Spout to produce a flow of 4 inches high Minimum
ADA 602.6
CORRECTION CODE "M"

LOCATION: Room # 201, 602, 502, 503, 3004, 3005, 702, 2017

ACTION REQUIRED: Repair drinking fountains Water Spout to produce a flow of 4 inches high Minimum
ADA 602.6
CORRECTION CODE "M"

LOCATION: Fish 423, Fish 424

ACTION REQUIRED: bath Sink Loose/ falling from wall
CORRECTION CODE "M"

Reinspection #1 Comments: LOCATION: Fish 423 fish 700

ACTION REQUIRED: Repair drinking fountains Water Spout to produce a flow of 4 inches high Minimum
ADA 602.6
CORRECTION CODE "M"

LOCATION: Room # 201, 602, 502, 503, 3004, 3005, 702, 2017
ACTION REQUIRED: Repair drinking fountains Water Spout to produce a flow of 4 inches high Minimum
ADA 602.6
CORRECTION CODE "M"

✓ **Violation cleared on 3/26/2015**

506 Electrical systems safety requirements.

D. Remole - LOCATION: 306
ACTION REQUIRED: Repair exposed wiring on EMS J Box (OSHA 1910.303)
CORRECTION CODE: "M"

✓ **Violation cleared on 2/9/2015**

507 Facility Maintenance Other

S. Ganger - LOCATION: Fish 424, Portable 2
ACTION REQUIRED: roof leaking/ceiling tile
CORRECTION CODE: "M"

✓ **Violation cleared on 2/9/2015**

508 OSHA equipment regulations

D. Remole - LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave Oven in Use"
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave Oven in Use"
CORRECTION CODE: "O"

✓ **Violation cleared on 3/26/2015**

509 SREF Site requirements

S. Ganger - LOCATION: check all buildings
ACTION REQUIRED: Remove invasive foliage SREF 5.5(2)(a) & tree debris from Roofs
CORRECTION CODE: "M"

✓ **Violation cleared on 2/9/2015**

510 Building envelope shall be maintained in good condition

S. Ganger - LOCATION: Portable 1 door closing to fast
ACTION REQUIRED: Repair or replace door closer SREF 5(8)(c)2
CORRECTION CODE: "M"

✓ **Violation cleared on 2/9/2015**

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

15.7.3.3 Inspection of Door Openings.

Inspector Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

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Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman
Local Official- John Duran

Inspector: 

Scott Ganger
3/26/2015

Inspector: 

Scott Ganger
2/9/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or Safety and Sanitation
564-5020

Occupant Name:	Citrus Elementary	Inspection Date:	10/30/2014, 2/5/2015, 5/19/2015
Address:	2771 4th Street	Inspection Type:	Annual: Firesafety, Casualty & Sanitation
City:	Vero Beach	Inspected By:	Peter Copeman, District Official 772-564-5021 Scott Ganger 564-5026 Darrell Remole 564-5023

Occupant Type: Elementary school, including kindergarten
Occupant Number: FISH: 00011
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

10 IMMINENT HAZARD

- 99 IMMINENT HAZARD
OTHER

200 MEANS OF EGRESS

- 202 EXIT LIGHTS
INOPERABLE NORMAL MODE

*P. Copeman, District Official - LOCATION: cafeteria
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: cafeteria
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: cafeteria
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

204 EMERG LIGHTS NOT OPERATIONAL

P. Copeman, District Official - LOCATION: office, west side of media center, 1107, 1205, 109, 601, 509, cafeteria, 406, 408
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 1107, 601,406
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: 1107, 601,406
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

299 MEANS OF EGRESS

P. Copeman, District Official - LOCATION: multipurpose
ACTION REQUIRED: remove section of fence by water fountain to allow secondary egress
CORRECTION CODE: "C" school staff to contact facilities

Reinspection #1 Comments: LOCATION: multipurpose
ACTION REQUIRED: remove section of fence by water fountain to allow secondary egress
CORRECTION CODE: "C" school staff to contact facilities

 **Violation cleared on 5/19/2015**

400 FIRE ALARM

499 FIRE ALARM OTHER

P. Copeman, District Official - LOCATION: multipurpose
ACTION REQUIRED: uncover smoke detector
CORRECTION CODE: "M"

 **Violation cleared on 2/5/2015**

500 EXTINGUISHMENT

501 FIRE EXTINGUISHER REQUIRES INSPECTION


P. Copeman, District Official - LOCATION: 110, 604
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 604
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"

 **Violation cleared on 5/19/2015**

502 PORTABLE EXTINGUISHER IMPROPERLY MOUNTED

P. Copeman, District Official - LOCATION: 1109, FISH412
ACTION REQUIRED: Properly mount extinguisher in a clear area no more that 5ft above floor or less than 4 inches.
CORRECTION CODE: "M"

 **Violation cleared on 2/5/2015**

503 MONTHLY INSPECTION NOT DONE/RECORDED

P. Copeman, District Official - LOCATION: all
ACTION REQUIRED: Conduct monthly inspection and sign tag
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: all
ACTION REQUIRED: Conduct monthly inspection and sign tag
CORRECTION CODE: "O"

Reinspection #2 Comments: LOCATION: all
ACTION REQUIRED: Conduct monthly inspection and sign tag
CORRECTION CODE: "O"

700 BUILDING SERVICES

- 702 LP GAS CYL
IMPROPERLY
LOCATED/STORED

P. Copeman, District Official - LOCATION: PE shed
ACTION REQUIRED: store LP tank outside
CORRECTION CODE: "O"

 **Violation cleared on 2/5/2015**

800 UTILITIES

- 808 IMPROPER STORAGE IN
ELECT/MECH ROOMS

P. Copeman, District Official - LOCATION: all locations
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms

Reinspection #1 Comments: LOCATION: all locations
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms

Reinspection #2 Comments: LOCATION: all locations
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms

1200 OPERATING FEATURES

- 1201 FIRE DRILLS
CONDUCTED AS REQUIRED.

P. Copeman, District Official - ACTION REQUIRED: Must conduct an
additional fire drill within the first 30 days of operation each school
year and one for each month of the school year.
CORRECTION CODE: "O"

Although this facility may be on track, with the required number of
drills, this category will not be cleared until the end of the school year.

 **Violation cleared on 2/5/2015**

- 1202 DANGEROUS
CONDITION EXISTS

P. Copeman, District Official - LOCATION: 311
ACTION REQUIRED: store gas cans in proper cabinet
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: 311
ACTION REQUIRED: store gas cans in proper cabinet
CORRECTION CODE: "O"

 **Violation cleared on 5/19/2015**

Pass Fail N/A

Safety and Sanitation Codes 2014

Floor 1

100 Security and Access

- 108 Exterior door unauthorized
access.

S. Ganger - LOCATION: Electric/mechanical room 1407
ACTION REQUIRED: Door lock does not allow entry, repair
CORRECTION CODE: "M"

 **Violation cleared on 2/5/2015**

110 Security and Access Other *D. Remole - LOCATION: 1100, 1208, fish626, 606, 409.
ACTION REQUIRED: Classroom doors are required to be locked when occupied by students.
CORRECTION CODE: "O"*

 **Violation cleared on 2/5/2015**

500 Facility Maintenance

501 Structure, fixtures and materials are in good condition. *D. Remole - LOCATION: 1100
ACTION REQUIRED: replace Ceiling tile - review for roof leak
CORRECTION CODE "M"*

*LOCATION: Walkway cover roof area
ACTION REQUIRED: remove plants
CORRECTION CODE "M"*

 **Violation cleared on 2/5/2015**

504 Ventilation system condition. *D. Remole - LOCATION: 101A, 102A, 103A, 108A, 602A, 606A, 407A, 308A.
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: 101A, 102A, 103A, 108A, 602A, 606A, 407A, 308A.
*ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"*

Reinspection #2 Comments: LOCATION: 101A, 102A, 103A, 108A, 602A, 606A, 407A, 308A.
*ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"*

505 Plumbing condition. *D. Remole - LOCATION: Fish 702, Fish 620, Fish 626, Fish 625, 107, 102, 303, 407, 601, 1209, 1205, hallway by main lobby.
ACTION REQUIRED: Repair drinking fountains
CORRECTION CODE: "M"*

*LOCATION: Fish 879, Fish 629.
ACTION REQUIRED: Repair sinks
CORRECTION CODE: "M"*

*S. Ganger - LOCATION: 204 Clinic
ACTION REQUIRED: Lower water temp to 110 ° Fahrenheit or less
CORRECTION CODE: "M"*

*LOCATION: Fish 413
ACTION REQUIRED: Repair sink it is loose
CORRECTION CODE: "M"*

Reinspection #1 Comments: *Inspection Comments: LOCATION: Fish 702, Fish 620, Fish 626, Fish 625, 107, 102, 303, 407, 601, 1209, 1205, hallway by main lobby.
ACTION REQUIRED: Repair drinking fountains
CORRECTION CODE: "M"*

Reinspection #2 Comments: *LOCATION: 204 Clinic
ACTION REQUIRED: Lower water temp to 110 ° Fahrenheit or less
CORRECTION CODE: "M"*

Reinspection #3 Comments: Inspection Comments: LOCATION: Fish 702, Fish 620, Fish 626, Fish 625, 107, 102, 303, 407, 601, hallway by main lobby.
ACTION REQUIRED: Repair drinking fountains
CORRECTION CODE: "M"

 **Violation cleared on 5/19/2015**

- 506 Electrical systems meet safety requirements.

S. Ganger - LOCATION: Outside building at hard court, south west exit in cafeteria and recess lighting in soffit all thru out. east and west exterior hallway soffits
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

D. Remole - LOCATION: Thru-out parking lot and around security lights on school buildings
ACTION REQUIRED: reset timer for security lights
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Outside building at hard court, south west exit in cafeteria and recess lighting in soffit all thru out, east and west exterior hallway soffits.
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

Reinspection #3 Comments: LOCATION: Outside building at hard court, south west exit in cafeteria and recess lighting in soffit all thru out, east and west exterior hallway soffits.
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

 **Violation cleared on 2/5/2015**

- 507 Facility Maintenance Other

D. Remole - LOCATION: 210 Janitor closet
ACTION REQUIRED: repair or replace hot water tank (very rusty and leaking)
CORRECTION CODE: "M"

 **Violation cleared on 2/5/2015**

- 508 OSHA equipment regulations

D. Remole - LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave Oven In Use" (OSHA 1910.97)
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave Oven In Use" (OSHA 1910.97)
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave Oven In Use" (OSHA 1910.97)
CORRECTION CODE: "M"

- 509 SREF Site requirements

S. Ganger - LOCATION: Fish 628
ACTION REQUIRED: Fill hole east side of walk
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Fish 628
ACTION REQUIRED: Fill hole east side of walk
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Fish 628
ACTION REQUIRED: Fill hole east side of walk
CORRECTION CODE: "M"
Hole is larger since last inspection

- 510 Building envelope shall be maintained in good condition
S. Ganger - LOCATION: 107, 609, and east exterior hallway by office area
ACTION REQUIRED: Repair roof leak
CORRECTION CODE: "M"

 **Violation cleared on 2/5/2015**

600 General Safety

- 609 General Safety Other
D. Remole - LOCATION: Main Lobby - AED
ACTION REQUIRED: Replace expired pads on AED
CORRECTION CODE: "O"

LOCATION: Cafeteria - AED
ACTION REQUIRED: Replace expired pads on AED
CORRECTION CODE: "O"

LOCATION: Between parking lot and sidewalk (By handicap parking space)
ACTION REQUIRED: repair drain and large whole around drain
CORRECTION CODE: "M"

LOCATION: 1201
ACTION REQUIRED: Repair or replace paper cutter (missing blade guard)
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: Between parking lot and sidewalk (By handicap parking space)
ACTION REQUIRED: repair drain and large whole around drain
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Between parking lot and sidewalk (By handicap parking space)
ACTION REQUIRED: repair drain and large whole around drain
CORRECTION CODE: "M"

700 Sanitation & Health

- 710 Sanitation & Health Other

D. Remole - LOCATION: North corner and Center east areas (mobile classrooms area that has been removed).
ACTION REQUIRED: Housekeeping - the area is a very bad safety hazard with all items left from the removal of the mobile classroom units.
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: North corner and Center east areas (mobile classrooms area that has been removed)
ACTION REQUIRED: Housekeeping - the area is a very bad safety hazard with all items left from the removal of the mobile classroom units.
CORRECTION CODE: "M"

 **Violation cleared on 5/19/2015**

Inspector Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

ALL VIOLATIONS MUST BE CORRECTED.

An authorized representative of the Indian River School District has observed the above noted violations of the Florida Fire Prevention Code or SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

- O = Operations- 30 days
- M = Maintenance- 60 days
- C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman
Local Official- John Duran

Inspector:



Scott Ganger
2/5/2015

Inspector:



Darrell Remole
10/30/2014

Company Representative:



J Ruble
5/19/2015

Inspector:



Scott Ganger
5/19/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or **Safety and Sanitation**
564-5020

Occupant Name:	Dodgertown Elementary	Inspection Date:	10/15/2014, 2/13/2015, 5/13/2015
Address:	4350 43rd Avenue	Inspection Type:	Annual: Firesafety, Casualty & Sanitation
City:	Vero Beach	Inspected By:	Peter Copeman, District Official 772-564-5021 Darrell Remole 564-5023
Occupant Type:	Elementary school, including kindergarten-sprinklered		
Occupant Number:	FISH: 00012		
Suite:			

Schedule A Fire Codes

Floor 1

200 MEANS OF EGRESS

- 202 EXIT LIGHTS INOPERABLE NORMAL MODE

*P. Copeman, District Official - LOCATION: Stage
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

 **Violation cleared on 2/13/2015**

- 204 EMERG LIGHTS NOT OPERATIONAL

*P. Copeman, District Official - LOCATION: 202, 317, 701, 718, 707, 700,105.
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

Reinspection #1 Comments: *LOCATION: 105
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

 **Violation cleared on 5/13/2015**

- 299 MEANS OF EGRESS OTHER

*P. Copeman, District Official - LOCATION: 301, 304
ACTION REQUIRED: keep rescue window clear
CORRECTION CODE: "O"*

 **Violation cleared on 2/13/2015**

300 PROTECTION

- 399 PROTECTION OTHER

*P. Copeman, District Official - LOCATION: 213
ACTION REQUIRED: store flammable cleaner in cabinet
CORRECTION CODE: "O"*

 **Violation cleared on 2/13/2015**

800 UTILITIES

- 803 EXTENSION CORD NOT RATED FOR USE

*P. Copeman, District Official - LOCATION: 301,701,703,705,102
ACTION REQUIRED: Remove
INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable*

Reinspection #1 Comments: *LOCATION: 701,705,102
ACTION REQUIRED: Remove
INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable*

 **Violation cleared on 5/13/2015**


- 804 IMPROPER USE OF MULTISTRIP/EXTEN CORDS

*P. Copeman, District Official - LOCATION: 316
ACTION REQUIRED: Remove surge to surge connection
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Daisy chain of units is not allowed. These devices are available in many lengths to gain access to a receptacle.*

Reinspection #1 Comments: *LOCATION: 316, 102
ACTION REQUIRED: Remove surge to surge connection
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Daisy chain of units is not allowed. These devices are available in many lengths to gain access to a receptacle.*

 **Violation cleared on 5/13/2015**

1200 OPERATING FEATURES


- 1201 FIRE DRILLS CONDUCTED AS REQUIRED. *P. Copeman, District Official - ACTION REQUIRED: Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.
CORRECTION CODE: "O"
Although this facility may be on track, with the required number of drills, this category will not be cleared until the end of the school year.*
- 1299 OPERATING FEATURES OTHER *P. Copeman, District Official - LOCATION: 600 break room
ACTION REQUIRED: vent stove to outside or remove burners
CORRECTION CODE: M
 Violation cleared on 2/13/2015*

Pass Fail N/A

Safety and Sanitation Codes 2014


Floor 1

100 Security and Access


- 110 Security and Access Other *D. Remole - LOCATION: 302, 304, 306, 702, 703, 704, and 706.
ACTION REQUIRED: Classrooms required to be locked while occupied by students.
CORRECTION CODE: "O"
 Violation cleared on 2/13/2015*

300 Hazardous Materials


- 302 Chemical containers are labeled and identified. *D. Remole - LOCATION: 17-102D
ACTION REQUIRED: Label containers with contents name or description.
CORRECTION CODE: "O"


LOCATION: 712
ACTION REQUIRED: Label containers with contents name or description. (Remove over the counter chemicals)
CORRECTION CODE: "O"
 Violation cleared on 2/13/2015*

400 Doors, Walks, and Surfaces

- 410 Door, Walks and Surfaces Other * Violation cleared on 2/13/2015*

500 Facility Maintenance

- 501 Structure, fixtures and materials are in good condition. *D. Remole - LOCATION: Deck around tree (702 and 212)
ACTION REQUIRED: Repair or remove deck around tree - unstable - hand or foot pinch hazard
CORRECTION CODE "M"
 Violation cleared on 2/13/2015*

- 504 Ventilation system is in operable condition. *D. Remole - LOCATION: 401
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"
 Violation cleared on 2/13/2015*

- 505 Plumbing condition. *D. Remole - LOCATION: 110,112,113,105,101, 213, 212, 301, 302, 304, 316, 405, 701, and 702.
ACTION REQUIRED: Repair drinking fountains - Classroom sink are
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: 110,105, 213, 212, 304, 316, 701, and 702.
ACTION REQUIRED: Repair drinking fountains - Classroom sink are
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: 105, 316
ACTION REQUIRED: Repair drinking fountains - Classroom sink are
CORRECTION CODE: "M"

506 Electrical systems meet safety requirements.

*D. Remole - LOCATION: Bathroom 105
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"*

 **Violation cleared on 2/13/2015**

507 Facility Maintenance Other

*D. Remole - LOCATION: Roof
ACTION REQUIRED: remove plants growing on roof
CORRECTION CODE: "M"*

*LOCATION: Thru-out
ACTION REQUIRED: Roof leak - replace ceiling tile
CORRECTION CODE: "M"*

 **Violation cleared on 2/13/2015**

600 General Safety

609 General Safety Other

*D. Remole - LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave in Use"
CORRECTION CODE: "O"*

Reinspection #1 Comments: LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave in Use"
CORRECTION CODE: "O"

 **Violation cleared on 5/13/2015**

700 Sanitation & Health

710 Sanitation & Health Other

*P. Copeman, District Official - LOCATION: clinic
ACTION REQUIRED: lower hot water from 120°F to 110°F
CORRECTION CODE: "M"*

 **Violation cleared on 2/13/2015**

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

15.7.3.3 Inspection of Door Openings.

Inspector Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

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Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2) (c)

District Official- Peter Copeman
Local Official- John Duran

Inspector:



Scott Ganger
2/13/2015

Company Representative:



R McGriff
5/13/2015

Inspector:



Scott Ganger
5/13/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967

Firesafety or Safety and Sanitation
564-5020

Occupant Name:	Fellsmere Elementary	Inspection Date:	10/2/2014, 1/26/2015, 5/4/2015
Address:	50 North Cypress Street	Inspection Type:	Annual: Firesafety, Casualty & Sanitation
City:	Fellsmere	Inspected By:	Peter Copeman, District Official 772-564-5021 Scott Ganger 564-5026 Darrell Remole 564-5023

Occupant Type: Elementary school, including kindergarten
Occupant Number: FISH: 00008
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

200 MEANS OF EGRESS

- 210 EXIT ACCESS NOT MAINTAINED

P. Copeman, District Official - LOCATION: 502
ACTION REQUIRED: Clear path, 36"minimum
CORRECTION CODE: "O"

 **Violation cleared on 1/26/2015**

300 PROTECTION

- 301 UNPROTECTED VERTICAL OPENING

P. Copeman, District Official - LOCATION: 618
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"

 **Violation cleared on 1/26/2015**

500 EXTINGUISHMENT

- 511 SPRINKLER HEAD WRENCH MISSING OR WRONG TYPE

P. Copeman, District Official - LOCATION: 9-124
ACTION REQUIRED: add wrench
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 9-104
ACTION REQUIRED: add wrench
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: 9-104
ACTION REQUIRED: add wrench
CORRECTION CODE: "M"

- 517 SPRINKLER SYSTEM NOT INSPECTED/TAGGED

P. Copeman, District Official - LOCATION: buildings 9
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: buildings 9
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"

 **Violation cleared on 5/4/2015**

600 SPECIAL PROVISIONS

- 699 SPECIAL PROVISIONS OTHER

P. Copeman, District Official - LOCATION: 406, 719
ACTION REQUIRED: store flammable liquid in proper cabinet
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: 406, 719
ACTION REQUIRED: store flammable liquid in proper cabinet
CORRECTION CODE: "O"

 **Violation cleared on 5/4/2015**

800 UTILITIES

- 803 EXTENSION CORD NOT RATED FOR USE

P. Copeman, District Official - LOCATION: 502, 511, 9-101
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"

INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

Reinspection #1 Comments: LOCATION: 502, 511
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"

INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

Reinspection #2 Comments: LOCATION: 511

ACTION REQUIRED: Remove cord or cube extension from use

CORRECTION CODE: "O"

INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

804 IMPROPER USE OF MULTISTRIP/EXTEN CORDS

P. Copeman, District Official - LOCATION: 402

ACTION REQUIRED: Remove surge to surge connection
CORRECTION CODE: "O"

INSPECTORS COMMENTS: Daisy chain of units is not allowed. These devices are available in many lengths to gain access to a receptacle.

Reinspection #1 Comments: LOCATION: 402

ACTION REQUIRED: Remove surge to surge connection
CORRECTION CODE: "O"

INSPECTORS COMMENTS: Daisy chain of units is not allowed. These devices are available in many lengths to gain access to a receptacle.

 **Violation cleared on 5/4/2015**

808 IMPROPER STORAGE IN ELECT/MECH ROOMS

P. Copeman, District Official - LOCATION: 216

CORRECTION CODE: "O"

Only AC Filters are allowed to be stored in the mechanical rooms

 **Violation cleared on 1/26/2015**

809 OPEN ELECTRICAL JUNCTION BOX

P. Copeman, District Official - LOCATION: 216 main panel

ACTION REQUIRED: add KO seals to side of cabinet
CORRECTION CODE: "M"

 **Violation cleared on 1/26/2015**

1000 ELEVATOR/ESCALATOR/ETC.

1002 ELEVATOR SERVICE RECORD NOT MAINTAINED

P. Copeman, District Official - LOCATION: building 9

ACTION REQUIRED: Call for service
CORRECTION CODE: "M"

 **Violation cleared on 1/26/2015**

1200 OPERATING FEATURES

1201 FIRE DRILLS CONDUCTED AS REQUIRED.

P. Copeman, District Official - **ACTION REQUIRED:** Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.

CORRECTION CODE: "O"

 **Violation cleared on 1/26/2015**

1300 OUTSIDE STRUCTURE

1308 BLDG ADDRESS/I.D. NOT PRESENT/VISIBLE

P. Copeman, District Official - LOCATION: New sign

ACTION REQUIRED: add address to sign
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: New sign
ACTION REQUIRED: add address to sign
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: New sign
ACTION REQUIRED: Add address to sign
CORRECTION CODE: "M"

Pass Fail N/A

Safety and Sanitation Codes 2014

Floor 1

100 Security and Access

108 Exterior door is operable and does not allow unauthorized access.

*S. Ganger - LOCATION: North west stage exterior exit
ACTION REQUIRED: Door does not close or latch, repair
CORRECTION CODE: "M"*

 **Violation cleared on 1/26/2015**

110 Security and Access Other

*D. Remole - LOCATION: All classrooms
ACTION REQUIRED: All classrooms are required to be locked
CORRECTION CODE: "O"*

Reinspection #1 Comments: LOCATION: All classrooms
ACTION REQUIRED: All classrooms are required to be locked
CORRECTION CODE: "O"

 **Violation cleared on 5/4/2015**

300 Hazardous Materials

302 Chemical containers are labeled and identified.

*D. Remole - LOCATION: 506
ACTION REQUIRED: Label containers with contents name or description.
CORRECTION CODE: "O"*

*LOCATION: Through-out the school area
ACTION REQUIRED: Label containers with contents name or description.
CORRECTION CODE: "O"*

 **Violation cleared on 1/26/2015**

400 Doors, Walks, and Surfaces

405 Stairways and ramps are unobstructed with no trip slip hazards.

*D. Remole - LOCATION: At the New building main double doors entrance
ACTION REQUIRED: Trip hazard - replace the black mat in front of doors
CORRECTION CODE: "M"*

*LOCATION: 9-102
ACTION REQUIRED: Electrical cords - Trip hazard
CORRECTION CODE: "M"*

 **Violation cleared on 1/26/2015**

410 Door, Walks and Surfaces Other

*D. Remole - LOCATION: room 716 inside of room 713
ACTION REQUIRED: window seal missing
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: 713
ACTION REQUIRED: window seal missing
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: 713
ACTION REQUIRED: Baseboard window seal missing
CORRECTION CODE "M"

500 Facility Maintenance

- 501 Structure, fixtures and materials are in good condition.

D. Remole - LOCATION: 507
ACTION REQUIRED: replace missing light cover
CORRECTION CODE "M"

LOCATION: playground
ACTION REQUIRED: Repair or replace playground that has been yellow taped
CORRECTION CODE "M"

LOCATION: 318
ACTION REQUIRED: missing light cover
*CORRECTION CODE "M"**S. Ganger - LOCATION: Room 502 bath. &.504 bath*
ACTION REQUIRED: Repair rusty Jambs
CORRECTION CODE "M"

LOCATION: outside left of storage 224
ACTION REQUIRED: grout around electric switch plate
CORRECTION CODE "M"

LOCATION: 511 bath & entry 722 bath
ACTION REQUIRED: Repair Lens cover
CORRECTION CODE "M"

LOCATION: 713 practice room
ACTION REQUIRED: Repair ceiling around vents
CORRECTION CODE "M"

Reinspection #1 Comments: LOCATION: 507
ACTION REQUIRED: Replace missing light cover. R
CORRECTION CODE "M"

Reinspection #2 Comments: LOCATION: 713 practice room
ACTION REQUIRED: Repair ceiling around vents
CORRECTION CODE "M"

Reinspection #3 Comments: LOCATION: 713 practice room
ACTION REQUIRED: Repair ceiling around vents
CORRECTION CODE "M"

- 510 Building envelope shall be maintained in good condition

S. Ganger - LOCATION: front walkway Left (south side All Walkway covers and basketball courts
ACTION REQUIRED: Remove debris from rain gutters SREF5(7)(c)
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: front walkway, All walkway covers and basketball courts
ACTION REQUIRED: Remove debris from rain gutters SREF5(7)(c)
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Basketball courts

ACTION REQUIRED: Remove debris from rain gutters SREF5(7)(c)

CORRECTION CODE: "M"

600 General Safety

609 General Safety Other

D. Remole - LOCATION: MAIN entrance sign (No trespassing sign)

ACTION REQUIRED: Relocate sign to 80" above main walkway to school entrance

CORRECTION CODE:M

✓ **Violation cleared on 1/26/2015**

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 7 Means of Egress

7.2.1.15.2 Excerpt: Fire-rated door assemblies shall be inspected and tested in...

Inspector Comments:

Reinspection #1 Comments: 502 has a large fire load. Work on reducing the volume of combustible material in this room.

Reinspection #2 Comments: 502 has a large fire load. Work on reducing the volume of combustible material in this room.

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

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Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman

Local Official- John Duran

Inspector:



Scott Ganger
5/4/2015

Inspector:



History Load
1/26/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or Safety and Sanitation
564-5020

Occupant Name: Freshman Learning Center
Address: 1507 19th Place
City: Vero Beach
Inspection Date: 10/21/2014, 2/6/2015, 5/21/2015
Inspection Type: Annual: Firesafety, Casualty & Sanitation
Inspected By: Peter Copeman, District Official
772-564-5021
Scott Ganger
564-5026
Darrell Remole
564-5023
Occupant Type: High school/junior high school/middle school- sprinklered
Occupant Number: FISH: 00002
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

300 PROTECTION

- 301 UNPROTECTED VERTICAL OPENING *P. Copeman, District Official - LOCATION: 509, 811
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"*

Reinspection #1 Comments: LOCATION: 509A
*ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"*

Reinspection #2 Comments: LOCATION: 509A
*ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"*

500 EXTINGUISHMENT

- 501 FIRE EXTINGUISHER REQUIRES INSPECTION *P. Copeman, District Official - LOCATION: 704, 137
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: 704, 137
*ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"*

Reinspection #2 Comments: LOCATION: 704
*ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"*

- 503 MONTHLY INSPECTION NOT DONE/RECORDED *P. Copeman, District Official - LOCATION: all
ACTION REQUIRED: Conduct monthly inspection and sign tag
CORRECTION CODE: "O"*
- Reinspection #1 Comments:** LOCATION: all
ACTION REQUIRED: Conduct monthly inspection and sign tag
CORRECTION CODE: "O"
-  **Violation cleared on 5/21/2015**
- 508 INADEQUATE CLEARANCE BELOW SPRINK HEAD *P. Copeman, District Official - LOCATION: 719
ACTION REQUIRED: Maintain 18 inch clearance below head above can rack
CORRECTION CODE: "O"*
-  **Violation cleared on 2/6/2015**
- 599 SPRINKLER OTHER *P. Copeman, District Official - LOCATION: front and rear hallways
ACTION REQUIRED: clean sprinklers
CORRECTION CODE: "M"*
- LOCATION: office and cafeteria
ACTION REQUIRED: obstruction to sprinkler pattern discharge, call inspector for more information
CORRECTION CODE: "C"
- Reinspection #1 Comments:** LOCATION: front and rear hallways
ACTION REQUIRED: clean sprinklers
CORRECTION CODE: "M"
- LOCATION: office and cafeteria
ACTION REQUIRED: obstruction to sprinkler pattern discharge, call inspector for more information
CORRECTION CODE: "C"
- Reinspection #2 Comments:** LOCATION: office and cafeteria
ACTION REQUIRED: obstruction to sprinkler pattern discharge, call inspector for more information
CORRECTION CODE: "C"
- 600 SPECIAL PROVISIONS**
- 699 SPECIAL PROVISIONS OTHER *P. Copeman, District Official - LOCATION: 710
ACTION REQUIRED: store flammable liquid in proper room or cabinet
CORRECTION CODE: "O"*
- Reinspection #1 Comments:** LOCATION: 710
ACTION REQUIRED: store flammable liquid in proper room or cabinet(Clear Blue)
CORRECTION CODE: "O"
-  **Violation cleared on 5/21/2015**
- 1200 OPERATING FEATURES**
- 1201 FIRE DRILLS CONDUCTED AS REQUIRED. *P. Copeman, District Official - ACTION REQUIRED: Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.
CORRECTION CODE: "O"*

Although this facility may be on track, with the required number of drills, this category will not be cleared until the end of the school year.

✓ **Violation cleared on 2/6/2015**

- 1205 FIRE EVACUATION PLAN(S) NOT POSTED

*P. Copeman, District Official - LOCATION: 800 wing, weight room
ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.
CORRECTION CODE: "O"*

Reinspection #1 Comments: LOCATION: 800 wing, weight room
ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.
CORRECTION CODE: "O"

Reinspection #2 Comments: LOCATION: weight room
ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.
CORRECTION CODE: "O"

Pass Fail N/A

Safety and Sanitation Codes 2014

Floor 1

100 Security and Access

- 108 Exterior door is operable and does not allow unauthorized access.

*D. Remole - LOCATION: 617, 800 rear door, 703, 704, 401, 422, south-west gym door, 615.
ACTION REQUIRED: Classroom doors are required to be locked.
CORRECTION CODE: "M"*

✓ **Violation cleared on 2/6/2015**

300 Hazardous Materials

- 302 Chemical containers are labeled and identified.

*D. Remole - LOCATION: 812
ACTION REQUIRED: Label containers with contents name or description.
CORRECTION CODE: "O/M"*

✓ **Violation cleared on 2/6/2015**

400 Doors, Walks, and Surfaces

- 401 Walking surface is even and with no trip and slip hazards.

*D. Remole - LOCATION: 811
ACTION REQUIRED: fan cords on floor - trip hazard
CORRECTION CODE: "O"*

✓ **Violation cleared on 2/6/2015**

- 405 Stairways and ramps are unobstructed with no trip slip hazards.

*D. Remole - LOCATION: Both Mezzanine areas
ACTION REQUIRED: paint yellow paint on the floor at the top of the ladder - trip hazard
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: Both Mezzanine areas
ACTION REQUIRED: paint yellow paint on the floor at the top of the ladder - trip hazard
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Both Mezzanine areas
ACTION REQUIRED: paint yellow paint on the floor at the top of the ladder - trip hazard
CORRECTION CODE: "M"

410 Door, Walks and Surfaces
Other

D. Remole - LOCATION: 811
ACTION REQUIRED: Classroom door blocked - remove two
electrical fans from the doorway
CORRECTION CODE "O"

 **Violation cleared on 2/6/2015**

500 Facility Maintenance

501 Structure, fixtures and
materials are in good condition.

D. Remole - LOCATION: Roof area
ACTION REQUIRED: Remove plants from roof area
CORRECTION CODE "M"

Reinspection #1 Comments: LOCATION: Roof area
ACTION REQUIRED: Remove plants from roof area
CORRECTION CODE "M"

 **Violation cleared on 5/21/2015**

505 Plumbing condition.

S. Ganger - LOCATION: Men's bath room @ 400 wing
ACTION REQUIRED: All Metering Faucets shall remain open for 10
seconds minimum
ADA 606.4
CORRECTION CODE "M"

D. Remole - LOCATION: Hallway 500, across 702, main hallway by
Mezzanine door
ACTION REQUIRED: Repair drinking fountains (code:10-602.6)
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Men's bath room @
400 wing
ACTION REQUIRED: All Metering Faucets shall remain open for 10
seconds minimum
ADA 606.4
CORRECTION CODE "M"

Reinspection #2 Comments: LOCATION: Hallway 500, across
702,
ACTION REQUIRED: Repair drinking fountains (code:10-602.6)
CORRECTION CODE: "M"

Reinspection #3 Comments:
LOCATION: Men's bath room @ 400 wing
ACTION REQUIRED: All Metering Faucets shall remain open for 10
seconds minimum
ADA 606.4
CORRECTION CODE "M"

506 Electrical systems meet safety
requirements.

D. Remole - LOCATION: 410
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 410
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: 410
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

- 507 Facility Maintenance Other *S. Ganger - LOCATION: outside of Clinic, room 504 & north mezzanine roof hatch
ACTION REQUIRED: Repair leaking roof
CORRECTION CODE: "M"*
- Reinspection #2 Comments:** *LOCATION: outside of Clinic, room 504 & north mezzanine roof hatch
ACTION REQUIRED: Repair leaking roof
CORRECTION CODE: "M"*
- 508 OSHA equipment regulations
- 600 General Safety**
- 609 General Safety Other *S. Ganger - LOCATION: 400 wing east exit
ACTION REQUIRED: replace buckled rug to prevent tripping hazard
CORRECTION CODE: "M"*

*D. Remole - LOCATION: Weight Room
ACTION REQUIRED: Repair or remove broken mirror on the wall
CORRECTION CODE: "M"*

*LOCATION: Weight Room
ACTION REQUIRED: Replace or repair pads on weight equipment
CORRECTION CODE: "O / M"*

Reinspection #1 Comments: *LOCATION: Weight Room
ACTION REQUIRED: Replace or repair pads on weight equipment
CORRECTION CODE: "O / M"*

Reinspection #3 Comments: *LOCATION: Weight Room
ACTION REQUIRED: Replace or repair pads on weight equipment
CORRECTION CODE: "O / M"*

Reinspection #4 Comments: *LOCATION: Weight Room
ACTION REQUIRED: Replace or repair pads on weight equipment
CORRECTION CODE: "O / M"*

700 Sanitation & Health

- 707 Sanitary and shower areas are clean, accessible and in good repair. *D. Remole - LOCATION: 302 (GYM)
ACTION REQUIRED: Clean boys locker room showers
CORRECTION CODE: "M"*

 **Violation cleared on 2/6/2015**

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

- 15.7.3.3 Inspection of Door Openings.

*P. Copeman, District Official - LOCATION: Cafeteria doors by 500 wing
ACTION REQUIRED: repair fire door latch
CORRECTION CODE: "M"*

Reinspection #1 Comments: *LOCATION: Cafeteria doors by 500 wing
ACTION REQUIRED: repair fire door latch
CORRECTION CODE: "M"*

 **Violation cleared on 5/21/2015**

Inspector Comments:

S. Ganger: NO STATE FLAG DISPLAYED

2014 Florida Statutes

256.032 Display of state flag at public schools. "The state flag shall be displayed at a suitable place and in the appropriate manner on the grounds of each elementary and secondary public school. The school boards shall furnish flags whenever necessary.

Inspector Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

ALL VIOLATIONS MUST BE CORRECTED.

An authorized representative of the Indian River School District has observed the above noted violations of the Florida Fire Prevention Code or SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman

Local Official- John Duran

Inspector:



Scott Ganger
2/6/2015

Inspector:



Scott Ganger
5/21/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967

Firesafety or Safety and Sanitation

564-5020

Occupant Name: Gifford Middle School
Address: 4530 28th Court
City: Vero Beach

Inspection Date: 10/16/2014, 2/13/2015, 5/14/2015
Inspection Type: Annual: Firesafety, Casualty & Sanitation
Inspected By: Peter Copeman, District Official
772-564-5021
Darrell Remole
564-5023

Occupant Type: High school/junior high school/middle school- sprinklered

Occupant Number: FISH: 00006

Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

200 MEANS OF EGRESS

204 EMERG LIGHTS NOT OPERATIONAL

*P. Copeman, District Official - LOCATION: office bathroom, 107, 101, 204, 200 hall, 309, 1004, 406
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

***Reinspection #1 Comments:** LOCATION: office bathroom, , 309, 1004,
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

 **Violation cleared on 5/14/2015**

299 MEANS OF EGRESS OTHER

*P. Copeman, District Official - LOCATION: 106
ACTION REQUIRED: Door latch needs servicing
CORRECTION CODE: "M"*

 **Violation cleared on 2/13/2015**

300 PROTECTION

301 UNPROTECTED VERTICAL OPENING

*P. Copeman, District Official - LOCATION: 1005B
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"*

 **Violation cleared on 2/13/2015**

400 FIRE ALARM

407 FACP INDICATES TROUBLE CONDITION

*P. Copeman, District Official - LOCATION: office
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"*

***Reinspection #1 Comments:** LOCATION: office
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"*

 **Violation cleared on 5/14/2015**

500 EXTINGUISHMENT

501 FIRE EXTINGUISHER REQUIRES INSPECTION

*P. Copeman, District Official - LOCATION: 406, boys locker, gym water heater room
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"*

***Reinspection #1 Comments:** LOCATION: 406
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"*

 **Violation cleared on 5/14/2015**

502 PORTABLE EXTINGUISHER IMPROPERLY MOUNTED *P. Copeman, District Official - LOCATION: kitchen
ACTION REQUIRED: Properly mount K-class extinguisher in a clear area no more that 5ft above floor or less than 4 inches.
CORRECTION CODE: "M"*

 **Violation cleared on 2/13/2015**

503 MONTHLY INSPECTION NOT DONE/RECORDED *P. Copeman, District Official - LOCATION: all
ACTION REQUIRED: Conduct monthly inspection and sign tag
CORRECTION CODE: "O"*

 **Violation cleared on 2/13/2015**

800 UTILITIES

803 EXTENSION CORD NOT RATED FOR USE *P. Copeman, District Official - LOCATION: 103, 1113
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"*

INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

 **Violation cleared on 2/13/2015**

804 IMPROPER USE OF MULTISTRIP/EXTEN CORDS *P. Copeman, District Official - LOCATION: 1112
ACTION REQUIRED: Remove surge to surge connection
CORRECTION CODE: "O"*

INSPECTORS COMMENTS: Daisy chain of units is not allowed. These devices are available in many lengths to gain access to a receptacle.

 **Violation cleared on 2/13/2015**

900 HVAC

901 IMPROPER STORAGE *P. Copeman, District Official - LOCATION: 721
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms*

Reinspection #1 Comments: LOCATION: 721
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms

 **Violation cleared on 5/14/2015**

999 HVAC OTHER *P. Copeman, District Official - LOCATION: N
ACTION REQUIRED: correct dryer hose
CORRECTION CODE:M*

 **Violation cleared on 2/13/2015**

1200 OPERATING FEATURES

1201 FIRE DRILLS CONDUCTED AS REQUIRED. *P. Copeman, District Official - ACTION REQUIRED: Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.
CORRECTION CODE: "O"*

Although this facility may be on track, with the required number of drills, this category will not be cleared until the end of the school year.

 **Violation cleared on 2/13/2015**

Safety and Sanitation Codes 2014

Floor 1

100 Security and Access

- 108 Exterior door is operable and does not allow unauthorized access. *D. Remole - LOCATION: 1005
ACTION REQUIRED: Door does not close or latch, repair
CORRECTION CODE: "M"*
✓ Violation cleared on 2/13/2015

300 Hazardous Materials

- 302 Chemical containers are labeled and identified. *D. Remole - LOCATION: 1131
ACTION REQUIRED: Label containers with contents name or description.
CORRECTION CODE: "M"*
✓ Violation cleared on 2/13/2015

400 Doors, Walks, and Surfaces

- 401 Walking surface is even and with no trip and slip hazards. *D. Remole - LOCATION: 110
ACTION REQUIRED: cover or remove electrical cords in the walk path by teacher desk
CORRECTION CODE: "O"*
✓ Violation cleared on 2/13/2015

500 Facility Maintenance

- 501 Structure, fixtures and materials are in good condition. *D. Remole - LOCATION: 102 Back door
ACTION REQUIRED: repair broken concrete pad
CORRECTION CODE "M"*
✓ Violation cleared on 2/13/2015
- 504 Ventilation system is in operable condition. *D. Remole - LOCATION: 107, 807A, 208, 1307A, 1105, 1119, boys' bathroom, locker room.
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"*
✓ Violation cleared on 2/13/2015
- 505 Plumbing condition. *D. Remole - LOCATION: By staff bathroom (511), 1116.
ACTION REQUIRED: Repair drinking fountains 10-602.6
CORRECTION CODE: "M"*

LOCATION: 1300
*ACTION REQUIRED: Clean bathrooms at least once per day
CORRECTION CODE "M"*

LOCATION: 1310
*ACTION REQUIRED: Repair drinking fountains (10-606.4)
CORRECTION CODE: "M"*

LOCATION: 1206
*ACTION REQUIRED: Repair water leak on water heater tank
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: 1206
*ACTION REQUIRED: Repair water leak on water heater tank
CORRECTION CODE: "M"*

✓ Violation cleared on 5/14/2015

507 Facility Maintenance Other *D. Remole - LOCATION: School roof
ACTION REQUIRED: remove plants from roof area
CORRECTION CODE: "M"*

 **Violation cleared on 2/13/2015**

508 OSHA equipment regulations *D. Remole - LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave in Use" (OSHA 1910.97)
CORRECTION CODE: "O"*

LOCATION: 401, 402, 403, 404, 405, 406, and 1310.
*ACTION REQUIRED: Clean eyewash station and sign monthly inspection card 1910.151
CORRECTION CODE: "M"*

 **Violation cleared on 2/13/2015**

600 General Safety

609 General Safety Other

*D. Remole - LOCATION: Stage Area and other closets
ACTION REQUIRED: ladders are not secured (OSHA 1926.450 (d) (10)
CORRECTION CODE: "M"*

LOCATION: Outside wall - GYM
*ACTION REQUIRED: remove or cover with a protective cage over the pull-up bars
CORRECTION CODE: "O"*

LOCATION: 408C
*ACTION REQUIRED: secure selves to the wall - to prevent tip over
CORRECTION CODE: "M"*

LOCATION: 311
*ACTION REQUIRED: remove (9) nine storage containers out of classroom into storage room area
CORRECTION CODE: "O"*

 **Violation cleared on 2/13/2015**

700 Sanitation & Health

702 Food is protected from spoilage and contamination.

*D. Remole - LOCATION: Juice Alive machine
ACTION REQUIRED: fruit juice should be remove and clean after daily use.
CORRECTION CODE: "O"*

 **Violation cleared on 2/13/2015**

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

15.7.3.3 Inspection of Door Openings.

Inspector Comments:

P. Copeman, District Official: Room 201 has multiple strands of lights that while plugged in properly are still laying on materials that are combustible. For example, one strand is wrapped around a fake tree with real Spanish moss draped over it. Remove the vegetation

and other textiles and make sure to turn off lights when not in room.

Reinspection #2 Comments: Inspector will Reinspect 10/8/2015

Inspector Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

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Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman

Local Official- John Duran

Inspector:



Scott Ganger
2/13/2015

Company Representative:



D Tappen
5/14/2015

Inspector:



Scott Ganger
5/14/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967

Firesafety or **Safety and Sanitation**

564-5020

Occupant Name: Glendale Elementary
Address: 4940 8th Street
City: Vero Beach

Inspection Date: 10/28/2014, 2/13/2015, 5/19/2015
Inspection Type: Annual: Firesafety, Casualty & Sanitation
Inspected By: Peter Copeman, District Official
772-564-5021

Occupant Type: Elementary school, including kindergarten
Occupant Number: FISH: 00017
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

200 MEANS OF EGRESS

299 MEANS OF EGRESS OTHER

*P. Copeman, District Official - LOCATION: 809
ACTION REQUIRED: Door latch needs servicing
CORRECTION CODE: "M"*

 **Violation cleared on 2/13/2015**

300 PROTECTION

301 UNPROTECTED VERTICAL OPENING

*P. Copeman, District Official - LOCATION: 315, 510, 512
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"*

 **Violation cleared on 2/13/2015**

303 INADEQUATE FIRE RESISTANCE

*P. Copeman, District Official - LOCATION: 306, 307
ACTION REQUIRED: reinstall latches on fire doors
CORRECTION CODE: "M"
SERIOUS LIFE SAFETY VIOLATION*

Reinspection #1 Comments: LOCATION: 306, 307
*ACTION REQUIRED: reinstall latches on fire doors
CORRECTION CODE: "M"
serious life safety violation*

 **Violation cleared on 5/19/2015**

500 EXTINGUISHMENT

501 FIRE EXTINGUISHER REQUIRES INSPECTION

*P. Copeman, District Official - LOCATION: Flammable storage, Chiller yard
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: Electric / mechanical 221
*ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"*

Reinspection #2 Comments: LOCATION: Electric / mechanical 221
*ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"*

800 UTILITIES

803 EXTENSION CORD NOT RATED FOR USE

*P. Copeman, District Official - LOCATION: 611
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable*

Reinspection #1 Comments: LOCATION: 611
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

Reinspection #2 Comments: LOCATION: 611
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

900 HVAC

901 IMPROPER STORAGE

P. Copeman, District Official - LOCATION: 404
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms

Reinspection #1 Comments: LOCATION: 404
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms

Reinspection #2 Comments: LOCATION: 404
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms

Pass Fail N/A

Safety and Sanitation Codes 2014

Floor 1

500 Facility Maintenance

502 Interior rooms/spaces have the proper identification and signage.

S. Ganger - LOCATION: Mechanical 221
ACTION REQUIRED: Install proper room number
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Mechanical 221
ACTION REQUIRED: Install proper room number
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Mechanical 221
ACTION REQUIRED: Install proper room number
CORRECTION CODE: "M"

504 Ventilation system is in operable condition.

S. Ganger - LOCATION: 800 wing & all thou out
ACTION REQUIRED: Bathroom vent not working, repair clean off dust
CORRECTION CODE: "M"

 **Violation cleared on 2/13/2015**

505 Plumbing is in good condition.

S. Ganger - LOCATION: 613, 611, 604, 705, 802, 803
ACTION REQUIRED: Adjust drinking fountains Water Spout to produce a flow of 4 inches high Minimum ADA 602.6
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 614, 611, 604, 705, 802, 803
ACTION REQUIRED: Adjust drinking fountains
Water Spout to produce a flow of 4 inches high Minimum ADA 602.6
CORRECTION CODE: "M"

Reinspection #2 Comments:

 **Violation cleared on 5/19/2015**

506 Electrical systems meet safety requirements.

S. Ganger - LOCATION: 610
ACTION REQUIRED: Replace broken or missing fixture lens on A/C controls
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 610
ACTION REQUIRED: Replace broken or missing fixture lens on A/C controls
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: 610
ACTION REQUIRED: Replace broken or missing fixture lens on A/C controls
CORRECTION CODE: "M"

507 Facility Maintenance Other

S. Ganger - LOCATION: 303, 208,
ACTION REQUIRED: Repair roof water stains on ceiling tile
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 208,
ACTION REQUIRED: Repair roof water stains on ceiling tile
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: 208,
ACTION REQUIRED: Repair roof water stains on ceiling tile
CORRECTION CODE: "M"

510 Building envelope shall be maintained in good condition

S. Ganger - LOCATION: East and west entry on top of covered walk way
ACTION REQUIRED: Remove debris from rain gutters
SREF5(7)(c)
CORRECTION CODE: "M"

LOCATION: Building H / chiller
ACTION REQUIRED: Remove debris (vines) from walls & gutters
SREF5(7)(c)
CORRECTION CODE: "M"

LOCATION: 813
ACTION REQUIRED: Repair door lock
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: East and west entry on top of covered walk way
ACTION REQUIRED: Remove debris from rain gutters
SREF5(7)(c)
CORRECTION CODE: "M"

LOCATION: Building H / chiller
ACTION REQUIRED: Remove debris (vines) from walls & gutters
SREF5(7)(c)

CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: East and west entry on top of covered walk way

ACTION REQUIRED: Remove debris from rain gutters

SREF5(7)(c)

CORRECTION CODE: "M"

LOCATION: Building H / chiller

ACTION REQUIRED: Remove debris (vines) from walls & gutters

SREF5(7)(c)

CORRECTION CODE: "M"

600 General Safety

- 605 Kiln room vents to outside and is separate from K-3 classroom.

S. Ganger - LOCATION: 502 Kiln room door

ACTION REQUIRED: Equipment in room will not allow door to close for separation of rooms.

CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: 502 Kiln room door

ACTION REQUIRED: Equipment in room will not allow door to close for separation of rooms.

CORRECTION CODE: "O"

✓ **Violation cleared on 5/19/2015**

700 Sanitation & Health

- 706 Bathrooms and areas prone to odors and fumes are ventilated.

S. Ganger - LOCATION: 600 wing all bath rooms

ACTION REQUIRED: Clean bath room orders

CORRECTION CODE: "M"

✓ **Violation cleared on 2/13/2015**

Inspector Comments:

Reinspection #2 Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

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Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman

Local Official- John Duran

Inspector:



Scott Ganger
2/13/2015

Inspector: 

Peter Copeman, District Official
10/28/2014

Company Representative: 

J Ruble
5/19/2015



Scott Ganger
5/19/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or Safety and Sanitation
564-5020

Occupant Name:	Indian River Academy	Inspection Date:	11/4/2014, 2/3/2015, 5/22/2015
Address:	500 20th Street	Inspection Type:	Annual: Firesafety, Casualty & Sanitation
City:	Vero Beach	Inspected By:	Peter Copeman, District Official 772-564-5021 Scott Ganger 564-5026
Occupant Type:	Elementary school, including kindergarten		
Occupant Number:	FISH: 00018		
Suite:			

Pass Fail N/A

Schedule A Fire Codes
Floor 1

600 SPECIAL PROVISIONS

- 699 SPECIAL PROVISIONS OTHER

*P. Copeman, District Official - LOCATION: 320
ACTION REQUIRED: Store flammable liquids in proper cabinet or room
CORRECTION CODE: "O"*

Reinspection #1 Comments: LOCATION: 320
*ACTION REQUIRED: Store flammable liquids in proper cabinet or room
CORRECTION CODE: "O"*

 **Violation cleared on 5/22/2015**

800 UTILITIES

- 803 EXTENSION CORD NOT RATED FOR USE

*P. Copeman, District Official - LOCATION: slushy machine in cafeteria
ACTION REQUIRED: Remove cube extension from use
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable*

 **Violation cleared on 2/3/2015**

- 808 IMPROPER STORAGE IN ELECT/MECH ROOMS

*P. Copeman, District Official - LOCATION: 102
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms*

 **Violation cleared on 2/3/2015**

- 809 OPEN ELECTRICAL JUNCTION BOX

*P. Copeman, District Official - LOCATION: stage left in ceiling
ACTION REQUIRED: Replace cover
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: stage left in ceiling
*ACTION REQUIRED: Replace cover
CORRECTION CODE: "M"*

 **Violation cleared on 5/22/2015**

- 899 UTILITIES OTHER

*P. Copeman, District Official - LOCATION: slushy machine in cafeteria
ACTION REQUIRED: repair damaged cords
CORRECTION CODE: M*

Reinspection #1 Comments: LOCATION: slushy machine in cafeteria
*ACTION REQUIRED: repair damaged computer cords
CORRECTION CODE: M*


 **Violation cleared on 5/22/2015**

1200 OPERATING FEATURES

- 1201 FIRE DRILLS CONDUCTED AS REQUIRED.

*P. Copeman, District Official - ACTION REQUIRED: Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.
CORRECTION CODE: "O"*

Although this facility may be on track, with the required number of drills, this category will not be cleared until the end of the school year.

 **Violation cleared on 2/3/2015**

Safety and Sanitation Codes 2014

Floor 1

100 Security and Access

- 108 Exterior door is operable and does not allow unauthorized access. *S. Ganger - LOCATION: 702
ACTION REQUIRED: Door does not close or latch, repair
CORRECTION CODE: "M"*

 **Violation cleared on 2/3/2015**

400 Doors, Walks, and Surfaces

- 401 Walking surface is even and with no trip and slip hazards. *S. Ganger - LOCATION: Back door landings of all portables.
ACTION REQUIRED: Repair concrete pad by lifting pad to be level to the bottom of door. The repair that was done made a steep ramp
CORRECTION CODE: "M"*

LOCATION: Front entry walk
*ACTION REQUIRED: Repair uneven sidewalk section by grinding or patching
CORRECTION CODE: "M"*

Reinspection #1 Comments: *Inspection Comments: LOCATION: Back door landings of all portables.
ACTION REQUIRED: Repair concrete pad by lifting pad to be level to the bottom of door. The repair that was done made a steep ramp
CORRECTION CODE: "M"*

Reinspection #2 Comments: *Inspection Comments: LOCATION: Back door landings of all portables.
ACTION REQUIRED: Repair concrete pad by lifting pad to be level to the bottom of door. the repair that was done made a steep ramp
CORRECTION CODE: "M"*

500 Facility Maintenance

- 501 Structure, fixtures and materials are in good condition. *S. Ganger - LOCATION: basketball hard-court cover
ACTION REQUIRED: repair loose steel at west end
CORRECTION CODE "M"*

Reinspection #1 Comments: *LOCATION: basketball hard-court cover
ACTION REQUIRED: repair loose steel at west end
CORRECTION CODE "M"*

 **Violation cleared on 5/22/2015**

- 502 Interior rooms/spaces have the proper identification and signage. *S. Ganger - LOCATION: Mrs. Poncinie room
ACTION REQUIRED: Install proper room number
CORRECTION CODE: "M"*
Reinspection #1 Comments: *LOCATION: Mrs. Poncinie room
ACTION REQUIRED: Install proper room number
CORRECTION CODE: "M"*

 **Violation cleared on 5/22/2015**

- 505 Plumbing condition. *S. Ganger - LOCATION: 213, 714, 713, 711, 706, 606, 613, 610, 611,
ACTION REQUIRED: Adjust drinking fountains
Water Spout to produce a flow of 4 inches high Minimum ADA 602.6
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: 213, 714, 713, 711, 706, 606, 613, 610, 611,
ACTION REQUIRED: Adjust drinking fountains
Water Spout to produce a flow of 4 inches high Minimum ADA 602.6
CORRECTION CODE: "M"

✓ **Violation cleared on 5/22/2015**

- 506 Electrical systems safety requirements.

S. Ganger - LOCATION: Front entry
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Front entry
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

✓ **Violation cleared on 5/22/2015**

- 507 Facility Maintenance Other

S. Ganger - LOCATION: Mrs. Poncinie office
ACTION REQUIRED: Adjust ceiling tile. look like it will fall
CORRECTION CODE: "M"

LOCATION: Fish 400
ACTION REQUIRED: repair base & drywall near door
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Fish 400
ACTION REQUIRED: repair base & drywall near door
CORRECTION CODE: "M"

✓ **Violation cleared on 5/22/2015**

- 508 OSHA equipment regulations

S. Ganger - LOCATION: All eyewash stations
ACTION REQUIRED: Clean eyewash station and sign monthly inspection card 1910.151
CORRECTION CODE: "M"

✓ **Violation cleared on 2/3/2015**

- 509 SREF Site requirements

S. Ganger - LOCATION: Front entry parking & driveway
ACTION REQUIRED: Trim trees for fire dept. access, vertical clearance of 13.5 feet. NFPA 1, 18.2.3.4.1.2
CORRECTION CODE: "M"

✓ **Violation cleared on 2/3/2015**

700 Sanitation & Health

- 706 Bathrooms and areas prone to odors and fumes are ventilated.

S. Ganger - LOCATION: Men 103
ACTION REQUIRED: Clean
CORRECTION CODE: "M"

✓ **Violation cleared on 2/3/2015**

- 707 Sanitary and shower areas are clean, accessible and in good repair.

P. Copeman, District Official - LOCATION: clinic
ACTION REQUIRED: repair shower
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: clinic
ACTION REQUIRED: repair shower
CORRECTION CODE: "M"

✓ **Violation cleared on 5/22/2015**

710 Sanitation & Health Other

*P. Copeman, District Official - LOCATION: clinic
ACTION REQUIRED: provide hot water at 110° F
CORRECTION CODE: "M"*

Reinspection #1 Comments: *LOCATION: clinic
ACTION REQUIRED: provide hot water at 110° F
CORRECTION CODE: "M"*

Reinspection #2 Comments: *LOCATION: clinic
ACTION REQUIRED: provide hot water at 110° F
CORRECTION CODE: "M"
Inspector's comet Water tempter is 131° lower temp to 110° F*

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing
Educational Occupancies

15.7.3.3 Inspection of Door
Openings.

Inspector Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

ALL VIOLATIONS MUST BE CORRECTED.

An authorized representative of the Indian River School District has observed the above noted violations of the Florida Fire Prevention Code or SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2) (c)

District Official- Peter Copeman

Local Official- John Duran

Inspector:



Peter Copeman, District Official
11/4/2014

Inspector:



Scott Ganger
2/3/2015

Company Representative:



Dave Wright
5/22/2015



Inspector:

Scott Ganger
5/22/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or Safety and Sanitation
564-5020

Occupant Name:	Liberty Magnet Elementary	Inspection Date:	10/14/2014, 1/30/2015, 5/4/2015
Address:	6850 81st Street	Inspection Type:	Annual Firesafety, Casualty & Sanitation
City:	Vero Beach	Inspected By:	Peter Copeman, District Official 772-564-5021 Darrell Remole 564-5023

Occupant Type: Elementary school, including kindergarten-sprinklered
Occupant Number: FISH: 00030
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

200 MEANS OF EGRESS

202 EXIT LIGHTS
INOPERABLE NORMAL
MODE

*P. Copeman, District Official - LOCATION: reception by 121
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

*Reinspection #1 Comments: LOCATION: reception by 121
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

 **Violation cleared on 5/4/2015**

300 PROTECTION

399 PROTECTION OTHER

*P. Copeman, District Official - LOCATION: 313
ACTION REQUIRED: store flammable liquid in cabinet
CORRECTION CODE: "O"*

*Reinspection #1 Comments: LOCATION: 313
ACTION REQUIRED: store flammable liquid in cabinet
CORRECTION CODE: "O"*

Reinspection #2 Comments: Inspection Comments: LOCATION:
313

ACTION REQUIRED: store flammable liquid in cabinet
CORRECTION CODE: "O"

500 EXTINGUISHMENT

- 501 FIRE EXTINGUISHER
REQUIRES INSPECTION

P. Copeman, District Official - LOCATION: 630
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 630
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"

 **Violation cleared on 5/4/2015**

- 503 MONTHLY INSPECTION
NOT DONE/RECORDED

P. Copeman, District Official - LOCATION: All
ACTION REQUIRED: Conduct monthly inspection and sign tag
CORRECTION CODE: "O"

 **Violation cleared on 1/30/2015**

800 UTILITIES

- 803 EXTENSION CORD NOT
RATED FOR USE

P. Copeman, District Official - LOCATION: 614, 728, 711, 802
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Extensions cords or devices are not
allowed to replace permanent wiring. Surge protected type devices are
acceptable

Reinspection #1 Comments: LOCATION: 614, 728, 711, 802
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Extensions cords or devices are not
allowed to replace permanent wiring. Surge protected type devices are
acceptable

 **Violation cleared on 5/4/2015**

- 804 IMPROPER USE OF
MULTISTRIP/EXTEN CORDS

P. Copeman, District Official - LOCATION: 504
ACTION REQUIRED: Remove surge to surge connection
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Daisy chain of units is not allowed. These
devices are available in many lengths to gain access to a receptacle.

Reinspection #1 Comments: LOCATION: 504
ACTION REQUIRED: Remove surge to surge connection
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Daisy chain of units is not allowed. These
devices are available in many lengths to gain access to a receptacle.


 **Violation cleared on 5/4/2015**

900 HVAC

- 901 IMPROPER STORAGE

P. Copeman, District Official - LOCATION: 502
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms

Reinspection #1 Comments: LOCATION: 502
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms

 **Violation cleared on 5/4/2015**

1200 OPERATING FEATURES

- 1201 FIRE DRILLS CONDUCTED AS REQUIRED. *P. Copeman, District Official - ACTION REQUIRED: Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year. CORRECTION CODE: "O"*

Although this facility may be on track, with the required number of drills, this category will not be cleared until the end of the school year.

 **Violation cleared on 1/30/2015**

Pass Fail N/A

Safety and Sanitation Codes 2014

Floor 1

100 Security and Access


- 110 Security and Access Other *D. Remole - LOCATION: 416, 417, 418, 605, 610, 611, 607, 614, 625, 626, 706, 707, 711, 717, 718, 722, 728, 729, 905, 907, 910, 911, 914, 919, 925, 926, 923. ACTION REQUIRED: classrooms are required to locked CORRECTION CODE: "O"*

 **Violation cleared on 1/30/2015**

300 Hazardous Materials

- 302 Chemical containers are labeled and identified. *D. Remole - LOCATION: 733 ACTION REQUIRED: Label containers with contents name or description. CORRECTION CODE: "O"*

Reinspection #1 Comments: *LOCATION: 733 ACTION REQUIRED: Label containers with contents name or description. CORRECTION CODE: "O"*

 **Violation cleared on 5/4/2015**

400 Doors, Walks, and Surfaces

- 410 Door, Walks and Surfaces Other *D. Remole - LOCATION: New benches by parent drop off. ACTION REQUIRED: Remove white film developing on benches. CORRECTION CODE "M"*

 **Violation cleared on 1/30/2015**

500 Facility Maintenance

- 501 Structure, fixtures and materials are in good condition. *D. Remole - LOCATION: lift station by 702 ACTION REQUIRED: Enclosed with a fence CORRECTION CODE "M"*

LOCATION: Parking lot sidewalk and sidewalks ACTION REQUIRED: trim trees out of walking space CORRECTION CODE "M"

LOCATION: Thru-out school ACTION REQUIRED: (roof leak) replace water damage ceiling tile. CORRECTION CODE "M"

Reinspection #1 Comments: *Inspection Comments: LOCATION: lift station by 802 ACTION REQUIRED: Enclosed with a fence CORRECTION CODE "M"*

Reinspection #2 Comments: LOCATION: Thru-out school
ACTION REQUIRED: (roof leak) replace water damage ceiling tile.
CORRECTION CODE "M"

Inspection Comments: LOCATION: lift station by 702
ACTION REQUIRED: Enclosed with a fence
CORRECTION CODE "M"

504 Ventilation system is in operable condition.

D. Remole - LOCATION: 726, 727, 917, 918
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 917, 918
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

 **Violation cleared on 5/4/2015**

505 Plumbing condition.

D. Remole - LOCATION: T-110 clinic
ACTION REQUIRED: Lower water temp to 110 degrees Fahrenheit or less
CORRECTION CODE: "M"

LOCATION: Janitor closet - 113
ACTION REQUIRED: repair or replace water heater (leaking and heavy rusted - tank EWH2
CORRECTION CODE "M"

LOCATION: 713, 623, 617, 619, 614, 621, 610, 717, 907, 916, 707, 724, 718.
ACTION REQUIRED: Repair drinking fountains
CORRECTION CODE: "M"

LOCATION: 604, 807, 616, 618, 613, 612, 609, 607, 601, 503, 903, 912, 916, 922, 720, 721, 907, 905, 726, 727, and 909.
ACTION REQUIRED: Repair bathroom faucets (606.4)
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Janitor closet - 113
ACTION REQUIRED: repair or replace water heater (leaking and heavy rusted - tank EWH2
CORRECTION CODE "M"

LOCATION: 713, 623, 617, 619, 614, 621, 610, 717, 907, 916, 707, 724, 718.
ACTION REQUIRED: Repair drinking fountains
CORRECTION CODE: "M"

LOCATION: 604, 807, 616, 618, 613, 612, 609, 607, 601, 503, 903, 912, 916, 922, 720, 721, 907, 905, 726, 727, and 909.
ACTION REQUIRED: Repair bathroom faucets (606.4)
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Janitor closet - 113
ACTION REQUIRED: repair or replace water heater (leaking and heavy rusted - tank EWH2
CORRECTION CODE "M"

506 Electrical systems meet safety requirements.

*D. Remole - LOCATION: south west cover of the hard court
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"*

 **Violation cleared on 1/30/2015**

507 Facility Maintenance Other

*D. Remole - LOCATION: Roof of building
ACTION REQUIRED: Remove plants growing on roof
CORRECTION CODE: "M"*

Reinspection #1 Comments: *LOCATION: Roof of building
ACTION REQUIRED: Remove plants growing on roof
CORRECTION CODE: "M"*

 **Violation cleared on 5/4/2015**

600 General Safety

609 General Safety Other

*D. Remole - LOCATION: Chiller building
ACTION REQUIRED: Remove ladder from blocking the fire pull station
CORRECTION CODE: "M"*

 **Violation cleared on 1/30/2015**

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

15.7.3.3 Inspection of Door Openings.

Inspector Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

ALL VIOLATIONS MUST BE CORRECTED.

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Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman

Local Official- John Duran

Inspector:



Scott Ganger
5/4/2015

Inspector:

Scott Ganger
1/30/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967

Firesafety or Safety and Sanitation
564-5020

Occupant Name:	Osceola Magnet	Inspection Date:	11/3/2014, 2/3/2015, 5/22/2015
Address:	1110 18th Avenue	Inspection Type:	Annual: Firesafety, Casualty & Sanitation
City:	Vero Beach	Inspected By:	Peter Copeman, District Official 772-564-5021 Scott Ganger 564-5026
Occupant Type:	Elementary school, including kindergarten		
Occupant Number:	FISH 00015		
Suite:			

Pass Fail N/A

Schedule A Fire Codes

Floor 1

200 MEANS OF EGRESS

204 EMERG LIGHTS NOT OPERATIONAL

*P. Copeman, District Official - LOCATION: Art room
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

Violation cleared on 2/3/2015

210 EXIT ACCESS NOT MAINTAINED

*P. Copeman, District Official - LOCATION: 610
ACTION REQUIRED: Clear path, 36" minimum
CORRECTION CODE: "O"*

Violation cleared on 2/3/2015

300 PROTECTION


301 UNPROTECTED VERTICAL OPENING

*P. Copeman, District Official - LOCATION: 404, 805
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"*


*LOCATION: 106
ACTION REQUIRED: Repair hole(s)
CORRECTION CODE: "M"*

Violation cleared on 2/3/2015

500 EXTINGUISHMENT


501 FIRE EXTINGUISHER REQUIRES INSPECTION P. Copeman, District Official - LOCATION: 208
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"
 **Violation cleared on 2/3/2015**

502 PORTABLE EXTINGUISHER IMPROPERLY MOUNTED P. Copeman, District Official - LOCATION: 106
ACTION REQUIRED: Properly mount extinguisher in a clear area no more than 5ft above floor or less than 4 inches.
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 106
ACTION REQUIRED: Properly mount extinguisher in a clear area no more than 5ft above floor or less than 4 inches.
CORRECTION CODE: "M"
 **Violation cleared on 5/22/2015**

600 SPECIAL PROVISIONS

699 SPECIAL PROVISIONS OTHER P. Copeman, District Official - LOCATION: 408
ACTION REQUIRED: Move flammable liquid to proper cabinet
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: 408
ACTION REQUIRED: Move flammable liquid to proper cabinet
CORRECTION CODE: "O"
 **Violation cleared on 5/22/2015**


Pass Fail N/A

Safety and Sanitation Codes 2014


Floor 1

100 Security and Access

102 Exposed equipment must be locked and secured. S. Ganger - LOCATION: South 910 mechanical
ACTION REQUIRED: secure gate with lock
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: South 910 mechanical
ACTION REQUIRED: secure gate with lock
CORRECTION CODE: "M"
 **Violation cleared on 5/22/2015**

108 Exterior door is operable and does not allow unauthorized access. S. Ganger - LOCATION: Media center south exit
ACTION REQUIRED: Door closing to fast, repair
CORRECTION CODE: "M"

LOCATION: 510
ACTION REQUIRED: Door does not close or latch, repair door closer
CORRECTION CODE: "M"
 **Violation cleared on 2/3/2015**

500 Facility Maintenance

504 Ventilation system is in operable condition. S. Ganger - LOCATION: 216 A
ACTION REQUIRED: Ventilation system not working properly, ceiling is wet from a/c
CORRECTION CODE: "M"

LOCATION: 710A, 804A
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 710A
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

✓ **Violation cleared on 5/22/2015**

505 Plumbing condition.

S. Ganger - LOCATION: 511, 803, 804, 805, 702, 706, 707, 808, 809, 602, 603, 607, and 609.
ACTION REQUIRED: Adjust drinking fountains. Water Spout to produce a flow of 4 inches high Minimum
ADA 602.6
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 511, 803, 804, 805, 702, 706, 707, 808, 809, 602, 603, 607, and 609.
ACTION REQUIRED: Adjust drinking fountains. Water Spout to produce a flow of 4 inches high Minimum
ADA 602.6
CORRECTION CODE: "M"

✓ **Violation cleared on 5/22/2015**

506 Electrical systems meet safety requirements.

S. Ganger - LOCATION: 411 tool room, 712 teacher planning
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 411 tool room
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

✓ **Violation cleared on 5/22/2015**

509 SREF Site requirements

S. Ganger - LOCATION: North parking Lot
ACTION REQUIRED: Remove dead trees away from parking lot SREF 5.5(2)(a)
CORRECTION CODE: "M"

✓ **Violation cleared on 2/3/2015**

600 General Safety

608 Staff uses personal protective equipment when exposed to hazards.

S. Ganger - LOCATION: 311
ACTION REQUIRED: clean reset dryer
CORRECTION CODE:

✓ **Violation cleared on 2/3/2015**

700 Sanitation & Health

710 Sanitation & Health Other

S. Ganger - LOCATION: Clinic AED, and all thru out school
ACTION REQUIRED: Replace expired AED pads
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Clinic AED, and all thru out school
ACTION REQUIRED: Replace expired AED pads
CORRECTION CODE: "M"

✓ **Violation cleared on 5/22/2015**

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

15.7.3.3 Inspection of Door Openings.

*P. Copeman, District Official - LOCATION: Cafeteria
ACTION REQUIRED: Remove wedges holding fire doors open
CORRECTION CODE: "O"*

*Reinspection #1 Comments: LOCATION: Cafeteria # 303
ACTION REQUIRED: Remove wedges holding fire doors open.
Repair west doors latch does not work
CORRECTION CODE: "O"*

✓ Violation cleared on 5/22/2015

Inspector Comments:

Reinspection #2 Comments: Inspector will return on or after 10/15/15

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M = Maintenance- 60 days

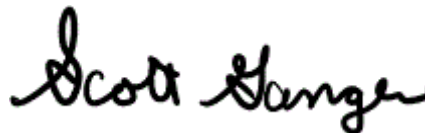
C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman

Local Official- John Duran

Inspector:



Scott Ganger
2/3/2015

Inspector:



Peter Copeman, District Official
11/3/2014

Company Representative:



Dave Wright
5/22/2015



Inspector:

Scott Ganger
5/22/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or Safety and Sanitation
564-5020

Occupant Name:	Oslo Middle School	Inspection Date:	10/31/2014, 2/3/2015, 5/21/2015
Address:	480 20th Avenue	Inspection Type:	Annual: Firesafety, Casualty & Sanitation
City:	Vero Beach	Inspected By:	Peter Copeman, District Official 772-564-5021 Scott Ganger 564-5026 Darrell Remole 564-5023

Occupant Type: High school/junior high school/middle school
Occupant Number: FISH: 00019
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

200 MEANS OF EGRESS

210 EXIT ACCESS NOT MAINTAINED

P. Copeman, District Official - LOCATION: J907, J909, B207, B209

*ACTION REQUIRED: Service escape window
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: J907, J909, B207, B209


*ACTION REQUIRED: Service escape window
CORRECTION CODE: "M"*

Reinspection #2 Comments: LOCATION: J907, J909,

*ACTION REQUIRED: Service escape window
CORRECTION CODE: "M"*


Remove all window covering from emergency exit

500 EXTINGUISHMENT


501 FIRE EXTINGUISHER REQUIRES INSPECTION *P. Copeman, District Official - LOCATION: J913, F628, Central Storage 622
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"*
 **Violation cleared on 2/3/2015**


599 SPRINKLER OTHER *P. Copeman, District Official - LOCATION: F605, Stage
ACTION REQUIRED: Replace missing escutcheon plate
CORRECTION CODE: "M"*
Reinspection #1 Comments: *LOCATION: F605, Stage
ACTION REQUIRED: Replace missing escutcheon plate
CORRECTION CODE: "M"*
Reinspection #2 Comments: *LOCATION: F605, Stage
ACTION REQUIRED: Replace missing escutcheon plate
CORRECTION CODE: "M"*

600 SPECIAL PROVISIONS


699 SPECIAL PROVISIONS OTHER *P. Copeman, District Official - LOCATION: 623
ACTION REQUIRED: Store flammable liquid in proper area or cabinet
CORRECTION CODE: "O"*
 **Violation cleared on 2/3/2015**

800 UTILITIES

803 EXTENSION CORD NOT RATED FOR USE *P. Copeman, District Official - LOCATION: E509. A128
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"*
INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable
 **Violation cleared on 2/3/2015**

807 MISSING/BROKEN RECEPTACLE/FACEPLATE *P. Copeman, District Official - LOCATION: A 105
ACTION REQUIRED: repair receptacle
CORRECTION CODE "M"*
Reinspection #1 Comments: *LOCATION: A 105
ACTION REQUIRED: repair receptacle
CORRECTION CODE "M"*
 **Violation cleared on 5/21/2015**

1200 OPERATING FEATURES

1201 FIRE DRILLS CONDUCTED AS REQUIRED. *P. Copeman, District Official - ACTION REQUIRED: Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.
CORRECTION CODE: "O"*
Although this facility may be on track, with the required number of drills, this category will not be cleared until the end of the school year.
 **Violation cleared on 2/3/2015**

Safety and Sanitation Codes 2014

Floor 1

100 Security and Access

110 Security and Access Other

*D. Remole - LOCATION: J911, G707, B208, 623, G705, 403, D431, B217, B216, B215.
ACTION REQUIRED: Classroom doors are required to be locked when occupied by students.
CORRECTION CODE: "O"*

 **Violation cleared on 2/3/2015**

300 Hazardous Materials

302 Chemical containers are labeled and identified.

*D. Remole - LOCATION: 842, A109.
ACTION REQUIRED: Label containers with contents name or description.
CORRECTION CODE: "O"*

Reinspection #1 Comments: LOCATION: 842
*ACTION REQUIRED: Label containers with contents name or description.
CORRECTION CODE: "O"*

 **Violation cleared on 5/21/2015**

400 Doors, Walks, and Surfaces

410 Door, Walks and Surfaces Other

*D. Remole - LOCATION: J909
ACTION REQUIRED: door lock missing screws - lock is loose on door
CORRECTION CODE "M". S. Ganger - LOCATION: G710
ACTION REQUIRED: adjust door to close properly
CORRECTION CODE "M"*

LOCATION: Building J near j902
*ACTION REQUIRED: Repair ADA exterior opener
CORRECTION CODE "M"*

Reinspection #1 Comments: *Inspection Comments:*
LOCATION: G710
*ACTION REQUIRED: adjust exterior exit door to close properly
CORRECTION CODE "M"*

 **Violation cleared on 5/21/2015**

500 Facility Maintenance

501 Structure, fixtures and materials are in good condition.

*D. Remole - LOCATION: Gym
ACTION REQUIRED: replace missing protective cage over exit sign
CORRECTION CODE "M"*

LOCATION: J927, E517, H835, H830 - Thru-out roof leaks
*ACTION REQUIRED: replace damage ceiling tile and repair leaking roof
CORRECTION CODE "M"*

Reinspection #1 Comments: *Comments:* LOCATION: Gym
*ACTION REQUIRED: replace missing protective cage over exit sign
CORRECTION CODE "M"*

 **Violation cleared on 5/21/2015**

502 Interior rooms/spaces have the proper identification and signage.

S. Ganger - LOCATION: E Building bath rooms and north of cafeteria

ACTION REQUIRED: Install proper room number

CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: E Building bath rooms and north of cafeteria

ACTION REQUIRED: Install proper room number

CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: E Building bath rooms and north of cafeteria

ACTION REQUIRED: Install proper room number

CORRECTION CODE: "M"

504 Ventilation system is in operable condition.

S. Ganger - LOCATION: G708 to cold

ACTION REQUIRED: Ventilation system not working properly, repair

CORRECTION CODE: "M"

 **Violation cleared on 2/3/2015**

505 Plumbing is in good condition.

S. Ganger - LOCATION: G715, J927 hallway

ACTION REQUIRED: Repair drinking fountains

CORRECTION CODE: "M"

LOCATION: J926, G726

ACTION REQUIRED: Clean bathrooms at least once per day

CORRECTION CODE "O"

LOCATION: Boy's locker ADA shower

ACTION REQUIRED: Replace hand shower and lower water temp to 110 degrees Fahrenheit or less

CORRECTION CODE: "M"

LOCATION: G726

ACTION REQUIRED: ADA stall marked out of order, repair

CORRECTION CODE "O"

LOCATION: B226 ADA stall

ACTION REQUIRED: Repair soap dispenser

CORRECTION CODE "O"

D. Remole - LOCATION: A109, C314.

ACTION REQUIRED: repair or replace rusty hot water tank.

CORRECTION CODE: "M"

Reinspection #2 Comments: Comments: LOCATION: G715, J927 hallway

ACTION REQUIRED: Repair drinking fountains

CORRECTION CODE: "M"

LOCATION: B226 ADA stall

ACTION REQUIRED: Repair soap dispenser

CORRECTION CODE "O"

 **Violation cleared on 5/21/2015**

506 Electrical systems meet safety requirements.

 **Violation cleared on 2/3/2015**

507 Facility Maintenance Other

D. Remole - LOCATION: D404, D405, D407, Gym Laundry Room.

ACTION REQUIRED: very poor housekeeping

CORRECTION CODE: "O/M"

LOCATION: Mechanical 327, 328, 320.

ACTION REQUIRED: remove standing water, repair leak, remove the mold

CORRECTION CODE: "M"

 **Violation cleared on 2/3/2015**

508 OSHA equipment regulations

D. Remole - LOCATION: B218, J918, J917, G718, G719, B217, B211, B219, 412, G717.

ACTION REQUIRED: Repair eyewash station

CORRECTION CODE: "M/O"

LOCATION: B218, J918, J919, J917, G718, G719, B217, B211, B219, 412, G717.

ACTION REQUIRED: Clean eyewash station and sign monthly inspection card 1910.151

CORRECTION CODE: "M"

LOCATION: Thru-out school

ACTION REQUIRED: Post signs "Microwave Oven In Use" (OSHA 1910.97)

CORRECTION CODE: "M"

LOCATION: 623

ACTION REQUIRED: Ladders tied / secured when not in use: (OSHA 1926.450 (d)(10))

CORRECTION CODE: "M"

LOCATION: 623 (Delta Bench Grinder)

ACTION REQUIRED: Repair or replace machine guards 1910.212

CORRECTION CODE: "M"

Reinspection #1 Comments: *LOCATION: B218, J918, J917, G718, G719, B217, B211, B219, 412, G717.*

ACTION REQUIRED: Repair eyewash station

CORRECTION CODE: "M/O"

LOCATION: B218, J918, J919, J917, G718, G719, B217, B211, B219, 412, G717.

ACTION REQUIRED: Clean eyewash station and sign monthly inspection card 1910.151

CORRECTION CODE: "M"

LOCATION: Thru-out school

ACTION REQUIRED: Post signs "Microwave Oven In Use" (OSHA 1910.97)

CORRECTION CODE "M"

Reinspection #2 Comments: *LOCATION: B218, J918, J917, G718, G719, B217, B211, B219, 412, G717.*

ACTION REQUIRED: Repair eyewash station

CORRECTION CODE: "M"

covers are missing and chains are tied up.

509 SREF Site requirements

S. Ganger - LOCATION: Front entry parking lot
ACTION REQUIRED: Repair flag pole and rope SREF 5(2)(c)
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Front entry parking lot
ACTION REQUIRED: Repair flag pole and rope SREF 5(2)(c)
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Front entry parking lot
ACTION REQUIRED: Repair flag pole and rope SREF 5(2)(c)
CORRECTION CODE: "M"
Worker # 18988

510 Building envelope shall be maintained in good condition

S. Ganger - LOCATION: J932
ACTION REQUIRED: Clean floor
CORRECTION CODE: "M"

LOCATION: All emergency windows
ACTION REQUIRED: Adjust latch for proper operation
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: All emergency windows
ACTION REQUIRED: Adjust latch for proper operation
CORRECTION CODE: "M"

600 General Safety

609 General Safety Other

D. Remole - LOCATION: Weight Room H830
ACTION REQUIRED: replace or repair pads on weight lifting equipment
CORRECTION CODE: "M"

LOCATION: H814
ACTION REQUIRED: very large floor fans need new protective cage or remove from service.
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Weight Room H830
ACTION REQUIRED: replace or repair pads on weight lifting equipment
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Weight Room H830
ACTION REQUIRED: replace or repair pads on weight lifting equipment
CORRECTION CODE: "M" work order #18985

700 Sanitation & Health

704 Required food service equipment is provided and is in good condition.

D. Remole - LOCATION: cafeteria serving line
ACTION REQUIRED: clean and remove gum under the serving line table.
CORRECTION CODE: "M/O"

Reinspection #1 Comments: LOCATION: cafeteria serving line
ACTION REQUIRED: clean and remove gum under the serving line table.
CORRECTION CODE: "M/O"

 **Violation cleared on 5/21/2015**

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

15.7.3.3 Inspection of Door Openings.

Inspector Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

ALL VIOLATIONS MUST BE CORRECTED.

An authorized representative of the Indian River School District has observed the above noted violations of the Florida Fire Prevention Code or SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

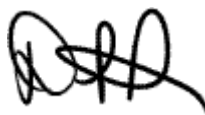
C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman

Local Official- John Duran

Inspector:



Darrell Remole
10/31/2014

Inspector:



Scott Ganger
2/3/2015

Company Representative:



J Sanders
5/21/2015

Inspector:



Scott Ganger
5/21/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or Safety and Sanitation
564-5020

Occupant Name:	Pelican Island Elementary	Inspection Date:	10/7/2014, 1/30/2015, 5/15/2015
Address:	1355 Schuman Drive	Inspection Type:	Annual: Firesafety, Casualty and Sanitation
City:	Sebastian	Inspected By:	Peter Copeman, District Official 772-564-5021 Scott Ganger 564-5026 Darrell Remole 564-5023

Occupant Type: Elementary school, including kindergarten
Occupant Number: FISH: 00009
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

200 MEANS OF EGRESS

204 EMERG LIGHTS NOT OPERATIONAL

*P. Copeman, District Official - LOCATION: FISH 888, FISH 889
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"
INSPECTORS COMMENT: No repairs conducted since portable inspection in July*

 **Violation cleared on 1/30/2015**

300 PROTECTION

301 UNPROTECTED VERTICAL OPENING

*P. Copeman, District Official - LOCATION: 608
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"*

 **Violation cleared on 1/30/2015**

400 FIRE ALARM

405 SMOKE DETECTORS INOPERABLE/MISSING

*P. Copeman, District Official - LOCATION: File room in office
ACTION REQUIRED: Add detector
CORRECTION CODE: "M"*

 **Violation cleared on 1/30/2015**

407 FACP INDICATES TROUBLE CONDITION

*P. Copeman, District Official - LOCATION: main panel
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: main panel

ACTION REQUIRED: Call for service

CORRECTION CODE: "M"

 **Violation cleared on 5/15/2015**

800 UTILITIES

- 803 EXTENSION CORD NOT RATED FOR USE

P. Copeman, District Official - LOCATION: 406, 509

ACTION REQUIRED: Remove cord or cube extension from use

CORRECTION CODE: "O"

INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

Reinspection #1 Comments: LOCATION: 406, 509

ACTION REQUIRED: Remove cord or cube extension from use

CORRECTION CODE: "O"

INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

Reinspection #2 Comments: LOCATION: 509

ACTION REQUIRED: Remove cord or cube extension from use

CORRECTION CODE: "O"

INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

- 804 IMPROPER USE OF MULTISTRIP/EXTEN CORDS

P. Copeman, District Official - LOCATION: 706

ACTION REQUIRED: Remove surge to surge connection

CORRECTION CODE: "O"

INSPECTORS COMMENTS: Daisy chain of units is not allowed. These devices are available in many lengths to gain access to a receptacle.

 **Violation cleared on 1/30/2015**

1200 OPERATING FEATURES

- 1201 FIRE DRILLS CONDUCTED AS REQUIRED.

P. Copeman, District Official - **ACTION REQUIRED:** Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.

CORRECTION CODE: "O"

 **Violation cleared on 1/30/2015**

- 1205 FIRE EVACUATION PLAN(S) NOT POSTED

P. Copeman, District Official - LOCATION: throughout

ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.

CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: throughout

ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.

CORRECTION CODE: "O"

Reinspection #2 Comments: LOCATION: throughout

ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.

CORRECTION CODE: "O"

Safety and Sanitation Codes 2014

Floor 1

100 Security and Access

- 108 Exterior door is operable and does not allow unauthorized access. *D. Remole - LOCATION: 610, 703, 705, 706, 707, 708, 709, 711, 712, 803, 806, 807, 808, 809, and 810, ACTION REQUIRED: Classrooms are required to be locked while occupied by students. CORRECTION CODE: "O"*

*LOCATION: Security Gate by 889 (Portable Unit)
ACTION REQUIRED: Door does not close or latch, repair
CORRECTION CODE: "M"*

*S. Ganger - LOCATION: 709
ACTION REQUIRED: Door does not close or latch, repair NO weather stripping
CORRECTION CODE: "M"*

✓ Violation cleared on 1/30/2015

- 110 Security and Access Other *D. Remole - LOCATION: PE area (Teacher)
ACTION REQUIRED: the teacher should be carrying the 2-way radio - not in the equipment room - out hearing range
CORRECTION CODE: O*

Reinspection #1 Comments: *LOCATION: PE area (Teacher)
ACTION REQUIRED: the teacher should be carrying the 2-way radio - not in the equipment room - out hearing range
CORRECTION CODE: O*

✓ Violation cleared on 5/15/2015

300 Hazardous Materials

- 303 Chemical containers are closed and stored when not in use. *D. Remole - LOCATION: 409 and other storage Rm by 409
ACTION REQUIRED: PROPANE tank and Gasoline container not stored properly - remove from rooms
CORRECTION CODE "O"*

✓ Violation cleared on 1/30/2015

- 306 Hazardous Materials Other
- 400 Doors, Walks, and Surfaces**

- 401 Walking surface is even and with no trip and slip hazards. *P. Copeman, District Official - LOCATION: 600 Wing to Multipurpose sidewalk
ACTION REQUIRED: Repair uneven sidewalk section by grinding or patching
CORRECTION CODE: "M"*

Reinspection #1 Comments: *LOCATION: 600 Wing to Multipurpose sidewalk
ACTION REQUIRED: Repair uneven sidewalk section by grinding or patching
CORRECTION CODE: "M"*

Reinspection #2 Comments: *LOCATION: 600 Wing to Multipurpose sidewalk
ACTION REQUIRED: Repair uneven sidewalk section by grinding or patching
CORRECTION CODE: "M"*

- 410 Door, Walks and Surfaces Other *P. Copeman, District Official - LOCATION: Concretable
ACTION REQUIRED: repair walkway cover
CORRECTION CODE "M"*

S. Ganger - LOCATION: Fish 889
ACTION REQUIRED: door handle loose
CORRECTION CODE "M"

D. Remole - LOCATION: 800
ACTION REQUIRED: Missing room number
CORRECTION CODE "M"

Reinspection #1 Comments: Reinspection #2 Comments:
LOCATION: Concretable
ACTION REQUIRED: repair walkway cover
CORRECTION CODE "M"

LOCATION: 800
ACTION REQUIRED: Missing room number
CORRECTION CODE "M"

500 Facility Maintenance

501 Structure, fixtures and materials are in good condition.

D. Remole - LOCATION: Concrete Units
ACTION REQUIRED: the lawn service / mowing - has damage the side of the concrete Units.
CORRECTION CODE "M"

S. Ganger - LOCATION: Clinic bathroom 206
ACTION REQUIRED: replace rusty Handrail
CORRECTION CODE "M"

 **Violation cleared on 1/30/2015**

502 Interior rooms/spaces have the proper identification and signage.

S. Ganger - LOCATION: outside reloadable Fish 889-891
ACTION REQUIRED: Install proper room number
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: outside reloadable Fish 889-891
ACTION REQUIRED: Install proper room number
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: outside reloadable Fish 889-891
ACTION REQUIRED: Install proper room number
CORRECTION CODE: "M"

504 Ventilation system is in operable condition.

S. Ganger - LOCATION: Fish 891 same issue on 7/15/2014 Inspection
ACTION REQUIRED: A/C Ventilation system not working properly, repair
CORRECTION CODE: "M"
Inspector comments: No CORRECTION since last inspection in July 15 2014

 **Violation cleared on 1/30/2015**

505 Plumbing is in good condition.

S. Ganger - LOCATION: outside of 209 & 1500 room
ACTION REQUIRED: Repair drinking fountains
CORRECTION CODE: "M"

P. Copeman, District Official - LOCATION: Clinic
ACTION REQUIRED: shower temperature 124F, Lower water temp to 110 degrees Fahrenheit or less
CORRECTION CODE: "M"

D. Remole - LOCATION: Building 1500
ACTION REQUIRED: Repair drinking fountains - missing push button cover
CORRECTION CODE: "M"

LOCATION: 607, 608, 609, 707, 709
ACTION REQUIRED: Repair drinking fountains
CORRECTION CODE: "M"

LOCATION: 608, 609, 610, 611
ACTION REQUIRED: Clean bathrooms - strong odor of urine
CORRECTION CODE "M"

Reinspection #1 Comments: ion Comments: LOCATION: 1500 room
ACTION REQUIRED: Repair drinking fountains
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Building 1500
ACTION REQUIRED: Repair drinking fountains - missing push button cover
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Clinic
ACTION REQUIRED: shower temperature 124° F, Lower water temp to 110° F or less
CORRECTION CODE: "M"

Reinspection #3 Comments: ACTION REQUIRED: shower temperature 124° F, Lower water temp to 110° F or less
CORRECTION CODE: "M"

506 Electrical systems meet safety requirements.

S. Ganger - LOCATION: 713
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

 **Violation cleared on 1/30/2015**

507 Facility Maintenance Other

D. Remole - LOCATION: 612
ACTION REQUIRED: Roof leak - repair and replace ceiling tiles
CORRECTION CODE: M

LOCATION: Parent Drop-off
ACTION REQUIRED: Remove plants growing from the cover roof.
CORRECTION CODE: M

 **Violation cleared on 1/30/2015**

508 OSHA equipment regulations

D. Remole - LOCATION: THRU out
ACTION REQUIRED: Microwave -SIGNS
CORRECTION CODE: "0"

Reinspection #1 Comments: LOCATION: THRU out
ACTION REQUIRED: Microwave -SIGNS
CORRECTION CODE: "0"

 **Violation cleared on 5/15/2015**

509 SREF Site requirements

S. Ganger - LOCATION: Fish 889-891 same issue on 7/15/2014 Inspection
ACTION REQUIRED: No Covered Walks SREF 5.14 section 3-a
CORRECTION CODE: "M"

Inspector comments: No CORRECTION since last inspection in July 15 2014

Reinspection #1 Comments: LOCATION: Fish 889-891 same issue on 7/15/2014 Inspection
ACTION REQUIRED: No Covered Walks SREF 5.14 section 3-a
CORRECTION CODE: "M"

Inspector comments: No CORRECTION since last inspection in July 15 2014

 **Violation cleared on 5/15/2015**

 **Violation cleared on 5/15/2015**

- 510 Building envelope shall be maintained in good condition

600 General Safety

- 609 General Safety Other

P. Copeman, District Official - LOCATION: 507
ACTION REQUIRED: remove refrigerator from cart
CORRECTION CODE: O

Reinspection #1 Comments: LOCATION: 507
ACTION REQUIRED: remove refrigerator from cart
CORRECTION CODE: O

Reinspection #2 Comments: LOCATION: 507
ACTION REQUIRED: remove refrigerator from cart/desk
CORRECTION CODE: O

700 Sanitation & Health

- 710 Sanitation & Health Other

D. Remole - LOCATION: 608,609, 610, and 611.
ACTION REQUIRED: bathrooms have strong odor of urine.
CORRECTION CODE: M

 **Violation cleared on 1/30/2015**

Pass Fail N/A

FL Reqmts. for Educ. Facil. 2012

Floor 1

Chapter 5

- 5.2 Site.

S. Ganger - LOCATION: ADA Parking need 3 spaces section 208 FBC Accessibility code 2010
ACTION REQUIRED: Add proper ADA spaces section 502 FBC Accessibility code 2010
CORRECTION CODE: "C"

c. The total number of accessible spaces shall be provided as required by Chapter 11, 2007 Florida Building Code, Building, or the 2012 Florida Accessibility Code for Building Construction in Rule 61G20-4.002, FAC.

Reinspection #1 Comments: LOCATION: ADA Parking need 3 spaces section 208 FBC Accessibility code 2010
ACTION REQUIRED: Add proper ADA spaces section 502 FBC Accessibility code 2010
CORRECTION CODE: "C"

c. The total number of accessible spaces shall be provided as required by Chapter 11, 2007 Florida Building Code, Building, or the 2012 Florida Accessibility Code for Building Construction in Rule 61G20-4.002, FAC.

Reinspection #2 Comments: LOCATION: ADA Parking need 3 spaces section 208 FBC Accessibility code 2010
ACTION REQUIRED: Add proper ADA spaces section 502 FBC Accessibility code 2010
CORRECTION CODE: "C"

c. The total number of accessible spaces shall be provided as required by Chapter 11, 2007 Florida Building Code, Building, or the 2012 Florida Accessibility Code for Building Construction in Rule 61G20-4.002, FAC.

Inspector Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

ALL VIOLATIONS MUST BE CORRECTED.

An authorized representative of the Indian River School District has observed the above noted violations of the Florida Fire Prevention Code or SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

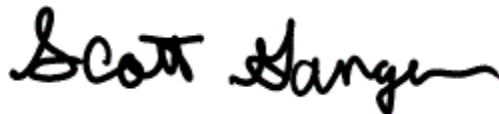
M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman

Local Official- John Duran



Inspector:

Scott Ganger
1/30/2015



Company Representative:

G Langley
5/15/2015



Inspector:

Scott Ganger
5/15/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967

Firesafety or Safety and Sanitation
564-5020

Occupant Name: Rosewood Elementary
Address: 3850 16th Street
City: Vero Beach

Inspection Date: 10/24/2014, 2/13/2015, 5/13/2015
Inspection Type: Annual: Firesafety, Casualty & Sanitation
Inspected By: Peter Copeman, District Official
772-564-5021
Scott Ganger
564-5026
Darrell Remole
564-5023

Occupant Type: Elementary school, including kindergarten
Occupant Number: FISH: 00003
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

100 GENERAL REQUIREMENTS

199 GENERAL REQUIREMENTS

*P. Copeman, District Official - LOCATION: 402
ACTION REQUIRED: remove portable stove top
CORRECTION CODE: "O"*

 **Violation cleared on 2/13/2015**

200 MEANS OF EGRESS

203 EXIT LIGHTS INOPERABLE
EMERGENCY MODE

*P. Copeman, District Official - LOCATION: 100-300
wings
ACTION REQUIRED: Remove exit lights over doors,
lights not required
CORRECTION CODE: "M"*

 **Violation cleared on 2/13/2015**

204 EMERG LIGHTS NOT OPERATIONAL

*P. Copeman, District Official - LOCATION: office, office
hall, 516,110, media center
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

 **Violation cleared on 2/13/2015**

400 FIRE ALARM

405 SMOKE DETECTORS
INOPERABLE/MISSING

*P. Copeman, District Official - LOCATION: 406
ACTION REQUIRED: Add detector
CORRECTION CODE: "M"
INSPECTORS COMMENTS: Space is used as storage,
mechanical, electrical or other area requiring a fire alarm
device.*

 **Violation cleared on 2/13/2015**

411 HORN/STROBE DEVICE
INADEQUATE/INOPERABLE

*P. Copeman, District Official - LOCATION: 200 boys
restroom
ACTION REQUIRED: repair horn strobe
CORRECTION CODE: "M"*

 **Violation cleared on 2/13/2015**

500 EXTINGUISHMENT

- 501 FIRE EXTINGUISHER REQUIRES INSPECTION

*P. Copeman, District Official - LOCATION: storage building
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: storage building
*ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"*

 **Violation cleared on 5/13/2015**

600 SPECIAL PROVISIONS

- 699 SPECIAL PROVISIONS OTHER

*P. Copeman, District Official - LOCATION: storage building
ACTION REQUIRED: Store "Clear Blue" in cabinet
CORRECTION CODE: "O"*

Reinspection #1 Comments: LOCATION: storage building
*ACTION REQUIRED: Store "Clear Blue" in cabinet
CORRECTION CODE: "O"*

 **Violation cleared on 5/13/2015**

800 UTILITIES

- 803 EXTENSION CORD NOT RATED FOR USE

*P. Copeman, District Official - LOCATION: 307
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable*

Reinspection #1 Comments: LOCATION: 307
*ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable*

 **Violation cleared on 5/13/2015**

- 804 IMPROPER USE OF MULTISTRIP/EXTEN CORDS

*P. Copeman, District Official - LOCATION: media computer center
ACTION REQUIRED: Remove surge to surge connection
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Daisy chain of units is not allowed. These devices are available in many lengths to gain access to a receptacle.*

 **Violation cleared on 2/13/2015**

- 808 IMPROPER STORAGE IN ELECT/MECH ROOMS

*P. Copeman, District Official - LOCATION: 300 electric room
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms*

Reinspection #1 Comments: LOCATION: 300 electric room
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms

✓ **Violation cleared on 5/13/2015**

809 OPEN ELECTRICAL JUNCTION BOX

P. Copeman, District Official - LOCATION: 300 electric room
ACTION REQUIRED: Replace cover
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 300 electric room
ACTION REQUIRED: Replace cover / EXPOSED WIRES
CORRECTION CODE: "M"

✓ **Violation cleared on 5/13/2015**

1200 OPERATING FEATURES

1201 FIRE DRILLS CONDUCTED AS REQUIRED.

Pass Fail N/A

Safety and Sanitation Codes 2014

Floor 1

100 Security and Access

110 Security and Access Other

D. Remole - LOCATION: Staff door 600, 205, 306, 308, 402, 405, 407, F427.
ACTION REQUIRED: Classroom doors are required to be locked when occupied by students.
CORRECTION CODE: "O"

✓ **Violation cleared on 2/13/2015**

300 Hazardous Materials

302 Chemical containers are labeled and identified.

D. Remole - LOCATION: 203A
ACTION REQUIRED: Label containers with contents name or description. (OSHA 1910.1200)
CORRECTION CODE: "M"

✓ **Violation cleared on 5/13/2015**

500 Facility Maintenance

504 Ventilation system is in operable condition.

D. Remole - LOCATION: 103, 104, 106, 109, 201, 202, 203, 204, 206, 207, 208, 209, (200 Men), 309.
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 207
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: 207
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

505 Plumbing condition.

D. Remole - LOCATION: 202, Wing 111
ACTION REQUIRED: Repair drinking fountains
CORRECTION CODE: "M"

LOCATION: F426
ACTION REQUIRED: Repair or replace sink loose from wall.
CORRECTION CODE "M"

S. Ganger - LOCATION: Health room / clinic
ACTION REQUIRED: Lower water temp to 110 degrees Fahrenheit or less
CORRECTION CODE: "M"

 **Violation cleared on 2/13/2015**

506 Electrical systems safety requirements.

S. Ganger - LOCATION: Exterior hallways thru out
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

LOCATION: Building 4 room 7 at south sink
ACTION REQUIRED: Replace ground fault plug
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Building 4 room 7 at west sink
ACTION REQUIRED: Replace ground fault plug
CORRECTION CODE: "M"

 **Violation cleared on 5/13/2015**

508 OSHA equipment regulations

D. Remole - LOCATION: 505
ACTION REQUIRED: Clean eyewash station and sign monthly inspection card 1910.151
CORRECTION CODE: "M"

LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave Oven In Use" (OSHA 1910.97)
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: 505
ACTION REQUIRED: Clean eyewash station and sign monthly inspection card 1910.151
CORRECTION CODE: "M"

 **Violation cleared on 5/13/2015**

510 Building envelope shall be maintained in good condition

S. Ganger - LOCATION: All buildings
ACTION REQUIRED: Remove debris from rain gutters & roof SREF5(7)(c)
CORRECTION CODE: "M"

 **Violation cleared on 2/13/2015**

600 General Safety

609 General Safety Other

D. Remole - LOCATION: 203
ACTION REQUIRED: rear door of classroom blocked with items.
CORRECTION CODE: "O"

 **Violation cleared on 2/13/2015**

700 Sanitation & Health

- 708 Garbage and trash is collected frequently and stored in outdoor tight containers until disposal.

*D. Remole - LOCATION: Kitchen garbage container
 ACTION REQUIRED: replace rusted or damaged waste bins
 CORRECTION CODE: "M"*

✓ Violation cleared on 2/13/2015

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

- 15.7.3.3 Inspection of Door Openings.

Inspector Comments:

Reinspection #2 Comments: Room 207- work order #18548 to repair vent fan in bathroom

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

ALL VIOLATIONS MUST BE CORRECTED.

An authorized representative of the Indian River School District has observed the above noted violations of the Florida Fire Prevention Code or SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

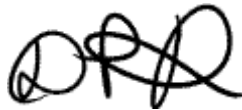
Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

- O = Operations- 30 days
- M = Maintenance- 60 days
- C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman
 Local Official- John Duran

Inspector:



Darrell Remole
 10/24/2014

Inspector:



Scott Ganger
 2/13/2015

Company Representative:



R McGriff
 5/13/2015

Inspector:



Scott Ganger
 5/13/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or Safety and Sanitation
564-5020

Occupant Name: Sebastian Elementary **Inspection Date:** 10/6/2014, 1/26/2015, 5/18/2015
Address: 400 Sebastian Boulevard **Inspection Type:** Annual: Firesafety, Casualty & Sanitation
City: Sebastian **Inspected By:** Peter Copeman, District Official
772-564-5021
Scott Ganger
564-5026
Darrell Remole
564-5023

Occupant Type: Elementary school, including kindergarten
Occupant Number: FISH: 00016
Suite:

Pass Fail N/A

Schedule A Fire Codes


Floor 1

200 MEANS OF EGRESS

210 EXIT ACCESS NOT MAINTAINED

*P. Copeman, District Official - LOCATION: Admin hallway
ACTION REQUIRED: Move coke machine from hallway
CORRECTION CODE: "O"*

Reinspection #1 Comments: machine gone but now chairs are stored in hallway

 **Violation cleared on 1/26/2015 - machine gone but now chairs are stored in hallway**

299 MEANS OF EGRESS OTHER

*P. Copeman, District Official - LOCATION: 900 South hallway doors
ACTION REQUIRED: Door latch needs servicing
CORRECTION CODE: "M"*

*Reinspection #1 Comments: LOCATION: 900 South hallway doors
ACTION REQUIRED: Door latch needs servicing
CORRECTION CODE: "M"*

 **Violation cleared on 5/18/2015**

300 PROTECTION

301 UNPROTECTED VERTICAL OPENING

*P. Copeman, District Official - LOCATION: break room kitchen, 810
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"*

*Reinspection #1 Comments: LOCATION: break room kitchen, 810
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"*

Reinspection #2 Comments: LOCATION: break room kitchen
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"

800 UTILITIES

- 803 EXTENSION CORD NOT RATED FOR USE

P. Copeman, District Official - LOCATION: 703
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

 **Violation cleared on 1/26/2015**

- 809 OPEN ELECTRICAL JUNCTION BOX

P. Copeman, District Official - LOCATION: light pole by PE shed
ACTION REQUIRED: Replace cover
CORRECTION CODE: "M"

 **Violation cleared on 1/26/2015**

1200 OPERATING FEATURES

- 1201 FIRE DRILLS CONDUCTED AS REQUIRED.

P. Copeman, District Official - **ACTION REQUIRED:** Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.
CORRECTION CODE: "O"

Reinspection #1 Comments:

 **Violation cleared on 1/26/2015**

- 1205 FIRE EVACUATION PLAN(S) NOT POSTED

P. Copeman, District Official - LOCATION: All
ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: All
ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.
CORRECTION CODE: "O"

Reinspection #2 Comments: LOCATION: All
ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.
CORRECTION CODE: "O"

Pass Fail N/A

Safety and Sanitation Codes 2014

Floor 1

100 Security and Access

- 108 Exterior door is operable and does not allow unauthorized access.

D. Remole - LOCATION: 709, 806, 807, 808 and 907
ACTION REQUIRED: Classroom are required to locked - not locked
CORRECTION CODE: "0"

Reinspection #1 Comments: LOCATION: 709, 806, 807, 808 and 907
ACTION REQUIRED: Classroom are required to locked - not locked
CORRECTION CODE: "0"
Some doors are locked but new doors are open

 **Violation cleared on 5/18/2015**

300 Hazardous Materials

- 302 Chemical containers are labeled and identified.

*D. Remole - LOCATION: throughout custodian closets
ACTION REQUIRED: Label containers with contents name or description.
CORRECTION CODE: "O"*

 **Violation cleared on 1/26/2015**

400 Doors, Walks, and Surfaces

- 401 Walking surface is even and with no trip and slip hazards.

*S. Ganger - LOCATION: Courtyard walkways
ACTION REQUIRED: Remove & Replace to ADA Requirements uneven sidewalk section
CORRECTION CODE: "M"*

 **Violation cleared on 1/26/2015**

- 410 Door, Walks and Surfaces Other

*D. Remole - LOCATION: 900 main entrance (double doors)
ACTION REQUIRED: ADA Door (broken) does not function properly
CORRECTION CODE "M"*

LOCATION: 511

*ACTION REQUIRED: cover or remove electrical and wiring cords - trip hazard
CORRECTION CODE "M"*

Reinspection #1 Comments: *LOCATION: 511*

*ACTION REQUIRED: cover or remove electrical and wiring cords - trip hazard
CORRECTION CODE "M"*

Reinspection #2 Comments: *LOCATION: 511*

*ACTION REQUIRED: cover or remove electrical and wiring cords - trip hazard
CORRECTION CODE "M"*

500 Facility Maintenance

- 501 Structure, fixtures and materials are in good condition.

*S. Ganger - LOCATION: Shade cover at play grounds
ACTION REQUIRED: Shade structure Need repair /replace
CORRECTION CODE "M"*

LOCATION: North exterior entry 800 wing

*ACTION REQUIRED: remove flag Holder
CORRECTION CODE "M"*

D. Remole - LOCATION: Main entrance of school name sign on building - (night light fixture)

*ACTION REQUIRED: remove weeds on and around light fixture
CORRECTION CODE "M"*

Reinspection #1 Comments: *LOCATION: Shade cover at play grounds*

*ACTION REQUIRED: Shade structure Need repair /replace
CORRECTION CODE "M"*

Reinspection #3 Comments: *LOCATION: Shade cover at play grounds*

*ACTION REQUIRED: Shade structure Need repair /replace
CORRECTION CODE "M"*

 **Violation cleared on 1/26/2015**

504 Ventilation system is in operable condition.

D. Remole - LOCATION: 906, 907, and 908
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

✓ Violation cleared on 1/26/2015

505 Plumbing condition.

D. Remole - LOCATION 603, 605, 610 and 611
ACTION REQUIRED: Repair drinking fountains
CORRECTION CODE: "M"

S. Ganger - LOCATION: Boys bathroom 103
ACTION REQUIRED: Needs latch on ADA door
CORRECTION CODE "O" & "M"

✓ Violation cleared on 1/26/2015

508 OSHA equipment regulations

509 SREF Site requirements

D. Remole - LOCATION: 607 back door
ACTION REQUIRED: Fill-in large hole
CORRECTION CODE: "M"

✓ Violation cleared on 1/26/2015

600 General Safety

609 General Safety Other

S. Ganger - LOCATION: Front yard exterior
ACTION REQUIRED: replace/ repair picnic tables
CORRECTION CODE: "M"

D. Remole - LOCATION: Front yard by flag pole
ACTION REQUIRED: Replace broken connector box cover
CORRECTION CODE: "M"

LOCATION: 710
ACTION REQUIRED: teacher is unable to observed class from deck area - view blocked
CORRECTION CODE: "O"

✓ Violation cleared on 1/26/2015

700 Sanitation & Health

707 Sanitary and shower areas are clean, accessible and in good repair.

P. Copeman, District Official - LOCATION: clinic
ACTION REQUIRED: shower temp at 133F, lower to 110F
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: clinic
ACTION REQUIRED: shower temp at 133F, lower to 110F
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: clinic
ACTION REQUIRED: shower temp at 133F, lower to 110F
CORRECTION CODE: "M"

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

15.7.3.3 Inspection of Door Openings.

Inspector Comments: D. Remole: Several of the classrooms (702,703, 704, 705, 706, 709, and 711) have material on the side glass panels of the entrance door that is blocking the view into the classroom.

S. Ganger: (a) Structural Steel. Structural steel members and light gauge metal framing for buildings are maintained in a safe condition and are free from hazards, including rust and loose fastenings.

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

ALL VIOLATIONS MUST BE CORRECTED.

An authorized representative of the Indian River School District has observed the above noted violations of the Florida Fire Prevention Code or SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

- O = Operations- 30 days
- M = Maintenance- 60 days
- C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman
Local Official- John Duran

Inspector:



History Load
1/26/2015

Company Representative:



G Langley
5/18/2015

Inspector:



Scott Ganger
5/18/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967

Firesafety or **Safety and Sanitation**
564-5020

Occupant Name:	Sebastian River High School	Inspection Date:	10/10/2014, 1/27/2015, 5/27/2015
Address:	9001 90th Avenue	Inspection Type:	Annual: Firesafety, Casualty & Sanitation
City:	Sebastian	Inspected By:	Peter Copeman, District Official 772-564-5021 Scott Ganger 564-5026

Occupant Type: High school/junior high school/middle school- sprinklered
Occupant Number: FISH: 00020
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

200 MEANS OF EGRESS

- 202 EXIT LIGHTS INOPERABLE NORMAL MODE

P. Copeman, District Official - LOCATION: multiple LOCATIONs
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

Reinspection #1 Comments:

LOCATION: multiple LOCATIONs
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

Reinspection #2 Comments:

LOCATION: multiple LOCATIONs
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

- 204 EMERG LIGHTS NOT OPERATIONAL

P. Copeman, District Official - LOCATION: PAC
ACTION REQUIRED: Repair or Replace seat lighting
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: PAC
ACTION REQUIRED: Repair or Replace seat lighting
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: PAC
ACTION REQUIRED: Repair or Replace seat lighting
CORRECTION CODE: "M"

- 299 MEANS OF EGRESS OTHER

P. Copeman, District Official - LOCATION: Sharkey's Cafe'
ACTION REQUIRED: install panic bar
CORRECTION CODE: "M"
Cafe has seating for more than 49 people

 **Violation cleared on 1/27/2015**

300 PROTECTION

- 301 UNPROTECTED VERTICAL OPENING


P. Copeman, District Official - LOCATION: J120, J104, J218, J205, G109, N200, N217
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"

 **Violation cleared on 1/27/2015**

400 FIRE ALARM

- 405 SMOKE DETECTORS INOPERABLE/MISSING

P. Copeman, District Official - LOCATION: Band Practice Rooms
ACTION REQUIRED: Add detectors
CORRECTION CODE: "M"
INSPECTORS COMMENTS: Space is used as storage, mechanical, electrical or other area requiring a fire alarm device.

Reinspection #1 Comments: LOCATION: Band Practice Rooms
ACTION REQUIRED: Add detectors
CORRECTION CODE: "M"
INSPECTORS COMMENTS: Space is used as storage, mechanical, electrical or other area requiring a fire alarm device.
 **Violation cleared on 5/27/2015**

407 FACP INDICATES TROUBLE CONDITION

P. Copeman, District Official - LOCATION: office
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: office
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: office
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"

410 SYSTEM NOT PROERLY INSPECTED/MAINTAINED

P. Copeman, District Official - LOCATION: M 214
ACTION REQUIRED: reconnect duct detector
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: M 214
ACTION REQUIRED: reconnect duct detector
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: M 214
ACTION REQUIRED: reconnect duct detector
CORRECTION CODE: "M"




500 EXTINGUISHMENT

501 FIRE EXTINGUISHER REQUIRES INSPECTION

P. Copeman, District Official - LOCATION: J 134, J201 hallway, all of G wing second floor, FI03, CI04 electrical, A 120, 25-105, softball locker room
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"
INSPECTORS COMMENT: replace broken cabinet glass

Reinspection #1 Comments: LOCATION: , all of G wing second floor, FI03, CI04 electrical, A 120, 25-105, softball locker room
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"
INSPECTORS COMMENT: replace broken cabinet glass

Reinspection #2 Comments: LOCATION: all of G wing second floor, F I03, CI04 electrical, A 120.
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"
INSPECTORS COMMENT: replace broken cabinet glass

- 502 PORTABLE EXTINGUISHER IMPROPERLY MOUNTED
*P. Copeman, District Official - LOCATION: N 216
ACTION REQUIRED: Properly mount extinguisher in a clear area no more that 5ft above floor or less than 4 inches.
CORRECTION CODE: "M"*
 **Violation cleared on 1/27/2015**
- 503 MONTHLY INSPECTION NOT DONE/RECORDED
*P. Copeman, District Official - LOCATION: All
ACTION REQUIRED: Conduct monthly inspection and sign tag
CORRECTION CODE: "O"*
Reinspection #1 Comments: LOCATION: All
ACTION REQUIRED: Conduct monthly inspection and sign tag
CORRECTION CODE: "O"
Reinspection #2 Comments: LOCATION: All
ACTION REQUIRED: Conduct monthly inspection and sign tag
CORRECTION CODE: "O"
- 506 EXTINGUISHER MISSING FROM LOCATION
*P. Copeman, District Official - LOCATION: H121 doorway
ACTION REQUIRED: Replace or install as new
CORRECTION CODE: "M"*
Reinspection #1 Comments: LOCATION: H121 doorway
ACTION REQUIRED: Replace or install as new **No service Tag**
CORRECTION CODE: "M"
Reinspection #2 Comments: LOCATION: H121 doorway
ACTION REQUIRED: Replace or install as new No service Tag
CORRECTION CODE: "M"
- 515 HOOD SYSTEM NEEDS INSPECTION/MAINTENANCE
*P. Copeman, District Official - LOCATION: J134
ACTION REQUIRED: system out of date or needs cleaning, call for service.
CORRECTION CODE: "M"
decals has once a year cleaning schedule, NFPA 1:50.5.4 requires semiannually*
 **Violation cleared on 1/27/2015**
- 516 OTHER FIXED SYSTEM NEEDS INSPECT/MAINT
*P. Copeman, District Official - LOCATION: J134
ACTION REQUIRED: change system to UL 300
CORRECTION CODE: "M"
INSPECTORS COMMENT: Vegetable oil now used for cooking. Code requires change*
Reinspection #1 Comments: LOCATION: J134
ACTION REQUIRED: change system to UL 300
CORRECTION CODE: "M"
INSPECTORS COMMENT: Vegetable oil now used for cooking. Code requires change
 **Violation cleared on 5/27/2015**
- 599 SPRINKLER OTHER
*P. Copeman, District Official - LOCATION: stage
ACTION REQUIRED: Service Stand pipe
CORRECTION CODE: "M"*
Reinspection #1 Comments: LOCATION: stage
ACTION REQUIRED: Service Stand pipe
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: stage
ACTION REQUIRED: Service Stand pipe
CORRECTION CODE: "M"

700 BUILDING SERVICES

- 702 LP GAS CYL IMPROPERLY LOCATED/STORED

P. Copeman, District Official - LOCATION: E 106, 25-105
ACTION REQUIRED: Move to outside storage
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: 25-105
ACTION REQUIRED: Move to outside storage
CORRECTION CODE: "O"

 **Violation cleared on 5/27/2015**

800 UTILITIES

- 803 EXTENSION CORD NOT RATED FOR USE

P. Copeman, District Official - LOCATION: N 109, N152, N 108, F111, stage right alcove, 28-113, 28-114, 28-206.
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

Reinspection #1 Comments: LOCATION: N152, F111, stage right alcove, 28-113, 28-114, and 28-206.
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

Reinspection #2 Comments: LOCATION: F111, stage right alcove, 28-113, 28-206
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

- 807 MISSING/BROKEN RECEPTACLE/FACEPLATE

P. Copeman, District Official - LOCATION: weight room
ACTION REQUIRED: Replace receptacle cover
CORRECTION CODE: "M"

 **Violation cleared on 1/27/2015**

- 808 IMPROPER STORAGE IN ELECT/MECH ROOMS

P. Copeman, District Official - LOCATION: 25-107
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms

Reinspection #1 Comments: LOCATION: 25-107
CORRECTION CODE: "O" Only AC Filters are allowed to be stored in the mechanical rooms

Reinspection #2 Comments: LOCATION: 25-107
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms

- 809 OPEN ELECTRICAL JUNCTION BOX

P. Copeman, District Official - LOCATION: N111, N219
ACTION REQUIRED: Replace cover
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: , N219

ACTION REQUIRED: Replace cover

CORRECTION CODE: "M"

 **Violation cleared on 5/27/2015**

1200 OPERATING FEATURES

- 1201 FIRE DRILLS CONDUCTED AS REQUIRED.

P. Copeman, District Official - ACTION REQUIRED: Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.

CORRECTION CODE: "O"

Although this facility may be on track, with the required number of drills, this category will not be cleared until the end of the school year.

Reinspection #1 Comments: **ACTION REQUIRED:** Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.

CORRECTION CODE: "O"

Although this facility may be on track, with the required number of drills, this category will not be cleared until the end of the school year.

 **Violation cleared on 5/27/2015**

- 1205 FIRE EVACUATION PLAN(S) NOT POSTED

*P. Copeman, District Official - LOCATION: many classrooms
ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.*

CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: many classrooms
ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.

CORRECTION CODE: "O"

Reinspection #2 Comments: LOCATION: many classrooms
ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.

CORRECTION CODE: "O"

1300 OUTSIDE STRUCTURE

- 1399 OUTSIDE STRUCTURE OTHER

P. Copeman, District Official - LOCATION: Entrance

ACTION REQUIRED: move Knox box to column

CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Entrance

ACTION REQUIRED: move Knox box to column


CORRECTION CODE: "M"


 **Violation cleared on 5/27/2015**

Safety and Sanitation Codes 2014

Floor 1


100 Security and Access

108 Exterior door is operable and does not allow unauthorized access. *D. Remole - LOCATION: F-112-A, F-106, F-105, C108, C116, C207, C208, C211, B106, N211, N214, N216, 28-212, 28-207, 28-205, 28-106, 28,270, V102, V104, V101, V106, V108, and V119.
ACTION REQUIRED: Classroom doors are required to be locked while occupied by students.
CORRECTION CODE: "O"
 **Violation cleared on 1/27/2015***

110 Security and Access Other *S. Ganger - LOCATION: Front Main entry right side/east
ACTION REQUIRED: Trim tree In front of security camera
CORRECTION CODE: "M"
 **Violation cleared on 1/27/2015***

300 Hazardous Materials

301 Material Safety Data Sheets are available to staff. *D. Remole - LOCATION: Welding Shop
ACTION REQUIRED: Missing or incomplete records, obtain MSDS (UN1075) (1910.1200)
Code correction: "O"

Reinspection #1 Comments: LOCATION: Welding Shop
ACTION REQUIRED: Missing or incomplete records, obtain MSDS (UN1075) (1910.1200)
Code correction: O
 **Violation cleared on 5/27/2015***

302 Chemical containers are labeled and identified. *D. Remole - LOCATION: C125 and G213
ACTION REQUIRED: Label containers with contents name or description.
CORRECTION CODE: "O"

S. Ganger - LOCATION: L113
ACTION REQUIRED: Label containers with contents name or description.
CORRECTION CODE: "O"

Reinspection #1 Comments: Inspection Comments:
LOCATION: C125 and G213
ACTION REQUIRED: Label containers with contents name or description.
CORRECTION CODE: "O"

Reinspection #2 Comments: Inspection Comments:
LOCATION: C125 and G213
ACTION REQUIRED: Label containers with contents name or description.
CORRECTION CODE: "O"

Reinspection #3 Comments: Inspection Comments:
LOCATION: G213
ACTION REQUIRED: Label containers with contents name or description.
CORRECTION CODE: "O"*

304 Chemical containers are in good condition and do not leak. *D. Remole - LOCATION: oil and antifreeze used tank area
ACTION REQUIRED: Transfer contents to good container and label. - Not in compliance with EPA chemical leaking on to ground.
CORRECTION CODE: "O"*
✓ Violation cleared on 1/27/2015

400 Doors, Walks, and Surfaces

401 Walking surface is even and with no trip and slip hazards. *D. Remole - LOCATION: Hallway in front D-122
ACTION REQUIRED: Repair floor tile in the hallway in front of door.
CORRECTION CODE: "M"*
✓ Violation cleared on 1/27/2015

402 Exposed edge of platform surface ≥ 18 above ground is marked. *S. Ganger - LOCATION: m 214
ACTION REQUIRED: install guard rail around platform in mezzanine
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: m 214
*ACTION REQUIRED: install guard rail around platform in mezzanine
CORRECTION CODE: "M"*

Reinspection #2 Comments: LOCATION: m 214
*ACTION REQUIRED: install guard rail around platform in mezzanine
CORRECTION CODE: "M"*

410 Door, Walks and Surfaces Other *D. Remole - LOCATION: E104
ACTION REQUIRED: Repair ADA door (Broken)
CORRECTION CODE "M"*

Reinspection #1 Comments: LOCATION: E104
*ACTION REQUIRED: Repair ADA door (Broken)
CORRECTION CODE "M"*

Reinspection #2 Comments: LOCATION: E104
*ACTION REQUIRED: Repair ADA door (Broken)
CORRECTION CODE "M"*

500 Facility Maintenance

501 Structure, fixtures and materials are in good condition. *S. Ganger - LOCATION: F102 F202
ACTION REQUIRED: ADA latch missing on stall door
CORRECTION CODE "M"*

*D. Remole - LOCATION: By D106
ACTION REQUIRED: Replace broken cover on clean-out
CORRECTION CODE "M"*

LOCATION: T-309
*ACTION REQUIRED: missing light covers and housekeeping
CORRECTION CODE: "O"*

LOCATION: BY White housing cover ball field
*ACTION REQUIRED: Replace missing water box
CORRECTION CODE: "M"*

LOCATION: P101
*ACTION REQUIRED: Housekeeping (Very Dirty)
CORRECTION Code: "O" /"M"*

LOCATION: T-301 / T-302 / T-303
ACTION REQUIRED: Repair bathroom stall doors and housekeeping.
CORRECTION CODE: "M"

LOCATION: Visitors stands top back fence corner
ACTION REQUIRED: Place additional fence over the corner - 4" entrapment hazard
CORRECTION CODE: "M"

LOCATION: Baseball fence behind home-plate
ACTION REQUIRED: Replace two (2) supports - rusted thru.
CORRECTION CODE: "M"

LOCATION: Main baseball field
ACTION REQUIRED: Remove concrete block with a metal piece
CORRECTION CODE: "M"

LOCATION: Baseball field fence
ACTION REQUIRED: Stop players from used fence as a soft pitch area
CORRECTION CODE: "O"

LOCATION: T-506
ACTION REQUIRED: replace broken exit sign
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: F202
ACTION REQUIRED: ADA latch missing on stall door
CORRECTION CODE "M"

LOCATION: T-309
ACTION REQUIRED: missing light covers and housekeeping
CORRECTION CODE: "O"

LOCATION: P101
ACTION REQUIRED: Housekeeping (Very Dirty)
CORRECTION Code: "O" /"M"

LOCATION: Visitors stands top back fence corner
ACTION REQUIRED: Place additional fence over the corner - 4" entrapment hazard
CORRECTION CODE: "M"

LOCATION: Baseball fence behind home-plate
ACTION REQUIRED: Replace two (2) supports - rusted thru.
CORRECTION CODE: "M"

LOCATION: T-506
ACTION REQUIRED: replace broken exit sign
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: F202
ACTION REQUIRED: ADA latch missing on stall door
CORRECTION CODE "M"

Reinspection #3 Comments: LOCATION: F202
ACTION REQUIRED: ADA latch missing on stall door
CORRECTION CODE "M"

LOCATION: T-309
ACTION REQUIRED: missing light covers and housekeeping
CORRECTION CODE: "O"

LOCATION: Visitors stands top back fence corner
ACTION REQUIRED: Place additional fence over the corner - 4" entrapment hazard
CORRECTION CODE: "M"

502 Interior rooms/spaces have the proper identification and signage.

S. Ganger - LOCATION: School Room # are missing all over
ACTION REQUIRED: Install proper room number
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: School Room # are missing all over
ACTION REQUIRED: Install proper room number
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: School Room # are missing all over
ACTION REQUIRED: Install proper room number
CORRECTION CODE: "M"

504 Ventilation system condition.

S. Ganger - LOCATION: M 208 B124
ACTION REQUIRED: Ventilation system not working properly, repair Loose ceiling grill
CORRECTION CODE: "M"

LOCATION: D 107
ACTION REQUIRED: A/C Ventilation system not working properly, repair
CORRECTION CODE: "M"

LOCATION: G205
ACTION REQUIRED: Ventilation system not working properly, repair
CORRECTION CODE: "M"

LOCATION: L213
ACTION REQUIRED: Fan vent not working, repair
CORRECTION CODE: "M" LOCATION:
ACTION REQUIRED: Ventilation system not working properly, repair
CORRECTION CODE: "M"

 **Violation cleared on 1/27/2015**

505 Plumbing condition.

S. Ganger - LOCATION: L 113
ACTION REQUIRED: Repair circulation pump (leaking)
CORRECTION CODE: "M"

LOCATION: J 120
ACTION REQUIRED: Repair drinking fountains Hole in wall east side
CORRECTION CODE: "M"

LOCATION: J 101 Westside
ACTION REQUIRED: Repair drinking fountains
CORRECTION CODE: "M"

LOCATION: J104

ACTION REQUIRED: Replace 1/2 floor drains to full drain covers to prevent trip hazards
CORRECTION CODE: "M"

LOCATION: N200 hallway @ N19 & G101

ACTION REQUIRED: Repair water leak / A/C?
CORRECTION CODE: "M"

LOCATION: F107 leaking down wall

ACTION REQUIRED: Repair WATER / PIPE Leak in ceiling
CORRECTION CODE: "M"

D. Remole - LOCATION: Hallway B106

ACTION REQUIRED: Repair drinking fountains
CORRECTION CODE: "M"

LOCATION: Men's Bathroom V-Hallway

ACTION REQUIRED: repair water faucets - Bathroom
CORRECTION CODE: "O"

LOCATION: 25-111 / 26-103 / 26-104

ACTION REQUIRED: repair drinking fountains
CORRECTION CODE: "M"

Reinspection #1 Comments: *Inspection Comments:*

LOCATION: Hallway B106

ACTION REQUIRED: Repair drinking fountains
CORRECTION CODE: "M"

LOCATION: 26-103 / 26-104

ACTION REQUIRED: repair drinking fountains
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: L 113

ACTION REQUIRED: Repair circulation pump (leaking)
CORRECTION CODE: "M"

LOCATION: J 120

ACTION REQUIRED: Repair drinking fountains Hole in wall east side
CORRECTION CODE: "M"

LOCATION: J 101 Westside

ACTION REQUIRED: Repair drinking fountains
CORRECTION CODE: "M"

LOCATION: J104

ACTION REQUIRED: Replace 1/2 floor drains to full drain covers to prevent trip hazards
CORRECTION CODE: "M"

LOCATION: G101

ACTION REQUIRED: Repair water leak / A/C?
CORRECTION CODE: "M"

Reinspection #3 Comments:

LOCATION: J 120

ACTION REQUIRED: Repair hole in wall over drinking fountains.
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: L 113
ACTION REQUIRED: Repair circulation pump (leaking)
CORRECTION CODE: "M"

LOCATION: 26-103 / 26-104
ACTION REQUIRED: repair drinking fountains
CORRECTION CODE: "M"

506 Electrical systems meet safety requirements.

S. Ganger - LOCATION: North east of M building first floor corridor north of stairs C wing west
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

LOCATION: Electric / mechanical room M104 L211 N101
G210 D106
ACTION REQUIRED: Clean / sweep out
CORRECTION CODE: "M"

LOCATION: J217 F wing west end over stairs G wing E108
N200 wing
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

LOCATION: PAC over CAT WALK
ACTION REQUIRED: Replace broken or missing fixture lens & lights
CORRECTION CODE: "M"

D. Remole - LOCATION: N214 and N211
ACTION REQUIRED: Computer and electrical cords on floor by teacher's desk - trip hazard
CORRECTION CODE: "O"

LOCATION: auditorium
ACTION REQUIRED: Remove brown electrical cord by seat N1 (Trip Hazard)
CORRECTION CODE: "M"

LOCATION: Batting cage
ACTION REQUIRED: replace missing electrical in use cover
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: J217 F wing west end over stairs G wing E108 N200 Elevator
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: North east of M building first floor corridor north of stairs C wing west
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

LOCATION: Electric / mechanical room M104 L211 N101
G210 D106
ACTION REQUIRED: Clean / sweep out
CORRECTION CODE: "M"

LOCATION: J217 F wing west end over stairs G wing E108
N200 wing
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

LOCATION: auditorium
ACTION REQUIRED: Remove brown electrical cord by seat N1
(Trip Hazard)
CORRECTION CODE: "M"

Reinspection #4 Comments: LOCATION: J217, F wing west end over stairs, G wing, E108, N200 wing
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

LOCATION: Electric / mechanical room M104, N101, G210
ACTION REQUIRED: Clean / sweep out
CORRECTION CODE: "M"

507 Facility Maintenance Other

D. Remole - LOCATION: Driveway / roadway speed bumps
ACTION REQUIRED: post speed bump warning signs
CORRECTION CODE: "M"

S. Ganger - LOCATION: M 110 L214 C116
ACTION REQUIRED: Repair loose base
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: M 110 L214 C116
ACTION REQUIRED: Repair loose base
CORRECTION CODE: "M"

Inspection Comments: LOCATION: Driveway / roadway speed bumps
ACTION REQUIRED: post speed bump warning signs
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Driveway / roadway speed bumps
ACTION REQUIRED: post speed bump warning signs
CORRECTION CODE: "M"

LOCATION: M 110 L214 C116
ACTION REQUIRED: Repair loose base
CORRECTION CODE: "M"

Reinspection #4 Comments: LOCATION: L214
ACTION REQUIRED: Repair loose base
CORRECTION CODE: "M"

LOCATION: Driveway / roadway speed bumps
ACTION REQUIRED: post speed bump warning signs
CORRECTION CODE: "M"

508 OSHA equipment regulations

D. Remole - LOCATION: G209 and F112
ACTION REQUIRED: Repair eyewash station 1910.151
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: G209
ACTION REQUIRED: Repair eyewash station 1910.151
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: G209
ACTION REQUIRED: Repair eyewash station 1910.151
CORRECTION CODE: "M"

509 SREF Site requirements

*S. Ganger - LOCATION: V 120 EE
ACTION REQUIRED: Remove storage From electric room
CORRECTION CODE: "M"*

*LOCATION: F112
ACTION REQUIRED: Install splash blocks or down spouts to prevent footer washouts SREF5(2)(a)
CORRECTION CODE:"M"*

*LOCATION: V109 C
ACTION REQUIRED: Remove storage in front of electric panel
CORRECTION CODE:"M"*

***Reinspection #1 Comments:** LOCATION: V 120 EE
ACTION REQUIRED: Remove storage From electric room
CORRECTION CODE: "M"*

*LOCATION: Outside walkway in front of F112
ACTION REQUIRED: Install / repair underground rain leader/
pipes
CORRECTION CODE:"M"*

*LOCATION: V109 C
ACTION REQUIRED: Remove storage in front of electric panel
CORRECTION CODE:"M"*

***Reinspection #2 Comments:** LOCATION: V 120 EE
ACTION REQUIRED: Remove storage From electric room
CORRECTION CODE: "M"*

*LOCATION: V109 C
ACTION REQUIRED: Remove storage in front of electric panel
CORRECTION CODE:"M"*

600 General Safety

601 Overhead storage, wall mounted equipment, or tall objects do not create a hazard.

D. Remole - (T-309) Two refrigerators / one microwave stacked in unsafe manner / unstable. Fall Hazard.

***Reinspection #1 Comments:** (T-309) Two refrigerators / one microwave stacked in unsafe manner / unstable. Fall Hazard.*

***Reinspection #2 Comments:** (T-309) Two refrigerators / one microwave stacked in unsafe manner / unstable. Fall Hazard.*

605 Kiln room vents to outside and is separate from K-3 classroom.

607 Auto shop vehicle lift complies with safety/environmental requirements.

*D. Remole - LOCATION: Auto Shop
ACTION REQUIRED: Repair guard on Ryobol 8" bench grinder (1910.212)
CORRECTION CODE: "O"*

*LOCATION: Auto Shop outside area
ACTION REQUIRED: Remove and stored batteries properly.
CORRECTION CODE: "O"*

***Reinspection #1 Comments:** LOCATION: Auto Shop
ACTION REQUIRED: Repair guard on Ryobol 8" bench grinder (1910.212)
CORRECTION CODE: "O"*

LOCATION: Auto Shop outside area
ACTION REQUIRED: Remove and stored batteries properly.
CORRECTION CODE: "O"

 **Violation cleared on 5/27/2015**

- 608 Staff uses personal protective equipment when exposed to hazards.

D. Remole - LOCATION: Welding Shop
ACTION REQUIRED: Metal Saw guard should be down when not in use (no exposed blade) 1910.212
CORRECTION CODE: "O"

LOCATION: N113
ACTION REQUIRED: Plant manager area no PPE
CORRECTION CODE: "M"

 **Violation cleared on 5/27/2015**

- 609 General Safety Other

D. Remole - LOCATION: Court Yard by F104 / F105
ACTION REQUIRED: 3' X 3' electrical ground box cover - need replacement
CORRECTION CODE: "M"

LOCATION: Thru-out
ACTION REQUIRED: No signs - Microwave in use (1910.97)
CORRECTION CODE: "O"

LOCATION: Welding Shop
ACTION REQUIRED: Repair guard on Dewalt Bench Grinder (1910.212)
CORRECTION CODE: "O"

LOCATION: Welding Shop
ACTION REQUIRED: remove and store properly Propane tank, Oxygen and UN1075 tanks.
CORRECTION CODE: "O"

LOCATION: GYM E203
ACTION REQUIRED: Climbing ropes - are not in compliance with ASTM F 2373-11(12.1.7) and ASTM F 1487 - 11 (8.7) / CPSC - Minimum 12" padding / 8' from wall / 16' high / Stored-secured outreach when not in use /should be anchored at both ends.
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: Court Yard by F104 / F105
ACTION REQUIRED: 3' X 3' electrical ground box cover - need replacement
CORRECTION CODE: "M"

LOCATION: Thru-out
ACTION REQUIRED: No signs - Microwave in use (1910.97)
CORRECTION CODE: "O"

LOCATION: Welding Shop
ACTION REQUIRED: Repair guard on Dewalt Bench Grinder (1910.212)
CORRECTION CODE: "O"

Reinspection #2 Comments: LOCATION: Court Yard by F104 / F105
ACTION REQUIRED: 3' X 3' electrical ground box cover - need replacement
CORRECTION CODE: "M"

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

15.7.3.3 Inspection of Door Openings.

P. Copeman, District Official - LOCATION: W-wing second floor

***ACTION REQUIRED:** ensure fire door latches*

***CORRECTION CODE:** "M"*

 **Violation cleared on 1/27/2015**

Inspector Comments:

P. Copeman, District Official: 2 burner not under hood

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

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An authorized representative of the Indian River School District has observed the above noted violations of the Florida Fire Prevention Code or SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman

Local Official- John Duran

Inspector:



Scott Ganger
5/27/2015



Scott Ganger
1/27/2015

Inspector:

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967

Firesafety or Safety and Sanitation
564-5020

Occupant Name: Sebastian River Middle School **Inspection Date:** 10/3/2014, 1/26/2015, 5/4/2015
Address: 9400 County Road 512 **InspectionType:** Annual Firesafety,Casualty and Sanitation
City: Sebastian **Inspected By:** Peter Copeman, District Official
772-564-5021
Scott Ganger
564-5026
Darrell Remole
564-5023

Occupant Type: High school/junior high school/middle school- sprinklered

Occupant Number: FISH: 00014

Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

200 MEANS OF EGRESS

- 202 EXIT LIGHTS INOPERABLE NORMAL MODE *P. Copeman, District Official - LOCATION: 702
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: 702
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

 **Violation cleared on 5/4/2015**

400 FIRE ALARM

- 407 FACP INDICATES TROUBLE CONDITION *P. Copeman, District Official - LOCATION: office
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: office
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"

 **Violation cleared on 5/4/2015**

500 EXTINGUISHMENT

- 503 MONTHLY INSPECTION NOT DONE/RECORDED *P. Copeman, District Official - LOCATION: all
ACTION REQUIRED: Conduct monthly inspection and sign tag
CORRECTION CODE: "O"*

 **Violation cleared on 1/26/2015**

599 SPRINKLER OTHER

P. Copeman, District Official - LOCATION: front hallway

ACTION REQUIRED: clean sprinkler heads

CORRECTION CODE: "M"

 **Violation cleared on 1/26/2015**

800 UTILITIES

803 EXTENSION CORD NOT RATED FOR USE

P. Copeman, District Official - LOCATION: 609, custodial cage

ACTION REQUIRED: Remove cord or cube extension from use

CORRECTION CODE: "O"

INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

Reinspection #1 Comments: *LOCATION: 609, custodial cage*

ACTION REQUIRED: Remove cord or cube extension from use

CORRECTION CODE: "O"

INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

Reinspection #2 Comments: *LOCATION: 609,*

ACTION REQUIRED: Remove cord or cube extension from use

CORRECTION CODE: "O"

INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

 **Violation cleared on 5/4/2015**

809 OPEN ELECTRICAL JUNCTION BOX

P. Copeman, District Official - LOCATION: light pole outside gym

ACTION REQUIRED: Replace cover

CORRECTION CODE: "M"

Reinspection #1 Comments: *LOCATION: light pole outside gym*

ACTION REQUIRED: Replace cover

CORRECTION CODE: "M"

 **Violation cleared on 5/4/2015**

1200 OPERATING FEATURES

1201 FIRE DRILLS CONDUCTED AS REQUIRED.

P. Copeman, District Official - ACTION REQUIRED: Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.

CORRECTION CODE: "O"

 **Violation cleared on 1/26/2015**

1205 FIRE EVACUATION PLAN(S) NOT POSTED

P. Copeman, District Official - LOCATION: 505


ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.

CORRECTION CODE: "O"

Reinspection #1 Comments: *LOCATION: 505*

ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.

CORRECTION CODE: "O"

 **Violation cleared on 5/4/2015**

Safety and Sanitation Codes 2014

Floor 1

100 Security and Access

- 108 Exterior door is operable and does not allow unauthorized access. *D. Remole - LOCATION: Throughout the school
ACTION REQUIRED: All classrooms are required to be locked
CORRECTION CODE: "O"*

Reinspection #1 Comments: LOCATION: Throughout the school
ACTION REQUIRED: All classrooms are required to be locked
CORRECTION CODE: "O"

 **Violation cleared on 5/4/2015**

300 Hazardous Materials

- 301 Material Safety Data Sheets are available to staff. *D. Remole - LOCATION: 109
ACTION REQUIRED: The MSDS sheets book is not updated.
(1910.1200)
CORRECTION CODE "O"*

Reinspection #1 Comments: LOCATION: 109
ACTION REQUIRED: The MSDS sheets book is not updated.
(1910.1200)
CORRECTION CODE "O"

Reinspection #2 Comments: LOCATION: 109
ACTION REQUIRED: The MSDS sheets book is not updated.
(1910.1200)
CORRECTION CODE "O"

- 302 Chemical containers are labeled and identified. *D. Remole - LOCATION: Kitchen under sink area
ACTION REQUIRED: (two containers) Not label containers with contents name or description.
CORRECTION CODE: "O"*

 **Violation cleared on 1/26/2015**

400 Doors, Walks, and Surfaces

- 405 Stairways and ramps are unobstructed with no trip slip hazards. *D. Remole - LOCATION: classrooms 607 and 617
ACTION REQUIRED: electrical cords in the walk way - Trip hazard
CORRECTION CODE: "O"*

 **Violation cleared on 1/26/2015**

500 Facility Maintenance

- 501 Structure, fixtures and materials are in good condition. *D. Remole - LOCATION: main entrance door - ADA door
ACTION REQUIRED: Repair button to open the ADA door (broken)
(28 CFR Part 36.4.13)
CORRECTION CODE "M"*

*S. Ganger - LOCATION: Front entry Drive
ACTION REQUIRED: covered walkway bent, Repair
CORRECTION CODE "M"*

Reinspection #2 Comments: LOCATION: main entrance door - ADA door
ACTION REQUIRED: Repair button to open the ADA door (broken)
(28 CFR Part 36.4.13)
CORRECTION CODE "M"

 **Violation cleared on 5/4/2015**

504 Ventilation system is in operable condition.

S. Ganger - LOCATION: Fish 802
ACTION REQUIRED: A/C not working, repair
CORRECTION CODE: "M"

LOCATION: 509
ACTION REQUIRED: Ventilation system not working properly, repair Return vent Not in place
CORRECTION CODE: "M"

D. Remole - LOCATION: North 2nd floor air handler equipment room
ACTION REQUIRED: Air handler / ventilation system has a heavy water leak going to the first floor
CORRECTION CODE: "M"

 **Violation cleared on 1/26/2015**

505 Plumbing is in good condition.

S. Ganger - LOCATION: Health/ clinic
ACTION REQUIRED: Replace leaking Water Heater under sink

LOCATION: Kitchen Under Hood
ACTION REQUIRED: cap Pipe

LOCATION By Room 121 & 900 Wing
: ACTION REQUIRED: Repair drinking fountains
CORRECTION CODE: "M"

LOCATION: Hallway between 501B & 511
ACTION REQUIRED: Repair drinking fountains
CORRECTION CODE: "M"

 **Violation cleared on 1/26/2015**

506 Electrical systems meet safety requirements.

S. Ganger - LOCATION: Fish 806 , Fish 802 , Fish 804
ACTION REQUIRED: emergency Light Not working
CORRECTION CODE: "M"

LOCATION: Exterior Exit 810 Girls Locker
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Exterior Exit 810 Girls Locker

ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Exterior Exit 810 Girls Locker

ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

LOCATION: Fish 806 , Fish 802 , Fish 804
ACTION REQUIRED: emergency Light Not working
CORRECTION CODE: "M"

510 Building envelope shall be maintained in good condition

S. Ganger - LOCATION: Front entry above walkway
ACTION REQUIRED: Remove debris from rain gutters SREF5(7)(c)
CORRECTION CODE: "M"

LOCATION: Roof over Kitchens
ACTION REQUIRED: leaking into Light
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Roof over Kitchens
ACTION REQUIRED: leaking into Light
CORRECTION CODE: "M"

Inspection Comments: LOCATION: Front entry above walkway
ACTION REQUIRED: Remove debris from rain gutters SREF5(7)(c)
CORRECTION CODE: "M"

 **Violation cleared on 5/4/2015**

700 Sanitation & Health

710 Sanitation & Health Other

D. Remole - LOCATION: Throughout the school in all of the science classrooms
ACTION REQUIRED: All eye wash station in the science classrooms need service and work.
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: Throughout the school in all of the science classrooms
ACTION REQUIRED: All eye wash station in the science classrooms need service and work.
CORRECTION CODE: "O"

 **Violation cleared on 5/4/2015**

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

15.7.3.3 Inspection of Door Openings.

Inspector Comments: D. Remole: Microwave in Use - Warning Signs should be posted in the area of the microwave being used. "Microwave in Use": If you have a pacemaker or other similar implanted device, there is a possible radio frequency radiation hazard.. 1910.97

Reinspection #2 Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

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Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman

Local Official- John Duran

Inspector:



History Load
1/26/2015

Inspector:



Scott Ganger
5/4/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or Safety and Sanitation
564-5020

Occupant Name:	Storm Grove Middle School	Inspection Date:	10/16/2014, 1/30/2015, 5/18/2015
Address:	6400 57th Street	Inspection Type:	Annual: Firesafety, Casualty & Sanitation
City:	Vero Beach	Inspected By:	Peter Copeman, District Official 772-564-5021 Darrell Remole 564-5023

Occupant Type: High school/junior high school/middle school- sprinklered
Occupant Number: FISH: 00031
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

200 MEANS OF EGRESS

- 299 MEANS OF EGRESS OTHER *P. Copeman, District Official - LOCATION: 2-004 3-004 back exit doors
ACTION REQUIRED: Door latch needs servicing
✓ Violation cleared on 1/30/2015*

300 PROTECTION

- 301 UNPROTECTED VERTICAL OPENING *P. Copeman, District Official - LOCATION: 1-118A, 4-210
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"
✓ Violation cleared on 1/30/2015*

400 FIRE ALARM

- 405 SMOKE DETECTORS INOPERABLE/MISSING

P. Copeman, District Official - LOCATION: 1-122
ACTION REQUIRED: Raise to 12" from ceiling
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 1-122
ACTION REQUIRED: Raise to 12" from ceiling
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: 1-122
ACTION REQUIRED: Raise to 12" from ceiling
CORRECTION CODE: "M"

500 EXTINGUISHMENT

- 501 FIRE EXTINGUISHER REQUIRES INSPECTION

P. Copeman, District Official - LOCATION: 3-111B
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"
3years in a row

 **Violation cleared on 1/30/2015**

- 503 MONTHLY INSPECTION NOT DONE/RECORDED

P. Copeman, District Official - LOCATION: all
ACTION REQUIRED: Conduct monthly inspection and sign tag
CORRECTION CODE: "O"

 **Violation cleared on 1/30/2015**

- 599 SPRINKLER OTHER

P. Copeman, District Official - LOCATION: 2-206
ACTION REQUIRED: Replace missing escutcheon plate
CORRECTION CODE: "M"

 **Violation cleared on 1/30/2015**

800 UTILITIES

- 803 EXTENSION CORD NOT RATED FOR USE

P. Copeman, District Official - LOCATION: 1-104 , 1-110
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"

INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

 **Violation cleared on 1/30/2015**

900 HVAC

- 901 IMPROPER STORAGE

P. Copeman, District Official - LOCATION: 2-002 A
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms

 **Violation cleared on 1/30/2015**

1200 OPERATING FEATURES

- 1201 FIRE DRILLS CONDUCTED AS REQUIRED.

P. Copeman, District Official - ACTION REQUIRED: Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.
CORRECTION CODE: "O"

Although this facility may be on track, with the required number of drills, this category will not be cleared until the end of the school year.

 **Violation cleared on 1/30/2015**

Safety and Sanitation Codes 2014

Floor 1

100 Security and Access

- 108 Exterior door is operable and does not allow unauthorized access.
D. Remole - LOCATION: 2-102, 2-202, 2-108, 3-102, 3-201, 3-107, 3-111C, 4-107, 4-111, 4-108, 4-106, 4-207, 4-211, 4-201, .
ACTION REQUIRED: Classrooms are required to be locked while occupied by students
CORRECTION CODE: "M"
- LOCATION: Cafeteria Back door 1-119-E*
ACTION REQUIRED: Door does not close or latch.
CORRECTION CODE: "M"

 **Violation cleared on 1/30/2015**

300 Hazardous Materials

- 302 Chemical containers are labeled and identified.
D. Remole - LOCATION: 1-121
ACTION REQUIRED: Label containers with contents name or description.
CORRECTION CODE: "O"

 **Violation cleared on 1/30/2015**

500 Facility Maintenance

- 505 Plumbing is in good condition.
D. Remole - LOCATION: Clinic 1-115
ACTION REQUIRED: Lower water temp to 110 degrees Fahrenheit or less
CORRECTION CODE: "M"
- LOCATION: 4-111A*
ACTION REQUIRED: shower water temp is 75 degrees should be 110 degrees Fahrenheit
CORRECTION CODE: "M"
- LOCATION: 4-115*
ACTION REQUIRED: Repair leaking water heater
CORRECTION CODE: "M"
- LOCATION: 3-111A*
ACTION REQUIRED: Repair bathroom faucet (code 606.4)
CORRECTION CODE: "M"

 **Violation cleared on 1/30/2015**

- 507 Facility Maintenance Other
D. Remole - LOCATION: 2-111C
ACTION REQUIRED: Shelves not secured to wall
CORRECTION CODE: "M"

 **Violation cleared on 1/30/2015**

- 508 OSHA equipment regulations
D. Remole - LOCATION: 3-205
ACTION REQUIRED: Repair eyewash station 1910.151
CORRECTION CODE: "M"

LOCATION: 3-201, 4-205 and 4-202
ACTION REQUIRED: Clean eyewash station and sign monthly inspection card 1910.151
CORRECTION CODE: "M"

LOCATION: 1-124
ACTION REQUIRED: ladders not tied (secured to wall) 1910.450
CORRECTION CODE: "M"

LOCATION: 3-205
ACTION REQUIRED: student should be wearing safety glasses (1910.133)
CORRECTION CODE: "O"

✓ **Violation cleared on 1/30/2015**

- 600 General Safety**
 609 General Safety Other

*D. Remole - LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave in Use" OSHA 1910.97
CORRECTION CODE: "O"*

Reinspection #1 Comments: LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave in Use" OSHA 1910.97
CORRECTION CODE: "O"

✓ **Violation cleared on 5/18/2015**

- 700 Sanitation & Health**
 705 General areas are clean and free of vermon.

*D. Remole - LOCATION: Building 3 under roof frame
ACTION REQUIRED: remove pigeons
CORRECTION CODE: "M"*

✓ **Violation cleared on 1/30/2015**

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

- 15.7.3.3 Inspection of Door Openings.

Inspector Comments:

P. Copeman, District Official: 1-112, 2-115 have extinguishers, not out of date, but not serviced according to contract.

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

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Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman

Local Official- John Duran

Scott Ganger

Scott Ganger
1/30/2015

Inspector:

S Ganger

Inspector:

Scott Ganger
5/18/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or *Safety and Sanitation*
564-5020

Occupant Name:	Support Services Complex	Inspection Date:	9/29/2014, 2/13/2015, 5/22/2015
Address:	6055 62nd Avenue	Inspection Type:	Annual: Firesafety, Casualty & Sanitation
City:	Vero Beach	Inspected By:	Peter Copeman, District Official 772-564-5021 Scott Ganger 564-5026 Darrell Remole 564-5023

Occupant Type: Public or government, other
Occupant Number: 00032
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

200 MEANS OF EGRESS

- 202 EXIT LIGHTS INOPERABLE NORMAL MODE *P. Copeman, District Official - LOCATION: Entrance hall*
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Entrance hall

ACTION REQUIRED: Repair or Replace

CORRECTION CODE: "M"

✓ **Violation cleared on 5/22/2015**

210 EXIT ACCESS NOT MAINTAINED

P. Copeman, District Official - LOCATION: Shop Bays, path to man doors

ACTION REQUIRED: Clear path, 36" minimum

CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: Shop Bays, path to man doors

ACTION REQUIRED: Clear path, 36" minimum

CORRECTION CODE: "O"

✓ **Violation cleared on 5/22/2015**

300 PROTECTION

399 PROTECTION OTHER

P. Copeman, District Official - LOCATION: Chemical Shed

ACTION REQUIRED: store flammable liquid in cabinet

CORRECTION CODE: M

Reinspection #1 Comments: LOCATION: Chemical Shed

ACTION REQUIRED: store flammable liquid in cabinet

CORRECTION CODE: M

✓ **Violation cleared on 5/22/2015**

400 FIRE ALARM

499 FIRE ALARM OTHER

P. Copeman, District Official - LOCATION: 103

ACTION REQUIRED: strobe missing , replace

CORRECTION CODE: "M"

✓ **Violation cleared on 2/13/2015**

500 EXTINGUISHMENT

599 SPRINKLER OTHER

P. Copeman, District Official - LOCATION: 623

ACTION REQUIRED: Replace missing escutcheon plate

CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 623

ACTION REQUIRED: Replace missing escutcheon plate

CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: 623

ACTION REQUIRED: Replace missing escutcheon plate

CORRECTION CODE: "M"

800 UTILITIES

- 803 EXTENSION CORD NOT RATED FOR USE

*P. Copeman, District Official - LOCATION: 329
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"*

INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

***Reinspection #1 Comments:** LOCATION: 329
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"*

INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

✓ Violation cleared on 5/22/2015

- 807 MISSING/BROKEN RECEPTACLE/FACEPLATE

*P. Copeman, District Official - LOCATION: 610A
ACTION REQUIRED: Replace receptacle cover
CORRECTION CODE "M"*

***Reinspection #1 Comments:** LOCATION: 610A
ACTION REQUIRED: Replace receptacle / switch plate cover
CORRECTION CODE "M"*

✓ Violation cleared on 5/22/2015

- 899 UTILITIES OTHER

*P. Copeman, District Official - LOCATION: Records Storage
ACTION REQUIRED: move shredder receptacle
CORRECTION CODE: M*

***Reinspection #1 Comments:** LOCATION: Records Storage
ACTION REQUIRED: move shredder receptacle outside of sliding cabinets
CORRECTION CODE: M*

The cord to the shredder is between sliding cabinets. Issue has remained for the last 2 years.

***Reinspection #2 Comments:** LOCATION: Records Storage
ACTION REQUIRED: move shredder receptacle outside of sliding cabinets
CORRECTION CODE: M*

The cord to the shredder is between sliding cabinets.
Issue has remained for the last 2 years.

Pass Fail N/A

Safety and Sanitation Codes 2014

Floor 1

500 Facility Maintenance

505 Plumbing condition.

S. Ganger - Men's Bath room in front office ADA sink is working

Reinspection #1 Comments: LOCATION: Men's bathroom 1-005

ACTION REQUIRED: The ADA faucet is not working

✓ **Violation cleared on 5/22/2015**

Pass Fail N/A

Safety and Sanitation Codes

Floor 1

100 Security and Access

108 Exterior door is operable and does not allow unauthorized access.

✓ **Violation cleared on 2/13/2015**

300 Hazardous Materials

305 Compressed gas cylinders are anchored.

D. Remole - LOCATION: TRAILER M11 Carpet Unit
ACTION REQUIRED: LP Tank not Secured -1910.350
CORRECTION CODE "O"

✓ **Violation cleared on 2/13/2015**

399 Hazardous Materials Other

D. Remole - LOCATION: Pole Cover Building
ACTION REQUIRED: Remove 5lb. LP TANK - take out of use
CORRECTION CODE: "M"

✓ **Violation cleared on 2/13/2015**

400 Doors, Walks, and Surfaces

499 Door, Walks and Surfaces Other

D. Remole - LOCATION: Auto Wash Station Area
ACTION REQUIRED: Equipment operation area - Return water floor drain cover is missing
CORRECTION CODE "M"

Reinspection #1 Comments: LOCATION: Auto Wash Station Area


ACTION REQUIRED: Equipment operation area - Return water floor drain cover is missing
CORRECTION CODE "M"

✓ **Violation cleared on 5/22/2015**

500 Facility Maintenance

- 501 Structure, fixtures and materials are in good condition.

*D. Remole - LOCATION: SHOP
ACTION REQUIRED: Eye wash station - need service - Very low water pressure - no monthly inspection signed 1910.151
CORRECTION CODE "M"*

***Reinspection #1 Comments:** LOCATION: SHOP
ACTION REQUIRED: Eye wash station - need service - Very low water pressure - no monthly inspection signed 1910.151
CORRECTION CODE "M"
 **Violation cleared on 5/22/2015***

- 599 Facility Maintenance Other

*S. Ganger - LOCATION: north central above loading docks
ACTION REQUIRED: Clean gutters out
CORRECTION CODE: "M"*

*LOCATION: North East exterior wall inside corner of office
ACTION REQUIRED: Remove vines on wall & window
CORRECTION CODE: "M"*

*D. Remole - LOCATION: South center Room - No Number
ACTION REQUIRED: Air handier leaking water Heavy on floor by fire sprinkler water pipe (rusting)
CORRECTION CODE: "M"*

*LOCATION: outside lawn ground area by the back of the Print Shop area
ACTION REQUIRED: White cap broken / replace broken cap
CORRECTION CODE: "M"*

*LOCATION: 1-610
ACTION REQUIRED: Damaged water leak ceiling tile - replace
CORRECTION CODE: "M"*

*LOCATION: Metal Shop
ACTION REQUIRED: small metal cutter frayed electrical cord - 1910.416
CORRECTION CODE: "M"*

*LOCATION: Metal Shop
ACTION REQUIRED: ARGON compressed cylinder not secured - 1910.350
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: South center Room - No Number
ACTION REQUIRED: Air handier leaking water Heavy on floor by fire sprinkler water pipe (rusting)
CORRECTION CODE: "M"

LOCATION: outside lawn ground area by the back of the Print Shop area
ACTION REQUIRED: White cap broken / replace broken cap
CORRECTION CODE: "M"

LOCATION: 1-610
ACTION REQUIRED: Damaged water leak ceiling tile - replace
CORRECTION CODE: "M"

LOCATION: Metal Shop
ACTION REQUIRED: small metal cutter frayed electrical cord - 1910.416
CORRECTION CODE: "M"

Reinspection #3 Comments: LOCATION: South center Room - No Number
ACTION REQUIRED: Air handier leaking water Heavy on floor by fire sprinkler water pipe (rusting)
CORRECTION CODE: "M"

Reinspection #4 Comments: LOCATION: north central above loading docks
ACTION REQUIRED: Clean gutters out
CORRECTION CODE: "M"

LOCATION: South center Room - No Number
ACTION REQUIRED: Air handier leaking water Heavy on floor by fire sprinkler water pipe (rusting)
CORRECTION CODE: "M"

600 General Safety

- 608 Staff uses personal protective equipment when exposed to hazards.

D. Remole - LOCATION: Wood Shop Area
ACTION REQUIRED: Table Saw - No guards / saw blade exposed - 1910.212
CORRECTION CODE: "M"

LOCATION: Wood Shop
ACTION REQUIRED: All Radial Arm Saws- No GUARDS - 1910.212
CORRECTION CODE: "M"

LOCATION: Wood Shop
ACTION REQUIRED: BENCH GRINDER - No
GUARD -1910.215
CORRECTION CODE: "M"

LOCATION: Wood Shop
ACTION REQUIRED: All Power cutting machine No
Guard 1910.212
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Wood
Shop Area
ACTION REQUIRED: Table Saw - No guards / saw
blade exposed - 1910.212
CORRECTION CODE: "M"

LOCATION: Wood Shop
ACTION REQUIRED: All Radial Arm Saws- No
GUARDS - 1910.212
CORRECTION CODE: "M"

LOCATION: Wood Shop
ACTION REQUIRED: Bench Grinder - No Guard -
1910.215
CORRECTION CODE: "M"

LOCATION: Wood Shop
ACTION REQUIRED: All Power cutting machine No
Guard 1910.212
CORRECTION CODE: "M"

 **Violation cleared on 5/22/2015**

699 General Safety Other

D. Remole - LOCATION: Rm 1-103
ACTION REQUIRED: Trip hazard - Door open way
plate
CORRECTION CODE: "M"

LOCATION: Front entrance of building the flag pole
area
ACTION REQUIRED: Remove wire grass around light
fixture - fire hazard
CORRECTION ACTION: "M"

LOCATION: Warehouse portable / moveable ladder
ACTION REQUIRED: Repair broken - lock device -
locking ladder from moving
CORRECTION CODE: "M"

LOCATION: Metal Shop
ACTION REQUIRED: Eye wash station - No monthly
inspection - 1910.151
CORRECTION CODE: "M"

Reinspection #1 Comments:

LOCATION: Warehouse portable / moveable ladder

ACTION REQUIRED: Repair broken - lock device - locking ladder from moving

CORRECTION CODE: "M"

LOCATION: Metal Shop

ACTION REQUIRED: Eye wash station - No monthly inspection - 1910.151

CORRECTION CODE: "M"

✓ **Violation cleared on 5/22/2015**

Inspector Comments: D. Remole: NEED LINE FOR out DATED items

Reinspection #1 Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

ALL VIOLATIONS MUST BE CORRECTED.

An authorized representative of the Indian River School District has observed the above noted violations of the Florida Fire Prevention Code or SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman

Local Official- John Duran

Inspector:



Darrell Remole

9/29/2014

Company Representative:



T Musselwhite

5/22/2015

Inspector:



Scott Ganger

5/22/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or Safety and Sanitation
564-5020

Occupant Name:	Transportation	Inspection Date:	10/1/2014, 2/13/2015, 5/1/2015
Address:	5235 41st Street	Inspection Type:	Annual: Firesafety, Casualty & Sanitation
City:	Vero Beach	Inspected By:	Peter Copeman, District Official 772-564-5021 Scott Ganger 564-5026 Darrell Remole 564-5023

Occupant Type: Motor vehicle or boat sales, services, repair-sprinklered
Occupant Number: FISH: 9008
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

500 EXTINGUISHMENT

501 FIRE EXTINGUISHER
REQUIRES INSPECTION

*P. Copeman, District Official - LOCATION: LP fuel station
ACTION REQUIRED: Extinguisher out of date, conduct annual
service
CORRECTION CODE: "M"*

*LOCATION: south wall of garage, by bench
ACTION REQUIRED: Replace discharged extinguisher
CORRECTION CODE "M"
Work Order #*

***Reinspection #1 Comments:** LOCATION: LP fuel station
ACTION REQUIRED: Extinguisher out of date, conduct annual
service
CORRECTION CODE: "M"*

 **Violation cleared on 5/1/2015**

503 MONTHLY INSPECTION NOT
DONE/RECORDED

*P. Copeman, District Official - LOCATION: all
ACTION REQUIRED: Conduct monthly inspection and sign tag
CORRECTION CODE: "O"*

 **Violation cleared on 2/13/2015**

800 UTILITIES

- 804 IMPROPER USE OF MULTISTRIP/EXTEN CORDS

*P. Copeman, District Official - LOCATION: Dispatch
 ACTION REQUIRED: Remove surge to surge connection
 CORRECTION CODE: "O"*

INSPECTORS COMMENTS: Daisy chain of units is not allowed. These devices are available in many lengths to gain access to a receptacle.

Reinspection #1 Comments: *LOCATION: Dispatch
 ACTION REQUIRED: Remove surge to surge connection
 CORRECTION CODE: "O"*

INSPECTORS COMMENTS: Daisy chain of units is not allowed. These devices are available in many lengths to gain access to a receptacle.

✓ Violation cleared on 5/1/2015

Pass Fail N/A

Safety and Sanitation Codes

Floor 1

300 Hazardous Materials

- 302 Chemical containers are labeled and identified.

*D. Remole - LOCATION: JANITOR closet
 ACTION REQUIRED: Label containers with contents name or description.
 CORRECTION CODE: "O"*

Reinspection #1 Comments: *LOCATION: JANITOR closet
 ACTION REQUIRED: Label containers with contents name or description.
 CORRECTION CODE: "O"*

✓ Violation cleared on 5/1/2015

500 Facility Maintenance

- 501 Structure, fixtures and materials are in good condition.

*D. Remole - LOCATION: By drivers lounge - hallway between restrooms
 ACTION REQUIRED: Water fountain not working and the other not meeting ADA standards
 CORRECTION CODE "M"*

*LOCATION: GARAGE
 ACTION REQUIRED: Eye wash station - No monthly inspection - missing one eye cap cover
 CORRECTION CODE "M"*

Reinspection #1 Comments: *LOCATION: By drivers lounge - hallway between restrooms
 ACTION REQUIRED: Water fountain not working and the other not meeting ADA standards
 CORRECTION CODE "M"*

*LOCATION: GARAGE
 ACTION REQUIRED: Eye wash station - No monthly inspection - missing one eye cap cover
 CORRECTION CODE "M"*

✓ Violation cleared on 5/1/2015

- 506 Electrical systems meet safety requirements.

S. Ganger - LOCATION: Electric Room
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

LOCATION: General workstations above Ref/ bay 4/5
ACTION REQUIRED: Replace broken / Worn electric plug Frayed cords ends
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Electric Room
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

LOCATION: General workstations above Ref/ bay 4/5
ACTION REQUIRED: Replace broken / Worn electric plug Frayed cords ends
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: General workstations above Ref/ bay 4/5
ACTION REQUIRED: Replace broken / Worn electric plug Frayed cords ends
CORRECTION CODE: "M"

600 General Safety

- 608 Staff uses personal protective equipment when exposed to hazards.

D. Remole - LOCATION: Garage shop area
Action REQUIRED: Employees not wearing safety glasses
CORRECTION CODE: "O"

LOCATION: Garage
ACTION REQUIRED: bench metal cutting machine does not have any guards
CORRECTION CODE: "O"

LOCATION: Garage area - parts cleaning machine
ACTION REQUIRED: No safety equipment (glasses and gloves) PPE
CORRECTION CODE: "O"

LOCATION: Garage - south wall - chemical area
ACTION REQUIRED: Eye wash station - blocked by 55 gal. barrels
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: Garage shop area
Action REQUIRED: Employees not wearing safety glasses
CORRECTION CODE: "O"

LOCATION: Garage
ACTION REQUIRED: bench metal cutting machine does not have any guards
CORRECTION CODE: "O"

LOCATION: Garage area - parts cleaning machine
ACTION REQUIRED: No safety equipment (glasses and gloves) PPE
CORRECTION CODE: "O"

Reinspection #2 Comments: Inspection Comments:

LOCATION: Garage shop area

Action REQUIRED: Employees not wearing safety glasses

CORRECTION CODE: "O"

Inspector Comments: D. Remole: Garage floor - does not have NON Slip surface - very slippery when wet - slip hazard

Reinspection #1 Comments: D. Remole: Garage floor - does not have NON Slip surface - very slippery when wet - slip hazard

Reinspection #2 Comments: D. Remole: Garage floor - does not have NON Slip surface - very slippery when wet - slip hazard

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

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Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman

Local Official- John Duran



Inspector:

Scott Ganger
5/1/2015

Indian River School District Inspection Report

6055 62nd Ave

Vero Beach, FL 32967

Firesafety or Safety and Sanitation

564-5020

Occupant Name:	Treasure Coast Elementary School	Inspection Date:	10/8/2014, 1/29/2015, 5/4/2015
Address:	8955 85th Street	Inspection Type:	Annual: Firesafety, Casualty & Sanitation
City:	Sebastian	Inspected By:	Peter Copeman, District Official 772-564-5021 Scott Ganger 564-5026 Darrell Remole 564-5023

Occupant Type: Elementary school, including kindergarten-sprinklered

Occupant Number: FISH: 00028

Suite:

Schedule A Fire Codes

Floor 1

100 GENERAL REQUIREMENTS

- 199 GENERAL REQUIREMENTS

P. Copeman, District Official - LOCATION: 313
ACTION REQUIRED: store flammable liquid in cabinet
CORRECTION CODE "O"

Reinspection #1 Comments: LOCATION: 313
ACTION REQUIRED: store flammable liquid in cabinet (clear blue)
CORRECTION CODE "O"

 **Violation cleared on 5/4/2015**

300 PROTECTION

- 301 UNPROTECTED VERTICAL OPENING

P. Copeman, District Official - LOCATION: stage, 605, 1233
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: stage,
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"

 **Violation cleared on 5/4/2015**

400 FIRE ALARM

- 405 SMOKE DETECTORS INOPERABLE/MISSING

P. Copeman, District Official - LOCATION: 505
ACTION REQUIRED: Add detector
CORRECTION CODE: "M"

INSPECTORS COMMENTS: 5th year for this violation

Reinspection #1 Comments: LOCATION: 505
ACTION REQUIRED: Add detector
CORRECTION CODE: "M"
INSPECTORS COMMENTS: 5th year for this violation

 **Violation cleared on 5/4/2015**

- 407 FACP INDICATES TROUBLE CONDITION

P. Copeman, District Official - LOCATION: main panel
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: main panel
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"

 **Violation cleared on 5/4/2015**

500 EXTINGUISHMENT

- 501 FIRE EXTINGUISHER REQUIRES INSPECTION

P. Copeman, District Official - LOCATION: 409, 628, 808, 500 mech, 733, 402, 414
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"

 **Violation cleared on 1/29/2015**

- 517 SPRINKLER SYSTEM NOT INSPECTED/TAGGED

P. Copeman, District Official - LOCATION: 900 + 1200
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"

 **Violation cleared on 1/29/2015**

599 SPRINKLER OTHER

P. Copeman, District Official - LOCATION: 204, 409, 400 hallway, 611, 724, and 717.

*ACTION REQUIRED: Replace missing escutcheon plate
CORRECTION CODE: "M"*

LOCATION: 1200 Wing

*ACTION REQUIRED: install door sign on panel
CORRECTION CODE: "M"*

Reinspection #1 Comments: *LOCATION: 204, 409, 400 hallway, 611, 724, and 717.*

*ACTION REQUIRED: Replace missing escutcheon plate
CORRECTION CODE: "M"*

LOCATION: 1200 Wing @ north exit doors

*ACTION REQUIRED: install sign on gray door panel. (Riser Pipe Inside)
CORRECTION CODE: "M"*

Reinspection #2 Comments: *LOCATION: 1200 Wing*

*ACTION REQUIRED: install door sign on panel
CORRECTION CODE: "M"*

800 UTILITIES

804 IMPROPER USE OF MULTISTRIP/EXTEN CORDS

*P. Copeman, District Official - LOCATION: 722, 403
ACTION REQUIRED: Remove surge to surge connection
CORRECTION CODE: "O"*

INSPECTORS COMMENTS: Daisy chain of units is not allowed. These devices are available in many lengths to gain access to a receptacle.

Reinspection #1 Comments: *LOCATION: 722, 403*

*ACTION REQUIRED: Remove surge to surge connection
CORRECTION CODE: "O"*

INSPECTORS COMMENTS: Daisy chain of units is not allowed. These devices are available in many lengths to gain access to a receptacle.

 **Violation cleared on 5/4/2015**

1200 OPERATING FEATURES

1201 FIRE DRILLS CONDUCTED AS REQUIRED.


*P. Copeman, District Official - ACTION REQUIRED: Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.
CORRECTION CODE: "O"*


Although this facility may be on track, with the required number of drills, this category will not be cleared until the end of the school year.

Safety and Sanitation Codes 2014

Floor 1


100 Security and Access

108 Exterior door is operable and does not allow unauthorized access.
D. Remole - LOCATION: 402, 403, 406, 500, 602, 605, 607, 610, 611, 614, 619, 620, 623, 625, 627, 702, 706, 707, 713, 717, 718, 731, 1202, 1206, 1207, 1213, 1217, 1218, 1222, 1224, 1228, and 1231.
ACTION REQUIRED: Classrooms are required to locked during student occupancy
CORRECTION CODE: "O"
 **Violation cleared on 1/29/2015**

110 Security and Access Other
D. Remole - LOCATION: 311 Central Receiving Double doors
ACTION REQUIRED: Not in use they should be secured / closed
CORRECTION CODE: "O"
 **Violation cleared on 1/29/2015**


300 Hazardous Materials

302 Chemical containers are labeled and identified.
D. Remole - LOCATION: 629 and 732 (Janitor's Closet).
ACTION REQUIRED: Label containers with contents name or description. OSHA 1910.1200
CORRECTION CODE: "O"

Reinspection #1 Comments: *LOCATION: 629 (Janitor's Closet).*
ACTION REQUIRED: Label containers with contents name or description. OSHA 1910.1200
CORRECTION CODE: "O"
 **Violation cleared on 5/4/2015**


400 Doors, Walks, and Surfaces

410 Door, Walks and Surfaces Other
D. Remole - LOCATION: 417 and 500 by teacher's desk
ACTION REQUIRED: Trip hazard - electrical or other cords should be removed or covered in the walk path. 1910.22
CORRECTION CODE "O"

Reinspection #1 Comments: *LOCATION: 417 by teacher's desk*
ACTION REQUIRED: Trip hazard - electrical or other cords should be removed or covered in the walk path. 1910.22
CORRECTION CODE "O"
 **Violation cleared on 5/4/2015**

500 Facility Maintenance

501 Structure, fixtures and materials are in good condition.
D. Remole - LOCATION: 700 and 900 wings
ACTION REQUIRED: outside clean-out pipe is missing cap
CORRECTION CODE "M"

LOCATION: Behind 700 wing
ACTION REQUIRED: side walk (broken) repair or remove OSHA 1910.22
CORRECTION CODE "M"
 **Violation cleared on 5/4/2015**

505 Plumbing condition.
S. Ganger - LOCATION: Storage 310
ACTION REQUIRED: Replace Leaking valve
CORRECTION CODE "M"

LOCATION: Bath/Toilet rooms 620, 616, 614, 631, 604, 602, 727, 720, and 721

ACTION REQUIRED: Repair faucet adjust to ADA standards FBC Accessibility 606.4 Faucets

CORRECTION CODE: "M"

D. Remole - LOCATION: Cafeteria and 613

ACTION REQUIRED: Repair drinking fountains Chapter 6 (606.4)

CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Cafeteria and 613

ACTION REQUIRED: Repair drinking fountains Chapter 6 (606.4)

CORRECTION CODE: "M"

Inspection Comments: LOCATION: Storage 310

ACTION REQUIRED: Replace Leaking valve

CORRECTION CODE: "M"

LOCATION: Bath/Toilet rooms 620, 616, 614, 631, 604, 602, 727, 720, and 721.

ACTION REQUIRED: Repair faucet adjust to ADA standards FBC Accessibility 606.4 Faucets

CORRECTION CODE: "M"

Reinspection #3 Comments: LOCATION: Storage 310

ACTION REQUIRED: Replace Leaking valve

CORRECTION CODE: "M"

 **Violation cleared on 1/29/2015**

507 Facility Maintenance Other

D. Remole - LOCATION: 104 Clinic

ACTION REQUIRED: possible roof leak - repair and replace ceiling tiles.

CORRECTION CODE: M

 **Violation cleared on 1/29/2015**

508 OSHA equipment regulations

D. Remole - LOCATION: Thru-out


ACTION REQUIRED: Post Microwave signs (Microwave Oven in use) OSHA 1910.97

CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Thru-out

ACTION REQUIRED: Post Microwave signs (Microwave Oven in use) OSHA 1910.97

CORRECTION CODE: "M"

 **Violation cleared on 5/4/2015**

509 SREF Site requirements

S. Ganger - LOCATION: 500 wing exterior mechanical room

ACTION REQUIRED: Replace missing signs SREF5(2)(b)

CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 500 wing exterior mechanical room

ACTION REQUIRED: Replace missing signs SREF5(2)(b)

CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: 500 wing exterior mechanical room

ACTION REQUIRED: Replace missing signs SREF5(2)(b)

CORRECTION CODE: "M"

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

- 15.7.3.3 Inspection of Door Openings.

Inspector Comments: P. Copeman, District Official: Evacuation maps depict two routes but most are not easy to read.

Reinspection #1 Comments: Please place a work order for new Flag pole rope

Evacuation maps depict two routes but most are not easy to read

Reinspection #2 Comments: P. Copeman, District Official: Evacuation maps depict two routes but most are not easy to read.

Please place a work order for new Flag pole rope

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

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O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

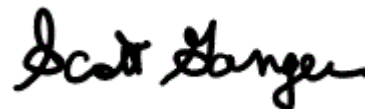
District Official- Peter Copeman

Local Official- John Duran

Inspector:



Scott Ganger
5/4/2015



Inspector:

Scott Ganger
1/29/2015

**Indian River School
District Inspection Report**

6055 62nd Ave

Vero Beach, FL 32967

Firesafety or Safety and Sanitation

564-5020

Occupant Name: Vero Beach Elementary
Address: 1770 12th Street
City: Vero Beach

Inspection Date: 10/27/2014, 2/5/2015, 5/19/2015
Inspection Type: Annual: Firesafety, Casualty & Sanitation
Inspected By: Peter Copeman, District Official
772-564-5021
Scott Ganger
564-5026
Darrell Remole
564-5023

Occupant Type: Elementary school, including kindergarten
Occupant Number: FISH: 00013
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

100 GENERAL REQUIREMENTS

101 CHANGE OF OCCUPANCY OR SUB-CLASS

*P. Copeman, District Official - LOCATION: 2-102, 2-104
ACTION REQUIRED: provide GFCI receptacles throughout ESE classroom
CORRECTION CODE: "C"*

Reinspection #1 Comments: LOCATION: 2-102, 2-104
ACTION REQUIRED: provide GFCI receptacles throughout ESE classroom
CORRECTION CODE: "C"

Reinspection #2 Comments: LOCATION: 2-102, 2-104
ACTION REQUIRED: provide GFCI receptacles throughout ESE classroom
CORRECTION CODE: "C"

200 MEANS OF EGRESS

202 EXIT LIGHTS INOPERABLE NORMAL MODE

*P. Copeman, District Official - LOCATION: Media Center
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"*

 **Violation cleared on 2/5/2015**

299 MEANS OF EGRESS OTHER

*P. Copeman, District Official - LOCATION: Gate between Building 1 and 2, Building 3 courtyard
ACTION REQUIRED: latch needs servicing
CORRECTION CODE: "M"*

Reinspection #1 Comments: LOCATION: Gate between Building 1 and 2, Building 3 courtyard
ACTION REQUIRED: latch needs servicing
CORRECTION CODE: "M"

 **Violation cleared on 5/19/2015**


400 FIRE ALARM


407 FACP INDICATES TROUBLE CONDITION

*P. Copeman, District Official - LOCATION: Office
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"*

 **Violation cleared on 2/5/2015**


500 EXTINGUISHMENT

501 FIRE EXTINGUISHER REQUIRES INSPECTION
*P. Copeman, District Official - LOCATION: 1-190, 9-102, 1-191
ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"*
Reinspection #1 Comments: LOCATION: 1-191
*ACTION REQUIRED: Extinguisher out of date, conduct annual service
CORRECTION CODE: "M"*
 **Violation cleared on 5/19/2015**

502 PORTABLE EXTINGUISHER IMPROPERLY MOUNTED
*P. Copeman, District Official - LOCATION: Kitchen
ACTION REQUIRED: Properly mount extinguisher in a clear area no more that 5ft above floor or less than 4 inches.
CORRECTION CODE: "M"*
Reinspection #1 Comments: LOCATION: Kitchen
*ACTION REQUIRED: Properly mount extinguisher in a clear area no more that 5ft above floor or less than 4 inches.
CORRECTION CODE: "M"*
 **Violation cleared on 5/19/2015**

599 SPRINKLER OTHER
*P. Copeman, District Official - LOCATION: 1-192
ACTION REQUIRED: Remove sprinkler guard
CORRECTION CODE: "M"*
LOCATION: Central Receiving
*ACTION REQUIRED: clear bushes to gain FDC access
CORRECTION CODE: "M"*
LOCATION: Building 2
*ACTION REQUIRED: Replace missing stand pipe caps
CORRECTION CODE: "M"*
Reinspection #1 Comments: LOCATION: 1-192
*ACTION REQUIRED: Remove sprinkler guard
CORRECTION CODE: "M"*
LOCATION: Building 2
*ACTION REQUIRED: Replace missing stand pipe caps
CORRECTION CODE: "M"*
Reinspection #2 Comments: LOCATION: Building 2
*ACTION REQUIRED: Replace missing stand pipe caps
CORRECTION CODE: "M"*

700 BUILDING SERVICES

703 LP GAS CYL INSTALLATION/PROTECTION
*P. Copeman, District Official - LOCATION: Chiller Yard
ACTION REQUIRED: Label LP tanks
CORRECTION CODE: "M"*
Reinspection #1 Comments: LOCATION: Chiller Yard
*ACTION REQUIRED: Label LP tanks
CORRECTION CODE: "M"*
 **Violation cleared on 5/19/2015**

1000 ELEVATOR/ESCALATOR/ETC.

- 1002 ELEVATOR SERVICE RECORD NOT MAINTAINED

P. Copeman, District Official - LOCATION: Building 2
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"
2 years in a row

Reinspection #1 Comments: LOCATION: Building 2
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"
2 years in a row

Reinspection #2 Comments:

 **Violation cleared on 5/19/2015**

1200 OPERATING FEATURES

- 1201 FIRE DRILLS CONDUCTED AS REQUIRED.

P. Copeman, District Official - ACTION REQUIRED: Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.
CORRECTION CODE: "O"

Although this facility may be on track, with the required number of drills, this category will not be cleared until the end of the school year.

 **Violation cleared on 2/5/2015**

- 1205 FIRE EVACUATION PLAN(S) NOT POSTED

P. Copeman, District Official - LOCATION: 2-206
ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: 2-206
ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.
CORRECTION CODE: "O"

 **Violation cleared on 5/19/2015**

Pass Fail N/A


Safety and Sanitation Codes 2014

Floor 1

100 Security and Access

- 110 Security and Access Other

D. Remole - LOCATION: 3-105, 3-104, 3-102, 3-101, two rear gates by 10-190.
ACTION REQUIRED: Classroom doors are required to be locked.
CORRECTION CODE: "O"

 **Violation cleared on 2/5/2015**

400 Doors, Walks, and Surfaces

- 401 Walking surface is even and with no trip and slip hazards.

D. Remole - LOCATION: Communication CMH-2 pit
ACTION REQUIRED: Repair and replace dirt missing from a large hole
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Communication CMH-2 pit
ACTION REQUIRED: Repair and replace dirt missing from a large hole
CORRECTION CODE: "M"

 **Violation cleared on 5/19/2015**

500 Facility Maintenance

504 Ventilation system is in operable condition.

D. Remole - LOCATION: 1-180, 1-192, 3-180
ACTION REQUIRED: install protective ceiling to stop the chemical fumes into the building ventilation system
CORRECTION CODE: "C"

Reinspection #1 Comments: LOCATION: 1-180, 1-192, 3-180
ACTION REQUIRED: install protective ceiling to stop the chemical fumes into the building ventilation system
CORRECTION CODE: "C"

Reinspection #2 Comments: LOCATION: 1-180, 1-192, 3-180
ACTION REQUIRED: install protective ceiling to stop the chemical fumes into the building ventilation system
CORRECTION CODE: "C"

505 Plumbing is in good condition.

S. Ganger - LOCATION: 3-109 214 A
ACTION REQUIRED: Metering Faucets shall remain open for 10 seconds minimum
ADA 606.4
CORRECTION CODE "M"

LOCATION: 2-109
ACTION REQUIRED: Adjust water Spout to produce a flow of 4 inches high Minimum ADA 602.6
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 3-109 214 A
ACTION REQUIRED: Metering Faucets shall remain open for 10 seconds minimum
ADA 606.4
CORRECTION CODE "M"

LOCATION: 2-109
ACTION REQUIRED: Adjust water Spout to produce a flow of 4 inches high Minimum ADA 602.6
CORRECTION CODE: "M"

 **Violation cleared on 5/19/2015**

506 Electrical systems meet safety requirements.

S. Ganger - LOCATION: 2-208B wall motion switch
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 2-208B wall motion switch
ACTION REQUIRED: Replace broken or missing fixture lens
CORRECTION CODE: "M"

 **Violation cleared on 5/19/2015**

507 Facility Maintenance Other

 **Violation cleared on 2/5/2015**

508 OSHA equipment regulations

D. Remole - LOCATION: 3-101, 3-103.
ACTION REQUIRED: Clean eyewash station and sign monthly inspection card 1910.151
CORRECTION CODE: "M"

LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave Oven In Use"
(OSHA 1910.97)
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 3-101, 3-103.
ACTION REQUIRED: Clean eyewash station and sign
monthly inspection card 1910.151
CORRECTION CODE: "M"

LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave Oven In Use"
(OSHA 1910.97)
CORRECTION CODE: "M"

 **Violation cleared on 5/19/2015**

510 Building envelope shall be maintained in good condition

S. Ganger - LOCATION: Hallway walls @2-206
ACTION REQUIRED: Repair wall where vinyl expansion strip loose
CORRECTION CODE: "M"

LOCATION: Hallway @ 2-204
ACTION REQUIRED: Install proper corner guards / missing
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Hallway walls @2-206
ACTION REQUIRED: Repair wall where vinyl expansion strip loose
CORRECTION CODE: "M"

LOCATION: Hallway @ 2-204
ACTION REQUIRED: Install proper corner guards / missing
CORRECTION CODE: "M"

 **Violation cleared on 5/19/2015**

600 General Safety

602 Storage is in appropriate LOCATIONS and meets safety standards.

D. Remole - LOCATION: Thru-out school
ACTION REQUIRED: classroom storages area very poor housekeeping
CORRECTION CODE: "O"

 **Violation cleared on 2/5/2015**

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

15.7.3.3 Inspection of Door Openings.

Inspector Comments:

Reinspection #2 Comments:

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

ALL VIOLATIONS MUST BE CORRECTED.

An authorized representative of the Indian River School District has observed the above noted violations of the Florida Fire Prevention Code or SREF on your premises. If you do not understand any part of this notice, please contact our

office at the number listed above.

Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman

Local Official- John Duran

Inspector:



Scott Ganger
2/5/2015

Inspector:



Darrell Remole
10/27/2014

Company Representative:



James Sanders
5/19/2015

Inspector:



Scott Ganger
5/19/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967

Firesafety or Safety and Sanitation
564-5020

Occupant Name:	Vero Beach High School	Inspection Date:	10/22/2014, 2/6/2015, 5/27/2015
Address:	1707 16th Street	Inspection Type:	Annual: Firesafety, Casualty & Sanitation
City:	Vero Beach	Inspected By:	Peter Copeman, District Official 772-564-5021 Scott Ganger 564-5026 Darrell Remole 564-5023

Occupant Type: High school/junior high school/middle school- sprinklered

Occupant Number: FISH: 00001

Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

200 MEANS OF EGRESS

- 202
EXIT LIGHTS INOPERABLE
NORMAL MODE

P. Copeman, District Official - LOCATION: east gym stair tower, Citrus Bowl visitors' locker room
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: east gym stair tower, Citrus Bowl visitors' locker room
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Gym stair tower, Citrus Bowl visitors' locker room
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

- 204 EMERG LIGHTS NOT OPERATIONAL

P. Copeman, District Official - LOCATION: stage, Citrus Bowl west locker room, east locker room, visitors bathrooms
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: stage, Citrus Bowl west locker room, east locker room, visitors bathrooms
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Citrus Bowl , east locker room, visitors bathrooms
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

- 207 INADEQUATE EXIT WIDTHS

P. Copeman, District Official - LOCATION: PAC back hall
ACTION REQUIRED: clear hallway
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: PAC back hall
ACTION REQUIRED: clear hallway
CORRECTION CODE: "O"

Reinspection #2 Comments: LOCATION: PAC back hall
ACTION REQUIRED: clear hallway
CORRECTION CODE: "O"

- 299 MEANS OF EGRESS OTHER

P. Copeman, District Official - LOCATION: Small gym
ACTION REQUIRED: repair panic bar
CORRECTION CODE: "M"

LOCATION: 4-121, 4-115, 28-108, PAC stairs
ACTION REQUIRED: remove storage from all stair wells
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: Small gym
ACTION REQUIRED: repair panic bar
CORRECTION CODE: "M"

LOCATION: 4-121, 28-108, PAC stairs
ACTION REQUIRED: remove storage from all stair wells
CORRECTION CODE: "O"

Reinspection #2 Comments: LOCATION: 4-121, 28-108, PAC stairs
ACTION REQUIRED: remove storage from all stair wells
CORRECTION CODE: "O"

300 PROTECTION

302 UNPROTECTED HAZARDOUS AREA

P. Copeman, District Official - LOCATION: Citrus Bowl
ACTION REQUIRED: Grounds maintenance space under stadium does not meet the requirements of 101.13.4.8.5. Remove all combustible and flammable materials. Contact inspector for instructions on modifying area for further use.
CORRECTION CODE: "O"
SERIOUS LIFE SAFETY VIOLATION

Reinspection #1 Comments: LOCATION: Citrus Bowl
ACTION REQUIRED: Grounds maintenance space under stadium does not meet the requirements of 101.13.4.8.5. Remove all combustible and flammable materials. Contact inspector for instructions on modifying area for further use.
CORRECTION CODE: "O"
SERIOUS LIFE SAFETY VIOLATION

Reinspection #2 Comments: LOCATION: Citrus Bowl
ACTION REQUIRED: Grounds maintenance space under stadium does not meet the requirements of 101.13.4.8.5. Remove all combustible and flammable materials. Contact inspector for instructions on modifying area for further use.
CORRECTION CODE: "O"
SERIOUS LIFE SAFETY VIOLATION

399 PROTECTION OTHER

P. Copeman, District Official - LOCATION: 7-105E
ACTION REQUIRED: repair fire holder
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 7-105E
ACTION REQUIRED: repair fire holder
CORRECTION CODE: "M"

 **Violation cleared on 5/27/2015**

400 FIRE ALARM

405 SMOKE DETECTORS INOPERABLE/MISSING

P. Copeman, District Official - LOCATION: 906
ACTION REQUIRED: Add detector
CORRECTION CODE: "M"

INSPECTORS COMMENTS: Space is used as storage, mechanical, electrical or other area requiring a fire alarm device. 5th year in a row for this violation.

Reinspection #1 Comments: LOCATION: 906

ACTION REQUIRED: Add detector

CORRECTION CODE: "M"

INSPECTORS COMMENTS: Space is used as storage, mechanical, electrical or other area requiring a fire alarm device. 5th year in a row for this violation.

 **Violation cleared on 5/27/2015**

- 407 FACP INDICATES TROUBLE CONDITION

P. Copeman, District Official - LOCATION: office

ACTION REQUIRED: Call for service

CORRECTION CODE: "M"

Low battery

 **Violation cleared on 2/6/2015**

500 EXTINGUISHMENT

- 501 FIRE EXTINGUISHER REQUIRES INSPECTION

P. Copeman, District Official - LOCATION: 8-131, 8-182 , 8-142, 8-291, 8-280, 7-104, 7-109, gym riser room, 1-100C, 4-122, 4-202, 28-121 loft, 28-117, PAC Elec. room, 28-305, 28-301, all of the catwalks in the PAC

ACTION REQUIRED: Extinguisher out of date, conduct annual service

CORRECTION CODE: "M"

INSPECTORS COMMENT: some are not out of date but were not inspected and tagged as instructed

Reinspection #1 Comments: LOCATION: 8-131, 8-182 , 8-142, 8-291, 8-280, gym riser room, 1-100C, 4-122, 4-202, 28-121 loft, 28-117, PAC Elec. room, 28-305, 28-301, all of the catwalks in the PAC

ACTION REQUIRED: Extinguisher out of date, conduct annual service

CORRECTION CODE: "M"

INSPECTORS COMMENT: some are not out of date but were not inspected and tagged as instructed

Reinspection #2 Comments: LOCATION: 8-291, gym riser room, 1-100C, 4-122, 4-202, 28-121 loft, 28-117, PAC Elec. room, 28-305, 28-301, all of the catwalks in the PAC

ACTION REQUIRED: Extinguisher out of date, conduct annual service

CORRECTION CODE: "M"

INSPECTORS COMMENT: some are not out of date but were not inspected and tagged as instructed

- 506 EXTINGUISHER MISSING FROM LOCATION

P. Copeman, District Official - LOCATION: 2nd floor gym seating

ACTION REQUIRED: Replace or install as new

CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 2nd floor gym seating

ACTION REQUIRED: Replace or install as new

CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: 2nd floor gym seating

ACTION REQUIRED: Replace or install as new

CORRECTION CODE: "M"

515 HOOD SYSTEM NEEDS INSPECTION/MAINTENANCE

P. Copeman, District Official - LOCATION: 1-107
ACTION REQUIRED: suppression system out of date, call for service.
CORRECTION CODE: "M"

 **Violation cleared on 2/6/2015**

516 OTHER FIXED SYSTEM NEEDS INSPECT/MAINT

P. Copeman, District Official - LOCATION: Stage
ACTION REQUIRED: Annual on stand pipes required
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Stage
ACTION REQUIRED: Annual on stand pipes required
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Stage
ACTION REQUIRED: Annual on stand pipes required
CORRECTION CODE: "M"

517 SPRINKLER SYSTEM NOT INSPECTED/TAGGED

P. Copeman, District Official - LOCATION: big gym
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: big gym
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: big gym
ACTION REQUIRED: Call for service
CORRECTION CODE: "M"

700 BUILDING SERVICES

702 LP GAS CYL IMPROPERLY LOCATED/STORED

P. Copeman, District Official - LOCATION: baseball and softball concession stands
ACTION REQUIRED: store LP tanks outside
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: baseball and softball concession stands
ACTION REQUIRED: store LP tanks outside
CORRECTION CODE: "O"

Reinspection #2 Comments: LOCATION: baseball and softball concession stands
ACTION REQUIRED: store LP tanks outside
CORRECTION CODE: "O"

800 UTILITIES

801 INADEQUATE ACCESS TO ELECTRICAL PANEL

P. Copeman, District Official - LOCATION: 1-104, Citrus Bowl visitor press box storage
ACTION REQUIRED: Clear area in front of panel
CORRECTION CODE: "O"

 **Violation cleared on 2/6/2015**

803 EXTENSION CORD NOT RATED FOR USE

P. Copeman, District Official - LOCATION: 8-144, 4-114B, 4-106, 28-119, stage left cat walk.
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable

Reinspection #1 Comments: LOCATION: 8-144, 4-114B, 4-106, stage left cat walk
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable. The speaker cord in PAC Holds open a Fire door, please remove/ re-route

Reinspection #2 Comments: LOCATION: 4-114B, 4-106, stage left cat walk
ACTION REQUIRED: Remove cord or cube extension from use
CORRECTION CODE: "O"
INSPECTORS COMMENTS: Extensions cords or devices are not allowed to replace permanent wiring. Surge protected type devices are acceptable. The speaker cord in PAC Holds open a Fire door, please remove/ re-route

807 MISSING/BROKEN RECEPTACLE/FACEPLATE

P. Copeman, District Official - LOCATION: outside media center above bench, 104 patio
ACTION REQUIRED:
CORRECTION CODE "M"

Reinspection #1 Comments: LOCATION: outside media center above bench, 104 patio
ACTION REQUIRED:
CORRECTION CODE "M"

LOCATION: outside media center above bench, 104 patio
ACTION REQUIRED:
CORRECTION CODE "M"

 **Violation cleared on 5/27/2015**

809 OPEN ELECTRICAL JUNCTION BOX

P. Copeman, District Official - LOCATION: south ticket booth, baseball electrical room
ACTION REQUIRED: Replace cover
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: baseball electrical room
ACTION REQUIRED: Replace cover
CORRECTION CODE: "M"

 **Violation cleared on 5/27/2015**

899 UTILITIES OTHER

P. Copeman, District Official - LOCATION: 3-101
ACTION REQUIRED: remove projector cart from service and repair
CORRECTION CODE: "M"
exposed electrical parts

Reinspection #1 Comments: LOCATION: 3-101
ACTION REQUIRED: remove projector cart from service and repair
CORRECTION CODE: "M"
SERIOUS LIFE SAFETY VIOLATION exposed electrical parts

 **Violation cleared on 5/27/2015**

900 HVAC

- 901 IMPROPER STORAGE

*P. Copeman, District Official - LOCATION: all mechanical rooms
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms*

Reinspection #1 Comments: LOCATION: all mechanical rooms
CORRECTION CODE: "O"
Only AC Filters are allowed to be stored in the mechanical rooms

 **Violation cleared on 5/27/2015**

1200 OPERATING FEATURES

- 1201 FIRE DRILLS CONDUCTED AS REQUIRED.

- 1202 DANGEROUS CONDITION EXISTS

*P. Copeman, District Official - LOCATION: 1-112
ACTION REQUIRED: Observed candle burning in unoccupied room. Several candles present with burnt wicks and a lighter suggest this is a common occurrence. Open flames are only allowed in labs and shop classes. Remove candles
CORRECTION CODE: "O"
Serious life safety violation*

Reinspection #1 Comments: LOCATION: 1-112
ACTION REQUIRED: Observed candle burning in unoccupied room. Several candles present with Burt wicks and a lighter suggest this is a common occurrence. Open flames are only allowed in labs and shop classes. Remove candles
CORRECTION CODE: "O"
Serious life safety violation

 **Violation cleared on 5/27/2015**

- 1205 FIRE EVACUATION PLAN(S) NOT POSTED

*P. Copeman, District Official - LOCATION: 8-203
ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.
CORRECTION CODE: "O"*

Reinspection #1 Comments: LOCATION: 8-203
ACTION REQUIRED: Post plans that have clear contrasting colors next to the latch side of door.
CORRECTION CODE: "O"

 **Violation cleared on 5/27/2015**

Pass Fail N/A

Safety and Sanitation Codes 2014

Floor 1

100 Security and Access

- 102 Exposed equipment must be locked and secured.

*S. Ganger - LOCATION: visitor press box gate around light tower at football field
ACTION REQUIRED: secure gate with lock
CORRECTION CODE: "M"*

 **Violation cleared on 2/6/2015**

- 108 Exterior door is operable and does not allow unauthorized access.

*S. Ganger - LOCATION: 28-128, 28-122, 28-118
ACTION REQUIRED: Door does not close or latch, repair
CORRECTION CODE: "M"*

LOCATION: Fish 505, baseball & softball Press box and all locker rooms south of school
ACTION REQUIRED: Door does not close or latch, Install Door Closers SREF 5.8.2
CORRECTION CODE: "M"

LOCATION: Football Field north of school all exterior Doors subject to wind exposure
Press box, lockers rooms, bath rooms
ACTION REQUIRED: Door does not close or latch, Install Door Closers SREF 5.8.2
CORRECTION CODE: "M"

D. Remole - LOCATION: by 10-190
ACTION REQUIRED: Repair or place fence gate
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: by 10-190
ACTION REQUIRED: Repair or place fence gate
CORRECTION CODE: "M"

LOCATION: Fish 505, baseball & softball Press box and all locker rooms south of school
ACTION REQUIRED: Door does not close or latch, Install Door Closers SREF 5.8.2
CORRECTION CODE: "M"

LOCATION: Football Field north of school all exterior Doors subject to wind exposure
Press box, lockers rooms, bath rooms
ACTION REQUIRED: Door does not close or latch, Install Door Closers SREF 5.8.2
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: by 10-190
ACTION REQUIRED: Repair or place fence gate
CORRECTION CODE: "M"

 **Violation cleared on 5/27/2015**

110 Security and Access Other

D. Remole - LOCATION: 7-107, Small & Large GYM, 7-107A, 8-136, 8-141, 8-146, 8-208, 8-206, 8-201, 7-219, 2-214, 2-118, 2-203, 1-281, 1-213, 1-206, 2-216, 1-230, 1-212, 1-202, 2-214, 1-227, 1-207, 1-209, 2-213, 1-223, 1-209J, 1-205, 2-211, 1-218, 1-201, 2-204, 2-209, 1-217, 1-113, and 4-100.
ACTION REQUIRED: Classroom doors are required to be locked when occupied by students.
CORRECTION CODE: "O"

 **Violation cleared on 2/6/2015**

200 Emergency Management

205 Emergency Management Other

D. Remole - LOCATION: 7-109
ACTION REQUIRED: Fire extinguish blocked by a sack of lumber
CORRECTION CODE: "O"

LOCATION: 10-192
ACTION REQUIRED: Remove the MSA/SCBA equipment - District does not have anyone authorized to use this equipment (No training or records) Also, remove signs of equipment at this LOCATION.
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 10-192
ACTION REQUIRED: Remove the MSA/SCBA equipment - District does not have anyone authorized to use this equipment (No training or records) Also, remove signs of equipment at this LOCATION.
CORRECTION CODE: "M"

✓ **Violation cleared on 5/27/2015**

300 Hazardous Materials

- 302 Chemical containers are labeled and identified.

*D. Remole - LOCATION: 7-107
ACTION REQUIRED: Label containers with contents name or description.
CORRECTION CODE: "O"*

✓ **Violation cleared on 2/6/2015**

- 303 Chemical containers are closed and stored when not in use.

*D. Remole - LOCATION: 22-121A
ACTION REQUIRED: Chemicals storage on unstable self - replace or repair self.
CORRECTION CODE "M"*

Reinspection #1 Comments: LOCATION: 22-121A
ACTION REQUIRED: Chemicals storage on unstable self - replace or repair self.
CORRECTION CODE "M"

✓ **Violation cleared on 5/27/2015**

- 306 Hazardous Materials Other

*D. Remole - LOCATION: 28-121
ACTION REQUIRED: paint being poured into sink (EPA)
CORRECTION CODE: "M/O"*

LOCATION: 28-122
ACTION REQUIRED: yellow safety cabinet with stored chemicals - standing wide open - not closed
CORRECTION CODE: "M/O"

✓ **Violation cleared on 2/6/2015**

400 Doors, Walks, and Surfaces

- 401 Walking surface is even and with no trip and slip hazards.

*D. Remole - LOCATION: 7-109
ACTION REQUIRED: remove lumber sacked by door 7-109 - trip hazard
CORRECTION CODE: "O"*

LOCATION: Football Portable Unit
ACTION REQUIRED: Repair or replace rusted roof and damaged floor by door
CORRECTION CODE: "M"

LOCATION: 3-100
ACTION REQUIRED: Repair floor cover - trip hazard
CORRECTION CODE: "M"

LOCATION: 2-007, 1-005
ACTION REQUIRED: Replace bad worn rug by main in/out double doors - trip hazard
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Football Portable Unit
ACTION REQUIRED: Repair or replace rusted roof and damaged floor by door
CORRECTION CODE: "M"

LOCATION: 3-100
ACTION REQUIRED: Repair floor cover - trip hazard
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Football Portable Unit
ACTION REQUIRED: Repair or replace damaged floor by door
CORRECTION CODE: "M"

LOCATION: 3-100
ACTION REQUIRED: Repair floor cover - trip hazard
CORRECTION CODE: "M"

- 405 Stairways and ramps are unobstructed with no trip slip hazards.

D. Remole - LOCATION: 28-116, 28-118
ACTION REQUIRED: remove all items from the stairwell area - Not a storage area.
CORRECTION CODE: "M"

S. Ganger - LOCATION: softball press box handrail
ACTION REQUIRED: Install bottom guard
CORRECTION CODE: "M"

Reinspection #2 Comments: *Inspection Comments:*
LOCATION: softball press box handrail
ACTION REQUIRED: Install bottom guard
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 28-118
ACTION REQUIRED: remove all items from the stairwell area - Not a storage area.
CORRECTION CODE: "M"

Reinspection #3 Comments: *Inspection Comments:*
LOCATION: softball press box handrail
ACTION REQUIRED: Install bottom guard
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 28-118
ACTION REQUIRED: remove all items from the stairwell area - Not a storage area.
CORRECTION CODE: "M"

- 409 Handrails are provided for stairs and ramps.

S. Ganger - LOCATION: 7-004 upper Handrail
ACTION REQUIRED: Loose, damaged railing, tighten and/or repair
CORRECTION CODE: "M"
D. Remole - LOCATION: Visitors press box
ACTION REQUIRED: Stairs - Loose, damaged railing, tighten and/or repair (heavy rust damage)
CORRECTION CODE: "M"

Reinspection #2 Comments: *Inspection Comments:*
LOCATION: 7-004 upper Handrail
ACTION REQUIRED: Loose, damaged railing, tighten and/or repair
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Visitors press box
ACTION REQUIRED: Stairs - Loose, damaged railing, tighten and/or repair (heavy rust damage)
CORRECTION CODE: "M"

Reinspection #3 Comments: *Inspection Comments:*

LOCATION: 7-004 upper Handrail

ACTION REQUIRED: Loose, damaged railing, tighten and/or repair

CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Visitors press box

ACTION REQUIRED: Stairs - Loose, damaged railing, tighten and/or repair (heavy rust damage)

CORRECTION CODE: "M"

410 Door, Walks and Surfaces
Other

S. Ganger - LOCATION: 8-111

ACTION Exit door closer is closing To fast Repair

CORRECTION CODE "M"

LOCATION: 8-144

ACTION REQUIRED: Repair door lock loose

CORRECTION CODE "M"

LOCATION: Building 8 2Floor east Exit door

ACTION REQUIRED: Repair door closer/ loose and Falling

CORRECTION CODE "M"

LOCATION: 7-209

ACTION REQUIRED: Repair Floor tile missing

CORRECTION CODE "M". Remole - LOCATION: 7-012, 7-200A

ACTION REQUIRED: repair broken doors

CORRECTION CODE "M"

LOCATION: Small Gym (South-West Exit door)

ACTION REQUIRED: repair and replace missing panic bar

CORRECTION CODE "M"

LOCATION: Football portable unit

ACTION REQUIRED: Repair or replace door frame - weather damage (water)

CORRECTION CODE "M"

LOCATION: Theatre seating area (walkway)

ACTION REQUIRED: walkway lights repair or replace lights not working

CORRECTION CODE "M"

LOCATION: Football visitors press box

ACTION REQUIRED: replace missing windows of the press box

CORRECTION CODE "M"

Reinspection #1 Comments: LOCATION: Football visitors press box

ACTION REQUIRED: replace missing windows of the press box

CORRECTION CODE "M"

LOCATION: Small Gym (South-West Exit door)

ACTION REQUIRED: repair and replace missing panic bar

CORRECTION CODE "M"

LOCATION: Football portable unit

ACTION REQUIRED: Repair or replace door frame - weather damage (water)

CORRECTION CODE "M"

LOCATION: 8-111
ACTION Exit door closer is closing To fast Repair
CORRECTION CODE "M"

LOCATION: 8-144
ACTION REQUIRED: Repair door lock loose
CORRECTION CODE "M"

LOCATION: Building 8 2Floor east Exit door
ACTION REQUIRED: Repair door closer/ loose and Falling
CORRECTION CODE "M"

LOCATION: 7-209
ACTION REQUIRED: Repair Floor tile missing
CORRECTION CODE "M"

Reinspection #1 Comments: LOCATION: 7-200A
ACTION REQUIRED: repair missing latch/door plate cover
CORRECTION CODE "M"

Reinspection #3 Comments: LOCATION: 8-144
ACTION REQUIRED: Repair door lock loose
CORRECTION CODE "M"

500 Facility Maintenance

501 Structure, fixtures and materials are in good condition.

D. Remole - LOCATION: 3-100, 28-119
ACTION REQUIRED: Replace or remove broken mirrors
CORRECTION CODE "M"

LOCATION: 3-100
ACTION REQUIRED: Repair or replace damaged equipment pads
CORRECTION CODE "M"

LOCATION: 7-107A, 4-112
ACTION REQUIRED: Replace damaged ceiling tile
CORRECTION CODE "M"

LOCATION: 10-190
ACTION REQUIRED: replace missing pipe cover
CORRECTION CODE "M"

504 Ventilation system is in operable condition.

D. Remole - LOCATION: 7-105G, 28-126
ACTION REQUIRED: Bathroom vent not working, repair (SREF 5.5(16)(a) Mechanical)
CORRECTION CODE: "M"

S. Ganger - LOCATION: A/C not working in 1-121
ACTION REQUIRED: Ventilation system not working properly, repair
CORRECTION CODE: "M"

Reinspection #2 Comments: *Re-inspection #1 Comments:*
LOCATION: 28-126
ACTION REQUIRED: Bathroom vent not working, repair (SREF 5.5(16)(a) Mechanical)
CORRECTION CODE: "M"

Reinspection #3 Comments: Re-inspection #1 Comments:

LOCATION: 28-126

ACTION REQUIRED: Bathroom vent not working, repair (SREF 5.5(16)(a) Mechanical)

CORRECTION CODE: "M"

505 Plumbing condition.

P. Copeman, District Official - LOCATION: clinic

ACTION REQUIRED: Lower water temp to 110 degrees Fahrenheit or less

CORRECTION CODE: "M"

S. Ganger - LOCATION: Male Rest Room 8-124 7-101,1-103F

ACTION REQUIRED: Metering Faucets shall remain open for 10 seconds minimum

ADA 606.4

CORRECTION CODE "M"

LOCATION: 1-111B shower

ACTION REQUIRED: Lower water temp to 110 ° F or less

CORRECTION CODE: "M"

Water Spout to produce a flow of 4 inches high Minimum
ADA 602.6

Water Spout to produce a flow of 4 inches high Minimum
ADA 602.6

LOCATION: 4-100 Hallway

ACTION REQUIRED: Repair drinking fountains

Water Spout to produce a flow of 4 inches high Minimum

ADA 602.6

CORRECTION CODE: "M"

D. Remole - LOCATION: Women's Bathroom (visitors -football)

ACTION REQUIRED: Metering Faucets shall remain open for 10 seconds minimum

ADA 606.4

CORRECTION CODE "M"

Reinspection #1 Comments: LOCATION: Male Rest Room 8-124

ACTION REQUIRED: Metering Faucets shall remain open for 10 seconds minimum

ADA 606.4

CORRECTION CODE "M"

LOCATION: 1-111B shower

ACTION REQUIRED: Lower water temp to 110° F or less

CORRECTION CODE: "M"

Reinspection #1 Comments:

LOCATION: Women's Bathroom (visitors -football)

ACTION REQUIRED: Metering Faucets shall remain open for 10 seconds minimum

ADA 606.4

CORRECTION CODE "M"

Reinspection #2 Comments: LOCATION: clinic
ACTION REQUIRED: Lower water temp to 110° F or less
CORRECTION CODE: "M"

 **Violation cleared on 5/27/2015**

506 Electrical systems meet safety requirements.

D. Remole - LOCATION: 7-015, 7-004
ACTION REQUIRED: Replace missing electrical covers
CORRECTION CODE: "M"

LOCATION: 1-104
ACTION REQUIRED: repair #4 clay turn table - frayed electrical cord (OSHA 1910.416)
CORRECTION CODE: "M"

LOCATION: Catwalk #1 and #2
ACTION REQUIRED: Replace or repair jumpers (thru-out lighting system) OSHA 1910.416)
CORRECTION CODE: "M"

LOCATION: Theatre 3rd floor
ACTION REQUIRED: missing fixture lens bulbs
CORRECTION CODE: "M"

LOCATION: 28-125
ACTION REQUIRED: Remove and properly store fluorescent bulbs
CORRECTION CODE: "M"

S. Ganger - LOCATION: exit to hall from storage 4-112
ACTION REQUIRED: Exit sign loose
CORRECTION CODE: "M"

Reinspection #1 Comments:

LOCATION: 1-104
ACTION REQUIRED: repair #4 clay turn table - frayed electrical cord (OSHA 1910.416)
CORRECTION CODE: "M"

LOCATION: exit to hall from storage 4-112
ACTION REQUIRED: Exit sign loose
CORRECTION CODE: "M"

LOCATION: Theatre 3rd floor
ACTION REQUIRED: missing fixture lens bulbs
CORRECTION CODE: "M"

LOCATION: 28-125
ACTION REQUIRED: Remove and properly store fluorescent bulbs
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: 28-125
ACTION REQUIRED: Remove and properly store fluorescent bulbs
CORRECTION CODE: "M"

Reinspection #3 Comments: LOCATION: Theatre 3rd floor
ACTION REQUIRED: missing fixture lens bulbs
CORRECTION CODE: "M"

507 Facility Maintenance Other

S. Ganger - LOCATION: 8-004
ACTION REQUIRED: Repair Water leak in ceiling Roof
CORRECTION CODE: "M"

D. Remole - LOCATION: Walkway by 3-100
ACTION REQUIRED: replace missing communication box cover
CORRECTION CODE: "M"

LOCATION: football portable unit
ACTION REQUIRED: repair a/c unit leaking down the side of the building (Mold)
CORRECTION CODE: "M"

LOCATION: Athletic fields - night lights
ACTION REQUIRED: repair light set timer - night lights are working during the day light hours - waste of funds
CORRECTION CODE: "M"

LOCATION: Football ticket booths
ACTION REQUIRED: replace or provide light bulb guard.
CORRECTION CODE: "M"

Reinspection #1 Comments: Re-inspection #1 Comments:
LOCATION: Walkway by 3-100
ACTION REQUIRED: replace missing communication box cover
CORRECTION CODE: "M"

LOCATION: football portable unit
ACTION REQUIRED: repair a/c unit leaking down the side of the building (Mold)
CORRECTION CODE: "M"

508 OSHA equipment regulations

D. Remole - LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave Oven In Use" (OSHA 1910.97)
CORRECTION CODE: "O"

LOCATION: 8-141, 7-109, 7-105, 7-1071-210, 1-208A, 1-224, 1-200, 1-100C, 1-208, 1-212, 1-204, 1-100, 1-101, 1-102.
ACTION REQUIRED: Clean eyewash station and sign monthly inspection card (OSHA 1910.151)
CORRECTION CODE: "M/O"

LOCATION: 1-210, 1-208A, 7-107, 7-109.
ACTION REQUIRED: Repair eyewash station 1910.151
CORRECTION CODE: "M"

LOCATION: Science Lab with chemical hoods
ACTION REQUIRED: They are required to be inspected before being operated/used (OSHA 1910.1450)
CORRECTION CODE: "O"

LOCATION: 7-109
ACTION REQUIRED: remove lumber - obstructed fire extinguisher (OSHA 1910.157)
CORRECTION CODE: "M"

LOCATION: Auto shop - part wash station
ACTION REQUIRED: Eye protection required: (OSHA 1910.102 (a) (1))
CORRECTION CODE: "M"

LOCATION: 7-109, 28-121, Thru-out school
ACTION REQUIRED: Ladders tied / secured when not in use:
(OSHA 1926.450 (d)(10))
CORRECTION CODE: "M"

LOCATION: 7-107, 1-104C, 28-121,
ACTION REQUIRED: Repair or replace machine guards (Sears,
Dewalt, Baldor, OSHA 1910.212 / 1910.243(c))
CORRECTION CODE: "M"

LOCATION: 28-121
ACTION REQUIRED: Table saw and other craftsman saw should
be locked-out when in not in use (OSHA 1910.147)
CORRECTION CODE: "O"

LOCATION: Orchestra Pit area
ACTION REQUIRED: the pit area is missing the safety rails -
OSHA 1926.500
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Thru-out school
ACTION REQUIRED: Post signs "Microwave Oven In Use"
(OSHA 1910.97)
CORRECTION CODE: "O"

LOCATION: 7-107, 1-208A, 1-224, 1-200, 1-100C, 1-208, 1-212,
1-204, 1-100, 1-101, 1-102.
ACTION REQUIRED: Clean eyewash station and sign monthly
inspection card (OSHA 1910.151)
CORRECTION CODE: "M/O"

LOCATION: 1-208A
ACTION REQUIRED: Repair eyewash station 1910.151
CORRECTION CODE: "M"

LOCATION: Science Lab with chemical hoods
ACTION REQUIRED: They are required to be inspected before
being operated/used (OSHA 1910.1450)
CORRECTION CODE: "O"

LOCATION: Auto shop - part wash station
ACTION REQUIRED: Eye protection required: (OSHA 1910.102
(a) (1))
CORRECTION CODE: "M"

LOCATION: 28-121, Thru-out school
ACTION REQUIRED: Ladders tied / secured when not in use:
(OSHA 1926.450 (d)(10))
CORRECTION CODE: "M"

LOCATION: 7-107, 1-104C, 28-121,
ACTION REQUIRED: Repair or replace machine guards (Sears,
Dewalt, Baldor, OSHA 1910.212 / 1910.243(c))
CORRECTION CODE: "M"

LOCATION: Orchestra Pit area
ACTION REQUIRED: the pit area is missing the safety rails -
OSHA 1926.500
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: 8-141, 7-109, 7-105, 7-1071-210, 1-208A, 1-224, 1-200, 1-100C, 1-208, 1-212, 1-204, 1-100, 1-101, 1-102.
ACTION REQUIRED: Clean eyewash station and sign monthly inspection card (OSHA 1910.151)
CORRECTION CODE: "M/O"

LOCATION: Science Lab with chemical hoods
ACTION REQUIRED: They are required to be inspected before being operated/used (OSHA 1910.1450)
CORRECTION CODE: "O"

509 SREF Site requirements

D. Remole - LOCATION: East parking lot of building #4
ACTION REQUIRED: Replace missing signs SREF5(2)(b) (Handicap parking sign)
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: East parking lot of building #4
ACTION REQUIRED: Replace missing signs SREF5(2)(b) (Handicap parking sign)
CORRECTION CODE: "M"

 **Violation cleared on 5/27/2015**

510 Building envelope shall be maintained in good condition

S. Ganger - LOCATION: 10. 190 Cooling Tower
ACTION REQUIRED: Remove debris from area vines are Taking over
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 10. 190 Cooling Tower
ACTION REQUIRED: Remove debris from area vines are Taking over
CORRECTION CODE: "M"

 **Violation cleared on 5/27/2015**

600 General Safety

609 General Safety Other

S. Ganger - LOCATION: Gym Stairs
ACTION REQUIRED: Paint Stair Headers Yellow LOW HEADROOM
CORRECTION CODE: "M"

LOCATION: north of Performing Arts Theater power pole guy wires
ACTION REQUIRED: Guy Wires shall be protected with guards or markers. install guards
Anchors shall not present Trip Hazard SREF 5..2 e
CORRECTION CODE: "M"

LOCATION: north of school at softball field
ACTION REQUIRED: Remove old rusty & broken equipment football slide dummy and Pitcher cage
CORRECTION CODE: "M"

D. Remole - LOCATION: 1-223, 1-207
ACTION REQUIRED: remove student desk from the path to the eye wash station
CORRECTION CODE: "O"

LOCATION: pole-vault box
ACTION REQUIRED: repair or replace broken box
CORRECTION CODE: "M"

LOCATION: All Shop Areas with table saws, other saws, bench grinders, and etc.
ACTION REQUIRED: per Chapter 5 section 13(q)(5) should have a paint yellow safety zone around each piece of equipment
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 1-223, 1-207
ACTION REQUIRED: remove student desk from the path to the eye wash station
CORRECTION CODE: "O"

LOCATION: pole-vault box
ACTION REQUIRED: repair or replace broken box
CORRECTION CODE: "M"

LOCATION: All Shop Areas with table saws, other saws, bench grinders, and etc.
ACTION REQUIRED: per Chapter 5 section 13(q)(5) should have a paint yellow safety zone around each piece of equipment
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Gym Stairs
ACTION REQUIRED: Paint Stair Headers Yellow LOW HEADROOM
CORRECTION CODE: "M"

LOCATION: north of Performing Arts Theater power pole guy wires
ACTION REQUIRED: Guy Wires shall be protected with guards or markers. install guards
Anchors shall not present Trip Hazard SREF 5..2 e
CORRECTION CODE: "M"

Reinspection #3 Comments: LOCATION: 1-223, 1-207
ACTION REQUIRED: remove student desk from the path to the eye wash station
CORRECTION CODE: "O"

LOCATION: pole-vault box
ACTION REQUIRED: repair or replace broken box
CORRECTION CODE: "

LOCATION: north of Performing Arts Theater power pole guy wires
ACTION REQUIRED: Guy Wires shall be protected with guards or markers. install guards
Anchors shall not present Trip Hazard SREF 5..2 e
CORRECTION CODE: "M"

700 Sanitation & Health

- 705 General areas are clean and free of Vermont.

D. Remole - LOCATION: 28-124A
ACTION REQUIRED: Poor housekeeping
CORRECTION CODE: "M"

 **Violation cleared on 2/6/2015**

707 Sanitary and shower areas are clean, accessible and in good repair.

D. Remole - LOCATION: Football locker room
ACTION REQUIRED: very dirty and should be cleaned daily
CORRECTION CODE: "M"

LOCATION: Baseball portable unit
ACTION REQUIRED: poor housekeeping (Very Dirty)
CORRECTION CODE: "M/O"

 **Violation cleared on 2/6/2015**

710 Sanitation & Health Other

D. Remole - LOCATION: 3-100
ACTION REQUIRED: Provide Antibacterial equipment sanitizer
CORRECTION CODE: "O"

LOCATION: Football portable unit
ACTION REQUIRED: address the mold smell and poor air quality
CORRECTION CODE: "M"

 **Violation cleared on 2/6/2015**

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

15.7.3.3 Inspection of Door Openings.

P. Copeman, District Official - LOCATION: Fire doors in west side of big gym, 1-015 stair tower, 4-121, 28-111, 28-116, 28-124, and 28-205.

ACTION REQUIRED: Repair as needed for correct operation
CORRECTION CODE: "M"
SERIOUS LIFE SAFETY VIOLATION

Reinspection #1 Comments: LOCATION: Fire doors in west side of big gym, 1-015 stair tower, 4-121, 28-111, 28-116, 28-124, and 28-205.

ACTION REQUIRED: Repair as needed for correct operation
CORRECTION CODE: "M"
SERIOUS LIFE SAFETY VIOLATION

Reinspection #2 Comments: LOCATION: 28-111, 28-116, 28-124, and 28-205.

ACTION REQUIRED: Repair as needed for correct operation
CORRECTION CODE: "M"
SERIOUS LIFE SAFETY VIOLATION

Inspector Comments:

P. Copeman, District Official: 4-114 mag lock broken

Reinspection #1 Comments:

P. Copeman, District Official: 4-114 mag lock broken

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

ALL VIOLATIONS MUST BE CORRECTED.

An authorized representative of the Indian River School District has observed the above noted violations of the Florida Fire Prevention Code or SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days
M = Maintenance- 60 days
C = Capital- 90 days

SDIRC has satisfied F.S.1013.12 (2)(c)

District Official- Peter Copeman
Local Official- John Duran

Inspector: 

Scott Ganger
2/6/2015

Inspector: 

Scott Ganger
5/27/2015

Indian River School District Inspection Report

6055 62nd Ave
Vero Beach, FL 32967
Firesafety or Safety and Sanitation
564-5020

Occupant Name:	Wabasso	Inspection Date:	10/13/2014, 2/5/2015, 5/18/2015, 5/28/2015
Address:	8895 USHwy 1	Inspection Type:	Annual: Firesafety, Casualty & Sanitation
City:	Sebastian	Inspected By:	Peter Copeman, District Official 772-564-5021 Darrell Remole 564-5023

Occupant Type: Educational, other
Occupant Number: FISH: 00010
Suite:

Pass Fail N/A

Schedule A Fire Codes

Floor 1

200 MEANS OF EGRESS

204 EMERG LIGHTS NOT OPERATIONAL

P. Copeman, District Official - LOCATION: 3-002, 4-004, 4-005, and 5-005.

ACTION REQUIRED: Repair or Replace

CORRECTION CODE: "M"

Reinspection #1 Comments: Inspection Comments:
LOCATION: 002
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

Reinspection #2 Comments: Inspection Comments:
LOCATION: 002
ACTION REQUIRED: Repair or Replace
CORRECTION CODE: "M"

 **Violation cleared on 5/28/2015**

300 PROTECTION

- 301 UNPROTECTED VERTICAL
OPENING

*P. Copeman, District Official - LOCATION: 2-003 C
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"*

Reinspection #1 Comments: LOCATION: 2-003 C
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"

Reinspection #2 Comments: LOCATION: 2-003 C
ACTION REQUIRED: Replace ceiling tile
CORRECTION CODE: "O"

 **Violation cleared on 5/28/2015**

400 FIRE ALARM

- 405 SMOKE DETECTORS
INOPERABLE/MISSING

*P. Copeman, District Official - LOCATION: 2-003C
ACTION REQUIRED: Add detector
CORRECTION CODE: "M"*

*INSPECTORS COMMENTS: Space is used as storage,
mechanical, electrical or other area requiring a fire alarm device.*

Reinspection #1 Comments: LOCATION: 2-003C
ACTION REQUIRED: Add detector
CORRECTION CODE: "M"

*INSPECTORS COMMENTS: Space is used as storage,
mechanical, electrical or other area requiring a fire alarm device.*

 **Violation cleared on 5/18/2015**

700 BUILDING SERVICES

- 702 LP GAS CYL IMPROPERLY
LOCATED/STORED

*P. Copeman, District Official - LOCATION: 12-119
ACTION REQUIRED: store outside
CORRECTION CODE: "O"*

 **Violation cleared on 2/5/2015**

1200 OPERATING FEATURES

- 1201 FIRE DRILLS CONDUCTED AS
REQUIRED.

*P. Copeman, District Official - **ACTION REQUIRED:** Must
conduct an additional fire drill within the first 30 days of operation
each school year and one for each month of the school year.
CORRECTION CODE: "O"*

*No fire drills recorded this year. No fire drills recorded in 13/14
year*

Reinspection #1 Comments: ACTION REQUIRED: Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.
CORRECTION CODE: "O"

No fire drills recorded this year. No fire drills recorded in 13/14 year.

Reinspection #2 Comments: ACTION REQUIRED: Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.
CORRECTION CODE: "O"

No fire drills recorded this year. No fire drills recorded in 13/14 year.

Reinspection #3 Comments: ACTION REQUIRED: Must conduct an additional fire drill within the first 30 days of operation each school year and one for each month of the school year.
CORRECTION CODE: "O"

One fire drill recorded this year. No fire drills recorded in 13/14 year.

1299 OPERATING FEATURES
OTHER

P. Copeman, District Official - LOCATION: 12-113
ACTION REQUIRED: store flammable liquids in proper cabinet
CORRECTION CODE: "O"

Reinspection #1 Comments: LOCATION: 12-113
ACTION REQUIRED: store flammable liquids in proper cabinet
CORRECTION CODE: "O"

Reinspection #2 Comments: LOCATION: 12-113
ACTION REQUIRED: store flammable liquids in proper cabinet
CORRECTION CODE: "O"

 Violation cleared on 5/28/2015

Pass Fail N/A

Safety and Sanitation Codes 2014


Floor 1

100 Security and Access

108 Exterior door is operable and does not allow unauthorized access.

D. Remole - LOCATION: Thru-out
ACTION REQUIRED: Classroom ARE required To BE Locked WHILE
CORRECTION CODE: "O"

LOCATION: POND GATE
ACTION REQUIRED: GATE To POND should BE Locked
CORRECTION CODE: "O"

 Violation cleared on 2/5/2015

500 Facility Maintenance

504 Ventilation system is in operable condition.

D. Remole - LOCATION: 2-003B,
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

LOCATION: Bldg. 09 (Boys -002)
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

LOCATION: 011 Boys bathroom
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: 2-003B,
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

LOCATION: Bldg. 09 (Boys -002)
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: 2-003B,
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

LOCATION: 011 Boys bathroom
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

Reinspection #3 Comments: LOCATION: 2-003B,
ACTION REQUIRED: Bathroom vent not working, repair
CORRECTION CODE: "M"

507 Facility Maintenance Other

D. Remole - LOCATION: Bathroom 102A
ACTION REQUIRED: Missing ceiling tiles
CORRECTION CODE: M

 **Violation cleared on 2/5/2015**

600 General Safety

606 Laboratory and shop safety equipment is provided and in working condition.

609 General Safety Other

D. Remole - LOCATION: Thru-out school
ACTION REQUIRED: Post signs - Microwave in use (OSHA 1910.97)
CORRECTION CODE: "M"

Reinspection #1 Comments: LOCATION: Thru-out school
ACTION REQUIRED: Post signs - Microwave in use (OSHA 1910.97)
CORRECTION CODE: "M"

Reinspection #2 Comments: LOCATION: Thru-out school
ACTION REQUIRED: Post signs - Microwave in use (OSHA 1910.97)
CORRECTION CODE: "M"

 **Violation cleared on 5/28/2015**

700 Sanitation & Health

701 Pool maintenance adheres to health standards.

D. Remole - LOCATION: pool 005 Bldg. 9
ACTION REQUIRED: Why is the pool temp. at 90 °
CORRECTION CODE: O

 **Violation cleared on 2/5/2015**

710 Sanitation & Health Other

Pass Fail N/A

FL NFPA 101 10

Floor 1

Chapter 15 Existing Educational Occupancies

-
-
- 15.7.3.3 Inspection of Door Openings.

Reinspection #3 Comments: Inspector will return on or after 10/10/2015

ALL VIOLATIONS MUST BE CORRECTED.

An authorized representative of the Indian River School District has observed the above noted violations of the Florida Fire Prevention Code or SREF on your premises. If you do not understand any part of this notice, please contact our office at the number listed above.

Correction code for FIRE SAFETY or RELOCATABLE CLASSROOM deficiencies:

O = Operations- 30 days

M = Maintenance- 60 days

C = Capital- 90 days

SDIRC has satisfied F.S.1013.12(2)(c)

District Official- Peter Copeman

Local Official- John Duran

Inspector:



Scott Ganger
5/28/2015

Inspector:



Scott Ganger
2/5/2015

Inspector:



Scott Ganger
5/18/2015

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Approval to Award RFP #2015-29 to Multiple Vendors for a Continuing Contract for the Installation of Tile Floors - Mr. Morrison

A Request for Proposal (RFP) was promulgated for a continuing contract with flooring contractors for future projects on an as-needed basis. The estimated annual financial impact to the District is \$330,000. Projects less than \$5,000 may be awarded on a rotational or best fit basis. For projects greater than \$5,000, all awarded vendors will be invited to provide a formal quote and award will be made to the lowest bidder.

Notification was sent to seven (7) vendors in our vendor data base and was posted on the Purchasing Department's website. Proposals were due on June 12, 2015 and were publicly opened in the Purchasing Department. Three (3) responses were received and reviewed by the Evaluation Team. The team determined that all respondents were qualified flooring contractors to participate in the procurement process. The recommended vendors are listed below.

Legend: Award _____ Reject ()

Vendor	Total Points Awarded of a Possible 300
Anthony's Flooring Designs, Inc.	<u>293</u>
One Call Property Services, Inc.	<u>293</u>
Valiant Tile, Inc.	<u>280</u>

Recommended vendors are Anthony's Flooring Designs, Inc., One Call Property Services, Inc., and Valiant Tile, Inc. as the best responsive and responsible bidders meeting specifications, terms, and conditions.

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

SDIRC 2015-29 RFP for Tile Flooring

TOTALS									
	<i>Hourly Rate</i>	<i>Qualifications</i>	<i>Staff Experience</i>	<i>Litigation</i>	<i>Recent Commercial Projects and References</i>	<i>Scott Ganger</i>	<i>Rick Huff</i>	<i>Patrick McCarty</i>	TOTAL POINTS ASSIGNED
Bidder	30	20	20	10	20				
Anthony Flooring Designs, Inc.						93	100	100	293
One Call Property Services, Inc.						95	98	100	293
Valiant Tile, Inc.						92	98	90	280

Approval to Reject RFP #2015-28 for the Installation Audio Visual Equipment, Data Equipment and Cabling for the New Administrative Complex - Mr. Morrison

A Request for Proposal (RFP) was promulgated for the installation of audio visual equipment, data equipment and cabling.

Notification was sent to thirty-seven (37) vendors in our vendor data base and was also posted on the Purchasing Department's. Proposals were due on June 11, 2015 and were publicly opened in the Purchasing Department. Five (5) responses were received including one "no bid" and reviewed by the Evaluation Team. It has been determined that all bids received did not bid as per the specifications.

Legend: Award _____ Reject ()

Vendors

- (Complete Electric Inc.)
- (Diversified Electrical Systems, Inc.)
- (Gerelcom, Inc.)
- (IM Solutions, Inc.)

The Purchasing Department recommends to reject all bids.

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

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

**REVISED AND RESTATED JOINT FIBER OPTICS PROJECT
INTERLOCAL AGREEMENT**

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

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

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

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

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

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

SECTION 1. Mission Statement.

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

SECTION 2. Definitions.

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

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

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

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

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

SECTION 3. NETWORK Administration.

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

SECTION 4. Ownership of NETWORK and Licensing to Members.

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

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

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

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

SECTION 5. Contribution of Use of Member Assets.

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

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

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

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

SECTION 6. NETWORK Use.

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

SECTION 7. Sectionalization, Apportionment, and Fiber Allocation.

A. Sectionalization and Apportionment.

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

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

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

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

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

B. Fiber Allocation.

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

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

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

SECTION 8. Record Keeping

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

SECTION 9. Cost Sharing.

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

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

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

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

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

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

SECTION 10. Upgrade Expenses.

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

SECTION 11. Taxes, Assessments and Charges.

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

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

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

SECTION 12. Revenue Sharing.

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

SECTION 13. Payments.

A. Payments to Members.

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

B. Payments to Contractors.

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

receipt of the drawings or such reports by the member shall be deemed to be an approval of same by the non-responding member

C. Payment of Recurring Bills.

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

SECTION 14. Licensing to Third-Parties.

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

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

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

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

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

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

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

SECTION 15. Modifications to NETWORK.

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

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

SECTION 16. Relocation of NETWORK.

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

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

SECTION 17. Construction Locates.

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

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

SECTION 18. Grants.

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

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

Members not participating in a grant shall not be liable in any manner whatsoever for repayment of grant funds which have been received by a member. The member receiving such a grant(s) associated with the NETWORK shall be solely responsible for satisfying any and all reporting requirements associated with the receipt of such grant funds, submittal of any and all documentation necessary for reimbursement of expenses under any associated grant agreement, and repayment of any grant funds received by

such member that are required by the granting agency to be repaid for whatever reason, unless otherwise agreed by the other members.

SECTION 19. Insurance.

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

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

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

SECTION 20. Indemnification.

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

SECTION 21. Damage Caused by Disasters.

Should all or any portion or section of the NETWORK be damaged or destroyed by a natural or man-made event to the extent that the cost of repair or replacement exceeds 50% of the original installation costs of the affected portion(s) or section(s), the owning member(s) shall determine if the NETWORK or such affected portion(s) or section(s) will be repaired or replaced, recognizing the need for agreement when more than one member is affected and cost sharing is desired. However, should one or more affected

member(s) elect to not participate in the repair or replacement any other member(s) desiring to make the repairs and replacements shall have an option to purchase the non-participating member(s) interest in the affected NETWORK portion(s) or sections(s) at an agreed price established as provided in Section 4 above with consideration given for the actual documented cost of the repairs and replacements and payments or reimbursements from third-parties.

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

SECTION 22. Term and Termination.

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

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

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

SECTION 23. Dispute Resolution.

The members shall negotiate in good faith resolution of any dispute arising under this Agreement or under any instrument made to carry out the terms of this Agreement. Failing resolution, the affected members shall submit the dispute to non-binding mediation with a Florida circuit court certified civil mediator with the cost of such mediation divided equally between such affected members. If the dispute is not resolved by such mediation, the affected members shall attempt resolution by use of the Florida Governmental Conflict Resolution Act, section 164.101, Florida Statutes, et seq., before seeking redress in a court of competent jurisdiction. Each member shall bear their own attorneys' fees and costs in resolution of any dispute.

SECTION 24. Classification as Telecommunications Provider.

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

SECTION 25. No Third-Party Beneficiaries.

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

SECTION 26. Assignment.

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

SECTION 27. Notices.

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following address or such other address as the members may provide to each other in writing:

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

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

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

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

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

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

SECTION 28. Entire Agreement and Amendment.

This Agreement represents the entire agreement between the members and supersedes and replaces in its entirety the 1999 Agreement and all other prior agreements and representations between the members, whether written or oral, with respect to the subject matter of this Agreement. No provision of this Agreement may be changed or amended except by written agreement approved by each member's governing body and signed by each member's duly authorized representative

SECTION 29. Waiver of Terms or Conditions.

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

SECTION 30. Severability.

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

SECTION 31. Parties Bound.

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

SECTION 32. Counterparts.

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

SECTION 33. Effective Date.

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

SCHOOL BOARD OF INDIAN
RIVER COUNTY, FLORIDA

By: _____
Matthew McCain
Chairman

Attest:

By: _____
Superintendent

Dated this _____ day of _____, 2015.

INDIAN RIVER COUNTY

INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS

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

By: _____
Deputy Clerk

By: _____
Wesley S. Davis, Chairman

BCC approved: _____

Approved as to form and legal
sufficiency:

By: _____
Dylan Reingold
County Attorney

CITY OF VERO BEACH

ATTEST:

City of Vero Beach

Tammy K. Vock
City Clerk

Richard G. Winger
Mayor

Dated this _____ day of _____, 2015.

Approved as to form and
legal sufficiency:

Approved as conforming to
municipal policy:

Wayne R. Coment
City Attorney

James R. O'Connor
City Manager

Approved as to technical requirements:

Ted Fletcher
Electric T & D Director

APPENDIX A

PARAMETERS FOR ESTABLISHING SECTIONS OF PLANT

A unique section number will be assigned to the facilities that comprise the NETWORK based on the following events:

- There is a change in the size of the fiber optic cable
- There is a change in the ownership split of the fiber optic cable
- There is a change in the performance parameters of the fiber optic cable
- There is a change in the structure carrying the cable (pole line, conduit, buried)
- There is a change in the year of placement of the fiber optic cable
- There is a point of service provision
- There is a point of expected service provision
- A major geographic point of significance is crossed (railroad, intracoastal, etc.)
- A major change in the capacity of the structure occurs
- Some significant transmission boundary or benchmark is encountered

The member organizations will develop and adopt a standard for numbering sections within the first year that the CONSORTIUM is established.

Fiber Optic Costing Model

Aerial Fiber Optic Cable - Single-mode - Loose Tube

Fiber Optic Cable - 12 ct. Fiber SM LT Aerial - Per Linear Foot Cost: \$1.35
Fiber Optic Cable - 24 ct. Fiber SM LT Aerial - Per Linear Foot Cost: \$1.45
Fiber Optic Cable - 48 ct. Fiber SM LT Aerial - Per Linear Foot Cost: \$1.65
Fiber Optic Cable - 72 ct. Fiber SM LT Aerial - Per Linear Foot Cost: \$1.95
Fiber Optic Cable - 96 ct. Fiber SM LT Aerial - Per Linear Foot Cost: \$2.25
Fiber Optic Cable - 144 ct. Fiber SM LT Aerial - Per Linear Foot Cost: \$2.75

Aerial Fiber Optic Cable - Single-mode - ADSS

Fiber Optic Cable - 12 ct. Fiber SM ADSS Aerial - Per Linear Foot Cost: \$1.65
Fiber Optic Cable - 24 ct. Fiber SM ADSS Aerial - Per Linear Foot Cost: \$1.85
Fiber Optic Cable - 48 ct. Fiber SM ADSS Aerial - Per Linear Foot Cost: \$2.10
Fiber Optic Cable - 72 ct. Fiber SM ADSS Aerial - Per Linear Foot Cost: \$2.45
Fiber Optic Cable - 96 ct. Fiber SM ADSS Aerial - Per Linear Foot Cost: \$2.75
Fiber Optic Cable - 144 ct. Fiber SM ADSS Aerial - Per Linear Foot Cost: \$2.95

Underground Fiber Optic Cable - Single-mode - Loose Tube

Fiber Optic Cable - 12 ct. Fiber SM LT Underground - Per Linear Foot Cost: \$1.15
Fiber Optic Cable - 24 ct. Fiber SM LT Underground - Per Linear Foot Cost: \$1.25
Fiber Optic Cable - 48 ct. Fiber SM LT Underground - Per Linear Foot Cost: \$1.45
Fiber Optic Cable - 72 ct. Fiber SM LT Underground - Per Linear Foot Cost: \$1.65
Fiber Optic Cable - 96 ct. Fiber SM LT Underground - Per Linear Foot Cost: \$1.95
Fiber Optic Cable - 144 ct. Fiber SM LT Underground - Per Linear Foot Cost: \$2.25

Underground Fiber Optic Cable - Multi-mode - Loose Tube

Fiber Optic Cable - 12 ct. Fiber MM LT Underground - Per Linear Foot Cost: \$2.25
Fiber Optic Cable - 24 ct. Fiber MM LT Underground - Per Linear Foot Cost: \$3.50
Fiber Optic Cable - 48 ct. Fiber MM LT Underground - Per Linear Foot Cost: \$6.15
Fiber Optic Cable - 72 ct. Fiber MM LT Underground - Per Linear Foot Cost: \$8.95
Fiber Optic Cable - 96 ct. Fiber MM LT Underground - Per Linear Foot Cost: \$12.35
Fiber Optic Cable - 144 ct. Fiber MM LT Underground - Per Linear Foot Cost: \$18.25

Fiber Optic Cable - Single-mode - Riser Rated (OFNR)

Fiber Optic Cable - 12 ct. Fiber SM Riser - Per Linear Foot Cost: \$1.85
Fiber Optic Cable - 24 ct. Fiber SM Riser - Per Linear Foot Cost: \$2.75
Fiber Optic Cable - 48 ct. Fiber SM Riser - Per Linear Foot Cost: \$5.75
Fiber Optic Cable - 72 ct. Fiber SM Riser - Per Linear Foot Cost: \$7.95
Fiber Optic Cable - 96 ct. Fiber SM Riser - Per Linear Foot Cost: \$10.00
Fiber Optic Cable - 144 ct. Fiber SM Riser - Per Linear Foot Cost: \$13.95

Fiber Optic Costing Model

Fiber Optic Cable - Single-mode - Plenum Rated

Fiber Optic Cable - 12 ct. Fiber SM Plenum - Per Linear Foot Cost: \$2.25
Fiber Optic Cable - 24 ct. Fiber SM Plenum - Per Linear Foot Cost: \$3.50
Fiber Optic Cable - 48 ct. Fiber SM Plenum - Per Linear Foot Cost: \$7.95
Fiber Optic Cable - 72 ct. Fiber SM Plenum - Per Linear Foot Cost: \$11.25
Fiber Optic Cable - 96 ct. Fiber SM Plenum - Per Linear Foot Cost: \$14.15
Fiber Optic Cable - 144 ct. Fiber SM Plenum - Per Linear Foot Cost: \$18.50

Fiber Optic Cable - Multi-mode - Riser Rated (OFNR)

Fiber Optic Cable - 12 ct. Fiber MM Riser - Per Linear Foot Cost: \$1.90
Fiber Optic Cable - 24 ct. Fiber MM Riser - Per Linear Foot Cost: \$3.75
Fiber Optic Cable - 48 ct. Fiber MM Riser - Per Linear Foot Cost: \$8.75
Fiber Optic Cable - 72 ct. Fiber MM Riser - Per Linear Foot Cost: \$13.25
Fiber Optic Cable - 96 ct. Fiber MM Riser - Per Linear Foot Cost: \$17.75
Fiber Optic Cable - 144 ct. Fiber MM Riser - Per Linear Foot Cost: \$25.25

Fiber Optic Cable - Multi-mode - Plenum Rated

Fiber Optic Cable - 12 ct. Fiber MM Plenum - Per Linear Foot Cost: \$2.25
Fiber Optic Cable - 24 ct. Fiber MM Plenum - Per Linear Foot Cost: \$4.85
Fiber Optic Cable - 48 ct. Fiber MM Plenum - Per Linear Foot Cost: \$11.55
Fiber Optic Cable - 72 ct. Fiber MM Plenum - Per Linear Foot Cost: \$16.95
Fiber Optic Cable - 96 ct. Fiber MM Plenum - Per Linear Foot Cost: \$22.75
Fiber Optic Cable - 144 ct. Fiber MM Plenum - Per Linear Foot Cost: \$31.50

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United Data Technologies
 8825 NW 21 Terrace
 Doral, Florida 33172
 Tel: (305) 882-0435 Fax: (305) 882-0436
 www.udtonline.com

Quotation No AAAQ36239
Date: Wednesday, June 10, 2015
Quoted by salas
Tel: **Fax:**

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@indi** **Terms:** NET30

Quotation No: AAAQ36239 for Tiffany McKenzie Tiffany.McKenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
1			Indian River Classroom Interactive Projector System (Option 1: DisplayPort to HDMI from PC)		
2			Phase 2: Liberty Magnet Digital Wall Vault Solution with Epson Doc Camera		
3			State of Florida Contract - Audio & Video Equipment and Accessories 880-000-09-1 - (Extron and Epson)		
4			Hardware:Custom WallVault System with 2 HDMI, 1 VGA, 2 Speakers, and 1 Priority Page Sensor, VoiceLife Mic		
5	30	42-211-000322	Digital WallVault System with 2 HDMI, 1 VGA, 2 Speakers, and 1 Priority Page Sensor	\$2,645.86	\$79,375.80
6	30	42-139-22	VOICE LIFT 2000 MICROPHONE - VLM2000H	\$625.00	\$18,750.00
7			SubTotal		\$98,125.80
8	30	DISP-HD-6ST	Comprehensive Model DISP-HD-6ST 6 ft. Displayport to HDMI Cable M-M	\$19.17	\$575.10
9	30	GC5676	C2G 2m High Speed HDMI Cable with Ethernet (6.6ft) - HDMI for Audio/Video Device - 6.56 ft - 1 x HDMI Male Digital Audio/Video - Black	\$12.54	\$376.20
10	30	26-490-02	VGA-A M-M MD/6, 6' VGA Cable with Audio (1.8 m)	\$28.60	\$858.00
11	30	15248	C2G 50ft Cat5e Non-Booted Unshielded (UTP) Network Patch Cable (Plenum Rated) - Blue	\$28.00	\$840.00
12	30	29344	USB RJ45 WHITE SUPERBOOSTER WALL PLATE TRANSMITTER	\$49.50	\$1,485.00

Quotation No: AAAQ36239 for Tiffany McKenzie Tiffany.McKenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
13	30	29353	1-Port USB 1.1 Superbooster Dongle RJ45 Female to USB B Male - Receiver	\$49.50	\$1,485.00
14			SubTotal		\$5,619.30
15	30	V11H599022	EPSON BrightLink 595Wi Interactive Projector/WXGA, Interactive Projector, 6 Finger Touch & 2 pen simultaneous, 3300 Lumens, 3LCD, Wide Screen, Ultra-short Throw Distance, 16 Watt speaker, Closed Caption Decoder, MHL, 2 HDMI, RJ 45 Network Control, Display Content Over IP, 3 Year Warranty	\$1,466.30	\$43,989.00
16	Installation Services				
17	30	SLS-SVC-MISC-AV	Miscellaneous Hardware, cabling, raceway, boxes, etc	\$125.00	\$3,750.00
18	30	SLS-SVC-INST-AV	Engineering, Installation, Configuration, Programming, Testing of Above System	\$900.00	\$27,000.00
19	60	SLS-SVC-INST-AV	CAT6 drops installed. \$150.00 each - Total of 2 drops per room. Note: Site Survey is required to ensure additional CAT6 48 port patch panels are not required (If required the cost would be an additional \$365/each).	\$150.00	\$9,000.00
20	THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA RFP# R127035JM INFORMATION TECHNOLOGY HARDWARE, SOFTWARE AND EQUIPMENT CATALOG DISCOUNT BID				

Sub Total	\$187,484.10
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$187,484.10

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: _____



THE SCHOOL DISTRICT OF LEE COUNTY

DEPARTMENT OF PROCUREMENT SERVICES

Joe Marody, Procurement Coordinator

March 27, 2015

United Data Technologies, Inc.
Attn: Manny Castro
8825 NW 21st Terrace
Doral, FL 33172
Email: manny.castro@udtonline.com

RE: RFP No. R127035JM

Dear Mr. Castro :

Please be advised that the above referenced contract expires on June 4, 2015. The School District wishes to determine if your company would like to renew this contract for an additional twelve (12) month period pursuant to the same terms and conditions as the original bid. It is the vendor's responsibility to ensure that their Certificate of Insurance (COI) is valid for the renewal period. Please provide the District with an updated COI prior to the expiration date.

Please mark the appropriate line below and return this form to my office. You may fax your response to 239-337-8200 or E-mail to: AlbertJM@LeeSchools.net with a request for acknowledgement. Please submit your response no later than Friday, April 3, 2015 close of business 4:00 p.m. .

_____ I wish to renew for an additional twelve (12) month period **pursuant to the same terms and conditions** as the original bid.

_____ I do not wish to renew this contract.
Explanation: _____

SIGNATURE

DATE

COMPANY NAME

Thank you for your continued support of our school district.

Sincerely,

Joe Marody, Procurement Coordinator
Department of Procurement Services

File No. R127035JM

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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 2nd 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

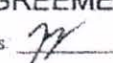
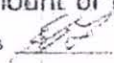
The term of the AGREEMENT shall be for a period of three (3) years from date of execution by the last party and may upon mutual agreement with UDT and the School Board, be extended for an additional two (2) one-year periods. The Board, through the Procurement Management Services, will, if considering 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.

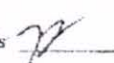
Article XX
INSURANCE REQUIREMENTS

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. 2nd 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. 2nd 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. 2nd Avenue
Miami, Florida 33132
Attention: Alberto Carvalho
Superintendent

With Copy to:
The School Board of Miami Dade County, Florida
1450 N.E. 2nd 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



Pursuant to School Board Policy 6460 Business Code of Ethics, which may be accessed at www.neola.com/miarnidade-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



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

Exhibit A

The following are approved subcontractors to UDT:

Intel
Microsoft
HP
C&C International

Two handwritten signatures are present at the bottom right of the page. The first signature is written in dark ink and appears to be 'W. H. H.'. The second signature is written in a lighter ink and appears to be 'W. H. H.'.

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
E8F98AA	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

Digital Learning 1:1 Teachers

Phase II

**The teachers listed below were selected through an application process*

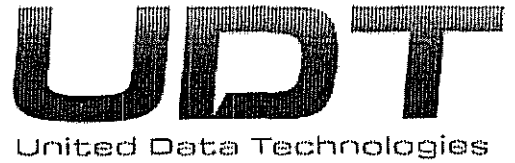
<u>Name</u>	<u>School</u>	<u>Subject Area</u>	<u>Grade Level</u>
Amanda Gilson	Storm Grove Middle School	ELA	8th
Amy Houseknecht	Gifford Middle School	Math	6th
Anastasia Legakes	Vero Beach High School/FLC	Reading	9th
Andrew Fallis	Oslo Middle School	Science	7th
Andrew Lewis	Vero Beach High School/FLC	Social Studies	11th, 12th
Annmarie S. White	Sebastian River Middle School	Social Studies	6th, 7th, 8th
B.J. Van Hest	Gifford Middle School	ELA	6th, 7th, 8th
Barbara Glick	Oslo Middle School	ELA	8th
Barbara Williams	Storm Grove Middle School	ELA	8th
Bonnie Julin	Gifford Middle School	Reading	6th
Brad Wright	Sebastian River Middle School	Social Studies	7th
Brent Albert	Sebastian River High School	ELA	10th, 11th, 12th
Bryan DeBula	Vero Beach High School/FLC	Math	9th
Carlean Browning	Storm Grove Middle School	Science	7th
Carol Taylor	Gifford Middle School	ELA	6th, 7th, 8th
Carrie Emerson	Vero Beach High School/FLC	Math	10th, 11th, 12th
Catherine Damutz	Oslo Middle School	Social Studies	6th
David A. Johnston	Sebastian River High School	Social Studies	10th, 11th, 12th
David MacDonald	Oslo Middle School	Reading	8th
Debbie Taflinger	Sebastian River Middle School	ELA	8th
Denise Colon	Sebastian River High School	Math	9th, 10th, 11th, 12th
Donna Whyllly Gregory	Oslo Middle School	ELA	6th
Ed Buffum	Oslo Middle School	Math	6th
Elizabeth Hogan	Gifford Middle School	Social Studies	7th
Elizabeth Pinkney	Sebastian River High School	ELA	9th
Ellen Wiggins	Oslo Middle School	Social Studies	8th
Gayle Gatton	Oslo Middle School	Science	7th
gloria mays-cucci	Oslo Middle School	Reading	7th
Heather Holden	Vero Beach High School/FLC	Science	9th
Heide Schwager	Oslo Middle School	ELA	6th
Hyun Moon	Sebastian River Middle School	ELA	7th
Jaime Sturgeon	Sebastian River Middle School	Social Studies	8th
James Thimmer	Storm Grove Middle School	Social Studies	7th
Janet Inghram	Sebastian River Middle School	ELA	8th
Jatiel Infanzon	Sebastian River High School	Social Studies	10th, 12th
Jazmine Stonecipher	Vero Beach High School/FLC	Science	9th
Jeffrey Plate	Sebastian River High School	Social Studies	9th
Jennie Flynt	Gifford Middle School	Science	6th, 7th, 8th
Jerry Gollither	Sebastian River High School	Math	10th, 11th
Jill Mingear	Vero Beach High School/FLC	Math	9th
Joan Martinelli	Storm Grove Middle School	Science	7th, 8th
Joanna Roux	Oslo Middle School	Social Studies	6th, 7th, 8th
John Martin	Vero Beach High School/FLC	Science	10th, 11th, 12th
John Torrent	Oslo Middle School	Reading	6th, 7th, 8th
Jonnette (Hay) Wingate	Vero Beach High School/FLC	ELA	10th, 11th
Julie Stroh	Vero Beach High School/FLC	ELA	10th, 11th

Digital Learning 1:1 Teachers

Phase II

**The teachers listed below were selected through an application process*

Karen Nyberg	Sebastian River High School	Science	9th
Kasey Rompot	Sebastian River Middle School	Social Studies	7th
Katie Hulse	Vero Beach High School/FLC	Science	9th
Kristen Knight	Gifford Middle School	Reading	6th, 7th, 8th
Kristin Gebhardt	Sebastian River High School	Social Studies	10th
Laurie Wykoff	Sebastian River Middle School	Social Studies	6th
Lisa Fosmoen	Vero Beach High School/FLC	ELA	11th
Lisa Rieck	Sebastian River Middle School	Math	6th, 7th, 8th
Liz Reynolds	Gifford Middle School	ELA	8th
Lori Infanzon	Sebastian River High School	Social Studies	11th, 12th
Mark J. Hanlon	Oslo Middle School	Social Studies	6th
Marsha Reese	Oslo Middle School	Social Studies	8th
Mary Elin Barr	Sebastian River Middle School	ELA	6th
Maxy B. Ellis	Gifford Middle School	Reading	8th
Melissa Sleeper	Sebastian River Middle School	Science	7th, 8th
Michael Daugherty	Storm Grove Middle School	Math	6th, 7th, 8th
Monica Godwin	Oslo Middle School	Reading	6th
Nicole Mosblech	Vero Beach High School/FLC	Science	10th, 11th, 12th
Patti Schultz	Sebastian River Middle School	Science	8th
Paul Tomlinson	Gifford Middle School	Social Studies	6th, 7th, 8th
Rachel Sullivan Moree	Storm Grove Middle School	ELA	8th
Robert Demsick	Vero Beach High School/FLC	Science	11th, 12th
Roberto Crespo	Sebastian River Middle School	Science	8th
Robin Falcone	Oslo Middle School	ELA	6th
Robin Falcone	Oslo Middle School	ELA	3
Ron Worth	Sebastian River Middle School	Science	6th, 8th
Shawna N. Pennell	Oslo Middle School	ELA	8th
Sherri Lynn Hand	Gifford Middle School	ELA	7th
Susan Giunta	Sebastian River Middle School	Reading	6th, 7th, 8th
Susan Ridlen	Gifford Middle School	Reading	6th, 7th, 8th
Tammie Davenport	Gifford Middle School	Science	6th
Tammy Brandes	Sebastian River Middle School	Mathematics	7th
Tara Lunn	Gifford Middle School	ELA	7th
Tauna Phillips	Sebastian River Middle School	ELA	6th
Tekessa Flemming	Oslo Middle School	ELA	7th
Theresa Fevola	Gifford Middle School	Social Studies	6th
Veronica Richardson	Gifford Middle School	Science	8th
William Sistler	Sebastian River Middle School	Science	6th



United Data Technologies
 8825 NW 21 Terrace
 Doral, Florida 33172
 Tel: (305) 882-0435 Fax: (305) 882-0436
www.udtonline.com

Quotation No AAAQ35877-01
Date: Wednesday, June 03, 2015
Quoted by Manny Castro
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 Terms: NET30

Quotation No: AAAQ35877-01 for Tiffany McKenzie Tiffany.mckenzie@indianriverschools.org

Line	Qty.	Part Number	Description	Price	Extended Price
1 SDIRC 1:1 Complete Solution					
2 Lenovo ThinkPad 11E (touch, 128GB SSD)					
3	2,268	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	\$1,253,750.40
4	2,268	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	\$174,704.04
5			SubTotal		\$1,428,454.44
6 Laptop Cart					
7	84	55469WFSBW		\$1,275.12	\$107,110.08

Quotation No: AAAQ35877-01 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 Prodigy Cycle Timer		
8	84	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	\$17,687.04
9			SubTotal		\$124,797.12
10	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.				
11	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.				

Sub Total	\$1,553,251.56
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$1,553,251.56

Ask your UDT representative how you can save thousands using Managed Services

Accepted by: _____

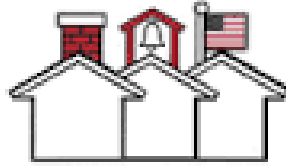
Date: _____

Please write bill to and ship to addresses below if different from quotation.

Order Number: _____

World Languages
2015 Adoption

	Gifford MS	Oslo MS	SGMS	SRMS	SRHS	VBHS	TOTAL
Spanish (Pearson)	27,198.71	22,453.99	22,469.46	33,704.19	75,882.75	84,513.41	\$266,222.51
French (Vista)					27,729.56	36,652.64	64,382.20
TOTAL							\$330,604.71



School District of
Indian River County

World Languages Textbook Adoption 2015

Course	Textbook	Preview Site
Spanish - Elementary	Pearson. <i>Realidades A</i>	https://www.indianriverschools.org/component/easyfolderlistingpro/?view=download&format=raw&data=eNpNUE1rwzAM_S-6myQba4dy72mUHQY7FtdWEIPHDRdFsr---w4ZTsl6T3xnj4kdi0-Au4QBm81MfQB3zlyxwppNNqEvEbFRiXOOdk0_yuF1H6JxjuhvUozuRiKvusQUiCujpVCaj-tMVGif9P2CKfTyhX0XqVOzIRgi1DSrrJGQ2-wrVwiJrvlOK2uud98e7ZafEg3prL6ZjYYS0-zl4wPTE5N4pPpaugmijm-6B7P3l9WyStChlu16GHbkO6L4WJax-engYxRgqkcDf05sz- rf1tpg..
Exploring Spanish – 6 th grade	Pearson. <i>Realidades A</i>	
Exploring Spanish – 7 th grade	Pearson. <i>Realidades A</i>	
Spanish 1	Pearson. <i>Realidades 1</i>	
Spanish 2	Pearson. <i>Realidades 2</i>	
Spanish 3	Pearson. <i>Realidades 3</i>	
Spanish 4	Pearson. <i>Realidades 4</i>	
AP Spanish	Pearson. <i>Abriendo Paso</i>	
French 1	Vista. <i>D'accord 1</i>	<ol style="list-style-type: none"> 1. Go to vhlcentral.com 2. Login: Trialfrench 3. Password: vhlfrench1
French 2	Vista. <i>D'accord 2</i>	
French 3	Vista. <i>D'accord 3</i>	
French 4	Vista. <i>Themes</i>	
AP French	Vista. <i>Themes</i>	



Instructional Materials Adoption Timeline for World Languages

Event	Date	Description	Contact
Instructional Materials Committee Formed	April 2014 – January 2015	Steps 1-5 of the <i>Procedure for Instructional Materials Adoption</i> : All World Languages teachers informed and included on the World Languages Adoption Committee	Deborah Long, Director of Secondary Education (772-564-3209) with assistance from Stella Seixas-McCarthy at SRMS (772-564-5147)
Textbook Extravaganza, Formal Presentations by Publishers selected by the World Languages Adoption Committee, & Recommendation	August 13- March 9, 2015	Steps 6-8 of the <i>Procedure for Instructional Materials Adoption</i> : Committee members facilitate a review of texts and resource materials at each school site, evaluate materials using a rubric provided by the District, collect and analyze data from the rubric to reach consensus and make a recommendation to the Supt.	Deborah Long, Director of Secondary Education (772-564-3209) with assistance from Jody Brown at SRHS (772-564-4271) and Stella Seixas -McCarthy at SRMS (772-564-5147)
SDIRC Website	April 20, 2015	Post World Language Adoption Flyer and Timeline NOTE: The <i>Procedure for Instructional Materials Adoption</i> is already posted on the SDIRC website.	Deborah Long, Director of Secondary Education (772-564-3209) and Ravi Annam, Webmaster (772-564-3210)
20 Day Public Preview of Materials	April 21- May 11, 2015	Step 9 of the <i>Procedure for Instructional Materials Adoption</i> : Links to materials available online and on display in the SDIRC District Office, Ed-Connect telephone call; Flyer sent home to all secondary students	Deborah Long, Director of Secondary Education (772-564-3209) and Ravi Annam, Webmaster (772-564-3210)
Notice of Public Hearing	May 5, 2015	Include a detailed list of instructional materials being recommended and how to access and preview these materials	Judy Stang, Executive Assistant to the School Board (772-564-3200)
Public Hearing	May 12, 2015 6:00 p.m.	Steps 10 & 11 of the <i>Procedure for Instructional Materials Adoption</i> : Board hears Superintendent's recommendation of instructional materials, listens to public comments, and votes to adopt the recommended instructional materials	SDIR Superintendent and School Board
30 Day Contest Period	May 13 – June 11, 2015	Step 12 of the <i>Procedure for Instructional Materials Adoption</i> : A parent of an enrolled student will have 30 calendar days from the date of the Board's adoption to file a petition. Links to the materials and petition forms are available on the district website https://www.indianriverschools.org/curriculum-adoption-documents	Judy Smith, Administrative Assistant, Curriculum & Instruction Dept. (772-564-3100)
7+ Days Written Notice to Petitioners	June 15, 2015	Step 12 of the <i>Procedure for Instructional Materials Adoption</i> : Written notice will be provided to the petitioners (parents) of the date and time of the hearing.	Judy Stang, Executive Assistant to the School Board (772-564-3200)
SDIRC School Board Hearing	June 23, 2015 3:00 p.m.	Step 12 of the <i>Procedure for Instructional Materials Adoption</i> : The School Board will conduct a public hearing on all petitions timely received. The School Board's decision is final and not subject to further petition or review.	SDIRC School Board
Instructional Materials Removed from SDIRC Website and District Office Display	June 23, 2015	Step 12 of the <i>Procedure for Instructional Materials Adoption</i> : The instructional materials for the specific adoption will be removed after the public hearing	Judy Smith, Administrative Assistant, Curriculum & Instruction Dept. (772-564-3100)
School Board Meeting	June 23, 2015 6:00 p.m.	Step 13 of the <i>Procedure for Instructional Materials Adoption</i> : SDIRC School Board approves the purchase of instructional materials for World Languages	SDIRC School Board

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SALARY SCHEDULES

Effective Date: July 1, 2015 – June 30, 2016

Board Approved June 23, 2015

**Indian River County School District
1990 25th Street
Vero Beach, Florida, 32960
(772)564-3000**



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SALARY SCHEDULES & POLICIES

Effective Date: July 1, 2015 – June 30, 2016

INTRODUCTION

Florida Statutes establish as a requirement of the District School Superintendent the following mandate found in § 1012.27 (2); **Compensation and Salary Schedules**

“Prepare and recommend to the District School Board for adoption a salary schedule or salary schedules in accordance with s. 1012.22”

In addition §1012.22 (1) **Public school personnel; powers and duties of the district school board** states that

*“The district school board shall designate positions to be filled, prescribe qualifications for those positions, and provide for the appointment, **compensation**, promotion, suspension, and dismissal of employees”*

In the Indian River County School District, salary schedules are developed by the Executive Director of Human Resources after consultation with affected groups: bargaining team, supervisory personnel, principals, Indian River County Education Association (Teachers Union), Communication Workers of America Local 3180, (Professional Support Staff Union), etc., under the supervision of the Superintendent. These schedules are being recommended to the School Board for adoption in compliance with the aforementioned Florida Statutes.

This compilation file of all salary schedules and policies covers the period from July 1, 2015 until changes have been adopted by the school board and circulated. Please note that several sections may be changed based on their respective bargaining agreements, School Board Policies and Regulations, and/or Florida Statutes.

Principals and other supervisory personnel, who have the responsibility of relating information concerning salaries to position seekers, should consult the appropriate schedule in this book. If more information is needed, please contact the Executive Director of Human Resources.

SUPPORT STAFF

2015-2016 Salaries
Subject to Negotiations

**Support Staff
2013 - 2016 Salary Schedule
Hourly Rates**

		PAY GRADE						
Years Experience	Step	3	4	5	6	7	8	8B
0	4	\$ 10.44	\$ 10.95	\$ 11.16	\$ 11.74	\$ 12.25	\$ 12.87	12.26
1	5	\$ 10.87	\$ 11.41	\$ 11.66	\$ 12.25	\$ 12.78	\$ 13.44	12.86
2	6	\$ 11.29	\$ 11.88	\$ 12.14	\$ 12.75	\$ 13.28	\$ 13.97	13.46
3	7	\$ 11.76	\$ 12.37	\$ 12.63	\$ 13.27	\$ 13.81	\$ 14.54	14.06
4	8	\$ 12.22	\$ 12.86	\$ 13.13	\$ 13.79	\$ 14.36	\$ 15.11	14.65
5	9	\$ 12.69	\$ 13.37	\$ 13.66	\$ 14.34	\$ 14.95	\$ 15.72	15.25
6	10	\$ 13.21	\$ 13.91	\$ 14.19	\$ 14.91	\$ 15.53	\$ 16.34	15.88
7	11	\$ 13.73	\$ 14.44	\$ 14.76	\$ 15.50	\$ 16.16	\$ 17.00	16.52
8	12	\$ 13.73	\$ 14.44	\$ 14.76	\$ 15.50	\$ 16.16	\$ 17.00	16.52
9	13	\$ 13.73	\$ 14.44	\$ 14.76	\$ 15.50	\$ 16.16	\$ 17.00	16.52
10	14	\$ 13.73	\$ 14.44	\$ 14.76	\$ 15.50	\$ 16.16	\$ 17.00	16.52
11 +	15	\$ 14.27	\$ 15.04	\$ 15.34	\$ 16.12	\$ 16.80	\$ 17.67	17.18

		PAYGRADE					
Years Experience	Step	9	10	11	12	13	14
0	4	\$ 13.50	\$ 14.20	\$ 14.92	\$ 15.66	\$ 17.41	\$ 19.14
1	5	\$ 14.09	\$ 14.82	\$ 15.53	\$ 16.31	\$ 18.19	\$ 19.95
2	6	\$ 14.65	\$ 15.41	\$ 16.17	\$ 16.96	\$ 18.96	\$ 20.84
3	7	\$ 15.26	\$ 16.02	\$ 16.81	\$ 17.65	\$ 19.72	\$ 21.69
4	8	\$ 15.88	\$ 16.66	\$ 17.48	\$ 18.34	\$ 20.51	\$ 22.55
5	9	\$ 16.51	\$ 17.33	\$ 18.18	\$ 19.08	\$ 21.33	\$ 23.47
6	10	\$ 17.17	\$ 18.03	\$ 18.90	\$ 19.85	\$ 22.17	\$ 24.41
7	11	\$ 17.86	\$ 18.75	\$ 19.66	\$ 20.65	\$ 23.06	\$ 25.37
8	12	\$ 17.86	\$ 18.75	\$ 19.66	\$ 20.65	\$ 23.06	\$ 25.37
9	13	\$ 17.86	\$ 18.75	\$ 19.66	\$ 20.65	\$ 23.06	\$ 25.37
10	14	\$ 17.86	\$ 18.75	\$ 19.66	\$ 20.65	\$ 23.06	\$ 25.37
11 +	15	\$ 18.57	\$ 19.49	\$ 20.45	\$ 21.45	\$ 23.97	\$ 26.39

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

Associate	Bachelor	Master	Specialist
\$ 1,250	\$ 1,700	\$ 2,200	\$ 2,200

*Individuals who have earned multiple degrees and/or CPA receive only the highest stipend.

**EXPLANATION OF SUPPORT STAFF
SALARY SCHEDULES, POLICIES AND BENEFITS**

Listed below is terminology addressed by the CWA Collective Bargaining Agreement unless otherwise defined

Pay grade
Step
Experience
Probationary Period
Annual Employment Status
Continuous Employment Status
Return to Annual Employment Status
Insurance and Sick Leave
Vacation
Sick Leave Bank
IRSC Tuition Fee Waiver
Uniforms or Uniform Rental
Payroll Voluntary
Overtime Payment
Holidays

WORK WEEK (Defined)

The work week begins on Saturday and concludes on Friday.

VOLUNTARY PAYROLL DEDUCTIONS

The employee may elect to participate in any of the voluntary deduction plans approved by the board. These include, but are not limited to: 403(b), 457(b), and 457 Roth annuity plans, life insurance programs, charitable service organizations, unions, income protection, cancer, and dental insurance's, flex reimbursements for childcare and medical expenses.

DIRECT DEPOSIT

Employees are highly encouraged to have their pay electronically deposited into the bank(s) of their choice. Employees may enroll up to four accounts on direct deposit.

DOCULIVERY

Employees must sign on to Doculivery.com/IRCSD to view/print the check stub information which includes itemized gross pay, deductions, net pay, sick and vacation time.



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INSTRUCTIONAL STAFF

2015-2016 Salaries

2015-2016 Salary Schedule

Experience for Initial Placement Only	Increment	Salary		Experience for Initial Placement Only	Increment	Salary
0-5	1A	\$38,000		20	14A	\$49,700
6	1B	\$38,300			14B	\$50,000
	1C	\$38,600			14C	\$50,300
7	2A	\$38,900		21	15A	\$50,600
	2B	\$39,200			15B	\$50,900
8	2C	\$39,500			15C	\$51,200
	3A	\$39,800		22	16A	\$51,500
	3B	\$40,100			16B	\$51,800
9	3C	\$40,400			16C	\$52,100
	4A	\$40,700			17A	\$52,400
10	4B	\$41,000		23	17B	\$52,700
	4C	\$41,300			17C	\$53,000
	5A	\$41,600			18A	\$53,300
11	5B	\$41,900		24	18B	\$53,600
	5C	\$42,200			18C	\$53,900
12	6A	\$42,500			19A	\$54,200
	6B	\$42,800			19B	\$54,500
	6C	\$43,100		25	19C	\$54,800
13	7A	\$43,400			20A	\$55,100
	7B	\$43,700			20B	\$55,400
	7C	\$44,000		26	20C	\$55,700
14	8A	\$44,300			21A	\$56,000
	8B	\$44,600			21B	\$56,300
	8C	\$44,900			21C	\$56,600
15	9A	\$45,200		27	22A	\$56,900
	9B	\$45,500			22B	\$57,200
	9C	\$45,800			22C	\$57,500
16	10A	\$46,100		28	23A	\$57,800
	10B	\$46,400			23B	\$58,100
	10C	\$46,700			23C	\$58,400
17	11A	\$47,000			24A	\$58,700
	11B	\$47,300		29	24B	\$59,000
	11C	\$47,600			24C	\$59,300
18	12A	\$47,900			25A	\$59,600
	12B	\$48,200			25B	\$59,900
	12C	\$48,500		30+	25C	\$60,200
19	13A	\$48,800				
	13B	\$49,100				
	13C	\$49,400				
Performance Pay				Advanced Degrees		
	PSC/CC	AC/Performance		Master Degree	\$2,953	
Highly Effective	\$900	\$1,200		Specialist Degree	\$3,909	
Effective	\$600	\$900		Doctorate Degree	\$4,874	

Appendix B.3 Supplements

Appendix B.3 Supplements Instructional and Academic Club Supplements

Description	Per School	# of Schools	Estimated Total	Dollar Value Per Position
Academic Games Coordinator - County	0	0	1	\$2,056
School Coaches	3	19	57	\$514
Activities Club Sponsor - Elementary School (6 MAX per school)	6	13	78	\$386
After School Science Resource Coordinator - High School	4	2	8	\$1,456
Middle School	3	4	12	\$1,456
Elementary School	1	13	13	\$1,012
Band Director - Middle School	1	4	4	\$1,777
Assistant - High School	1	2	2	\$1,496
Marching Band Director - High School	1	2	2	\$3,496
Percussion Director - High School	1	2	2	\$1,814
Orchestra Strings - High School & Middle School	1	6	6	\$1,340
Concert, Jazz/Pep Band, Solo/Ensemble - High School (1 each/school)	3	2	6	\$351
Technician - High School	1	2	2	\$1,107
Concert Clinician - Middle School	1	4	4	\$548
County-Wide Coordinator of Bands	1	2	2	\$4,077
Chorus, Director - High School	1	2	2	\$3,496
Director - Middle School	1	4	4	\$1,340
Class Advisor - Senior Class, Junior Class (1 per class per school)	2	2	4	\$818
Sophomore Class/ Freshman Class (1 per class per school)	2	2	4	\$321
Club Sponsor, High School - Academic and Service				
¹ See footnote for specific clubs - 1 per school per club	18	2	36	\$321
² See footnote for specific clubs - 1 per school per club	18	2	36	\$438
Middle School				
³ Various Clubs and Activities	5	4	20	\$321
⁴ Various Academic Clubs	6	4	24	\$438
⁵ Other Middle School Supplements	5	4	20	\$560
Compensatory Education Coordinator - High School - 1 per school	1	2	2	\$321
Computer Coordinator	1	20	20	\$1,637
Coordinator of Competency Based Education (High School)	1	2	2	\$1,857
Coordinator of Culinary Arts Program (High School)	1	3	3	\$1,857
Coordinator Incentive Programs - High School	1	2	2	\$975
Countywide Coordinator of Art Activities	0	0	1	\$1,232
D.C.T., DECA - High School (1 each per school)	2	2	4	\$925
Debate Team Sponsor - High School	1	2	2	\$1,637

Appendix B.3 Supplements

Description	Per School	# of Schools	Estimated Total	Dollar Value Per Position
⁶Department Chair - High School				
18 or more teachers	0	2	0	\$5,823
14 to 17 teachers	2	2	4	\$4,659
10 to 13 teachers	6	2	12	\$3,496
6 to 9 teachers	5	2	10	\$2,331
3 to 5 teachers	10	2	20	\$1,166
ROTC - Air Force and Navy	1	2	2	\$388
⁶Department Chair - Middle School				
14 to 17 teachers	1	4	4	\$3,496
10 to 13 teachers	2	4	8	\$2,621
7 to 9 teachers	5	4	20	\$1,748
5 to 6 teachers	3	4	12	\$1,311
3 to 4 teachers	6	4	24	\$931
Drill Team Sponsor - High School	1	2	2	\$321
⁷Grade Level Chair - Elementary School				
7 or more teachers	0	13	0	\$1,476
6 teachers	5	13	65	\$1,294
5 teachers	4	13	52	\$1,114
4 teachers	4	13	52	\$934
2 to 3 teachers	4	13	52	\$753
Master Minds Coach - High School	1	2	2	\$2,056
Assistant Coach	1	2	2	\$914
Math Coordinator - Elementary				
26 or more teachers	1	13	13	\$1,000
13 to 25 teachers	1	13	13	\$751
1 to 12 teachers	1	13	13	\$501
Math Competition - High School	2	2	4	\$2,056
Middle School	1	4	4	\$759
⁸Multi-Cultural Achievement Coordinator - (1 per school)	1	20	20	\$1,398
Music Fest Coordinator - (countywide)	0	0	1	\$582
National Teacher Program Mentor (NBCT) (work countywide)	0	0	12+	\$2,000
Newspaper Sponsor - High School	1	2	2	\$582
ROTC - High School (2 for Air Force and 2 for Navy)	4	2	8	\$548
School Advisory Council Chair - (1 at each school)	1	20	20	\$815
Science Fair Coordinator - county	0	0	1	\$2,056
School Play, Director Spring and Fall - High School	2	2	4	\$582
Speech and Language Department Head (District)	0	0	1	\$1,480
Student Council - High School	1	2	2	\$818
Middle School	1	4	4	\$560
Student Support Team - 1 per school	1	19	19	\$501
Teacher Education/ Professional Development Coordinator- 1 per school	1	20	20	\$815

Appendix B.3 Supplements

Instructional and Academic Club Supplements

Description	Per School	# of Schools	Estimated Total	Dollar Value Per Position
⁹ Team Leader - High School				
10 or more teachers	1	2	2	\$3,484
9 teachers	1	2	2	\$2,611
6 to 8 teachers	5	2	10	\$2,322
5 teachers	5	2	10	\$1,452
3 to 4 teachers	4	2	8	\$1,162
⁹ Team Leader - Middle School				
8 or more teachers	2	4	8	\$1,863
7 teachers	2	4	8	\$1,748
5 to 6 teachers	3	4	12	\$1,398
3 to 4 teachers	5	4	20	\$931
Yearbook Sponsor - High School	1	2	2	\$1,632
Middle School	1	4	4	\$873

Hourly Rates of Pay

Curriculum Rate (per Article XIX.3H).....\$14.00 per hour (or prorated fraction thereof)
Extended Day Program (per Article XIX.3I).....\$13.00 per hour (or prorated fraction thereof)
Paid Duties.....\$8.24 per hour (or prorated fraction thereof)
Paid Duties- Hall, ground, bus, cafeteria, detention, car pick-up, and any other same type duty.

Adult Education Rates:

Non-Degreed.....\$18.00 per hour (or prorated fraction thereof)
Degreed.....\$25.00 per hour (or prorated fraction thereof)

Other Pay

Group Incentive Pay (per Article XIX.3.G).....\$1,000 per group

¹Achievers in Action, ACT (All County T), Anchor Club, Bowling Club, Drill Team, Exchange Club, Exchangettes, Golden Indian Society (VBHS only), Interact Club, IR Flier, Key Club, Literary Magazine, Private Industry Council (PIC), Quill & Scroll, SADD (Students Against Drunk Driving), Silver Shark Society (SRHS only), Spirit Club, Various Clubs (principal recommended - creation of a new club to replace any non-used club supplements must be paid at the present rate.)

²Future Educators Club, BCE*, Drama Club*, Ecology Club, FBLA*, FFA*, FHA*, French Club*, Health Occupations*, Humanities Alliance*, Latin Club*, Math Club*, National Honor Society*, Photography Club, Rocketry (AFROTC)*, Orienteering (NROTC)*, Spanish Honor Club*, Spanish Club*, Speech Club*, VICA (Vocational Industrial)*.

³Anthology, Literary Magazine, Civics Club, Drama Club, Forensics, Incentive Awards Coordinator, Various Clubs (principal recommended – creation of a new club to replace any non-used club supplements be paid at the present rate.)

⁴examples:FBLA, FEA, FFA, FHA, math club, etc.

⁵ Computer Club, Drama/Class play, Ecology Club, Jr. Honor Society, Newspaper Sponsor

⁶High School and Middle School Department Chairs must have at least three teachers in the department where the Department Chair is not counted as a teacher in computing the supplements. Supplement shall be paid for consideration of time spent beyond classroom assignments. No release periods or extra planning periods are to be offered as consideration for accepting Department Chair responsibilities. The Guidance Department is a part of this plan. AFJ and NJROTC is a Department Chair at .33 of the base Department Chair supplement.

⁷Grade Level Chair – Elementary – will be designated and compensated when there are two (2) or more sections or classes at each grade level, or where consecutive grade levels may be combined for administrative expediency. The Grade Level Chair will not count in computing the supplement.

⁸Multicultural Achievement Coordinator – An annual written program evaluation shall be submitted by each Multicultural Coordinator showing the progress made by the students that have been mentored.

⁹High School and Middle School Team Leaders. A high school team is composed of 3 to 10 teachers; middle school teams are 3 to 8 teachers. Supplements are paid for consideration of time spent beyond classroom assignments. The Team Leader shall not be counted as part of the team in computing the supplements.

*High School academic club supplements will be paid at the stated supplement rate until proof of participation in sub-district, district, regional, and state contests (or all that are applicable) has been submitted in writing to the District Payroll office by the teacher, an additional supplement will be paid to the MBU (teacher at the same rate. National Academic Competition beyond the school year shall receive a lump sum payment of \$773 with the first supplement payment. The (MBU) teacher must submit the national competition information to payroll in writing.

Other Extended Contracts

11 Month Teacher Contract (other than listed above)

Assigned to work eleven months (216 days) shall be paid 10% of their ten month contractual salary. Supplement amounts shall not be considered part of the salary for this calculation.

12 Month Teacher Contract (other than listed above)

Assigned to work twelve months (250 days) shall be paid 20% of their ten month contractual salary. Supplement amounts shall not be considered part of the salary for this calculation.

Extended Contract Year – Not otherwise listed

Requested to work more than ten (10) months, but less than eleven (11) months shall be paid a daily rate based on the ten (10) months contractual salary. Supplement amounts shall not be considered part of the Salary for this calculation.

Summer School

Employed in summer school program of instruction involving students for which funds are earned under FEFP will be paid from the regular salary schedule based on their certification rank and experience pro-rated if less than a regular school day.

**EXPLANATION OF INSTRUCTIONAL
SALARY SCHEDULES, POLICIES AND BENEFITS
Per Contract Unless Otherwise Specified Below**

TEACHER WORK-YEAR – Defined

The Teacher contract consists of 196 days per year, 190 workdays and six (6) paid holidays per year. The teacher shall work 7.50 hours per day.

Experience

Probationary Period

Annual Employment Status

Continuing Contract/Prof. Services Contract

Insurance and Sick Leave

Vacation Sick Leave Bank

VOLUNTARY PAYROLL DEDUCTIONS

The employee may elect to participate in any of the voluntary deduction plans approved by the board. These include, but are not limited to: 403(b), 457(b), and 457 Roth annuity plans, life insurance programs, charitable service organizations, unions, income protection, cancer, and dental insurance's, flex reimbursements for childcare and medical expenses.

DIRECT DEPOSIT

Employees are highly encouraged to have their pay electronically deposited into the bank(s) of their choice. Employees may enroll up to four accounts on direct deposit.

DOCULIVERY

Employees must sign on to Doculivery.com/IRCSD to view/print the check stub information which includes itemized gross pay, deductions, net pay, sick and vacation time.

ADVANCED DEGREE SUPPLEMENT

All Instructional Staff hired on or after July 1, 2011 will receive an Advanced Degree Supplement only if the degree is held in the individual's area of certification. This will only be a Salary Supplement, and is not considered part of base pay.

FULL SCHEDULE SUPPLEMENT

All Instructional Staff will receive an additional amount equal to 6.16% of their base salary if they teach an additional class during their planning period time.

**CONFIDENTIAL
MANAGERIAL
SUPPORT STAFF**

Confidential Managerial Salary Schedule

2015-2016

12 Month

Step	CM01	CM02	CM03	CM04	CM05	CM06	CM07
0	\$21,079	\$23,398	\$25,717	\$28,036	\$29,090	\$31,197	\$34,992
1	\$21,923	\$24,334	\$26,746	\$29,157	\$30,253	\$32,445	\$36,391
2	\$22,799	\$25,307	\$27,815	\$30,323	\$31,463	\$33,743	\$37,847
3	\$23,711	\$26,320	\$28,928	\$31,536	\$32,722	\$35,093	\$39,361
4	\$24,660	\$27,372	\$30,085	\$32,798	\$34,031	\$36,497	\$40,935
5	\$25,646	\$28,467	\$31,288	\$34,110	\$35,392	\$37,957	\$42,573
6	\$26,672	\$29,606	\$32,540	\$35,474	\$36,808	\$39,475	\$44,276
7	\$27,739	\$30,790	\$33,842	\$36,893	\$38,280	\$41,054	\$46,047
8	\$28,849	\$32,022	\$35,195	\$38,369	\$39,811	\$42,696	\$47,889
9	\$30,003	\$33,303	\$36,603	\$39,903	\$41,404	\$44,404	\$49,804
10	\$31,203	\$34,635	\$38,067	\$41,500	\$43,060	\$46,180	\$51,796
11	\$32,451	\$36,020	\$39,590	\$43,160	\$44,782	\$48,027	\$53,868
13	\$33,749	\$37,461	\$41,174	\$44,886	\$46,573	\$49,948	\$56,023
15	\$35,099	\$38,960	\$42,820	\$46,681	\$48,436	\$51,946	\$58,264
17	\$36,503	\$40,518	\$44,533	\$48,549	\$50,374	\$54,024	\$60,594
20	\$37,963	\$42,139	\$46,315	\$50,491	\$52,389	\$56,185	\$63,018

12 Month Degree Supplement

Associate	\$1,250						
Bachelor	\$2,257						

Individuals who have earned multiple degrees and/or CPA receive only the highest stipend.

Confidential Managerial Salary Schedule				
2015-2016				
	196 Day	196 Day	196 Day	220 Day
Step	CT01	CT02	CT03	CE03
0	\$18,339	\$20,236	\$21,923	\$24,663
1	\$19,073	\$21,046	\$22,799	\$25,649
2	\$19,836	\$21,887	\$23,711	\$26,675
3	\$20,629	\$22,763	\$24,660	\$27,742
4	\$21,454	\$23,674	\$25,646	\$28,852
5	\$22,312	\$24,620	\$26,672	\$30,006
6	\$23,205	\$25,605	\$27,739	\$31,206
7	\$24,133	\$26,629	\$28,849	\$32,455
8	\$25,098	\$27,695	\$30,003	\$33,753
9	\$26,102	\$28,802	\$31,203	\$35,103
10	\$27,146	\$29,955	\$32,451	\$36,507
11	\$28,232	\$31,153	\$33,749	\$37,967
13	\$29,361	\$32,399	\$35,099	\$39,486
15	\$30,536	\$33,695	\$36,503	\$41,066
17	\$31,757	\$35,043	\$37,963	\$42,708
20	\$33,028	\$36,444	\$39,481	\$44,416
Degree Supplement				
		196 Day	220 Day	
Associate		\$1,042	\$1,146	
Bachelor		\$1,881	\$2,069	

Individuals who have earned multiple degrees and/or CPA receive only the highest stipend.

EXPLANATION OF CONFIDENTIAL MANAGERIAL SALARY SCHEDULE, POLICIES AND BENEFITS

PAY GRADE

Each position is named and a pay grade is allotted. There may be several positions in the same pay grade when the positions are comparable in skill, complexity, knowledge and training.

STEP

Within each pay grade, the amount of pay is based on the “step” or years of experience the employee has reached. The step schedule starts with zero (0) and may be incremented by one (1) step for each year the employee works at least one (1) day more than half of their contract year, until the employee reaches the top step, twenty (20). However, the School Board reserves the right to withhold granting of step.

WORK EXPERIENCE

Effective July 1, 2006, work experience, when related to the position, will be granted when verified in writing from previous employers. Employees that change positions within the district, that are comparable in skill, complexity and job description, may keep all steps. Should a Confidential Managerial employee move to a position on the instructional salary schedule, experience in a position that required a Professional Teaching Certificate shall be considered as instructional experience.

The Superintendent reserves the right to administratively place individuals on Board approved salary schedule steps, based on the needs of the district.

It is the employee’s responsibility to provide all experience verification to the Human Resources department within the required time allotted:

- When newly hired, the employee will have 4 pay checks / direct deposits to provide documentation of experience. Verification must be provided prior to the processing of the 4th pay check / direct deposit.
- If documentation is delayed past the time specified above, it is effective the date we receive the experience verification.

PROBATIONARY PERIOD

All new confidential/managerial employees shall be placed on a ninety (90) calendar day probationary period. At the conclusion of the probationary period, the employee shall either be placed on annual employment status or terminated. The employee may be terminated at any time during the probationary period without cause.

Confidential Managerial Supplemental Pay

Supplemental pay for FNS Managers for doing extra work out of normal contracted hours such as covering another school, mentoring and/or training a manager. A proration of these amounts may be implemented based on work performed when a full week is not completed.

Rates:

Monthly rate \$300.00

Weekly rate \$ 75.00

BENEFITS are per School Board Policies unless otherwise defined.

VOLUNTARY PAYROLL DEDUCTIONS

The employee may elect to participate in any of the voluntary deduction plans approved by the board. These include, but are not limited to: 403(b), 457(b), and 457 Roth annuity plans, life insurance programs, charitable service organizations, income protection, cancer, and dental insurances, flex reimbursements for childcare and medical expenses.

WORK WEEK (Defined)

The work week begins on Saturday and concludes on Friday.

HOLIDAYS

The District will provide six (6) paid holidays per year to all Confidential Managerial employees.

DIRECT DEPOSIT

All employees are highly encouraged to have their pay electronically deposited into the bank(s) of their choice. Employees may enroll up to four accounts on direct deposit.

DOCULIVERY

Employees must sign on to Doculivery.com/IRCSD to view/print the check stub information which includes itemized gross pay, deductions, net pay, sick and vacation time.

CONFIDENTIAL/MANAGERIAL JOB TITLES
Based on 8 Hours Daily

Job Description	Contract Length	Pay Grade
Administrative Assistant, District	250	CM01
Administrative Assistant Elementary	250	CM01
Administrative Assistant Secondary	250	CM02
Driver Trainer/Safety Officer	250	CM04
Executive Assistant for Asst. Superintendent	250	CM03
Executive Assistant for School Board	250	CM04
Executive Assistant for Superintendent	250	CM04
Facilities Coordinator	254	CM07
Facilities Specialist	250	CM04
Food Service Manager, Elementary	196	CT01
Food Service Manager, Middle School	196	CT02
Food Service Manager, High School	196	CT03
Food Service Manager, w/Elderly Feeding	250	CM04
Food Service Operations/Technical Manager	250	CM05
Food Service Specialist	250	CM04
Garage Coordinator	254	CM07
Property Records Coordinator	250	CM04
Scheduling Technician	250	CM01
Warehouse Foreman	254	CM05

PROFESSIONAL TECHNICAL SUPPORT STAFF

Professional/Technical Salary Schedule

Fiscal Year 2015-16

Twelve Month							
Step	P1	P2	P3	P4	P5	P6	P7
1	\$35,739	\$38,598	\$41,457	\$44,673	\$47,532	\$53,250	\$57,539
2	\$36,811	\$39,756	\$42,700	\$46,013	\$48,958	\$54,848	\$59,265
3	\$37,915	\$40,948	\$43,981	\$47,394	\$50,427	\$56,493	\$61,043
4	\$39,052	\$42,177	\$45,301	\$48,816	\$51,940	\$58,188	\$62,874
5	\$40,224	\$43,442	\$46,660	\$50,280	\$53,498	\$59,934	\$64,761
6	\$41,431	\$44,745	\$48,060	\$51,788	\$55,103	\$61,732	\$66,703
7	\$42,674	\$46,088	\$49,501	\$53,342	\$56,756	\$63,584	\$68,705
8	\$43,954	\$47,470	\$50,986	\$54,942	\$58,459	\$65,491	\$70,766
9	\$45,272	\$48,894	\$52,516	\$56,591	\$60,212	\$67,456	\$72,889
10	\$46,631	\$50,361	\$54,092	\$58,288	\$62,019	\$69,480	\$75,075
12	\$48,030	\$51,872	\$55,714	\$60,037	\$63,879	\$71,564	\$77,328
15	\$49,470	\$53,428	\$57,386	\$61,838	\$65,796	\$73,711	\$79,647
17	\$50,955	\$55,031	\$59,107	\$63,693	\$67,770	\$75,922	\$82,037
20	\$52,483	\$56,682	\$60,881	\$65,604	\$69,803	\$78,200	\$84,498
Position:	Base Salary	Experienced	Expert				
Senior Accountant	\$59,000	\$62,000	\$65,000				
Staff Accountant	\$44,000	\$48,000	\$52,000				
<u>Advance Degrees - Paid for degrees ABOVE the minimum required for the position:</u>							
	Bachelor	Master	CPA	Specialist	Doctorate		
	\$2,257	\$2,953	\$3,784	\$3,909	\$4,874		
P6 & P7 only	-	\$2,953	\$3,784	\$3,909	\$4,874		
Individuals who have earned multiple degrees and/or CPA receive only the highest stipend.							

Professional/Technical Salary Schedule

Fiscal Year 2015-16

Eleven Month

Step	E1	E2	E3	E4	E5	E6	E7
1	\$32,736	\$35,355	\$37,974	\$40,920	\$43,539	\$48,777	\$52,705
2	\$33,718	\$36,416	\$39,113	\$42,148	\$44,845	\$50,240	\$54,286
3	\$34,730	\$37,508	\$40,286	\$43,412	\$46,191	\$51,747	\$55,915
4	\$35,772	\$38,633	\$41,495	\$44,715	\$47,576	\$53,300	\$57,592
5	\$36,845	\$39,792	\$42,740	\$46,056	\$49,004	\$54,899	\$59,320
6	\$37,950	\$40,986	\$44,022	\$47,438	\$50,474	\$56,546	\$61,100
7	\$39,089	\$42,216	\$45,343	\$48,861	\$51,988	\$58,242	\$62,933
8	\$40,261	\$43,482	\$46,703	\$50,327	\$53,547	\$59,989	\$64,821
9	\$41,469	\$44,787	\$48,104	\$51,836	\$55,154	\$61,789	\$66,765
10	\$42,713	\$46,130	\$49,547	\$53,391	\$56,809	\$63,643	\$68,768
12	\$43,995	\$47,514	\$51,034	\$54,993	\$58,513	\$65,552	\$70,831
15	\$45,314	\$48,940	\$52,565	\$56,643	\$60,268	\$67,518	\$72,956
17	\$46,674	\$50,408	\$54,142	\$58,342	\$62,076	\$69,544	\$75,145
20	\$48,074	\$51,920	\$55,766	\$60,093	\$63,938	\$71,630	\$77,399
<u>Advance Degrees - Paid for degrees ABOVE the minimum required for the position:</u>							
		Bachelor	Master	CPA	Specialist	Doctorate	
		\$2,069	\$2,707	\$3,469	\$3,583	\$4,468	
	E6 & E7 Only	-	\$2,707	\$3,469	\$3,583	\$4,468	
Individuals who have earned multiple degrees and/or CPA receive only the highest stipend.							

Professional/Technical Salary Schedule

Fiscal Year 2015-16

Ten Month

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

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

	Bachelor	Master	CPA	Specialist	Doctorate
	\$1,881	\$2,461	\$3,153	\$3,257	\$4,062
T6 & T7 Only	-	\$2,461	\$3,153	\$3,257	\$4,062

Individuals who have earned multiple degrees and/or CPA receive only the highest stipend.

EXPLANATION OF PROFESSIONAL/TECHNICAL SALARY SCHEDULES, POLICIES AND BENEFITS

PAY LEVEL

Each position is named and a pay level is allotted. There may be several positions in the same pay level when the positions are comparable in skill, complexity, knowledge and training.

STEP

Within each pay level, the amount of pay is based on the “step” or years of experience the employee has reached. The step schedule starts with one (1) and is incremented by one (1) step for each year the employee works at least one (1) day more than half of their contract year, until the employee reaches the top step, twenty (20). However, the School Board reserves the right to withhold granting of step.

WORK EXPERIENCE

Effective July 1, 2006, work experience, when related to the position, will be granted when verified in writing from previous employers. Employees that change positions within the district that are comparable in skill complexity and job description, may keep all steps. Experience in a position that requires a Professional Certificate shall be considered as instructional experience should the employee move to a position on the instructional salary schedule.

The Superintendent reserves the right to administratively place individuals on Board approved salary schedule steps, based on the needs of the district.

It is the employee’s responsibility to provide all experience verification to the Human Resources department within the required time allotted:

- When newly hired, the employee will have 4 pay checks / direct deposits to provide documentation of experience. Verification must be provided prior to the processing of the 4th pay check / direct deposit.
- If documentation is delayed past the time specified above, it is effective the date we receive the experience verification.

PROBATIONARY PERIOD

All new professional/technical employees shall be placed on a ninety (90) calendar day probationary period. At the conclusion of the probationary period, the employee shall either be placed on annual employment status or terminated. The employee may be terminated at any time during the probationary period without cause.

BENEFITS are Per School Board Rule Unless Otherwise Defined

VOLUNTARY PAYROLL DEDUCTIONS

The employee may elect to participate with any of the voluntary deduction plans approved by the board. These approved services include, but are not limited to: 403(b), 457(b) and 457 Roth annuity plans, life insurance programs, charitable service organizations, income protection, cancer, and dental insurances, flex reimbursements for childcare and medical expenses.

WORK WEEK (Defined) The work week begins on Saturday and concludes on Friday.

HOLIDAYS

The District will provide six (6) paid holidays per year to all Professional Technical employees.

DIRECT DEPOSIT

All employees are highly encouraged to have their pay electronically deposited into the bank(s) of their choice. Employees may enroll up to four accounts on direct deposit.

DOCULIVERY

Employees must sign on to Doculivery.com/IRCSd to view/print the check stub information which includes itemized gross pay, deductions, net pay, sick and vacation time.

Professional/Technical Job Titles Based on 8.0 hours Daily

Job Title	Contract Length	Pay Level
Accounting Manager, General Ledger	250 days	7
Accounting Manager, Special Projects	250 days	7
Accounting Specialist I	250 days	1
Accounting Specialist II	250 days	3
Accounts Payable Manager	250 days	3
Applications Support Specialist	250 days	4
Athletic Trainer	220 days	4
Auditorium Director	250 days	1
Building Official	250 days	7
Budget Analyst	250 days	6
Certification Analyst	250 days	4-5
Code Compliance Inspector	250 days	3
Computer Programmer I / II	250 days	3-4
Coordinator, Office of Attendance	250 days	1
Director of LPN Program	250 days	6
District School Psychologist	220 days	7
District Television Production Coordinator	250 days	4
Educational Accountability and Instructional Data Analyst	250 days	7
Educational Technology Specialist	250 days	1-2
Employee Benefits Accountant / Auditor	250 days	5
Employee Benefits Specialist	250 days	2
ESE Program Specialist	220 days	7
ESE Sign Language Interpreter	196 days	2
Facility Planner	250 days	7
Fiscal Assistant	250 days	3
FNS Specialist	250 days	6
FTE Coordinator/Training Technician	250 days	3
Health Services Coordinator	220 days	3
IAQ Manager	250 days	5
Insurance Specialist	250 days	2
Migrant Parent Specialist	196 days	3
Network Administrator	250 days	7

Professional/Technical Job Titles
Based on 8.0 hours Daily

Job Title	Contract Length	Pay Level
Occupational Therapist	196 days	6
Operations Analyst (IS)	250 days	4
Payroll Manager	250 days	7
Physical Therapist	196 days	6
Planning & Construction Coordinator	250 days	5
Plant Manager	250 days	5-6
Plant Supervisor	250 days	5
Position Control Specialist and Personnel		
System Manager	250 days	6-7
Programmer/Analyst	250 days	4-5
Project Specialist	220 days	4
Safety Technician	250 days	6
School Psychologist	196 days	6
School Social Worker	196 days	6
Senior Accountant	250 days	-
Staff Accountant	250 days	-
Support Technician	250 days	4
Student Support Specialist	196 – 220 days	6
Supervisor, Extended Day Program	250 days	3
Supervisor of Print Shop & Records	250 days	4
Systems Administrator	250 days	7
Systems Analyst	250 days	5-6
Systems Support Technician	250 days	5
Transportation Computer Technician	250 days	3
Web Master	250 days	4



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ADMINISTRATIVE STAFF

2015-2016 Administrative Salary Schedule - 12 Month

I
Asst. Superintendents
\$112,898

Step

0
1
2
3
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5
6
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15

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

CPA	Specialist	Doctorate
\$3,784	\$3,909	\$4,874

Master's value is included in schedule - other supplements reflect value above Masters
 Individuals who have earned multiple degrees and/or CPA receive only the highest stipend.

2015-2016 Principals Administrative Salary Schedule - 12 Month

HS Principals	I	MS Principals	II	ES and Alt Ed Principals	III
1A	\$96,800	1A	\$90,000	1A	\$87,800
1B	\$97,100	1B	\$90,300	1B	\$88,100
1C	\$97,400	1C	\$90,600	1C	\$88,400
2A	\$97,700	2A	\$90,900	2A	\$88,700
2B	\$98,000	2B	\$91,200	2B	\$89,000
2C	\$98,300	2C	\$91,500	2C	\$89,300
3A	\$98,600	3A	\$91,800	3A	\$89,600
3B	\$98,900	3B	\$92,100	3B	\$89,900
3C	\$99,200	3C	\$92,400	3C	\$90,200
4A	\$99,500	4A	\$92,700	4A	\$90,500
4B	\$99,800	4B	\$93,000	4B	\$90,800
4C	\$100,100	4C	\$93,300	4C	\$91,100
5A	\$100,400	5A	\$93,600	5A	\$91,400
5B	\$100,700	5B	\$93,900	5B	\$91,700
5C	\$101,000	5C	\$94,200	5C	\$92,000
6A	\$101,300	6A	\$94,500	6A	\$92,300
6B	\$101,600	6B	\$94,800	6B	\$92,600
6C	\$101,900	6C	\$95,100	6C	\$92,900
7A	\$102,200	7A	\$95,400	7A	\$93,200
7B	\$102,500	7B	\$95,700	7B	\$93,500
7C	\$102,800	7C	\$96,000	7C	\$93,800
8A	\$103,100	8A	\$96,300	8A	\$94,100
8B	\$103,400	8B	\$96,600	8B	\$94,400
8C	\$103,700	8C	\$96,900	8C	\$94,700
9A	\$104,000	9A	\$97,200	9A	\$95,000
9B	\$104,300	9B	\$97,500	9B	\$95,300
9C	\$104,600	9C	\$97,800	9C	\$95,600
10A	\$104,900	10A	\$98,100	10A	\$95,900
10B	\$105,200	10B	\$98,400	10B	\$96,200
10C	\$105,500	10C	\$98,700	10C	\$96,500
11A	\$105,800	11A	\$99,000	11A	\$96,800
11B	\$106,100	11B	\$99,300	11B	\$97,100
11C	\$106,400	11C	\$99,600	11C	\$97,400
12A	\$106,700	12A	\$99,900	12A	\$97,700
12B	\$107,000	12B	\$100,200	12B	\$98,000
12C	\$107,300	12C	\$100,500	12C	\$98,300
13A	\$107,600	13A	\$100,800	13A	\$98,600
13B	\$107,900	13B	\$101,100	13B	\$98,900
13C	\$108,200	13C	\$101,400	13C	\$99,200
14A	\$108,500	14A	\$101,700	14A	\$99,500
14B	\$108,800	14B	\$102,000	14B	\$99,800
14C	\$109,100	14C	\$102,300	14C	\$100,100
15A	\$109,400	15A	\$102,600	15A	\$100,400
15B	\$109,700	15B	\$102,900	15B	\$100,700
15C	\$110,000	15C	\$103,200	15C	\$101,000

Performance Pay		Advanced Degrees	
		CPA	\$3,784
Highly Effective	\$1,200	Specialist Degree	\$3,909
Effective	\$900	Doctorate Degree	\$4,874

Master's value included in schedule - other supplements reflect value above Masters

Individuals who have earned multiple degrees and/or CPA receive only the highest stipend.

2015-2016 Assistant Principals Administrative Salary Schedule - 11 Month

HS AP	I	MS AP	II	ES AP	III
1A	\$75,000	1A	\$72,000	1A	\$68,000
1B	\$75,300	1B	\$72,300	1B	\$68,300
1C	\$75,600	1C	\$72,600	1C	\$68,600
2A	\$75,900	2A	\$72,900	2A	\$68,900
2B	\$76,200	2B	\$73,200	2B	\$69,200
2C	\$76,500	2C	\$73,500	2C	\$69,500
3A	\$76,800	3A	\$73,800	3A	\$69,800
3B	\$77,100	3B	\$74,100	3B	\$70,100
3C	\$77,400	3C	\$74,400	3C	\$70,400
4A	\$77,700	4A	\$74,700	4A	\$70,700
4B	\$78,000	4B	\$75,000	4B	\$71,000
4C	\$78,300	4C	\$75,300	4C	\$71,300
5A	\$78,600	5A	\$75,600	5A	\$71,600
5B	\$78,900	5B	\$75,900	5B	\$71,900
5C	\$79,200	5C	\$76,200	5C	\$72,200
6A	\$79,500	6A	\$76,500	6A	\$72,500
6B	\$79,800	6B	\$76,800	6B	\$72,800
6C	\$80,100	6C	\$77,100	6C	\$73,100
7A	\$80,400	7A	\$77,400	7A	\$73,400
7B	\$80,700	7B	\$77,700	7B	\$73,700
7C	\$81,000	7C	\$78,000	7C	\$74,000
8A	\$81,300	8A	\$78,300	8A	\$74,300
8B	\$81,600	8B	\$78,600	8B	\$74,600
8C	\$81,900	8C	\$78,900	8C	\$74,900
9A	\$82,200	9A	\$79,200	9A	\$75,200
9B	\$82,500	9B	\$79,500	9B	\$75,500
9C	\$82,800	9C	\$79,800	9C	\$75,800
10A	\$83,100	10A	\$80,100	10A	\$76,100
10B	\$83,400	10B	\$80,400	10B	\$76,400
10C	\$83,700	10C	\$80,700	10C	\$76,700
11A	\$84,000	11A	\$81,000	11A	\$77,000
11B	\$84,300	11B	\$81,300	11B	\$77,300
11C	\$84,600	11C	\$81,600	11C	\$77,600
12A	\$84,900	12A	\$81,900	12A	\$77,900
12B	\$85,200	12B	\$82,200	12B	\$78,200
12C	\$85,500	12C	\$82,500	12C	\$78,500
13A	\$85,800	13A	\$82,800	13A	\$78,800
13B	\$86,100	13B	\$83,100	13B	\$79,100
13C	\$86,400	13C	\$83,400	13C	\$79,400
14A	\$86,700	14A	\$83,700	14A	\$79,700
14B	\$87,000	14B	\$84,000	14B	\$80,000
14C	\$87,300	14C	\$84,300	14C	\$80,300
15A	\$87,600	15A	\$84,600	15A	\$80,600
15B	\$87,900	15B	\$84,900	15B	\$80,900
15C	\$88,200	15C	\$85,200	15C	\$81,200

Performance Pay		Advanced Degrees	
		CPA	\$3,784
Highly Effective	\$900	Specialist Degree	\$3,909
Effective	\$600	Doctorate Degree	\$4,874

Master's value included in schedule - other supplements reflect value above Masters

Individuals who have earned multiple degrees and/or CPA receive only the highest stipend.

EXPLANATION OF ADMINISTRATIVE SALARY SCHEDULES, POLICIES AND BENEFITS

PAY LEVEL

Each position is named and a pay level is allotted. There may be several positions in the same pay level when the positions are comparable in skill, complexity, knowledge and training.

STEP

Within each pay level, the amount of pay is based on the “step” or years of experience the employee has reached. The step schedule starts with zero (0) and is incremented by one (1) step for each year the employee works at least one (1) day more than half of their contract year, until the employee reaches the top step, fifteen (15). However, the School Board reserves the right to withhold granting of step.

WORK EXPERIENCE

Effective July 1, 2006, experience, when related to the position, will be granted when verified in writing from previous employers. Employees that change positions within the district that are comparable in skill complexity and job description, may keep all steps. Experience in a position that requires a Professional Certificate shall be considered as instructional experience should the employee move to a position on the instructional salary schedule.

The Superintendent reserves the right to administratively place individuals on Board approved salary schedule steps, based on the needs of the district.

It is the employee’s responsibility to provide all experience verification to the Human Resources department within the required time allotted:

- When newly hired, the employee will have 4 pay checks / direct deposits to provide documentation of experience. Verification must be provided prior to the processing of the 4th pay check / direct deposit.
- If documentation is delayed past the time specified above, it is effective the date we receive the experience verification.

PROBATIONARY PERIOD

All new administrative employees shall be placed on a ninety (90) calendar day probationary period. At the conclusion of the probationary period, the employee shall either be placed on annual employment status or terminated. The employee may be terminated at any time during the probationary period without cause.

BENEFITS are Per School Board Rule Unless Otherwise Defined Below

PAYROLL VOLUNTARY DEDUCTIONS

The employee may elect to participate with any of the voluntary deduction plans approved by the board. These include, but are not limited to: 403(b), 457(b) and 457 Roth annuity plans, life insurance programs, charitable service organizations, income protection, cancer, and dental insurances, flex reimbursements for childcare and medical expenses.

HOLIDAYS

The District will provide six (6) paid holidays per year to all administrators.

DIRECT DEPOSIT

All employees are highly encouraged to have their pay electronically deposited into the bank(s) of their choice. Employees may enroll up to four accounts on direct deposit.

DOCULIVERY

Employees must sign on to Doculivery.com/IRCSD to view/print the check stub information which includes itemized gross pay, deductions, net pay, sick and vacation time.

SALARY SUPPLEMENTS**ADVANCED DEGREE SUPPLEMENT**

All School Based Administrators hired on or after July 1, 2011 will receive an Advanced Degree Supplement only if the degree is held in the individual's area of certification. This will only be a Salary Supplement, and is not considered part of base pay.

Administrative Job Titles

Based on 8 hours daily

Job Title	Contract Length	Pay Level	
Assistant Principal High School	220	I	(11 months)
Assistant Principal Middle School	220	II	(11 months)
Assistant Principal Elementary School	220	III	(11 months)
Assistant Superintendent	250	I	
Coordinator	250	VIII	
Director	250	VII	
Executive Director	250	VI	
Principal, Alternative Education	250	III	
Principal, Elementary	250	III	
Principal, Middle School	250	II	
Principal, High School	250	I	

**SUBSTITUTE
AND
MISCELLANEOUS PAY**

SUBSTITUTE AND MISCELLANEOUS PAY
Effective: July 1, 2015 – June 30, 2016

INSTRUCTIONAL SUBSTITUTES

Daily rates for substitute and temporary teachers

Associates Degree	Hourly Rate.... \$10.0000 for 7.50 hours =	\$ 75.00 per day
*Bachelors Degree and above	Hourly Rate..... \$12.6667 for 7.50 hours =	\$ 95.00 per day
After the 50 th complete day,	Hourly Rate.....\$13.33 for 7.50 hours =	\$100.00 per day

Beginning on the 21st day, all instructional Substitutes who hold a Florida Professional Certificate with a Bachelor's Degree and above, who teach more than 20 consecutive days in the same position replacing the same employee, will be classified as a long term substitute and be paid the daily rate of \$125.00 (\$16.6667 per 7.50 hours). Upon completion of this particular substitute assignment, they will revert back to receiving their regular daily rate, as specified above, when next called to substitute.

Substitute teachers are guaranteed ½ day's pay minimum (3.75 hours). Hours worked beyond ½ day will determine pay for the day. If a substitute is called in, and not needed, the substitute will be paid for ½ day (3.75 hours).

NON-INSTRUCTIONAL SUBSTITUTES

Non-instructional substitutes will be paid at the base rate of the position for which they are substituting. Exception - Teacher Assistant Substitute will be paid at entry level Associate Instructional Substitute rate.

Health Assistant Substitutes: Health Assistant substitutes will be paid the base pay of Health Assistant I rate with the following exceptions: An LPN substituting for health Assistant II (LPN) or Heath Assistant III (RN) position will be paid at the base pay rate of Health Assistant II (LPN). An RN substituting for a Health Assistant II (LPN) position will be paid at the base pay rate of a Health Assistant II (LPN). An RN substituting for a Health Assistant III (RN) position will be paid at the base rate of a Health Assistant III (RN).

HOSPITAL HOMEBOUND RATE

Substitutes*	Current Substitute rate
Instructional Employees	Current hourly rate

ADULT EDUCATION

Non degreed life enhancement course instructor / teachers assistants	\$15.00 per hour
Postsecondary Adult Vocational and General Education/ District Certified.	
Non-degreed	\$18.00 per hour
Degreed	\$25.00 per hour
Computer Courses & Continuing Education Units (Degree Not Required)	\$18.00 per hour
Clinical Instructors – Medical (RN)	\$30.00 per hour

ESE

Intern School Psychologists	
Specialists level student	Current minimum wage
Doctoral level student	\$ 9.00 per hour

EXTENDED DAY – ADULT & COMMUNITY EDUCATION

Coordinators* (See page 50)	\$ 13.00 per hour
Extended Day Worker	\$ 10.00 per hour
Student Workers**	Current Minimum Wage

Performing Arts Technician: \$25.00 per hour

PAC Student Theater Tech Compensation

Apprenticeship Tech – Beginning Tech’s after being processed by the district office.	Minimum wage
Journeyman Tech- After a probationary period established by the per hour Director / Manager (not to exceed one full semester).	Minimum wage + \$1.00
Senior Tech – After <u>two</u> full years (four semesters) per hour	Minimum wage + \$2.00

ALTERNATIVE PREVENTION COUNSELING: \$25.00 per hour

TRANSLATIONS: \$25.00 per hour
STUDENT EMPLOYEES: Current Minimum Wage

In extenuating circumstances the Superintendent reserves the right to pay a student the base rate of the position on the salary schedule for which they are fulfilling the duties.

WORKSHOPS AND CURRICULUM DEVELOPMENT

Workshop Facilitator/Instructor (inclusive of planning time)	\$30.00 per hour
Workshop Facilitator/Instructor (exclusive of planning time)	\$20.00 per hour
Teachers/Curriculum Rate*	\$14.00 per hour
Non-Instructional Staff Rate***	Regular Hourly Rate

Sea Camp Coordinator:

Receives \$10.00 per student attending Sea Camp

SUMMER SCHOOL:

Employees will be compensated at their June 30th hourly rate for summer school.

SCHOOL BOARD BARGAINING TEAM SECRETARY SUPPLEMENT:

Secretary \$500 per team

BOARD MEMBER(S) SALARY: Set by Legislature

TEACHER / EMPLOYEE OF THE YEAR

Non-Instructional Employee of the Year and Nominees: Each facility will nominate a non-instructional support staff employee of the year candidate. The nominee will receive a supplement in the amount of \$179.00.

If the nominee is chosen as the District Non-Instructional Employee of the Year, he/she will receive an additional \$179.00.

Teacher of the Year and Nominees: Each facility will nominate a Teacher of the Year candidate. The nominee will receive a supplement in the amount of \$233.00

If the nominee is chosen as the District Teacher of the Year, he/she will receive an additional \$233.00.

*This rate is determined by the teacher's contract (CEA) that is used for developing Curriculum / instruction; consequently, the coordinators salary may change depending upon the IRCEA contract.

**Student workers salary is minimum wage

*** In lieu of hourly rates, workshop stipends MAY be offered in the amount of \$50 per participant for half-day workshops and \$75 per participant for full day workshops for Voluntary participation.

ATHLETIC EVENTS

Clock (Scoreboard) Operator – baseball and softball	\$15.00
Clock Operator (basketball) per game	\$17.50
Clock Operator (football)	\$25.00
Coach/Driver	
Area I	\$40.00
Area II	\$55.00
Area III	\$70.00
Crowd Control (football)	\$20.00
Opening/Closing/PA (basketball, volleyball, wrestling)	\$20.00
Opening/Closing/PA (football)	\$50.00
Opening/Closing/PA (rental contracts for facilities)	\$ 8.00 per hour
Opening/Closing/PA (soccer, track, all other extra-curricular student related activities)	\$25.00
Scorekeeper (basketball)	\$17.50
Scorekeeper (softball, baseball)	\$25.00
Scorekeeper (all other sports)	\$17.50
Ticket Manager (basketball-boys and girls)	\$100.00 each
Ticket Seller (football)	\$40.00
Ticket Seller (all other sports)	\$25.00
Ticket Takers (football)	\$20.00
Ticket Taker (all other sports)	\$15.00
Ticket Manager (football)	\$500.00
Track Officials	\$50.00
Ushers (football)	\$15.00
Videotaping football games	\$35.00 per game

CONCESSIONS

Assistant Manager (basketball games)	\$50.00
Business Manager	\$20.00
Head Cashier (football)	\$40.00
Manager (basketball)	\$50.00
Manager (Christmas Tournaments)	\$100.00
Manager (football)	\$150.00

OTHER

Chaperones – Bus	\$25.00
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2015-2016

CALENDARS



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2015-2016 Payroll Schedule

					Work Dates		
10 Month	9 and 10 Month CWA	11 month	12 month	Pay Date	Begin Date	End Date	Due Date
			1	7/15/2015	7/1/2015	7/3/2015	7/6/2015
			2	7/31/2015	7/4/2015	7/17/2015	7/20/2015
		1	3	8/14/2015	7/18/2015	7/31/2015	8/3/2015
1	1	2	4	8/31/2015	8/1/2015	8/14/2015	8/17/2015
2	2	3	5	9/15/2015	8/15/2015	8/28/2015	8/31/2015
3	3	4	6	9/30/2015	8/29/2015	9/11/2015	9/14/2015
4	4	5	7	10/15/2015	9/12/2015	9/25/2015	9/28/2015
5	5	6	8	10/30/2015	9/26/2015	10/9/2015	10/12/2015
6	6	7	9	11/13/2015	10/10/2015	10/23/2015	10/26/2015
7	7	8	10	11/30/2015	10/24/2015	11/6/2015	11/9/2015
8	8	9	11	12/15/2015	11/7/2015	11/20/2015	11/30/2015
9	9	10	12	12/18/2015	11/21/2015	12/4/2015	12/7/2015
10	10	11	13	1/15/2016	12/5/2015	1/1/2016	1/4/2016
11	11	12	14	1/29/2016	1/2/2016	1/15/2016	1/19/2016
12	12	13	15	2/12/2016	1/16/2016	1/29/2016	2/1/2016
13	13	14	16	2/29/2016	1/30/2016	2/12/2016	2/16/2017
14	14	15	17	3/15/2016	2/13/2016	2/26/2016	2/29/2016
15	15	16	18	3/31/2016	2/27/2016	3/11/2016	3/14/2016
16	16	17	19	4/15/2016	3/12/2016	4/1/2016	4/4/2016
17	17	18	20	4/29/2016	4/2/2016	4/15/2016	4/18/2016
18	18	19	21	5/13/2016	4/16/2016	4/29/2016	5/2/2016
19	19	20	22	5/31/2016	4/30/2016	5/13/2016	5/16/2016
20, 21, 22, 23	20, 21, 22, 23	21,22		6/6/2016			
		23	23	6/15/2016	5/14/2016	5/27/2016	5/31/2016
24*	24*	24**	24**	6/27/2016	5/28/2016	6/30/2016	6/13/2016

* Projected**

THIS SCHEDULE IS SUBJECT TO CHANGE DURING THE YEAR.

NOTE: Adjustments, corrections, re-issues and voids will be combined and processed within two days after payroll, unless otherwise dictated by the law and collective bargaining agreements.

*Leave and extra hours for 10 month employees other than CWA will be from 5/14/16 thru final work date of calendar

**On the Projected Payroll you will submit any leave employees have submitted in advance. Any leave requests adjustments received after 6/13/16 will be adjusted on the following payroll if applicable.

2015 - 2016 Instructional 216 Day Calendar

Pay Type 410, 440 - Guidance Counselors, Orchestra, Middle School Band Directors, High School Asst. Band Director, Automotive Program Technician

August 3 - First Day

June 22 - Last Day

July-15						
S	M	T	W	T	F	S
			1	2	3	4
			0	0	0	0
5	6	7	8	9	10	11
0	0	0	0	0	0	0
12	13	14	15	16	17	18
0	0	0	0	0	0	0
19	20	21	22	23	24	25
0	0	0	0	0	0	0
26	27	28	29	30	31	
0	0	0	0	0	0	
						0

August-15						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	1	1	1	1	1	0
9	10	11	12	13	14	15
0	1	1	1	1	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0
30	31					
0	1					21

September-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	0	1	1	1	1	0
13	14	15	16	17	18	19
0	0	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30			
0	1	1	1			
						20

October-15						
S	M	T	W	T	F	S
				1	2	3
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0
						22

November-15						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	1	1	1	1	0
29	30					
0	1					20

December-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	1
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	0	0	0
27	28	29	30	31		
0	0	0	0	0		
						14

January-16						
S	M	T	W	T	F	S
					1	2
					0	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	0	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
31						
0						19

February-16						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	1	1	1	1	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1	1	1	1	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29					
0	1					21

March-16						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	1	1	0
27	28	29	30	31		
0	1	1	1	1		
						20

April-16						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
						21

May-16						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30	31				
0	1	1				22

June-16						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	0	0	0
26	27	28	29	30		
0	0	0	0	0		
						16

Non Work Days
 Paid Holidays
 Working Days
 Paid Days
 Grand Total 216

Holidays
November 26 & 27 Thanksgiving
February 15 President's Day
March 24 & 25 Spring Break
May 30 Memorial Day

Non Workdays
July 3 (Independence Day Observed)
September 7 Labor Day
September 14 Non Workday
November 23 Emergency Day
December 21 thru January 1 Winter Break
January 18 Martin Luther King Jr. Day
March 21 thru 23 Spring Break

Paid Days
August 17 thru 19 Teacher Workdays
August 20 Inservice Day
August 21 Teacher Workday
October 17 State Inservice Day
November 24 Conference Day
November 25 Paid Day
January 19 1/2 Teacher Workday 1/2 Inservice Day

2015 - 2016 Instructional 244 Day Calendar

Pay Type 420, 460 - High School Band Director, Navy ROTC, Athletic Director Adult Ed RN

July 1 - First Day

June 30 - Last Day

July-15						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	0	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30	31	
0	1	1	1	1	1	
						22

August-15						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	1	1	1	1	1	0
9	10	11	12	13	14	15
0	1	1	1	1	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0
30	31					
0	1					21

September-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	0	1	1	1	1	0
13	14	15	16	17	18	19
0	0	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30			
0	1	1	1			
						20

October-15						
S	M	T	W	T	F	S
				1	2	3
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0
						22

November-15						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	1	1	1	1	0
29	30					
0	1					20

December-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	1
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	0	0	0
27	28	29	30	31		
0	0	0	0	0		
						14

January-16						
S	M	T	W	T	F	S
					1	2
					0	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	0	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
31						
0						19

February-16						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	1	1	1	1	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1	1	1	1	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29					
0	1					21

March-16						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	1	1	0
27	28	29	30	31		
0	1	1	1	1		
						20

April-16						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
						21

May-16						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30	31				
0	1	1				22
31						
0						

June-16						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30		
0	1	1	1	1		
						22

Non Work Days
 Paid Holidays
 Working Days
 Paid Days
 Grand Total 244

Holidays
November 26 & 27 Thanksgiving
February 15 President's Day
March 24 & 25 Spring Break
May 30 Memorial Day

Non Workdays
July 3 (Independence Day Observed)
September 7 Labor Day
September 14 Non Workday
November 23 Emergency Day
December 21 thru January 1 Winter Break
January 18 Martin Luther King Jr. Day
March 21 thru 23 Spring Break

Paid Days
August 17 thru 19 Teacher Workdays
August 20 Inservice Day
August 21 Teacher Workday
October 17 State Inservice Day
November 24 Conference Day
November 25 Paid Day
January 19 1/2 Teacher Workday 1/2 Inservice Day

**SUPERVISOR AND EMPLOYEE OPTIONS FOR THE TEN HOUR DAYS AS
DESIGNATED IN THE 2015 – 2016 CALENDAR
(250 and 254A day Calendars Only)**

Option 1: Work the four (4) ten hour days.

Option 2: Take eight (8) hours (2 hours for each day) of personal or vacation leave for the week.

Option 3: Arrange and have approved by the Supervisor, prior to the start of the week of the four ten hour days, to work the additional eight (8) hours at an alternate time, such that overtime is not incurred.

NOTE to Site Based Payroll Users: This alternate time outlined in Option 3, must be entered into the payroll system as “flex worked” when the employee works it and “flex taken” when the time is taken off.

2015 - 2016 NonInstructional 250 Day Calendar

Pay Type 101, 152, 510, 820, 607, 608 Administrative, Professional Technical and Confidential Managerial 12 month employees, custodian and secretaries

July 1 - First Day

June 30 - Last Day

July-15						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	0	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30	31	
0	1	1	1	1	1	
						22

August-15						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	1	1	1	1	1	0
9	10	11	12	13	14	15
0	1	1	1	1	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0
30	31					
0	1					21

September-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	0	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30			
0	1	1	1			
						21

October-15						
S	M	T	W	T	F	S
				1	2	3
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0
						22

November-15						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30					
0	1					21

December-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	1
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	0	0	0
27	28	29	30	31		
0	0	0	0	0		
						14

January-16						
S	M	T	W	T	F	S
					1	2
					0	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	0	1.25	1.25	1.25	1.25	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
31						
0						20

February-16						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	1	1	1	1	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1	1	1	1	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29					
0	1					21

March-16						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30	31		
0	1	1	1	1		
						23

April-16						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
						21

May-16						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30	31				
0	1	1				22

June-16						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30		
0	1	1	1	1		
						22

Non Work Days
 Paid Holidays
 Working Days
 Paid Days
 Grand Total 250

Paid Holidays

November 26 & 27 Thanksgiving
 February 15 President's Day
 March 24 & 25 Spring Break
 May 30 Memorial Day

Non Workdays

July 3 (Independence Day Observed)
 September 7 Labor Day
 December 21 thru January 1 Winter Break
 January 18 Martin Luther King Jr. Day

Please note, 1.25 workdays scheduled for the following week:
 January 19 thru 22
 Example during this week: 8 hour employees will work four 10 hour days during this week
 7.5 hour employees will work three 9.5 hour days and one 9 hour day
 Any leave taken will reflect 1.25 days during these weeks.
 Employees may use either Personal, Vacation leave or preapproved Flex time for the additional hours.

2015 - 2016 NonInstructional 254A Day Calendar

Pay Type 520 and 609 - Confidential managerial, Maintenance, Mechanics and Warehouse

July 1 - First Day

June 30 - Last Day

July-15						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30	31	
0	1	1	1	1	1	
						23

August-15						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	1	1	1	1	1	0
9	10	11	12	13	14	15
0	1	1	1	1	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0
30	31					
0	1					21

September-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	0	1.25	1.25	1.25	1.25	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30			
0	1	1	1			
						22

October-15						
S	M	T	W	T	F	S
				1	2	3
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0
						22

November-15						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30					
0	1					21

December-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	1
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	1	0	0	0	0	0
27	28	29	30	31		
0	0	0	0	0		
						15

January-16						
S	M	T	W	T	F	S
					1	2
					0	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	0	1.25	1.25	1.25	1.25	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
31						
0						20

February-16						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	1	1	1	1	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1.25	1.25	1.25	1.25	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29					
0	1					22

March-16						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30	31		
0	1	1	1	1		
						23

April-16						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
						21

May-16						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30	31				
0	1	1				22

June-16						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30		
0	1	1	1	1		
						22

Non Work Days
 Paid Holidays
 Working Days
 Paid Days
 Grand Total
254

Paid Holidays

November 26 & 27 Thanksgiving
 February 15 President's Day
 March 24 & 25 Spring Break
 May 30 Memorial Day

Non Workdays

September 7 Labor Day
 December 21 thru January 1 Winter Break
 January 18 Martin Luther King Jr. Day

Please note, 1.25 workdays scheduled for the following weeks:
 September 8 thru 11
 January 19 thru 22
 February 16 thru 19

Example during those weeks: 8 hour employees will work four 10 hour days during this week
 7.5 hour employees will work three 9.5 hour days and one 9 hour day. Any leave taken will reflect 1.25 days during these weeks.
 Employees may use either Personal, Vacation leave or preapproved Flex time for the additional hours.

2015 - 2016 NonInstructional 220 Day Calendar

Pay Type 102, 151, 606, 610, 615, 810, 850 - Asst Principals, 11 Mth Secretaries, Auto Service Workers, Dispatchers, Receptionists and 11 Mth Professional Technical

August 3 - First Day

June 29 - Last Day

July-15						
S	M	T	W	T	F	S
			1	2	3	4
			0	0	0	0
5	6	7	8	9	10	11
0	0	0	0	0	0	0
12	13	14	15	16	17	18
0	0	0	0	0	0	0
19	20	21	22	23	24	25
0	0	0	0	0	0	0
26	27	28	29	30	31	
0	0	0	0	0	0	
						0

August-15						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	1	1	1	1	1	0
9	10	11	12	13	14	15
0	1	1	1	1	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0
30	31					
0	1					21

September-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	0	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30			
0	1	1	1			
						21

October-15						
S	M	T	W	T	F	S
				1	2	3
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0
						22

November-15						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	1	1	0
29	30					
0	1					18

December-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	1
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	0	0	0
27	28	29	30	31		
0	0	0	0	0		
						14

January-16						
S	M	T	W	T	F	S
					1	2
					0	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	0	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
31						
0						19

February-16						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	1	1	1	1	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1	1	1	1	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29					
0	1					21

March-16						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	1	1	0
27	28	29	30	31		
0	1	1	1	1		
						20

April-16						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
						21

May-16						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30	31				
0	1	1				22
31						
0						

June-16						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30		
0	1	1	1	0		
						21

Non Work Days
 Paid Holidays
 Working Days
 Paid Days
 Grand Total 220

Paid Holidays

November 26 & 27 Thanksgiving
 February 15 President's Day
 March 24 & 25 Spring Break
 May 30 Memorial Day

Non Workdays

July 3 (Independence Day Observed)
 September 7 Labor Day
 November 23-25 Thanksgiving Break
 December 21 thru January 1 Winter Break
 January 18 Martin Luther King Jr. Day
 March 21-23 Spring Break

2015 - 2016 NonInstructional 196 Day Calendar

Pay Type 603, 604, 605, 830, 840 - Media Assistants, Paraprofessional, 10 Month Pro/Tech., Health Assistants and Nurses, 10 Month Site Based Administrator

August 13 - First Day

June 8 - Last Day

July-15						
S	M	T	W	T	F	S
			1	2	3	4
			0	0	0	0
5	6	7	8	9	10	11
0	0	0	0	0	0	0
12	13	14	15	16	17	18
0	0	0	0	0	0	0
19	20	21	22	23	24	25
0	0	0	0	0	0	0
26	27	28	29	30	31	
0	0	0	0	0	0	
						0

August-15						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	0	0	0	0	0	0
9	10	11	12	13	14	15
0	0	0	0	1	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0
30	31					
0	1					13

September-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	0	1	1	1	1	0
13	14	15	16	17	18	19
0	0	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30			
0	1	1	1			
						20

October-15						
S	M	T	W	T	F	S
				1	2	3
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0
						22

November-15						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	1	1	0
29	30					
0	1					18

December-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	1
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	0	0	0
27	28	29	30	31		
0	0	0	0	0		
						14

January-16						
S	M	T	W	T	F	S
					1	2
					0	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	0	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
31						
0						19

February-16						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	1	1	1	1	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1	1	1	1	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29					
0	1					21

March-16						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	1	1	0
27	28	29	30	31		
0	1	1	1	1		
						20

April-16						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
						21

May-16						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30	31				
0	1	1				22
31						
0						

June-16						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	1	1	0	0	0
12	13	14	15	16	17	18
0	0	0	0	0	0	0
19	20	21	22	23	24	25
0	0	0	0	0	0	0
26	27	28	29	30		
0	0	0	0	0		
						6

Non Work Days
 Paid Holidays
 Working Days
 Paid Days
 Grand Total 196

Paid Holidays
November 26 & 27 Thanksgiving
February 15 President's Day
March 24 & 25 Spring Break
May 30 Memorial Day

Non Workdays
July 3 (Independence Day Observed)
September 7 Labor Day
November 23-25 Thanksgiving Break
December 21 thru January 1 Winter Break
January 18 Martin Luther King Jr. Day
January 19 Teacher Work/In-Service Day
March 21-23 Spring Break

2015 - 2016 NonInstructional 196 Day FS Calendar

Pay Type 153 - Food Service Manager

August 13 - First Day

June 7 - Last Day

July-15						
S	M	T	W	T	F	S
			1	2	3	4
			0	0	0	0
5	6	7	8	9	10	11
0	0	0	0	0	0	0
12	13	14	15	16	17	18
0	0	0	0	0	0	0
19	20	21	22	23	24	25
0	0	0	0	0	0	0
26	27	28	29	30	31	
0	0	0	0	0	0	
						0

August-15						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	0	0	0	0	0	0
9	10	11	12	13	14	15
0	0	0	0	1	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0
30	31					
0	1					13

September-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	0	1	1	1	1	0
13	14	15	16	17	18	19
0	0	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30			
0	1	1	1			
						20

October-15						
S	M	T	W	T	F	S
				1	2	3
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0
						22

November-15						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	1	1	0
29	30					
0	1					
						18

December-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	1
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	0	0	0
27	28	29	30	31		
0	0	0	1	0		
						15

January-16						
S	M	T	W	T	F	S
					1	2
					0	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	0	0	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
31						
0						18

February-16						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	1	1	1	1	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1	1	1	1	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29					
0	1					
						21

March-16						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	1	1	0
27	28	29	30	31		
0	1	1	1	1		
						20

April-16						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
						21

May-16						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30	31				
0	1	1				
31						
0						22

June-16						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	1	1	0	0	0
12	13	14	15	16	17	18
0	0	0	0	0	0	0
19	20	21	22	23	24	25
0	0	0	0	0	0	0
26	27	28	29	30		
0	0	0	0	0		
						6

Non Work Days
 Paid Holidays
 Working Days
 Paid Days
 Grand Total 196

Paid Holidays

November 26 & 27 Thanksgiving
 February 15 President's Day
 March 24 & 25 Spring Break
 May 30 Memorial Day

Non Workdays

September 7 Labor Day
 September 14 Non-Workday
 November 23-25 Thanksgiving Break
 Dec. 21 - 29 and Dec. 31 - Jan. 1 Winter Break
 January 18 Martin Luther King Jr. Day
 January 19 Teacher Work/In-Service Day
 March 21-23 Spring Break

2015 - 2016 NonInstructional 192 Day Calendar

Pay Type 602 Manager Trainee

August 14 - First Day

June 6 - Last Day

July-15						
S	M	T	W	T	F	S
			1	2	3	4
			0	0	0	0
5	6	7	8	9	10	11
0	0	0	0	0	0	0
12	13	14	15	16	17	18
0	0	0	0	0	0	0
19	20	21	22	23	24	25
0	0	0	0	0	0	0
26	27	28	29	30	31	
0	0	0	0	0	0	
						0

August-15						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	0	0	0	0	0	0
9	10	11	12	13	14	15
0	0	0	0	0	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0
30	31					
0	1					12

September-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	0	1	1	1	1	0
13	14	15	16	17	18	19
0	0	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30			
0	1	1	1			
						20

October-15						
S	M	T	W	T	F	S
				1	2	3
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0
						22

November-15						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	1	1	0
29	30					
0	1					18

December-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	1
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	0	0	0
27	28	29	30	31		
0	0	0	0	0		
						14

January-16						
S	M	T	W	T	F	S
					1	2
					0	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	0	0	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
31						
0						18

February-16						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	1	1	1	1	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1	1	1	1	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29					
0	1					21

March-16						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	1	1	0
27	28	29	30	31		
0	1	1	1	1		
						20

April-16						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
						21

May-16						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30	31				
0	1	1				22
31						
0						

June-16						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	0	0	0	0	0
12	13	14	15	16	17	18
0	0	0	0	0	0	0
19	20	21	22	23	24	25
0	0	0	0	0	0	0
26	27	28	29	30		
0	0	0	0	0		
						4

Non Work Days
 Paid Holidays
 Working Days
 Paid Days
 Grand Total 192

Paid Holidays	
November 26 & 27 Thanksgiving	
February 15 President's Day	
March 24 & 25 Spring Break	
May 30 Memorial Day	

Non Workdays	
July 3 (Independence Day Observed)	
September 7 Labor Day	
September 14 Non-Workday	
November 23-25 Thanksgiving Break	
December 21 thru January 1 Winter Break	
January 18 Martin Luther King Jr. Day	
January 19 Teacher Work/In-Service Day	

2015 - 2016 NonInstructional 186 Day Calendar

Pay Type 601, 611, 612, 613, 614, 616, 710, 720 - Teachers Assistants, Cafeteria Workers, Bus Drivers, Bus Assistants, Computer Lab Assistants

August 24 - First Day

June 6 - Last Day

July-15						
S	M	T	W	T	F	S
			1	2	3	4
			0	0	0	0
5	6	7	8	9	10	11
0	0	0	0	0	0	0
12	13	14	15	16	17	18
0	0	0	0	0	0	0
19	20	21	22	23	24	25
0	0	0	0	0	0	0
26	27	28	29	30	31	
0	0	0	0	0	0	
						0

August-15						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	0	0	0	0	0	0
9	10	11	12	13	14	15
0	0	0	0	0	0	0
16	17	18	19	20	21	22
0	0	0	0	0	0	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0
30	31					
0	1					6

September-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	0	1	1	1	1	0
13	14	15	16	17	18	19
0	0	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30			
0	1	1	1			
						20

October-15						
S	M	T	W	T	F	S
				1	2	3
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0
						22

November-15						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	1	1	0
29	30					
0	1					
						18

December-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	1
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	0	0	0
27	28	29	30	31		
0	0	0	0	0		
						14

January-16						
S	M	T	W	T	F	S
					1	2
					0	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	0	0	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
31						
0						18

February-16						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	1	1	1	1	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1	1	1	1	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29					
0	1					
						21

March-16						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	1	1	0
27	28	29	30	31		
0	1	1	1	1		
						20

April-16						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
						21

May-16						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30	31				
0	1	1				
31						
0						22

June-16						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	0	0	0	0	0
12	13	14	15	16	17	18
0	0	0	0	0	0	0
19	20	21	22	23	24	25
0	0	0	0	0	0	0
26	27	28	29	30		
0	0	0	0	0		
						4

Non Work Days
 Paid Holidays
 Working Days
 Paid Days
 Grand Total 186

Paid Holidays
November 26 & 27 Thanksgiving
February 15 President's Day
March 24 & 25 Spring Break
May 30 Memorial Day

Non Workdays
July 3 (Independence Day Observed)
September 7 Labor Day
September 14 Non-Workday
November 23-25 Thanksgiving Break
December 21 thru January 1 Winter Break
January 18 Martin Luther King Jr. Day
January 19 Teacher Work/In-Service Day

2015 - 2016 NonInstructional 180 Day Calendar

Pay Type 660 Student Monitors

August 24 - First Day

June 6 - Last Day

July-15						
S	M	T	W	T	F	S
			1	2	3	4
			0	0	0	0
5	6	7	8	9	10	11
0	0	0	0	0	0	0
12	13	14	15	16	17	18
0	0	0	0	0	0	0
19	20	21	22	23	24	25
0	0	0	0	0	0	0
26	27	28	29	30	31	
0	0	0	0	0	0	
						0

August-15						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	0	0	0	0	0	0
9	10	11	12	13	14	15
0	0	0	0	0	0	0
16	17	18	19	20	21	22
0	0	0	0	0	0	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0
30	31					
0	1					6

September-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	0	1	1	1	1	0
13	14	15	16	17	18	19
0	0	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30			
0	1	1	1			
						20

October-15						
S	M	T	W	T	F	S
				1	2	3
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0
						22

November-15						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	0	0	0
29	30					
0	1					
						16

December-15						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	1
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	0	0	0
27	28	29	30	31		
0	0	0	0	0		
						14

January-16						
S	M	T	W	T	F	S
					1	2
					0	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	0	0	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
31						
0						18

February-16						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	1	1	1	1	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	0	1	1	1	1	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29					
0	1					
						20

March-16						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	0	0	0	0	0	0
27	28	29	30	31		
0	1	1	1	1		
						18

April-16						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0
						21

May-16						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30	31				
0	0	1				
31						
0						21

June-16						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	0	0	0	0	0
12	13	14	15	16	17	18
0	0	0	0	0	0	0
19	20	21	22	23	24	25
0	0	0	0	0	0	0
26	27	28	29	30		
0	0	0	0	0		
						4

Non Work Days
 Paid Holidays
 Working Days
 Paid Days
 Grand Total 180

Non Workdays	
July 3 (Independence Day Observed)	
September 7 Labor Day	
September 14 Non-Workday	
November 23-27 Thanksgiving Break	
December 21 thru January 1 Winter Break	
January 18 Martin Luther King Jr. Day	
January 19 Teacher Work/In-Service Day	
February 15 President's Day	
March 24 & 25 Spring Break	
May 30 Memorial Day	

**6/23/2015 Board Workshop
Summary Points for Recommended Board Policy Changes**

Policy #	Policy Title	Summary Points
0167.1	Use of Electronic Mail and Other Social Media	Revised to clarify that Board member emails and communication through social media regarding official Board business are subject to Florida's public records laws regardless of whether the emails and communication originate from an official District email or social media account. The Bylaw also contains a statement that Board members have no expectation of privacy when using district electronic resources.
1122	Nondiscrimination and Equal Employment Opportunity	Revised to expand the definition of "Protected Class" to be consistent with recent rulings by courts, the Office for Civil Rights (OCR), and the Equal Employment Opportunity Commission (EEOC). These revisions reflect specific provisions that OCR will expect to find in District policies during an investigation of a complaint or at the time of an audit.
1122.01	Prohibition Against Disability Discrimination in Employment	Revised to expand the definition of "Protected Class" to be consistent with recent rulings by courts, the Office for Civil Rights (OCR), and the Equal Employment Opportunity Commission (EEOC). These revisions reflect specific provisions that OCR will expect to find in District policies during an investigation of a complaint or at the time of an audit.
1122.04	Complaint Procedures Related to Alleged Discrimination in Employment	Repeal. The complaint procedure set forth in this policy has been incorporated into Policy 1122.
1242	Professional Development	Revised to reflect the requirements set forth in current State law concerning the participation of administrators from nonpublic schools in the District in in-service activities for District administrators.
1362	Anti-Harassment	Revised in response to reviews by OCR. OCR has required that District Compliance Officers be identified in policy along with their contact information.

6/23/2015 Board Workshop
Summary Points for Recommended Board Policy Changes

Policy #	Policy Title	Summary Points
1430.01	FMLA Leave	Revised to amend the regulatory definition of spouse under the FMLA so that eligible employees in legal same-sex marriages will be able to take FMLA leave to care for their spouse or family member regardless of where they live. Also clarifies that expectant mothers are entitled to FMLA leave when incapacitated due to pregnancy even if they are not under the care of a health care provider.
2260	Nondiscrimination and Access to Equal Educational Opportunity	Revised to expand the definition of "Protected Class" to be consistent with recent rulings by courts, the Office for Civil Rights (OCR), and the Equal Employment Opportunity Commission (EEOC). These revisions reflect specific provisions that OCR will expect to find in District policies during an investigation of a complaint or at the time of an audit.
2260.01	Section 504/ADA Prohibition Against Discrimination Based on Disability	Revised to expand the definition of "Protected Class" to be consistent with recent rulings by courts, the Office for Civil Rights (OCR), and the Equal Employment Opportunity Commission (EEOC). These revisions reflect specific provisions that OCR will expect to find in District policies during an investigation of a complaint or at the time of an audit.
2260.02	Nondiscrimination Grievance Procedure	Repeal. The complaint procedure set forth in this policy has been incorporated into Policy 2260.
2461	Recording of IEP Meetings	NEW. To provide staff with direction on whether IEP meetings can be recorded by parents of students with disabilities.

6/23/2015 Board Workshop
Summary Points for Recommended Board Policy Changes

Policy #	Policy Title	Summary Points
3122	Nondiscrimination and Equal Employment Opportunity	Revised to expand the definition of "Protected Class" to be consistent with recent rulings by courts, the Office for Civil Rights (OCR), and the Equal Employment Opportunity Commission (EEOC). These revisions reflect specific provisions that OCR will expect to find in District policies during an investigation of a complaint or at the time of an audit.
3122.01	Prohibition Against Disability Discrimination in Employment	Revised to expand the definition of "Protected Class" to be consistent with recent rulings by courts, the Office for Civil Rights (OCR), and the Equal Employment Opportunity Commission (EEOC). These revisions reflect specific provisions that OCR will expect to find in District policies during an investigation of a complaint or at the time of an audit.
3122.04	Complaint Procedures Related to Alleged Discrimination in Employment	Repeal. The complaint procedure set forth in this policy has been incorporated into Policy 3122.
3362	Anti-Harassment	Revised in response to reviews by OCR. OCR has required that District Compliance Officers be identified in policy along with their contact information.
3410	Compensation	Revised to provide that new hires may be awarded credit for prior experience earned in positions with similar responsibilities in other school districts when establishing the new hire's base salary.
3430.01	FMLA Leave	Revised to amend the regulatory definition of spouse under the FMLA so that eligible employees in legal same-sex marriages will be able to take FMLA leave to care for their spouse or family member regardless of where they live. Also clarifies that expectant mothers are entitled to FMLA leave when incapacitated due to pregnancy even if they are not under the care of a health care provider.

**6/23/2015 Board Workshop
Summary Points for Recommended Board Policy Changes**

Policy #	Policy Title	Summary Points
4122	Nondiscrimination and Equal Employment Opportunity	Revised to expand the definition of "Protected Class" to be consistent with recent rulings by courts, the Office for Civil Rights (OCR), and the Equal Employment Opportunity Commission (EEOC). These revisions reflect specific provisions that OCR will expect to find in District policies during an investigation of a complaint or at the time of an audit.
4122.01	Prohibition Against Disability Discrimination in Employment	Revised to expand the definition of "Protected Class" to be consistent with recent rulings by courts, the Office for Civil Rights (OCR), and the Equal Employment Opportunity Commission (EEOC). These revisions reflect specific provisions that OCR will expect to find in District policies during an investigation of a complaint or at the time of an audit.
4122.04	Complaint Procedures Related to Alleged Discrimination in Employment	Repeal. The complaint procedure set forth in this policy has been incorporated into Policy 4122.
4362	Anti-Harassment	Revised in response to reviews by OCR. OCR has required that District Compliance Officers be identified in policy along with their contact information.
4410	Compensation	Revised to provide that new hires may be awarded credit for prior experience earned in positions with similar responsibilities in other school districts when establishing the new hire's base salary.
4430.01	FMLA Leave	Revised to amend the regulatory definition of spouse under the FMLA so that eligible employees in legal same-sex marriages will be able to take FMLA leave to care for their spouse or family member regardless of where they live. Also clarifies that expectant mothers are entitled to FMLA leave when incapacitated due to pregnancy even if they are not under the care of a health care provider.
5112	Entrance Requirements	Revised to reflect parent rights defined in statute.

6/23/2015 Board Workshop
Summary Points for Recommended Board Policy Changes

Policy #	Policy Title	Summary Points
5200	Attendance	Revisions reflect the requirements set forth in, as well as the authorities granted by, current State law.
5350	Student Suicide Prevention	Revisions include expectations of staff, the availability of suicide educational resources, and training.
5517	Anti-Harassment	Revised in response to reviews by OCR. OCR has required that District Compliance Officers be identified in policy along with their contact information.
5780	Student / Parent Rights	Revised to reflect the requirements set forth in current State law. Identifies numerous legal rights of students and parents.
5830	Student Fund-Raising	NEW. To reflect the requirements set forth in Chapter 8 of the "Red Book" pertaining to student fundraising and other fundraising activities.
8390	Animals on District Property	NEW. To address licensing and vaccination requirements, control of service animals, transportation of service animals, and the rights of handlers and individuals who are training service animals to access school property and facilities. Includes specific references to the Board's adopted complaint procedures and the ADA's interactive process.
8400	Environmental Health and Safety Issues	Revised to remove all service and non-service animals on District property language. This language was merged with and relocated to the New policy #8390 that deals specifically with Animals on District Property
9211	Parent Organizations, Booster Clubs, and Other Fund-Raising Activities	To reflect the requirements set forth in Chapter 8 of the "Red Book" pertaining to student fundraising and other fundraising activities.

1

MEETINGS

2 0161

Parliamentary Authority

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The parliamentary authority governing the School Board shall be the most recent edition of Robert's Rules of Order, Newly Revised, except as otherwise provided by special Board rules and regulations and/or statutes.

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The Board attorney shall serve as parliamentarian at all Board meetings.

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9 0162

Quorum

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Three (3) members (for five (5) member boards) present at a meeting shall constitute a quorum, and no business shall be conducted in the absence of a quorum.

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F.S. 1001.37(4)

14 0162.1

Remote Attendance at Board Meetings

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Members may attend, participate and vote at School Board meetings, hearings and work sessions through the use of interactive video, internet connection and/or telephone systems, to allow physically absent members to attend such meetings, as long as a quorum of members are otherwise physically present at the Board meeting, hearing or work session.

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Adopted 3/4/14

22 0163

Presiding Officer

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The Chairman shall preside at all meetings of the School Board. In the absence, disability, or disqualification of the Chairman, the Vice-Chairman shall act instead; if neither person is available, any member shall be designated by a plurality of those present to preside. The act of any person so designated shall be legal and binding.

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1 0164 **Notice of Meetings**

2 Pursuant to State law, the School Board shall give notice of regular
3 public meetings, hearings, and workshops in the following ways:

4 A. by publication in a newspaper of general circulation;

5 B. by posting on the District's website not less than seven (7)
6 days before the public meeting, hearing, or workshop;

7 C. by mail to all persons who have made requests for advance
8 notice of the Board's proceedings, and to organizations
9 representing persons affected by any proposed policy; and

10 D. by posting in appropriate places so that particular classes of
11 persons to whom an intended action is directed may be
12 notified.

13 The notice posted shall include a general statement of the general
14 subject matter to be considered.

15 Notice of special meetings shall be sufficiently in advance of the
16 meeting to allow the public to attend. Such notice shall contain the
17 date, time, place, and purpose of the meeting.

18 F.S. 120.525, 120.81, 1001.372

19 0165 **Meetings**

20 The School Board shall hold at least one (1) regular meeting each
21 month and may call special meetings as needed. The sessions will
22 be held in any appropriate public place in the county, provided due
23 public notice is given.

1 In accordance with law, regular meetings shall be held at the time
2 fixed at the annual organizational meeting. Such notification shall
3 be made immediately after the annual organization meeting at which
4 the Board fixes regular meeting dates and times. Should the date of
5 a regular meeting fall on a holiday, the Board may change the
6 meeting date at any prior meeting. Every Board member shall be
7 notified of the change by letter or by distribution of the Board
8 minutes which carry a record of the change. The Superintendent
9 shall be responsible for public notice of changed meetings.

10 F.S. 1001.372

11 In accordance with law, all meetings at which official acts are to be
12 taken are declared to be open public meetings, and no resolution,
13 rule, policy, regulation, or formal action shall be considered binding
14 except as taken or made at such a meeting. All meetings of the
15 Board shall be open to the public, except as provided by Florida
16 statute, and the order of business of any regular meetings shall
17 include an opportunity for the public to address the Board as
18 provided in Bylaw 0169.1 below.

19 F.S. 447

20 Revised 3/4/14

21 0165.1 **Agendas**

22 The Superintendent shall establish the agenda for School Board
23 meetings in consultation with the Board Chairman. Individual
24 members of the Board may place items for discussion on an agenda
25 by advising the Superintendent of their desire to do so. A motion to
26 rescind or to amend action previously taken shall be timely placed
27 on the agenda since either motion may be considered a
28 "proposition". The Superintendent shall establish reasonable
29 procedures and deadlines for the receipt of requests to place items of
30 business on the agenda and requests to make a presentation in the
31 public discussion period. The agenda for regular Board business
32 meetings, hearings, and workshops shall be prepared in time to
33 ensure that a copy of the agenda may be received at least seven (7)
34 days before the event by any reasonable cost of the copy. After the
35 agenda has been made available, change shall be only for good
36 cause, as determined by the person designated to preside, and
37 stated in the record.

- 1 A. The agenda of the regular business meeting or special
2 meetings shall be accompanied by descriptive materials from
3 the Superintendent of information relating to the District with
4 such recommendations as s/he shall make.
- 5 B. The agenda for each regular business meeting shall be
6 distributed to each Board member so as to provide proper
7 time for the member to study the agenda. Generally, the
8 agenda should be distributed no later than seven (7) days
9 prior to the meeting, or delivered so as to provide time for the
10 study of the agenda by the member. The agenda for a special
11 meeting shall be delivered at least twenty-four (24) hours
12 before the meeting, consistent with provisions calling for
13 special meetings.
- 14 C. The Board shall transact business according to the agenda
15 prepared by the Superintendent and submitted to all Board
16 members in advance of the meeting. The order of business
17 may be altered and items added at any meeting by a majority
18 vote of the members present.
- 19 D. Consent Agenda
- 20 The Board shall use a consent agenda to keep routine
21 matters within a reasonable time frame.
- 22 A member of the Board may request any item be removed
23 from the consent agenda and defer it for individual
24 discussion, public comment (if otherwise permitted), and
25 action. No vote of the Board will be required to remove an
26 item from the consent agenda. A single member's request
27 shall cause it to be relocated as an action item eligible for
28 discussion, public comment (if otherwise permitted), and
29 action. Any item on the consent agenda may be removed and
30 discussed as a nonaction item or be deferred for further study
31 and discussion at a subsequent Board meeting if the
32 Superintendent or any Board member thinks the item
33 requires further discussion.

1 E. The agenda for special meetings called by the Superintendent,
2 or by the Superintendent on request of the Board Chairman,
3 or on the request of a majority of the Board members, shall
4 be prepared upon the calling of the meeting but not less than
5 forty-eight (48) hours prior to such a meeting. The order of
6 business at special meetings of the Board shall be established
7 by the Board.

8 Revised 3/4/14

9 0165.4 **Recess**

10 The School Board may at any time move for a recess or intermission
11 in the day's proceedings. If a recess is provided for in the agenda,
12 the Chair, when the time arrives, announces the fact and says the
13 assembly stands in recess, to the specified hour. When the Board
14 meets at the time that the recess is to conclude, the Chair calls the
15 assembly to order and the business proceeds as a continuation of
16 the previous session. (Reference: Robert's Rules of Order, Newly
17 Revised)

18 0165.5 **Adjourn**

19 The School Board may, at any time during a meeting, adjourn the
20 meeting to a specified date and time. Before accepting a motion to
21 adjourn, the Chair should be sure that no important matters have
22 been overlooked. If there are announcements to be made they
23 should be attended to before adjournment.

24 0166 **Executive Session**

25 The School Board reserves the right to meet privately in executive
26 session to discuss collective bargaining issues, pending litigation,
27 and such other issues authorized by law.

1 0166.1 **Work Sessions**

2 Work sessions may be called by the Chairman of the School Board,
3 the Superintendent, or a majority of Board members solely for the
4 purpose of exploring matters which constitute the business of the
5 school system. Each Board member shall be formally notified of
6 such work session through the office of the Superintendent
7 sufficiently in advance of the session to enable all members to
8 attend. Notification shall include the general subject areas for
9 discussion. Work sessions include workshops, discussion sessions,
10 round table sessions, information sessions, town hall meetings,
11 intergovernmental meetings with other governmental officers, and
12 any other meeting held by the Board at which no official action of
13 the Board is taken. The Board, by resolution, shall establish how
14 each type of workshop is recorded and the seating configuration.

15 A. The Superintendent, acting as secretary, shall take minutes
16 of all matters discussed during work sessions to be read and
17 approved at the next regular or special meeting.

18 B. Work sessions are solely for the purpose of communicating
19 information and general discussion. The Board shall take no
20 formal action in a work sessions nor shall they agree to any
21 decisions with respect to issues which may be brought
22 forward at a regular or special Board meeting.

23 F.S. 1001.41

24 0167 **Voting**

25 All motions shall require for adoption a majority vote of those
26 present and voting, except as provided by statute, these bylaws, or
27 parliamentary authority. Upon the demand of any member of the
28 School Board, the vote shall be recorded by roll call.

29 All actions requiring a vote can be conducted by voice vote or show
30 of hands, unless a roll-call vote is requested or required. Each vote
31 and abstention shall be recorded. Proxy voting is prohibited.

32 Abstentions shall only be permitted as authorized by law.

1 **Conflict of Interest**

2 Pursuant to State law, no Board member shall vote in an official
3 capacity upon any measure which would inure to his/her special
4 private gain or loss; which s/he knows would inure to the special
5 private gain or loss of any principal by whom s/he is retained or to
6 the parent organization or subsidiary of a corporate principal by
7 which s/he is retained, other than an agency as defined in
8 F.S. 112.312(2); or which s/he knows would inure to the special
9 private gain or loss of a relative or business associate of the Board
10 member. Such Board member shall, prior to the vote being taken,
11 publicly state to the assembly the nature of the Board member's
12 interest in the matter from which s/he is abstaining from voting.
13 Such Board member shall make every reasonable effort to disclose
14 the nature of his/her interest as a public record in a memorandum
15 filed with the person responsible for recording the minutes of the
16 meeting, who shall incorporate the memorandum in the minutes. If
17 it is not possible for the Board member to file a memorandum before
18 the vote, the memorandum must be filed with the person
19 responsible for recording the minutes of the meeting no later than
20 fifteen (15) days after the vote.

21 **Quasi-Judicial Proceedings**

22 If the official decision, ruling, or act occurs in the context of a quasi-
23 judicial proceeding, a Board member may abstain from voting on
24 such matter if the abstention is to assure a fair proceeding free from
25 potential bias or prejudice.

26 F.S. 112.3143, 286.012

27 Revised 3/24/15

28 0167.1 **Use of Electronic Communications**

~~0167.1 **Use of District-Issued Electronic Mail and Other Social Media**~~

All communication sent or received using a School Board member's District-issued E-mail account or any other social media is considered the same as written communication and may be subject to Florida's Public Records Act as set forth in F.S. Chapter 119. For purposes of this bylaw, social media includes but is not limited to webmail, text messages, instant messages, websites, software, and internet-based applications that facilitates communication and networking between individuals or groups.

Board members have no expectation of privacy when using District-issued E-mail or other social media. Unless an exemption would apply, communications sent or received about Board business, whether using a Board member's District-issued E-mail account or any other social media are subject to retrieval and disclosure as a public record.

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- 1 Under no circumstances shall Board members use electronic
- 2 communications to discuss among themselves Board business that
- 3 is only to be discussed in an open meeting of the Board, is part of an
- 4 executive session, or could be considered an invasion of privacy if
- 5 the message were to be monitored by another party.

1 There should be no expectation of privacy for any electronic
2 communications. Electronic communications that have been
3 deleted may still be accessible on the hard drive, if the space has not
4 been occupied by other messages. Electronic communications,
5 deleted or otherwise, may be subject to disclosure under the Public
6 Records Act, unless an exemption would apply.

7 Further, the Board prohibits adults from knowingly distributing to
8 minors any material that is obscene and harmful to minors, as
9 defined in F.S. 847.012, in any format through e-mail sent, or
10 caused to be sent, to or through the District's network. An adult
11 who knowingly distributes any such material to a minor through e-
12 mail sent, or caused to be sent, to or through the District's network
13 also commits a felony under State law.

14 F.S. 847.012

15 Revised 3/4/14

16 0168 **Minutes**

17 The Superintendent shall act as secretary and shall cause to be kept
18 official minutes of all its meetings showing the time and place, the
19 members present, the subjects considered, a summary of the
20 deliberations sufficient enough for the public to understand the
21 basis for the School Board's actions, the actions taken, the vote of
22 each member on roll-call votes, and any other information required
23 to be shown in the minutes by law, which shall be available to the
24 public.

25 The minutes of Board meetings shall be considered at the next
26 regular meeting, corrected, and approved. The approved minutes
27 shall be signed by the Superintendent and the Chairman.

28 Recordings shall be made of each meeting of the Board as an
29 administrative aid and shall be preserved as public documents of
30 the Board as required by State statute. The recordings shall also be
31 referred to in the written minutes.

1 The approved minutes shall be filed in the Board office in a
2 prescribed minutes book as a permanent record of official Board
3 proceedings.

4 F.S. 1001.42

5 0169.1 **Public Participation at Board Meetings**

6 The School Board recognizes the value to school governance of
7 public comment on educational issues and the importance of
8 allowing members of the public to express themselves on school
9 matters of community interest.

10 Members of the public shall be given a reasonable opportunity to be
11 heard on a proposition before the Board.

12 For purposes of the policy, a proposition is an item before the Board
13 for a vote, and includes, but is not necessarily limited to, all items
14 on the agenda noted as unfinished business, consent, and
15 nonconsent. A proposition may also include a vote on a motion to
16 rescind or to amend action previously taken, but does not generally
17 include items on the special order agenda. A proposition does not
18 include items wherever found on the agenda upon which the Board
19 votes in its quasi-judicial capacity.

20 The opportunity to be heard need not occur at the same meeting at
21 which the Board takes official action on the proposition if the
22 opportunity occurs at a meeting that is during the decision-making
23 process and is within reasonable proximity in time before the
24 meeting at which the Board takes the official action. This policy does
25 not prohibit the Board from maintaining orderly conduct or proper
26 decorum in a public meeting.

1 The opportunity to be heard is subject to policies adopted by the
2 Board as follows:

3 A. Guidelines regarding the amount of time an individual has to
4 address the Board:

5 1. Each statement made by a member of the public shall
6 be limited to three (3) minutes duration. Persons will
7 be recognized in the order in which the requests were
8 received.

9 2. The time period may be extended by the presiding
10 officer.

11 3. Only the individual submitting a speaker's form is
12 allowed to address the Board. Time may not be
13 "yielded" to other speakers.

14 B. Procedures for allowing representatives of groups or factions
15 on a proposition to address the Board:

16 Rather than all members of groups or factions for or against a
17 proposition addressing the Board at meetings in which a large
18 number of individuals wish to be heard, the Board
19 encourages representatives of such groups or factions to
20 address the proposition in their representative capacity.

21 C. Procedures or forms for an individual to use in order to
22 inform the Board of a desire to be heard:

23 Attendees must register their intention to participate in the
24 public portion of the meeting upon their arrival at the meeting
25 by completing a speaker's form at the entry of the meeting
26 hall indicating his/her support, opposition, or neutrality on a
27 proposition; and indicating his/her designation of a
28 representative to speak for him/her or his/her group on a
29 proposition if s/he so chooses.

30 The presiding officer of each Board meeting at which public
31 participation is permitted shall administer the rules of the Board for
32 its conduct.

- 1 The presiding officer shall be guided by the following rules:
- 2 A. Public participation shall be permitted as indicated on the
3 order of business and before the Board takes official position
4 on any action item under consideration.
- 5 B. Participants must be recognized by the presiding officer and
6 will be requested to preface their comments by an
7 announcement of their name and group affiliation, if and
8 when appropriate.
- 9 C. All statements shall be directed to the presiding officer; no
10 person may address or question Board members individually.
11 Staff members shall not be expected to answer questions from
12 the audience unless called upon by the Board Chairman or
13 the Superintendent.
- 14 D. Recordings are permitted under the following conditions:
- 15 1. No obstructions are created between the Board and the
16 audience.
- 17 2. No interviews are conducted in the meeting room while
18 the Board is in session.
- 19 3. No commentary, adjustment of equipment, or
20 positioning of operators is made that would distract
21 either the Board or members of the audience while the
22 Board is in session.
- 23 E. The presiding officer may:
- 24 1. interrupt, warn, or terminate a participant's statement
25 when the statement is too lengthy, abusive, or obscene;
- 26 2. request any individual to leave the meeting when the
27 conduct of that person disrupts the meeting;
- 28 3. request the assistance of law enforcement officers in
29 the removal of a disorderly person when that person's
30 conduct interferes with the orderly progress of the
31 meeting;

1 4. call for a recess or an adjournment to another time
2 when the lack of public decorum so interferes with the
3 orderly conduct of the meeting as to warrant such
4 action.

5 No Board action shall be taken on requests made during public
6 discussion unless the Board declares the matter to be an emergency
7 in accordance with current law. Any other requests that the Board
8 chooses to take action on shall be placed on an agenda for a
9 subsequent meeting.

10 The requirement for public comment on action items does not apply
11 to:

12 A. an official act that must be taken to deal with an emergency
13 situation affecting the public health, welfare, or safety, if
14 compliance with the requirements would cause an
15 unreasonable delay in the ability of the Board to act;

16 B. an official act involving no more than a ministerial act,
17 including, but not limited to, approval of minutes and
18 ceremonial proclamations;

19 C. a meeting that is exempt from F.S 286.011 (the Public
20 Meetings Law); or

21 D. a meeting at which the Board is sitting in its quasi-judicial
22 capacity.

23 These exemptions do not affect the right of a person to be heard as
24 otherwise required by law or Board policy.

25 F.S. 286.011, 286.0114

26 Revised 3/4/14

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NONDISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY

3 ~~The School Board shall comply with all Federal laws and regulations prohibiting~~
4 ~~discrimination and with all requirements and regulations of the U.S. Department of~~
5 ~~Education. It is the policy of the Board that no administrative staff member or~~
6 ~~candidate for such a position in this District shall, on the basis of race, color,~~
7 ~~ethnicity, religion, national origin, age, gender (including sexual orientation and~~
8 ~~transgender identity), marital status, disability, genetic information, (hereinafter~~
9 ~~referred to collectively as "protected classes"), or any other legally protected category,~~
10 ~~be discriminated against, excluded from participation in, denied the benefits of, or~~
11 ~~otherwise be subjected to, discrimination in any program or activity for which the~~
12 ~~Board is responsible or for which it receives financial assistance from the U.S.~~
13 ~~Department of Education.~~The School Board does not discriminate on the basis of
14 race, color, national origin, sex (including sexual orientation or transgender
15 identity), disability 9including HIV, AIDS, or sickle cell trait), marital status, age
16 (except as authorized by law), religion, military status, ancestry, or genetic
17 information which are classes protected by State and/or Federal law (collectively,
18 "protected classes") in its programs and activities, including employment
19 opportunities.

20 It is the legal obligation and the policy of the Board to employ only those persons
21 who are best qualified, with or without reasonable accommodations.

1 The Superintendent shall appoint and publicize the name of the compliance officer(s)
2 who is/are responsible for coordinating the District's efforts to comply with
3 applicable Federal and State laws and regulations, including the District's duty to
4 address in a prompt and equitable manner any inquiries or complaints regarding
5 discrimination or denial of equal access. The ~~Compliance Officer(s)~~Superintendent
6 shall also verify that proper notice of nondiscrimination for Title II of the Americans
7 with Disabilities Act (as amended), Title VI, and Title VII of the Civil Rights Act of
8 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the
9 Rehabilitation Act of 1973 (as amended), Americans with Disabilities Act of 1990,
10 and the Age Discrimination in Employment Act will be provided to staff members
11 and the general public. Any sections of the District's collectively-bargained,
12 negotiated agreements dealing with hiring, promotion, and tenure will contain a
13 statement of nondiscrimination similar to that in the Board's statement above.
14

15 **Compliance Officer(s)**

16
17 The following persons are designated as the Compliance Officers (COs):

18
19 Executive Director for Human Resources
20 Executive Director for Exceptional Education and Student Services
21 1990 25th Street, Vero Beach, FL 32960
22 (772)564-3000
23

24 The names, titles and contact information of these individuals will be published
25 annually on the School District's website
26

27 **Complaint Procedures**

28
29 If a person believes that s/he has been subjected to unlawful discrimination, the
30 person may utilize the following complaint procedures as a means of reaching, at the
31 lowest possible administrative level, a prompt and equitable resolution of the matter.
32

33 In accordance with Federal and State law, employees will be notified of their right to
34 file an internal complaint regarding an alleged violation, misinterpretation or
35 misapplication of Federal and/or State law. In addition, employees will be notified of
36 their right to file a complaint with the U.S. Department of Education's Office for Civil
37 Rights, the Florida Commission on Human Relations, or the Equal Employment
38 Opportunity Commission.
39

40 Internal complaints must be put in writing and must identify the specific
41 circumstances or areas of dispute that have given rise to the complaint, and offer
42 possible solutions to the dispute. The complaint must be filed with a compliance
43 officer within the time limits specified below. The compliance officer is available to
44 assist individuals in filing a complaint.
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4 **Internal Complaint Procedure**
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6 The following internal complaint procedure is available to employees for the prompt
7 and equitable resolution of complaints alleging discrimination based upon disability.
8 This complaint procedure is not available to unsuccessful applicants. Use of the
9 internal complaint procedure is not a prerequisite to the pursuit of other remedies,
10 including the filing of a complaint with the U.S. Department of Education's Office for
11 Civil Rights, the Florida Commission on Human Relations, or the Equal Employment
12 Opportunity Commission.
13

- A. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the compliance officer.
- B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the compliance officer for good cause.
- C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written disposition of the complaint within ten (10) work days. If no decision is rendered within ten (10) work days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent. The compliance officer shall maintain the District's files and records relating to the complaint.

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D. The Superintendent will, within ten (10) work days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

The Superintendent will render his/her decision within ten (10) work days of the hearing.

E. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

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If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC

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At any time, if an employee believes that s/he has been subjected to unlawful discrimination, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations (FCHR), or the Equal Employment Opportunity Commission ("EEOC").

1
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3
4 **Appealing to OCR/Florida Commission on Human Relations/EEOC**

5
6 If the complainant is not satisfied with the Superintendent's decision, the
7 complainant will have an additional sixty (60) days to appeal the decision to the
8 United States Department of Education Office of Civil Rights, Florida Commission on
9 Human Relations, or the Equal Employment Opportunity Commission.

10
11 **Retaliation**

12
13 Retaliation against a person who makes a report or files a complaint alleging
14 unlawful discrimination, or participates as a witness in an investigation, is
15 prohibited. Specifically, the Board will not discriminate/retaliate against, coerce,
16 intimidate, threaten or interfere with any individual because the person opposed any
17 act or practice made unlawful by Section 504 or the ADA, or because that individual
18 made a charge, testified, assisted or participated in any manner in an investigation,
19 proceeding, or hearing under those laws, or because that individual exercised,
20 enjoyed, aided or encouraged any other person in the exercise or enjoyment of any
21 right granted or protected by those laws.

22
23 **Training**

24
25 The compliance officers will also oversee the training of employees in the District so
26 that all employees understand their rights and responsibilities under Federal and
27 State law, and are informed of the Board's policies and practices with respect to fully
28 implementing and complying with the requirements of Federal and State law.

29
30 F.S. 1000.05
31 20 U.S.C. 1681 et seq., Title IX
32 29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
33 29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended
34 42 U.S.C. 2000e, et seq., Civil Rights Act of 1964
35 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
36 42 U.S.C. 12112, Americans with Disabilities Act of 1990, as amended
37 29 C.F.R. Part 1635

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1 PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT

2 The School Board prohibits discrimination against any employee or applicant based
3 upon his/her disability. As such, the Board will not engage in employment practices
4 or adopt policies that discriminate on the basis of disability, or otherwise
5 discriminate against qualified individuals with disabilities in regard to job
6 application procedures, the hiring, advancement or discharge of employees,
7 employee compensation, job training, or other terms, conditions and privileges of
8 employment. The Board further will not limit, segregate or classify applicants or
9 employees in any way that adversely affects their opportunities or status because of
10 disability. Additionally, the Board will not participate in any contractual or other
11 relationships that have the effect of subjecting qualified individuals with disabilities
12 who are applicants or employees to discrimination on the basis of disability.

13 "An individual with a disability" means a person who has, had a record of, or is
14 regarded as having, a physical or mental impairment that substantially limits one or
15 more major life activities. Major life activities are functions such as caring for one's
16 self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing,
17 lifting, bending, speaking, breathing, learning, reading, concentrating, thinking,
18 communicating, sitting, reaching, interacting with others, and working.

19 Major life activities also include the operation of a major bodily function, including,
20 but not limited to, functions of the immune system, special sense organs and skin,
21 normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain,
22 respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and
23 reproductive functions. The operation of a major bodily function includes the
24 operation of an individual organ within a body system.

25 An impairment that is episodic in nature or in remission is considered a disability if
26 it would substantially limit a major life activity when active.

27 The determination of whether an impairment substantially limits a major life activity
28 must be made without regard to the ameliorative effects of mitigating measures such
29 as medication, medical supplies, equipment or appliances, low-vision devices
30 (defined as devices that magnify, enhance, or otherwise augment a visual image, but
31 not including ordinary eyeglasses or contact lenses), prosthetics (including limbs
32 and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing
33 devices, mobility devices, oxygen therapy equipment or supplies, use of assistive
34 technology, reasonable accommodations or "auxiliary aids or services," learned
35 behavioral or adaptive neurological modifications, psychotherapy, behavioral
36 therapy, or physical therapy.

1 A qualified person with a disability means the individual satisfies the requisite skill,
2 experience, education and other job-related requirements of the employment
3 position such individual holds or desires and, with or without reasonable
4 accommodation, can perform the essential functions of the job in question.

5 The Board will provide a reasonable accommodation to a qualified individual who
6 has an actual disability or who has a record of a disability, unless the
7 accommodation would impose an undue hardship on the operation of the District's
8 program and/or activities. A reasonable accommodation is not necessarily required
9 for an individual who is merely regarded as having a disability.

10 District Compliance Officers

11 The following persons are designated as the District Section 504 Compliance
12 Officers/ADA Coordinators ("District Compliance Officers"):

13 Title: Executive Director of Human Resources
14 Executive Director of Exceptional Student Services

15 Address: 1990 25th Street
16 Vero Beach, Florida 32960

17 Phone: 772-564-3000

18 Fax: 772-569-2360

19

20 The names, titles, and contact information of these individuals will be published
21 annually on the School District's website.

22 The District Compliance Officers are responsible for coordinating the District's
23 efforts to comply with and fulfill its responsibilities under Section 504 and Title II of
24 the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and
25 the ADA, including copies of their implementing regulations, may be obtained from
26 either of the District Compliance Officers.

27 The District Compliance Officers will oversee the investigation of any complaints of
28 discrimination based on disability, which may be filed pursuant to the Board's
29 adopted internal complaint procedure, and will attempt to resolve such complaints.
30 The Board will provide for the prompt and equitable resolution of complaints alleging
31 violations of Section 504/ADA. ~~(See also Policy 1122.04 – Complaint Procedures~~
32 ~~Related to Alleged Discrimination in Employment)~~
33
34
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1
2 **Complaint Procedures**
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4 If a person believes that s/he has been discriminated against on the basis of his/her
5 disability in regard to job application procedures, the hiring, advancement or
6 discharge of employees, employee compensation, job training, or other terms,
7 conditions and privileges of employment, the person may utilize the complaint
8 procedures set forth in Policy 1122 - Nondiscrimination and Equal Employment
9 Opportunity as a means of reaching, at the lowest possible administrative level, a
10 prompt and equitable resolution of the matter.

11
12 **Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC**
13

14 At any time, if an employee believes that s/he has been subjected to discrimination
15 based upon his/her disability in violation of Section 504 or the ADA, the individual
16 may file a complaint with the U.S. Department of Education's Office for Civil Rights
17 ("OCR"), the Florida Commission on Human Relations, or the Equal Employment
18 Opportunity Commission ("EEOC").

19
20 **Appealing to OCR/Florida Commission on Human Relations/EEOC**
21

22 If the complainant is not satisfied with the Superintendent's decision, the
23 complainant will have an additional sixty (60) days to appeal the decision to the
24 United States Department of Education Office of Civil Rights, Florida Commission on
25 Human Relations, or the Equal Employment Opportunity Commission.

26
27 **Retaliation**
28

29 Retaliation against a person who makes a report or files a complaint alleging
30 unlawful discrimination, or participates as a witness in an investigation, is
31 prohibited. Specifically, the Board will not discriminate/retaliate against, coerce,
32 intimidate, threaten or interfere with any individual because the person opposed any
33 act or practice made unlawful by Section 504 or the ADA, or because that individual
34 made a charge, testified, assisted or participated in any manner in an investigation,
35 proceeding, or hearing under those laws, or because that individual exercised,
36 enjoyed, aided or encouraged any other person in the exercise or enjoyment of any
37 right granted or protected by those laws.
38

1 Training

2 The District Compliance Officers will also oversee the training of employees in the
3 District so that all employees understand their rights and responsibilities under
4 Section 504 and the ADA, and are informed of the Board's policies, administrative
5 procedures and practices with respect to fully implementing and complying with the
6 requirements of Section 504/ADA.

7 The Board will provide in-service training and consultation to staff responsible for
8 the education of persons with disabilities, as necessary and appropriate.

9 Facilities

10 No qualified person with a disability will, because the District's facilities are
11 inaccessible to or unusable by persons with disabilities, be denied the benefits of, be
12 excluded from participation in, or otherwise be subjected to discrimination under
13 any program or activity to which Section 504/ADA applies.

14 For facilities constructed or altered after June 3, 1977, the District will comply with
15 applicable accessibility standards. For those existing facilities constructed prior to
16 June 3, 1977, the District is committed to operating its programs and activities so
17 that they are readily accessible to persons with disabilities.

18 Notice

19 Notice of the Board's policy on nondiscrimination in employment practices and the
20 identity of the District's Compliance Officers will be posted throughout the District,
21 and published in the District's recruitment statements or general information
22 publications.

23 29 C.F.R. Part 1630

24 29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended

25 34 C.F.R. Part 104

26 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

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DELETE

COMPLAINT PROCEDURES RELATED TO
ALLEGED DISCRIMINATION IN EMPLOYMENT

~~If a person has a good faith, reasonable belief that s/he has been discriminated against on the basis of his/her race, color, national origin, gender (including sexual orientation and transgender identity), disability (including HIV, Aids, or sickle cell trait), marital status, age, religion, military status, ancestry, or genetic information, which are classes protected by State and/or Federal law (Protected Classes), the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.~~

~~In accordance with Title II of the Americans with Disabilities Act (as amended), Title VI, and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), Americans with Disabilities Act of 1990 (as amended), the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Pregnancy Discrimination Act of 1978, the Family Medical Leave Act of 1993, the Genetic Information Nondiscrimination Act of 2008, and their implementing regulations, the Florida Civil Rights Act of 1992, and/or the Florida Educational Equity Act, employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation or misapplication of the aforementioned Federal and State laws.~~

~~The following persons are designated as the District's Compliance Officers ("DCO"):~~

~~Name/Title: Executive Director of Human Resources
Executive Director of Exceptional Student Services~~

~~Address: 1990 25th Street
Vero Beach, Florida 32960~~

~~Phone: 772 564 3000~~

~~Fax: 772 569 2360~~

1 ~~Internal complaints must be in writing and must identify the specific circumstances~~
2 ~~or areas of dispute that have given rise to the complaint, and offer possible solutions~~
3 ~~to the dispute. Anonymous complaints will not be accepted. The complaint must be~~
4 ~~filed with a DCO, or with the Superintendent if the alleged harasser is one of the~~
5 ~~DCOs, within the time limits specified below. A DCO, or the Superintendent if the~~
6 ~~alleged harasser is one of the DCOs, is available to assist individuals in filing a~~
7 ~~complaint.~~

8 Internal Complaint Procedure

9 ~~The following internal complaint procedure is available to employees for the prompt~~
10 ~~and equitable resolution of complaints alleging discrimination in employment based~~
11 ~~upon protected classes.~~

12 ~~This complaint procedure is not available to unsuccessful applicants. Use of the~~
13 ~~internal complaint procedure is not a prerequisite to the pursuit of other remedies,~~
14 ~~including the filing of a complaint with the U.S. Department of Education's Office for~~
15 ~~Civil Rights, the Florida Commission on Human Relations, and/or any other State or~~
16 ~~Federal agencies responsible for investigating complaints of discrimination. An~~
17 ~~employee who files a complaint must continue to perform his/her duties in a~~
18 ~~competent manner during the time his/her complaint is pending. Employees who~~
19 ~~knowingly submit false complaints may be subject to disciplinary action.~~

20 ~~A. An employee with a complaint based on alleged discrimination in~~
21 ~~employment may first discuss the problem with the DCO or his/her~~
22 ~~designee. If the alleged discrimination was committed by one of the~~
23 ~~DCOs, the employee may first discuss the matter with the~~
24 ~~Superintendent.~~

25 ~~B. If the informal discussion does not resolve the matter, or if the~~
26 ~~employee skips Step A, the individual may file a formal written~~
27 ~~complaint with a DCO, or with the Superintendent if the alleged~~
28 ~~harasser is the DCO. The written complaint must contain the name~~
29 ~~and address of the individual or representative filing the complaint,~~
30 ~~be signed by the complainant, describe the alleged discriminatory~~
31 ~~action in sufficient detail to inform the DCO, or Superintendent if~~
32 ~~the alleged harasser is the DCO, of the nature and date of the~~
33 ~~alleged violation, and propose a resolution. The complaint must be~~
34 ~~filed within thirty (30) calendar days of the circumstances or event~~
35 ~~giving rise to the complaint, unless the time for filing is extended by~~
36 ~~the DCO, or the Superintendent if the alleged harasser is one of the~~
37 ~~DCOs, for good cause.~~

1 C. ~~The DCO or his/her designee, or the Superintendent if the alleged~~
2 ~~harasser is one of the DCOs, will conduct an independent~~
3 ~~investigation of the matter, which may or may not include a hearing.~~
4 ~~This complaint procedure contemplates an informal, thorough~~
5 ~~investigation that affords all interested persons and their~~
6 ~~representatives, if any, an opportunity to present witnesses and~~
7 ~~other evidence relevant to the complaint. The DCO, or~~
8 ~~Superintendent if the alleged harasser is the DCO, will provide the~~
9 ~~complainant with a written disposition of the complaint within~~
10 ~~ten (10) workdays.~~

11
12 ~~If no decision is rendered by the DCO within ten (10) workdays, or~~
13 ~~the decision of the DCO is unsatisfactory in the opinion of the~~
14 ~~complainant, the employee may file, in writing, an appeal with the~~
15 ~~Superintendent. The DCO, or Superintendent if the alleged~~
16 ~~harasser is the DCO, shall maintain the District's files and records~~
17 ~~relating to the complaint.~~

18 D. ~~The Superintendent will, within ten (10) workdays of receiving the~~
19 ~~written appeal, conduct a hearing with all parties involved in an~~
20 ~~attempt to resolve the complaint.~~

21
22 ~~The Superintendent will render his/her decision within ten (10)~~
23 ~~workdays of the hearing.~~

24 E. ~~If the Superintendent is the subject of the complaint, then the~~
25 ~~complaint shall be forwarded to the Board Chairman and the Board~~
26 ~~Attorney, and the Chairman and the Board Attorney shall confer~~
27 ~~regarding the appropriate disposition and procedures for handling~~
28 ~~the complaint. The Chairman, acting with the advice of the Board~~
29 ~~Attorney, shall have the right to require the complainant to provide~~
30 ~~additional information if s/he is unable to understand the nature or~~
31 ~~the sufficiency of the complaint.~~

32 F. ~~The employee may be represented, at his/her own cost, at any of the~~
33 ~~above-described meetings/hearings.~~

34 G. ~~The right of a person to a prompt and equitable resolution of the~~
35 ~~complaint shall not be impaired by the person's pursuit of other~~
36 ~~remedies such as the filing of a complaint with the Office for Civil~~
37 ~~Rights, any other State or Federal agencies responsible for~~
38 ~~investigating complaints of discrimination, or the filing of a case in a~~
39 ~~court of competent jurisdiction. Use of this internal complaint~~
40 ~~procedure is not a prerequisite to the pursuit of other remedies.~~

1 H. ~~In accordance with F.S. Chapter 119, complaints and other records~~
2 ~~created in relation to any internal complaint of discrimination will~~
3 ~~remain confidential until a finding is made relating to probable~~
4 ~~cause, the investigation of the complaint becomes inactive, or the~~
5 ~~complaint or other record is made part of the official record of any~~
6 ~~hearing or court proceeding.~~

7 Federal and/or State Complaint

8 ~~At any time, if an employee believes that s/he has been subjected to discrimination~~
9 ~~with regard to the terms or conditions of his or her employment, the individual may~~
10 ~~file a complaint with the U.S. Department of Education's Office for Civil Rights~~
11 ~~("OCR"), the Florida Commission on Human Relations (FCHR), and/or any other~~
12 ~~State or Federal agencies responsible for investigating complaints of discrimination.~~

13 ~~The OCR can be reached at:~~

14 ~~—— U.S. Department of Education~~
15 ~~Office for Civil Rights~~
16 ~~U.S. Department of Health and Human Services~~
17 ~~Sam Nunn Atlanta Federal Center, Suite 19T70~~
18 ~~61 Forsyth Street S.W.~~
19 ~~Atlanta, Georgia 30303-8909~~
20 ~~FAX: (404) 562-7881~~
21 ~~TDD: (404) 562-7884~~
22 ~~E-mail: OCR@ed.gov~~
23 ~~Web: http://www.ed.gov/ocr~~

24 ~~The FCHR can be reached at:~~

25
26 ~~—— Florida Commission on Human Relations~~
27 ~~2009 Apalachee Parkway, Suite 100~~
28 ~~Tallahassee, FL 32301~~
29 ~~Phone: (850) 488-7082~~
30 ~~Toll Free: (800) 342-8170~~
31 ~~Fax: (850) 488-5291~~
32 ~~The Florida Relay Service Voice (statewide) 711~~
33 ~~TDD ASCII: (800) 955-1339~~
34 ~~TDD Baudot: (800) 955-8771~~
35 ~~E-mail: fchrinfo@fchr.myflorida.com~~
36 ~~Website: http://fchr.state.fl.us~~

1 Prohibition Against Retaliation

2 ~~The School Board will not discriminate against, coerce, intimidate, threaten or~~
3 ~~interfere with any individual because the person opposed any act or practice made~~
4 ~~unlawful by Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Title IX of~~
5 ~~the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of~~
6 ~~1973, Americans with Disabilities Act of 1990, as amended, the Age Discrimination~~
7 ~~in Employment Act of 1967, the Equal Pay Act of 1963, the Pregnancy~~
8 ~~Discrimination Act of 1973, the Family Medical Leave Act of 1993, the Genetic~~
9 ~~Information Nondiscrimination Act of 2008, and their implementing regulations, the~~
10 ~~Florida Civil Rights Act of 1992, and/or the Florida Educational Equity Act, or~~
11 ~~because that individual made a charge, testified, assisted or participated in any~~
12 ~~manner in an investigation, proceeding, or hearing under the aforementioned laws~~
13 ~~or implementing regulations, or because that individual exercised, enjoyed, aided or~~
14 ~~encouraged any other person in the exercise or enjoyment of any right granted or~~
15 ~~protected by the aforementioned laws or their implementing regulations.~~

16 ~~F.S. 760.01 through 760.11 (and 509.092), Florida Civil Rights Act of 1992~~

17 ~~F.S. 448.07~~

18 ~~F.S. 448.075, 760.50~~

19 ~~F.S. 553.501 et seq., Florida Americans With Disabilities Accessibility~~

20 ~~Implementation Act~~

21 ~~F.S. 553.514~~

22 ~~F.S. 1000.05, Florida Educational Equity Act~~

23 ~~F.S. 1001.41, 1001.43~~

24 ~~F.A.C. 6A 19~~

25 ~~29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended~~

26 ~~42 U.S.C. 2000a, Title II of the Civil Rights Act of 1964, as amended~~

27 ~~42 U.S.C. 2000d, Title VI of the Civil Rights Act of 1964, as amended~~

28 ~~42 U.S.C. 2000e, Title VII of the Civil Rights Act of 1964, as amended~~

29 ~~42 U.S.C. 2000ff, the Genetic Information Nondiscrimination Act of 2008~~

30 ~~42 U.S.C. 12101, et seq., the Americans with Disabilities Act of 1990, as amended~~

31 ~~29 U.S.C. 2601, et seq., the Family Medical Leave Act of 1993, as amended~~

32 ~~29 U.S.C. 621, et seq., the Age Discrimination in Employment Act of 1967, as~~

33 ~~amended~~

34 ~~29 U.S.C. 206(d), the Equal Pay Act of 1963, as amended~~

35 ~~20 U.S.C. 1681-1688, Title IX of the Education Amendment Act of 1972~~

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REVISED POLICY – VOL. 15, NO. 2

PROFESSIONAL DEVELOPMENT

Pursuant to State law, the School District will work collaboratively with the Florida Department of Education (FLDOE), public postsecondary institutions, State education foundations, consortia, and professional organizations in Florida to maintain a coordinated system of professional development. The purpose of the system is to increase student achievement, enhance classroom instructional strategies that promote rigor and relevance throughout the curriculum, and prepare students for continuing education in the workforce.

The District's comprehensive professional development plan will incorporate school improvement plans, will align with the Florida Professional Development System Evaluation Protocol Standards, which support the framework for standards adopted by the National Staff Development Council, and will align with the principal leadership training. Furthermore, the results of the performance evaluations of administrators conducted pursuant to State law and School Board Policy 1220 will be used when identifying areas for which professional development is needed.

As required by State law, the District's comprehensive professional development plan will be updated by September 1st, annually. Any substantial revisions to the District's plan will be submitted to the FLDOE for their review for continued approval. The Superintendent will annually recommend for the Board's consideration and adoption of the updated comprehensive professional development plan, so that verification of the adoption can be submitted to the Commissioner of Education not later than October 1st of each year.

The Board will provide funding for professional development as required by State law and the General Appropriations Act and will authorize expenditures from other sources to continuously strengthen the District's system of professional development. The plan will also provide for training for each teacher who will use materials that were purchased with funds allocated by the State for instructional materials, provide for in-service credit for the training, and document satisfactory completion of the training by each teacher.

The in-service activities for administrators shall focus on analysis of student achievement data, the use of the Board-adopted evaluation program for instructional staff, ongoing formal and informal assessments of student achievement, identification and use of enhanced and differentiated instructional strategies that emphasize rigor, relevance, and reading in the content areas, enhancement of subject content expertise, integrated use of classroom technology that enhances teaching and learning, classroom management, parent involvement, and school safety. Additionally, the District shall make available, on a space available basis, in-service activities ~~will be made available for administrators of nonpublic schools in the District~~ to instructional personnel of nonpublic schools in the District and the State certified teachers who are not employed by the Board on a fee basis not to exceed the cost of the activity per all participants.

The Superintendent shall establish and maintain an individual professional development plan for each administrator assigned to a school as a seamless component to the school improvement plans developed pursuant to State law. The individual professional development plan established by the Superintendent shall:

- A. define the in-service objectives and specific measurable improvements expected in student performance as a result of the in-service activity;
- B. include an evaluation component that determines the effectiveness of the professional development plan;
- C. include in-service activities for school administrative personnel that address updated skills necessary for instructional leadership and effective school management;
- D. provide for systematic consultation with regional and State personnel designated to provide technical assistance and evaluation of local professional development programs;
- E. provide for delivery of professional development by distance learning and other technology-based delivery systems to reach more educators at lower costs;

- F. provide for the continuous evaluation of the quality and effectiveness of professional development programs in order to eliminate ineffective programs and strategies and to expand effective ones. Evaluations must consider the impact of such activities on the performance of participating educators and their students' achievement and behavior.

By July 1st of each year and prior to the release of funds for instructional materials, pursuant to statutory requirements, the Superintendent will certify to the Commissioner of Education that the Board has approved a comprehensive professional development plan that requires fidelity of implementation of instructional materials that are in the first two (2) years of the adoption cycle. The report will also include verification that the training was provided.

~~{ } The Superintendent will annually report to the Board on the implementation of the plan.~~

F.S. 1001.42, 1011.62, 1011.67, 1012.22, 1012.34, 1012.98, 1012.985, 1012.986

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1

ANTI-HARASSMENT

2 **General Policy Statement**

3 It is the policy of the School Board to maintain an education and work environment
4 which is free from all forms of unlawful harassment, including sexual harassment.
5 This commitment applies to all School District operations, programs, and activities.
6 All students, administrators, teachers, staff, and all other school personnel share
7 responsibility for avoiding, discouraging, and reporting any form of unlawful
8 harassment. This policy applies to unlawful conduct occurring on school property,
9 or at another location if such conduct occurs during an activity sponsored by the
10 Board.

11 The ~~Board~~ Superintendent will vigorously enforce its prohibition against harassment
12 ~~based on~~ the basis of race, color, national origin, sex (including sexual orientation or
13 transgender identity), disability (including HIV, AIDS, or sickle cell trait, race, color,
14 ethnicity, national origin, religion, marital status, disability ~~age (except as authorized~~
15 by law), religion, military status, ancestry, or, genetic information, which are classes
16 protected by State and/or Federal law (collectively, "protected classes") or any other
17 legally prohibited basis, and encourages those within the School District community
18 as well as third parties, who feel aggrieved to seek assistance to rectify the problems.
19 The ~~Board~~ Superintendent will investigate all allegations of unlawful harassment
20 and in those cases where legally prohibited harassment is substantiated, the ~~Board~~
21 Superintendent will take immediate steps to end the harassment. Individuals who
22 are found to have engaged in unlawful harassment will be subject to appropriate
23 disciplinary action.

24 For purposes of this policy, "School District community" means students,
25 administrators, teachers, staff, and all other school personnel, including Board
26 members, agents, volunteers, contractors, or other persons subject to the control
27 and supervision of the Board.

28 For purposes of this policy, "third parties" include, but are not limited to, guests
29 and/or visitors on School District property (e.g., visiting speakers, participants on
30 opposing athletic teams, parents), vendors doing business with, or seeking to do
31 business with, the Board, and other individuals who come in contact with members
32 of the School District community at school-related events/activities (whether on or
33 off School District property).

34 **Other Violations of the Anti-Harassment Policy**

35 The ~~Board~~ Superintendent will also take immediate steps to impose disciplinary
36 action on individuals engaging in any of the following prohibited acts:

- 1 A. Retaliating against a person who has made a report or filed a
- 2 complaint alleging unlawful harassment, or who has participated as
- 3 a witness in a harassment investigation.

1 B. Filing a malicious or knowingly false report or complaint of
2 harassment.

3 C. Disregarding, failing to investigate adequately, or delaying
4 investigation of allegations of unlawful harassment, when
5 responsibility for reporting and/or investigating unlawful
6 harassment charges comprises part of one's supervisory duties.

7 **Definitions**

8 **Sexual Harassment**

9 Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational
10 Amendments of 1972, "sexual harassment" is defined as:

11 Unwelcome sexual advances, requests for sexual favors, and other verbal or physical
12 conduct of a sexual nature, when:

13 A. Submission to such conduct is made either implicitly or explicitly a
14 term or condition of an individual's employment, or status in a
15 class, educational program, or activity;

16 B. Submission or rejection of such conduct by an individual is used as
17 the basis for employment or educational decisions affecting such
18 individual;

19 C. Such conduct has the purpose or effect of interfering with the
20 individual's work or educational performance; of creating an
21 intimidating, hostile, or offensive working, and/or learning
22 environment; or of interfering with one's ability to participate in or
23 benefit from a class or an educational program or activity.

24 Sexual harassment may involve the behavior of a person of either gender against a
25 person of the same or opposite gender.

26 Prohibited acts that constitute sexual harassment may take a variety of forms.
27 Examples of the kinds of conduct that may constitute sexual harassment include,
28 but are not limited to:

29 A. Unwelcome sexual propositions, invitations, solicitations, and
30 flirtations.

31 B. Physical assault.

- 1 C. Threats or insinuations that a person's employment, wages,
2 academic grade, promotion, classroom work or assignments,
3 academic status, participation in athletics or extra-curricular
4 programs or events, or other conditions of employment or education
5 may be adversely affected by not submitting to sexual advances.
- 6 D. Unwelcome verbal expressions of a sexual nature, including graphic
7 sexual commentaries about a person's body, dress, appearance, or
8 sexual activities; the unwelcome use of sexually degrading language,
9 jokes or innuendoes; unwelcome suggestive or insulting sounds or
10 whistles; obscene telephone calls.
- 11 E. Sexually suggestive objects, pictures, videotapes, audio recordings,
12 or literature, placed in the work or educational environment, which
13 may embarrass or offend individuals.
- 14 F. Unwelcome and inappropriate touching, patting, or pinching;
15 obscene gestures.
- 16 G. A pattern of conduct, which can be subtle in nature, that has sexual
17 overtones and is intended to create or has the effect of creating
18 discomfort and/or humiliation to another.
- 19 H. Remarks speculating about a person's sexual activities or sexual
20 history, or remarks about one's own sexual activities or sexual
21 history.
- 22 I. ~~I.~~—Consensual sexual relationships where such relationship leads
23 to favoritism of a subordinate employee with whom the superior is
24 sexually involved and where such favoritism adversely affects other
25 employees or otherwise creates a hostile work environment.
- 26 J. Verbal, nonverbal, or physical aggression, intimidation, or hostility
27 based on sex or sex-stereotyping that does not involve conduct of a
28 sexual nature.
- 29
30 K. Inappropriate boundary invasions by a District employee or other
31 adult member of the School District community into a student's
32 personal space and personal life ~~(see AP 1362).~~

33 Not all behavior with sexual connotations constitutes unlawful sexual harassment.
34 Conduct must be sufficiently severe, pervasive, and persistent such that it adversely
35 affects an individual's employment or education, or such that it creates a hostile or
36 abusive employment or educational environment.

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- 1 **NOTE: Any teacher, administrator, coach, or other school authority who**
- 2 **engages in sexual conduct with a student may also be guilty of a crime.**

1 **Race/Color Harassment**

2 Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal
3 conduct is based upon an individual's race or color and when the conduct has the
4 purpose or effect of interfering with the individual's work or educational
5 performance; of creating an intimidating, hostile, or offensive working, and/or
6 learning environment; or of interfering with one's ability to participate in or benefit
7 from a class or an educational program or activity. Such harassment may occur
8 where conduct is directed at the characteristics of a person's race or color, such as
9 racial slurs, nicknames implying stereotypes, epithets, and/or negative references
10 relative to racial customs.

11 **Religious (Creed) Harassment**

12 Prohibited religious harassment occurs when unwelcome physical, verbal, or
13 nonverbal conduct is based upon an individual's religion or creed and when the
14 conduct has the purpose or effect of interfering with the individual's work or
15 educational performance; of creating an intimidating, hostile, or offensive working
16 and/or learning environment; or of interfering with one's ability to participate in or
17 benefit from a class or an educational program or activity. Such harassment may
18 occur where conduct is directed at the characteristics of a person's religious
19 tradition, clothing, or surnames, and/or involves religious slurs.

20 **National Origin Harassment**

21 Prohibited national origin harassment occurs when unwelcome physical, verbal, or
22 nonverbal conduct is based upon an individual's national origin and when the
23 conduct has the purpose or effect of interfering with the individual's work or
24 educational performance; of creating an intimidating, hostile, or offensive working
25 and/or learning environment; or interfering with one's ability to participate in or
26 benefit from a class or an educational program or activity. Such harassment may
27 occur where conduct is directed at the characteristics of a person's national origin,
28 such as negative comments regarding customs, manner of speaking, language,
29 surnames, or ethnic slurs.

1 **Disability Harassment**

2 Prohibited disability harassment occurs when unwelcome physical, verbal, or
3 nonverbal conduct is based upon an individual's disability and when the conduct
4 has the purpose or effect of interfering with the individual's work or educational
5 performance of creating an intimidating, hostile, or offensive working and/or
6 learning environment; or with one's ability to participate in or benefit from a class or
7 an educational program or activity. Such harassment may occur where conduct is
8 directed at the characteristics of a person's disabling condition, such as negative
9 comments about speech patterns, movement, physical impairments or
10 defects/appearances, or the like. Such harassment may further occur where
11 conduct is directed at or pertains to a person's genetic information.

12 **Reports and Complaints of Harassing Conduct**

13 Members of the School District community and third parties are encouraged to
14 promptly report incidents of unlawful harassing conduct to an administrator,
15 supervisor or other School District official so that the ~~Board~~ Superintendent may
16 address the conduct before it becomes severe, pervasive, or persistent. Any
17 administrator, supervisor, or other District Official who receives such a complaint
18 shall file it with the District's Anti-Harassment Compliance Officer within two (2)
19 days.

20 Members of the School District community or third parties who believe they have
21 been unlawfully harassed by another member of the School District community or a
22 third party are entitled to utilize the Board's complaint process that is set forth in
23 Policy 1362.02 - Anti-Harassment Complaint Procedure. Initiating a complaint,
24 whether formally or informally, will not adversely affect the complaining individual's
25 employment or participation in educational or extra-curricular programs unless the
26 complaining individual makes the complaint maliciously or with knowledge that it is
27 false. While there are no time limits for initiating complaints of harassment under
28 this policy, individuals should make every effort to file a complaint as soon as
29 possible after the conduct occurs while the facts are known and potential witnesses
30 are available.

31 If, during an investigation of reported act of bullying and/or harassment in
32 accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her
33 designee believes that the reported misconduct may have created a hostile work
34 environment and may have constituted unlawful discriminatory harassment based
35 on sex, race, color, national origin, religion, or disability, the principal or his/her
36 designee will report the act of bullying and/or harassment to one of the Compliance
37 Officers who shall investigate the allegation in accordance with this policy. While
38 the Compliance Officer investigates the allegation, the Principal shall suspend
39 his/her Policy 5517.01 investigation to await the Compliance Officer's written report.

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- 1 The Compliance Officer shall keep the Principal informed of the status of the Policy
- 2 1362 investigation and provide him/her with a copy of the resulting written report.
- 3

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4 **Anti-Harassment Compliance Officers**

5
6 The following individuals serve as "Anti-Harassment Compliance Officers" for the
7 District. They are hereinafter referred to as the "Compliance Officers":
8

9 Executive Director for Human Resources
10 Executive Director for Exceptional Student Education and Student Services
11

12 The names, titles, and contact information of these individuals will be published
13 annually on the School District's Website
14

15
16 The names, titles, and/or contact information of the persons presently serving as
17 Compliance Officers may change from time to time, and such changes shall be
18 deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made
19 pursuant to that bylaw.
20

21 A Compliance Officer will be available during regular school/work hours to discuss
22 concerns related to unlawful harassment, to assist students, other members of the
23 School District community, and third parties who seek support or advice when
24 informing another individual about "unwelcome" conduct, or to intercede informally
25 on behalf of the individual in those instances where concerns have not resulted in
26 the filing of a formal complaint and where all parties are in agreement to participate
27 in an informal process.
28

29 Any Board employee who directly observes unlawful harassment of a student is
30 obligated, in accordance with this policy, to report such observations to one of the
31 Anti-Harassment Compliance Officers within two (2) business days. Thereafter, the
32 Compliance Officer or designee must contact the student, if over age eighteen (18) or
33 the student's parents if under the age eighteen (18), within two (2) business days to
34 advise s/he/them of the Superintendent's intent to investigate the alleged
35 misconduct, including the obligation of the compliance officer or designee to conduct
36 an investigation following all the procedures outlined for a formal complaint.
37

38 Compliance Officers are assigned to accept complaints of unlawful harassment
39 directly from any member of the School District community or a visitor to the
40 District, or to receive complaints which are initially filed with a school building
41 administrator. Upon receipt of a complaint either directly or through a school
42 building administrator, the Compliance Officer will begin either an informal or
43 formal process (depending on the request of the member of the School District
44 community alleging harassment), or the Compliance Officer will designate a specific
45 individual to conduct such a process. In the case of a formal complaint, the
46 Compliance Officer will prepare, after consultation with the Board Attorney or
47 Superintendent, recommendations for the Superintendent or will oversee the
48 preparation of such recommendations by a designee. All members of the School

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- 1 District community must report incidents of unlawful harassment which are
- 2 reported to them to a Compliance Officer within five (5) calendar days of learning of
- 3 the incident.
- 4

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4 **Investigation and Complaint Procedure**

5
6 Any employee or other member of the School District community or visitor to the
7 District who believes that s/he has been subjected to unlawful harassment may
8 seek resolution of his/her complaint through either the informal or formal
9 procedures as described below. Further, a process for investigating claims of
10 harassment and a process for rendering a decision regarding whether the claim of
11 legally prohibited harassment or retaliation was substantiated are set forth below.

12
13 Due to the sensitivity surrounding complaints of unlawful harassment or retaliation,
14 time lines are flexible for initiating the complaint process; however, individuals
15 should make every effort to file a complaint within thirty (30) calendar days after the
16 conduct occurs while the facts are known and potential witnesses are available.
17 Once the formal complaint process is begun, the investigation will be completed in a
18 timely manner (ordinarily, within fifteen (15) calendar days of the complaint being
19 received).

20
21 The informal and formal procedures set forth below are not intended to interfere
22 with the rights of any individual to pursue a complaint of unlawful harassment or
23 retaliation with the United States Department of Education, Office for Civil Rights,
24 the Florida Civil Rights Commission, or the Equal Employment Opportunity
25 Commission.

26
27 **Informal Complaint Procedure**

28
29 The goal of the informal complaint procedure is to stop inappropriate behavior and
30 to investigate and facilitate resolution through an informal means, if possible. The
31 informal complaint procedure is provided as a less formal option for a student who
32 believes s/he has been unlawfully harassed or retaliated against. This informal
33 procedure is not required as a precursor to the filing of a formal complaint.

34
35 Employees, other members of the School District community, or third parties who
36 believe that they have been unlawfully harassed or retaliated against may initiate
37 their complaint through this informal complaint process, but are not required to do
38 so. The informal process is only available in those circumstances where the parties
39 (alleged target of harassment and alleged harasser(s)) agree to participate in the
40 informal process.

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4 Employees, other members of the School District community, or third parties who
5 believe that they have been unlawfully harassed or retaliated against may proceed
6 immediately to the formal complaint process and individuals who seek resolution
7 through the informal procedure may request that the informal process be terminated
8 at any time to move to the formal complaint process.
9

10 However, all complaints of harassment involving a District employee, any other adult
11 member of the School District community, or a third party against a student will be
12 formally investigated.
13

14 As an initial course of action, if an individual feels that s/he is being unlawfully
15 harassed and s/he is able and feels safe doing so, the individual should tell or
16 otherwise inform the harasser that the conduct is unwelcome and must stop. Such
17 direct communication should not be utilized in circumstances involving sexual
18 violence. The complaining individual should address the allegedly harassing
19 conduct as soon after it occurs as possible. The Compliance Officers is available to
20 support and counsel individuals when taking this initial step or to intervene on
21 behalf of the individual if requested to do so. An individual who is uncomfortable or
22 unwilling to inform the harasser of his/her complaint is not prohibited from
23 otherwise filing an informal or a formal complaint. In addition, with regard to
24 certain types of unlawful harassment, such as sexual harassment, the Compliance
25 Officer may advise against the use of the informal complaint process.
26

27 An individual who believes s/he has been unlawfully harassed may make an
28 informal complaint, either orally or in writing: (1) to a teacher, other employee, or
29 building administrator; (2) to the Superintendent or other District-level employee;
30 and/or (3) directly to one of the Compliance Officers.
31

32 All informal complaints must be reported to the Compliance Officers who will either
33 facilitate an informal resolution as described below on his/her own, or appoint
34 another individual to facilitate an informal resolution.
35

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4 The School District's informal complaint procedure is designed to provide employees,
5 other members of the School District community, or third parties who believe they
6 are being unlawfully harassed by another individual with a range of options
7 designed to bring about a resolution of their concerns. Depending upon the nature
8 of the complaint and the wishes of the individual claiming unlawful harassment,
9 informal resolution may involve, but not be limited to, one or more of the following:

- 10
- A. Advising the individual about how to communicate the unwelcome nature of the behavior to the alleged harasser.
 - B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.
 - C. If both parties agree, the Compliance Officers may arrange and facilitate a meeting between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

11
12 While there are no set time limits within which an informal complaint must be
13 resolved, the Compliance Officers or designee will exercise his/her authority to
14 attempt to resolve all informal complaints within fifteen (15) calendar days of
15 receiving the informal complaint. Parties who are dissatisfied with the results of the
16 informal complaint process may proceed to file a formal complaint. And, as stated
17 above, parties may request that the informal process be terminated at any time to
18 move to the formal complaint process.

19
20 All materials generated as part of the informal complaint process will be retained by
21 the Compliance Officers or designee in accordance with the Board's records
22 retention policy. (See Policy 8310 and Policy 8320)

23
24 **Formal Complaint Procedure**

25
26 If a complaint is not resolved through the informal complaint process, if one of the
27 parties has requested that the informal complaint process be terminated to move to
28 the formal complaint process, or if the individual elects to file a formal complaint
29 initially, the formal complaint process as described below shall be implemented.

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4 This formal complaint process is not intended to interfere with the rights of an
5 employee, other member of the School District community, or third party to pursue
6 a complaint of unlawful harassment with the United States Department of
7 Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal
8 Employment Opportunity Commission.
9

10 An individual who believes s/he has been subjected to offensive
11 conduct/harassment hereinafter referred to as the "complainant", may file a formal
12 complaint, either orally or in writing with a teacher, principal, or other District
13 employee, the Compliance Officer, Superintendent, or other District employee. Due
14 to the sensitivity surrounding complaints of unlawful harassment and retaliation,
15 time lines are flexible for initiating the complaint process; however, individuals
16 should make every effort to file a complaint within thirty (30) calendar days after the
17 conduct occurs while the facts are known and potential witnesses are available. If a
18 complainant informs a teacher, principal, or other District employee, the Compliance
19 Officer, Superintendent, or other District employee, either orally or in writing, about
20 any complaint of harassment, that employee must report such information to the
21 Compliance Officer or designee within two (2) business days.
22

23 Throughout the course of the process as described herein, the Compliance Officer
24 should keep the parties informed of the status of the investigation and the decision
25 making process.
26

27 All formal complaints must include the following information to the extent it is
28 available: the identity of the individual believed to have engaged in, or engaging in,
29 offensive conduct/harassment/retaliation; a detailed description of the facts upon
30 which the complaint is based; a list of potential witnesses; and the resolution sought
31 by the complainant.
32

33 If the complainant is unwilling or unable to provide a written statement including
34 the information set forth above, the Compliance Officer shall ask for such details in
35 an oral interview. Thereafter the Compliance Officer will prepare a written summary
36 of the oral interview, and the complainant will be asked to verify the accuracy of the
37 reported charge by signing the document.
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4 Upon receiving a formal complaint, the Compliance Officer will consider whether any
5 action should be taken in the investigatory phase to protect the complainant from
6 further harassment or retaliation including but not limited to a change of work
7 assignment or schedule for the complainant and/or the alleged harasser. In making
8 such a determination, the Compliance Officer should consult the complainant to
9 assess his/her agreement to any action deemed appropriate. If the complainant is
10 unwilling to consent to any change that is deemed appropriate by the Compliance
11 Officer, the Compliance Officer may still take whatever actions s/he deem
12 appropriate in consultation with the Superintendent and/or Board Attorney.

13
14 Within five (5) business days of receiving a formal complaint, the Compliance Officer
15 or a designee will initiate a formal investigation to determine whether the
16 complainant has been subjected to offensive conduct/harassment/retaliation. A
17 Principal will not conduct an investigation unless directed to do so by the
18 Compliance Officer.

19
20 Simultaneously, the Compliance Officer will inform the individual alleged to have
21 engaged in the harassing conduct, hereinafter referred to as the "respondent", that a
22 complaint has been received. The respondent will be informed about the nature of
23 the allegations and a copy of these administrative procedures and the Board's anti-
24 harassment policy shall be provided to the respondent at that time. The respondent
25 must also be informed of the opportunity to submit a written response to the
26 complaint within five (5) business days.

27
28 Although certain cases may require additional time, the Compliance Officer or a
29 designee will attempt to complete an investigation into the allegations of
30 harassment/retaliation within fifteen (15) calendar days of receiving the formal
31 complaint. The investigation will include:

- 32
- A. interviews with the complainant;
 - B. interviews with the respondent;
 - C. interviews with any other witnesses who may reasonably be
expected to have any information relevant to the allegations;
 - D. consideration of any documentation or other evidence presented by
the complainant, respondent, or any other witness which is
reasonably believed to be relevant to the allegations.

33
34 At the conclusion of the investigation, the Compliance Officer or the designee may
35 consult with the the Board Attorney. A written report shall then be prepared and
36 delivered to the Superintendent which summarizes the evidence gathered during the
37 investigation and provides recommendations based on the evidence and the
38 definition of unlawful harassment as provided in Board policy and State and Federal

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1 law as to whether the complainant has been subject to unlawful harassment. The
2 Compliance Officer's recommendations must be based upon the totality of the
3 circumstances, including the ages and maturity levels of those involved. In
4 determining if discriminatory harassment or retaliation occurred, a preponderance
5 of evidence standard will be used. The Compliance Officer may consult with the
6 Board Attorney before finalizing the report to the Superintendent.

7
8 Absent extenuating circumstances, within ten (10) business days of receiving the
9 report of the Compliance Officer or the designee, the Superintendent must either
10 issue a final decision regarding whether or not the complaint of harassment has
11 been substantiated or request further investigation. A copy of the Superintendent's
12 final decision will be delivered to both the complainant and the respondent.
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If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Superintendent reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or third party alleging the unlawful harassment pursues the complaint. The Superintendent also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Superintendent.

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4 **Privacy/Confidentiality**
5

6 The School District will employ all reasonable efforts to protect the rights of the
7 complainant, the individual(s) against whom the complaint is filed, and the
8 witnesses as much as possible, consistent with the Board's legal obligations to
9 investigate, to take appropriate action, and to conform with any discovery or
10 disclosure obligations. All records generated under the terms of this policy and
11 related administrative procedures shall be maintained as confidential to the extent
12 permitted by law. Confidentiality, however, cannot be guaranteed. All complainants
13 proceeding through the formal investigation process will be advised that their
14 identities may be disclosed to the respondent.
15

16 During the course of a formal investigation, the Compliance Officer or his/her
17 designee will instruct all members of the School District community and third
18 parties who are interviewed about the importance of maintaining confidentiality.
19 Any individual who is interviewed as part of a harassment investigation is expected
20 not to disclose any information that s/he learns or that s/he provides during the
21 course of the investigation.
22

23 All public records created as a part of an investigation of a complaint of harassment
24 will be maintained by the Compliance Officer in accordance with the Board's records
25 retention policy. Any records which are considered student records in accordance
26 with the *Family Educational Rights and Privacy Act* will be maintained in a manner
27 consistent with the provisions of the Federal and State laws.
28

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4 **Sanctions and Monitoring**
5

6 The Superintendent shall vigorously enforce the Board's prohibitions against
7 unlawful harassment by taking appropriate action reasonably calculated to stop the
8 harassment and prevent further such harassment. While observing the principles of
9 due process, a violation of this policy may result in disciplinary action up to and
10 including the discharge of an employee or the suspension/expulsion of a student.
11 All disciplinary action will be taken in accordance with applicable State law and the
12 terms of the relevant collective bargaining agreement(s). When imposing discipline,
13 the Superintendent shall consider the totality of the circumstances involved in the
14 matter, including the ages and maturity levels of those involved. In those cases
15 where unlawful harassment is not substantiated, the Superintendent may consider
16 whether the alleged conduct nevertheless warrants discipline in accordance with
17 other Board policies, consistent with the terms of the relevant collective bargaining
18 agreement(s).

19
20 Where the Superintendent becomes aware that a prior remedial action has been
21 taken against a member of the School District community, all subsequent sanctions
22 imposed by the Board and/or Superintendent shall be reasonably calculated to end
23 such conduct, prevent its reoccurrence, and remedy its effects.

24
25 **Retaliation**
26

27 Any act of retaliation against a person who has made a report or filed a complaint
28 alleging unlawful harassment, or who has participated as a witness in a harassment
29 investigation is prohibited.

30
31 **Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct**
32

33 State law requires any teacher or school employee who knows or suspects that a
34 child under the age of eighteen (18) is a victim of child abuse or neglect to
35 immediately report that knowledge or suspicion to the Department of Children and
36 Family Services. If, during the course of a harassment investigation, the
37 Compliance Officer or a designee has reason to believe or suspect that the alleged
38 conduct reasonably indicates abuse or neglect of the complainant, a report of such
39 knowledge must be made in accordance with State law and Board policy.
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If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

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~~The titles of the Anti Harassment Compliance Officer with whom complaints of sexual and other forms of unlawful harassment should be filed are set forth in Policy 1362.02 – Anti Harassment Complaint Procedure. The titles of these individuals will be published annually on the School District's web site.~~

~~The formal and informal processes for making a charge of harassment, a process for investigating claims of harassment, and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth in Policy 1362.02 – Anti Harassment Complaint Procedure. This policy and Policy 1362.02 – Anti Harassment Complaint Procedure will be readily available to all members of the School District community and posted in appropriate places throughout the School District.~~

1 ~~Any Board employee who directly observes unlawful harassment of a student is~~
2 ~~obligated, in accordance with this policy, to report such observations to one of the~~
3 ~~Anti Harassment Compliance Officers. Thereafter, the Compliance Officer must~~
4 ~~contact the student, if over age eighteen (18) or the student's parents if under the~~
5 ~~age eighteen (18), to advise s/he/them of the Board's intent to investigate the~~
6 ~~alleged misconduct, including the obligation of the compliance officer or designee to~~
7 ~~conduct an investigation following all the procedures outlined for a formal~~
8 ~~complaint.~~

9 **Confidentiality**

10 ~~The School District will make reasonable efforts to maintain the confidentiality of the~~
11 ~~parties involved in an investigation of unlawful harassment. Confidentiality,~~
12 ~~however, cannot be guaranteed.~~

13 **Informal Process for Addressing Complaints of Harassment**

14 ~~An informal complaint process to provide members of the School District community~~
15 ~~or third parties who believe they are being unlawfully harassed with a range of~~
16 ~~options designed to bring about a resolution of their concerns is set forth in~~
17 ~~Policy 1362.02—Anti Harassment Complaint Procedure. Members of the School~~
18 ~~District community or third parties who believe that they have been unlawfully~~
19 ~~harassed may initiate their complaint through this informal complaint process, but~~
20 ~~are not required to do so. The informal process is only available in those~~
21 ~~circumstances where the parties (alleged target of harassment and alleged~~
22 ~~harasser(s)) agree to participate in the informal process. Those members of the~~
23 ~~School District community or third parties who believe that they have been~~
24 ~~unlawfully harassed may proceed immediately to the formal complaint process and~~
25 ~~individuals who seek resolution through the informal procedure may request that~~
26 ~~the informal process be terminated at any time to move to the formal complaint~~
27 ~~process. However, all complaints of unlawful harassment involving a District~~
28 ~~employee or any other adult member of the School District community against a~~
29 ~~student will be formally investigated.~~

30 **Formal Process for Addressing Complaints of Harassment**

31 ~~Policy 1362.02—Anti Harassment Complaint Procedure also includes a formal~~
32 ~~complaint process. While the formal complaint process may serve as the first step to~~
33 ~~resolution of a charge of unlawful harassment, it is also available in those~~
34 ~~circumstances when the informal complaint process fails to satisfactorily resolve a~~
35 ~~concern. Because of the need for flexibility, no specific time lines are established for~~
36 ~~initiating the formal complaint process; however, once the formal complaint process~~
37 ~~is begun, the investigation will be completed in a timely manner (ordinarily, within~~
38 ~~thirty one (31) calendar days of the complaint being received).~~

1 ~~Members of the School District community or third parties who feel they have been~~
2 ~~unlawfully harassed should file a formal written complaint with the principal of their~~
3 ~~school building or with one of the compliance officer identified in~~
4 ~~Policy 1362.02 Anti Harassment Complaint Procedure. Oral complaints of~~
5 ~~harassment will be reduced to writing by the individual receiving the complaint and~~
6 ~~the complainant will be asked to verify the accuracy of the reported charge by~~
7 ~~signing the document. Complaints received by a school building principal will be~~
8 ~~immediately reported to the appropriate compliance officer identified in~~
9 ~~Policy 1362.02 Anti Harassment Complaint Procedure and the principal will not~~
10 ~~conduct an investigation unless directed to do so by the Compliance Officer.~~

11 ~~The complaint process, which is set forth in Policy 1362.02 Anti Harassment~~
12 ~~Complaint Procedure, is not intended to interfere with the rights of a member of the~~
13 ~~School District community or a third party to pursue a complaint of unlawful~~
14 ~~harassment with the United States Department of Education, Office for Civil Rights,~~
15 ~~the Florida Civil Rights Commission, or the Equal Employment Opportunity~~
16 ~~Commission.~~

17 ~~The Board reserves the right to investigate and resolve a complaint or report of~~
18 ~~unlawful harassment regardless of whether the member of the School District~~
19 ~~community or third party alleging the unlawful harassment pursues the complaint.~~
20 ~~The Board also reserves the right to have the formal complaint investigation~~
21 ~~conducted by an external person in accordance with this policy and Policy 1362.02~~
22 ~~or in such other manner as deemed appropriate by the Board or its designee.~~

23 **Sanctions and Monitoring**

24 ~~The Board shall vigorously enforce its prohibitions against unlawful harassment.~~
25 ~~While observing the principles of due process, a violation of this policy may result in~~
26 ~~disciplinary action up to and including the discharge of an employee or the~~
27 ~~suspension/expulsion of a student. All disciplinary action will be taken in~~
28 ~~accordance with applicable State law and the terms of the relevant collective~~
29 ~~bargaining agreement(s). When imposing discipline, the Superintendent shall~~
30 ~~consider the totality of the circumstances involved in the matter, including the ages~~
31 ~~and maturity levels of those involved. In those cases where unlawful harassment is~~
32 ~~not substantiated, the Board may consider whether the alleged conduct nevertheless~~
33 ~~warrants discipline in accordance with other Board policies, consistent with the~~
34 ~~terms of the relevant collective bargaining agreement(s).~~

35 ~~Where the Board becomes aware that a prior remedial action has been taken against~~
36 ~~a member of the School District community, all subsequent sanctions imposed by~~
37 ~~the Board and/or Superintendent shall be reasonably calculated to eliminate such~~
38 ~~conduct in the future.~~

1
2 **Education and Training**
3

4 In support of this policy, the Board promotes preventative educational measures to
5 create greater awareness of unlawful discriminatory practices. The Superintendent
6 or designee shall provide appropriate information to all members of the School
7 District community related to the implementation of this policy and shall provide
8 training for District students and staff where appropriate. All training, as well as all
9 information provided regarding this policy and harassment in general, will be age
10 and content appropriate.
11

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

ADMINISTRATION
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- 1 F.S. 110.1221, 760.01, 760.10, 1000.05
- 2 42 U.S.C. 2000d et seq.
- 3 42 U.S.C. 2000e et seq.
- 4 29 U.S.C. 621 et seq.
- 5 29 U.S.C. 794
- 6 29 C.F.R. Part 1635
- 7 42 U.S.C. 12101 et seq.
- 8 20 U.S.C. 1681 et seq.
- 9 42 U.S.C. 1983
- 10 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
- 11 National School Boards Association Inquiry and Analysis - May 2008

12 © **NEOLA 2010**

1

FMLA LEAVE

2 Qualifying Reasons for FMLA and Military Family Leave

3 In accordance with the Family and Medical Leave Act of 1993, as amended,
4 ("FMLA"), eligible staff members may take up to twelve (12) work weeks of
5 job-protected, unpaid leave, or substitute appropriate paid leave if the staff member
6 has earned or accrued it, for the following reasons:

- 7 A. the birth and/or care of a newborn child of the staff member, within
8 one (1) year of the child's birth;
- 9 B. the placement with the staff member of a child for adoption or foster
10 care, within one (1) year of the child's arrival;
- 11 C. the staff member is needed to provide physical and/or psychological
12 care for a spouse, child, or parent with a serious health condition;
- 13 D. the staff member's own serious health condition makes him/her
14 unable to perform the functions of his/her position; or
- 15 E. any qualifying exigency (as defined in applicable Federal regulations)
16 arising out of the fact that the staff member's spouse, son, daughter,
17 or parent is on covered active duty (or has been notified of an
18 impending call or order to covered active duty) in the Armed Forces
19 ("Qualifying Exigency Leave"). Covered active duty means duty
20 during deployment with the Armed Forces to a foreign country.

1 In addition, an eligible staff member who is a spouse, son, daughter, parent, or next
2 of kin of a covered service member may take up to a total of twenty-six (26) work
3 weeks of job-protected, unpaid leave, or substitute appropriate paid leave if the staff
4 member has earned or accrued it, during a "single twelve (12) month period" to
5 provide physical and/or psychological care for the covered service member ("Military
6 Caregiver Leave"). A covered service member is defined as (1) a member of the
7 Armed Forces, including a member of the National Guard or Reserves, who is
8 undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient
9 status, or is otherwise on the temporary disability retired list, for a serious injury or
10 illness; or (2) a veteran who is undergoing medical treatment, recuperation, or
11 therapy for a serious injury or illness and who was a member of the Armed Forces
12 (including a member of the National Guard or Reserves) at any time during the
13 period of five (5) years preceding the date on which the veteran undergoes that
14 medical treatment, recuperation, or therapy. Serious injury or illness for purposes
15 of Military Caregiver Leave is defined as an injury or illness incurred by a covered
16 service member in the line of duty on active duty in the Armed Forces (or existed
17 before the beginning of the covered service member's active duty and was aggravated
18 by service in the line of duty on active duty in the Armed Forces) and that may
19 render the service member medically unfit to perform the duties of his/her office,
20 grade, rank, or rating. In the case of a veteran, the injury or illness could have
21 manifested itself before or after the member became a veteran. The "single
22 twelve (12) month period" for leave to care for a covered service member with a
23 serious injury or illness begins the first day the staff member takes leave for this
24 reason and ends twelve (12) months later, regardless of the twelve (12) month period
25 established below for general FMLA leave. During the "single twelve (12) month
26 period", an eligible staff member is limited to a combined total of twenty-six (26)
27 work weeks of unpaid leave for any FMLA-qualifying reason. (Only twelve (12) of the
28 twenty-six (26) work weeks total may be for a FMLA-qualifying reason other than to
29 care for a covered service member.)

30 Eligible Employees

31 Staff members are "eligible" if they have worked for the School Board for at least
32 twelve (12) months, and for at least 1,250 hours over the twelve (12) months prior to
33 the leave request. All full-time administrative employees are deemed to meet the
34 1,250 hour requirement. Months and hours that members of the National Guard or
35 Reserve would have worked if they had not been called up for military service counts
36 towards the staff member's eligibility for FMLA leave. While the twelve (12) months
37 of employment need not be consecutive, employment periods prior to a break in
38 service of seven (7) years or more will not be counted unless the break is occasioned
39 by the staff member's fulfillment of his/her National Guard or Reserve military
40 obligation, or a written agreement exists concerning the Board's intention to rehire
41 the staff member after the break in service.

1 Twelve (12) Month Period

2 Twelve (12) month period is defined as the calendar year.

3 Serious Health Condition

4 Serious health condition is defined as an illness, injury, impairment, or physical or
5 mental condition that involves inpatient care or continuing treatment by a health
6 care provider. As utilized in this policy, the term "incapacity" means an inability to
7 work, attend school, or perform other regular daily activities due to the serious
8 health condition, treatment therefore, or recovery therefrom. The term "treatment"
9 includes (but is not limited to) examinations to determine if a serious health
10 condition exists and evaluations of the condition. (Treatment does not include
11 routine physical examinations, eye examinations, or dental examinations.)

12 A. Inpatient care means an overnight stay in a hospital, hospice, or
13 residential medical-care facility, including any period of incapacity
14 or subsequent treatment in connection with such inpatient care.

1 B. Continuing treatment by a healthcare provider, includes any one or
2 more of the following: 1.) "incapacity and treatment"; 2.) any
3 incapacity experienced by an expectant mother related to pregnancy,
4 or for prenatal care; 3.) any incapacity or treatment for such
5 incapacity due to a chronic serious health condition; 4.) a period of
6 incapacity that is permanent or long-term due to a condition for
7 which treatment may not be effective (e.g., Alzheimer's, a severe
8 stroke, terminal stages of a disease); or 5.) any period of absence to
9 receive multiple treatments (including any period of recovery
10 therefrom) by a health care provider or by a provider of health care
11 services under orders of, or on referral by, a health care provider for
12 a.) restorative surgery after an accident, or b.) other injury or a
13 condition that would likely result in a period of incapacity of more
14 than three (3) consecutive, full calendar days in the absence of
15 medical intervention or treatment, such as cancer (chemotherapy,
16 radiation, etc.), severe arthritis (physical therapy), or kidney disease
17 (dialysis).

18 1. "Incapacity and treatment" involves a period of incapacity of
19 more than three (3) consecutive, full calendar days, and any
20 subsequent treatment or period of incapacity relating to the
21 same condition, that also involves a.) treatment two (2) or
22 more times, within thirty (30) days of the first day of
23 incapacity, unless extenuating circumstances exist, by a
24 health care provider, by a nurse under direct supervision of a
25 health care provider, or by a provider of health care services
26 (e.g., physical therapist) under orders of, or on referral by, a
27 health care provider, or b.) treatment by a health care
28 provider on at least one (1) occasion that results in a regimen
29 of continuing treatment under the supervision of a health
30 care provider.

31 a. Treatment by a health care provider as referenced
32 above involves an in-person visit to a health care
33 provider. The first (or only) in-person treatment visit
34 must take place within seven (7) days of the first day of
35 incapacity. The health care provider is responsible for
36 determining whether additional treatment visits or a
37 regimen of continuing treatment is necessary within
38 the thirty (30) day period.

39 b. Regimen of continuing treatment includes a course of
40 prescription medication (e.g. antibiotics), or therapy
41 requiring special equipment to resolve or alleviate the
42 health condition (e.g. oxygen).

- 1 c. A regimen of continuing treatment that includes the
2 taking of over-the-counter medications such as aspirin,
3 antihistamines, or salves; or bed-rest, drinking fluids,
4 exercise, and other similar activities that can be
5 initiated without a visit to a health care provider, is
6 not, by itself, sufficient to constitute a regimen of
7 continuing treatment for purposes of FMLA leave.
- 8 2. ~~A period of~~ An expectant mother is entitled to FMLA leave for
9 incapacity related due to pregnancy ~~need not involve a visit to~~
10 ~~the~~even if she does not receive treatment from a health care
11 provider ~~sduring the for each~~ absence, and even if the
12 absence ~~does need~~ not last more than three (3) consecutive,
13 full calendar days.
- 14 3. A chronic serious health condition is one that: a.) requires
15 periodic visits (i.e., at least twice a year) for treatment by a
16 health care provider, or by a nurse under direct supervision
17 of a health care provider; b.) continues over an extended
18 period of time (including recurring episodes of a single
19 underlying condition); and c.) may cause episodic rather than
20 a continuing period of incapacity (e.g., asthma, diabetes,
21 epilepsy, etc.). A visit to a health care provider is not
22 necessary for each absence, and each absence need not last
23 more than three (3) consecutive, full calendar days.
- 24 4. With regard to permanent or long-term conditions, the
25 employee or family member must be under the continuing
26 supervision of, but need not be receiving active treatment by,
27 a health care provider.
- 28 C. Conditions for which cosmetic treatment are administered (e.g.,
29 most treatments for acne or plastic surgery) are not "serious health
30 conditions" unless inpatient hospital care is required or
31 complications develop. Ordinarily, unless complications arise, the
32 common cold, the flu, ear aches, upset stomachs, minor ulcers,
33 headaches other than migraines, routine dental or orthodontia
34 problems, periodontal disease, etc., are conditions that do not meet
35 the definition of a serious health condition and do not qualify for
36 FMLA leave.

1 Intermittent and Reduced Schedule Leave

2 The Superintendent may allow a staff member to take FMLA leave intermittently
3 (i.e., leave in separate blocks of time for a single qualifying reason) or on a reduced
4 leave schedule (i.e., reducing the employee's usual weekly or daily work schedule) for
5 reason (A) or (B) on page one. A staff member is entitled to take FMLA leave on an
6 intermittent or reduced schedule leave when medically necessary as indicated in
7 reasons (C) and (D) on page one. A staff member may also take FMLA leave on an
8 intermittent or reduced-leave schedule for Qualifying Exigency Leave (i.e., reason (E)
9 on page one). Finally, Military Caregiver Leave may be taken on an intermittent or
10 reduced schedule leave when medically necessary. Regardless, the taking of FMLA
11 leave intermittently or on a reduced schedule leave results in the total reduction of
12 the twelve (12) or twenty-six (26) weeks only by the amount of leave actually taken.
13 If the intermittent or reduced schedule leave is foreseeable based on planned
14 medical treatment for the employee, a family member, or a covered service member,
15 the Superintendent may require the staff member to transfer temporarily, during the
16 period the intermittent or reduced schedule leave is required, to an available
17 alternative position for which the staff member is qualified and which better
18 accommodates recurring periods of leave than the staff member's regular position.
19 The alternative position shall have equivalent pay and benefits but not necessarily
20 equivalent duties. The Superintendent may also transfer the staff member to a
21 part-time job with the same hourly rate of pay and benefits, provided the staff
22 member is not required to take more leave than is medically necessary.
23 Administrative staff members (i.e. individuals whose principal function is to teach
24 and instruct students in a class, a small group, or an individual setting) who request
25 intermittent leave or a reduced schedule leave because of reasons (C) or (D) on page
26 one or pursuant to Military Caregiver Leave and the leave would exceed twenty
27 percent (20%) of the total number of working days over the period of anticipated
28 leave must elect either to:

- 29 A. take leave for a period or periods of a particular duration, not
30 greater than the duration of the planned treatment; or
- 31 B. transfer temporarily to an available alternative position offered by
32 the Superintendent for which the administrative staff member is
33 qualified, and that has equivalent pay and benefits and that better
34 accommodates the recurring periods of leave than the staff
35 member's regular position.

1 When leave is needed for planned medical treatment, the staff member must make a
2 reasonable effort to schedule the treatment so as not to unduly disrupt the District's
3 operations, subject to the approval of the health care provider.

4 If the Superintendent agrees to permit FMLA leave intermittently or on a reduced
5 schedule leave for reason (A) or (B) on page one, the Board may also require the staff
6 member to transfer temporarily, during the period the intermittent or reduced
7 schedule leave is required, to an available alternative position for which the staff
8 member is qualified and which better accommodates recurring periods of leave than
9 does the staff member's regular position.

10 Staff Member Notice Requirements

11 Staff members seeking to use FMLA leave (including Military Caregiver Leave) are
12 required to provide thirty (30) day's advance notice of the need to take FMLA leave
13 when the need is foreseeable and such notice is practicable. If leave is foreseeable
14 less than thirty (30) days in advance, the staff member must provide notice as soon
15 as practicable - generally, either the same or next business day. When the need for
16 leave is not foreseeable, the staff member must provide notice as soon as practicable
17 under the facts and circumstances of the particular case. Absent unusual
18 circumstances, staff members must comply with the Board's usual and customary
19 notice and procedural requirements for requesting leave. Failure to provide timely
20 notice may result in the leave being delayed or denied, and/or possible disciplinary
21 action.

22 Staff members must provide "sufficient information" for the Superintendent to
23 determine whether the FMLA may apply to the leave request. Depending on the
24 situation, such information may include that the employee is incapacitated due to
25 pregnancy, has been hospitalized overnight, is unable to perform the functions of
26 the job, that the staff member or his/her qualifying family member is under the
27 continuing care of a health care provider, that the requested leave is for a particular
28 qualifying exigency related to a qualifying family member's covered active duty or
29 call to covered active duty status, or that the leave due to a qualifying family
30 member who is a covered service member with a serious injury or illness. The
31 information may also include the anticipated timing and duration of the leave.

32 When a staff member seeks leave for a FMLA-qualifying reason for the first time, the
33 staff member need not expressly assert FMLA rights or even mention the FMLA.
34 When an employee seeks leave, however, due to a FMLA-qualifying reason for which
35 the District has previously provided the staff member FMLA-protected leave, the
36 staff member must specifically reference either the qualifying reason for leave or the
37 need for FMLA leave.

1 Substitution of Paid Leave

2 The Board shall require the staff member to "substitute" (i.e., run concurrently) any
3 of his/her earned or accrued paid leave (e.g., sick leave, personal leave, vacation
4 leave) for unpaid FMLA leave. An employee's ability to substitute accrued paid leave
5 is determined by the terms and conditions of the District's normal leave policy. A
6 staff member electing to use any type of paid leave concurrently with FMLA leave
7 must follow the same terms and conditions of the Board's policy that apply to other
8 employees for use of such leave. The staff member is always entitled to unpaid
9 FMLA leave if s/he does not meet the Board's conditions for taking paid leave. On
10 occasion the Board may waive any procedural requirements for the taking any of
11 type of paid leave.

12 If the staff member has not earned or accrued adequate paid leave to encompass the
13 entire twelve (12) work week period of FMLA leave or twenty-six (26) work week
14 period of Military Caregiver Leave, the additional weeks of leave to obtain the
15 twelve (12) work weeks of FMLA leave or twenty-six (26) work weeks of Military
16 Caregiver Leave the staff member is entitled to shall be unpaid. Whenever a staff
17 member uses paid leave in substitution for unpaid FMLA leave/Military Caregiver
18 Leave, such leave counts toward the twelve (12) work week/twenty-six (26) work
19 week maximum leave allowance provided by this policy and Federal law.

20 District Notice Requirements

21 The Superintendent is directed to post the Department of Labor approved Notice
22 explaining employees' rights and responsibilities under the FMLA. The notice must
23 be posted prominently where it can be readily seen by employees and applicants and
24 shall either be distributed to each new employee upon hiring or be included in
25 employee handbooks or other written guidance concerning benefits or leave rights.
26 Electronic posting is sufficient to meet these requirements.

1 When a staff member requests FMLA leave or the District acquires knowledge that
2 leave may be for a FMLA purpose, the Superintendent shall notify the staff member
3 of his/her eligibility to take leave, and inform the staff member of his/her rights and
4 responsibilities under the FMLA (including the consequences of failing to meet those
5 obligations). Along with the Notice of Rights and Responsibilities, the
6 Superintendent will attach any medical certification that may be required, and a
7 copy of the employee's essential job functions. If Superintendent determines the
8 staff member is not eligible for FMLA leave, the Superintendent must state at least
9 one (1) reason why the staff member is not eligible. Such notice may be given orally
10 or in writing and should be given within five (5) business days of the request for
11 FMLA leave, absent extenuating circumstances. When oral notice is given, it must
12 be followed by written notice within five (5) business days. Staff member eligibility is
13 determined (and notice provided) at the commencement of the first instance of leave
14 for each FMLA-qualifying reason in the applicable twelve (12) month period. All
15 FMLA absences for the same qualifying reason are considered a single leave and
16 staff member eligibility as to that reason for leave does not change during the
17 applicable twelve (12) month period. If at the time a staff member provides notice of
18 a subsequent need for FMLA leave during the applicable twelve (12) month period
19 due to a different FMLA-qualifying reason and the staff member's eligibility status
20 has not changed, no additional eligibility notice is required. If, however, the staff
21 member's eligibility status has changed, the Superintendent must notify the staff
22 member of the change in eligibility status within five (5) business days, absent
23 extenuating circumstances.

24 If the specific information provided by the Notice of Rights and Responsibilities
25 changes, the Superintendent shall, within five (5) business days of receipt of the
26 staff member's first notice of need for leave subsequent to any changes, provide
27 written notice referencing the prior notice and setting forth any of the information in
28 the Notice of Rights and Responsibilities that has changed.

29 When the Superintendent has sufficient information to determine that leave is being
30 taken for a FMLA-qualifying reason (e.g. after receiving certification), the
31 Superintendent shall notify the staff member whether the leave will be designated
32 and counted as FMLA leave. Leave that qualifies as both Military Caregiver Leave
33 and leave to care for a qualifying family member with a serious health condition (i.e.
34 reason (C)) must be considered as Military Caregiver Leave in the first instance.
35 This designation must be in writing and must be given within five (5) business days
36 of the determination, absent extenuating circumstances. Additionally, when
37 appropriate, the Superintendent shall notify the staff member of the number of
38 hours, days and weeks that will be counted against the employee's FMLA
39 entitlement, and whether the employee will be required to provide a fitness-for-duty
40 certification to return to work.

1 Only one Designation Notice is required for each FMLA-qualifying reason per
2 applicable twelve (12) month period, regardless of whether the leave taken due to the
3 qualifying reason will be a continuous block of leave or as intermittent or on a
4 reduced schedule leave. If the Superintendent determines the leave will not be
5 designated as FMLA-qualifying (e.g. if the leave is not for a reason covered by the
6 FMLA or the staff member's FMLA leave entitlement has been exhausted), the
7 Superintendent shall notify the staff member of that determination. If the staff
8 member is required to substitute paid leave for unpaid FMLA leave, or if paid leave
9 taken under an existing leave plan is being counted as FMLA leave, the "Designation
10 Notice" shall include this information. Additionally, the "Designation Notice" shall
11 notify the staff member if s/he is required to present a fitness-for-duty certification
12 to be restored to employment. Further, if the fitness-for-duty certification is
13 required to address the staff member's ability to perform the essential functions of
14 his/her job, that will be indicated on the Designation Notice, and a list of the
15 essential functions of the staff member's position will be included.

16 If the information provided to the staff member in the Designation Notice changes,
17 the Superintendent shall provide, within five (5) business days of receipt of the staff
18 member's first notice of need for leave subsequent to any change, written notice of
19 the change.

20 In the case of intermittent or reduced-leave schedule leave, only one such notice is
21 required unless the circumstances regarding the leave have changed.

22 Limits on FMLA When Both Spouses are Employed by the Board

23 When ~~an~~ eligible ~~spouses~~~~husband and wife~~ are both employed by the Board, they
24 are limited to a combined total of twelve (12) workweeks of FMLA leave during any
25 twelve (12) month period if the leave is taken for reason (A) or (B) on page one, or to
26 care for the staff member's parent who has a serious health condition.

27 Where the ~~spouses~~~~husband and wife~~ both use a portion of the total twelve (12) week
28 FMLA leave entitlement for reason (A) or (B) on page, or to care for a parent, the
29 ~~spouses~~~~husband and wife~~ are each entitled to the difference between the amount
30 s/he has taken individually and the twelve (12) weeks of FMLA leave for other
31 purposes.

32 When ~~an~~ eligible ~~spouses~~~~husband and wife~~ are both employed by the Board, they
33 are limited to a combined total of twenty-six (26) workweeks of Military Caregiver
34 Leave during the "single twelve (12) month period" if the leave is taken for reason (A)
35 or (B) on page one, or to care for the staff member's parent who has a serious health
36 condition, or to care for a covered service member with a serious injury or illness.

1 Certification

2 When FMLA leave is taken for either reason (C) or (D) on page one, the staff member
3 must provide medical certification from the health care provider of the eligible staff
4 member or his/her immediate family member. The staff member may either:

5 A. submit the completed medical certification to the Superintendent; or

6 B. direct the health care provider to transfer the completed medical
7 certification directly to the Superintendent, which will generally
8 require the staff member to furnish the health care provider with a
9 HIPAA-compliant authorization.

10 If the staff member fails to provide appropriate medical certification, any leave taken
11 by the employee shall not constitute FMLA leave.

12 When the need for FMLA leave is foreseeable and at least thirty (30) days notice has
13 been provided, the staff member must provide the medical certification before the
14 leave begins. When this is not possible, the employee must provide the requested
15 certification to the Superintendent within fifteen (15) calendar days after the staff
16 member requests FMLA leave unless it is not practicable under the circumstances to
17 do so despite the staff member's diligent and good faith efforts.

18 The Board reserves the right to require second or third opinions (at the Board's
19 expense), and periodic recertification of a serious health condition. If a third opinion
20 is sought, that opinion shall be binding and final. The staff member may either:

21 A. submit the opinion of the second health care provider, and the
22 opinion of the third health care provider if applicable, to the
23 Superintendent; or

24 B. direct the second or third health care provider to transfer his/her
25 opinion directly to the Superintendent, which will generally require
26 the staff member to furnish the health care provider with a
27 HIPAA-compliant authorization.

28 In the event that the staff member fails to provide the medical opinion of the second
29 or third health care provider, if applicable, any leave taken by the staff member shall
30 not constitute FMLA leave.

1 Recertification

2 Recertification may be required no more often than every thirty (30) days in
3 connection with an absence by the staff member unless the condition will last for
4 more than thirty (30) days. For conditions that are certified as having a minimum
5 duration of more than thirty (30) days, the District will not request recertification
6 until the specified period has passed, except that in all cases the staff member must
7 submit recertification every six (6) months in connection with an absence by the
8 employee. Additionally, the Superintendent may require a staff member to provide
9 recertification in less than thirty (30) days if the staff member requests an extension
10 of leave, the circumstances described in the previous certification have changed
11 significantly, or if the District receives information that casts doubt upon the staff
12 member's stated reason for the absence or the continuing validity of the certification.
13 Finally, staff members must provide a new medical certification each leave year for
14 medical conditions that last longer than one (1) year.

15 Staff members requesting Qualifying Exigency Leave are required to submit to the
16 Superintendent a copy of the covered military member's active duty orders and
17 certification providing the appropriate facts related to the particular qualifying
18 exigency for which leave is sought, including contact information if the leave involves
19 meeting with a third party.

20 Staff members requesting Military Caregiver Leave are required to submit to the
21 Superintendent certification completed by an authorized health care provider or a
22 copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA)
23 issued to any member of the covered service member's family.

24 The Board authorizes its health care provider and/or human resource professional,
25 but not the staff member's direct supervisor, to authenticate or clarify a medical
26 certification of a serious health condition, or an ITO or ITA (i.e. medical certification
27 provided for reasons (C) or (D) on page one or Military Caregiver Leave).
28 Additionally, the Superintendent is authorized to contact the individual or entity
29 named in the Qualified Exigency Leave certification for purposes of verifying the
30 existence and nature of the meeting.

31 A staff member who takes leave for reason (D) on page one, prior to returning to
32 work, must provide the Superintendent with a fitness-for-duty certification that
33 specifically addresses the staff member's ability to perform the essential functions of
34 his/her job. The fitness-for-duty certification shall only apply to the particular
35 health condition that caused the staff member's need for FMLA leave. If reasonable
36 safety concerns exist, the Superintendent may, under certain circumstances, require
37 a staff member to submit a fitness-for-duty certification before s/he returns to work
38 from intermittent FMLA leave. The cost of the certification shall be borne by the
39 staff member.

1 Job Restoration & Maintenance of Health Benefits

2 Upon return from FMLA leave, the Board shall restore the staff member to his/her
3 former position, or to an equivalent position with equivalent pay, benefits, and other
4 terms and conditions of employment. During FMLA leave, the Board shall maintain
5 the staff member's current coverage under the Board's group health insurance
6 program on the same conditions as coverage would have been provided if the staff
7 member had been continuously working during the leave period. If the staff member
8 was paying all or part of the premium payments prior to going on FMLA leave, the
9 staff member must continue to pay his/her share during the leave.

10 Any leave or return from leave during the last five (5) weeks of an academic term
11 shall be reviewed individually by the Superintendent to minimize disruption to the
12 students' program.

13 The staff member shall not accrue any sick leave, vacation, or other benefits during
14 a period of unpaid FMLA leave.

15 The use of FMLA leave shall not result in the loss of any employment benefit that the
16 staff member earned or was entitled to before using FMLA leave.

17 A staff member shall have no greater right to restoration or to other benefits and
18 conditions of employment than if the employee had been continuously employed.

19 If the staff member fails to return to work at the end of the leave for reasons other
20 than the continuation, recurrence, or onset of a serious health condition that entitle
21 the staff member to leave pursuant to reasons (C) or (D) on page one or Military
22 Caregiver Leave, or for circumstances beyond the control of the staff member, the
23 staff member shall reimburse the Board for the health insurance premiums paid by
24 the Board during the unpaid FMLA leave period.

25 Generally, a staff member may not be required to take more FMLA leave than
26 necessary to resolve the circumstance that precipitated the need for leave.

27 A staff member who fraudulently obtains FMLA leave is not protected by this policy's
28 job restoration or maintenance of health benefits provisions.

29 The Superintendent shall prepare any procedures that are appropriate for this policy
30 and ensure that the policy is posted properly.

1 Copies of this policy shall be available to staff members upon request.

2 F.S. 110.221, 1012.61

3 29 U.S.C. 2601 et seq. (as amended)

4 29 C.F.R. Part 825

5 45 C.F.R. Part 160, 164

6 National Defense Authorization Act of 2010

7 © **NEOLA 2010**

1 B. **Staff Training**

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develop an ongoing program of in-service training for school personnel designed to identify and solve problems of bias based upon the protected classes, ~~as well as sexual orientation or transgender identity~~ in all aspects of the program;

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C. **Student Access**

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1. review current and proposed programs, activities, facilities, and practices to verify that all students have equal access thereto and are not segregated on the basis of the protected classes, ~~as well as sexual orientation or transgender identity~~ in any duty, work, play, classroom, or school practice, except as may be permitted under State and Federal laws and regulations;

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2. verify that facilities are made available for non-curricular student activities that are initiated by parents or other members of the community, including but not limited to any group that is officially affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States Code as a patriotic society ~~or is officially affiliated with any other Title 36 youth group~~, pursuant to Board Policy 7510 - Use of District Facilities;

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In accordance with Florida Statute, ~~t~~The Board may establish and maintain a single-gender nonvocational class, extra-curricular activity, or school for elementary, middle, or high school students ~~and, in so doing, shall comply with all requirements set forth in State law in that regard.~~

28

D. **District Support**

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verify that like aspects of the District's program receive like support as to staff size and compensation, purchase and maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

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E. **Student Assessment**

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verify that tests, procedures, or guidance and counseling materials, which are designed to evaluate student progress, rate aptitudes, analyze personality, or in any manner establish or tend to establish a category by which a student may be judged, are not differentiated

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

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or stereotyped on the basis of the protected classes, ~~as well as
sexual orientation or transgender identity.~~

District Compliance Officer(s).

The Board designates the following individuals to serve as the District’s “Compliance
Officers” (also known as “Civil Rights Coordinators”) (hereinafter referred to as
the “COs”)

Executive Director for Human Resources, and
Executive Director for Exceptional- Student Education and Student Services
1990 25th Street, Vero Beach, FL 32960
(772)564-3000

The names, titles, and contact information of these individuals will be published
annually on the School District’s website.

1 The ~~Superintendent shall appoint and publicize the name of the compliance officer(s)~~
2 ~~who is/are~~COs are responsible for coordinating the District's efforts to comply with
3 applicable Federal and State laws and regulations, including the District's duty to
4 address in a prompt and equitable manner any inquiries or complaints regarding
5 discrimination or denial of equal access. The ~~Compliance Officer~~CO(s) shall also
6 verify that proper notice of nondiscrimination for Title II of the Americans with
7 Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, Title IX
8 of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of
9 1973 (as amended), the Age Discrimination Act of 1975, the Florida Civil Rights Act
10 of 1992, the Florida Educational Equity Act, and/or their implementing regulations
11 is provided to students, their parents, staff members, and the general public. A copy
12 of each of the acts and regulations on which this notice is based may be found in the
13 CO's office.
14
15

1 The Superintendent shall annually attempt to identify children with disabilities, ages
2 3-22, who reside in the District but do not receive public education. In addition,
3 s/he shall establish procedures to identify students who are Limited English
4 Proficient (LEP), including immigrant children and youth, to assess their ability to
5 participate in District programs, and develop and administer a program that meets
6 the English language and academic needs of these students. This program shall
7 include procedures for student placement, services, evaluation, and exit procedures
8 and shall be designed to provide students with effective instruction that leads to
9 academic achievement and timely acquisition of proficiency in English. As a part of
10 this program, the District will evaluate the progress of students in achieving English
11 language proficiency in the areas of listening, speaking, reading, and writing, on an
12 annual basis (see AP 2260F).

13
14 **Reports and Complaints of Unlawful Discrimination and Retaliation**

15
16 Students and all other members of the School District community and third parties
17 are encouraged to promptly report incidents of unlawful discrimination and/or
18 retaliation to a teacher, administrator, supervisor, or other District official so that
19 the Board may address the conduct. Any teacher, administrator, supervisor, or
20 other District employee or official who receives such a complaint shall file it with the
21 CO ~~()~~ **at his/her first convenience (x) within two (2) business days.**

22
23 Members of the School District community, which includes students or third
24 parties, who believe they have been unlawfully discriminated/retaliated against are
25 entitled to utilize the complaint process set forth below. Initiating a complaint,
26 whether formally or informally, will not adversely affect the complaining individual's
27 employment or participation in educational or extra-curricular programs. While
28 there are no time limits for initiating complaints under this policy, individuals
29 should make every effort to file a complaint as soon as possible after the conduct
30 occurs while the facts are known and potential witnesses are available.

31
32 If, during an investigation of alleged bullying, aggressive behavior and/or
33 harassment in accordance with Policy 5517.01 – Bullying and Harassment, the
34 Principal believes that the reported misconduct may constitute unlawful
35 discrimination based on a protected class, the Principal shall report the act to one of
36 the COs who shall investigate the allegation in accordance with this policy. While
37 the CO investigates the allegation, the Principal shall suspend his/her Policy
38 5517.01 investigation to await the CO's written report. The CO shall keep the
39 Principal informed of the status of the Policy 2260 investigation and provide
40 him/her with a copy of the resulting written report.

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4 The COs will be available during regular school/work hours to discuss concerns
5 related to unlawful discrimination/retaliation. COs shall accept complaints of
6 unlawful discrimination/retaliation directly from any member of the School District
7 community or a visitor to the District, or receive complaints that are initially filed
8 with a school building administrator. Upon receipt of a complaint either directly or
9 through a school building administrator, a CO will begin either an informal or formal
10 process (depending on the request of the person alleging the
11 discrimination/retaliation or the nature of the alleged discrimination/retaliation), or
12 the CO will designate a specific individual to conduct such a process. The CO will
13 provide a copy of this policy to any person who files a complaint. In the case of a
14 formal complaint, the CO will prepare recommendations for the Superintendent or
15 oversee the preparation of such recommendations by a designee. All members of the
16 School District community must report incidents of discrimination/retaliation that
17 are reported to them to the CO within two (2) business days of learning of the
18 incident/conduct.

19
20 Any Board employee who directly observes unlawful discrimination/retaliation of a
21 student is obligated, in accordance with this policy, to report such observations to
22 one of the COs within two (2) business days. Additionally, any Board employee who
23 observes an act of unlawful discrimination/retaliation is expected to intervene to
24 stop the misconduct, unless circumstances make such an intervention dangerous,
25 in which case the staff member should immediately notify other Board employees
26 and/or local law enforcement officials, as necessary, to stop the misconduct.
27 Thereafter, the CO or designee must contact the student, if age eighteen (18) or
28 older, or the student's parents if the student is under the age eighteen (18), within
29 two (2) school days to advise s/he/them of the Board's intent to investigate the
30 alleged wrongdoing.

31
32 **Investigation and Complaint Procedure**

33
34 Any student who believes that s/he has been subjected to unlawful discrimination
35 or retaliation may seek resolution of his/her complaint through the procedures
36 described below. The formal complaint procedures involve an investigation of the
37 individual's claims and a process for rendering a decision regarding whether the
38 charges are substantiated.
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4 Due to the sensitivity surrounding complaints of unlawful discrimination or
5 retaliation, timelines are flexible for initiating the complaint process; however,
6 individuals should make every effort to file a complaint within thirty (30) calendar
7 days after the conduct occurs. Once the formal complaint process is begun, the
8 investigation will be completed in a timely manner (ordinarily, within fifteen (15)
9 business days of the complaint being received).

10
11 The procedures set forth below are not intended to interfere with the rights of a
12 student to pursue a complaint of unlawful discrimination or retaliation with the
13 United States Department of Education Office for Civil Rights (“OCR”). The Atlanta
14 Office of the OCR can be reached at 61 Forsyth Street, SW. - Suite 16T70 Atlanta,
15 GA 30303-8909 (404) 562-7886; (404) 562-7884 TDD: (404) 562-7881 FAX; Web:
16 <http://www.ed.gov/ocr>.

17
18 **Informal Complaint Procedure**

19
20 The goal of the informal complaint procedure is to quickly stop inappropriate
21 behavior and facilitate resolution through an informal means, if possible. The
22 informal complaint procedure is provided as a less formal option for a student who
23 believes s/he has been unlawfully discriminated or retaliated against. This informal
24 procedure is not required as a precursor to the filing of a formal complaint.

25
26 The informal process is only available in those circumstances where the parties (the
27 alleged target of the discrimination and individual(s) alleged to have engaged in the
28 discrimination) agree to participate in it.

29
30 Students who believe that they have been unlawfully discriminated/retaliated
31 against may proceed immediately to the formal complaint process and individuals
32 who seek resolution through the informal procedure may request that the informal
33 process be terminated at any time to move to the formal complaint process.

34
35 All complaints involving a District employee or any other adult member of the School
36 District community against a student will be formally investigated.
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4 As an initial course of action, if a student feels that s/he is being unlawfully
5 discriminated/retaliated against and s/he is able and feels safe doing so, the
6 individual should tell or otherwise inform the person who engaged in the allegedly
7 discriminatory/retaliatory conduct that it is inappropriate and must stop. The
8 complaining individual should address the alleged misconduct as soon after it
9 occurs as possible. The COs are available to support and counsel individuals when
10 taking this initial step or to intervene on behalf of the individual if requested to do
11 so. An individual who is uncomfortable or unwilling to inform the person who
12 allegedly engaged in the unlawful conduct of his/her concerns is not prohibited from
13 otherwise filing an informal or a formal complaint. In addition, with regard to
14 certain types of unlawful discrimination, such as sexual discrimination, the CO may
15 advise against the use of the informal complaint process.

16
17 A student who believes s/he has been unlawfully discriminated/retaliated against
18 may make an informal complaint, either orally or in writing: (1) to a teacher, other
19 employee, or building administrator in the school the student attends; (2) to the
20 Superintendent or other District-level employee; and/or (3) directly to one of the
21 COs.

22
23 All informal complaints must be reported to one of the COs who will either facilitate
24 an informal resolution as described below, or appoint another individual to facilitate
25 an informal resolution.

26
27 The School District's informal complaint procedure is designed to provide students
28 who believe they are being unlawfully discriminated/retaliated against with a range
29 of options aimed at bringing about a prompt resolution of their concerns.
30 Depending upon the nature of the complaint and the wishes of the student claiming
31 unlawful discrimination/retaliation, informal resolution may involve, but not be
32 limited to, one (1) or more of the following:

- 33
- A. Advising the student about how to communicate his/her concerns
to the person who allegedly engaged in the
discriminatory/retaliatory behavior.

 - B. Distributing a copy of Policy 2260 – Nondiscrimination and Access
to Equal Educational Opportunity as a reminder to the individuals
in the school building or office where the individual whose behavior
is being questioned works or attends.

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C. If both parties agree, the CO may arrange and facilitate a meeting between the student claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.

3

While there are no set time limits within which an informal complaint must be resolved, the CO or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

4

All materials generated as part of the informal complaint process will be retained by the COs in accordance with the Board's records retention policy and/or student records policy. (See Policy 8310 and Policy 8330)

5

Formal Complaint Procedure

6

If a complaint is not resolved through the informal complaint process, if one (1) of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the student elects to file a formal complaint initially, the formal complaint process shall be implemented.

7

A student who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "complainant") may file a formal complaint, either orally or in writing, with a teacher, Principal, or other District employee at the student's school, the CO, Superintendent, or another District employee who works at another school or at the District level. Due to the sensitivity surrounding complaints of unlawful discrimination, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. If a complainant informs a teacher, Principal, or other District employee at the student's school, Superintendent, or other District employee, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO within two (2) business days.

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4 Throughout the course of the process, the CO should keep the parties informed of
5 the status of the investigation and the decision-making process.
6

7 All formal complaints must include the following information to the extent it is
8 available: the identity of the individual believed to have engaged in, or be engaging
9 in; the discriminatory/retaliatory conduct; a detailed description of the facts upon
10 which the complaint is based; a list of potential witnesses; and the resolution sought
11 by the complainant.
12

13 If the complainant is unwilling or unable to provide a written statement including
14 the information set forth above, the CO shall ask for such details in an oral
15 interview. Thereafter, the CO will prepare a written summary of the oral interview,
16 and the complainant will be asked to verify the accuracy of the reported charge by
17 signing the document.
18

19 Upon receiving a formal complaint, the CO will consider whether any action should
20 be taken in the investigatory phase to protect the complainant from further
21 discrimination or retaliation, including, but not limited to, a change of work
22 assignment or schedule for the complainant and/or the person alleged to have
23 engaged in the misconduct. In making such a determination, the CO should consult
24 the complainant to assess his/her agreement to the proposed action. If the
25 complainant is unwilling to consent to the proposed change, the CO may still take
26 whatever actions s/he deems appropriate in consultation with the Superintendent.
27

28 Within two (2) business days of receiving the complaint, the CO or designee will
29 initiate a formal investigation to determine whether the complainant has been
30 subjected to unlawful discrimination/retaliation. A Principal will not conduct an
31 investigation unless directed to do so by the CO.
32

33 Simultaneously, the CO will inform the individual alleged to have engaged in the
34 discriminatory or retaliatory conduct (hereinafter referred to as the "respondent")
35 that a complaint has been received. The respondent will be informed about the
36 nature of the allegations and provided with a copy of any relevant policies and/or
37 administrative guidelines, including Policy 2260 - Nondiscrimination and Access to
38 Equal Educational Opportunity. The respondent must also be informed of the
39 opportunity to submit a written response to the complaint within five (5) business
40 days.
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4 Although certain cases may require additional time, the CO or designee will attempt
5 to complete an investigation into the allegations of discrimination/retaliation within
6 fifteen (15) business days of receiving the formal complaint. The investigation will
7 include:
8

- A. interviews with the complainant;
- B. interviews with the respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the complainant, respondent, or any other witness that is reasonably believed to be relevant to the allegations.

9
10 At the conclusion of the investigation, the CO or designee shall prepare and deliver a
11 written report to the Superintendent that summarizes the evidence gathered during
12 the investigation and provides recommendations based on the evidence and the
13 definition of unlawful discrimination/retaliation as provided in Board policy and
14 State and Federal law as to whether the complainant has been subjected to unlawful
15 discrimination/retaliation. The CO's recommendations must be based upon the
16 totality of the circumstances, including the ages and maturity levels of those
17 involved. In determining if unlawful discrimination or retaliation occurred, a
18 preponderance of evidence standard will be used. The CO may consult with the
19 Board's legal counsel before finalizing the report to the Superintendent.
20

21 Absent extenuating circumstances, within five (5) business days of receiving the
22 report of the CO or designee, the Superintendent must either issue a final decision
23 regarding whether the charges have been substantiated or request further
24 investigation. A copy of the Superintendent's final decision will be delivered to both
25 the complainant and the respondent.
26

27 If the Superintendent requests additional investigation, the Superintendent must
28 specify the additional information that is to be gathered, and such additional
29 investigation must be completed within five (5) days. At the conclusion of the
30 additional investigation, the Superintendent shall issue a final written decision as
31 described above.
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If the Superintendent determines the complainant was subjected to unlawful discrimination/retaliation, s/he must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

The Superintendent's decision will be final.

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The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the student alleging the unlawful discrimination/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The complainant may be represented, at his/her own cost, at any of the above described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

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4 **Privacy/Confidentiality**
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6 The School District will employ all reasonable efforts to protect the rights of the
7 complainant, the respondent(s), and the witnesses as much as possible, consistent
8 with the Board's legal obligations to investigate, to take appropriate action, and to
9 conform with any discovery or disclosure obligations. All records generated under
10 the terms of this policy shall be maintained as confidential to the extent permitted
11 by law. Confidentiality, however, cannot be guaranteed. All complainants
12 proceeding through the formal investigation process will be advised that their
13 identities may be disclosed to the respondent(s).
14

15 During the course of a formal investigation, the CO or designee will instruct each
16 person who is interviewed about the importance of maintaining confidentiality. Any
17 individual who is interviewed as part of an investigation is expected not to disclose
18 to third parties any information that s/he learns and/or provides during the course
19 of the investigation.
20

21 All records created as a part of an investigation of a complaint of
22 discrimination/retaliation will be maintained by the CO in accordance with the
23 Board's records retention policy. Any records that are considered student education
24 records in accordance with the Family Educational Rights and Privacy Act or under
25 Florida's student records law will be maintained in a manner consistent with the
26 provisions of the Federal and State law.
27

28 **Sanctions and Monitoring**
29

30 The Board shall vigorously enforce its prohibitions against unlawful
31 discrimination/retaliation by taking appropriate action reasonably calculated to stop
32 and prevent further misconduct. While observing the principles of due process, a
33 violation of this policy may result in disciplinary action up to and including the
34 discharge of an employee or the suspension/expulsion of a student. All disciplinary
35 action will be taken in accordance with applicable State law and the terms of the
36 relevant collective bargaining agreement(s). When imposing discipline, the
37 Superintendent shall consider the totality of the circumstances involved in the
38 matter, including the ages and maturity levels of those involved. In those cases
39 where unlawful discrimination/retaliation is not substantiated, the Board may
40 consider whether the alleged conduct nevertheless warrants discipline in accordance
41 with other Board policies, consistent with the terms of the relevant collective
42 bargaining agreement(s).
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4 Where the Board becomes aware that a prior remedial action has been taken against
5 a member of the School District community, all subsequent sanctions imposed by
6 the Board and/or Superintendent shall be reasonably calculated to end such
7 conduct, prevent its reoccurrence, and remedy its effects.
8

9 **Retaliation**

10
11 Retaliation against a person who makes a report or files a complaint alleging
12 unlawful discrimination, or participates as a witness in an investigation is
13 prohibited. Specifically, the Board will not retaliate against, coerce, intimidate,
14 threaten or interfere with any individual because the person opposed any act or
15 practice made unlawful by any Federal or State civil rights law, or because that
16 individual made a charge, testified, assisted or participated in any manner in an
17 investigation, proceeding, or hearing under those laws, or because that individual
18 exercised, enjoyed, aided or encouraged any other person in the exercise or
19 enjoyment of any right granted or protected by those laws.
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Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information, provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

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- 2 F.S. 553.501 et seq., Florida Americans with Disabilities Accessibility
- 3 Implementation Act
- 4 F.S. 553.014, 760.08, 760.021
- 5 F.S. 1000.05, Florida Educational Equity Act
- 6 F.S. 1002.311
- 7 F.A.C. 6A-19.001
- 8 Fourteenth Amendment, U.S. Constitution
- 9 20 U.S.C. Section 1681, Title IX of Education Amendment Act
- 10 20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974
- 11 20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
- 12 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
- 13 29 U.S.C. Section 794, Rehabilitation Act of 1973, as amended
- 14 42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964
- 15 42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended
- 16 42 U.S.C. 6101 et seq., Age Discrimination Act of 1975
- 17 34 C.F.R. Part 110 (7/27/93)
- 18 29 C.F.R. Part 1635
- 19 Vocational Education Program Guidelines for Eliminating Discrimination and Denial
- 20 of Services, Department of Education, Office of Civil Rights, March 1979
- 21 Title III of the No Child Left Behind Act of 2001

22 Revised 3/24/15

23 © **NEOLA 2014**

REVISED POLICY – VOL. 15, NO. 2

SECTION 504/ADA
PROHIBITION AGAINST DISCRIMINATION BASED ON DISABILITY

Pursuant to Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1990, as amended ("ADA"), and the implementing regulations (collectively "Section 504/ADA"), no otherwise qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The School Board does not discriminate in admission or access to, or participation in, or treatment in its programs or activities. As such, the Board's policies and practices will not discriminate against students with disabilities will make accessible to qualified individuals with disabilities its facilities, programs, and activities. No discrimination will be knowingly permitted against any individual with a disability on the sole basis of that disability in any of the programs, activities, policies, and/or practices in the District.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active. An impairment that is temporary in nature does not constitute a disability for purposes of Section 504 unless its severity is such that it results in a substantial limitation of one or more major life activities for an extended period of time. The issue of whether a temporary impairment is substantial enough to be a disability must be resolved on a case-by-case basis, taking into consideration both the duration (or expected duration) of the impairment and the extent to which it actually limits a major life activity of the affected individual.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, health care plans, equipment or appliances, low-vision devices (not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aids and cochlear implants or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, assistive technology, reasonable accommodations or auxiliary aids or services, or learned behavioral or adaptive neurological modifications.

With respect to public preschool, elementary and secondary educational services, a qualified person with a disability means a disabled person:

- A. who is of an age during which nondisabled persons are provided educational services;
- B. is of any age during which it is mandatory under Florida law to provide educational services to disabled persons; or
- C. to whom the State is required to provide a free appropriate public education pursuant to the Individuals with Disabilities Education Improvement Act (IDEIA).

With respect to vocational education services, a qualified person with a disability means a disabled person who meets the academic and technical standards requisite to admission or participation in the vocational program or activity.

District Compliance Officer(s)

The following person(s) is/are designated as the District ~~Section 504~~ Compliance Officer(s)/~~ADA Coordinator(s)~~ ("~~District~~ Compliance Officer(s)") for receiving complaints pertaining to Section 504 and/or the ADA:

Name(s) and/or Title(s): _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

~~[NOTE: School districts may want to consider appointing both a male and a female compliance officer in order to provide complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. Additionally, by appointing two (2) compliance officers, there should always be a compliance officer available to investigate a claim that pertains to the other compliance officer.]~~

James A. Robison, _____
Psy.D. _____

(Name) (Name)

District Section 504 _____
Coordinator _____

(School District Title) (School District Title)

(772) 564- _____
5949 _____

(Telephone Number) (Telephone Number)

1990 – 25th Street, Vero Beach, Florida _____
32960 _____

(Office Address) (Office Address)

Jamie.robison@indianriverschools.org _____

(E-mail) (E-mail)

The name(s), title(s), and contact information of this/these individual(s) will be published annually:

- in the staff handbooks.
- in the School District annual report to the public.
- on the School District's web site.
- on each individual school's web site.

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

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in the School District's calendar

in the Positive School Climate and Code of Student
Conduct.

The ~~District~~ Compliance Officer(s) ~~[is]~~ ~~[are]~~ responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the ADA. A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from the ~~District~~ Compliance Officer. Additionally the Compliance Officer will:

- Ensure compliance with public notice requirements.
- Establish and monitor the Section 504 referral, identification, and placement process.
- Develop a child-find brochure describing Indian River County's implementation procedures.
- Revise, as needed, implementation procedures to comply with changes to the statute, regulations or OCR policy interpretation.
- Provide information to the community at large that explains, publicizes, and promotes compliance with 504.
- Ensure the availability of a Section 504 grievance process.
- Serve as the School District of Indian River County's liaison with Florida Department of Education regarding matters related to Section 504.
- Serve as the School District of Indian River County's liaison with the Office for Civil Rights.
- Inform the Superintendent, Executive Director of Exceptional Student Education and Student Services, and/or other administrators of unresolved student/parent issues.

The ~~District~~ Compliance Officer(s) will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints.

The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA. The Board will further establish and implement a system of procedural safeguards in accordance with Section 504, including the right to an impartial due process hearing.

Complaint Procedures

If a student believes that s/he has been excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of his/her disability, the student and his/her parents, or the eligible student, may utilize the complaint procedures set forth in Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

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Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC

At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the ADA, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission ("EEOC").

Appealing to OCR/Florida Commission on Human Relations/EEOC

If the complainant is not satisfied with the Superintendent's decision, the complainant will have an additional ~~30~~ **sixty (60)** ~~30~~ days to appeal the decision to the United States Department of Education Office of Civil Rights, Florida Commission on Human Relations, or the Equal Employment Opportunity Commission.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Training

The ~~District~~ Compliance Officer~~(s)~~ will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative procedures and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities. This includes, but is not limited to, providing accommodations to parents with disabilities who desire access to their child's educational program or meetings pertinent thereto. Programs and activities will be designed and scheduled so that the location and nature of the facility or area will not deny a student with a disability the opportunity to participate on the same basis as students without disabilities.

Education

The Board is committed to identifying, evaluating, and providing a free appropriate public education (FAPE) to students within its jurisdiction who are disabled within the definition of Section 504, regardless of the nature or severity of their disabilities.

If a student has a physical or mental impairment that significantly limits one (1) or more major life activities, the Board will provide the student with a free appropriate public education. An appropriate education may include regular or special education and related aids and services to accommodate the unique needs of students with disabilities. For disabled students who are not eligible for specially designed instruction under the IDEIA, the related aids and services (including accommodations/modifications/interventions) they need in order to have their needs met as adequately as the needs of nondisabled students are met, shall be delineated, along with their placement, in a Section 504 Plan (~~Form 2260.01A-F13~~). Parents/Guardians/Custodians ("parents") are invited and encouraged to participate fully in the evaluation process and development of a Section 504 Plan.

The Board is committed to educating (or providing for the education of) each qualified person with a disability who resides within the District with persons who are not disabled to the maximum extent appropriate.

Generally, the District will place a person with a disability in the regular educational environment unless it is demonstrated that the education of the person in the regular environment even with the use of supplementary aids and services cannot be achieved satisfactorily. If the District places a person in a setting other than the regular educational environment, it shall take into account the proximity of the alternate setting to the person's home.

Non-academic Extra-Curricular Services

The District will provide non-academic extracurricular services and activities in such a manner as is necessary to afford qualified persons with disabilities an equal opportunity for participation in such services and activities. Nonacademic and extracurricular services and activities may include counseling services, physical recreational athletics, transportation, health services, recreational activities, special interests groups or clubs sponsored by the District, referrals to agencies that provide assistance to persons with disabilities, and employment of students. At no time should any school personnel counsel students with disabilities toward more restrictive career objectives due to their disabilities. All qualified students with disabilities shall be provided equal opportunity to participate and compete in all physical education courses. Students with disabilities must only be provided physical education and athletic activities that are separate or different from those offered students without disabilities if the separation or differentiation is consistent with the requirements of federal and state laws. In providing or arranging for the provision of meals and recess periods, and nonacademic and extracurricular services and activities, including those listed above, the District will verify that persons with disabilities participate with persons without disabilities in such services and activities to the maximum extent appropriate.

Notice

Notice of the Board's policy on nondiscrimination in education practices and the identity of the ~~District's~~ Compliance Officer(s) will be posted throughout the District, and published in the District's recruitment statements or general information publications.

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

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34 C.F.R. Part 104

29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended

42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

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1 ~~B. — Step 2~~

2
3 ~~The student (or parents) must give the principal written and signed~~
4 ~~harassment grievance notification no later than thirty (30) days after~~
5 ~~the date of the event giving rise to the grievance. This event is the~~
6 ~~initial response by a school official to an accusation of harassment.~~
7 ~~A copy of the grievance is to be given to any other person involved.~~
8 ~~This should describe the problem and give all the facts. The student~~
9 ~~should tell what would be the best solution to the problem. The~~
10 ~~principal should make a decision within seven (7) days.~~

11 ~~C. — Step 3~~

12
13 ~~If a student does not agree with the principal's decision, his/her~~
14 ~~parents may send another harassment grievance, just as in Step 2,~~
15 ~~to the Superintendent. A copy of the grievance is to be given to the~~
16 ~~principal. This must be done within seven (7) days after receiving~~
17 ~~the principal's decision. The Superintendent will make a decision~~
18 ~~within seven (7) days after receiving the grievance.~~

19 ~~D. — Step 4~~

20
21 ~~If the parents of the student do not agree with the Superintendent's~~
22 ~~decision, they may send the harassment grievance to the Board~~
23 ~~within seven (7) school days after they receive the Superintendent's~~
24 ~~decision. A copy of the harassment grievance is to be given to the~~
25 ~~Superintendent. The Board will take action at its next regularly~~
26 ~~scheduled meeting. The Board will communicate its decision to the~~
27 ~~grieving party within thirty (30) days.~~

28 ~~F.S. 1000.05~~
29 ~~Titles VI, VII, and IX of the Civil Rights Act 1964~~
30 ~~Section 504 of the Education Amendments of 1972~~
31 ~~American's with Disabilities Act, Public Law 101 336~~

32 ~~© NEOLA 2007~~

RECORDING OF IEP TEAM MEETINGS

~~[SELECT OPTION # 1 OR OPTION # 2]~~

~~[OPTION #1]~~

- In order to facilitate parents' ability to fully participate in the IEP process, parents of students with disabilities are ordinarily permitted to record IEP Team meetings in accordance with the following procedures:
- A. Parents wishing to record an IEP Team meeting must utilize their own recording device and provide two (2) school days notice to the District prior to the date of the scheduled IEP Team meeting.
 - B. If parent(s) elects to record an IEP Team meeting, the District will also record the meeting.

~~[OPTION #2]~~

- ~~{}~~ The recording of IEP Team meetings is prohibited unless a parent, authorized representative of a parent, or IEP team member, is unable to understand or meaningfully participate in the IEP process or the planning of the relevant student's education due to a disability, language barrier, or some other impairment.
- A. If a parent believes that recording an IEP Team meeting is necessary, s/he should notify the _____ [principal or Director of Student Services or Director of Special Education] in writing, preferably at least two (2) school days before the IEP Team meeting, of his/her desire to record the meeting and the reason the recording is required. The _____ will notify the parent at least one (1) school day before the meeting if s/he intends to grant or deny the parent's request to record the meeting.

- ~~B. If the District representative denies the request, s/he will state in writing the reasons for the denial. Authorized exceptions to the general prohibition against the recording of IEP Team meetings involve situations when a parent, or authorized representative of a parent, or other IEP Team member, is unable to understand or meaningfully participate in the IEP process or the planning of the relevant student's education due to a disability, language barrier, or some other impairment. If a parent is permitted to record the meeting, s/he must use his/her own recording device and the District will similarly record the meeting.~~

~~**[END OF OPTIONS]**~~

For purposes of this policy, a recording is defined as the capture of ~~[] moving visual images~~, ~~[End of option]~~ voices, and other ambient sound electronically, digitally, or by any other means for the purpose of retrieval and review.

- Video recording an IEP Team meeting is strictly prohibited.

OR

- ~~Recording moving visual images [RJ] at an IEP meeting is strictly prohibited.~~

The requirements of this policy shall not be interpreted to be in conflict with the provisions of Policy 5136 - Wireless Communication Devices as it pertains to recordings. Moreover, the requirements of this policy shall not be interpreted to extend to school-sponsored public events where there can be no expectation of privacy. A school-sponsored public event is any school-related activity, whether free or at which an admission fee is charged, that members of the public may attend. These include, but are not limited to, athletic competition, plays, musical performances, awards ceremonies, and graduation. See Policy 9160 - Public Attendance at School Events for additional information about restrictions on recording at such events.

If the District audio records an IEP Team meeting, the resulting recording shall become a part of the student's educational record and will be maintained in accordance with State and Federal law.

34 C.F.R. 300.322 and 300.501
F.S. 1003.57
F.A.C. 6A-6.03311

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2 Internal complaints must be put in writing and must identify the specific
3 circumstances or areas of dispute that have given rise to the complaint, and offer
4 possible solutions to the dispute. The complaint must be filed with a compliance
5 officer within the time limits specified below. The compliance officer is available to
6 assist individuals in filing a complaint.

7
8 **Internal Complaint Procedure**

9
10 The following internal complaint procedure is available to employees for the prompt
11 and equitable resolution of complaints alleging discrimination based upon disability.
12 This complaint procedure is not available to unsuccessful applicants. Use of the
13 internal complaint procedure is not a prerequisite to the pursuit of other remedies,
14 including the filing of a complaint with the U.S. Department of Education's Office for
15 Civil Rights, the Florida Commission on Human Relations, or the Equal Employment
16 Opportunity Commission.

- 17
- A. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the compliance officer.

 - B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the compliance officer for good cause.

 - C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written disposition of the complaint within ten (10) work days. If no decision is rendered within ten (10) work days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent. The compliance officer shall maintain the District's files and records relating to the complaint.

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D. The Superintendent will, within ten (10) work days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

The Superintendent will render his/her decision within ten (10) work days of the hearing.

E. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

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If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC

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At any time, if an employee believes that s/he has been subjected to unlawful discrimination, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations (FCHR), or the Equal Employment Opportunity Commission ("EEOC").

1
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3
4 **Appealing to OCR/Florida Commission on Human Relations/EEOC**

5
6 If the complainant is not satisfied with the Superintendent's decision, the
7 complainant will have an additional sixty (60) days to appeal the decision to the
8 United States Department of Education Office of Civil Rights, Florida Commission on
9 Human Relations, or the Equal Employment Opportunity Commission.

10
11 **Retaliation**

12
13 Retaliation against a person who makes a report or files a complaint alleging
14 unlawful discrimination, or participates as a witness in an investigation, is
15 prohibited. Specifically, the Board will not discriminate/retaliate against, coerce,
16 intimidate, threaten or interfere with any individual because the person opposed any
17 act or practice made unlawful by Section 504 or the ADA, or because that individual
18 made a charge, testified, assisted or participated in any manner in an investigation,
19 proceeding, or hearing under those laws, or because that individual exercised,
20 enjoyed, aided or encouraged any other person in the exercise or enjoyment of any
21 right granted or protected by those laws.

22
23 **Training**

24
25 The compliance officers will also oversee the training of employees in the District so
26 that all employees understand their rights and responsibilities under Federal and
27 State law, and are informed of the Board's policies and practices with respect to fully
28 implementing and complying with the requirements of Federal and State law.

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Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the compliance officers will be posted throughout the District, and published in the District's recruitment statements or general information publications as required by Federal and State law and this policy.

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3
4 **Internal Complaint Procedure**
5

6 The following internal complaint procedure is available to employees for the prompt
7 and equitable resolution of complaints alleging discrimination based upon disability.
8 This complaint procedure is not available to unsuccessful applicants. Use of the
9 internal complaint procedure is not a prerequisite to the pursuit of other remedies,
10 including the filing of a complaint with the U.S. Department of Education's Office for
11 Civil Rights, the Florida Commission on Human Relations, or the Equal Employment
12 Opportunity Commission.
13

- A. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the compliance officer.
- B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the compliance officer for good cause.
- C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written disposition of the complaint within ten (10) work days. If no decision is rendered within ten (10) work days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent. The compliance officer shall maintain the District's files and records relating to the complaint.

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D. The Superintendent will, within ten (10) work days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

The Superintendent will render his/her decision within ten (10) work days of the hearing.

E. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

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If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC

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At any time, if an employee believes that s/he has been subjected to unlawful discrimination, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations (FCHR), or the Equal Employment Opportunity Commission ("EEOC").

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3
4 **Appealing to OCR/Florida Commission on Human Relations/EEOC**

5
6 If the complainant is not satisfied with the Superintendent's decision, the
7 complainant will have an additional sixty (60) days to appeal the decision to the
8 United States Department of Education Office of Civil Rights, Florida Commission on
9 Human Relations, or the Equal Employment Opportunity Commission.

10
11 **Retaliation**

12
13 Retaliation against a person who makes a report or files a complaint alleging
14 unlawful discrimination, or participates as a witness in an investigation, is
15 prohibited. Specifically, the Board will not discriminate/retaliate against, coerce,
16 intimidate, threaten or interfere with any individual because the person opposed any
17 act or practice made unlawful by Section 504 or the ADA, or because that individual
18 made a charge, testified, assisted or participated in any manner in an investigation,
19 proceeding, or hearing under those laws, or because that individual exercised,
20 enjoyed, aided or encouraged any other person in the exercise or enjoyment of any
21 right granted or protected by those laws.

22
23 **Training**

24
25 The compliance officers will also oversee the training of employees in the District so
26 that all employees understand their rights and responsibilities under Federal and
27 State law, and are informed of the Board's policies and practices with respect to fully
28 implementing and complying with the requirements of Federal and State law.
29

1 The Superintendent shall appoint and publicize the name of the compliance officer(s)
2 who is/are responsible for coordinating the district's efforts to comply with
3 applicable Federal and State laws and regulations, including the District's duty to
4 address in a prompt and equitable manner any inquiries or complaints regarding
5 discrimination or denial of equal access. The ~~Compliance Officer(s)~~Superintendent
6 shall also verify that proper notice of nondiscrimination for Title II of the Americans
7 with Disabilities Act (as amended), Title VI, and Title VII of the Civil Rights Act of
8 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the
9 Rehabilitation Act of 1973 (as amended), Americans with Disabilities Act of 1990,
10 and the Age Discrimination in Employment Act will be provided to staff members
11 and the general public. Any sections of the District's collectively-bargained
12 agreements dealing with hiring, promotion, and tenure will contain a statement of
13 nondiscrimination similar to that in the Board's statement above.

14 F.S. 1000.05
15 20 U.S.C. 1681 et seq., Title IX
16 29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
17 29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended
18 42 U.S.C. 2000e, et seq., Civil Rights Act of 1964
19 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
20 42 U.S.C. 12112, Americans with Disabilities Act of 1990, as amended
21 29 C.F.R. Part 1635

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1 PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT

2 The School Board prohibits discrimination against any employee or applicant based
3 upon his/her disability. As such, the Board will not engage in employment practices
4 or adopt policies that discriminate on the basis of disability, or otherwise
5 discriminate against qualified individuals with disabilities in regard to job
6 application procedures, the hiring, advancement or discharge of employees,
7 employee compensation, job training, or other terms, conditions and privileges of
8 employment. The Board further will not limit, segregate or classify applicants or
9 employees in any way that adversely affects their opportunities or status because of
10 disability. Additionally, the Board will not participate in any contractual or other
11 relationships that have the effect of subjecting qualified individuals with disabilities
12 who are applicants or employees to discrimination on the basis of disability.

13 "An individual with a disability" means a person who has, had a record of, or is
14 regarded as having, a physical or mental impairment that substantially limits one or
15 more major life activities. Major life activities are functions such as caring for one's
16 self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing,
17 lifting, bending, speaking, breathing, learning, reading, concentrating, thinking,
18 communicating, sitting, reaching, interacting with others, and working.

19 Major life activities also include the operation of a major bodily function, including,
20 but not limited to, functions of the immune system, special sense organs and skin,
21 normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain,
22 respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and
23 reproductive functions. The operation of a major bodily function includes the
24 operation of an individual organ within a body system.

25 An impairment that is episodic in nature or in remission is considered a disability if
26 it would substantially limit a major life activity when active.

27 The determination of whether an impairment substantially limits a major life activity
28 must be made without regard to the ameliorative effects of mitigating measures such
29 as medication, medical supplies, equipment or appliances, low-vision devices
30 (defined as devices that magnify, enhance, or otherwise augment a visual image, but
31 not including ordinary eyeglasses or contact lenses), prosthetics (including limbs
32 and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing
33 devices, mobility devices, oxygen therapy equipment or supplies, use of assistive
34 technology, reasonable accommodations or "auxiliary aides or services," learned
35 behavioral or adaptive neurological modifications, psychotherapy, behavioral
36 therapy, or physical therapy.

1 A qualified person with a disability means the individual satisfies the requisite skill,
2 experience, education and other job-related requirements of the employment
3 position such individual holds or desires and, with or without reasonable
4 accommodation, can perform the essential functions of the job in question.

5 The Board will provide a reasonable accommodation to a qualified individual who
6 has an actual disability or who has a record of a disability, unless the
7 accommodation would impose an undue hardship on the operation of the District's
8 program and/or activities. A reasonable accommodation is not necessarily required
9 for an individual who is merely regarded as having a disability.

10 District Compliance Officers

11 The following persons are designated as the District Section 504 Compliance
12 Officers/ADA Coordinators ("District Compliance Officers"):

13 Title: Executive Director of Human Resources
14 Executive Director of Exceptional Education and Student Services

15 Address: 1990 25th Street
16 Vero Beach, Florida 32960

17 Phone: 772-564-3000

18 Fax: 772-569-2360

19

20 The name(s), title(s), and contact information of this/these individual(s) will be
21 published annually on the District's website

22

23 The District Compliance Officers are responsible for coordinating the District's
24 efforts to comply with and fulfill its responsibilities under Section 504 and Title II of
25 the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and
26 the ADA, including copies of their implementing regulations, may be obtained from
27 either of the District Compliance Officers.

28 The District Compliance Officers will oversee the investigation of any complaints of
29 discrimination based on disability, which may be filed pursuant to the Board's
30 adopted internal complaint procedure, and will attempt to resolve such complaints.
31 The Board will provide for the prompt and equitable resolution of complaints alleging
32 violations of Section 504/ADA. ~~(See also Policy 3122.04—Complaint Procedures~~
33 ~~Related to Alleged Discrimination in Employment)~~

1 **Complaint Procedures**

2
3 If a person believes that s/he has been discriminated against on the basis of his/her
4 disability in regard to job application procedures, the hiring, advancement or
5 discharge of employees, employee compensation, job training, or other terms,
6 conditions and privileges of employment, the person may utilize the complaint
7 procedures set forth in Policy 3122 - Nondiscrimination and Equal Employment
8 Opportunity as a means of reaching, at the lowest possible administrative level, a
9 prompt and equitable resolution of the matter.
10

1
2
3
4 **Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC**
5

6 At any time, if an employee believes that s/he has been subjected to discrimination
7 based upon his/her disability in violation of Section 504 or the ADA, the individual
8 may file a complaint with the U.S. Department of Education's Office for Civil Rights
9 ("OCR"), the Florida Commission on Human Relations, or the Equal Employment
10 Opportunity Commission ("EEOC").
11

12 **Appealing to OCR/Florida Commission on Human Relations/EEOC**
13

14 If the complainant is not satisfied with the Superintendent's decision, the
15 complainant will have an additional sixty (60) days to appeal the decision to the
16 United States Department of Education Office of Civil Rights, Florida Commission on
17 Human Relations, or the Equal Employment Opportunity Commission.
18

19 **Retaliation**
20

21 Retaliation against a person who makes a report or files a complaint alleging
22 unlawful discrimination, or participates as a witness in an investigation, is
23 prohibited. Specifically, the Board will not discriminate/retaliate against, coerce,
24 intimidate, threaten or interfere with any individual because the person opposed any
25 act or practice made unlawful by Section 504 or the ADA, or because that individual
26 made a charge, testified, assisted or participated in any manner in an investigation,
27 proceeding, or hearing under those laws, or because that individual exercised,
28 enjoyed, aided or encouraged any other person in the exercise or enjoyment of any
29 right granted or protected by those laws.
30

31 **Training**

32 The District Compliance Officers will also oversee the training of employees in the
33 District so that all employees understand their rights and responsibilities under
34 Section 504 and the ADA, and are informed of the Board's policies, administrative
35 procedures and practices with respect to fully implementing and complying with the
requirements of Section 504/ADA.

36 The Board will provide in-service training and consultation to staff responsible for
37 the education of persons with disabilities, as necessary and appropriate.

38 **Facilities**

39 No qualified person with a disability will, because the District's facilities are
40 inaccessible to or unusable by persons with disabilities, be denied the benefits of, be
41 excluded from participation in, or otherwise be subjected to discrimination under
42 any program or activity to which Section 504/ADA applies.

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1 For facilities constructed or altered after June 3, 1977, the District will comply with
2 applicable accessibility standards. For those existing facilities constructed prior to
3 June 3, 1977, the District is committed to operating its programs and activities so
4 that they are readily accessible to persons with disabilities.

5 Notice

6 Notice of the Board's policy on nondiscrimination in employment practices and the
7 identity of the District's Compliance Officers will be posted throughout the District,
8 and published in the District's recruitment statements or general information
9 publications.

10 29 C.F.R. Part 1630
11 29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended
12 34 C.F.R. Part 104
13 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

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1 ~~Internal complaints must be in writing and must identify the specific circumstances~~
2 ~~or areas of dispute that have given rise to the complaint, and offer possible solutions~~
3 ~~to the dispute. Anonymous complaints will not be accepted. The complaint must be~~
4 ~~filed with a DCO, or with the Superintendent if the alleged harasser is one of the~~
5 ~~DCOs, within the time limits specified below. A DCO, or the Superintendent if the~~
6 ~~alleged harasser is one of the DCOs, is available to assist individuals in filing a~~
7 ~~complaint.~~

8 Internal Complaint Procedure

9 ~~The following internal complaint procedure is available to employees for the prompt~~
10 ~~and equitable resolution of complaints alleging discrimination in employment based~~
11 ~~upon protected classes.~~

12 ~~This complaint procedure is not available to unsuccessful applicants. Use of the~~
13 ~~internal complaint procedure is not a prerequisite to the pursuit of other remedies,~~
14 ~~including the filing of a complaint with the U.S. Department of Education's Office for~~
15 ~~Civil Rights, the Florida Commission on Human Relations, and/or any other State or~~
16 ~~Federal agencies responsible for investigating complaints of discrimination. An~~
17 ~~employee who files a complaint must continue to perform his/her duties in a~~
18 ~~competent manner during the time his/her complaint is pending. Employees who~~
19 ~~knowingly submit false complaints may be subject to disciplinary action.~~

20 ~~A. An employee with a complaint based on alleged discrimination in~~
21 ~~employment may first discuss the problem with the DCO or his/her~~
22 ~~designee. If the alleged discrimination was committed by one of the~~
23 ~~DCOs, the employee may first discuss the matter with the~~
24 ~~Superintendent.~~

25 ~~B. If the informal discussion does not resolve the matter, or if the~~
26 ~~employee skips Step A, the individual may file a formal written~~
27 ~~complaint with a DCO, or with the Superintendent if the alleged~~
28 ~~harasser is the DCO. The written complaint must contain the name~~
29 ~~and address of the individual or representative filing the complaint,~~
30 ~~be signed by the complainant, describe the alleged discriminatory~~
31 ~~action in sufficient detail to inform the DCO, or Superintendent if~~
32 ~~the alleged harasser is the DCO, of the nature and date of the~~
33 ~~alleged violation, and propose a resolution. The complaint must be~~
34 ~~filed within thirty (30) calendar days of the circumstances or event~~
35 ~~giving rise to the complaint, unless the time for filing is extended by~~
36 ~~the DCO, or the Superintendent if the alleged harasser is one of the~~
37 ~~DCOs, for good cause.~~

1 C. ~~The DCO or his/her designee, or the Superintendent if the alleged~~
2 ~~harasser is one of the DCOs, will conduct an independent~~
3 ~~investigation of the matter, which may or may not include a hearing.~~
4 ~~This complaint procedure contemplates an informal, thorough~~
5 ~~investigation that affords all interested persons and their~~
6 ~~representatives, if any, an opportunity to present witnesses and~~
7 ~~other evidence relevant to the complaint. The DCO, or~~
8 ~~Superintendent if the alleged harasser is the DCO, will provide the~~
9 ~~complainant with a written disposition of the complaint within~~
10 ~~ten (10) workdays.~~

11
12 ~~If no decision is rendered by the DCO within ten (10) workdays, or~~
13 ~~the decision of the DCO is unsatisfactory in the opinion of the~~
14 ~~complainant, the employee may file, in writing, an appeal with the~~
15 ~~Superintendent. The DCO, or Superintendent if the alleged~~
16 ~~harasser is the DCO, shall maintain the District's files and records~~
17 ~~relating to the complaint.~~

18 D. ~~The Superintendent will, within ten (10) workdays of receiving the~~
19 ~~written appeal, conduct a hearing with all parties involved in an~~
20 ~~attempt to resolve the complaint.~~

21
22 ~~The Superintendent will render his/her decision within ten (10)~~
23 ~~workdays of the hearing.~~

24 E. ~~If the Superintendent is the subject of the complaint, then the~~
25 ~~complaint shall be forwarded to the Board Chairman and the Board~~
26 ~~Attorney, and the Chairman and the Board Attorney shall confer~~
27 ~~regarding the appropriate disposition and procedures for handling~~
28 ~~the complaint. The Chairman, acting with the advice of the Board~~
29 ~~Attorney, shall have the right to require the complainant to provide~~
30 ~~additional information if s/he is unable to understand the nature or~~
31 ~~the sufficiency of the complaint.~~

32 F. ~~The employee may be represented, at his/her own cost, at any of the~~
33 ~~above described meetings/hearings.~~

34 G. ~~The right of a person to a prompt and equitable resolution of the~~
35 ~~complaint shall not be impaired by the person's pursuit of other~~
36 ~~remedies such as the filing of a complaint with the Office for Civil~~
37 ~~Rights, any other State or Federal agencies responsible for~~
38 ~~investigating complaints of discrimination, or the filing of a case in a~~
39 ~~court of competent jurisdiction. Use of this internal complaint~~
40 ~~procedure is not a prerequisite to the pursuit of other remedies.~~

1 H. ~~In accordance with F.S. Chapter 119, complaints and other records~~
2 ~~created in relation to any internal complaint of discrimination will~~
3 ~~remain confidential until a finding is made relating to probable~~
4 ~~cause, the investigation of the complaint becomes inactive, or the~~
5 ~~complaint or other record is made part of the official record of any~~
6 ~~hearing or court proceeding.~~

7 Federal and/or State Complaint

8 ~~At any time, if an employee believes that s/he has been subjected to discrimination~~
9 ~~with regard to the terms or conditions of his or her employment, the individual may~~
10 ~~file a complaint with the U.S. Department of Education's Office for Civil Rights~~
11 ~~("OCR"), the Florida Commission on Human Relations (FCHR), and/or any other~~
12 ~~State or Federal agencies responsible for investigating complaints of discrimination.~~

13 ~~The OCR can be reached at:~~

14 ~~—— U.S. Department of Education~~
15 ~~Office for Civil Rights~~
16 ~~U.S. Department of Health and Human Services~~
17 ~~Sam Nunn Atlanta Federal Center, Suite 19T70~~
18 ~~61 Forsyth Street S.W.~~
19 ~~Atlanta, Georgia 30303-8909~~
20 ~~FAX: (404) 562-7881~~
21 ~~TDD: (404) 562-7884~~
22 ~~E-mail: OCR@ed.gov~~
23 ~~Web: http://www.ed.gov/ocr~~

24 ~~The FCHR can be reached at:~~

25 ~~—— Florida Commission on Human Relations~~
26 ~~2009 Apalachee Parkway, Suite 100~~
27 ~~Tallahassee, FL 32301~~
28 ~~Phone: (850) 488-7082~~
29 ~~Toll Free: (800) 342-8170~~
30 ~~Fax: (850) 488-5291~~
31 ~~The Florida Relay Service Voice (statewide) 711~~
32 ~~TDD ASCII: (800) 955-1339~~
33 ~~TDD Baudot: (800) 955-8771~~
34 ~~E-mail: fchrinfo@fchr.myflorida.com~~
35 ~~Website: http://fchr.state.fl.us~~

1 Prohibition Against Retaliation

2 ~~The School Board will not discriminate against, coerce, intimidate, threaten or~~
3 ~~interfere with any individual because the person opposed any act or practice made~~
4 ~~unlawful by Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Title IX of~~
5 ~~the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of~~
6 ~~1973, Americans with Disabilities Act of 1990, as amended, the Age Discrimination~~
7 ~~in Employment Act of 1967, the Equal Pay Act of 1963, the Pregnancy~~
8 ~~Discrimination Act of 1973, the Family Medical Leave Act of 1993, the Genetic~~
9 ~~Information Nondiscrimination Act of 2008, and their implementing regulations, the~~
10 ~~Florida Civil Rights Act of 1992, and/or the Florida Educational Equity Act, or~~
11 ~~because that individual made a charge, testified, assisted or participated in any~~
12 ~~manner in an investigation, proceeding, or hearing under the aforementioned laws~~
13 ~~or implementing regulations, or because that individual exercised, enjoyed, aided or~~
14 ~~encouraged any other person in the exercise or enjoyment of any right granted or~~
15 ~~protected by the aforementioned laws or their implementing regulations.~~

16 ~~F.S. 760.01 through 760.11 (and 509.092), Florida Civil Rights Act of 1992~~

17 ~~F.S. 448.07~~

18 ~~F.S. 448.075, 760.50~~

19 ~~F.S. 553.501 et seq., Florida Americans With Disabilities Accessibility~~

20 ~~Implementation Act~~

21 ~~F.S. 553.514~~

22 ~~F.S. 1000.05, Florida Educational Equity Act~~

23 ~~F.S. 1001.41, 1001.43~~

24 ~~F.A.C. 6A 19~~

25 ~~29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended~~

26 ~~42 U.S.C. 2000a, Title II of the Civil Rights Act of 1964, as amended~~

27 ~~42 U.S.C. 2000d, Title VI of the Civil Rights Act of 1964, as amended~~

28 ~~42 U.S.C. 2000e, Title VII of the Civil Rights Act of 1964, as amended~~

29 ~~42 U.S.C. 2000ff, the Genetic Information Nondiscrimination Act of 2008~~

30 ~~42 U.S.C. 12101, et seq., the Americans with Disabilities Act of 1990, as amended~~

31 ~~29 U.S.C. 2601, et seq., the Family Medical Leave Act of 1993, as amended~~

32 ~~29 U.S.C. 621, et seq., the Age Discrimination in Employment Act of 1967, as~~

33 ~~amended~~

34 ~~29 U.S.C. 206(d), the Equal Pay Act of 1963, as amended~~

35 ~~20 U.S.C. 1681-1688, Title IX of the Education Amendment Act of 1972~~

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1

ANTI-HARASSMENT

General Policy Statement

3 It is the policy of the School Board to maintain an education and work environment
4 which is free from all forms of unlawful harassment, including sexual harassment.
5 This commitment applies to all School District operations, programs, and activities.
6 All students, administrators, teachers, staff, and all other school personnel share
7 responsibility for avoiding, discouraging, and reporting any form of unlawful
8 harassment. This policy applies to unlawful conduct occurring on school property,
9 or at another location if such conduct occurs during an activity sponsored by the
10 Board.

11 The ~~Board~~ Superintendent will vigorously enforce its prohibition against harassment
12 ~~based on~~ the basis of race, color, national origin, sex (including sexual orientation or
13 transgender identity), disability (including HIV, AIDS, or sickle cell trait, race, color,
14 ethnicity, national origin, religion, marital status, disability ~~age (except as authorized~~
15 by law), religion, military status, ancestry, or, genetic information, which are classes
16 protected by State and/or Federal law (collectively, "protected classes") or any other
17 legally prohibited basis, and encourages those within the School District community
18 as well as third parties, who feel aggrieved to seek assistance to rectify the problems.
19 The ~~Board~~ Superintendent will investigate all allegations of unlawful harassment
20 and in those cases where legally prohibited harassment is substantiated, the ~~Board~~
21 Superintendent will take immediate steps to end the harassment. Individuals who
22 are found to have engaged in unlawful harassment will be subject to appropriate
23 disciplinary action.

24 For purposes of this policy, "School District community" means students,
25 administrators, teachers, staff, and all other school personnel, including Board
26 members, agents, volunteers, contractors, or other persons subject to the control
27 and supervision of the Board.

28 For purposes of this policy, "third parties" include, but are not limited to, guests
29 and/or visitors on School District property (e.g., visiting speakers, participants on
30 opposing athletic teams, parents), vendors doing business with, or seeking to do
31 business with, the Board, and other individuals who come in contact with members
32 of the School District community at school-related events/activities (whether on or
33 off School District property).

Other Violations of the Anti-Harassment Policy

35 The ~~Board~~ Superintendent will also take immediate steps to impose disciplinary
36 action on individuals engaging in any of the following prohibited acts:

- 1 A. Retaliating against a person who has made a report or filed a
- 2 complaint alleging unlawful harassment, or who has participated as
- 3 a witness in a harassment investigation.

1 B. Filing a malicious or knowingly false report or complaint of
2 harassment.

3 C. Disregarding, failing to investigate adequately, or delaying
4 investigation of allegations of unlawful harassment, when
5 responsibility for reporting and/or investigating unlawful
6 harassment charges comprises part of one's supervisory duties.

7 **Definitions**

8 **Sexual Harassment**

9 Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational
10 Amendments of 1972, "sexual harassment" is defined as:

11 Unwelcome sexual advances, requests for sexual favors, and other verbal or physical
12 conduct of a sexual nature, when:

13 A. Submission to such conduct is made either implicitly or explicitly a
14 term or condition of an individual's employment, or status in a
15 class, educational program, or activity;

16 B. Submission or rejection of such conduct by an individual is used as
17 the basis for employment or educational decisions affecting such
18 individual;

19 C. Such conduct has the purpose or effect of interfering with the
20 individual's work or educational performance; of creating an
21 intimidating, hostile, or offensive working, and/or learning
22 environment; or of interfering with one's ability to participate in or
23 benefit from a class or an educational program or activity.

24 Sexual harassment may involve the behavior of a person of either gender against a
25 person of the same or opposite gender.

26 Prohibited acts that constitute sexual harassment may take a variety of forms.
27 Examples of the kinds of conduct that may constitute sexual harassment include,
28 but are not limited to:

29 A. Unwelcome sexual propositions, invitations, solicitations, and
30 flirtations.

31 B. Physical assault.

- 1 C. Threats or insinuations that a person's employment, wages,
2 academic grade, promotion, classroom work or assignments,
3 academic status, participation in athletics or extra-curricular
4 programs or events, or other conditions of employment or education
5 may be adversely affected by not submitting to sexual advances.
- 6 D. Unwelcome verbal expressions of a sexual nature, including graphic
7 sexual commentaries about a person's body, dress, appearance, or
8 sexual activities; the unwelcome use of sexually degrading language,
9 jokes or innuendoes; unwelcome suggestive or insulting sounds or
10 whistles; obscene telephone calls.
- 11 E. Sexually suggestive objects, pictures, videotapes, audio recordings,
12 or literature, placed in the work or educational environment, which
13 may embarrass or offend individuals.
- 14 F. Unwelcome and inappropriate touching, patting, or pinching;
15 obscene gestures.
- 16 G. A pattern of conduct, which can be subtle in nature, that has sexual
17 overtones and is intended to create or has the effect of creating
18 discomfort and/or humiliation to another.
- 19 H. Remarks speculating about a person's sexual activities or sexual
20 history, or remarks about one's own sexual activities or sexual
21 history.
- 22 I. ~~I.~~—Consensual sexual relationships where such relationship leads
23 to favoritism of a subordinate employee with whom the superior is
24 sexually involved and where such favoritism adversely affects other
25 employees or otherwise creates a hostile work environment.
- 26 J. Verbal, nonverbal, or physical aggression, intimidation, or hostility
27 based on sex or sex-stereotyping that does not involve conduct of a
28 sexual nature.
- 29
30 K. Inappropriate boundary invasions by a District employee or other
31 adult member of the School District community into a student's
32 personal space and personal life ~~(see AP 1362)~~.

33 Not all behavior with sexual connotations constitutes unlawful sexual harassment.
34 Conduct must be sufficiently severe, pervasive, and persistent such that it adversely
35 affects an individual's employment or education, or such that it creates a hostile or
36 abusive employment or educational environment.

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- 1 **NOTE: Any teacher, administrator, coach, or other school authority who**
- 2 **engages in sexual conduct with a student may also be guilty of a crime.**

1 **Race/Color Harassment**

2 Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal
3 conduct is based upon an individual's race or color and when the conduct has the
4 purpose or effect of interfering with the individual's work or educational
5 performance; of creating an intimidating, hostile, or offensive working, and/or
6 learning environment; or of interfering with one's ability to participate in or benefit
7 from a class or an educational program or activity. Such harassment may occur
8 where conduct is directed at the characteristics of a person's race or color, such as
9 racial slurs, nicknames implying stereotypes, epithets, and/or negative references
10 relative to racial customs.

11 **Religious (Creed) Harassment**

12 Prohibited religious harassment occurs when unwelcome physical, verbal, or
13 nonverbal conduct is based upon an individual's religion or creed and when the
14 conduct has the purpose or effect of interfering with the individual's work or
15 educational performance; of creating an intimidating, hostile, or offensive working
16 and/or learning environment; or of interfering with one's ability to participate in or
17 benefit from a class or an educational program or activity. Such harassment may
18 occur where conduct is directed at the characteristics of a person's religious
19 tradition, clothing, or surnames, and/or involves religious slurs.

20 **National Origin Harassment**

21 Prohibited national origin harassment occurs when unwelcome physical, verbal, or
22 nonverbal conduct is based upon an individual's national origin and when the
23 conduct has the purpose or effect of interfering with the individual's work or
24 educational performance; of creating an intimidating, hostile, or offensive working
25 and/or learning environment; or interfering with one's ability to participate in or
26 benefit from a class or an educational program or activity. Such harassment may
27 occur where conduct is directed at the characteristics of a person's national origin,
28 such as negative comments regarding customs, manner of speaking, language,
29 surnames, or ethnic slurs.

1 **Disability Harassment**

2 Prohibited disability harassment occurs when unwelcome physical, verbal, or
3 nonverbal conduct is based upon an individual's disability and when the conduct
4 has the purpose or effect of interfering with the individual's work or educational
5 performance of creating an intimidating, hostile, or offensive working and/or
6 learning environment; or with one's ability to participate in or benefit from a class or
7 an educational program or activity. Such harassment may occur where conduct is
8 directed at the characteristics of a person's disabling condition, such as negative
9 comments about speech patterns, movement, physical impairments or
10 defects/appearances, or the like. Such harassment may further occur where
11 conduct is directed at or pertains to a person's genetic information.

12 **Reports and Complaints of Harassing Conduct**

13 Members of the School District community and third parties are encouraged to
14 promptly report incidents of unlawful harassing conduct to an administrator,
15 supervisor or other School District official so that the ~~Board~~ Superintendent may
16 address the conduct before it becomes severe, pervasive, or persistent. Any
17 administrator, supervisor, or other District Official who receives such a complaint
18 shall file it with the District's Anti-Harassment Compliance Officer within two (2)
19 days.

20 Members of the School District community or third parties who believe they have
21 been unlawfully harassed by another member of the School District community or a
22 third party are entitled to utilize the Board's complaint process that is set forth in
23 Policy 1362.02 - Anti-Harassment Complaint Procedure. Initiating a complaint,
24 whether formally or informally, will not adversely affect the complaining individual's
25 employment or participation in educational or extra-curricular programs unless the
26 complaining individual makes the complaint maliciously or with knowledge that it is
27 false. While there are no time limits for initiating complaints of harassment under
28 this policy, individuals should make every effort to file a complaint as soon as
29 possible after the conduct occurs while the facts are known and potential witnesses
30 are available.

31 If, during an investigation of reported act of bullying and/or harassment in
32 accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her
33 designee believes that the reported misconduct may have created a hostile work
34 environment and may have constituted unlawful discriminatory harassment based
35 on sex, race, color, national origin, religion, or disability, the principal or his/her
36 designee will report the act of bullying and/or harassment to one of the Compliance
37 Officers who shall investigate the allegation in accordance with this policy. While
38 the Compliance Officer investigates the allegation, the Principal shall suspend
39 his/her Policy 5517.01 investigation to await the Compliance Officer's written report.

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- 1 The Compliance Officer shall keep the Principal informed of the status of the Policy
- 2 1362 investigation and provide him/her with a copy of the resulting written report.
- 3

1
2
3
4 **Anti-Harassment Compliance Officers**

5
6 The following individuals serve as "Anti-Harassment Compliance Officers" for the
7 District. They are hereinafter referred to as the "Compliance Officers":
8

9 Executive Director for Human Resources
10 Executive Director for Exceptional Student Education and Student Services
11

12 The names, titles, and contact information of these individuals will be published
13 annually on the School District's Website
14

15
16 The names, titles, and/or contact information of the persons presently serving as
17 Compliance Officers may change from time to time, and such changes shall be
18 deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made
19 pursuant to that bylaw.
20

21 A Compliance Officer will be available during regular school/work hours to discuss
22 concerns related to unlawful harassment, to assist students, other members of the
23 School District community, and third parties who seek support or advice when
24 informing another individual about "unwelcome" conduct, or to intercede informally
25 on behalf of the individual in those instances where concerns have not resulted in
26 the filing of a formal complaint and where all parties are in agreement to participate
27 in an informal process.
28

29 Any Board employee who directly observes unlawful harassment of a student is
30 obligated, in accordance with this policy, to report such observations to one of the
31 Anti-Harassment Compliance Officers within two (2) business days. Thereafter, the
32 Compliance Officer or designee must contact the student, if over age eighteen (18) or
33 the student's parents if under the age eighteen (18), within two (2) business days to
34 advise s/he/them of the Superintendent's intent to investigate the alleged
35 misconduct, including the obligation of the compliance officer or designee to conduct
36 an investigation following all the procedures outlined for a formal complaint.
37

38 Compliance Officers are assigned to accept complaints of unlawful harassment
39 directly from any member of the School District community or a visitor to the
40 District, or to receive complaints which are initially filed with a school building
41 administrator. Upon receipt of a complaint either directly or through a school
42 building administrator, the Compliance Officer will begin either an informal or
43 formal process (depending on the request of the member of the School District
44 community alleging harassment), or the Compliance Officer will designate a specific
45 individual to conduct such a process. In the case of a formal complaint, the
46 Compliance Officer will prepare, after consultation with the Board Attorney or
47 Superintendent, recommendations for the Superintendent or will oversee the
48 preparation of such recommendations by a designee. All members of the School

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- 1 District community must report incidents of unlawful harassment which are
- 2 reported to them to a Compliance Officer within five (5) calendar days of learning of
- 3 the incident.
- 4

1
2
3
4 **Investigation and Complaint Procedure**
5

6 Any employee or other member of the School District community or visitor to the
7 District who believes that s/he has been subjected to unlawful harassment may
8 seek resolution of his/her complaint through either the informal or formal
9 procedures as described below. Further, a process for investigating claims of
10 harassment and a process for rendering a decision regarding whether the claim of
11 legally prohibited harassment or retaliation was substantiated are set forth below.
12

13 Due to the sensitivity surrounding complaints of unlawful harassment or retaliation,
14 time lines are flexible for initiating the complaint process; however, individuals
15 should make every effort to file a complaint within thirty (30) calendar days after the
16 conduct occurs while the facts are known and potential witnesses are available.
17 Once the formal complaint process is begun, the investigation will be completed in a
18 timely manner (ordinarily, within fifteen (15) calendar days of the complaint being
19 received).
20

21 The informal and formal procedures set forth below are not intended to interfere
22 with the rights of any individual to pursue a complaint of unlawful harassment or
23 retaliation with the United States Department of Education, Office for Civil Rights,
24 the Florida Civil Rights Commission, or the Equal Employment Opportunity
25 Commission.
26

27 **Informal Complaint Procedure**
28

29 The goal of the informal complaint procedure is to stop inappropriate behavior and
30 to investigate and facilitate resolution through an informal means, if possible. The
31 informal complaint procedure is provided as a less formal option for a student who
32 believes s/he has been unlawfully harassed or retaliated against. This informal
33 procedure is not required as a precursor to the filing of a formal complaint.
34

35 Employees, other members of the School District community, or third parties who
36 believe that they have been unlawfully harassed or retaliated against may initiate
37 their complaint through this informal complaint process, but are not required to do
38 so. The informal process is only available in those circumstances where the parties
39 (alleged target of harassment and alleged harasser(s)) agree to participate in the
40 informal process.
41

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4 Employees, other members of the School District community, or third parties who
5 believe that they have been unlawfully harassed or retaliated against may proceed
6 immediately to the formal complaint process and individuals who seek resolution
7 through the informal procedure may request that the informal process be terminated
8 at any time to move to the formal complaint process.
9

10 However, all complaints of harassment involving a District employee, any other adult
11 member of the School District community, or a third party against a student will be
12 formally investigated.
13

14 As an initial course of action, if an individual feels that s/he is being unlawfully
15 harassed and s/he is able and feels safe doing so, the individual should tell or
16 otherwise inform the harasser that the conduct is unwelcome and must stop. Such
17 direct communication should not be utilized in circumstances involving sexual
18 violence. The complaining individual should address the allegedly harassing
19 conduct as soon after it occurs as possible. The Compliance Officers is available to
20 support and counsel individuals when taking this initial step or to intervene on
21 behalf of the individual if requested to do so. An individual who is uncomfortable or
22 unwilling to inform the harasser of his/her complaint is not prohibited from
23 otherwise filing an informal or a formal complaint. In addition, with regard to
24 certain types of unlawful harassment, such as sexual harassment, the Compliance
25 Officer may advise against the use of the informal complaint process.
26

27 An individual who believes s/he has been unlawfully harassed may make an
28 informal complaint, either orally or in writing: (1) to a teacher, other employee, or
29 building administrator; (2) to the Superintendent or other District-level employee;
30 and/or (3) directly to one of the Compliance Officers.
31

32 All informal complaints must be reported to the Compliance Officers who will either
33 facilitate an informal resolution as described below on his/her own, or appoint
34 another individual to facilitate an informal resolution.
35

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4 The School District's informal complaint procedure is designed to provide employees,
5 other members of the School District community, or third parties who believe they
6 are being unlawfully harassed by another individual with a range of options
7 designed to bring about a resolution of their concerns. Depending upon the nature
8 of the complaint and the wishes of the individual claiming unlawful harassment,
9 informal resolution may involve, but not be limited to, one or more of the following:
10

- A. Advising the individual about how to communicate the unwelcome nature of the behavior to the alleged harasser.
- B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.
- C. If both parties agree, the Compliance Officers may arrange and facilitate a meeting between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

11
12 While there are no set time limits within which an informal complaint must be
13 resolved, the Compliance Officers or designee will exercise his/her authority to
14 attempt to resolve all informal complaints within fifteen (15) calendar days of
15 receiving the informal complaint. Parties who are dissatisfied with the results of the
16 informal complaint process may proceed to file a formal complaint. And, as stated
17 above, parties may request that the informal process be terminated at any time to
18 move to the formal complaint process.
19

20 All materials generated as part of the informal complaint process will be retained by
21 the Compliance Officers or designee in accordance with the Board's records
22 retention policy. (See Policy 8310 and Policy 8320)
23

Formal Complaint Procedure

24
25
26 If a complaint is not resolved through the informal complaint process, if one of the
27 parties has requested that the informal complaint process be terminated to move to
28 the formal complaint process, or if the individual elects to file a formal complaint
29 initially, the formal complaint process as described below shall be implemented.
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4 This formal complaint process is not intended to interfere with the rights of an
5 employee, other member of the School District community, or third party to pursue
6 a complaint of unlawful harassment with the United States Department of
7 Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal
8 Employment Opportunity Commission.
9

10 An individual who believes s/he has been subjected to offensive
11 conduct/harassment hereinafter referred to as the "complainant", may file a formal
12 complaint, either orally or in writing with a teacher, principal, or other District
13 employee, the Compliance Officer, Superintendent, or other District employee. Due
14 to the sensitivity surrounding complaints of unlawful harassment and retaliation,
15 time lines are flexible for initiating the complaint process; however, individuals
16 should make every effort to file a complaint within thirty (30) calendar days after the
17 conduct occurs while the facts are known and potential witnesses are available. If a
18 complainant informs a teacher, principal, or other District employee, the Compliance
19 Officer, Superintendent, or other District employee, either orally or in writing, about
20 any complaint of harassment, that employee must report such information to the
21 Compliance Officer or designee within two (2) business days.
22

23 Throughout the course of the process as described herein, the Compliance Officer
24 should keep the parties informed of the status of the investigation and the decision
25 making process.
26

27 All formal complaints must include the following information to the extent it is
28 available: the identity of the individual believed to have engaged in, or engaging in,
29 offensive conduct/harassment/retaliation; a detailed description of the facts upon
30 which the complaint is based; a list of potential witnesses; and the resolution sought
31 by the complainant.
32

33 If the complainant is unwilling or unable to provide a written statement including
34 the information set forth above, the Compliance Officer shall ask for such details in
35 an oral interview. Thereafter the Compliance Officer will prepare a written summary
36 of the oral interview, and the complainant will be asked to verify the accuracy of the
37 reported charge by signing the document.
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4 Upon receiving a formal complaint, the Compliance Officer will consider whether any
5 action should be taken in the investigatory phase to protect the complainant from
6 further harassment or retaliation including but not limited to a change of work
7 assignment or schedule for the complainant and/or the alleged harasser. In making
8 such a determination, the Compliance Officer should consult the complainant to
9 assess his/her agreement to any action deemed appropriate. If the complainant is
10 unwilling to consent to any change that is deemed appropriate by the Compliance
11 Officer, the Compliance Officer may still take whatever actions s/he deem
12 appropriate in consultation with the Superintendent and/or Board Attorney.

13
14 Within five (5) business days of receiving a formal complaint, the Compliance Officer
15 or a designee will initiate a formal investigation to determine whether the
16 complainant has been subjected to offensive conduct/harassment/retaliation. A
17 Principal will not conduct an investigation unless directed to do so by the
18 Compliance Officer.

19
20 Simultaneously, the Compliance Officer will inform the individual alleged to have
21 engaged in the harassing conduct, hereinafter referred to as the "respondent", that a
22 complaint has been received. The respondent will be informed about the nature of
23 the allegations and a copy of these administrative procedures and the Board's anti-
24 harassment policy shall be provided to the respondent at that time. The respondent
25 must also be informed of the opportunity to submit a written response to the
26 complaint within five (5) business days.

27
28 Although certain cases may require additional time, the Compliance Officer or a
29 designee will attempt to complete an investigation into the allegations of
30 harassment/retaliation within fifteen (15) calendar days of receiving the formal
31 complaint. The investigation will include:

- 32
- A. interviews with the complainant;
 - B. interviews with the respondent;
 - C. interviews with any other witnesses who may reasonably be
expected to have any information relevant to the allegations;
 - D. consideration of any documentation or other evidence presented by
the complainant, respondent, or any other witness which is
reasonably believed to be relevant to the allegations.

33
34 At the conclusion of the investigation, the Compliance Officer or the designee may
35 consult with the ~~the~~ Board Attorney. A written report shall then be prepared and
36 delivered to the Superintendent which summarizes the evidence gathered during the
37 investigation and provides recommendations based on the evidence and the
38 definition of unlawful harassment as provided in Board policy and State and Federal

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

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1 law as to whether the complainant has been subject to unlawful harassment. The
2 Compliance Officer's recommendations must be based upon the totality of the
3 circumstances, including the ages and maturity levels of those involved. In
4 determining if discriminatory harassment or retaliation occurred, a preponderance
5 of evidence standard will be used. The Compliance Officer may consult with the
6 Board Attorney before finalizing the report to the Superintendent.

7
8 Absent extenuating circumstances, within ten (10) business days of receiving the
9 report of the Compliance Officer or the designee, the Superintendent must either
10 issue a final decision regarding whether or not the complaint of harassment has
11 been substantiated or request further investigation. A copy of the Superintendent's
12 final decision will be delivered to both the complainant and the respondent.
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If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Superintendent reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or third party alleging the unlawful harassment pursues the complaint. The Superintendent also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Superintendent.

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4 **Privacy/Confidentiality**
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6 The School District will employ all reasonable efforts to protect the rights of the
7 complainant, the individual(s) against whom the complaint is filed, and the
8 witnesses as much as possible, consistent with the Board's legal obligations to
9 investigate, to take appropriate action, and to conform with any discovery or
10 disclosure obligations. All records generated under the terms of this policy and
11 related administrative procedures shall be maintained as confidential to the extent
12 permitted by law. Confidentiality, however, cannot be guaranteed. All complainants
13 proceeding through the formal investigation process will be advised that their
14 identities may be disclosed to the respondent.
15

16 During the course of a formal investigation, the Compliance Officer or his/her
17 designee will instruct all members of the School District community and third
18 parties who are interviewed about the importance of maintaining confidentiality.
19 Any individual who is interviewed as part of a harassment investigation is expected
20 not to disclose any information that s/he learns or that s/he provides during the
21 course of the investigation.
22

23 All public records created as a part of an investigation of a complaint of harassment
24 will be maintained by the Compliance Officer in accordance with the Board's records
25 retention policy. Any records which are considered student records in accordance
26 with the *Family Educational Rights and Privacy Act* will be maintained in a manner
27 consistent with the provisions of the Federal and State laws.
28

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4 **Sanctions and Monitoring**

5
6 The Superintendent shall vigorously enforce the Board's prohibitions against
7 unlawful harassment by taking appropriate action reasonably calculated to stop the
8 harassment and prevent further such harassment. While observing the principles of
9 due process, a violation of this policy may result in disciplinary action up to and
10 including the discharge of an employee or the suspension/expulsion of a student.
11 All disciplinary action will be taken in accordance with applicable State law and the
12 terms of the relevant collective bargaining agreement(s). When imposing discipline,
13 the Superintendent shall consider the totality of the circumstances involved in the
14 matter, including the ages and maturity levels of those involved. In those cases
15 where unlawful harassment is not substantiated, the Superintendent may consider
16 whether the alleged conduct nevertheless warrants discipline in accordance with
17 other Board policies, consistent with the terms of the relevant collective bargaining
18 agreement(s).

19
20 Where the Superintendent becomes aware that a prior remedial action has been
21 taken against a member of the School District community, all subsequent sanctions
22 imposed by the Board and/or Superintendent shall be reasonably calculated to end
23 such conduct, prevent its reoccurrence, and remedy its effects.

24
25 **Retaliation**

26
27 Any act of retaliation against a person who has made a report or filed a complaint
28 alleging unlawful harassment, or who has participated as a witness in a harassment
29 investigation is prohibited.

30
31 **Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct**

32
33 State law requires any teacher or school employee who knows or suspects that a
34 child under the age of eighteen (18) is a victim of child abuse or neglect to
35 immediately report that knowledge or suspicion to the Department of Children and
36 Family Services. If, during the course of a harassment investigation, the
37 Compliance Officer or a designee has reason to believe or suspect that the alleged
38 conduct reasonably indicates abuse or neglect of the complainant, a report of such
39 knowledge must be made in accordance with State law and Board policy.
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If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

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~~The titles of the Anti Harassment Compliance Officer with whom complaints of sexual and other forms of unlawful harassment should be filed are set forth in Policy 1362.02 – Anti Harassment Complaint Procedure. The titles of these individuals will be published annually on the School District's web site.~~

~~The formal and informal processes for making a charge of harassment, a process for investigating claims of harassment, and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth in Policy 1362.02 – Anti Harassment Complaint Procedure. This policy and Policy 1362.02 – Anti Harassment Complaint Procedure will be readily available to all members of the School District community and posted in appropriate places throughout the School District.~~

1 ~~Any Board employee who directly observes unlawful harassment of a student is~~
2 ~~obligated, in accordance with this policy, to report such observations to one of the~~
3 ~~Anti Harassment Compliance Officers. Thereafter, the Compliance Officer must~~
4 ~~contact the student, if over age eighteen (18) or the student's parents if under the~~
5 ~~age eighteen (18), to advise s/he/them of the Board's intent to investigate the~~
6 ~~alleged misconduct, including the obligation of the compliance officer or designee to~~
7 ~~conduct an investigation following all the procedures outlined for a formal~~
8 ~~complaint.~~

9 **Confidentiality**

10 ~~The School District will make reasonable efforts to maintain the confidentiality of the~~
11 ~~parties involved in an investigation of unlawful harassment. Confidentiality,~~
12 ~~however, cannot be guaranteed.~~

13 **Informal Process for Addressing Complaints of Harassment**

14 ~~An informal complaint process to provide members of the School District community~~
15 ~~or third parties who believe they are being unlawfully harassed with a range of~~
16 ~~options designed to bring about a resolution of their concerns is set forth in~~
17 ~~Policy 1362.02—Anti Harassment Complaint Procedure. Members of the School~~
18 ~~District community or third parties who believe that they have been unlawfully~~
19 ~~harassed may initiate their complaint through this informal complaint process, but~~
20 ~~are not required to do so. The informal process is only available in those~~
21 ~~circumstances where the parties (alleged target of harassment and alleged~~
22 ~~harasser(s)) agree to participate in the informal process. Those members of the~~
23 ~~School District community or third parties who believe that they have been~~
24 ~~unlawfully harassed may proceed immediately to the formal complaint process and~~
25 ~~individuals who seek resolution through the informal procedure may request that~~
26 ~~the informal process be terminated at any time to move to the formal complaint~~
27 ~~process. However, all complaints of unlawful harassment involving a District~~
28 ~~employee or any other adult member of the School District community against a~~
29 ~~student will be formally investigated.~~

30 **Formal Process for Addressing Complaints of Harassment**

31 ~~Policy 1362.02—Anti Harassment Complaint Procedure also includes a formal~~
32 ~~complaint process. While the formal complaint process may serve as the first step to~~
33 ~~resolution of a charge of unlawful harassment, it is also available in those~~
34 ~~circumstances when the informal complaint process fails to satisfactorily resolve a~~
35 ~~concern. Because of the need for flexibility, no specific time lines are established for~~
36 ~~initiating the formal complaint process; however, once the formal complaint process~~
37 ~~is begun, the investigation will be completed in a timely manner (ordinarily, within~~
38 ~~thirty one (31) calendar days of the complaint being received).~~

1 ~~Members of the School District community or third parties who feel they have been~~
2 ~~unlawfully harassed should file a formal written complaint with the principal of their~~
3 ~~school building or with one of the compliance officer identified in~~
4 ~~Policy 1362.02 Anti Harassment Complaint Procedure. Oral complaints of~~
5 ~~harassment will be reduced to writing by the individual receiving the complaint and~~
6 ~~the complainant will be asked to verify the accuracy of the reported charge by~~
7 ~~signing the document. Complaints received by a school building principal will be~~
8 ~~immediately reported to the appropriate compliance officer identified in~~
9 ~~Policy 1362.02 Anti Harassment Complaint Procedure and the principal will not~~
10 ~~conduct an investigation unless directed to do so by the Compliance Officer.~~

11 ~~The complaint process, which is set forth in Policy 1362.02 Anti Harassment~~
12 ~~Complaint Procedure, is not intended to interfere with the rights of a member of the~~
13 ~~School District community or a third party to pursue a complaint of unlawful~~
14 ~~harassment with the United States Department of Education, Office for Civil Rights,~~
15 ~~the Florida Civil Rights Commission, or the Equal Employment Opportunity~~
16 ~~Commission.~~

17 ~~The Board reserves the right to investigate and resolve a complaint or report of~~
18 ~~unlawful harassment regardless of whether the member of the School District~~
19 ~~community or third party alleging the unlawful harassment pursues the complaint.~~
20 ~~The Board also reserves the right to have the formal complaint investigation~~
21 ~~conducted by an external person in accordance with this policy and Policy 1362.02~~
22 ~~or in such other manner as deemed appropriate by the Board or its designee.~~

23 **Sanctions and Monitoring**

24 ~~The Board shall vigorously enforce its prohibitions against unlawful harassment.~~
25 ~~While observing the principles of due process, a violation of this policy may result in~~
26 ~~disciplinary action up to and including the discharge of an employee or the~~
27 ~~suspension/expulsion of a student. All disciplinary action will be taken in~~
28 ~~accordance with applicable State law and the terms of the relevant collective~~
29 ~~bargaining agreement(s). When imposing discipline, the Superintendent shall~~
30 ~~consider the totality of the circumstances involved in the matter, including the ages~~
31 ~~and maturity levels of those involved. In those cases where unlawful harassment is~~
32 ~~not substantiated, the Board may consider whether the alleged conduct nevertheless~~
33 ~~warrants discipline in accordance with other Board policies, consistent with the~~
34 ~~terms of the relevant collective bargaining agreement(s).~~

35 ~~Where the Board becomes aware that a prior remedial action has been taken against~~
36 ~~a member of the School District community, all subsequent sanctions imposed by~~
37 ~~the Board and/or Superintendent shall be reasonably calculated to eliminate such~~
38 ~~conduct in the future.~~

1
2 **Education and Training**
3

4 In support of this policy, the Board promotes preventative educational measures to
5 create greater awareness of unlawful discriminatory practices. The Superintendent
6 or designee shall provide appropriate information to all members of the School
7 District community related to the implementation of this policy and shall provide
8 training for District students and staff where appropriate. All training, as well as all
9 information provided regarding this policy and harassment in general, will be age
10 and content appropriate.
11

- 1 F.S. 110.1221, 760.01, 760.10, 1000.05
- 2 42 U.S.C. 2000d et seq.
- 3 42 U.S.C. 2000e et seq.
- 4 29 U.S.C. 621 et seq.
- 5 29 U.S.C. 794
- 6 29 C.F.R. Part 1635
- 7 42 U.S.C. 12101 et seq.
- 8 20 U.S.C. 1681 et seq.
- 9 42 U.S.C. 1983
- 10 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
- 11 National School Boards Association Inquiry and Analysis - May 2008

12 © **NEOLA 2010**

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COMPENSATION

2 Salaries of all instructional staff members shall be determined by the School Board
3 and shall be authorized by the following salary schedules adopted by the Board
4 upon the recommendation of the Superintendent:

5 A. grandfathered salary schedule for instructional staff who have
6 continuing contracts or professional service contracts and were
7 hired before July 1, 2014; or

8 B. the performance salary schedule for instructional staff who were
9 hired after July 1, 2014, or who held annual contracts as of
10 July 1, 2014.

11 The base salary set forth in these salary schedules, as well as the amounts provided
12 for adjustments and supplements shall be subject to collective bargaining.

13 If budget constraints in any given year limit the Board's ability to fully fund all
14 adopted salary schedules, the performance salary schedule shall not be reduced on
15 the basis of total cost or the value of individual awards in a manner that is
16 proportionally greater than reductions to any other salary schedules adopted by the
17 District.

18 **Grandfathered Salary Schedule for Instructional Staff**

19 The grandfathered salary schedule for instructional staff shall be used as the basis
20 for paying instructional personnel hired before July 1, 2014, who have a continuing
21 contracts or a professional service contract. Each year instructional staff members
22 who were hired before July 1, 2014 and who have a continuing contract or a
23 professional service contract will have the opportunity to move from this salary
24 schedule to the performance salary schedule for instructional staff.

25 A portion of each employee's compensation paid pursuant to the grandfathered
26 salary schedule for instructional staff shall be based on demonstrated performance
27 as evaluated in accordance with State law and Policy 3220, Evaluation of
28 Instructional Personnel.

1 Pursuant to statutory requirements and subject to negotiation, the grandfathered
2 salary schedule for instructional staff shall provide for differentiated pay for based
3 upon the following District-determined factors:

4 A. additional responsibilities;

5
6 The list of additional responsibilities for which instructional staff
7 members shall receive differentiated pay is set forth in the collective
8 bargaining agreement.

9
10 The Human Resources Department shall submit to the
11 Superintendent a list of staff members who are assigned one (1) or
12 more of the additional responsibilities on the list that is set forth in
13 the collective bargaining agreement.

14
15 The Superintendent will authorize payment of the salary adjustment
16 specified in the Board adopted annual salary schedule for
17 instructional staff to the instructional staff members who are
18 assigned these additional responsibilities.

19
20 At a subsequent regular meeting of the Board, the list of
21 instructional staff members who will receive this salary adjustment
22 shall be provided to the Board members.

23 B. school demographics;

24
25 The list of school demographics for which instructional staff
26 members shall receive differentiated pay is set forth in the collective
27 bargaining agreement.

28
29 The Human Resources Department shall submit to the
30 Superintendent a list of instructional staff members who are
31 assigned to schools that have the demographics that were approved
32 by the Board for the current school year.

33
34 The Superintendent will authorize payment of the amount specified
35 in the Board adopted salary schedule for instructional staff as a
36 salary adjustment for assignment to a school that has the
37 demographics listed above.

38
39 At a subsequent regular meeting the Board, the list of instructional
40 staff members who will receive this salary adjustment shall be
41 provided to the Board members.

1 C. critical shortage areas;
2

3 Upon the recommendation of the Superintendent, the Board shall
4 approve any instructional staff positions that the District has
5 identified as critical shortage areas.
6

7 The Human Resources Department shall submit to the
8 Superintendent a list of staff members assigned to positions that
9 have been identified as critical shortage areas by the State Board of
10 Education or the District.
11

12 The Superintendent will authorize payment of the amount specified
13 in the annual salary schedule for instructional staff as an
14 adjustment to the compensation of the staff members assigned in
15 critical shortage areas.
16

17 At a subsequent regular meeting of the Board, the list of
18 instructional staff members who will receive this adjustment shall
19 be provided to the Board members.

20 D. level of job performance difficulties;
21

22 The list of job performance difficulties for which instructional staff
23 members shall receive differentiated pay are set forth in the
24 collective bargaining agreement.
25

26 The Human Resources Department shall submit to the
27 Superintendent a list of instructional staff members whose
28 assignment is characterized by the job performance difficulties set
29 forth in the collective bargaining agreement.
30

31 The Superintendent shall authorize payment of the amount specified
32 in the grandfathered salary schedule for instructional staff as a
33 salary adjustment to the instructional staff members eligible as a
34 result of these job performance difficulties inherent in their
35 assignment.
36

37 At a subsequent regular meeting of the Board, the list of
38 instructional staff members who will receive this adjustment shall
39 be provided to the Board members.

40 The amount paid for each of these District-determined factors shall be subject to
41 collective bargaining.

1 As provided by law, these annual salary adjustments become part of the
2 instructional staff member's base salary for the next school year.

3 **Salary Supplements**

4 In addition to the annual salary adjustments described above, the Board shall also
5 award salary supplements that are annual additions to the instructional staff
6 member's salary. Salary supplements shall be paid to all instructional staff
7 members who were hired before July 1, 2011 for any advanced degree held, and to
8 all instructional staff members hired after July 1, 2011 but before July 1, 2014 for
9 advanced degrees earned in their area of responsibility.

10 A. The Human Resources Department shall submit to the
11 Superintendent a list of instructional staff members who are eligible
12 for the additional compensation provided by the annual salary
13 schedule for all instructional staff members who were hired before
14 July 1, 2011 for any advanced degree held.

15 B. The Superintendent will authorize payment of the amount specified
16 in the grandfathered salary schedule for instructional staff as a
17 salary adjustment to the instructional staff members eligible for
18 advanced degrees held.

19 C. At a subsequent regular meeting, the list of instructional staff
20 members who will receive this supplement shall be provided to the
21 Board.

22 As provided by law, these annual salary supplements shall not become part of the
23 instructional staff member's permanent base salary.

24 **Performance Salary Schedule for Instructional Staff**

25 Beginning July 1, 2014, the performance salary schedule shall be the basis for
26 paying instructional staff members new to the District, returning to the District after
27 a break in service without an authorized leave of absence, or appointed for their first
28 time to an instructional staff position in the District.

29 The performance salary schedule shall also be the basis for paying instructional
30 staff members on annual contract as of July 1, 2014.

31 Additionally, the performance salary schedule shall be the basis for paying
32 instructional staff members with a continuing contract or a professional service
33 contract who opt out of the grandfathered annual salary schedule and into the
34 performance salary schedule.

1 The base salary for instructional staff members who opt into the performance salary
2 schedule or who are required by State law to move to the performance salary
3 schedule must be the salary paid in the prior year, including adjustments only.

4 The annual salary adjustment under the performance salary schedule for an
5 instructional staff member rated as "highly effective" must be greater than the
6 highest annual salary adjustment available to an instructional staff member of the
7 same classification through any other salary schedule adopted by the Board.

8 The performance salary schedule must not provide an annual salary adjustment for
9 an instructional staff member who receives a rating other than highly effective or
10 effective for the year.

| 11 **Salary ~~Adjustments~~ Supplements**

12 The performance salary schedule for instructional staff shall provide for the
13 following salary supplements:

14 A. assignment to a Title I eligible school;

15
16 The Human Resources Department will submit to the
17 Superintendent a list of staff members who are assigned to a Title I
18 school.

19
20 The Superintendent will authorize payment of the supplement
21 specified in the collective bargaining contract for assignment to a
22 Title I school.

23
24 At a subsequent regular meeting, the list of staff members who will
25 receive this supplement shall be provided to the Board.

- 1 B. assignment to a school that received an “F” or three (3) consecutive
2 grades of “D” pursuant to the school grading system established by
3 State law;

4
5 The Human Resources Department will submit to the
6 Superintendent a list of staff members who were assigned to a
7 school that improved by at least one grade level for the previous
8 school year.

9
10 The Superintendent will authorize payment of the supplement
11 specified in the collective bargaining contract for one (1) year
12 following improved performance in the school regardless of whether
13 or not the teacher assignment is at the school that improved.

14
15 At a subsequent regular meeting, the list of staff members who will
16 receive this supplement shall be provided to the Board.

- 17 C. certification and teaching in the critical teacher shortage areas
18 identified by the State Board of Education and/or District pursuant
19 to State law;

20
21 Upon the recommendation of the Superintendent, the Board shall
22 approve any instructional staff positions that the District has
23 identified as critical shortage areas.

24
25 The Human Resources Department shall submit to the
26 Superintendent a list of staff members assigned to positions that
27 have been identified as critical shortage areas by the State Board of
28 Education or District.

29
30 The Superintendent will authorize payment of the supplement
31 specified in the collective bargaining contract for the staff members
32 assigned in critical shortage areas.

33
34 At a subsequent regular meeting, the list of staff members who will
35 receive this supplement shall be provided.

1 D. assignment of additional academic responsibilities;
2

3 The list of additional academic responsibilities for which
4 instructional staff members shall receive salary supplements are set
5 forth in the collective bargaining agreement.
6

7 Each Principal shall submit to the Superintendent a list of staff
8 members assigned additional academic responsibilities.
9

10 The Superintendent will authorize payment of the supplement
11 specified in the collective bargaining contract for the staff members
12 assigned additional academic responsibilities. At a subsequent
13 regular meeting, the list of staff members who will receive this
14 supplement shall be provided to the Board.

15 E. advanced degree in the area of certification.
16

17 The Human Resources Department shall submit to the
18 Superintendent a list of instructional staff members who have
19 earned advanced degrees in their area of certification.
20

21 The Superintendent will authorize payment of the supplement
22 specified in the collective bargaining contract for the staff members
23 who have earned advanced degrees in their area of certification.
24

25 At a subsequent regular meeting, the list of staff members who will
26 receive this supplement shall be provided to the Board.

27 The amount paid for each of these salary supplements shall be subject to collective
28 bargaining.

29 **Bonuses and/or Severance Pay**

30 If the Board provides bonuses and/or severance pay to instructional staff that are
31 not included in an individual employment contract and/or pursuant to a collective
32 bargaining contract, those bonuses and/or severance pay are subject to
33 negotiations, but must strictly comply with the provisions of F.S. 215.425 that
34 pertain to such bonuses and/or severance pay.

1 Instructional staff members should refer to the current collective bargaining
2 agreement for more information regarding compensation.

3 F.S. 215.425, 1001.42, 1001.43, 1011.60, 1012.22, 1012.32, 1012.33, 1012.335

4 F.S. 1012.34, 1012.56

5 F.A.C. 6A-1.052, Salary Schedules to be Adopted for All Personnel

6 Revised 3/24/15

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FMLA LEAVE

2 Qualifying Reasons for FMLA and Military Family Leave

3 In accordance with the Family and Medical Leave Act of 1993, as amended,
4 ("FMLA"), eligible staff members may take up to twelve (12) work weeks of
5 job-protected, unpaid leave, or substitute appropriate paid leave if the staff member
6 has earned or accrued it, for the following reasons:

- 7 A. the birth and/or care of a newborn child of the staff member, within
8 one (1) year of the child's birth;
- 9 B. the placement with the staff member of a child for adoption or foster
10 care, within one (1) year of the child's arrival;
- 11 C. the staff member is needed to provide physical and/or psychological
12 care for a spouse, child, or parent with a serious health condition;
- 13 D. the staff member's own serious health condition makes him/her
14 unable to perform the functions of his/her position; or
- 15 E. any qualifying exigency (as defined in applicable Federal regulations)
16 arising out of the fact that the staff member's spouse, son, daughter,
17 or parent is on covered active duty (or has been notified of an
18 impending call or order to covered active duty) in the Armed Forces
19 ("Qualifying Exigency Leave"). Covered active duty means duty
20 during deployment with the Armed Forces to a foreign country.

1 In addition, an eligible staff member who is a spouse, son, daughter, parent, or next
2 of kin of a covered service member may take up to a total of twenty-six (26) work
3 weeks of job-protected, unpaid leave, or substitute appropriate paid leave if the staff
4 member has earned or accrued it, during a "single twelve (12) month period" to
5 provide physical and/or psychological care for the covered service member ("Military
6 Caregiver Leave"). A covered service member is defined as (1) a member of the
7 Armed Forces, including a member of the National Guard or Reserves, who is
8 undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient
9 status, or is otherwise on the temporary disability retired list, for a serious injury or
10 illness; or (2) a veteran who is undergoing medical treatment, recuperation, or
11 therapy for a serious injury or illness and who was a member of the Armed Forces
12 (including a member of the National Guard or Reserves) at any time during the
13 period of five (5) years preceding the date on which the veteran undergoes that
14 medical treatment, recuperation, or therapy. Serious injury or illness for purposes
15 of Military Caregiver Leave is defined as an injury or illness incurred by a covered
16 service member in the line of duty on active duty in the Armed Forces (or existed
17 before the beginning of the covered service member's active duty and was aggravated
18 by service in the line of duty on active duty in the Armed Forces) and that may
19 render the service member medically unfit to perform the duties of his/her office,
20 grade, rank, or rating. In the case of a veteran, the injury or illness could have
21 manifested itself before or after the member became a veteran. The "single
22 twelve (12) month period" for leave to care for a covered service member with a
23 serious injury or illness begins the first day the staff member takes leave for this
24 reason and ends twelve (12) months later, regardless of the twelve (12) month period
25 established below for general FMLA leave. During the "single twelve (12) month
26 period", an eligible staff member is limited to a combined total of twenty-six (26)
27 work weeks of unpaid leave for any FMLA-qualifying reason. (Only twelve (12) of the
28 twenty-six (26) work weeks total may be for a FMLA-qualifying reason other than to
29 care for a covered service member.)

30 Eligible Employees

31 Staff members are "eligible" if they have worked for the School Board for at least
32 twelve (12) months, and for at least 1,250 hours over the twelve (12) months prior to
33 the leave request. All full-time administrative employees are deemed to meet the
34 1,250 hour requirement. Months and hours that members of the National Guard or
35 Reserve would have worked if they had not been called up for military service counts
36 towards the staff member's eligibility for FMLA leave. While the twelve (12) months
37 of employment need not be consecutive, employment periods prior to a break in
38 service of seven (7) years or more will not be counted unless the break is occasioned
39 by the staff member's fulfillment of his/her National Guard or Reserve military
40 obligation, or a written agreement exists concerning the Board's intention to rehire
41 the staff member after the break in service.

1 Twelve (12) Month Period

2 Twelve (12) month period is defined as the calendar year.

3 Serious Health Condition

4 Serious health condition is defined as an illness, injury, impairment, or physical or
5 mental condition that involves inpatient care or continuing treatment by a health
6 care provider. As utilized in this policy, the term "incapacity" means an inability to
7 work, attend school, or perform other regular daily activities due to the serious
8 health condition, treatment therefore, or recovery therefrom. The term "treatment"
9 includes (but is not limited to) examinations to determine if a serious health
10 condition exists and evaluations of the condition. (Treatment does not include
11 routine physical examinations, eye examinations, or dental examinations.)

12 A. Inpatient care means an overnight stay in a hospital, hospice, or
13 residential medical-care facility, including any period of incapacity
14 or subsequent treatment in connection with such inpatient care.

1 B. Continuing treatment by a healthcare provider, includes any one or
2 more of the following: 1.) "incapacity and treatment"; 2.) any
3 incapacity experienced by an expectant mother related to pregnancy,
4 or for prenatal care; 3.) any incapacity or treatment for such
5 incapacity due to a chronic serious health condition; 4.) a period of
6 incapacity that is permanent or long-term due to a condition for
7 which treatment may not be effective (e.g., Alzheimer's, a severe
8 stroke, terminal stages of a disease); or 5.) any period of absence to
9 receive multiple treatments (including any period of recovery
10 therefrom) by a health care provider or by a provider of health care
11 services under orders of, or on referral by, a health care provider for
12 a.) restorative surgery after an accident, or b.) other injury or a
13 condition that would likely result in a period of incapacity of more
14 than three (3) consecutive, full calendar days in the absence of
15 medical intervention or treatment, such as cancer (chemotherapy,
16 radiation, etc.), severe arthritis (physical therapy), or kidney disease
17 (dialysis).

18 1. "Incapacity and treatment" involves a period of incapacity of
19 more than three (3) consecutive, full calendar days, and any
20 subsequent treatment or period of incapacity relating to the
21 same condition, that also involves a.) treatment two (2) or
22 more times, within thirty (30) days of the first day of
23 incapacity, unless extenuating circumstances exist, by a
24 health care provider, by a nurse under direct supervision of a
25 health care provider, or by a provider of health care services
26 (e.g., physical therapist) under orders of, or on referral by, a
27 health care provider, or b.) treatment by a health care
28 provider on at least one (1) occasion that results in a regimen
29 of continuing treatment under the supervision of a health
30 care provider.

31 a. Treatment by a health care provider as referenced
32 above involves an in-person visit to a health care
33 provider. The first (or only) in-person treatment visit
34 must take place within seven (7) days of the first day of
35 incapacity. The health care provider is responsible for
36 determining whether additional treatment visits or a
37 regimen of continuing treatment is necessary within
38 the thirty (30) day period.

39 b. Regimen of continuing treatment includes a course of
40 prescription medication (e.g. antibiotics), or therapy
41 requiring special equipment to resolve or alleviate the
42 health condition (e.g. oxygen).

- 1 c. A regimen of continuing treatment that includes the
2 taking of over-the-counter medications such as aspirin,
3 antihistamines, or salves; or bed-rest, drinking fluids,
4 exercise, and other similar activities that can be
5 initiated without a visit to a health care provider, is
6 not, by itself, sufficient to constitute a regimen of
7 continuing treatment for purposes of FMLA leave.
- 8 2. ~~A period of~~An expectant mother is entitled to FMLA leave for
9 incapacity ~~related due~~ to pregnancy ~~need not involve a visit to~~
10 ~~the~~even if she does not receive treatment from a health care
11 provider ~~for each~~during the absence, and even if the absence
12 ~~need does~~ not last for more than three (3) consecutive, full
13 calendar days.
- 14 3. A chronic serious health condition is one that: a.) requires
15 periodic visits (i.e., at least twice a year) for treatment by a
16 health care provider, or by a nurse under direct supervision
17 of a health care provider; b.) continues over an extended
18 period of time (including recurring episodes of a single
19 underlying condition); and c.) may cause episodic rather than
20 a continuing period of incapacity (e.g., asthma, diabetes,
21 epilepsy, etc.). A visit to a health care provider is not
22 necessary for each absence, and each absence need not last
23 more than three (3) consecutive, full calendar days.
- 24 4. With regard to permanent or long-term conditions, the
25 employee or family member must be under the continuing
26 supervision of, but need not be receiving active treatment by,
27 a health care provider.
- 28 C. Conditions for which cosmetic treatment are administered (e.g.,
29 most treatments for acne or plastic surgery) are not "serious health
30 conditions" unless inpatient hospital care is required or
31 complications develop. Ordinarily, unless complications arise, the
32 common cold, the flu, ear aches, upset stomachs, minor ulcers,
33 headaches other than migraines, routine dental or orthodontia
34 problems, periodontal disease, etc., are conditions that do not meet
35 the definition of a serious health condition and do not qualify for
36 FMLA leave.

1 Intermittent and Reduced Schedule Leave

2 The Superintendent may allow a staff member to take FMLA leave intermittently
3 (i.e., leave in separate blocks of time for a single qualifying reason) or on a reduced
4 leave schedule (i.e., reducing the employee's usual weekly or daily work schedule) for
5 reason (A) or (B) on page one. A staff member is entitled to take FMLA leave on an
6 intermittent or reduced schedule leave when medically necessary as indicated in
7 reasons (C) and (D) on page one. A staff member may also take FMLA leave on an
8 intermittent or reduced-leave schedule for Qualifying Exigency Leave (i.e., reason (E)
9 on page one). Finally, Military Caregiver Leave may be taken on an intermittent or
10 reduced schedule leave when medically necessary. Regardless, the taking of FMLA
11 leave intermittently or on a reduced schedule leave results in the total reduction of
12 the twelve (12) or twenty-six (26) weeks only by the amount of leave actually taken.
13 If the intermittent or reduced schedule leave is foreseeable based on planned
14 medical treatment for the employee, a family member, or a covered service member,
15 the Superintendent may require the staff member to transfer temporarily, during the
16 period the intermittent or reduced schedule leave is required, to an available
17 alternative position for which the staff member is qualified and which better
18 accommodates recurring periods of leave than the staff member's regular position.
19 The alternative position shall have equivalent pay and benefits but not necessarily
20 equivalent duties. The Superintendent may also transfer the staff member to a
21 part-time job with the same hourly rate of pay and benefits, provided the staff
22 member is not required to take more leave than is medically necessary.
23 Administrative staff members (i.e. individuals whose principal function is to teach
24 and instruct students in a class, a small group, or an individual setting) who request
25 intermittent leave or a reduced schedule leave because of reasons (C) or (D) on page
26 one or pursuant to Military Caregiver Leave and the leave would exceed twenty
27 percent (20%) of the total number of working days over the period of anticipated
28 leave must elect either to:

- 29 A. take leave for a period or periods of a particular duration, not
30 greater than the duration of the planned treatment; or
- 31 B. transfer temporarily to an available alternative position offered by
32 the Superintendent for which the administrative staff member is
33 qualified, and that has equivalent pay and benefits and that better
34 accommodates the recurring periods of leave than the staff
35 member's regular position.

1 When leave is needed for planned medical treatment, the staff member must make a
2 reasonable effort to schedule the treatment so as not to unduly disrupt the District's
3 operations, subject to the approval of the health care provider.

4 If the Superintendent agrees to permit FMLA leave intermittently or on a reduced
5 schedule leave for reason (A) or (B) on page one, the Board may also require the staff
6 member to transfer temporarily, during the period the intermittent or reduced
7 schedule leave is required, to an available alternative position for which the staff
8 member is qualified and which better accommodates recurring periods of leave than
9 does the staff member's regular position.

10 Staff Member Notice Requirements

11 Staff members seeking to use FMLA leave (including Military Caregiver Leave) are
12 required to provide thirty (30) day's advance notice of the need to take FMLA leave
13 when the need is foreseeable and such notice is practicable. If leave is foreseeable
14 less than thirty (30) days in advance, the staff member must provide notice as soon
15 as practicable - generally, either the same or next business day. When the need for
16 leave is not foreseeable, the staff member must provide notice as soon as practicable
17 under the facts and circumstances of the particular case. Absent unusual
18 circumstances, staff members must comply with the Board's usual and customary
19 notice and procedural requirements for requesting leave. Failure to provide timely
20 notice may result in the leave being delayed or denied, and/or possible disciplinary
21 action.

22 Staff members must provide "sufficient information" for the Superintendent to
23 determine whether the FMLA may apply to the leave request. Depending on the
24 situation, such information may include that the employee is incapacitated due to
25 pregnancy, has been hospitalized overnight, is unable to perform the functions of
26 the job, that the staff member or his/her qualifying family member is under the
27 continuing care of a health care provider, that the requested leave is for a particular
28 qualifying exigency related to a qualifying family member's covered active duty or
29 call to covered active duty status, or that the leave due to a qualifying family
30 member who is a covered service member with a serious injury or illness. The
31 information may also include the anticipated timing and duration of the leave.

32 When a staff member seeks leave for a FMLA-qualifying reason for the first time, the
33 staff member need not expressly assert FMLA rights or even mention the FMLA.
34 When an employee seeks leave, however, due to a FMLA-qualifying reason for which
35 the District has previously provided the staff member FMLA-protected leave, the
36 staff member must specifically reference either the qualifying reason for leave or the
37 need for FMLA leave.

1 Substitution of Paid Leave

2 The Board shall require the staff member to "substitute" (i.e., run concurrently) any
3 of his/her earned or accrued paid leave (e.g., sick leave, personal leave, vacation
4 leave) for unpaid FMLA leave. An employee's ability to substitute accrued paid leave
5 is determined by the terms and conditions of the District's normal leave policy. A
6 staff member electing to use any type of paid leave concurrently with FMLA leave
7 must follow the same terms and conditions of the Board's policy that apply to other
8 employees for use of such leave. The staff member is always entitled to unpaid
9 FMLA leave if s/he does not meet the Board's conditions for taking paid leave. On
10 occasion the Board may waive any procedural requirements for the taking any of
11 type of paid leave.

12 If the staff member has not earned or accrued adequate paid leave to encompass the
13 entire twelve (12) work week period of FMLA leave or twenty-six (26) work week
14 period of Military Caregiver Leave, the additional weeks of leave to obtain the
15 twelve (12) work weeks of FMLA leave or twenty-six (26) work weeks of Military
16 Caregiver Leave the staff member is entitled to shall be unpaid. Whenever a staff
17 member uses paid leave in substitution for unpaid FMLA leave/Military Caregiver
18 Leave, such leave counts toward the twelve (12) work week/twenty-six (26) work
19 week maximum leave allowance provided by this policy and Federal law.

20 District Notice Requirements

21 The Superintendent is directed to post the Department of Labor approved Notice
22 explaining employees' rights and responsibilities under the FMLA. The notice must
23 be posted prominently where it can be readily seen by employees and applicants and
24 shall either be distributed to each new employee upon hiring or be included in
25 employee handbooks or other written guidance concerning benefits or leave rights.
26 Electronic posting is sufficient to meet these requirements.

1 When a staff member requests FMLA leave or the District acquires knowledge that
2 leave may be for a FMLA purpose, the Superintendent shall notify the staff member
3 of his/her eligibility to take leave, and inform the staff member of his/her rights and
4 responsibilities under the FMLA (including the consequences of failing to meet those
5 obligations). Along with the Notice of Rights and Responsibilities, the
6 Superintendent will attach any medical certification that may be required, and a
7 copy of the employee's essential job functions. If Superintendent determines the
8 staff member is not eligible for FMLA leave, the Superintendent must state at least
9 one (1) reason why the staff member is not eligible. Such notice may be given orally
10 or in writing and should be given within five (5) business days of the request for
11 FMLA leave, absent extenuating circumstances. When oral notice is given, it must
12 be followed by written notice within five (5) business days. Staff member eligibility is
13 determined (and notice provided) at the commencement of the first instance of leave
14 for each FMLA-qualifying reason in the applicable twelve (12) month period. All
15 FMLA absences for the same qualifying reason are considered a single leave and
16 staff member eligibility as to that reason for leave does not change during the
17 applicable twelve (12) month period. If at the time a staff member provides notice of
18 a subsequent need for FMLA leave during the applicable twelve (12) month period
19 due to a different FMLA-qualifying reason and the staff member's eligibility status
20 has not changed, no additional eligibility notice is required. If, however, the staff
21 member's eligibility status has changed, the Superintendent must notify the staff
22 member of the change in eligibility status within five (5) business days, absent
23 extenuating circumstances.

24 If the specific information provided by the Notice of Rights and Responsibilities
25 changes, the Superintendent shall, within five (5) business days of receipt of the
26 staff member's first notice of need for leave subsequent to any changes, provide
27 written notice referencing the prior notice and setting forth any of the information in
28 the Notice of Rights and Responsibilities that has changed.

29 When the Superintendent has sufficient information to determine that leave is being
30 taken for a FMLA-qualifying reason (e.g. after receiving certification), the
31 Superintendent shall notify the staff member whether the leave will be designated
32 and counted as FMLA leave. Leave that qualifies as both Military Caregiver Leave
33 and leave to care for a qualifying family member with a serious health condition (i.e.
34 reason (C)) must be considered as Military Caregiver Leave in the first instance.
35 This designation must be in writing and must be given within five (5) business days
36 of the determination, absent extenuating circumstances. Additionally, when
37 appropriate, the Superintendent shall notify the staff member of the number of
38 hours, days and weeks that will be counted against the employee's FMLA
39 entitlement, and whether the employee will be required to provide a fitness-for-duty
40 certification to return to work.

1 Only one Designation Notice is required for each FMLA-qualifying reason per
2 applicable twelve (12) month period, regardless of whether the leave taken due to the
3 qualifying reason will be a continuous block of leave or as intermittent or on a
4 reduced schedule leave. If the Superintendent determines the leave will not be
5 designated as FMLA-qualifying (e.g. if the leave is not for a reason covered by the
6 FMLA or the staff member's FMLA leave entitlement has been exhausted), the
7 Superintendent shall notify the staff member of that determination. If the staff
8 member is required to substitute paid leave for unpaid FMLA leave, or if paid leave
9 taken under an existing leave plan is being counted as FMLA leave, the "Designation
10 Notice" shall include this information. Additionally, the "Designation Notice" shall
11 notify the staff member if s/he is required to present a fitness-for-duty certification
12 to be restored to employment. Further, if the fitness-for-duty certification is
13 required to address the staff member's ability to perform the essential functions of
14 his/her job, that will be indicated on the Designation Notice, and a list of the
15 essential functions of the staff member's position will be included.

16 If the information provided to the staff member in the Designation Notice changes,
17 the Superintendent shall provide, within five (5) business days of receipt of the staff
18 member's first notice of need for leave subsequent to any change, written notice of
19 the change.

20 In the case of intermittent or reduced-leave schedule leave, only one such notice is
21 required unless the circumstances regarding the leave have changed.

22 Limits on FMLA When Both Spouses are Employed by the Board

| 23 When ~~an~~-eligible ~~husband and wife~~spouses are both employed by the Board, they
24 are limited to a combined total of twelve (12) workweeks of FMLA leave during any
25 twelve (12) month period if the leave is taken for reason (A) or (B) on page one, or to
26 care for the staff member's parent who has a serious health condition.

| 27 Where the ~~husband and wife~~spouses both use a portion of the total twelve (12) week
28 FMLA leave entitlement for reason (A) or (B) on page, or to care for a parent, the
| 29 ~~husband and wife~~spouses are each entitled to the difference between the amount
30 s/he has taken individually and the twelve (12) weeks of FMLA leave for other
31 purposes.

| 32 When ~~an~~-eligible ~~husband and wife~~spouses are both employed by the Board, they
33 are limited to a combined total of twenty-six (26) workweeks of Military Caregiver
34 Leave during the "single twelve (12) month period" if the leave is taken for reason (A)
35 or (B) on page one, or to care for the staff member's parent who has a serious health
36 condition, or to care for a covered service member with a serious injury or illness.

1 Certification

2 When FMLA leave is taken for either reason (C) or (D) on page one, the staff member
3 must provide medical certification from the health care provider of the eligible staff
4 member or his/her immediate family member. The staff member may either:

5 A. submit the completed medical certification to the Superintendent; or

6 B. direct the health care provider to transfer the completed medical
7 certification directly to the Superintendent, which will generally
8 require the staff member to furnish the health care provider with a
9 HIPAA-compliant authorization.

10 If the staff member fails to provide appropriate medical certification, any leave taken
11 by the employee shall not constitute FMLA leave.

12 When the need for FMLA leave is foreseeable and at least thirty (30) days notice has
13 been provided, the staff member must provide the medical certification before the
14 leave begins. When this is not possible, the employee must provide the requested
15 certification to the Superintendent within fifteen (15) calendar days after the staff
16 member requests FMLA leave unless it is not practicable under the circumstances to
17 do so despite the staff member's diligent and good faith efforts.

18 The Board reserves the right to require second or third opinions (at the Board's
19 expense), and periodic recertification of a serious health condition. If a third opinion
20 is sought, that opinion shall be binding and final. The staff member may either:

21 A. submit the opinion of the second health care provider, and the
22 opinion of the third health care provider if applicable, to the
23 Superintendent; or

24 B. direct the second or third health care provider to transfer his/her
25 opinion directly to the Superintendent, which will generally require
26 the staff member to furnish the health care provider with a
27 HIPAA-compliant authorization.

28 In the event that the staff member fails to provide the medical opinion of the second
29 or third health care provider, if applicable, any leave taken by the staff member shall
30 not constitute FMLA leave.

1 Recertification

2 Recertification may be required no more often than every thirty (30) days in
3 connection with an absence by the staff member unless the condition will last for
4 more than thirty (30) days. For conditions that are certified as having a minimum
5 duration of more than thirty (30) days, the District will not request recertification
6 until the specified period has passed, except that in all cases the staff member must
7 submit recertification every six (6) months in connection with an absence by the
8 employee. Additionally, the Superintendent may require a staff member to provide
9 recertification in less than thirty (30) days if the staff member requests an extension
10 of leave, the circumstances described in the previous certification have changed
11 significantly, or if the District receives information that casts doubt upon the staff
12 member's stated reason for the absence or the continuing validity of the certification.
13 Finally, staff members must provide a new medical certification each leave year for
14 medical conditions that last longer than one (1) year.

15 Staff members requesting Qualifying Exigency Leave are required to submit to the
16 Superintendent a copy of the covered military member's active duty orders and
17 certification providing the appropriate facts related to the particular qualifying
18 exigency for which leave is sought, including contact information if the leave involves
19 meeting with a third party.

20 Staff members requesting Military Caregiver Leave are required to submit to the
21 Superintendent certification completed by an authorized health care provider or a
22 copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA)
23 issued to any member of the covered service member's family.

24 The Board authorizes its health care provider and/or human resource professional,
25 but not the staff member's direct supervisor, to authenticate or clarify a medical
26 certification of a serious health condition, or an ITO or ITA (i.e. medical certification
27 provided for reasons (C) or (D) on page one or Military Caregiver Leave).
28 Additionally, the Superintendent is authorized to contact the individual or entity
29 named in the Qualified Exigency Leave certification for purposes of verifying the
30 existence and nature of the meeting.

31 A staff member who takes leave for reason (D) on page one, prior to returning to
32 work, must provide the Superintendent with a fitness-for-duty certification that
33 specifically addresses the staff member's ability to perform the essential functions of
34 his/her job. The fitness-for-duty certification shall only apply to the particular
35 health condition that caused the staff member's need for FMLA leave. If reasonable
36 safety concerns exist, the Superintendent may, under certain circumstances, require
37 a staff member to submit a fitness-for-duty certification before s/he returns to work
38 from intermittent FMLA leave. The cost of the certification shall be borne by the
39 staff member.

1 Job Restoration & Maintenance of Health Benefits

2 Upon return from FMLA leave, the Board shall restore the staff member to his/her
3 former position, or to an equivalent position with equivalent pay, benefits, and other
4 terms and conditions of employment. During FMLA leave, the Board shall maintain
5 the staff member's current coverage under the Board's group health insurance
6 program on the same conditions as coverage would have been provided if the staff
7 member had been continuously working during the leave period. If the staff member
8 was paying all or part of the premium payments prior to going on FMLA leave, the
9 staff member must continue to pay his/her share during the leave.

10 Any leave or return from leave during the last five (5) weeks of an academic term
11 shall be reviewed individually by the Superintendent to minimize disruption to the
12 students' program.

13 The staff member shall not accrue any sick leave, vacation, or other benefits during
14 a period of unpaid FMLA leave.

15 The use of FMLA leave shall not result in the loss of any employment benefit that the
16 staff member earned or was entitled to before using FMLA leave.

17 A staff member shall have no greater right to restoration or to other benefits and
18 conditions of employment than if the employee had been continuously employed.

19 If the staff member fails to return to work at the end of the leave for reasons other
20 than the continuation, recurrence, or onset of a serious health condition that entitle
21 the staff member to leave pursuant to reasons (C) or (D) on page one or Military
22 Caregiver Leave, or for circumstances beyond the control of the staff member, the
23 staff member shall reimburse the Board for the health insurance premiums paid by
24 the Board during the unpaid FMLA leave period.

25 Generally, a staff member may not be required to take more FMLA leave than
26 necessary to resolve the circumstance that precipitated the need for leave.

27 A staff member who fraudulently obtains FMLA leave is not protected by this policy's
28 job restoration or maintenance of health benefits provisions.

29 The Superintendent shall prepare any procedures that are appropriate for this policy
30 and ensure that the policy is posted properly.

1 Copies of this policy shall be available to staff members upon request.

2 F.S. 110.221, 1012.61

3 29 U.S.C. 2601 et seq. (as amended)

4 29 C.F.R. Part 825

5 45 C.F.R. Part 160, 164

6 National Defense Authorization Act of 2010

7 © **NEOLA 2010**

1
2

NONDISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY

3 The School Board shall comply with all Federal laws and regulations prohibiting
4 discrimination and with all requirements and regulations of the U.S. Department of
5 Education. It is the policy of the Board that no administrative staff member or
6 candidate for such a position in this District shall, on the basis of race, color,
7 ethnicity, religion, national origin, military status, ancestry, age (except as
8 authorized by law), gender (including sexual orientation and transgender identity),
9 marital status, disability (including HIV, AIDS, or sickle cell trait), genetic
10 information, (hereinafter referred to collectively as "Protected Classes"), ~~or any other~~
11 ~~legally protected category~~which are classes protected by State and/or Federal law
12 (collectively, "protected classes"), be discriminated against, excluded from
13 participation in, denied the benefits of, or otherwise be subjected to, discrimination
14 in any program or activity for which the Board is responsible or for which it receives
15 financial assistance from the U.S. Department of Education.

16 It is the legal obligation and the policy of the Board to employ only those persons
17 who are best qualified, with or without reasonable accommodations.

18

19 Compliance Officer(s)

20

21 The following persons are designated as the Compliance Officers (COs):

22

23 Executive Director for Human Resources

24 Executive Director for Exceptional Education and Student Services

25 1990 25th Street, Vero Beach, FL 32960

26 (772)564-3000

27

28 The names, titles and contact information of these individuals will be published
29 annually on the School District's website

30

31 Complaint Procedures

32

33 If a person believes that s/he has been subjected to unlawful discrimination, the
34 person may utilize the following complaint procedures as a means of reaching, at the
35 lowest possible administrative level, a prompt and equitable resolution of the matter.

36

37 In accordance with Federal and State law, employees will be notified of their right to
38 file an internal complaint regarding an alleged violation, misinterpretation or
39 misapplication of Federal and/or State law. In addition, employees will be notified of
40 their right to file a complaint with the U.S. Department of Education's Office for Civil

1 Rights, the Florida Commission on Human Relations, or the Equal Employment
2 Opportunity Commission.

3
4 Internal complaints must be put in writing and must identify the specific
5 circumstances or areas of dispute that have given rise to the complaint, and offer
6 possible solutions to the dispute. The complaint must be filed with a compliance
7 officer within the time limits specified below. The compliance officer is available to
8 assist individuals in filing a complaint.

9
10 **Internal Complaint Procedure**

11
12 The following internal complaint procedure is available to employees for the prompt
13 and equitable resolution of complaints alleging discrimination based upon disability.
14 This complaint procedure is not available to unsuccessful applicants. Use of the
15 internal complaint procedure is not a prerequisite to the pursuit of other remedies,
16 including the filing of a complaint with the U.S. Department of Education's Office for
17 Civil Rights, the Florida Commission on Human Relations, or the Equal Employment
18 Opportunity Commission.

19
A. An employee with a complaint based on alleged discrimination on
the basis of disability may first discuss the problem with the
compliance officer.

B. If the informal discussion does not resolve the matter, or if the
employee skips Step A, the individual may file a formal written
complaint with the compliance officer. The written complaint must
contain the name and address of the individual or representative
filing the complaint, be signed by the complainant or someone
authorized to sign for the complainant, describe the alleged
discriminatory action in sufficient detail to inform the compliance
officer of the nature and date of the alleged violation, and propose a
resolution. The complaint must be filed within thirty (30) calendar
days of the circumstances or event giving rise to the complaint,
unless the time for filing is extended by the compliance officer for
good cause.

C. The compliance officer will conduct an independent investigation of
the matter (which may or may not include a hearing). This
complaint procedure contemplates informal, but thorough
investigations, affording all interested persons and their
representatives, if any, an opportunity to present witnesses and
other evidence relevant to the complaint. The compliance officer will
provide the complainant with a written disposition of the complaint
within ten (10) work days. If no decision is rendered within ten (10)
work days, or the decision is unsatisfactory in the opinion of the
complainant, the employee may file, in writing, an appeal with the
Superintendent. The compliance officer shall maintain the District's
files and records relating to the complaint.

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2

D. The Superintendent will, within ten (10) work days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

The Superintendent will render his/her decision within ten (10) work days of the hearing.

E. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

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If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC

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At any time, if an employee believes that s/he has been subjected to unlawful discrimination, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations (FCHR), or the Equal Employment Opportunity Commission ("EEOC").

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4 **Appealing to OCR/Florida Commission on Human Relations/EEOC**

5
6 If the complainant is not satisfied with the Superintendent's decision, the
7 complainant will have an additional sixty (60) days to appeal the decision to the
8 United States Department of Education Office of Civil Rights, Florida Commission on
9 Human Relations, or the Equal Employment Opportunity Commission.

10
11 **Retaliation**

12
13 Retaliation against a person who makes a report or files a complaint alleging
14 unlawful discrimination, or participates as a witness in an investigation, is
15 prohibited. Specifically, the Board will not discriminate/retaliate against, coerce,
16 intimidate, threaten or interfere with any individual because the person opposed any
17 act or practice made unlawful by Section 504 or the ADA, or because that individual
18 made a charge, testified, assisted or participated in any manner in an investigation,
19 proceeding, or hearing under those laws, or because that individual exercised,
20 enjoyed, aided or encouraged any other person in the exercise or enjoyment of any
21 right granted or protected by those laws.

22
23 **Training**

24
25 The compliance officers will also oversee the training of employees in the District so
26 that all employees understand their rights and responsibilities under Federal and
27 State law, and are informed of the Board's policies and practices with respect to fully
28 implementing and complying with the requirements of Federal and State law.

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Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the compliance officers will be posted throughout the District, and published in the District's recruitment statements or general information publications as required by Federal and State law and this policy.

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4 **Internal Complaint Procedure**
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6 The following internal complaint procedure is available to employees for the prompt
7 and equitable resolution of complaints alleging discrimination based upon disability.
8 This complaint procedure is not available to unsuccessful applicants. Use of the
9 internal complaint procedure is not a prerequisite to the pursuit of other remedies,
10 including the filing of a complaint with the U.S. Department of Education's Office for
11 Civil Rights, the Florida Commission on Human Relations, or the Equal Employment
12 Opportunity Commission.
13

- A. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the compliance officer.
- B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the compliance officer for good cause.
- C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written disposition of the complaint within ten (10) work days. If no decision is rendered within ten (10) work days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent. The compliance officer shall maintain the District's files and records relating to the complaint.

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D. The Superintendent will, within ten (10) work days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

The Superintendent will render his/her decision within ten (10) work days of the hearing.

E. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

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If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC

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At any time, if an employee believes that s/he has been subjected to unlawful discrimination, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations (FCHR), or the Equal Employment Opportunity Commission ("EEOC").

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4 **Appealing to OCR/Florida Commission on Human Relations/EEOC**

5
6 If the complainant is not satisfied with the Superintendent's decision, the
7 complainant will have an additional sixty (60) days to appeal the decision to the
8 United States Department of Education Office of Civil Rights, Florida Commission on
9 Human Relations, or the Equal Employment Opportunity Commission.

10
11 **Retaliation**

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13 Retaliation against a person who makes a report or files a complaint alleging
14 unlawful discrimination, or participates as a witness in an investigation, is
15 prohibited. Specifically, the Board will not discriminate/retaliate against, coerce,
16 intimidate, threaten or interfere with any individual because the person opposed any
17 act or practice made unlawful by Section 504 or the ADA, or because that individual
18 made a charge, testified, assisted or participated in any manner in an investigation,
19 proceeding, or hearing under those laws, or because that individual exercised,
20 enjoyed, aided or encouraged any other person in the exercise or enjoyment of any
21 right granted or protected by those laws.

22
23 **Training**

24
25 The compliance officers will also oversee the training of employees in the District so
26 that all employees understand their rights and responsibilities under Federal and
27 State law, and are informed of the Board's policies and practices with respect to fully
28 implementing and complying with the requirements of Federal and State law.
29

1 The Superintendent shall appoint and publicize the name of the compliance officer(s)
2 who is/are responsible for coordinating the district's efforts to comply with
3 applicable Federal and State laws and regulations, including the District's duty to
4 address in a prompt and equitable manner any inquiries or complaints regarding
5 discrimination or denial of equal access. ~~The Compliance Officer(s)~~The
6 Superintendent shall also verify that proper notice of nondiscrimination for Title II
7 of the Americans with Disabilities Act (as amended), Title VI, and Title VII of the Civil
8 Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of
9 the Rehabilitation Act of 1973 (as amended), Americans with Disabilities Act of
10 1990, and the Age Discrimination in Employment Act will be provided to staff
11 members and the general public. Any sections of the District's collectively-
12 bargained agreements dealing with hiring, promotion, and tenure will contain a
13 statement of nondiscrimination similar to that in the Board's statement above.

14 F.S. 1000.05
15 20 U.S.C. 1681 et seq., Title IX
16 29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
17 29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended
18 42 U.S.C. 2000e, et seq., Civil Rights Act of 1964
19 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
20 42 U.S.C. 12112, Americans with Disabilities Act of 1990, as amended
21 29 C.F.R. Part 1635

22 © **NEOLA 2010**

1 PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT

2 The School Board prohibits discrimination against any employee or applicant based
3 upon his/her disability. As such, the Board will not engage in employment practices
4 or adopt policies that discriminate on the basis of disability, or otherwise
5 discriminate against qualified individuals with disabilities in regard to job
6 application procedures, the hiring, advancement or discharge of employees,
7 employee compensation, job training, or other terms, conditions and privileges of
8 employment. The Board further will not limit, segregate or classify applicants or
9 employees in any way that adversely affects their opportunities or status because of
10 disability. Additionally, the Board will not participate in any contractual or other
11 relationships that have the effect of subjecting qualified individuals with disabilities
12 who are applicants or employees to discrimination on the basis of disability.

13 "An individual with a disability" means a person who has, had a record of, or is
14 regarded as having, a physical or mental impairment that substantially limits one or
15 more major life activities. Major life activities are functions such as caring for one's
16 self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing,
17 lifting, bending, speaking, breathing, learning, reading, concentrating, thinking,
18 communicating, sitting, reaching, interacting with others, and working.

19 Major life activities also include the operation of a major bodily function, including,
20 but not limited to, functions of the immune system, special sense organs and skin,
21 normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain,
22 respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and
23 reproductive functions. The operation of a major bodily function includes the
24 operation of an individual organ within a body system.

25 An impairment that is episodic in nature or in remission is considered a disability if
26 it would substantially limit a major life activity when active.

27 The determination of whether an impairment substantially limits a major life activity
28 must be made without regard to the ameliorative effects of mitigating measures such
29 as medication, medical supplies, equipment or appliances, low-vision devices
30 (defined as devices that magnify, enhance, or otherwise augment a visual image, but
31 not including ordinary eyeglasses or contact lenses), prosthetics (including limbs
32 and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing
33 devices, mobility devices, oxygen therapy equipment or supplies, use of assistive
34 technology, reasonable accommodations or "auxiliary aides or services," learned
35 behavioral or adaptive neurological modifications, psychotherapy, behavioral
36 therapy, or physical therapy.

1 A qualified person with a disability means the individual satisfies the requisite skill,
2 experience, education and other job-related requirements of the employment
3 position such individual holds or desires and, with or without reasonable
4 accommodation, can perform the essential functions of the job in question.

5 The Board will provide a reasonable accommodation to a qualified individual who
6 has an actual disability or who has a record of a disability, unless the
7 accommodation would impose an undue hardship on the operation of the District's
8 program and/or activities. A reasonable accommodation is not necessarily required
9 for an individual who is merely regarded as having a disability.

10 District Compliance Officers

11 The following persons are designated as the District Section 504 Compliance
12 Officers/ADA Coordinators ("District Compliance Officers"):

13 Title: Executive Director of Human Resources
14 Executive Director of Exceptional Education and Student Services

15 Address: 1990 25th Street
16 Vero Beach, Florida 32960

17 Phone: 772-564-3000

18 Fax: 772-569-2360
19

20 The name(s), title(s), and contact information of this/these individual(s) will be
21 published annually on the District website

22 The District Compliance Officers are responsible for coordinating the District's
23 efforts to comply with and fulfill its responsibilities under Section 504 and Title II of
24 the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and
25 the ADA, including copies of their implementing regulations, may be obtained from
26 either of the District Compliance Officers.

27 The District Compliance Officers will oversee the investigation of any complaints of
28 discrimination based on disability, which may be filed pursuant to the Board's
29 adopted internal complaint procedure, and will attempt to resolve such complaints.
30 The Board will provide for the prompt and equitable resolution of complaints alleging
31 violations of Section 504/ADA. ~~(See also Policy 4122.04 – Complaint Procedures~~
32 ~~Related to Alleged Discrimination in Employment)~~
33

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2 **Complaint Procedures**

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If a person believes that s/he has been discriminated against on the basis of his/her disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment, the person may utilize the complaint procedures set forth in Policy 4122 - Nondiscrimination and Equal Employment Opportunity as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

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4 **Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC**
5

6 At any time, if an employee believes that s/he has been subjected to discrimination
7 based upon his/her disability in violation of Section 504 or the ADA, the individual
8 may file a complaint with the U.S. Department of Education's Office for Civil Rights
9 ("OCR"), the Florida Commission on Human Relations, or the Equal Employment
10 Opportunity Commission ("EEOC").

11
12 **Appealing to OCR/Florida Commission on Human Relations/EEOC**
13

14 If the complainant is not satisfied with the Superintendent's decision, the
15 complainant will have an additional sixty (60) days to appeal the decision to the
16 United States Department of Education Office of Civil Rights, Florida Commission on
17 Human Relations, or the Equal Employment Opportunity Commission.

18
19 **Retaliation**
20

21 Retaliation against a person who makes a report or files a complaint alleging
22 unlawful discrimination, or participates as a witness in an investigation, is
23 prohibited. Specifically, the Board will not discriminate/retaliate against, coerce,
24 intimidate, threaten or interfere with any individual because the person opposed any
25 act or practice made unlawful by Section 504 or the ADA, or because that individual
26 made a charge, testified, assisted or participated in any manner in an investigation,
27 proceeding, or hearing under those laws, or because that individual exercised,
28 enjoyed, aided or encouraged any other person in the exercise or enjoyment of any
29 right granted or protected by those laws.

30 **Training**

31 The District Compliance Officers will also oversee the training of employees in the
32 District so that all employees understand their rights and responsibilities under
33 Section 504 and the ADA, and are informed of the Board's policies, administrative
34 procedures and practices with respect to fully implementing and complying with the
35 requirements of Section 504/ADA.

36 The Board will provide in-service training and consultation to staff responsible for
37 the education of persons with disabilities, as necessary and appropriate.

38 **Facilities**

39 No qualified person with a disability will, because the District's facilities are
40 inaccessible to or unusable by persons with disabilities, be denied the benefits of, be
41 excluded from participation in, or otherwise be subjected to discrimination under
42 any program or activity to which Section 504/ADA applies.

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

SUPPORT STAFF
4122.01/page 5 of 5

1 For facilities constructed or altered after June 3, 1977, the District will comply with
2 applicable accessibility standards. For those existing facilities constructed prior to
3 June 3, 1977, the District is committed to operating its programs and activities so
4 that they are readily accessible to persons with disabilities.

5 Notice

6 Notice of the Board's policy on nondiscrimination in employment practices and the
7 identity of the District's Compliance Officers will be posted throughout the District,
8 and published in the District's recruitment statements or general information
9 publications.

10 29 C.F.R. Part 1630
11 29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended
12 34 C.F.R. Part 104
13 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

14 © **NEOLA 2012**

1 ~~Internal complaints must be in writing and must identify the specific circumstances~~
2 ~~or areas of dispute that have given rise to the complaint, and offer possible solutions~~
3 ~~to the dispute. Anonymous complaints will not be accepted. The complaint must be~~
4 ~~filed with a DCO, or with the Superintendent if the alleged harasser is one of the~~
5 ~~DCOs, within the time limits specified below. A DCO, or the Superintendent if the~~
6 ~~alleged harasser is one of the DCOs, is available to assist individuals in filing a~~
7 ~~complaint.~~

8 Internal Complaint Procedure

9 ~~The following internal complaint procedure is available to employees for the prompt~~
10 ~~and equitable resolution of complaints alleging discrimination in employment based~~
11 ~~upon protected classes.~~

12 ~~This complaint procedure is not available to unsuccessful applicants. Use of the~~
13 ~~internal complaint procedure is not a prerequisite to the pursuit of other remedies,~~
14 ~~including the filing of a complaint with the U.S. Department of Education's Office for~~
15 ~~Civil Rights, the Florida Commission on Human Relations, and/or any other State or~~
16 ~~Federal agencies responsible for investigating complaints of discrimination. An~~
17 ~~employee who files a complaint must continue to perform his/her duties in a~~
18 ~~competent manner during the time his/her complaint is pending. Employees who~~
19 ~~knowingly submit false complaints may be subject to disciplinary action.~~

20 ~~A. An employee with a complaint based on alleged discrimination in~~
21 ~~employment may first discuss the problem with the DCO or his/her~~
22 ~~designee. If the alleged discrimination was committed by one of the~~
23 ~~DCOs, the employee may first discuss the matter with the~~
24 ~~Superintendent.~~

25 ~~B. If the informal discussion does not resolve the matter, or if the~~
26 ~~employee skips Step A, the individual may file a formal written~~
27 ~~complaint with a DCO, or with the Superintendent if the alleged~~
28 ~~harasser is the DCO. The written complaint must contain the name~~
29 ~~and address of the individual or representative filing the complaint,~~
30 ~~be signed by the complainant, describe the alleged discriminatory~~
31 ~~action in sufficient detail to inform the DCO, or Superintendent if~~
32 ~~the alleged harasser is the DCO, of the nature and date of the~~
33 ~~alleged violation, and propose a resolution. The complaint must be~~
34 ~~filed within thirty (30) calendar days of the circumstances or event~~
35 ~~giving rise to the complaint, unless the time for filing is extended by~~
36 ~~the DCO, or the Superintendent if the alleged harasser is one of the~~
37 ~~DCOs, for good cause.~~

1 C. ~~The DCO or his/her designee, or the Superintendent if the alleged~~
2 ~~harasser is one of the DCOs, will conduct an independent~~
3 ~~investigation of the matter, which may or may not include a hearing.~~
4 ~~This complaint procedure contemplates an informal, thorough~~
5 ~~investigation that affords all interested persons and their~~
6 ~~representatives, if any, an opportunity to present witnesses and~~
7 ~~other evidence relevant to the complaint. The DCO, or~~
8 ~~Superintendent if the alleged harasser is the DCO, will provide the~~
9 ~~complainant with a written disposition of the complaint within~~
10 ~~ten (10) workdays.~~

11
12 ~~If no decision is rendered by the DCO within ten (10) workdays, or~~
13 ~~the decision of the DCO is unsatisfactory in the opinion of the~~
14 ~~complainant, the employee may file, in writing, an appeal with the~~
15 ~~Superintendent. The DCO, or Superintendent if the alleged~~
16 ~~harasser is the DCO, shall maintain the District's files and records~~
17 ~~relating to the complaint.~~

18 D. ~~The Superintendent will, within ten (10) workdays of receiving the~~
19 ~~written appeal, conduct a hearing with all parties involved in an~~
20 ~~attempt to resolve the complaint.~~

21
22 ~~The Superintendent will render his/her decision within ten (10)~~
23 ~~workdays of the hearing.~~

24 E. ~~If the Superintendent is the subject of the complaint, then the~~
25 ~~complaint shall be forwarded to the Board Chairman and the Board~~
26 ~~Attorney, and the Chairman and the Board Attorney shall confer~~
27 ~~regarding the appropriate disposition and procedures for handling~~
28 ~~the complaint. The Chairman, acting with the advice of the Board~~
29 ~~Attorney, shall have the right to require the complainant to provide~~
30 ~~additional information if s/he is unable to understand the nature or~~
31 ~~the sufficiency of the complaint.~~

32 F. ~~The employee may be represented, at his/her own cost, at any of the~~
33 ~~above described meetings/hearings.~~

34 G. ~~The right of a person to a prompt and equitable resolution of the~~
35 ~~complaint shall not be impaired by the person's pursuit of other~~
36 ~~remedies such as the filing of a complaint with the Office for Civil~~
37 ~~Rights, any other State or Federal agencies responsible for~~
38 ~~investigating complaints of discrimination, or the filing of a case in a~~
39 ~~court of competent jurisdiction. Use of this internal complaint~~
40 ~~procedure is not a prerequisite to the pursuit of other remedies.~~

1 H. ~~In accordance with F.S. Chapter 119, complaints and other records~~
2 ~~created in relation to any internal complaint of discrimination will~~
3 ~~remain confidential until a finding is made relating to probable~~
4 ~~cause, the investigation of the complaint becomes inactive, or the~~
5 ~~complaint or other record is made part of the official record of any~~
6 ~~hearing or court proceeding.~~

7 Federal and/or State Complaint

8 ~~At any time, if an employee believes that s/he has been subjected to discrimination~~
9 ~~with regard to the terms or conditions of his or her employment, the individual may~~
10 ~~file a complaint with the U.S. Department of Education's Office for Civil Rights~~
11 ~~("OCR"), the Florida Commission on Human Relations (FCHR), and/or any other~~
12 ~~State or Federal agencies responsible for investigating complaints of discrimination.~~

13 ~~The OCR can be reached at:~~

14 ~~—— U.S. Department of Education~~
15 ~~Office for Civil Rights~~
16 ~~U.S. Department of Health and Human Services~~
17 ~~Sam Nunn Atlanta Federal Center, Suite 19T70~~
18 ~~61 Forsyth Street S.W.~~
19 ~~Atlanta, Georgia 30303-8909~~
20 ~~FAX: (404) 562-7881~~
21 ~~TDD: (404) 562-7884~~
22 ~~E-mail: OCR@ed.gov~~
23 ~~Web: http://www.ed.gov/ocr~~

24 ~~The FCHR can be reached at:~~

25 ~~—— Florida Commission on Human Relations~~
26 ~~2009 Apalachee Parkway, Suite 100~~
27 ~~Tallahassee, FL 32301~~
28 ~~Phone: (850) 488-7082~~
29 ~~Toll Free: (800) 342-8170~~
30 ~~Fax: (850) 488-5291~~
31 ~~The Florida Relay Service Voice (statewide) 711~~
32 ~~TDD ASCII: (800) 955-1339~~
33 ~~TDD Baudot: (800) 955-8771~~
34 ~~E-mail: fchrinfo@fchr.myflorida.com~~
35 ~~Website: http://fchr.state.fl.us~~

1 Prohibition Against Retaliation

2 ~~The School Board will not discriminate against, coerce, intimidate, threaten or~~
3 ~~interfere with any individual because the person opposed any act or practice made~~
4 ~~unlawful by Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Title IX of~~
5 ~~the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of~~
6 ~~1973, Americans with Disabilities Act of 1990, as amended, the Age Discrimination~~
7 ~~in Employment Act of 1967, the Equal Pay Act of 1963, the Pregnancy~~
8 ~~Discrimination Act of 1973, the Family Medical Leave Act of 1993, the Genetic~~
9 ~~Information Nondiscrimination Act of 2008, and their implementing regulations, the~~
10 ~~Florida Civil Rights Act of 1992, and/or the Florida Educational Equity Act, or~~
11 ~~because that individual made a charge, testified, assisted or participated in any~~
12 ~~manner in an investigation, proceeding, or hearing under the aforementioned laws~~
13 ~~or implementing regulations, or because that individual exercised, enjoyed, aided or~~
14 ~~encouraged any other person in the exercise or enjoyment of any right granted or~~
15 ~~protected by the aforementioned laws or their implementing regulations.~~

16 ~~F.S. 760.01 through 760.11 (and 509.092), Florida Civil Rights Act of 1992~~

17 ~~F.S. 448.07~~

18 ~~F.S. 448.075, 760.50~~

19 ~~F.S. 553.501 et seq., Florida Americans With Disabilities Accessibility~~

20 ~~Implementation Act~~

21 ~~F.S. 553.514~~

22 ~~F.S. 1000.05, Florida Educational Equity Act~~

23 ~~F.S. 1001.41, 1001.43~~

24 ~~F.A.C. 6A 19~~

25 ~~29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended~~

26 ~~42 U.S.C. 2000a, Title II of the Civil Rights Act of 1964, as amended~~

27 ~~42 U.S.C. 2000d, Title VI of the Civil Rights Act of 1964, as amended~~

28 ~~42 U.S.C. 2000e, Title VII of the Civil Rights Act of 1964, as amended~~

29 ~~42 U.S.C. 2000ff, the Genetic Information Nondiscrimination Act of 2008~~

30 ~~42 U.S.C. 12101, et seq., the Americans with Disabilities Act of 1990, as amended~~

31 ~~29 U.S.C. 2601, et seq., the Family Medical Leave Act of 1993, as amended~~

32 ~~29 U.S.C. 621, et seq., the Age Discrimination in Employment Act of 1967, as~~
33 ~~amended~~

34 ~~29 U.S.C. 206(d), the Equal Pay Act of 1963, as amended~~

35 ~~20 U.S.C. 1681-1688, Title IX of the Education Amendment Act of 1972~~

36 ~~© NEOLA 2012~~

1

ANTI-HARASSMENT

2 **General Policy Statement**

3 It is the policy of the School Board to maintain an education and work environment
4 which is free from all forms of unlawful harassment, including sexual harassment.
5 This commitment applies to all School District operations, programs, and activities.
6 All students, administrators, teachers, staff, and all other school personnel share
7 responsibility for avoiding, discouraging, and reporting any form of unlawful
8 harassment. This policy applies to unlawful conduct occurring on school property,
9 or at another location if such conduct occurs during an activity sponsored by the
10 Board.

11 The ~~Board~~ Superintendent will vigorously enforce its prohibition against harassment
12 ~~based on the basis of race, color, national origin, sex (including sexual orientation or~~
13 ~~transgender identity), disability (including HIV, AIDS, or sickle cell trait, race, color,~~
14 ~~ethnicity, national origin, religion, marital status, disability~~ age (except as authorized
15 by law), religion, military status, ancestry, or, genetic information, which are classes
16 protected by State and/or Federal law (collectively, "protected classes") or any other
17 legally prohibited basis, and encourages those within the School District community
18 as well as third parties, who feel aggrieved to seek assistance to rectify the problems.
19 The ~~Board~~ Superintendent will investigate all allegations of unlawful harassment
20 and in those cases where legally prohibited harassment is substantiated, the ~~Board~~
21 Superintendent will take immediate steps to end the harassment. Individuals who
22 are found to have engaged in unlawful harassment will be subject to appropriate
23 disciplinary action.

24 For purposes of this policy, "School District community" means students,
25 administrators, teachers, staff, and all other school personnel, including Board
26 members, agents, volunteers, contractors, or other persons subject to the control
27 and supervision of the Board.

28 For purposes of this policy, "third parties" include, but are not limited to, guests
29 and/or visitors on School District property (e.g., visiting speakers, participants on
30 opposing athletic teams, parents), vendors doing business with, or seeking to do
31 business with, the Board, and other individuals who come in contact with members
32 of the School District community at school-related events/activities (whether on or
33 off School District property).

34 **Other Violations of the Anti-Harassment Policy**

35 The ~~Board~~ Superintendent will also take immediate steps to impose disciplinary
36 action on individuals engaging in any of the following prohibited acts:

- 1 A. Retaliating against a person who has made a report or filed a
- 2 complaint alleging unlawful harassment, or who has participated as
- 3 a witness in a harassment investigation.

1 B. Filing a malicious or knowingly false report or complaint of
2 harassment.

3 C. Disregarding, failing to investigate adequately, or delaying
4 investigation of allegations of unlawful harassment, when
5 responsibility for reporting and/or investigating unlawful
6 harassment charges comprises part of one's supervisory duties.

7 **Definitions**

8 **Sexual Harassment**

9 Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational
10 Amendments of 1972, "sexual harassment" is defined as:

11 Unwelcome sexual advances, requests for sexual favors, and other verbal or physical
12 conduct of a sexual nature, when:

13 A. Submission to such conduct is made either implicitly or explicitly a
14 term or condition of an individual's employment, or status in a
15 class, educational program, or activity;

16 B. Submission or rejection of such conduct by an individual is used as
17 the basis for employment or educational decisions affecting such
18 individual;

19 C. Such conduct has the purpose or effect of interfering with the
20 individual's work or educational performance; of creating an
21 intimidating, hostile, or offensive working, and/or learning
22 environment; or of interfering with one's ability to participate in or
23 benefit from a class or an educational program or activity.

24 Sexual harassment may involve the behavior of a person of either gender against a
25 person of the same or opposite gender.

26 Prohibited acts that constitute sexual harassment may take a variety of forms.
27 Examples of the kinds of conduct that may constitute sexual harassment include,
28 but are not limited to:

29 A. Unwelcome sexual propositions, invitations, solicitations, and
30 flirtations.

31 B. Physical assault.

- 1 C. Threats or insinuations that a person's employment, wages,
2 academic grade, promotion, classroom work or assignments,
3 academic status, participation in athletics or extra-curricular
4 programs or events, or other conditions of employment or education
5 may be adversely affected by not submitting to sexual advances.
- 6 D. Unwelcome verbal expressions of a sexual nature, including graphic
7 sexual commentaries about a person's body, dress, appearance, or
8 sexual activities; the unwelcome use of sexually degrading language,
9 jokes or innuendoes; unwelcome suggestive or insulting sounds or
10 whistles; obscene telephone calls.
- 11 E. Sexually suggestive objects, pictures, videotapes, audio recordings,
12 or literature, placed in the work or educational environment, which
13 may embarrass or offend individuals.
- 14 F. Unwelcome and inappropriate touching, patting, or pinching;
15 obscene gestures.
- 16 G. A pattern of conduct, which can be subtle in nature, that has sexual
17 overtones and is intended to create or has the effect of creating
18 discomfort and/or humiliation to another.
- 19 H. Remarks speculating about a person's sexual activities or sexual
20 history, or remarks about one's own sexual activities or sexual
21 history.
- 22 I. ~~I.~~—Consensual sexual relationships where such relationship leads
23 to favoritism of a subordinate employee with whom the superior is
24 sexually involved and where such favoritism adversely affects other
25 employees or otherwise creates a hostile work environment.
- 26 J. Verbal, nonverbal, or physical aggression, intimidation, or hostility
27 based on sex or sex-stereotyping that does not involve conduct of a
28 sexual nature.
- 29
30 K. Inappropriate boundary invasions by a District employee or other
31 adult member of the School District community into a student's
32 personal space and personal life ~~(see AP 1362).~~

33 Not all behavior with sexual connotations constitutes unlawful sexual harassment.
34 Conduct must be sufficiently severe, pervasive, and persistent such that it adversely
35 affects an individual's employment or education, or such that it creates a hostile or
36 abusive employment or educational environment.

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- 1 **NOTE: Any teacher, administrator, coach, or other school authority who**
- 2 **engages in sexual conduct with a student may also be guilty of a crime.**

1 **Race/Color Harassment**

2 Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal
3 conduct is based upon an individual's race or color and when the conduct has the
4 purpose or effect of interfering with the individual's work or educational
5 performance; of creating an intimidating, hostile, or offensive working, and/or
6 learning environment; or of interfering with one's ability to participate in or benefit
7 from a class or an educational program or activity. Such harassment may occur
8 where conduct is directed at the characteristics of a person's race or color, such as
9 racial slurs, nicknames implying stereotypes, epithets, and/or negative references
10 relative to racial customs.

11 **Religious (Creed) Harassment**

12 Prohibited religious harassment occurs when unwelcome physical, verbal, or
13 nonverbal conduct is based upon an individual's religion or creed and when the
14 conduct has the purpose or effect of interfering with the individual's work or
15 educational performance; of creating an intimidating, hostile, or offensive working
16 and/or learning environment; or of interfering with one's ability to participate in or
17 benefit from a class or an educational program or activity. Such harassment may
18 occur where conduct is directed at the characteristics of a person's religious
19 tradition, clothing, or surnames, and/or involves religious slurs.

20 **National Origin Harassment**

21 Prohibited national origin harassment occurs when unwelcome physical, verbal, or
22 nonverbal conduct is based upon an individual's national origin and when the
23 conduct has the purpose or effect of interfering with the individual's work or
24 educational performance; of creating an intimidating, hostile, or offensive working
25 and/or learning environment; or interfering with one's ability to participate in or
26 benefit from a class or an educational program or activity. Such harassment may
27 occur where conduct is directed at the characteristics of a person's national origin,
28 such as negative comments regarding customs, manner of speaking, language,
29 surnames, or ethnic slurs.

1 **Disability Harassment**

2 Prohibited disability harassment occurs when unwelcome physical, verbal, or
3 nonverbal conduct is based upon an individual's disability and when the conduct
4 has the purpose or effect of interfering with the individual's work or educational
5 performance of creating an intimidating, hostile, or offensive working and/or
6 learning environment; or with one's ability to participate in or benefit from a class or
7 an educational program or activity. Such harassment may occur where conduct is
8 directed at the characteristics of a person's disabling condition, such as negative
9 comments about speech patterns, movement, physical impairments or
10 defects/appearances, or the like. Such harassment may further occur where
11 conduct is directed at or pertains to a person's genetic information.

12 **Reports and Complaints of Harassing Conduct**

13 Members of the School District community and third parties are encouraged to
14 promptly report incidents of unlawful harassing conduct to an administrator,
15 supervisor or other School District official so that the ~~Board~~ Superintendent may
16 address the conduct before it becomes severe, pervasive, or persistent. Any
17 administrator, supervisor, or other District Official who receives such a complaint
18 shall file it with the District's Anti-Harassment Compliance Officer within two (2)
19 days.

20 Members of the School District community or third parties who believe they have
21 been unlawfully harassed by another member of the School District community or a
22 third party are entitled to utilize the Board's complaint process that is set forth in
23 Policy 1362.02 - Anti-Harassment Complaint Procedure. Initiating a complaint,
24 whether formally or informally, will not adversely affect the complaining individual's
25 employment or participation in educational or extra-curricular programs unless the
26 complaining individual makes the complaint maliciously or with knowledge that it is
27 false. While there are no time limits for initiating complaints of harassment under
28 this policy, individuals should make every effort to file a complaint as soon as
29 possible after the conduct occurs while the facts are known and potential witnesses
30 are available.

31 If, during an investigation of reported act of bullying and/or harassment in
32 accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her
33 designee believes that the reported misconduct may have created a hostile work
34 environment and may have constituted unlawful discriminatory harassment based
35 on sex, race, color, national origin, religion, or disability, the principal or his/her
36 designee will report the act of bullying and/or harassment to one of the Compliance
37 Officers who shall investigate the allegation in accordance with this policy. While
38 the Compliance Officer investigates the allegation, the Principal shall suspend
39 his/her Policy 5517.01 investigation to await the Compliance Officer's written report.

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- 1 The Compliance Officer shall keep the Principal informed of the status of the Policy
- 2 1362 investigation and provide him/her with a copy of the resulting written report.
- 3

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4 **Anti-Harassment Compliance Officers**

5
6 The following individuals serve as "Anti-Harassment Compliance Officers" for the
7 District. They are hereinafter referred to as the "Compliance Officers":
8

9 Executive Director for Human Resources
10 Executive Director for Exceptional Student Education and Student Services
11

12 The names, titles, and contact information of these individuals will be published
13 annually on the School District's Website
14

15
16 The names, titles, and/or contact information of the persons presently serving as
17 Compliance Officers may change from time to time, and such changes shall be
18 deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made
19 pursuant to that bylaw.
20

21 A Compliance Officer will be available during regular school/work hours to discuss
22 concerns related to unlawful harassment, to assist students, other members of the
23 School District community, and third parties who seek support or advice when
24 informing another individual about "unwelcome" conduct, or to intercede informally
25 on behalf of the individual in those instances where concerns have not resulted in
26 the filing of a formal complaint and where all parties are in agreement to participate
27 in an informal process.
28

29 Any Board employee who directly observes unlawful harassment of a student is
30 obligated, in accordance with this policy, to report such observations to one of the
31 Anti-Harassment Compliance Officers within two (2) business days. Thereafter, the
32 Compliance Officer or designee must contact the student, if over age eighteen (18) or
33 the student's parents if under the age eighteen (18), within two (2) business days to
34 advise s/he/them of the Superintendent's intent to investigate the alleged
35 misconduct, including the obligation of the compliance officer or designee to conduct
36 an investigation following all the procedures outlined for a formal complaint.
37

38 Compliance Officers are assigned to accept complaints of unlawful harassment
39 directly from any member of the School District community or a visitor to the
40 District, or to receive complaints which are initially filed with a school building
41 administrator. Upon receipt of a complaint either directly or through a school
42 building administrator, the Compliance Officer will begin either an informal or
43 formal process (depending on the request of the member of the School District
44 community alleging harassment), or the Compliance Officer will designate a specific
45 individual to conduct such a process. In the case of a formal complaint, the
46 Compliance Officer will prepare, after consultation with the Board Attorney or
47 Superintendent, recommendations for the Superintendent or will oversee the
48 preparation of such recommendations by a designee. All members of the School

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- 1 District community must report incidents of unlawful harassment which are
- 2 reported to them to a Compliance Officer within five (5) calendar days of learning of
- 3 the incident.
- 4

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4 **Investigation and Complaint Procedure**
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6 Any employee or other member of the School District community or visitor to the
7 District who believes that s/he has been subjected to unlawful harassment may
8 seek resolution of his/her complaint through either the informal or formal
9 procedures as described below. Further, a process for investigating claims of
10 harassment and a process for rendering a decision regarding whether the claim of
11 legally prohibited harassment or retaliation was substantiated are set forth below.
12

13 Due to the sensitivity surrounding complaints of unlawful harassment or retaliation,
14 time lines are flexible for initiating the complaint process; however, individuals
15 should make every effort to file a complaint within thirty (30) calendar days after the
16 conduct occurs while the facts are known and potential witnesses are available.
17 Once the formal complaint process is begun, the investigation will be completed in a
18 timely manner (ordinarily, within fifteen (15) calendar days of the complaint being
19 received).
20

21 The informal and formal procedures set forth below are not intended to interfere
22 with the rights of any individual to pursue a complaint of unlawful harassment or
23 retaliation with the United States Department of Education, Office for Civil Rights,
24 the Florida Civil Rights Commission, or the Equal Employment Opportunity
25 Commission.
26

27 **Informal Complaint Procedure**
28

29 The goal of the informal complaint procedure is to stop inappropriate behavior and
30 to investigate and facilitate resolution through an informal means, if possible. The
31 informal complaint procedure is provided as a less formal option for a student who
32 believes s/he has been unlawfully harassed or retaliated against. This informal
33 procedure is not required as a precursor to the filing of a formal complaint.
34

35 Employees, other members of the School District community, or third parties who
36 believe that they have been unlawfully harassed or retaliated against may initiate
37 their complaint through this informal complaint process, but are not required to do
38 so. The informal process is only available in those circumstances where the parties
39 (alleged target of harassment and alleged harasser(s)) agree to participate in the
40 informal process.
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4 Employees, other members of the School District community, or third parties who
5 believe that they have been unlawfully harassed or retaliated against may proceed
6 immediately to the formal complaint process and individuals who seek resolution
7 through the informal procedure may request that the informal process be terminated
8 at any time to move to the formal complaint process.
9

10 However, all complaints of harassment involving a District employee, any other adult
11 member of the School District community, or a third party against a student will be
12 formally investigated.
13

14 As an initial course of action, if an individual feels that s/he is being unlawfully
15 harassed and s/he is able and feels safe doing so, the individual should tell or
16 otherwise inform the harasser that the conduct is unwelcome and must stop. Such
17 direct communication should not be utilized in circumstances involving sexual
18 violence. The complaining individual should address the allegedly harassing
19 conduct as soon after it occurs as possible. The Compliance Officers is available to
20 support and counsel individuals when taking this initial step or to intervene on
21 behalf of the individual if requested to do so. An individual who is uncomfortable or
22 unwilling to inform the harasser of his/her complaint is not prohibited from
23 otherwise filing an informal or a formal complaint. In addition, with regard to
24 certain types of unlawful harassment, such as sexual harassment, the Compliance
25 Officer may advise against the use of the informal complaint process.
26

27 An individual who believes s/he has been unlawfully harassed may make an
28 informal complaint, either orally or in writing: (1) to a teacher, other employee, or
29 building administrator; (2) to the Superintendent or other District-level employee;
30 and/or (3) directly to one of the Compliance Officers.
31

32 All informal complaints must be reported to the Compliance Officers who will either
33 facilitate an informal resolution as described below on his/her own, or appoint
34 another individual to facilitate an informal resolution.
35

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4 The School District's informal complaint procedure is designed to provide employees,
5 other members of the School District community, or third parties who believe they
6 are being unlawfully harassed by another individual with a range of options
7 designed to bring about a resolution of their concerns. Depending upon the nature
8 of the complaint and the wishes of the individual claiming unlawful harassment,
9 informal resolution may involve, but not be limited to, one or more of the following:
10

- A. Advising the individual about how to communicate the unwelcome nature of the behavior to the alleged harasser.
- B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.
- C. If both parties agree, the Compliance Officers may arrange and facilitate a meeting between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

11
12 While there are no set time limits within which an informal complaint must be
13 resolved, the Compliance Officers or designee will exercise his/her authority to
14 attempt to resolve all informal complaints within fifteen (15) calendar days of
15 receiving the informal complaint. Parties who are dissatisfied with the results of the
16 informal complaint process may proceed to file a formal complaint. And, as stated
17 above, parties may request that the informal process be terminated at any time to
18 move to the formal complaint process.
19

20 All materials generated as part of the informal complaint process will be retained by
21 the Compliance Officers or designee in accordance with the Board's records
22 retention policy. (See Policy 8310 and Policy 8320)
23

Formal Complaint Procedure

24
25
26 If a complaint is not resolved through the informal complaint process, if one of the
27 parties has requested that the informal complaint process be terminated to move to
28 the formal complaint process, or if the individual elects to file a formal complaint
29 initially, the formal complaint process as described below shall be implemented.
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4 This formal complaint process is not intended to interfere with the rights of an
5 employee, other member of the School District community, or third party to pursue
6 a complaint of unlawful harassment with the United States Department of
7 Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal
8 Employment Opportunity Commission.
9

10 An individual who believes s/he has been subjected to offensive
11 conduct/harassment hereinafter referred to as the "complainant", may file a formal
12 complaint, either orally or in writing with a teacher, principal, or other District
13 employee, the Compliance Officer, Superintendent, or other District employee. Due
14 to the sensitivity surrounding complaints of unlawful harassment and retaliation,
15 time lines are flexible for initiating the complaint process; however, individuals
16 should make every effort to file a complaint within thirty (30) calendar days after the
17 conduct occurs while the facts are known and potential witnesses are available. If a
18 complainant informs a teacher, principal, or other District employee, the Compliance
19 Officer, Superintendent, or other District employee, either orally or in writing, about
20 any complaint of harassment, that employee must report such information to the
21 Compliance Officer or designee within two (2) business days.
22

23 Throughout the course of the process as described herein, the Compliance Officer
24 should keep the parties informed of the status of the investigation and the decision
25 making process.
26

27 All formal complaints must include the following information to the extent it is
28 available: the identity of the individual believed to have engaged in, or engaging in,
29 offensive conduct/harassment/retaliation; a detailed description of the facts upon
30 which the complaint is based; a list of potential witnesses; and the resolution sought
31 by the complainant.
32

33 If the complainant is unwilling or unable to provide a written statement including
34 the information set forth above, the Compliance Officer shall ask for such details in
35 an oral interview. Thereafter the Compliance Officer will prepare a written summary
36 of the oral interview, and the complainant will be asked to verify the accuracy of the
37 reported charge by signing the document.
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4 Upon receiving a formal complaint, the Compliance Officer will consider whether any
5 action should be taken in the investigatory phase to protect the complainant from
6 further harassment or retaliation including but not limited to a change of work
7 assignment or schedule for the complainant and/or the alleged harasser. In making
8 such a determination, the Compliance Officer should consult the complainant to
9 assess his/her agreement to any action deemed appropriate. If the complainant is
10 unwilling to consent to any change that is deemed appropriate by the Compliance
11 Officer, the Compliance Officer may still take whatever actions s/he deem
12 appropriate in consultation with the Superintendent and/or Board Attorney.

13
14 Within five (5) business days of receiving a formal complaint, the Compliance Officer
15 or a designee will initiate a formal investigation to determine whether the
16 complainant has been subjected to offensive conduct/harassment/retaliation. A
17 Principal will not conduct an investigation unless directed to do so by the
18 Compliance Officer.

19
20 Simultaneously, the Compliance Officer will inform the individual alleged to have
21 engaged in the harassing conduct, hereinafter referred to as the "respondent", that a
22 complaint has been received. The respondent will be informed about the nature of
23 the allegations and a copy of these administrative procedures and the Board's anti-
24 harassment policy shall be provided to the respondent at that time. The respondent
25 must also be informed of the opportunity to submit a written response to the
26 complaint within five (5) business days.

27
28 Although certain cases may require additional time, the Compliance Officer or a
29 designee will attempt to complete an investigation into the allegations of
30 harassment/retaliation within fifteen (15) calendar days of receiving the formal
31 complaint. The investigation will include:

- 32
- A. interviews with the complainant;
 - B. interviews with the respondent;
 - C. interviews with any other witnesses who may reasonably be
expected to have any information relevant to the allegations;
 - D. consideration of any documentation or other evidence presented by
the complainant, respondent, or any other witness which is
reasonably believed to be relevant to the allegations.

33
34 At the conclusion of the investigation, the Compliance Officer or the designee may
35 consult with the the Board Attorney. A written report shall then be prepared and
36 delivered to the Superintendent which summarizes the evidence gathered during the
37 investigation and provides recommendations based on the evidence and the
38 definition of unlawful harassment as provided in Board policy and State and Federal

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1 law as to whether the complainant has been subject to unlawful harassment. The
2 Compliance Officer's recommendations must be based upon the totality of the
3 circumstances, including the ages and maturity levels of those involved. In
4 determining if discriminatory harassment or retaliation occurred, a preponderance
5 of evidence standard will be used. The Compliance Officer may consult with the
6 Board Attorney before finalizing the report to the Superintendent.

7
8 Absent extenuating circumstances, within ten (10) business days of receiving the
9 report of the Compliance Officer or the designee, the Superintendent must either
10 issue a final decision regarding whether or not the complaint of harassment has
11 been substantiated or request further investigation. A copy of the Superintendent's
12 final decision will be delivered to both the complainant and the respondent.
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If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

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The Superintendent reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or third party alleging the unlawful harassment pursues the complaint. The Superintendent also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Superintendent.

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4 **Privacy/Confidentiality**
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6 The School District will employ all reasonable efforts to protect the rights of the
7 complainant, the individual(s) against whom the complaint is filed, and the
8 witnesses as much as possible, consistent with the Board's legal obligations to
9 investigate, to take appropriate action, and to conform with any discovery or
10 disclosure obligations. All records generated under the terms of this policy and
11 related administrative procedures shall be maintained as confidential to the extent
12 permitted by law. Confidentiality, however, cannot be guaranteed. All complainants
13 proceeding through the formal investigation process will be advised that their
14 identities may be disclosed to the respondent.
15

16 During the course of a formal investigation, the Compliance Officer or his/her
17 designee will instruct all members of the School District community and third
18 parties who are interviewed about the importance of maintaining confidentiality.
19 Any individual who is interviewed as part of a harassment investigation is expected
20 not to disclose any information that s/he learns or that s/he provides during the
21 course of the investigation.
22

23 All public records created as a part of an investigation of a complaint of harassment
24 will be maintained by the Compliance Officer in accordance with the Board's records
25 retention policy. Any records which are considered student records in accordance
26 with the *Family Educational Rights and Privacy Act* will be maintained in a manner
27 consistent with the provisions of the Federal and State laws.
28

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4 **Sanctions and Monitoring**
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6 The Superintendent shall vigorously enforce the Board's prohibitions against
7 unlawful harassment by taking appropriate action reasonably calculated to stop the
8 harassment and prevent further such harassment. While observing the principles of
9 due process, a violation of this policy may result in disciplinary action up to and
10 including the discharge of an employee or the suspension/expulsion of a student.
11 All disciplinary action will be taken in accordance with applicable State law and the
12 terms of the relevant collective bargaining agreement(s). When imposing discipline,
13 the Superintendent shall consider the totality of the circumstances involved in the
14 matter, including the ages and maturity levels of those involved. In those cases
15 where unlawful harassment is not substantiated, the Superintendent may consider
16 whether the alleged conduct nevertheless warrants discipline in accordance with
17 other Board policies, consistent with the terms of the relevant collective bargaining
18 agreement(s).

19
20 Where the Superintendent becomes aware that a prior remedial action has been
21 taken against a member of the School District community, all subsequent sanctions
22 imposed by the Board and/or Superintendent shall be reasonably calculated to end
23 such conduct, prevent its reoccurrence, and remedy its effects.

24
25 **Retaliation**
26

27 Any act of retaliation against a person who has made a report or filed a complaint
28 alleging unlawful harassment, or who has participated as a witness in a harassment
29 investigation is prohibited.

30
31 **Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct**
32

33 State law requires any teacher or school employee who knows or suspects that a
34 child under the age of eighteen (18) is a victim of child abuse or neglect to
35 immediately report that knowledge or suspicion to the Department of Children and
36 Family Services. If, during the course of a harassment investigation, the
37 Compliance Officer or a designee has reason to believe or suspect that the alleged
38 conduct reasonably indicates abuse or neglect of the complainant, a report of such
39 knowledge must be made in accordance with State law and Board policy.
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If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

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~~The titles of the Anti Harassment Compliance Officer with whom complaints of sexual and other forms of unlawful harassment should be filed are set forth in Policy 1362.02 – Anti Harassment Complaint Procedure. The titles of these individuals will be published annually on the School District's web site.~~

~~The formal and informal processes for making a charge of harassment, a process for investigating claims of harassment, and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth in Policy 1362.02 – Anti Harassment Complaint Procedure. This policy and Policy 1362.02 – Anti Harassment Complaint Procedure will be readily available to all members of the School District community and posted in appropriate places throughout the School District.~~

1 ~~Any Board employee who directly observes unlawful harassment of a student is~~
2 ~~obligated, in accordance with this policy, to report such observations to one of the~~
3 ~~Anti Harassment Compliance Officers. Thereafter, the Compliance Officer must~~
4 ~~contact the student, if over age eighteen (18) or the student's parents if under the~~
5 ~~age eighteen (18), to advise s/he/them of the Board's intent to investigate the~~
6 ~~alleged misconduct, including the obligation of the compliance officer or designee to~~
7 ~~conduct an investigation following all the procedures outlined for a formal~~
8 ~~complaint.~~

9 **Confidentiality**

10 ~~The School District will make reasonable efforts to maintain the confidentiality of the~~
11 ~~parties involved in an investigation of unlawful harassment. Confidentiality,~~
12 ~~however, cannot be guaranteed.~~

13 **Informal Process for Addressing Complaints of Harassment**

14 ~~An informal complaint process to provide members of the School District community~~
15 ~~or third parties who believe they are being unlawfully harassed with a range of~~
16 ~~options designed to bring about a resolution of their concerns is set forth in~~
17 ~~Policy 1362.02—Anti Harassment Complaint Procedure. Members of the School~~
18 ~~District community or third parties who believe that they have been unlawfully~~
19 ~~harassed may initiate their complaint through this informal complaint process, but~~
20 ~~are not required to do so. The informal process is only available in those~~
21 ~~circumstances where the parties (alleged target of harassment and alleged~~
22 ~~harasser(s)) agree to participate in the informal process. Those members of the~~
23 ~~School District community or third parties who believe that they have been~~
24 ~~unlawfully harassed may proceed immediately to the formal complaint process and~~
25 ~~individuals who seek resolution through the informal procedure may request that~~
26 ~~the informal process be terminated at any time to move to the formal complaint~~
27 ~~process. However, all complaints of unlawful harassment involving a District~~
28 ~~employee or any other adult member of the School District community against a~~
29 ~~student will be formally investigated.~~

30 **Formal Process for Addressing Complaints of Harassment**

31 ~~Policy 1362.02—Anti Harassment Complaint Procedure also includes a formal~~
32 ~~complaint process. While the formal complaint process may serve as the first step to~~
33 ~~resolution of a charge of unlawful harassment, it is also available in those~~
34 ~~circumstances when the informal complaint process fails to satisfactorily resolve a~~
35 ~~concern. Because of the need for flexibility, no specific time lines are established for~~
36 ~~initiating the formal complaint process; however, once the formal complaint process~~
37 ~~is begun, the investigation will be completed in a timely manner (ordinarily, within~~
38 ~~thirty one (31) calendar days of the complaint being received).~~

1 ~~Members of the School District community or third parties who feel they have been~~
2 ~~unlawfully harassed should file a formal written complaint with the principal of their~~
3 ~~school building or with one of the compliance officer identified in~~
4 ~~Policy 1362.02 Anti Harassment Complaint Procedure. Oral complaints of~~
5 ~~harassment will be reduced to writing by the individual receiving the complaint and~~
6 ~~the complainant will be asked to verify the accuracy of the reported charge by~~
7 ~~signing the document. Complaints received by a school building principal will be~~
8 ~~immediately reported to the appropriate compliance officer identified in~~
9 ~~Policy 1362.02 Anti Harassment Complaint Procedure and the principal will not~~
10 ~~conduct an investigation unless directed to do so by the Compliance Officer.~~

11 ~~The complaint process, which is set forth in Policy 1362.02 Anti Harassment~~
12 ~~Complaint Procedure, is not intended to interfere with the rights of a member of the~~
13 ~~School District community or a third party to pursue a complaint of unlawful~~
14 ~~harassment with the United States Department of Education, Office for Civil Rights,~~
15 ~~the Florida Civil Rights Commission, or the Equal Employment Opportunity~~
16 ~~Commission.~~

17 ~~The Board reserves the right to investigate and resolve a complaint or report of~~
18 ~~unlawful harassment regardless of whether the member of the School District~~
19 ~~community or third party alleging the unlawful harassment pursues the complaint.~~
20 ~~The Board also reserves the right to have the formal complaint investigation~~
21 ~~conducted by an external person in accordance with this policy and Policy 1362.02~~
22 ~~or in such other manner as deemed appropriate by the Board or its designee.~~

23 **Sanctions and Monitoring**

24 ~~The Board shall vigorously enforce its prohibitions against unlawful harassment.~~
25 ~~While observing the principles of due process, a violation of this policy may result in~~
26 ~~disciplinary action up to and including the discharge of an employee or the~~
27 ~~suspension/expulsion of a student. All disciplinary action will be taken in~~
28 ~~accordance with applicable State law and the terms of the relevant collective~~
29 ~~bargaining agreement(s). When imposing discipline, the Superintendent shall~~
30 ~~consider the totality of the circumstances involved in the matter, including the ages~~
31 ~~and maturity levels of those involved. In those cases where unlawful harassment is~~
32 ~~not substantiated, the Board may consider whether the alleged conduct nevertheless~~
33 ~~warrants discipline in accordance with other Board policies, consistent with the~~
34 ~~terms of the relevant collective bargaining agreement(s).~~

35 ~~Where the Board becomes aware that a prior remedial action has been taken against~~
36 ~~a member of the School District community, all subsequent sanctions imposed by~~
37 ~~the Board and/or Superintendent shall be reasonably calculated to eliminate such~~
38 ~~conduct in the future.~~

1
2 **Education and Training**
3

4 In support of this policy, the Board promotes preventative educational measures to
5 create greater awareness of unlawful discriminatory practices. The Superintendent
6 or designee shall provide appropriate information to all members of the School
7 District community related to the implementation of this policy and shall provide
8 training for District students and staff where appropriate. All training, as well as all
9 information provided regarding this policy and harassment in general, will be age
10 and content appropriate.
11

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**

SUPPORT STAFF
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- 1 F.S. 110.1221, 760.01, 760.10, 1000.05
- 2 42 U.S.C. 2000d et seq.
- 3 42 U.S.C. 2000e et seq.
- 4 29 U.S.C. 621 et seq.
- 5 29 U.S.C. 794
- 6 29 C.F.R. Part 1635
- 7 42 U.S.C. 12101 et seq.
- 8 20 U.S.C. 1681 et seq.
- 9 42 U.S.C. 1983
- 10 42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
- 11 National School Boards Association Inquiry and Analysis - May 2008

12 © **NEOLA 2010**

1

COMPENSATION

2 Rates of pay for support staff employees shall be determined by the School Board on
3 the recommendation of the Superintendent and shall be outlined in the annual
4 ~~salary~~ compensation schedule adopted by the Board.

5 Individuals who are employed in support staff positions that are included in a
6 bargaining unit should also refer to provisions regarding compensation in the
7 current collective bargaining agreement for that bargaining unit.

8 F.S. 1011.60, 1012.22

9 F.A.C. 6A-1.052

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1

FMLA LEAVE

2 Qualifying Reasons for FMLA and Military Family Leave

3 In accordance with the Family and Medical Leave Act of 1993, as amended,
4 ("FMLA"), eligible staff members may take up to twelve (12) work weeks of
5 job-protected, unpaid leave, or substitute appropriate paid leave if the staff member
6 has earned or accrued it, for the following reasons:

- 7 A. the birth and/or care of a newborn child of the staff member, within
8 one (1) year of the child's birth;
- 9 B. the placement with the staff member of a child for adoption or foster
10 care, within one (1) year of the child's arrival;
- 11 C. the staff member is needed to provide physical and/or psychological
12 care for a spouse, child, or parent with a serious health condition;
- 13 D. the staff member's own serious health condition makes him/her
14 unable to perform the functions of his/her position; or
- 15 E. any qualifying exigency (as defined in applicable Federal regulations)
16 arising out of the fact that the staff member's spouse, son, daughter,
17 or parent is on covered active duty (or has been notified of an
18 impending call or order to covered active duty) in the Armed Forces
19 ("Qualifying Exigency Leave"). Covered active duty means duty
20 during deployment with the Armed Forces to a foreign country.

1 In addition, an eligible staff member who is a spouse, son, daughter, parent, or next
2 of kin of a covered service member may take up to a total of twenty-six (26) work
3 weeks of job-protected, unpaid leave, or substitute appropriate paid leave if the staff
4 member has earned or accrued it, during a "single twelve (12) month period" to
5 provide physical and/or psychological care for the covered service member ("Military
6 Caregiver Leave"). A covered service member is defined as (1) a member of the
7 Armed Forces, including a member of the National Guard or Reserves, who is
8 undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient
9 status, or is otherwise on the temporary disability retired list, for a serious injury or
10 illness; or (2) a veteran who is undergoing medical treatment, recuperation, or
11 therapy for a serious injury or illness and who was a member of the Armed Forces
12 (including a member of the National Guard or Reserves) at any time during the
13 period of five (5) years preceding the date on which the veteran undergoes that
14 medical treatment, recuperation, or therapy. Serious injury or illness for purposes
15 of Military Caregiver Leave is defined as an injury or illness incurred by a covered
16 service member in the line of duty on active duty in the Armed Forces (or existed
17 before the beginning of the covered service member's active duty and was aggravated
18 by service in the line of duty on active duty in the Armed Forces) and that may
19 render the service member medically unfit to perform the duties of his/her office,
20 grade, rank, or rating. In the case of a veteran, the injury or illness could have
21 manifested itself before or after the member became a veteran. The "single
22 twelve (12) month period" for leave to care for a covered service member with a
23 serious injury or illness begins the first day the staff member takes leave for this
24 reason and ends twelve (12) months later, regardless of the twelve (12) month period
25 established below for general FMLA leave. During the "single twelve (12) month
26 period", an eligible staff member is limited to a combined total of twenty-six (26)
27 work weeks of unpaid leave for any FMLA-qualifying reason. (Only twelve (12) of the
28 twenty-six (26) work weeks total may be for a FMLA-qualifying reason other than to
29 care for a covered service member.)

30 Eligible Employees

31 Staff members are "eligible" if they have worked for the School Board for at least
32 twelve (12) months, and for at least 1,250 hours over the twelve (12) months prior to
33 the leave request. All full-time administrative employees are deemed to meet the
34 1,250 hour requirement. Months and hours that members of the National Guard or
35 Reserve would have worked if they had not been called up for military service counts
36 towards the staff member's eligibility for FMLA leave. While the twelve (12) months
37 of employment need not be consecutive, employment periods prior to a break in
38 service of seven (7) years or more will not be counted unless the break is occasioned
39 by the staff member's fulfillment of his/her National Guard or Reserve military
40 obligation, or a written agreement exists concerning the Board's intention to rehire
41 the staff member after the break in service.

1 Twelve (12) Month Period

2 Twelve (12) month period is defined as the calendar year.

3 Serious Health Condition

4 Serious health condition is defined as an illness, injury, impairment, or physical or
5 mental condition that involves inpatient care or continuing treatment by a health
6 care provider. As utilized in this policy, the term "incapacity" means an inability to
7 work, attend school, or perform other regular daily activities due to the serious
8 health condition, treatment therefore, or recovery therefrom. The term "treatment"
9 includes (but is not limited to) examinations to determine if a serious health
10 condition exists and evaluations of the condition. (Treatment does not include
11 routine physical examinations, eye examinations, or dental examinations.)

12 A. Inpatient care means an overnight stay in a hospital, hospice, or
13 residential medical-care facility, including any period of incapacity
14 or subsequent treatment in connection with such inpatient care.

1 B. Continuing treatment by a healthcare provider, includes any one or
2 more of the following: 1.) "incapacity and treatment"; 2.) any
3 incapacity experienced by an expectant mother related to pregnancy,
4 or for prenatal care; 3.) any incapacity or treatment for such
5 incapacity due to a chronic serious health condition; 4.) a period of
6 incapacity that is permanent or long-term due to a condition for
7 which treatment may not be effective (e.g., Alzheimer's, a severe
8 stroke, terminal stages of a disease); or 5.) any period of absence to
9 receive multiple treatments (including any period of recovery
10 therefrom) by a health care provider or by a provider of health care
11 services under orders of, or on referral by, a health care provider for
12 a.) restorative surgery after an accident, or b.) other injury or a
13 condition that would likely result in a period of incapacity of more
14 than three (3) consecutive, full calendar days in the absence of
15 medical intervention or treatment, such as cancer (chemotherapy,
16 radiation, etc.), severe arthritis (physical therapy), or kidney disease
17 (dialysis).

18 1. "Incapacity and treatment" involves a period of incapacity of
19 more than three (3) consecutive, full calendar days, and any
20 subsequent treatment or period of incapacity relating to the
21 same condition, that also involves a.) treatment two (2) or
22 more times, within thirty (30) days of the first day of
23 incapacity, unless extenuating circumstances exist, by a
24 health care provider, by a nurse under direct supervision of a
25 health care provider, or by a provider of health care services
26 (e.g., physical therapist) under orders of, or on referral by, a
27 health care provider, or b.) treatment by a health care
28 provider on at least one (1) occasion that results in a regimen
29 of continuing treatment under the supervision of a health
30 care provider.

31 a. Treatment by a health care provider as referenced
32 above involves an in-person visit to a health care
33 provider. The first (or only) in-person treatment visit
34 must take place within seven (7) days of the first day of
35 incapacity. The health care provider is responsible for
36 determining whether additional treatment visits or a
37 regimen of continuing treatment is necessary within
38 the thirty (30) day period.

39 b. Regimen of continuing treatment includes a course of
40 prescription medication (e.g. antibiotics), or therapy
41 requiring special equipment to resolve or alleviate the
42 health condition (e.g. oxygen).

- 1 c. A regimen of continuing treatment that includes the
2 taking of over-the-counter medications such as aspirin,
3 antihistamines, or salves; or bed-rest, drinking fluids,
4 exercise, and other similar activities that can be
5 initiated without a visit to a health care provider, is
6 not, by itself, sufficient to constitute a regimen of
7 continuing treatment for purposes of FMLA leave.
- 8 2. ~~A period of~~An expectant mother is entitled to FMLA leave for
9 incapacity ~~related due~~ to pregnancy ~~need not involve a visit to~~
10 ~~the~~even if she does not receive treatment from a health care
11 provider ~~for each~~during the absence, and even if the absence
12 ~~need does~~ not last for more than three (3) consecutive, full
13 calendar days.
- 14 3. A chronic serious health condition is one that: a.) requires
15 periodic visits (i.e., at least twice a year) for treatment by a
16 health care provider, or by a nurse under direct supervision
17 of a health care provider; b.) continues over an extended
18 period of time (including recurring episodes of a single
19 underlying condition); and c.) may cause episodic rather than
20 a continuing period of incapacity (e.g., asthma, diabetes,
21 epilepsy, etc.). A visit to a health care provider is not
22 necessary for each absence, and each absence need not last
23 more than three (3) consecutive, full calendar days.
- 24 4. With regard to permanent or long-term conditions, the
25 employee or family member must be under the continuing
26 supervision of, but need not be receiving active treatment by,
27 a health care provider.
- 28 C. Conditions for which cosmetic treatment are administered (e.g.,
29 most treatments for acne or plastic surgery) are not "serious health
30 conditions" unless inpatient hospital care is required or
31 complications develop. Ordinarily, unless complications arise, the
32 common cold, the flu, ear aches, upset stomachs, minor ulcers,
33 headaches other than migraines, routine dental or orthodontia
34 problems, periodontal disease, etc., are conditions that do not meet
35 the definition of a serious health condition and do not qualify for
36 FMLA leave.

1 Intermittent and Reduced Schedule Leave

2 The Superintendent may allow a staff member to take FMLA leave intermittently
3 (i.e., leave in separate blocks of time for a single qualifying reason) or on a reduced
4 leave schedule (i.e., reducing the employee's usual weekly or daily work schedule) for
5 reason (A) or (B) on page one. A staff member is entitled to take FMLA leave on an
6 intermittent or reduced schedule leave when medically necessary as indicated in
7 reasons (C) and (D) on page one. A staff member may also take FMLA leave on an
8 intermittent or reduced-leave schedule for Qualifying Exigency Leave (i.e., reason (E)
9 on page one). Finally, Military Caregiver Leave may be taken on an intermittent or
10 reduced schedule leave when medically necessary. Regardless, the taking of FMLA
11 leave intermittently or on a reduced schedule leave results in the total reduction of
12 the twelve (12) or twenty-six (26) weeks only by the amount of leave actually taken.
13 If the intermittent or reduced schedule leave is foreseeable based on planned
14 medical treatment for the employee, a family member, or a covered service member,
15 the Superintendent may require the staff member to transfer temporarily, during the
16 period the intermittent or reduced schedule leave is required, to an available
17 alternative position for which the staff member is qualified and which better
18 accommodates recurring periods of leave than the staff member's regular position.
19 The alternative position shall have equivalent pay and benefits but not necessarily
20 equivalent duties. The Superintendent may also transfer the staff member to a
21 part-time job with the same hourly rate of pay and benefits, provided the staff
22 member is not required to take more leave than is medically necessary.
23 Administrative staff members (i.e. individuals whose principal function is to teach
24 and instruct students in a class, a small group, or an individual setting) who request
25 intermittent leave or a reduced schedule leave because of reasons (C) or (D) on page
26 one or pursuant to Military Caregiver Leave and the leave would exceed twenty
27 percent (20%) of the total number of working days over the period of anticipated
28 leave must elect either to:

- 29 A. take leave for a period or periods of a particular duration, not
30 greater than the duration of the planned treatment; or
- 31 B. transfer temporarily to an available alternative position offered by
32 the Superintendent for which the administrative staff member is
33 qualified, and that has equivalent pay and benefits and that better
34 accommodates the recurring periods of leave than the staff
35 member's regular position.

1 When leave is needed for planned medical treatment, the staff member must make a
2 reasonable effort to schedule the treatment so as not to unduly disrupt the District's
3 operations, subject to the approval of the health care provider.

4 If the Superintendent agrees to permit FMLA leave intermittently or on a reduced
5 schedule leave for reason (A) or (B) on page one, the Board may also require the staff
6 member to transfer temporarily, during the period the intermittent or reduced
7 schedule leave is required, to an available alternative position for which the staff
8 member is qualified and which better accommodates recurring periods of leave than
9 does the staff member's regular position.

10 Staff Member Notice Requirements

11 Staff members seeking to use FMLA leave (including Military Caregiver Leave) are
12 required to provide thirty (30) day's advance notice of the need to take FMLA leave
13 when the need is foreseeable and such notice is practicable. If leave is foreseeable
14 less than thirty (30) days in advance, the staff member must provide notice as soon
15 as practicable - generally, either the same or next business day. When the need for
16 leave is not foreseeable, the staff member must provide notice as soon as practicable
17 under the facts and circumstances of the particular case. Absent unusual
18 circumstances, staff members must comply with the Board's usual and customary
19 notice and procedural requirements for requesting leave. Failure to provide timely
20 notice may result in the leave being delayed or denied, and/or possible disciplinary
21 action.

22 Staff members must provide "sufficient information" for the Superintendent to
23 determine whether the FMLA may apply to the leave request. Depending on the
24 situation, such information may include that the employee is incapacitated due to
25 pregnancy, has been hospitalized overnight, is unable to perform the functions of
26 the job, that the staff member or his/her qualifying family member is under the
27 continuing care of a health care provider, that the requested leave is for a particular
28 qualifying exigency related to a qualifying family member's covered active duty or
29 call to covered active duty status, or that the leave due to a qualifying family
30 member who is a covered service member with a serious injury or illness. The
31 information may also include the anticipated timing and duration of the leave.

32 When a staff member seeks leave for a FMLA-qualifying reason for the first time, the
33 staff member need not expressly assert FMLA rights or even mention the FMLA.
34 When an employee seeks leave, however, due to a FMLA-qualifying reason for which
35 the District has previously provided the staff member FMLA-protected leave, the
36 staff member must specifically reference either the qualifying reason for leave or the
37 need for FMLA leave.

1 Substitution of Paid Leave

2 The Board shall require the staff member to "substitute" (i.e., run concurrently) any
3 of his/her earned or accrued paid leave (e.g., sick leave, personal leave, vacation
4 leave) for unpaid FMLA leave. An employee's ability to substitute accrued paid leave
5 is determined by the terms and conditions of the District's normal leave policy. A
6 staff member electing to use any type of paid leave concurrently with FMLA leave
7 must follow the same terms and conditions of the Board's policy that apply to other
8 employees for use of such leave. The staff member is always entitled to unpaid
9 FMLA leave if s/he does not meet the Board's conditions for taking paid leave. On
10 occasion the Board may waive any procedural requirements for the taking any of
11 type of paid leave.

12 If the staff member has not earned or accrued adequate paid leave to encompass the
13 entire twelve (12) work week period of FMLA leave or twenty-six (26) work week
14 period of Military Caregiver Leave, the additional weeks of leave to obtain the
15 twelve (12) work weeks of FMLA leave or twenty-six (26) work weeks of Military
16 Caregiver Leave the staff member is entitled to shall be unpaid. Whenever a staff
17 member uses paid leave in substitution for unpaid FMLA leave/Military Caregiver
18 Leave, such leave counts toward the twelve (12) work week/twenty-six (26) work
19 week maximum leave allowance provided by this policy and Federal law.

20 District Notice Requirements

21 The Superintendent is directed to post the Department of Labor approved Notice
22 explaining employees' rights and responsibilities under the FMLA. The notice must
23 be posted prominently where it can be readily seen by employees and applicants and
24 shall either be distributed to each new employee upon hiring or be included in
25 employee handbooks or other written guidance concerning benefits or leave rights.
26 Electronic posting is sufficient to meet these requirements.

1 When a staff member requests FMLA leave or the District acquires knowledge that
2 leave may be for a FMLA purpose, the Superintendent shall notify the staff member
3 of his/her eligibility to take leave, and inform the staff member of his/her rights and
4 responsibilities under the FMLA (including the consequences of failing to meet those
5 obligations). Along with the Notice of Rights and Responsibilities, the
6 Superintendent will attach any medical certification that may be required, and a
7 copy of the employee's essential job functions. If Superintendent determines the
8 staff member is not eligible for FMLA leave, the Superintendent must state at least
9 one (1) reason why the staff member is not eligible. Such notice may be given orally
10 or in writing and should be given within five (5) business days of the request for
11 FMLA leave, absent extenuating circumstances. When oral notice is given, it must
12 be followed by written notice within five (5) business days. Staff member eligibility is
13 determined (and notice provided) at the commencement of the first instance of leave
14 for each FMLA-qualifying reason in the applicable twelve (12) month period. All
15 FMLA absences for the same qualifying reason are considered a single leave and
16 staff member eligibility as to that reason for leave does not change during the
17 applicable twelve (12) month period. If at the time a staff member provides notice of
18 a subsequent need for FMLA leave during the applicable twelve (12) month period
19 due to a different FMLA-qualifying reason and the staff member's eligibility status
20 has not changed, no additional eligibility notice is required. If, however, the staff
21 member's eligibility status has changed, the Superintendent must notify the staff
22 member of the change in eligibility status within five (5) business days, absent
23 extenuating circumstances.

24 If the specific information provided by the Notice of Rights and Responsibilities
25 changes, the Superintendent shall, within five (5) business days of receipt of the
26 staff member's first notice of need for leave subsequent to any changes, provide
27 written notice referencing the prior notice and setting forth any of the information in
28 the Notice of Rights and Responsibilities that has changed.

29 When the Superintendent has sufficient information to determine that leave is being
30 taken for a FMLA-qualifying reason (e.g. after receiving certification), the
31 Superintendent shall notify the staff member whether the leave will be designated
32 and counted as FMLA leave. Leave that qualifies as both Military Caregiver Leave
33 and leave to care for a qualifying family member with a serious health condition (i.e.
34 reason (C)) must be considered as Military Caregiver Leave in the first instance.
35 This designation must be in writing and must be given within five (5) business days
36 of the determination, absent extenuating circumstances. Additionally, when
37 appropriate, the Superintendent shall notify the staff member of the number of
38 hours, days and weeks that will be counted against the employee's FMLA
39 entitlement, and whether the employee will be required to provide a fitness-for-duty
40 certification to return to work.

1 Only one Designation Notice is required for each FMLA-qualifying reason per
2 applicable twelve (12) month period, regardless of whether the leave taken due to the
3 qualifying reason will be a continuous block of leave or as intermittent or on a
4 reduced schedule leave. If the Superintendent determines the leave will not be
5 designated as FMLA-qualifying (e.g. if the leave is not for a reason covered by the
6 FMLA or the staff member's FMLA leave entitlement has been exhausted), the
7 Superintendent shall notify the staff member of that determination. If the staff
8 member is required to substitute paid leave for unpaid FMLA leave, or if paid leave
9 taken under an existing leave plan is being counted as FMLA leave, the "Designation
10 Notice" shall include this information. Additionally, the "Designation Notice" shall
11 notify the staff member if s/he is required to present a fitness-for-duty certification
12 to be restored to employment. Further, if the fitness-for-duty certification is
13 required to address the staff member's ability to perform the essential functions of
14 his/her job, that will be indicated on the Designation Notice, and a list of the
15 essential functions of the staff member's position will be included.

16 If the information provided to the staff member in the Designation Notice changes,
17 the Superintendent shall provide, within five (5) business days of receipt of the staff
18 member's first notice of need for leave subsequent to any change, written notice of
19 the change.

20 In the case of intermittent or reduced-leave schedule leave, only one such notice is
21 required unless the circumstances regarding the leave have changed.

22 Limits on FMLA When Both Spouses are Employed by the Board

| 23 When ~~an~~-eligible ~~husband and wife~~spouses are both employed by the Board, they
24 are limited to a combined total of twelve (12) workweeks of FMLA leave during any
25 twelve (12) month period if the leave is taken for reason (A) or (B) on page one, or to
26 care for the staff member's parent who has a serious health condition.

| 27 Where the ~~husband and wife~~spouses both use a portion of the total twelve (12) week
28 FMLA leave entitlement for reason (A) or (B) on page, or to care for a parent, the
| 29 ~~husband and wife~~spouses are each entitled to the difference between the amount
30 s/he has taken individually and the twelve (12) weeks of FMLA leave for other
31 purposes.

| 32 When ~~an~~-eligible ~~husband and wife~~spouses are both employed by the Board, they
33 are limited to a combined total of twenty-six (26) workweeks of Military Caregiver
34 Leave during the "single twelve (12) month period" if the leave is taken for reason (A)
35 or (B) on page one, or to care for the staff member's parent who has a serious health
36 condition, or to care for a covered service member with a serious injury or illness.

1 Certification

2 When FMLA leave is taken for either reason (C) or (D) on page one, the staff member
3 must provide medical certification from the health care provider of the eligible staff
4 member or his/her immediate family member. The staff member may either:

5 A. submit the completed medical certification to the Superintendent; or

6 B. direct the health care provider to transfer the completed medical
7 certification directly to the Superintendent, which will generally
8 require the staff member to furnish the health care provider with a
9 HIPAA-compliant authorization.

10 If the staff member fails to provide appropriate medical certification, any leave taken
11 by the employee shall not constitute FMLA leave.

12 When the need for FMLA leave is foreseeable and at least thirty (30) days notice has
13 been provided, the staff member must provide the medical certification before the
14 leave begins. When this is not possible, the employee must provide the requested
15 certification to the Superintendent within fifteen (15) calendar days after the staff
16 member requests FMLA leave unless it is not practicable under the circumstances to
17 do so despite the staff member's diligent and good faith efforts.

18 The Board reserves the right to require second or third opinions (at the Board's
19 expense), and periodic recertification of a serious health condition. If a third opinion
20 is sought, that opinion shall be binding and final. The staff member may either:

21 A. submit the opinion of the second health care provider, and the
22 opinion of the third health care provider if applicable, to the
23 Superintendent; or

24 B. direct the second or third health care provider to transfer his/her
25 opinion directly to the Superintendent, which will generally require
26 the staff member to furnish the health care provider with a
27 HIPAA-compliant authorization.

28 In the event that the staff member fails to provide the medical opinion of the second
29 or third health care provider, if applicable, any leave taken by the staff member shall
30 not constitute FMLA leave.

1 Recertification

2 Recertification may be required no more often than every thirty (30) days in
3 connection with an absence by the staff member unless the condition will last for
4 more than thirty (30) days. For conditions that are certified as having a minimum
5 duration of more than thirty (30) days, the District will not request recertification
6 until the specified period has passed, except that in all cases the staff member must
7 submit recertification every six (6) months in connection with an absence by the
8 employee. Additionally, the Superintendent may require a staff member to provide
9 recertification in less than thirty (30) days if the staff member requests an extension
10 of leave, the circumstances described in the previous certification have changed
11 significantly, or if the District receives information that casts doubt upon the staff
12 member's stated reason for the absence or the continuing validity of the certification.
13 Finally, staff members must provide a new medical certification each leave year for
14 medical conditions that last longer than one (1) year.

15 Staff members requesting Qualifying Exigency Leave are required to submit to the
16 Superintendent a copy of the covered military member's active duty orders and
17 certification providing the appropriate facts related to the particular qualifying
18 exigency for which leave is sought, including contact information if the leave involves
19 meeting with a third party.

20 Staff members requesting Military Caregiver Leave are required to submit to the
21 Superintendent certification completed by an authorized health care provider or a
22 copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA)
23 issued to any member of the covered service member's family.

24 The Board authorizes its health care provider and/or human resource professional,
25 but not the staff member's direct supervisor, to authenticate or clarify a medical
26 certification of a serious health condition, or an ITO or ITA (i.e. medical certification
27 provided for reasons (C) or (D) on page one or Military Caregiver Leave).
28 Additionally, the Superintendent is authorized to contact the individual or entity
29 named in the Qualified Exigency Leave certification for purposes of verifying the
30 existence and nature of the meeting.

31 A staff member who takes leave for reason (D) on page one, prior to returning to
32 work, must provide the Superintendent with a fitness-for-duty certification that
33 specifically addresses the staff member's ability to perform the essential functions of
34 his/her job. The fitness-for-duty certification shall only apply to the particular
35 health condition that caused the staff member's need for FMLA leave. If reasonable
36 safety concerns exist, the Superintendent may, under certain circumstances, require
37 a staff member to submit a fitness-for-duty certification before s/he returns to work
38 from intermittent FMLA leave. The cost of the certification shall be borne by the
39 staff member.

1 Job Restoration & Maintenance of Health Benefits

2 Upon return from FMLA leave, the Board shall restore the staff member to his/her
3 former position, or to an equivalent position with equivalent pay, benefits, and other
4 terms and conditions of employment. During FMLA leave, the Board shall maintain
5 the staff member's current coverage under the Board's group health insurance
6 program on the same conditions as coverage would have been provided if the staff
7 member had been continuously working during the leave period. If the staff member
8 was paying all or part of the premium payments prior to going on FMLA leave, the
9 staff member must continue to pay his/her share during the leave.

10 Any leave or return from leave during the last five (5) weeks of an academic term
11 shall be reviewed individually by the Superintendent to minimize disruption to the
12 students' program.

13 The staff member shall not accrue any sick leave, vacation, or other benefits during
14 a period of unpaid FMLA leave.

15 The use of FMLA leave shall not result in the loss of any employment benefit that the
16 staff member earned or was entitled to before using FMLA leave.

17 A staff member shall have no greater right to restoration or to other benefits and
18 conditions of employment than if the employee had been continuously employed.

19 If the staff member fails to return to work at the end of the leave for reasons other
20 than the continuation, recurrence, or onset of a serious health condition that entitle
21 the staff member to leave pursuant to reasons (C) or (D) on page one or Military
22 Caregiver Leave, or for circumstances beyond the control of the staff member, the
23 staff member shall reimburse the Board for the health insurance premiums paid by
24 the Board during the unpaid FMLA leave period.

25 Generally, a staff member may not be required to take more FMLA leave than
26 necessary to resolve the circumstance that precipitated the need for leave.

27 A staff member who fraudulently obtains FMLA leave is not protected by this policy's
28 job restoration or maintenance of health benefits provisions.

29 The Superintendent shall prepare any procedures that are appropriate for this policy
30 and ensure that the policy is posted properly.

1 Copies of this policy shall be available to staff members upon request.

2 F.S. 110.221, 1012.61

3 29 U.S.C. 2601 et seq. (as amended)

4 29 C.F.R. Part 825

5 45 C.F.R. Part 160, 164

6 National Defense Authorization Act of 2010

7 © **NEOLA 2010**

1

ENTRANCE REQUIREMENTS

2 The School Board shall establish entrance age requirements for students which are
3 consistent with statute and sound educational practice and which ensure the
4 equitable treatment of all eligible children.

5 Pursuant to State law, all children who have attained the age of six (6) years or who
6 will have attained the age of six (6) years by February 1st of any school year or who
7 are older than six (6) years of age but who have not attained the age of sixteen (16)
8 years, except as otherwise provided in Florida statute, are required to attend school
9 regularly during the entire school term. Further, all children enrolling in a District
10 school shall meet the immunization requirements set forth in F.S. 1003.22, as well
11 as provide evidence of a physical exam as required by State law.

12 **MAXIMUM AGE FOR ATTENDANCE IN THE REGULAR HIGH SCHOOL PROGRAM**

13 A student reaching the age of twenty (20) years on or before September 1st of any
14 year shall be considered ineligible for attendance in high school. The student shall
15 be informed of opportunities to continue his/her education in a different
16 environment, including, but not limited to, adult education and high school
17 equivalency examination preparation. However, exceptional education students may
18 remain in school until the student earns a standard diploma up through and
19 including the school year in which the student turns twenty-two (22) years of age.

20 A. Any parent/guardian of a student under the age of eighteen (18) or
21 an adult student when initially enrolling in a District school for the
22 first time shall be required to present:

23 1. certification of immunization as required by the Department
24 of Health; (An exemption may be granted as provided in
25 F.S. 1003.22)

26 2. evidence of date of birth pursuant to F.S. 1003.21;

27 3. evidence of health examination pursuant to F.S. 1003.22;

28 4. proof of residency in Indian River County; and

- 1 5. a report card from the last school attended, if the student has
2 previously been enrolled in another school. (In the absence of
3 a report card the student shall be temporarily assigned to the
4 grade deemed appropriate until a copy of the official record is
5 received.)

6 The person enrolling the student will be required to complete the
7 enrollment form. ~~The form includes a section that identifies the~~
8 persons authorized to remove the student from school for proper
9 and legitimate purposes other than the students' parents. The
10 number of authorized adults is limited to six (6). Only the person
11 enrolling the student has the right to change the name(s) of the
12 person(s) on the ~~identify and~~ list. ~~authorized persons~~. Each parent
13 will have the right to pick-up, visit and meet with his/her student at
14 school, without the need for consent, unless the school has received
15 a certified copy of an enforceable court order that provided the
16 contrary. A certified copy of an enforceable court order is also
17 required to change names on the enrollment form. ~~court order~~
18 ~~issued by a Florida judge with proper jurisdiction over the parties~~
19 ~~provided to the school will be the only exception.~~

- 20 B. Voluntary Pre-Kindergarten—A student who has attained or will
21 attain the age of four (4) years on or before September 1st of the
22 school year shall be eligible for admission to voluntary
23 pre-kindergarten.

- 24 C. Kindergarten--A student who has attained or will attain the age of
25 five (5) years on or before September 1st of the school year shall be
26 eligible for admission to kindergarten.

- 27 D. First Grade--A student shall be eligible for admission to first grade if
28 s/he has attained or will attain the age of six (6) years on or before
29 September 1st of the school year and has:

- 30 1. received promotion from a Florida public or nonpublic school
31 kindergarten; or
- 32 2. satisfactorily completed a comparable kindergarten
33 curriculum in an out-of-state public or nonpublic school; or
- 34 3. resided in a state or country where kindergarten was not
35 compulsory. The child will be eligible if s/he has
36 demonstrated first grade readiness skills.

- 1 E. Students who are participating in a home education program in
2 accordance with F.S. 1002.41, may be admitted to the public
3 schools of this District on a part-time basis. Admission
4 consideration is restricted to middle and high schools and the
5 following shall apply:
- 6 1. Students in home education who wish to attend public
7 schools must have met the criteria for a home education
8 program during the entire semester immediately prior to the
9 time of admission, meet the same registration requirement as
10 full-time students, and enroll for and attend at least one (1)
11 regularly scheduled class period at the zoned school. Such
12 students must register prior to the start of the semester they
13 will attend. Students enrolled in public school full time will
14 be given priority in course registration. Homeschooled
15 students who are excluded from a class/course at their zoned
16 school due to space limitation may attend another school, if
17 space in that class/course is available and a variance is
18 granted. Students in exceptional student education will be
19 provided services as required by law.
- 20 2. Students enrolled in home education programs who have
21 requested to participate in an extra-curricular activity that
22 requires enrollment in a curricular program will be allowed to
23 register for the program immediately with no requirement for
24 one (1) full prior semester of home education enrollment. The
25 student's eligibility to participate in extra-curricular activities
26 shall be governed by F.S. 1006.15.
- 27 3. The District is not responsible for the transportation of
28 students in a home education program to or from the school.
29 The school Principal will establish the time and place for
30 arrival and departure of home education students. Students
31 who attend school on a part-time basis are subject to all
32 applicable rules and regulations pertaining to full-time
33 students, including required immunization. Attendance on a
34 part-time basis does not entitle the student to participate in
35 non-interscholastic, extra-curricular activities, including
36 graduation events.

1 **Verification of Residence**

2 Verification of a parent or guardian's residence shall be required at the time the
3 child registers in a District school. Verification of residence may also be required at
4 any other time at the discretion of the Superintendent or designee.

5 **Notification of in Loco Parentis**

6 In cases in which a student is temporarily not residing with his/her parents or legal
7 guardian for a short period of time, the parent or legal guardian of the student shall
8 designate in writing that adult person with whom the student resides who stands in
9 loco parentis to the student in order for him/her to be admitted or continue in
10 school. This statement shall be notarized and presented to the principal.

11 **ADMISSION - REQUIREMENTS FOR ORIGINAL ENTRY**

12 Any student enrolled in a school of the District for the first time shall be required to
13 present certification of a medical exam performed within one (1) year prior to entry
14 into Florida schools. Certification of immunization is also required from those
15 communicable diseases identified by the Department of Health: poliomyelitis,
16 diphtheria, rubella, rubeola, pertussis, mumps, and tetanus. An exemption may be
17 granted as provided in F.S. 1003.22.

18 Any student previously enrolled in a public school outside the State of Florida who
19 seeks admission to school within the District shall be admitted under the same
20 admission requirements established in the state in which the student resided prior
21 to moving to the District. However, any student who does not present a certification
22 of school entry health examination and immunization within thirty (30) days will be
23 refused attendance in school until the requirement is completed. An exemption may
24 be granted as provided in F.S. 1003.22.

25 A student enrolled as an original entry shall present evidence of date of birth as
26 outlined in F.S. 1003.21. In addition, s/he should present proof of residency and a
27 report card or school records from the school of last attendance. Placement will be
28 made according to the student's school records. In the absence of appropriate
29 records, the principal shall temporarily assign the student to the grade deemed to be
30 proper until a copy of the student's official record is received or proper grade
31 placement is otherwise determined. Schools are to maintain a log of the transfer of
32 student cumulative folders from one school to the next and a confirmation of receipt
33 needs to be documented. (F.S. 1003.21, 1003.22, 1003.25)

1 **Out-of-County Admissions**

2 Out-of-county admissions require written approval of the school board of the county
3 where the student resides and approval by the District Superintendent and shall be
4 placed on the Board's consent agenda.

5 F.S. 1003.01, 1003.21, 1003.22

6 F.A.C. 6A-1.098, 6A-1.0985

7 Revised 3/24/15

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REVISED POLICY – VOL. 14, NO. 2

ATTENDANCE

The educational program offered by this District is predicated upon the presence of the student and requires continuity of instruction and classroom participation. Attendance shall be required of all students enrolled in the schools during the days and hours that the school is in session. School attendance ~~shall be~~is the responsibility of parents and students. Absences shall be reported to the school attendance office by the parent or adult student as soon as practicable.

In accordance with statute, the Superintendent shall require, from the parent of each student of compulsory school age or from an adult student who has been absent from school or from class for any reason, a statement of the cause for such absence. The School Board reserves the right to verify such statements and to investigate the cause of each single absence.

In addition, educators ~~shall have~~ the responsibility ~~of to encouraging~~ encourage regular attendance of students, ~~maintaining~~ maintain accurate attendance records, and ~~following~~ follow reporting procedures prescribed by the Superintendent. Schools will record absent and tardy students in the automated student attendance recordkeeping system.

The recording of student attendance for the purpose of administering the full-time equivalent program and other State purposes shall be as herein prescribed.

- A. The presence or absence of each student shall be determined daily at a period prescribed by the Principal. It shall be the duty of the Principal to determine that the teacher is notified when a student reports to school after the attendance check is made. All tardy and absent students shall be documented. No alternate system of recording student attendance may be used except as provided in state regulations and upon authorization of the School Board.
- B. Attendance may be counted if the student is actually present at school or away from school on a school day and is engaged in an educational activity which constitutes a part of the school approved educational program for the student. Attendance may include field trips, athletic contests, musical festivals, and similar activities when officially authorized under policies of the Board; but shall not include activities supervised or sponsored by a private individual or group. Under no conditions shall a student be required or permitted to answer roll call and then be excused from school attendance as a means of circumventing the law and regulations. Any falsification of

attendance or a false report of FTE shall be deemed grounds for seeking the revocation of the teacher certificate as provided by law.

- C. Attendance of students for at least 180 days of instruction or the equivalent, as provided by law and regulations of the State Board of Education, shall be required except for absences due to illness or as otherwise provided by law, Board policies, and the *Code of Student Conduct*, which is incorporated by reference into this policy. A student who is enrolled in school shall be required to attend school regularly whether or not the compulsory attendance law applies.
- D. All required attendance documents shall be retained on the automated attendance system~~at the school center~~.
- E. Required attendance documents may not be destroyed except upon the authorization of the Board as provided in State regulations.
- F. The Principal shall be responsible for the administration of all laws, State Board of Education regulations, and Board regulations pertaining to student attendance and shall assure that all teachers and clerks are instructed in proper record keeping and will monitor as necessary. Any attendance report containing any material inaccuracies resulting from negligence of the Principal shall be considered a false report for which the Principal shall be subject to penalties as provided by law.
- G. Parent/Guardian verification of absence. The parent/guardian shall notify the school of his/her child's absence consistent with the provisions of the *Code of Student Conduct*, which is incorporated by reference into this policy.
- H. Attendance checks for administrative purposes. If a student is reported present during the school day and subsequently is absent without excuse, the Principal shall take appropriate action.
- I. Student absences and tardies. The general school attendance procedures contained in the *Code of Student Conduct* shall govern student tardies, excused absences, unexcused absences, and procedures for students who are beyond the compulsory attendance age. Specific attendance procedures for high school students contained in the *Code of Student Conduct* shall apply to students in grades 9-12.

Unexcused absences shall not be grounds for suspension from school but may result in detention or placement in existing alternative programs

Provision shall be made for promoting school attendance through adjustment of personal problems, education of parents, and enforcement of the compulsory attendance laws and related child-welfare legislation. Accordingly:

- A. absences must be reported to the school by the parent or adult student as soon as practicable

Failure to report and explain the absence(s) shall result in unexcused absence(s). The final authority for determining acceptability of the reason for the absence(s) shall rest with the principal.

- B. teachers shall record absentees each period of the school day and report absences, excused and unexcused, as required by the school;

- C. ~~insofar as possible,~~ parents will be contacted using available contact information when a student has 3 unexcused or unexplained absences to prevent the of patterns of nonattendance;

- D. when a student has at least five (5) unexcused absences or absences for which the reasons are unknown, within a calendar month, or ten (10) unexcused absences, or absences for which the reasons are unknown, within an ninety (90) calendar day period, the teacher shall report to the Principal that the child may be exhibiting a pattern of nonattendance. Unless there is clear evidence that the absences are not a pattern of nonattendance, the Principal will refer to the case to the school's Multi-tiered System of Supports (MTSS)/Individual Problem Solving Team to determine if early patterns of truancy are developing. If the ~~(MTSS)~~/Individual Problem Solving Team finds that a pattern of nonattendance is developing, a meeting with the parent must be scheduled to identify potential remedies. If the problem is not resolved, ~~(MTSS)~~/Individual Problem Solving Team will implement interventions as provided in F.S. 1003.26.

- F. absences must be reported to the school by the parent or adult student as soon as practicable. Failure to report and explain the absence(s) shall result in unexcused absence(s). The final authority for determining acceptability of the reason for the absence(s) shall rest with the principal.

Each school shall ~~should~~ establish procedures to promote ~~ensure~~ good attendance.

~~REJECT this part~~

~~A student who is absent more than nine (9) days within a semester or more than four (4) days for schools on a block schedule, will not receive a passing grade for the semester unless:~~

~~**[NOTE: SELECT ONE, TWO, OR ALL]**~~

~~A. medical evidence is presented to the principal in writing justifying a specific number of days absence, absences are for approved school activities, or absences are approved by the principal or designee, and~~

~~B. The student demonstrates mastery of the student performance standards in the course(s) as identified in curriculum guides and/or adopted textbooks.~~

~~If the absences are excused, all educational requirements for the course shall be met before a passing grade and/or credit is assigned.~~

Make-Up for Absences

For any absences excluding truancy the student shall have two (2) days to make up work for each day missed. Principals may grant time extensions to the student for extenuating circumstances.

For unexcused absences, each principal shall establish site-specific policies that encourage both regular attendance and high academic achievement, and shall review and modify these policies from time-to-time as required to maintain and improve their effectiveness.

Excused Absences

The Board considers the following factors to be reasonable excuses for time missed at school:

- A. Personal illness of the student (medical evidence may be required by the principal or designee for absences exceeding five (5) consecutive days).

- B. Court appearance of the student.
- C. Medical appointment of the student.
- D. Approved school activity
- E. Insurmountable problems. Prior permission by principal or designee is required except in the case of an emergency.
- F. All other reasonable absences with prior approval of the principal or designee.
- G. Attendance at a center under Children and Families Services supervision.
- H. Significant community events with prior permission of the principal.
- I. Religious instruction or religious holiday.
- J. Death in the immediate family.
- K. Out-of-school suspension
- L. Confinement at a detention center

Students shall not be given excused absences to remain out of school for the purpose of working, unless the job is an integral part of the student's instructional program.

Absences not included in excused absences listed above shall be unexcused.

~~Students may not be given excused absences to remain out of school for the purpose of working, unless the job is an integral part of the student's instructional program.~~

Discipline

No student will be suspended for unexcused tardiness, lateness, absence, or truancy.

Any student who fails to attend any regularly scheduled class and has no excuse for absence should be referred to the appropriate administrator. Disciplinary action should include notification to parents or guardians.

A student's grade in any course is based on his/her performance in the instructional setting and shall not be reduced for reasons of conduct. If a student violates the attendance or other rules of the school, s/he should be disciplined appropriately for the misconduct, but his/her grades should be based upon what the student can demonstrate s/he has learned.

The Superintendent shall develop administrative procedures that:

- A. provide the student and his/her parents the opportunity to challenge the attendance record prior to notification and that such notification complies with applicable Board rules;
- B. require a school session that is in conformity with the rules of the State Board;
- C. govern the keeping of attendance records in accordance with the rules of the State Board;
- D. identify the habitual truant, investigate the cause(s) of his/her behavior, and consider modification of his/her educational program to meet particular needs and interests;
- E. require that students whose absence has been excused have an opportunity to make up work they missed and receive credit for the work, if completed;

- F. require that any student who, due to a specifically identifiable physical or mental impairment, exceeds or may exceed the District's limit on excused absence is referred for evaluation for eligibility either under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 or other appropriate accommodation.

Habitual Truancy

Whenever any student has a total of fifteen (15) unexcused absences from school within ninety (90) calendar days, with or without the knowledge or consent of the parent, s/he will be considered habitually ~~absent~~ truant. The Board authorizes the Superintendent to inform the student and his/her parents of the record of excessive absences as well as the District's intent to notify the Department of Highway Safety and Motor Vehicles, if appropriate. The Superintendent is authorized to file a truancy petition under F.S. 984.151 if a student has accrued at least five (5) unexcused absences, or absences for which the reasons are unknown, within a calendar month or ten (10) unexcused absences, or absences for which the reasons are unknown within a ninety (90) calendar day period or has had more than fifteen (15) unexcused absences in a ninety (90) calendar day period.

F.S. 984.151, 1002.20, 1003.02, 1003.21, 1003.23, 1003.24, 1003.26, 1003.27

F.A.C. 6A-1.044, Pupil Attendance Records

F.A.C. 6A-1.09512, Equivalent Minimum School Term for Compulsory Attendance Purposes

F.A.C. 6A-1.09513, Parents' Responsibility for School Attendance

F.A.C. 6A-1.09514, Excused Absences for Religious Instruction or Holiday

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REVISED POLICY – VOL. 15, NO. 2

STUDENT SUICIDE PREVENTION

The School Board recognizes that suicide is one of the leading causes of death for Florida's youth. To address the prevalence of student suicide, the Board believes there must be a partnership between families, the community, and schools. It is critical for families and community members to communicate with and provide information to school staff to identify students at risk of suicide.~~The Statewide strategy for suicide prevention includes school intervention since schools, in partnership with families and communities, are in a position to identify youth at risk of suicide.~~

~~Pursuant to State law, t~~The Board will provide access to suicide prevention educational resources to all instructional and administrative staff as part of the District's professional development program. The suicide educational resources will include material, as approved by the Florida Statewide Office of for Suicide Prevention, the Florida Suicide Prevention Coalition, and the Coordinated School Health Resource Center provided by agencies specializing in prevention, assessment, and intervention of suicide and suicide-related behavior~~to all instructional and administrative staff as part of the District's professional development program. The District's student personnel services staff, as designated by State law, will be responsible for providing suicide prevention and awareness training and resources to students and staff.~~

~~Further, a~~All school personnel should be alert to signs of suicide ideation and to students who threaten or attempt suicide. Suicide ideation, that is, the process of fantasizing, planning, practicing, and motivating oneself to commit suicide, and to students who threaten or attempt suicide. Any such signs or the report of such signs from another student or staff member should be taken with the utmost seriousness. Families, community members, and students are encouraged to report any such signs to the Principal.

[x] Professional development training in youth suicide prevention shall be provided for student personnel services staff, administration, and instructional staff. Further, additional professional development training regarding risk assessment and intervention shall be provided to mental health employees, counselors, psychologists, and school nurses.

[x] The Superintendent shall develop and implement administrative procedures whereby members of training for the student personnel services staff, administration, and instructional staff shall develop an understand understanding of how to use an intervention procedure which includes the following:

Step 1 - Stabilization

Step 2 - Assessment of the Risk

Step 3 - Use of Appropriate Risk Procedure

Step 4 - Communication with Appropriate Parties

Step 5 - Follow-up

Throughout any intervention, it is essential that Board policies and District procedures regarding confidentiality be observed at all times.

F.S. ~~14.201~~14.2019, 14.20195, ~~1001.42(6)~~, ~~1006.07(7)~~, ~~1012.01(2)(b)~~1001.32(2)

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REVISED POLICY – VOL. 15, NO. 2

ANTI-HARASSMENT

General Policy Statement

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment on the basis based on the traits of sex, race, color, national origin, sex (including sexual orientation or transgender identity) religion, or disability (including HIV, AIDS, or sickle cell trait), maternal status, age (except as authorized by law), military status, ancestry or genetic information which are classes protected by State and/or Federal law (collectively, “protected classes”) ~~that are protected by Federal civil rights laws~~ (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

[X] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

For purposes of this policy, "School District community" means students, administrators, teachers, staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off School District property).

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race, color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve:

- A. teasing;

- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

Harassment

Harassment means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
- C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Physical and/or sexual assault.

- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, videotapes, audio recordings, or literature, placed in the work or educational environment, which may embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- H. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.
- J. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

NOTE: Any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of a crime.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like.

Reports and Complaints of Harassing Conduct

Students and all other members of the School District community, as well as~~and~~ third parties, are encouraged to promptly report incidents of unlawful harassing conduct to a teacher, administrator, supervisor, or other School District ~~employee~~ or official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall file it with the District's Anti-Harassment Compliance Officer at his/her first convenience within two (2) business days.

Members of the School District community, which includes students, or third parties who believe they have been unlawfully harassed by another member of the School District community or a third party are entitled to utilize the Board's complaint process that is set forth in policy 5517.02-below. -Anti-Harassment Complaint Procedure. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 -Bullying and Harassment, the Principal principal or his/her designee believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on sex, race, color, national origin, religion, or disability, the Principal principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. While the Compliance Officer investigates the allegation, the Principal shall suspend his/her Policy 5517.01 investigation to await the Compliance Officer's written report. The Compliance Officer shall keep the Principal informed of the status of the Policy 5517 investigation and provide him/her with a copy of the resulting written report.

Anti-Harassment Compliance Officers

The following individuals serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers".

Executive Director of Exceptional Student
Education

Executive Director of Human Resources

(Title)

(Title)

Dr. Michael Ferrentino

Dr. Edwina Suit

(Name)

(Name)

1990 25th Street Vero Beach, FL
32960

1990 25th Street Vero
32960

(Address)

(Address)

772-564-5932

-772-564-3137

(Phone)

(Phone)

Michael.ferrentino@indianriverschools.org

edwina.suit@indianriverschools.org

(E-mail address)

(E-mail address)

The names, titles, and contact information for these individuals will be published annually:

- () in the parent and staff handbooks.
- () ~~in the School District Annual Report to the public.~~
- () on the School District's web site.
- () on each individual school's web site.
- () ~~in the School District's calendar.~~
- () _____

~~The~~ A Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age of eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officers are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, ~~a a the~~ Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare after consultation with the board attorney, recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two ~~(5)~~ (2) calendar days of learning of the incident.

Investigation and Complaint Procedure

~~Any~~ny student who believes that s/he has been subjected to unlawful harassment may seek resolution of his/her complaint through either the informal or formal procedures as described below. While there are no time limits for imitating a complaint of harassment individuals should make every effort to file an informal or formal complaint as soon as possible after the harassing conduct occurs. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment, time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) calendar days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who believes s/he has been unlawfully harassed. This informal procedure is not required as a precursor to the filing of a formal complaint.

An informal complaint process to provide members of the School District community or third parties who believes they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns is set forth in policy 5517.02

Students, other members of the School District community or third parties who believe that they have been unlawfully harassed may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in the informal process.

~~These Students,~~ other members of the School District community or third parties who believe that they have been unlawfully harassed may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

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However, all complaints of harassment involving a District employee or any other adult member of the School District community against a student will be formally investigated.

As an initial course of action, if a student feels that s/he is being unlawfully harassed and s/he is able and feels safe doing so, the individual should tell or otherwise inform the harasser that the conduct is unwelcome and must stop. The complaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers is available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A student who believes s/he has been unlawfully harassed may make an informal complaint, either orally or in writing:-: (1) to a teacher, other employee, or building administrator in the school the student attends (2) to a (1) to a teacher, other employee, or building administrator in the building where the individual is employed school the student attends; (3) to the Superintendent or other if the individual is not employed in or attending a specific school building; and/or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officers who will either facilitate an informal resolution as described below on his/her own, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide students, other members of the School District community and third parties who believe they are being unlawfully harassed by a student with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the student claiming unlawful harassment, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the student about how to communicate the unwelcome nature of the behavior to the alleged harasser.
- B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.
- C. If both parties agree, the Compliance Officers may arrange and facilitate a meeting between the student claiming harassment and the individual accused of harassment to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officers or designee will exercise his/her authority to attempt to resolve all informal complaints within ~~two weeks~~ fifteen (15) days of receiving the informal complaint. ~~Those members of the School District community or third p~~ Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the Compliance Officers or designee in accordance with the Board's records retention policy. (See Policy 8310 and Policy 8320)

Formal Complaint Procedure

~~Policy 5517.02 - Anti-Harassment Complaint Procedure also includes a formal complaint process. While the formal complaint process may serve as the first step to resolution of a charge of unlawful harassment, it is also available in those circumstances when the informal complaint process fails to satisfactorily resolve a concern. Because of the need for flexibility, no specific time lines are established for initiating the formal complaint process; however, once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within thirty one (31) calendar days of the complaint being received).~~

~~Members of the School District community or third parties who feel they have been unlawfully harassed should file a formal written complaint with the principal of their school building or with one of the compliance officers identified in Policy 5517.02 - Anti-Harassment Complaint Procedure. Oral complaints of harassment will be reduced to writing by the individual receiving the complaint and the complainant will be asked to verify the accuracy of the reported charge by signing the document. Complaints received by a school building principal will be immediately reported to the appropriate compliance officer identified in Policy 5517.02 - Anti-Harassment Complaint Procedure and the principal will not conduct an investigation unless directed to do so by the Compliance Officer.~~

~~The complaint process, which is set forth in Policy 5517.02 - Anti-Harassment Complaint Procedure, is not intended to interfere with the rights of a member of the School District community or a third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.~~

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to

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the formal complaint process, or if the student elects to file a formal complaint initially, the formal complaint process as described below shall be implemented.

~~The complaint process, which is set forth in policy 5571.02-Anti-Harrasment complaint procedure.~~ This formal complaint process is not intended to interfere with the rights of a student, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

A student who believes she/he has been subjected to offensive conduct/harassment hereinafter referred to as the "complainant", may file a formal complaint, either orally or in writing with a teacher, principal, or other District employee at the student's school, the Compliance Officer, Superintendent, or other District employee who works at another school or at the district level. ~~If a complainant informs any other employee of the School District, either orally or in writing, about any complaint or harassment, that employee must immediately report such information to the Compliance Officer, thereafter the Compliance Officer must contact the complainant to determine whether the complainant wishes to file a formal or informal complaint.~~

Due to the sensitivity surrounding complaints of unlawful harassment, time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a complainant informs a teacher, principal, or other District employee at the student's school, the Compliance Officer, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer or designee within two (2) business days.

Throughout the course of the process as described herein, the Compliance Officer should keep the complainant parties informed of the status of the investigation and the decision making process.

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or engaging in, offensive conduct/harassment; a detailed description of the facts upon which the complaint is based; and a list of potential witnesses and, identification of the resolution which the complaint seeks sought by the complainant.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, which will be presented to the complainant for verification by signature and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the complainant from further harassment or retaliation including but not limited to a change of job assignment or a class schedule, for the complainant or the alleged harasser, or possibly a change of school for either or both of the parties. In making such a determination, the Compliance Officer should consult the complainant to assess his/her agreement to any action deemed appropriate. If the complainant is unwilling to consent to any change which that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions s/he deem appropriate in consultation with the Superintendent and/or School Board Attorney.

Within three (3) two (2) business days of receiving a formal complaint, the Compliance Officer will inform the individual alleged to have engaged in the harassing conduct, hereinafter referred to as the "respondent", that a complaint has been received. The respondent will be informed about the nature of the allegations and a copy of these administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Within five (5) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subject to offensive conduct/harassment. A principal will not conduct an investigation unless directed to do so by the Compliance Officer.

~~Simultaneously, the Compliance Officer will inform the individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "respondent", that a complaint has been received. The respondent will be informed about the nature of the allegations and provided with a copy of any relevant administrative procedures, including the Board's anti-harassment policy. The respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.~~

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment within ~~twenty one (21)~~ fifteen (15) calendar days of receiving the formal complaint. The investigation will include:

- A. interviews with the complainant;
- B. interviews with the respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall ~~consult with the Board Attorney.~~ prepare and deliver a written report ~~shall then be prepared and delivered~~ to the Superintendent, ~~that which~~ summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the complainant has been subject to unlawful harassment. In determining if discrimination occurred, a preponderance of evidence standard will be used. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within ten (10) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a final decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

OR

A complainant or respondent who is dissatisfied with the final decision of the Superintendent may appeal to the Board by filing a written notice of appeal with the Superintendent within ten (10) business days of the date of the Superintendent's final decision.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

~~{}~~ Upon receipt of a notice of appeal of the final decision of the Superintendent, the Board shall review the matter at its next regularly scheduled meeting, which is scheduled to occur at least ten (10) days after the Superintendent's receipt of the appeal notice. Following their review the matter, the Board will affirm or reject the final decision of the Superintendent. The decision of the Board will be final.

~~If either the complainant or the respondent is not satisfied with the Superintendent's decision, either party will have an additional sixty (60) days to appeal the decision to the United States Department of Education Office of Civil Rights, Florida Commission on Human Relations, or the Equal Educational Opportunity Commission.~~

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or third party alleging the unlawful harassment pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

Privacy/Confidentiality

~~The School District will make ~~make~~ employ all reasonable efforts to protect the rights of the complainant, and the respondent and the respondent ~~the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.~~ —The School District will respect the privacy of the complaint, the respondent, and all witnesses in a manner consistent with the School District's legal obligations under State and Federal law. The School District will respect the privacy of the complainant, the respondent, and all witnesses in a manner consistent with the School District's legal obligations under State and Federal law. All public records created generated as part of an investigation of a complaint of harassment will be maintained by the Compliance Officers in accordance with the Board's records retention policy. under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality cannot be guaranteed however. All complainants proceeding through the formal investigation process should ~~will be advised that their identities may be disclosed to the respondent.~~~~

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the *Family Educational Rights and Privacy Act* will be maintained in a manner consistent with the provisions of the Federal law.

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The School District respects the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and its related administrative procedures shall be maintained as confidential to the extent permitted by law.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment ~~w~~While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

Retaliation

Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. ~~The employee should also notify the school principal or Superintendent.~~ If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate ~~training information~~ to all members of the School District community related to the implementation of this policy and Policy 5517.02 shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy ~~, Policy 5571.02~~ and harassment in general will be age and content appropriate.

F.S. 110.1221, 1000.05, 1006.07
20 U.S.C. 1400 et seq., The Individuals with Disabilities Improvement Act of 2004,
as amended (commonly known as The Individuals with Disabilities Act)
42 U.S.C. 2000d et seq.
42 U.S.C. 2000e et seq.
29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
29 U.S.C. 794, Rehabilitation Act of 1973
29 U.S.C. 6101, The Age Discrimination Act of 1975
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
20 U.S.C. 1681 et seq.
42 U.S.C. 1983
National School Boards Association Inquiry and Analysis – May 2008

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REVISED POLICY – VOL. 15, NO. 2

STUDENT/PARENT RIGHTS

The School Board recognizes that students possess not only the right to an education but the rights of citizenship as well. Federal and State law prohibit the Board from adopting any policy or rule, or from entering into any agreement, that infringes upon or waives the rights of freedoms afforded to students by the United States Constitution.

In providing students the opportunity for an education to which they are entitled, the District shall attempt to offer ~~nurture~~, nurturing, counseling, and custodial care appropriate to their age and maturity. The District shall, at the same time, guarantee that no student is deprived of the basic right to equal treatment and equal access to the educational program, due process, a presumption of innocence, free expression and association, and the privacy of his/her own thoughts.

Attendant to the rights guaranteed to each student, however, are certain responsibilities, which include respect for the rights of others, obedience to properly constituted school authority, and compliance with the procedures and rules of the District.

The Board realizes that as students differ in age and maturity, so they differ in ability to handle both the rights of citizens and the concomitant responsibilities. The exercise of each right shall be granted, therefore, with due regard for the degree of responsibility possessed by the student and the student's need for the continuing guidance and control of those responsible for his/her education.

Since a student who has reached the age of majority possesses the full rights of an adult, s/he may authorize those school matters previously handled by his/her parents, but s/he also assumes the responsibility for his/her performance in school, attendance, and compliance with school rules.

All K-12 students in Florida are entitled to a uniform, safe, secure, efficient, and high quality system of education, one that allows students the opportunity to obtain a high quality education. Parents are responsible to ready their children for school; however, neither the State of Florida nor the District can be a guarantor of any individual student's success.

Parental Access at School

Each parent has the right to pick-up, visit, and meet with his/her student at school, without interference of or the need for consent from the other parent, unless the school has received a certified copy of an enforceable court order that provides to the contrary. [X] The principal may restrict the times, location, frequency, and length of parent visitations at school, based on legitimate pedagogical or scheduling reasons. [END OF OPTION] The District will abide by enforceable "no contact orders" issued by a court of law which have been provided to the school.

Educational Decisions

Both parents have an equal right to make decisions about the education and welfare of their student, unless the school has received a certified copy of an enforceable court order that specifies that one of the parents, or someone else, has the sole right to make educational and/or general welfare decisions for the student.

If the parents cannot agree on a significant decision about the student's education or on matters affecting the health, safety, or welfare of the student, the school will take action based on what it considers to be in the best interests of the child.

Attendance

A. Termination of Enrollment

A student who attains the age of sixteen (16) years during the school year has the right to file a formal declaration of intent to terminate school enrollment if the declaration is signed by the parent. The parent has the right to be notified by the District of its receipt of the student's declaration of intent to terminate school enrollment. (see also Policy 5130 - Withdrawal from School)

B. Married or Pregnant

Students who become or have become married or who are pregnant and parenting have the right to attend school and receive the same or equivalent educational instruction as other students. (see also Policy 5751 - Parental-Married Status of Students)

C. Compulsory Attendance

Parents of students who have attained the age of six (6) years by February 1st of any school year but who have not attained the age of sixteen (16) years must comply with the compulsory school attendance laws. Parents have the option to comply with the school attendance laws by attendance of the student in a public school; a parochial, religious, or denominational school; a private school; a home education program; or a private tutoring program. (see also Policy 5112 - Entrance Requirements and Policy 5200 - Attendance)

D. Absence for Religious Purposes

A parent of a student may request and be granted permission for absence of the student from school for religious instruction or religious holidays. (see also Policy 5223 - Absences for Religious Instruction and Policy 5225 - Absences for Religious Holidays)

E. Dropout Prevention and Academic Intervention Programs

The parent of a student has the right to receive written notice by certified mail prior to placement of the student in a dropout prevention and academic intervention program. The parent will be notified in writing and entitled to an administrative review of any action by school personnel relating to the student's placement.

Health Issues

A. School-Entry Health Examinations

The parent of any student shall be exempt from the requirement of a health examination upon written request stating objections on religious grounds. (see also Policy 5112 - Entrance Requirements)

B. Immunizations

The parent of any student shall be exempt from the school immunization requirements upon meeting any of the specified exemptions. (see also Policy 5320 - Immunizations and Policy 5112 - Entrance Requirements)

C. Biological Experiments

Parents may request that their child be excused from performing surgery or dissection in biological science classes.

D. Reproductive Health and Disease Education

A public school student whose parent makes written request to the school principal shall be exempted from the teaching of reproductive health or any disease, including HIV/AIDS. (see also Policy 2417 - Comprehensive Health Education)

E. Contraceptive Services to Students

Students may not be referred to or offered contraceptive services at school facilities without the parent's consent.

F. Career Education Courses Involving Hazardous Substances

High school students must be given plano safety glasses or devices in career education courses involving the use of hazardous substances likely to cause eye injury.

G. Substance Abuse Reports

The parent of a student must be timely notified of any verified report of a substance abuse violation by the student.

H. Inhaler Use

Asthmatic students whose parent and physician provide their approval to the school principal may carry a metered dose inhaler on their person while in school. The school Principal shall be provided a copy of the parent's and physician's approval. (see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use)

I. Epinephrine Use and Supply

A student who has experienced or is at risk for life-threatening allergic reactions may carry an epinephrine auto-injector and self-administer epinephrine by auto-injector while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities, if the school has been provided with written parental and physician authorization.

The School District shall be indemnified by the parent of a student who is authorized to carry an epinephrine auto-injector for any and all liability with respect to the student's use of an epinephrine auto-injector pursuant to this policy.

The District and its employees and agents, including the physician who provides the standing protocol for school epinephrine auto-injectors, are not liable for any injury arising from the use of an epinephrine auto-injector administered by trained school personnel who follow the adopted protocol and whose professional opinion is that to a the student that is having an anaphylactic reaction:

1. unless the trained school personnel's action is willful and wanton;

12. notwithstanding that the parents or guardians of the student to whom the epinephrine is administered have not been provided notice or have not signed a statement acknowledging that the School District is not liable; and
23. regardless of whether authorization has been given by the student's parents or guardians or by the student's physician, physician's assistant, or advanced registered nurse practitioner.

(see also Policy **5330.01** - Self-Administered Medication and Epinephrine Use)

J. Diabetes Management

The District may not assign a student who has diabetes to a particular school on the basis that the student has diabetes, that the school does not have a full-time school nurse, or that the school does not have trained diabetes personnel.

Diabetic students whose parent and physician provide their written authorization to the school Principal may carry diabetic supplies and equipment on their person and attend to the management and care of their diabetes while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities, to the extent authorized by the parent and physician and within the parameters set forth by State Board of Education rule. The written authorization shall identify the diabetic supplies and equipment that the student is authorized to carry and shall describe the activities the child is capable of performing without assistance, such as performing blood-glucose level checks and urine ketone testing, administering insulin through the insulin-delivery system used by the student, and treating hypoglycemia and hyperglycemia.

The District and its employees and volunteers shall be indemnified by the parent of a student who is authorized to carry diabetic supplies or equipment for any and all liability with respect to the student's use of such supplies and equipment pursuant to this policy.

(see also Policy **5330.01** - Self-Administered Medication and Epinephrine Use)

K. Use of Prescribed Pancreatic Enzyme Supplements

A student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities, if the school has been provided with written authorization from the student's parent and prescribing practitioner.

The District and its employees and volunteers shall be indemnified by the parent of a student who is authorized to use prescribed pancreatic enzyme supplements for any and all liability with respect to the student's use of the supplements under this policy.

(see also Policy **5330.01** - Self-Administered Medication and Epinephrine Use)

Discipline

A. Suspension

A student may be suspended only as provided by policy of the District. A good faith effort must be made to immediately inform the parent by telephone of the student's suspension and the reason. Each suspension and the reason must be reported in writing within twenty-four (24) hours to the parent by United States mail. A good faith effort must be made to use parental assistance before suspension unless the situation requires immediate suspension. (see also Policy 5610 - Removal, Suspension, and Expulsion of Students)

A student with a disability may only be recommended for suspension or expulsion in accordance with State Board of Education rules.

B. Expulsion

Public school students and their parents have the right to written notice of a recommendation of expulsion, including the charges against the student and a statement of the right of the student to due process. (see also Policy 5610 - Removal, Suspension, and Expulsion of Students)

~~[NOTE: Districts that permit corporal punishment should include the following:]~~

~~(1) **Corporal Punishment**~~

~~Corporal punishment of a student may only be administered by a teacher or principal within guidelines set by the principal and according to District policy. Another adult must be present and must be informed in the student's presence of the reason for the punishment. Upon request, the teacher or school principal must provide the parent with a written explanation of the reason for the punishment and the name of the other adult who was present. (see also Policy **5630** – Corporal Punishment and Use of Reasonable Force and Restraint)~~

~~The District will review its policy authorizing the use of corporal punishment as a form of discipline once every three (3) years during a regular or special Board meeting. The Board shall take public testimony at the Board meeting. If such Board meeting is not held in accordance with this subparagraph, the portion of the Board's policy authorizing corporal punishment expires.~~

Safety

Students who have been victims of certain felony offenses by other students, as well as the siblings of the student victims, have the right to be kept separated from the student offender, both at school and during school transportation.

Educational Choice

A. **Public School Choices**

Parents may seek whatever public school options are applicable and available to students in the School District.

[OPTIONAL LISTING – choose all, some or none]

(x) These options may include:

controlled open enrollment

single gender programs

lab schools

virtual instruction programs

charter schools

charter technical career centers

magnet schools

alternative schools

special programs

auditory oral education programs

advanced placement

dual enrollment

International Baccalaureate

International General Certificate of Secondary Education (pre-AICE)

Advanced International Certificate of Education

early admissions

credit by examination or demonstration of competency

~~[]~~ [the New World School of the Arts](#)

~~[x*]~~ [the Florida School for the Deaf and the Blind](#)

~~[x*]~~ [the Florida Virtual School](#)

Options also include the public school choice options of the Opportunity Scholarship Program and the McKay Scholarships for Students with Disabilities Program. (see also Policy **2370** - Educational Options, Policy **2370.01** - Virtual Instruction, and Policy **5113** - School Choice Options Provided by the No Child Left Behind Act)

B. Private School Choices

Parents may seek private school choice options under certain programs.

1. Under the McKay Scholarships for Students with Disabilities Program, the parent of a public school student with a disability may request and receive a McKay Scholarship for the student to attend a private school in accordance with State law.
2. Under the Florida Tax Credit Scholarship Program, the parent of a student who qualifies for free or reduced-price school lunch or who is currently placed, or during the previous State fiscal year was placed, in foster care may seek a scholarship from an eligible nonprofit scholarship-funding organization in accordance with State law.

C. Home Education

The parent may choose to place the student in a home education program, in accordance with State law. (see also Policy 9270 - Equivalent Education Outside the Schools (Home-Education))

D. Private Tutoring

The parent of a student may choose to place the student in a private tutoring program in accordance with State law.

Nondiscrimination

All education programs, activities, and opportunities offered by the District are available without discrimination on the basis of race, ethnicity, national origin, gender, disability, marital status (x*), sexual orientation, or (x*) transgender identity. (see also Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity and Policy 2260.01 - Section 504/ADA Prohibition Against Discrimination Based on Disability)

Students with Disabilities

A. Notice and Due Process

Parents of students with disabilities and parents of students in residential care facilities are entitled to notice and due process. (see also Policy 2460 - Exceptional Student Education)

B. Graduation

Students with disabilities are provided the opportunity to meet the graduation requirements for a standard high school diploma. Certain students with disabilities may be awarded a special diploma upon high school graduation. (see also Policy 2623 - Student Assessment)

Meeting Rights Involving Students with Disabilities

C. Meetings with District Personnel

Parents of students with disabilities, or eligible students with disabilities, may be accompanied by another person of their choice at any meeting with District personnel.

District personnel will not object to the attendance of such adult or discourage or attempt to discourage through any action, statement, or other means, parents or an eligible student, from inviting another person of their choice to attend any meeting. Parents, eligible students, or other individuals invited to attend such meetings by parents ~~of students with disabilities~~ or eligible students ~~with disabilities~~ on school grounds shall sign-in at the front office of such school as a guest.

Parents, or eligible students, and District personnel shall sign ~~Form 5780-F1~~ meeting summary form at the meeting's conclusion which states whether or not any District personnel have prohibited, discouraged, or attempted to discourage the parents, or eligible student, from inviting a person of their choice to the meeting pertaining to their child's, or their own, educational environment, placement, or discipline.

Blind Students

Students who are blind have the right to an individualized written education program and appropriate instructional materials to attain literacy.

Limited English Proficient Students

Limited English proficient students have the right to receive English for Speakers of Other Languages (ESOL) instruction designed to develop the student's mastery of listening, speaking, reading, and writing in English as rapidly as possible. The students' parents have the right of parental involvement in the ESOL program.

Students with Reading Deficiencies

Each elementary school shall regularly assess the reading ability of each K-3 student. The parent of any K-3 student who exhibits a reading deficiency shall be immediately notified of the student's deficiency with a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading; shall be consulted in the development of a progress monitoring plan; and shall be informed that the student will be given intensive reading instruction until the deficiency is corrected.

Pledge of Allegiance

A student will be excused from reciting the pledge of allegiance, upon written request by the student's parent, in accordance with State law.

Student Records

- A. Each parent has an equal right of access, right to waive access, right to challenge and hearing and right of privacy in the education records of his or her student who is a minor or a dependent adult pursuant to law, unless the school has received a certified copy of an enforceable court order that provides to the contrary. (see also Policy **8330** - Student Records)
- B. A student is not required to provide his/her social security number as a condition for enrollment or graduation. (see also Policy **8330** - Student Records)

Student Report Cards

Students and their parents have the right to receive student report cards on a regular basis that clearly depict and grade the student's academic performance in each class or course, the student's conduct, and the student's attendance.

Student Progress Reports

Parents shall be informed at regular intervals of the academic progress and other needed information regarding their child, including ways they can help their child to succeed in school. (see also Policy 5420 - Reporting Student Progress)

Student Accountability and School Improvement Rating Reports

Parents of public school students are entitled to an easy-to-read report card about the school's grade designation or, if applicable, school's improvement rating, and the school's accountability report, including the school financial report.

High School Athletics

A. Eligibility

A student is eligible in the school in which s/he first enrolls each school year, the school in which the student makes himself/ herself a candidate for an athletic team by engaging in practice before enrolling, or the school to which the student has transferred with approval of the Board, in accordance with State law. (see also Policy 2431 - Interscholastic Athletics)

B. Medical Evaluation

Students must satisfactorily pass a medical evaluation each year before participating in athletics, unless the parent objects in writing based on religious tenets or practices, in accordance with State law. (see also Policy 2431 - Interscholastic Athletics)

Extra-Curricular Activities

A. Eligibility

Students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities. (see also Policy 2430 - District-Sponsored Clubs and Activities)

B. Home Education Students

Home education students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the public school to which the student would be assigned or could choose to attend according to Board policies, or may develop an agreement to participate at a private school.

C. Charter School Students

Charter school students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the school to which the student would be assigned or could choose to attend according to Board policies, unless such activity is provided by the student's charter school.

D. Florida Virtual School Full-Time Students

Florida Virtual School full-time students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the public school to which the student would be assigned or could choose to attend according to Board policies.

Instructional Materials

A. Core Courses

Each student is entitled to sufficient instructional materials in the core courses of mathematics, language arts, social studies, science, reading, and literature.

B. Curricular Objectives

The parent of each student has the right to receive effective communication from the school principal as to the manner in which instructional materials are used to implement the school's curricular objectives.

C. **Sale of Instructional Materials**

Upon request of the parent of a student, the principal will sell to the parent any instructional materials used in the school.

CD. **Dual Enrollment Students**

Instructional materials purchased by the District or a Florida College System institution board of trustees on behalf of dual enrollment students is available to the dual enrollment students free of charge.

Juvenile Justice Programs

Students who are in juvenile justice programs have the right to receive educational programs and services, in accordance with State law.

Parental Input and Meetings

A. **Meetings with School District Personnel**

Parents may be accompanied by another adult of their choice at a meeting with School District personnel.

B. **District Educational Facilities Program**

Parents and other members of the public have the right to receive proper public notice and opportunity for public comment regarding the District's educational facilities work program, in accordance with State law.

Transportation

A. **Transportation to School**

Students are provided transportation to school in accordance with the provisions of State law. (see also Policy **8600** - Transportation)

B. Hazardous Walking Conditions

Students in grades K-6 are provided transportation if they are subjected to hazardous walking conditions, in accordance with State law.

C. Parental Consent

Each parent of a public school student must be notified in writing and give written consent before the student may be transported in a privately owned motor vehicle to a school function in accordance with State law. (see also Policy **8660** - Transporting Students by Private Vehicles)

Orderly, Disciplined Classrooms

Students will be in orderly, disciplined classrooms conducive to learning without the distraction caused by disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students. (see also Policy **5600** - Student Discipline)

Economic Security Report

Prior to registration, each middle school and high school student or the student's parent will be provided a two (2) page summary of the Department of Economic Opportunity's economic security report of employment and earning outcomes and electronic access to the report.

F.S. 1000.05, 1002.20, 1002.22, 1002.39, 1002.395, 1002.41, 1002.43
F.S. 1003.01(13), 1003.02, 1003.21, 1003.22, 1003.32, 1003.42, 1003.44
F.S. 1003.4505, 1003.47, 1003.52, 1003.53, 1003.55, 1003.56, 1003.57
F.S. 1003.58, 1006.062(7), 1006.09, 1006.13, 1006.15, 1006.20, 1006.21
F.S. 1006.22, 1006.23, 1006.28, 1006.40, 1007.271, 1008.22, 1008.25
F.S. 1008.386

NEW POLICY FOR IRREVISED POLICY – VOL. 15, NO. 2

STUDENT FUND-RAISING

The School Board acknowledges that the solicitation of funds from students by students must be limited since compulsory attendance laws make the student a captive donor and since such solicitation may disrupt the program of the schools.

For purposes of this policy "student fund-raising" shall include student solicitation and collection of money for any purpose including collection of money in exchange for tickets, papers, or any other goods or services.

The Board will permit student fund-raising in school, on school property, or at any school-sponsored event only when the profit therefrom is to be used for school purposes or for an activity connected with the schools. Contracts with vendors shall limit the percentage that private companies may earn from school-based fund-raising involving students to fifty percent (50%) of the total profit.

Further, student fund-raising by approved school organizations, those whose funds are managed by the Fiscal Officer, may be permitted in school if approved by the principal.

All fund-raisers must be approved by the principal.

Raffles and all games of chance are prohibited.

[NOTE: Choose either Option 1 or Option 2]

[OPTION 1 — no exceptions]

~~{ }~~ For any fund raisers by student clubs and organizations, parent groups, or boosters clubs that involves the sale to students of food items and/or beverages that will be consumed on campus, the food and/or beverages items to be sold shall comply with the current USDA *Dietary Guidelines for Americans* *Nutrition Standards for National School Lunch and School Breakfast Programs*, and the USDA *Smart Snacks in Schools* regulations, F.A.C. 5P-1.003, and applicable State law. If approved, the fund raisers that involve the sale to students of food items or beverages that will be consumed on campus must also be consistent with regulations established in Policy 8550, Competitive Foods. Further, there shall be no exemptions from the standards for competitive foods in any of the District's schools.

[END OF OPTION 1]

[OPTION 2 — exceptions per F.A.C. 5P-1.003]

~~[xx]~~ For any fund-raisers by student clubs and organizations, parent groups, or booster clubs that involves the sale to students of food items and/or beverages that will be consumed on campus, the food and/or beverages items to be sold shall comply with the current USDA *Dietary Guidelines for Americans* *Nutrition Standards for the National School Lunch and School Breakfast Programs*, and the USDA *Smart Snacks in Schools* and regulations, F.A.C. 5P-1.003, and applicable State law, unless the Principal grants an exception to this requirement pursuant to F.A.C. 5P-1.003. If approved, fund-raisers that involve the sale of food items or beverages to students on campus must be consistent with regulations established in Policy 8550, Competitive Foods, whether those food items and beverages are compliant with, or an exception to, the current USDA *Dietary Guidelines for Americans* and the USDA *Smart Snacks in Schools* regulations.

If an exception is granted to the requirement that food items and beverages available for sale to students on campus between one (1) hour after the last lunch period and thirty (30) minutes after the end of the school day are compliant with the current USDA *Dietary Guidelines for Americans* and the USDA *Smart Snacks in Schools* regulations, the Principal shall also comply with all requirements set forth in F.A.C. 5P-1.003, including the maintenance of required records.

[END OF OPTION 2]

Door-to-door solicitation by elementary and middle school students is prohibited. High school students who solicit door-to-door are required to work in groups of at least two (2).

School-wide and classroom incentives are permitted with the approval of the Principal. Incentives for individual students may be permitted if they have educational value.

Student fund-raising by approved school organizations off school grounds may be permitted under the administrative procedures of the Superintendent.

Fund-raising by students on behalf of school-related organizations whose funds are not managed by the Fiscal Officer may be permitted on school grounds in accordance with the Superintendent's administrative procedures. These fund-raisers shall comply with the provisions of Policy 9211, Parent Organizations, Booster Clubs, and Other Fund-Raising Activities.

These administrative procedures should:

- A. specify the times and places in which funds may be collected;
- B. describe permitted methods of solicitation which do not place undue pressure on students;
- C. limit the kind and amount of advertising for solicitation.

Advisors, whether staff members or volunteers, for approved school organizations shall not accept any form of compensation from vendors that might influence their selection on a vendor that will provide a fund-raising activity or a product that will be sold as a fund-raiser. Furthermore, advisors, whether staff members or volunteers, for approved school organizations shall not accept any compensation from a vendor after a decision has been made regarding a fundraising activity or a product that will be sold as a fund-raiser.

In addition, advisors, whether staff members or volunteers, for approved school organizations who make the selection of a vendor that will provide a fund-raising activity or a product that will be sold as a fund-raiser shall not enter into a contractual arrangement whereby an advisor receives compensation in any form from the vendor that provides a fund-raising activity or a product that will be sold as a fund-raiser.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that an advisor of an approved school organization receives such compensation, albeit unsolicited, from a vendor, the individual shall notify the Fiscal Officer, in writing, that s/he received such compensation and shall thereafter properly transmit said compensation to the Fiscal Officer at his/her earliest opportunity.

The Superintendent shall distribute this policy and the procedures that implement it to each student organization granted permission to solicit funds.

F.S. 1001.41~~(2)~~, 1001.42~~(1)~~, 1001.43, 1010.01, 1010.20, 1011.07

F.A.C. 5P-1.003, Responsibilities for the School Food Service Program

F.A.C. 6A-1.001, District Financial Records

F.A.C. 6A-1.087, School Board Responsible for Internal Funds

F.A.C. 6A-1.091, Purchases from Internal Funds

7 C.F.R. 210.11

42 U.S.C. 1779

Chapter 8, Financial and Program Cost Accounting and Property for Florida Schools, 2014

REVISED POLICY – VOL. 15, NO. 2 – NEW POLICY FOR IR. REPLACES
PORTIONS OF POLICY 8400

SERVICE ANIMALS ANIMALS ON DISTRICT PROPERTY

Introduction

The School Board recognizes that there are many occasions when animals are present on District property and many reasons for those animals' presence. Animals are commonly utilized by teachers during classroom presentations and are often housed in classrooms and other locations on campus. Additionally, employees, students, parents, vendors, and other members of the public may be accompanied at school by a service animal in accordance with Federal and State law and this policy.

This policy shall apply to all animals on District property, including service animals.

Definitions

- A. **“Animal”** shall be held to include every living dumb creature.
- B. A **“Service animal”**, pursuant to 28 C.F.R. 35.104, ~~is~~ “means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.”

The Americans with Disabilities Act (ADA) has also defined a miniature horse as an animal that can serve as a service animal, so long as the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability. To better determine whether the Board must allow for the use of a miniature horse or make modifications to buildings, the Board should refer to Section 35.136 (c) through (h) of the ADA.

F.S. 413.08 also defines "service animal" as "an animal that is trained to perform tasks for an individual with a disability. The tasks may include, but are not limited to, guiding a person who is visually impaired or blind, alerting a person who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting a person who is having a seizure, retrieving objects, or performing other special tasks. A service animal is not a pet."

Vaccination, Licensing and/or Veterinary Requirements

All animals housed on District property for any school purpose, such as to conduct random searches for illegal substances or to support classroom activities, or brought on District property on a regular basis for any purpose, including service animals, must meet every veterinary requirement set forth in State law and county regulation/ordinance, including but not limited to rabies vaccination or other inoculations required to be properly licensed. For example, all canines and cats must, at a minimum, be administered a rabies vaccine in accordance with F.S. 828.30. The Board shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal.

Non-Service Animals in Schools and Elsewhere on District Property

Animals permitted in schools and elsewhere on District property shall be limited to those necessary to support specific curriculum-related projects and activities.

Taking into consideration that some animals can cause or exacerbate allergic reactions, spread bacterial infections, or cause damage and create a hazard if they escape from confinement, the Principal may permit non-service animals to be present in classrooms to support curriculum-related projects and activities only under the following conditions:

- A. the staff member seeking approval to have a non-service animal in his/her classroom shall

1. provide a current satisfactory health certificate or report of examination from a veterinarian for the animal;
 2. take precautions deemed necessary to protect the health and safety of students and other staff;
 3. ensure that the animal is treated humanely, keeping it in a healthy condition and in appropriate housing (e.g., a cage or tank) that is properly cleaned and maintained; and,
 4. keep the surrounding areas in a clean and sanitary condition at all times.
- B. other staff members and parents of students in areas potentially affected by animals have been notified in writing and adjustments have been made to accommodate verified health-related or other concerns.

Except where required by law, the presence of a non-service animal shall be disallowed if documented health concerns of a student or staff member cannot be accommodated.

Service Animals for Students with Disabilities

The Superintendent may make two (2) inquiries to determine whether an animal qualifies as a service animal. The Superintendent may ask if the animal is required because of a disability and what work or task the animal has been trained to perform.

A service animal is permitted to accompany a student with a disability to whom the animal is assigned anywhere on the school campus where students are permitted to be.

A service animal is personal property of the student and/or parents. The Board does not assume responsibility for training, daily care, or healthcare of service animals, including walking the service animal or responding to the animal's need to relieve itself. Either the student or the parent is responsible for such care and supervision. The Board does not assume responsibility for personal injury or property damage arising out of or relating to the presence or use of service animals on Board property or at District-sponsored events.

All requests for an individual with a disability to be accompanied by a service animal must be addressed in writing to the Executive Director of Exceptional Student Education (ESE) and Student Services and must contain required documentation of vaccinations and the task(s) the service animal will perform. This written request

must be delivered to the Executive Director of Exceptional Student Education (ESE) and Student Services at least ten (10) business days prior to bringing the service animal to school or a school function. Owners of a service animal must provide annual proof of a current health certificate or report of examination from a veterinarian. All service dogs must be spayed or neutered. All service animals must be treated for, and kept free of, fleas and ticks. All service animals must be kept clean and groomed to avoid shedding and dander.

Requests to permit a miniature horse to accompany an individual with a disability in school buildings, in a classroom, or at school functions, will be handled on case-by-case basis, considering:

1. the type, size and weight of the miniature horse and whether the facility can accommodate these features;
2. whether the handler has sufficient control of the miniature horse;
3. whether the miniature horse is housebroken;
4. whether the miniature horse's presence in a specific facility compromises legitimate safety requirements, which are necessary for safe operation.

A service animal may not interfere with the educational process of any student or pose a health or safety threat to any student, school personnel, or other persons. Additionally, the service animal may not:

1. urinate or defecate in inappropriate locations;
2. solicit attention, visit, or annoy any member of the student body or school staff;
3. vocalize unnecessarily (i.e., bark, growl, or whine);
4. show aggression towards people or other animals;
5. solicit or steal food, or other items from the student body or school staff.

A service animal that meets the definition set forth in the ADA and this policy shall be under the control of the student with a disability or, a separate handler if the student is unable to control the animal. A service animal shall have a harness, leash, or other tether, unless either the student with a disability is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the student's control (e.g., voice control, signals, or other effective means), or under the control of a handler other than the student.

If the student with a disability is unable to control the service animal and another person serves as the animal's handler, that individual shall be treated as a volunteer and, as such, will be subject to Board policy.

Owners of service animals are liable for any harm or injury caused by the animal to other students, staff, visitors, or property.

Removing and/or Excluding a Student's Service Animal

If a service animal demonstrates that it is not under the control of the student or its handler, the Principal is responsible for documenting such behavior and for determining if and when the service animal is to be removed and/or excluded from school property.

Similarly, in instances when the service animal demonstrates that it is not housebroken, the Principal will be responsible for documenting such behavior and for determining that the service animal is to be removed and/or excluded from school property.

The Principal should notify the Superintendent when a service animal has been removed and/or excluded, and, immediately subsequent to such notification, document the reasons for the removal and/or exclusion.

The Principal's decision to remove and/or exclude a service animal from school property may be appealed in accordance with the complaint procedure set forth in Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity.

The procedures set forth Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity do not interfere with the rights of a student and his/her parents or an eligible student to pursue a complaint of legally prohibited discrimination with the United States Department of Education's Office for Civil Rights, the Florida Civil Rights Commission, the Equal Employment Opportunity Commission, or the Department of Justice.

Eligibility of a Student's Service Animal for Transportation

A student with a disability shall be permitted to access School District transportation with his/her service animal. There may also be a need for the service animal's handler, if the handler is someone other than the student, to also access School District transportation.

When a service animal is going to ride on a school bus owned or leased by the District, the student and his/her parents, or eligible student, and the handler, if s/he is someone other than the student, meet with the Principal or the Director of Transportation, and the driver and bus assistant, if any, to discuss critical commands needed for daily interaction and emergency/evacuation and to determine whether the service animal should be secured on bus/vehicle with a tether or harness.

At the discretion of the Principal or Director of Transportation an orientation will take place for students and staff who will be riding the bus/vehicle with the service animal regarding the animal's functions and how students should interact with the animal.

The service animal shall board the bus by the steps with the student, not a lift, unless the student uses the lift to enter and exit the bus. The service animal must participate in bus evacuation drills with the student.

While the bus is in motion, the service animal shall remain positioned on the floor, at the student's feet

Situations that would cause cessation of transportation privileges for the service animal include:

- A. the student, or handler, is unable to control the service animal's behavior, which poses a threat to the health or safety of others; or
- B. the service animal urinates or defecates on the bus.

The student and his/her parents shall be informed of behaviors that could result in cessation of transportation privileges for the service animal, in writing, prior to the first day of transportation.

If it is necessary to suspend transportation privileges for the service animal for any of the above reasons, the decision may be appealed to the Superintendent.

Although transportation may be suspended for the service animal, it remains the District's responsibility to transport the student. Furthermore, unless the behavior that resulted in the service animal's removal from the bus is also documented during the school day, the service animal may still accompany the student in school.

Service Animals for Employees

In accordance with Policy 1122.01, Policy 3122.01, and Policy 4122.01 Prohibition of Disability Discrimination in Employment, the District shall provide a reasonable accommodation for a qualified individual with disabilities. An employee with a disability may request authorization to use a service animal while on duty as such an accommodation. The request will be handled in accordance with the ADA-mandated interactive process.

Service Animals for Parents, Vendors, Visitors, and Others

Individuals with disabilities who are accompanied by their service animals are permitted access to all areas of the District's facilities where members of the public, as participants in services, programs or activities, as vendors, or as invitees, are permitted to go. Individuals who will access any area of the District's facilities with their service animals should notify the Principal that their service animal will accompany them during their visit.

An individual with a disability who attends a school event will be permitted to be accompanied by his/her service animal in accordance with Policy 9160 Public Attendance at School Events.

Any trainer of a service animal, while engaged in the training of such an animal, has the same right of access to public schools as is provided for those persons who are accompanied by service animals.

28 C.F.R. 35.104
28 C.F.R. 35.136
F.S. 381.0056, 413.08, 1001.41, 1006.22
Section 504 of the Rehabilitation Act of 1973 (Section 504)
The Americans with Disabilities Act (ADA)
The Individuals with Disabilities Education Act (IDEA)

1 C. Procedures directed toward the safety and health of students during
2 transportation to and from school, at school, and during
3 participation in school-related activities. These procedures shall
4 include, but not be limited to, promoting bus safety for students,
5 assessing the safety of school traffic patterns, operating school
6 clinics, administering medication and medical treatment, promoting
7 laboratory and shop safety, promoting safety in sports and other
8 outdoor activities, inspecting playground equipment and promoting
9 safety on playgrounds, and assessing environmental exposure.

10 D. Procedures related to District employee health and safety issues that
11 include, but are not limited to, provision of work areas free from
12 recognized hazards and OSHA-related programs that are required by
13 Federal and State law, such as, employee safety and health training
14 and training in hazard recognition, and defining employer and
15 employee responsibilities and expectations related to health and
16 safety.

17 E. Procedures describing an accident reporting and investigation
18 system that provides for identification of root causes, determination
19 of remedial and programmed corrective actions, and provides
20 communication about accidents to employees and stakeholders.

21 F. Procedures that detail plans for foreseeable emergencies and fire
22 prevention.

23 **PHASE-OUT/BANNED PRODUCTS**

24 The Superintendent shall require that any chemicals, insecticides, or other materials
25 that the Federal government is phasing out and/or banning by a certain date be
26 immediately banned from use on Board property.

27 **SERVICE ANIMALS**

28 ~~The Board shall permit the use of a service animal by an individual with a disability~~
29 ~~in compliance with Federal and State law.~~

1 ~~The Superintendent shall not ask about the nature or extent of a person's disability,~~
2 ~~but may make two (2) inquiries to determine whether an animal qualifies as a~~
3 ~~service animal. The Superintendent may ask if the animal is required because of a~~
4 ~~disability and what work or task the animal has been trained to perform. The Board~~
5 ~~shall not require documentation, such as proof that the animal has been certified,~~
6 ~~trained, or licensed as a service animal.~~

7 A. ~~A "service animal" is any dog that is trained to do work or perform~~
8 ~~tasks for the benefit of an individual with a disability. The animal~~
9 ~~must be trained to perform tasks directly related to the person's~~
10 ~~disability.~~

11 1. ~~Other species of animals are not considered service animals.~~

12 2. ~~Miniature horses may be used as an alternative to dogs, with~~
13 ~~certain limitations. However, they are not included in the~~
14 ~~definition of service animal.~~

15 3. ~~An animal whose sole function is to provide comfort, therapy,~~
16 ~~or companionship is not considered a service animal.~~

17 4. ~~A service animal is not a pet.~~

18 B. ~~A "task" is a minor job or piece work that the animal performs.~~
19 ~~Tasks include:~~

20 1. ~~guiding a person who is visually impaired or blind;~~

21 2. ~~alerting a person who is deaf or hard of hearing;~~

22 3. ~~retrieving objects;~~

23 4. ~~assisting with mobility or balance;~~

24 5. ~~pulling a wheelchair;~~

25 6. ~~alerting and protecting a person having a seizure;~~

26 7. ~~performing other specific tasks.~~

1 ~~C. A service animal is personal property and may not be brought on~~
2 ~~campus without the knowledge and permission of the~~
3 ~~Superintendent. A service animal must be “required” for the~~
4 ~~individual with a disability. A service animal must be trained to do~~
5 ~~work or a task for the individual with a disability.~~

6 ~~D. All requests for an individual with a disability to be accompanied by~~
7 ~~a service animal must be addressed in writing to the Executive~~
8 ~~Director of Exceptional Student Education (ESE) and Student~~
9 ~~Services and must contain required documentation of vaccinations~~
10 ~~and the task the service animal will perform. This written request~~
11 ~~must be delivered to the Executive Director of Exceptional Student~~
12 ~~Education (ESE) and Student Services at least ten (10) business~~
13 ~~days prior to bringing the service animal to school or a school~~
14 ~~function.~~

15 ~~E. Owners of a service animal must provide annual proof of a current~~
16 ~~health certificate or report of examination from a veterinarian.~~

17 ~~F. All service dogs must be spayed or neutered.~~

18 ~~G. All service animals must be treated for, and kept free of, fleas and~~
19 ~~ticks.~~

20 ~~H. All service animals must be kept clean and groomed to avoid~~
21 ~~shedding and dander.~~

22 ~~I. A service animal may not interfere with the educational process of~~
23 ~~any student or pose a health or safety threat to any student, school~~
24 ~~personnel, or other persons. Additionally, the service animal may~~
25 ~~not:~~

26 ~~1. urinate or defecate in inappropriate locations;~~

27 ~~2. solicit attention, visit, or annoy any member of the student~~
28 ~~body or school staff;~~

29 ~~3. vocalize unnecessarily (i.e., bark, growl, or whine);~~

30 ~~4. show aggression towards people or other animals;~~

31 ~~5. solicit or steal food, or other items from the student body or~~
32 ~~school staff.~~

1 ~~J. — A service animal must have a harness, leash, or other tether, unless~~
2 ~~the individual is unable because of a disability to use a harness,~~
3 ~~leash, or other tether, or the use of a harness, leash, or other tether~~
4 ~~would interfere with the service animal's safe, effective performance~~
5 ~~of tasks, in which case the service animal must be otherwise under~~
6 ~~the individual's control.~~

7 ~~K. — A school administrator may ask an individual with a disability or~~
8 ~~his/her parents to remove a service animal from a school building, a~~
9 ~~classroom, or from a school function if any one of the following~~
10 ~~occurs:~~

11 ~~1. — The service animal is out of control and the animal handler~~
12 ~~does not take effective action to control it.~~

13 ~~2. — The service animal is not housebroken.~~

14 ~~L. — Owners of service animals are liable for any harm or injury caused~~
15 ~~by the animal to other students, staff, visitors, or property.~~

16 ~~M. — The Superintendent shall develop guidelines for service animals on~~
17 ~~campus. Guidelines shall include but not be limited to:~~

18 ~~1. — the process for requesting approval for the use of a service~~
19 ~~animal in the school or District setting;~~

20 ~~2. — required accommodation documentation;~~

21 ~~3. — transportation of the service animal;~~

22 ~~4. — emergency procedures;~~

23 ~~5. — orientation for school personnel and students.~~

24 ~~N. — The District shall not assume responsibility for training, health care,~~
25 ~~or daily care of any service animal, including walking the service~~
26 ~~animal or responding to the animal's need to relieve itself. Either~~
27 ~~the student or the parent is responsible for such care and~~
28 ~~supervision.~~

1 ~~O. — Special provisions regarding miniature horses: Requests to permit a~~
2 ~~miniature horse to accompany an individual with a disability in~~
3 ~~school buildings, in a classroom, or at school functions, will be~~
4 ~~handled on case by case basis, considering:~~

5 ~~1. — the type, size and weight of the miniature horse and whether~~
6 ~~the facility can accommodate these features;~~

7 ~~2. — whether the handler has sufficient control of the miniature~~
8 ~~horse;~~

9 ~~3. — whether the miniature horse is housebroken;~~

10 ~~4. — whether the miniature horse's presence in a specific facility~~
11 ~~compromises legitimate safety requirements, which are~~
12 ~~necessary for safe operation.~~

13 ~~**ANIMALS ON CAMPUS**~~

14 ~~A. — Animals may be allowed on a school campus under the following~~
15 ~~conditions:~~

16 ~~1. — The presence of the animal is related to the curriculum and~~
17 ~~significantly contributes to the instructional program.~~

18 ~~2. — The animal does not present a danger to students or staff.~~
19 ~~Aggressive, venomous, or potentially dangerous animals are~~
20 ~~prohibited.~~

21 ~~3. — Proof of current rabies vaccination, or current report of~~
22 ~~examination from a veterinarian, or veterinary certification of~~
23 ~~vaccination exemption shall be kept at the school premises.~~

24 ~~4. — The animal is kept in an appropriate cage or container, which~~
25 ~~is kept clean, or on a leash or other restraint.~~

26 ~~5. — The length of time the animal may be on a campus is~~
27 ~~specifically designated.~~

28 ~~6. — The animal is housed and cared for in a humane manner.~~

1 ~~7. The Principal has approved the presence of the animal on~~
2 ~~campus.~~

3 ~~B. Parents shall be notified in advance that an animal will be in the~~
4 ~~classroom or will be part of a class activity.~~

5 ~~C. The policy does not apply to law enforcement canine units or~~
6 ~~approved service animals.~~

7 **INDOOR ENVIRONMENTAL QUALITY (IEQ)**

8 The Board recognizes that excessive moisture levels within the schools can lead to
9 conditions that are optimum for the development of biological contaminants, such
10 as mold and fungi on building surfaces. The Board further recognizes that the
11 presence of these contaminants can be harmful on contact with respiratory tissue.

12 Contributing factors to excessive moisture levels include the following:

- 13 A. roof leaks
- 14 B. structural defects in the building
- 15 C. improperly controlled humidity levels
- 16 D. faulty HVAC systems

17 As preventative measures, the District shall do the following:

- 18 A. address prevention of water intrusion as a priority Indoor Air
19 Quality (IAQ) issue and implement strategies toward its elimination
- 20 B. maintain environmental conditions in occupied areas that are in
21 compliance with applicable regulations and strive to conform to
22 consensus industry standards
- 23 C. implement a preventative maintenance program for HVAC systems
24 which shall include, but not be limited to, periodic filter
25 replacement, inspection, cleaning and disinfecting processes, and
26 procedures to eliminate the contribution to indoor air quality
27 problems caused by this equipment

1 D. implement a system for insuring materials used and purchased for
2 use in the construction, furnishing and maintenance, including
3 cleaning of facilities, do not contribute to the health hazards to
4 employees and students by degrading the quality of indoor air. In
5 addition, activities that create indoor air quality health hazards shall
6 not be permitted

7 In addition, the Superintendent shall develop administrative procedures for the
8 proper monitoring of the factors that contribute to excessive moisture and for the
9 development of mitigation plans when, and if, problems with IAQ are identified.

10 **DIESEL EXHAUST AND SCHOOL BUS IDLING**

11 Pursuant to the Florida Administrative Code, the Board prohibits the unnecessary
12 idling of school buses in the vicinity of students. Further, in accordance with the
13 Environmental Protection Agency's initiative to reduce pollution that is caused by
14 school buses on school property, the Board will take the steps recommended to
15 reduce the negative effect of diesel exhaust on indoor and outdoor air quality on
16 school campuses. This effort shall include, but not be limited to, reinforcing smart
17 driving practices.

18 The Superintendent shall develop the administrative procedures necessary to
19 establish these practices in the District. (See AP 8615)

20 **POLLUTION CONTROL AND PREVENTION**

21 In an effort to comply with environmental policy and applicable regulations, the
22 District shall develop and implement procedures designed to prevent air and water
23 pollution, minimize or eliminate waste streams where possible, and identify possible
24 sources of air and water pollution.

1 SEE ALSO THE FOLLOWING RELATED POLICIES:

- 2 Policy 7430 - Risk Reduction Program
- 3 Policy 8410 - Crisis Event Intervention and Response
- 4 Policy 8420 - Emergency Evacuation of Schools
- 5 Policy 8431 - Preparedness of Toxic Hazard and Asbestos Hazard
- 6 Policy 8442 - Reporting Accidents
- 7 Policy 8450 - Control of Casual-Contact Communicable Diseases
- 8 Policy 8453 - Direct Contact of Communicable Diseases
- 9 Policy 8453.01 - Control of Blood-Borne Pathogens

10 F.S. 381.0056, 403.021, 1006.07, 1006.22

11 F.A.C. 6A-3.0171(2)(f)

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REVISED POLICY - VOL. 15, NO. 2

**PARENT ORGANIZATIONS, BOOSTER CLUBS,
AND OTHER ~~FUND-RAISING ACTIVITIES~~ OUTSIDE SUPPORT
ORGANIZATIONS**

The School Board appreciates the efforts of all organizations whose objectives are to enhance the educational experiences of District students, to help meet educational needs of students and/or provide extra educational benefits not provided for, at the time, by the Board.

Outside Support Organizations

Outside support organizations shall allow participation by parents, District staff, and members of the community. All meetings should be communicated to the school and be open to the public. Outside support organizations shall not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability (including HIV, AIDS, or sickle cell trait), marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively "protected classes"). Persons shall not be excluded from participation in outside support organizations based upon the extent or level of their past participation.

These needs may be educational to parents and/or children. In addition to parents, membership should be made available to District staff and members of the community.

~~Each volunteer organization shall work within the appropriate school setting and in cooperation with the principal and other staff members and shall abide by the policies of the Board.~~

~~Each group~~ Outside support organizations shall obtain its own tax identification number and submit and W-9 and ~~will submit its~~ bylaws to the principal for review and approval.

Each group Outside support organizations shall indemnify and hold the Board harmless from and against any and all claims and causes of action whatsoever arising out of or related to outside support organization acts and omissions in carrying out its activities. Outside support organizations shall purchase liability insurance (riders – self-insured) to cover such indemnification and to protect the entity outside support organization and Board against claims resulting from damage or injury resulting from any act or omission of any school support entity the outside support organization. The amount of insurance coverage shall not be less than \$1,000,000 and the outside support organization shall provide the Board with sufficient documentation demonstrating that the Board is named as an additional insured on the policy.

By the end of each year, each group outside support organization shall submit its participation requirements, dues, fees, tentative goals, and objectives along with its and fund-raising plans for the next school year to the principal for review. Should the goals and objectives or fund raising plans an outside support organization propose a change to these submittals during the school year, the principal is to shall be advised before any final revisions are made. This information shall be made available on the school's website at the beginning of each school year.

School Organizations

School organizations include, but are not necessarily limited to, clubs, classes and departments, and other school-sponsored groups.

All fund-raising activities must be approved by the principal. The financial transactions of each school organization shall be accounted for in the school internal funds. All funds handled by Board employees during normal working hours shall be included in and become part of the internal funds of the school unless accounted for in the District-level accounting system. All school organizations, or organizations operating in the name of the school, that obtain money from the public shall be accountable to the Board for receipt and expenditure of those funds in the manner prescribed by the Board. If approved by the Board, a school-based, direct-support organization as defined under F.S. 1001.453 may have all financial transactions accounted for in school internal funds.

Funds collected by and used for the benefit of faculty and staff may be exempt from the preceding requirements if authorized by Superintendent.

Student participation in fund-raising activities shall not be in conflict with the program as administered by the Board and shall be in compliance with Policy 5830 and Policy 6610.

The objective of fund-raising activities by the school, by any group within the school, or in the name of the school shall not conflict with programs as administered by the Board.

Funds collected shall be expended to benefit those students in school unless those funds are being collected for a specific documented purpose or are generated by career education production shops. Career education production revenues shall benefit the students or program that generated the funds or the student body. Those internal account funds designated for general purposes shall be used to benefit the student body.

Collecting and expending of school internal account funds shall be in accordance with Chapter 8 of the Financial & Program Cost Accounting & Reporting for Florida Schools, Red Book 2014. Sound business practices shall be observed in all transactions.

Each school organization shall be subject to audit upon request by the District. Audits may be conducted by the District at the District's expense or the school organization may hire an outside CPA to conduct the audit at its expense.

~~[NOTE: Choose either Option 1 or Option 2]~~

~~[OPTION 1 – no exceptions]~~

~~{}~~ Further, all food items and beverages available for For any fund raisers by student clubs and organizations, parent groups, or booster clubs that involves the sale to students of food items and/or beverages for consumption that will be consumed on campus as fund raisers by student clubs and organizations, parent groups, or booster clubs, the food and/or beverages items to be sold shall comply with the current USDA Dietary Guidelines for Americans Nutrition Standards for the National School Lunch and School Breakfast Programs, and the USDA Smart Snacks in Schools regulations, F.A.C. 5P 1.003, and applicable State law. If approved, the fund raisers that involve the sale of food items or beverages to students that will be consumed on campus must also be consistent with regulations established in Policy 8550, Competitive Foods. Further, tThere shall be no exemptions from the standards for competitive foods available for sale to students for consumption on campus at in any of the District's schools.

~~[END OF OPTION 1]~~

[OPTION 2 - exceptions per F.A.C. 5P-1.003]

[x] ~~Further, f~~For any fund-raisers by student clubs and organizations, parent groups, or boosters clubs that involves the sale to students of food items and/or beverages that will be consumed on campus, the food and/or beverages items to be sold shall comply with the current USDA *Dietary Guidelines for Americans* Nutrition Standards for the National School Lunch and School Breakfast Programs, ~~and~~ the USDA *Smart Snacks in Schools* regulations, F.A.C. 5P-1.003, and applicable State law, unless the Principal grants an exception to this requirement pursuant to F.A.C. 5P-1.003. ~~However, the Board authorizes the Superintendent to grant special exemption from the standards for competitive foods as specified above for the purpose of conducting infrequent school-sponsored fundraisers, provided the number of exemptions approved does not exceed the maximum number of school days permitted by F.A.C. 5P 1.003. If~~ approved, fund-raisers that involve the sale of food items or beverages to students on campus must be consistent with regulations established in Policy 8550, Competitive Foods, whether those food items and beverages are compliant with, or ~~a special exemption~~an exception to, the current USDA *Dietary Guidelines for Americans* and the USDA *Smart Snacks in Schools* regulations.

If ~~a special exemption~~an exception is granted to the requirement that food items and beverages available for sale to students on campus between one (1) hour after the last lunch period and thirty (30) minutes after the end of the school day are compliant with the current USDA *Dietary Guidelines for Americans* and the USDA *Smart Snacks in Schools* regulations, the Principal ~~of each school where such exemptions are approved~~ shall also comply with all requirements set forth in F.A.C. 5P-1.003, including the maintenance of required records.

[END OF OPTION 2]

The Superintendent shall develop the administrative procedures so that each group's fund-raising activities are in compliance with Board policies, that the funds are used for school-related projects that have the approval of the principal, and that all fund-raising activities are coordinated through the _____ Schools Foundation office.

7 C.F.R. 210.11

42 U.S.C. 1779

F.S. 1001.41~~(2)~~, 1001.42~~(16)~~, 1001.43, [1010.01](#), [1010.20](#), [1011.07](#)

F.A.C. 5P-1.003, [Responsibilities for the School Food Service Program](#)

[F.A.C. 6A-1.001, District Financial Records](#)

[F.A.C. 6A-1.087, School Board Responsible for Internal Funds](#)

[F.A.C. 6A-1.091, Purchases from Internal Funds](#)

[Chapter 8, Financial and Program Cost Accounting and Property for Florida Schools, 2014](#)

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SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 APRIL 30, 2015

FND FUNC	- 100 DESCRIPTION	GENERAL FUND	ESTIMATED REVENUE	CURRENT REVENUE APRIL 2015	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3191	RESERVE OFFICERS TRAINING CORP		150,000.00	28,577.55	116,880.93	33,119.07	78
3202	MEDICAID		400,000.00	4,684.62	229,615.87	170,384.13	57
3310	FLA EDUCATION FINANCE PROGRAM		20,301,641.31	1,585,517.00	17,049,870.00	3,251,771.31	84
3315	WORKFORCE DEVELOPMENT		1,059,190.00	88,266.00	882,660.00	176,530.00	83
3323	WITHHELD FOR SBE ADM EXPENSES		10,105.00	0.00	0.00	10,105.00	0
3343	STATE LICENSE TAX		145,000.00	5,582.84	144,312.94	687.06	100
3344	LOTTERY FUNDS		63,595.00	0.00	0.00	63,595.00	0
3355	CLASS SIZE REDUCTION (CSR)		19,309,833.00	1,583,037.00	16,143,762.00	3,166,071.00	84
3361	SCHOOL RECOGNITION FUNDS		353,689.00	0.00	353,689.00	0.00	100
3371	VOLUNTARY PRE-K PROGRAM		510,450.66	41,896.40	355,844.87	154,605.79	70
3399	OTHER MISCELLANEOUS STATE REVE		50,733.51	0.00	12,683.38	38,050.13	25
3411	DISTRICT SCHOOL TAX		81,167,567.00	3,169,656.18	78,352,187.68	2,815,379.32	97
3414	CRITICAL OPERATING MILLAGE		8,261,330.00	322,532.86	7,971,711.57	289,618.43	96
3423	EXCESS FEES		68,000.00	0.00	70.20	67,929.80	0
3425	RENT		130,000.00	33,324.29	129,610.34	389.66	100
3431	INTEREST ON INVESTMENTS		184,000.00	7,881.98	181,980.96	2,019.04	99
3440	GIFTS, GRANTS AND REQUESTS		168,694.04	120,406.04	155,084.64	13,609.40	92
3461	ADULT ED FEES (Block Tuition)		25,000.00	1,320.00	19,770.00	5,230.00	79
3462	POST SECONDARY VOC COURSE FEES		167,900.00	5,299.00	98,376.93	69,523.07	59
3464	CAPITAL IMPROVEMENT FEES		8,910.00	267.00	7,128.00	1,782.00	80
3465	POSTSECONDARY LAB FEES		64,500.00	3,162.00	42,484.00	22,016.00	66
3466	LIFELONG LEARNING FEES		10,000.00	30.00-	4,731.00	5,269.00	47
3467	GED TESTING FEES		9,000.00	917.50	6,008.75	2,991.25	67
3469	OTHER STUDENT FEES		12,000.00	599.00	7,060.00	4,940.00	59
3473	SCHOOL AGE CHILD CARE FEES		165,000.00	16,807.69	162,560.24	2,439.76	99
3491	BUS FEES		30,000.00	0.00	36,099.95	6,099.95-	120
3493	SALE OF JUNK		0.00	0.00	939.40	939.40-	0
3494	FEDERAL INDIRECT		400,000.00	39,518.93	347,550.41	52,449.59	87
3495	OTHER MISC LOCAL SOURCES		1,593,934.34	228,355.41	1,558,990.36	34,943.98	98
3497	REFUNDS-PRIOR YEAR EXPENDITURE		0.00	0.00	1,510.19	1,510.19-	0
3499	RECPT-FOOD SERVICES INDIRECT C		150,000.00	24,385.07	167,440.59	17,440.59-	112
3630	TRANSFERS-CAPITAL PROJECTS FD		4,345,116.00	141,671.00	704,106.00	3,641,010.00	16
3730	SALE OF FIXED ASSETS		75,000.00	3,990.00	230,513.90	155,513.90-	307
3740	INSURANCE LOSS RECOVERIES		4,436.15	0.00	9,294.44	4,858.29-	210
	*		139,394,625.01	7,457,625.36	125,484,528.54	13,910,096.47	90

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 APRIL 30, 2015

FND FUNC	- 200 DESCRIPTION	DEBT SERVICE	ESTIMATED REVENUE	CURRENT REVENUE APRIL	2015	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		1,413,472.06	0.00		705,974.46	707,497.60	50
3322	CO & DS WITHHELD-SBE/COBI BOND		201,202.55	0.00		0.00	201,202.55	0
3412	DIST INTEREST/SINKING TAXES		0.00	68.19		1,930.17	1,930.17-	0
3431	INTEREST ON INVESTMENTS		4,000.00	1,013.43		7,512.87	3,512.87-	188
3630	TRANSFERS-CAPITAL PROJECTS FD		10,028,621.01	8,033,701.22		10,028,621.01	0.00	100
3750	PROCEEDS-CERTIFICATE OF PARTIC		45,455,000.00	0.00		45,455,000.00	0.00	100
3792	PREMIUMS ON BOND REFUNDING		7,177,668.10	0.00		7,177,668.10	0.00	100
		*	64,279,963.72	8,034,782.84		63,376,706.61	903,257.11	99

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 APRIL 30, 2015

FND FUNC	- 300 DESCRIPTION	CAPITAL FUND	ESTIMATED REVENUE	CURRENT REVENUE APRIL	2015	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		38,079.71	38,079.71		38,079.71	0.00	100
3321	CO & DS DISTRIBUTED		68,705.00	0.00		68,705.00	0.00	100
3391	PUBLIC EDUCATION CAPITAL OUTLA		321,266.00	0.00		321,266.00	0.00	100
3397	CHARTER SCHOOL CAPITAL OUTLAY		845,116.00	181,281.00-		845,116.00	0.00	100
3399	OTHER MISCELLANEOUS STATE REVE		35,863.48	0.00		35,863.48	0.00	100
3413	DIST LOCAL CAPITAL IMPROVE TAX		20,661,036.07	318.27		20,669,292.47	8,256.40-	100
3431	INTEREST ON INVESTMENTS		33,036.13	3,778.41		29,732.67	3,303.46	90
3490	MISCELLANEOUS LOCAL SOURCES		65,270.90	0.00		65,270.90	0.00	100
3495	OTHER MISC LOCAL SOURCES		7,887.00	0.00		7,887.00	0.00	100
3496	Impact Fees		923,983.00	87,586.00		923,983.00	0.00	100
	*		23,000,243.29	51,518.61-		23,005,196.23	4,952.94-	100

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 APRIL 30, 2015

FND FUNC	- 400 DESCRIPTION	SPECIAL REVENUE	ESTIMATED REVENUE	CURRENT REVENUE APRIL 2015	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3201	VOCATIONAL EDUCATION ACTS		172,278.25	11,334.68	112,872.72	59,405.53	66
3214	ARRA Race to the Top		1,009,503.54	93,972.21	303,388.44	706,115.10	30
3225	Teacher/PRINCIPAL TRAIN/RECRUI		676,700.24	26,501.12	375,514.60	301,185.64	55
3230	EDUCATION FOR THE HANDICAPPED		4,765,784.94	356,421.19	3,204,632.09	1,561,152.85	67
3240	ECIA, CHAPTER 1		5,252,507.34	334,573.10	3,057,730.34	2,194,777.00	58
3251	ADULT BASIC EDUCATION		163,730.54	15,497.25	131,249.56	32,480.98	80
3261	SCHOOL LUNCH REIMBURSEMENT		4,057,605.00	460,634.78	3,704,227.16	353,377.84	91
3262	SCHOOL BREAKFAST REIMBURSEMENT		1,198,771.20	125,490.30	1,026,300.16	172,471.04	86
3263	AFTER SCHOOL SNACKS-FED REIMB		243,540.00	28,303.12	235,674.56	7,865.44	97
3265	USDA DONATED COMMODITIES		243,234.30	0.00	0.00	243,234.30	0
3267	SUMMER FEEDING PROGRAM		250,000.00	0.00	84,041.06	165,958.94	34
3268	FRESH FRUIT AND VEGETABLE PRG		236,150.00	27,899.67	213,128.22	23,021.78	90
3280	Federal Through Local		50,542.00	6,687.17	44,675.88	5,866.12	88
3290	OTHER FEDERAL THROUGH STATE		16,437.74	0.00	16,437.74	0.00	100
3293	EMERGENCY IMMIGRANT EDUC. PROG		216,507.41	13,964.06	109,016.98	107,490.43	50
3337	SCHOOL BREAKFAST SUPPLEMENT		52,734.00	0.00	52,754.00	20.00-	100
3338	SCHOOL LUNCH SUPPLEMENT		63,749.00	0.00	0.00	63,749.00	0
3431	INTEREST ON INVESTMENTS		1,800.00	481.94	3,162.92	1,362.92-	176
3451	STUDENT LUNCHES		624,915.00	57,226.65	485,796.41	139,118.59	78
3452	STUDENT BREAKFASTS		86,961.60	4,618.95	42,320.40	44,641.20	49
3453	ADULT BREAKFASTS/LUNCHES		63,531.00	4,184.00	34,799.25	28,731.75	55
3454	STUDENT A LA CARTE		631,127.97	71,524.38	560,186.21	70,941.76	89
3455	Student Snacks (Revised Redbk)		30,240.00	0.00	0.00	30,240.00	0
3456	MEALS ON WHEELS-OTH FOOD SALES		322,000.00	24,458.60	213,337.57	108,662.43	66
3457	CATERING AND OTHER FOOD SALES		4,200.00	2,488.95	7,274.82	3,074.82-	173
3495	OTHER MISC LOCAL SOURCES		0.00	3,182.07	11,217.64	11,217.64-	0
	*		20,434,551.07	1,669,444.19	14,029,738.73	6,404,812.34	69

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 APRIL 30, 2015

FND FUNC	- 700 DESCRIPTION	INTERNAL SERVICE FUN	ESTIMATED REVENUE	CURRENT REVENUE APRIL 2015	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		783,936.00	74,363.46	136,080.04	647,855.96	17
3431	INTEREST ON INVESTMENTS		10,000.00	633.26	7,738.97	2,261.03	77
3483	PREMIUM REVENUE-VISION INS		103,000.00	9,170.39	104,535.85	1,535.85-	101
3484	PREMIUM REVENUE-HEALTH INS		14,948,350.00	1,258,847.55	13,532,836.86	1,415,513.14	91
3485	PREMIUM REVENUE-DENTAL		1,400,000.00	95,227.68	1,028,715.40	371,284.60	73
3486	PREMIUM REVENUE-LIFE INSURANCE		550,000.00	35,954.24	401,365.86	148,634.14	73
3487	PREMIUM REVENUE-DISABILITY INS		275,000.00	19,494.40	219,992.67	55,007.33	80
3488	CONTRIBUTIONS-FLEXIBLE SPENDIN		225,000.00	14,441.48	177,481.53	47,518.47	79
	*		18,295,286.00	1,508,132.46	15,608,747.18	2,686,538.82	85

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 APRIL 30, 2015

FND FUNC	- 800 DESCRIPTION	AGENCY	ESTIMATED REVENUE	CURRENT REVENUE APRIL 2015	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		0.00	92.90	880.47	880.47-	0
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	161.64-	319.73	319.73-	0
		*	0.00	68.74-	1,200.20	1,200.20-	0

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 APRIL 30, 2015

FND FUNC	- 900 DESCRIPTION	ENTERPRISE FUNDS	ESTIMATED REVENUE	CURRENT REVENUE APRIL 2015	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		700.00	116.42	897.37	197.37-	128
3473	SCHOOL AGE CHILD CARE FEES		833,120.00	63,372.36	663,083.26	170,036.74	80
	*		833,820.00	63,488.78	663,980.63	169,839.37	80

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 APRIL 30, 2015

FND FUNC	DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE APRIL 2015	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
=====	=====	=====	=====	=====	=====	=====
REQUEST 005	TOTAL	266,238,489.09	18,681,886.28	242,170,098.12	24,068,390.97	91

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		89500462.60	52647030.03	13071111.39	16127195.95	4305.00	5562620.96	845291.37	1242907.90	.00
EXPENDITURE		64543679.77	36435296.80	9201011.16	14183870.84	1141.99	3144168.57	266460.76	1311729.65	.00
ENCUMBRANCE		881557.10	.00	.00	427971.43	.00	385834.30	64498.73	3252.64	.00
BALANCE		24075225.73	16211733.23	3870100.23	1515353.68	3163.01	2032618.09	514331.88	72074.39	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		3795260.64	2901591.86	763002.51	27429.07	3861.00	29176.72	49736.00	20463.48	.00
EXPENDITURE		2584005.94	2015957.43	511618.21	12569.03	2775.60	20729.25	649.64	19706.78	.00
ENCUMBRANCE		8474.84	.00	.00	6193.92	.00	2280.92	.00	.00	.00
BALANCE		1202779.86	885634.43	251384.30	8666.12	1085.40	6166.55	49086.36	756.70	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		1979830.80	1419273.12	395152.31	9933.49	.00	16701.57	123705.78	15064.53	.00
EXPENDITURE		1375713.00	1010554.08	273109.53	4225.45	.00	10977.64	61782.77	15063.53	.00
ENCUMBRANCE		35459.27	.00	.00	1552.24	.00	2158.42	31748.61	.00	.00
BALANCE		568658.53	408719.04	122042.78	4155.80	.00	3565.51	30174.40	1.00	.00
INST & CURR DEV 6300										
APPROPRIATION		3003798.51	2404215.41	550851.32	17151.88	.00	25495.65	5872.15	212.10	.00
EXPENDITURE		2267372.65	1806998.33	446038.94	7615.53	.00	6095.24	496.04	128.57	.00
ENCUMBRANCE		4351.51	.00	.00	1551.95	.00	2799.56	.00	.00	.00
BALANCE		732074.35	597217.08	104812.38	7984.40	.00	16600.85	5376.11	83.53	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1548583.09	938481.39	228272.28	219823.13	.00	10644.97	46826.00	104535.32	.00
EXPENDITURE		961082.54	614546.81	147854.45	96767.29	.00	4931.78	25436.19	71546.02	.00
ENCUMBRANCE		37356.26	.00	.00	27344.34	.00	36.92	9975.00	.00	.00
BALANCE		550144.29	323934.58	80417.83	95711.50	.00	5676.27	11414.81	32989.30	.00
INSTR RELATED TECH 6500										
APPROPRIATION		3369852.58	488234.75	129929.42	877497.03	1744.30	5668.72	1866778.36	.00	.00
EXPENDITURE		1902470.94	473597.97	117658.72	667318.43	.00	5438.73	638457.09	.00	.00
ENCUMBRANCE		1314689.76	.00	.00	204493.14	.00	.00	1110196.62	.00	.00
BALANCE		152691.88	14636.78	12270.70	5685.46	1744.30	229.99	118124.65	.00	.00
BOARD OF EDUCATION 7100										
APPROPRIATION		1168955.87	206036.00	336650.63	487621.66	.00	514.84	450.00	137682.74	.00
EXPENDITURE		794023.41	176388.21	122413.85	361769.62	.00	419.77	37.48	132994.48	.00
ENCUMBRANCE		96591.33	.00	.00	96591.33	.00	.00	.00	.00	.00
BALANCE		278341.13	29647.79	214236.78	29260.71	.00	95.07	412.52	4688.26	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS

GEN ADMINISTRATION	7200									
APPROPRIATION		643810.68	279406.01	86879.69	21825.49	500.00	7849.50	264.99	247085.00	.00
EXPENDITURE		563740.26	232942.58	69348.95	16493.06	.00	6100.54	211.02	238644.11	.00
ENCUMBRANCE		2969.63	.00	.00	2675.62	.00	144.01	.00	150.00	.00

BALANCE		77100.79	46463.43	17530.74	2656.81	500.00	1604.95	53.97	8290.89	.00

SCH ADMINISTRATION	7300									
APPROPRIATION		8216465.39	6204919.82	1623421.48	106027.40	1600.00	142031.07	116767.61	21698.01	.00
EXPENDITURE		6325407.71	4936734.84	1198137.79	54595.55	670.11	47238.99	73093.03	14937.40	.00
ENCUMBRANCE		41476.63	.00	.00	33887.31	.00	4465.84	3123.48	.00	.00

BALANCE		1849581.05	1268184.98	425283.69	17544.54	929.89	90326.24	40551.10	6760.61	.00

FAC ACQ & CONST	7400									
APPROPRIATION		1464480.46	455535.00	104388.29	84451.29	8415.00	6313.00	805377.88	.00	.00
EXPENDITURE		847852.93	379612.60	89179.49	24984.66	4930.68	2728.10	346417.40	.00	.00
ENCUMBRANCE		13367.78	.00	.00	6124.79	.00	629.16	6613.83	.00	.00

BALANCE		603259.75	75922.40	15208.80	53341.84	3484.32	2955.74	452346.65	.00	.00

FISCAL SERVICES	7500									
APPROPRIATION		1149519.73	828953.00	228518.45	61445.42	.00	3548.90	199.99	26853.97	.00
EXPENDITURE		944966.87	682119.41	182972.96	50841.89	.00	3481.05	199.99	25351.57	.00
ENCUMBRANCE		7079.56	.00	.00	7079.56	.00	.00	.00	.00	.00

BALANCE		197473.30	146833.59	45545.49	3523.97	.00	67.85	.00	1502.40	.00

FOOD SERVICE	7600									
APPROPRIATION		12015.41	11203.81	811.60	.00	.00	.00	.00	.00	.00
EXPENDITURE		12015.41	11203.81	811.60	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

CENTRAL SERVICES	7700									
APPROPRIATION		2220385.45	1406405.42	363116.71	365788.63	8767.00	43671.52	11241.52	21394.65	.00
EXPENDITURE		1572525.43	1093195.77	294835.72	184273.26	6786.68	16378.19	5235.19	4577.00	.00
ENCUMBRANCE		83551.22	.00	.00	75855.54	113.58	6693.13	779.97	109.00	.00

BALANCE		564308.80	313209.65	68280.99	105659.83	1866.74	53356.58	5226.36	16708.65	.00

TRANSPORTATION SER	7800									
APPROPRIATION		5106621.82	2859509.89	891457.90	340379.18	692214.76	179563.83	510.00	142986.26	.00
EXPENDITURE		3688817.72	2037106.06	648308.02	220199.76	504541.64	134471.32	451.15	143739.77	.00
ENCUMBRANCE		117417.98	.00	.00	19062.17	85305.89	13036.46	13.46	.00	.00

BALANCE		1300386.12	822403.83	243149.88	101117.25	102367.23	32056.05	45.39	753.51	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
OPERATION SERVICES 7900										
APPROPRIATION		12715500.43	3231366.99	992784.57	3195222.17	4869728.41	407620.91	5178.05	13599.33	.00
EXPENDITURE		10090843.86	2619929.48	786378.13	2670500.41	3722194.10	288925.22	2916.52	.00	.00
ENCUMBRANCE		178439.19	.00	.00	89753.11	5535.63	81622.99	1527.46	.00	.00
BALANCE		2446217.38	611437.51	206406.44	434968.65	1141998.68	37072.70	734.07	13599.33	.00
MAINTENANCE SERVICE 8100										
APPROPRIATION		3017341.73	1901399.67	498250.40	341678.42	63207.55	193662.23	18705.46	438.00	.00
EXPENDITURE		2439309.22	1568260.97	406959.00	243035.82	62423.83	141556.55	16635.05	438.00	.00
ENCUMBRANCE		108480.14	.00	.00	57336.98	1089.51	48696.30	1357.35	.00	.00
BALANCE		469552.37	333138.70	91291.40	41305.62	305.79	3409.38	713.06	.00	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		7015776.54	1637293.37	394241.27	954012.41	4754.78	2215.68	4023159.03	100.00	.00
EXPENDITURE		3679777.70	1347096.27	323420.94	825983.06	3662.02	1572.13	1177953.28	90.00	.00
ENCUMBRANCE		335114.62	.00	.00	119387.71	.00	397.23	215329.68	.00	.00
BALANCE		3000884.22	290197.10	70820.33	8641.64	1092.76	246.32	2629876.07	10.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		145928661.73	79820855.54	20658840.22	23237482.62	5659097.80	6637300.07	7920064.19	1995021.29	.00
EXPENDITURE		104593605.36	57441541.42	14820057.46	19625043.66	4309126.65	3802456.69	2616432.60	1978946.88	.00
ENCUMBRANCE		3266376.82	.00	.00	1176861.14	92044.61	548795.24	1445164.19	3511.64	.00
BALANCE		38068679.55	22379314.12	5838782.76	2435577.82	1257926.54	2286048.14	3858467.40	12562.77	.00
DEBT SERVICES 9200										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
GRAND TOTAL FOR FUND										
APPROPRIATION		145928661.73	79820855.54	20658840.22	23237482.62	5659097.80	6637300.07	7920064.19	1995021.29	.00
EXPENDITURE		104593605.36	57441541.42	14820057.46	19625043.66	4309126.65	3802456.69	2616432.60	1978946.88	.00
ENCUMBRANCE		3266376.82	.00	.00	1176861.14	92044.61	548795.24	1445164.19	3511.64	.00
BALANCE		38068679.55	22379314.12	5838782.76	2435577.82	1257926.54	2286048.14	3858467.40	12562.77	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
DEBT SERVICES	9200									
APPROPRIATION		11626592.21	.00	.00	434749.72	.00	.00	.00	11191842.49	.00
EXPENDITURE		3605420.91	.00	.00	434749.72	.00	.00	.00	3170671.19	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		8021171.30	.00	.00	.00	.00	.00	.00	8021171.30	.00
*SUB TOTAL										
APPROPRIATION		11626592.21	.00	.00	434749.72	.00	.00	.00	11191842.49	.00
EXPENDITURE		3605420.91	.00	.00	434749.72	.00	.00	.00	3170671.19	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		8021171.30	.00	.00	.00	.00	.00	.00	8021171.30	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		11626592.21	.00	.00	434749.72	.00	.00	.00	11191842.49	.00
EXPENDITURE		3605420.91	.00	.00	434749.72	.00	.00	.00	3170671.19	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		8021171.30	.00	.00	.00	.00	.00	.00	8021171.30	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FAC ACQ & CONST 7400										
APPROPRIATION		28059862.63	.00	.00	.00	.00	.00	28059862.63	.00	.00
EXPENDITURE		9618704.41	.00	.00	.00	.00	.00	9618704.41	.00	.00
ENCUMBRANCE		10717311.02	.00	.00	.00	.00	.00	10717311.02	.00	.00
BALANCE		7723847.20	.00	.00	.00	.00	.00	7723847.20	.00	.00
*SUB TOTAL										
APPROPRIATION		28059862.63	.00	.00	.00	.00	.00	28059862.63	.00	.00
EXPENDITURE		9618704.41	.00	.00	.00	.00	.00	9618704.41	.00	.00
ENCUMBRANCE		10717311.02	.00	.00	.00	.00	.00	10717311.02	.00	.00
BALANCE		7723847.20	.00	.00	.00	.00	.00	7723847.20	.00	.00
9700 - 9790										
APPROPRIATION		14373737.01	.00	.00	.00	.00	.00	.00	.00	4373737.01
EXPENDITURE		10732727.01	.00	.00	.00	.00	.00	.00	.00	732727.01
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		3641010.00	.00	.00	.00	.00	.00	.00	.00	3641010.00
*SUB TOTAL										
APPROPRIATION		14373737.01	.00	.00	.00	.00	.00	.00	.00	4373737.01
EXPENDITURE		10732727.01	.00	.00	.00	.00	.00	.00	.00	732727.01
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		3641010.00	.00	.00	.00	.00	.00	.00	.00	3641010.00
GRAND TOTAL FOR FUND										
APPROPRIATION		42433599.64	.00	.00	.00	.00	.00	28059862.63	.00	4373737.01
EXPENDITURE		20351431.42	.00	.00	.00	.00	.00	9618704.41	.00	732727.01
ENCUMBRANCE		10717311.02	.00	.00	.00	.00	.00	10717311.02	.00	.00
BALANCE		11364857.20	.00	.00	.00	.00	.00	7723847.20	.00	3641010.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		6837370.46	4374850.23	1301706.28	209513.83	.00	384801.70	490194.07	76304.35	.00
EXPENDITURE		4112602.20	2661424.67	756178.53	124444.73	.00	253205.01	234207.98	83141.28	.00
ENCUMBRANCE		115841.09	.00	.00	7842.94	.00	57254.15	50744.00	.00	.00
BALANCE		2608927.17	1713425.56	545527.75	77226.16	.00	74342.54	205242.09	6836.93-	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		1035383.39	724544.59	182037.35	19175.00	.00	105626.45	.00	4000.00	.00
EXPENDITURE		654477.19	491397.66	121771.43	3729.11	.00	35583.99	.00	1995.00	.00
ENCUMBRANCE		46311.59	.00	.00	2184.14	.00	44127.45	.00	.00	.00
BALANCE		334594.61	233146.93	60265.92	13261.75	.00	25915.01	.00	2005.00	.00
INST & CURR DEV 6300										
APPROPRIATION		2224497.67	1700011.80	424404.18	70781.69	.00	.00	26300.00	3000.00	.00
EXPENDITURE		1545558.42	1213508.80	279456.19	35670.49	.00	.00	14998.96	1923.98	.00
ENCUMBRANCE		9605.05	.00	.00	9605.05	.00	.00	.00	.00	.00
BALANCE		669334.20	486503.00	144947.99	25506.15	.00	.00	11301.04	1076.02	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1256679.14	436543.14	84245.58	488424.51	.00	95198.20	7366.07	144901.64	.00
EXPENDITURE		653800.15	231882.71	47612.30	305663.85	.00	27042.12	.00	41599.17	.00
ENCUMBRANCE		64836.89	.00	.00	62645.89	.00	1279.15	911.85	.00	.00
BALANCE		538042.10	204660.43	36633.28	120114.77	.00	66876.93	6454.22	103302.47	.00
INSTR RELATED TECH 6500										
APPROPRIATION		288563.03	.00	.00	.00	.00	.00	288563.03	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		288563.03	.00	.00	.00	.00	.00	288563.03	.00	.00
GEN ADMINISTRATION 7200										
APPROPRIATION		470048.92	.00	.00	.00	.00	.00	.00	470048.92	.00
EXPENDITURE		347550.41	.00	.00	.00	.00	.00	.00	347550.41	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		122498.51	.00	.00	.00	.00	.00	.00	122498.51	.00
SCH ADMINISTRATION 7300										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		1034.39	920.79	113.60	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		1034.39-	920.79-	113.60-	.00	.00	.00	.00	.00	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FOOD SERVICE 7600										
APPROPRIATION		8595118.55	2725121.84	1005546.98	147657.91	310389.36	3964948.10	187922.95	253531.41	.00
EXPENDITURE		5697209.23	1843415.04	566076.25	74292.28	245208.71	2687397.89	83598.23	197220.83	.00
ENCUMBRANCE		750783.28	.00	4225.90	41809.34	11537.89	670173.66	23036.49	.00	.00
BALANCE		2147126.04	881706.80	435244.83	31556.29	53642.76	607376.55	81288.23	56310.58	.00
CENTRAL SERVICES 7700										
APPROPRIATION		38750.00	.00	.00	38750.00	.00	.00	.00	.00	.00
EXPENDITURE		3537.00	.00	.00	3537.00	.00	.00	.00	.00	.00
ENCUMBRANCE		23231.00	.00	.00	23231.00	.00	.00	.00	.00	.00
BALANCE		11982.00	.00	.00	11982.00	.00	.00	.00	.00	.00
TRANSPORTATION SER 7800										
APPROPRIATION		142491.70	.00	.00	100.00	.00	.00	.00	142391.70	.00
EXPENDITURE		21750.90	.00	.00	.00	.00	.00	.00	21750.90	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		120740.80	.00	.00	100.00	.00	.00	.00	120640.80	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		15000.00	.00	.00	15000.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		15000.00	.00	.00	15000.00	.00	.00	.00	.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		15207.69	9947.84	1629.52	.00	.00	3630.33	.00	.00	.00
EXPENDITURE		15207.69	9947.84	1629.52	.00	.00	3630.33	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		20919110.55	9971019.44	2999569.89	989402.94	310389.36	4554204.78	1000346.12	1094178.02	.00
EXPENDITURE		13052727.58	6452497.51	1772837.82	547337.46	245208.71	3006859.34	332805.17	695181.57	.00
ENCUMBRANCE		1010608.90	.00	4225.90	147318.36	11537.89	772834.41	74692.34	.00	.00
BALANCE		6855774.07	3518521.93	1222506.17	294747.12	53642.76	774511.03	592848.61	398996.45	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		20919110.55	9971019.44	2999569.89	989402.94	310389.36	4554204.78	1000346.12	1094178.02	.00
EXPENDITURE		13052727.58	6452497.51	1772837.82	547337.46	245208.71	3006859.34	332805.17	695181.57	.00
ENCUMBRANCE		1010608.90	.00	4225.90	147318.36	11537.89	772834.41	74692.34	.00	.00
BALANCE		6855774.07	3518521.93	1222506.17	294747.12	53642.76	774511.03	592848.61	398996.45	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS

FAC ACQ & CONST	7400									
APPROPRIATION		184825.79	.00	.00	.00	.00	.00	184825.79	.00	.00
EXPENDITURE		183821.66	.00	.00	.00	.00	.00	183821.66	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		1004.13	.00	.00	.00	.00	.00	1004.13	.00	.00

FISCAL SERVICES	7500									
APPROPRIATION		82253.81	66411.00	15842.81	.00	.00	.00	.00	.00	.00
EXPENDITURE		68439.70	55342.60	13097.10	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		13814.11	11068.40	2745.71	.00	.00	.00	.00	.00	.00

CENTRAL SERVICES	7700									
APPROPRIATION		19304600.40	44456.01	2794019.18	1447925.98	1800.00	4500.00	28538.72	14983360.51	.00
EXPENDITURE		17274586.18	37046.80	1916237.09	1120539.30	2162.89	2840.88	6119.63	14189639.59	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		2030014.22	7409.21	877782.09	327386.68	362.89-	1659.12	22419.09	793720.92	.00

OPERATION SERVICES	7900									
APPROPRIATION		300.00	.00	.00	.00	.00	.00	.00	300.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		295.00	.00	.00	.00	.00	.00	.00	295.00	.00

BALANCE		5.00	.00	.00	.00	.00	.00	.00	5.00	.00

MAINTENANCE SERVICE	8100									
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

*SUB TOTAL										
APPROPRIATION		19571980.00	110867.01	2809861.99	1447925.98	1800.00	4500.00	213364.51	14983660.51	.00
EXPENDITURE		17526847.54	92389.40	1929334.19	1120539.30	2162.89	2840.88	189941.29	14189639.59	.00
ENCUMBRANCE		295.00	.00	.00	.00	.00	.00	.00	295.00	.00

BALANCE		2044837.46	18477.61	880527.80	327386.68	362.89-	1659.12	23423.22	793725.92	.00

GRAND TOTAL FOR FUND										
APPROPRIATION		19571980.00	110867.01	2809861.99	1447925.98	1800.00	4500.00	213364.51	14983660.51	.00
EXPENDITURE		17526847.54	92389.40	1929334.19	1120539.30	2162.89	2840.88	189941.29	14189639.59	.00
ENCUMBRANCE		295.00	.00	.00	.00	.00	.00	.00	295.00	.00

BALANCE		2044837.46	18477.61	880527.80	327386.68	362.89-	1659.12	23423.22	793725.92	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
COMMUNITY SERVICES	9100									
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		3500.00	.00	.00	.00	.00	.00	.00	3500.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		3500.00-	.00	.00	.00	.00	.00	.00	3500.00-	.00
*SUB TOTAL										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		3500.00	.00	.00	.00	.00	.00	.00	3500.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		3500.00-	.00	.00	.00	.00	.00	.00	3500.00-	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		3500.00	.00	.00	.00	.00	.00	.00	3500.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		3500.00-	.00	.00	.00	.00	.00	.00	3500.00-	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
COMMUNITY SERVICES	9100									
APPROPRIATION		859769.55	548240.21	102299.34	100180.00	.00	77965.00	30700.00	385.00	.00
EXPENDITURE		589398.14	424419.94	75702.81	22247.45	.00	57653.00	9061.71	313.23	.00
ENCUMBRANCE		4530.64	.00	.00	1648.49	.00	2162.15	720.00	.00	.00
BALANCE		265840.77	123820.27	26596.53	76284.06	.00	18149.85	20918.29	71.77	.00
*SUB TOTAL										
APPROPRIATION		859769.55	548240.21	102299.34	100180.00	.00	77965.00	30700.00	385.00	.00
EXPENDITURE		589398.14	424419.94	75702.81	22247.45	.00	57653.00	9061.71	313.23	.00
ENCUMBRANCE		4530.64	.00	.00	1648.49	.00	2162.15	720.00	.00	.00
BALANCE		265840.77	123820.27	26596.53	76284.06	.00	18149.85	20918.29	71.77	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		859769.55	548240.21	102299.34	100180.00	.00	77965.00	30700.00	385.00	.00
EXPENDITURE		589398.14	424419.94	75702.81	22247.45	.00	57653.00	9061.71	313.23	.00
ENCUMBRANCE		4530.64	.00	.00	1648.49	.00	2162.15	720.00	.00	.00
BALANCE		265840.77	123820.27	26596.53	76284.06	.00	18149.85	20918.29	71.77	.00

* * * END OF IRBD410 REPORT * * *

FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING			PRD-10 APRIL	2015
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
B	TRANSFERS	14,373,737.01	0.00	0.00	10,732,727.01	3,641,010.00
B 001	Safety to Health	2,743,524.35	76,925.00	229,714.65	868,904.61	1,567,980.09
B 002	ADA COMPLIANCE	63,000.00	0.00	12,030.00	13,594.50	37,375.50
B 003	ENVIRONMENTAL COMPLIANCE	14,713.44	0.00	5,460.93	4,886.07	4,366.44
B 004	AIR CONDITIONING	1,100,232.62	0.00	66,400.53	409,678.14	624,153.95
B 005	ROOFING	479,820.21	0.00	37,278.15	90,727.56	351,814.50
B 007	WALKWAYS AND SIDEWALKS	35,327.00	0.00	0.00	327.00	35,000.00
B 008	ELECTRICAL	240,243.34	0.00	32,001.74	121,676.31	86,565.29
B 009	SITE IMPROVEMENTS	481,466.81	32,500.00	56,557.78	147,818.45	244,590.58
B 010	BUILDING RENOVATIONS	91,953.01	0.00	8,743.84	59,202.43	24,006.74
B 012	TECHNOLOGY	804,279.35	10,397.85	29,333.23	29,751.94	734,796.33
B 013	MOTOR VEHICLES	775,639.56	0.00	757,339.80	18,299.76	0.00
B 016	PLUMBING & WATER PROJECTS	52,500.00	0.00	4,902.23	43,458.36	4,139.41
B 018	PAVING	10,000.00	0.00	0.00	8,400.00	1,600.00
B 021	TECHNOLOGY TRANS.VIDEO/COMMUN.	85,122.70	0.00	0.00	0.00	85,122.70
B 023	PAINTING SERVICES	5,000.00	0.00	0.00	0.00	5,000.00
B 024	MISC EQUIPMENT	572,899.03	3,249.65	34,693.45	224,986.49	309,969.44
B 029	SEBASTIAN RIVER HIGH ADDITION	7,556.50	0.00	0.00	7,556.50	0.00
B 032	DRAINAGE	5,000.00	0.00	0.00	0.00	5,000.00
B 033	WINDOWS & DOORS	49,225.37	0.00	7,068.20	41,439.22	717.95
B 034	CUSTODIAL/GROUNDS EQUIPMENT	71,000.00	0.00	8,751.49	60,874.38	1,374.13
B 036	CONSULTING	28,779.91	0.00	4,000.00	9,000.00	15,779.91
B 037	GLENDALE HARDCOURT	0.00	0.00	0.00	0.00	0.00
B 044	GYM/BAND/PE	167,732.59	0.00	84,496.50	61,728.88	21,507.21
B 048	PORTABLE LEASING & FF&E	1,936,260.76	0.00	140,713.69	1,168,003.12	627,543.95
B 050	DODGERTOWN CAFETERIA RENOVATIO	0.00	0.00	0.00	0.00	0.00
B 052	LAND PURCHASES	0.00	0.00	0.00	0.00	0.00
B 060	SRMS Locker Room Renovation	0.00	0.00	0.00	0.00	0.00
B 067	Storm Grove Middle School	0.00	0.00	0.00	0.00	0.00
B 068	Beachland -- Expansion	303,520.00	0.00	303,520.00	0.00	0.00
B 069	Upgrade TV Production Studio	0.00	0.00	0.00	0.00	0.00
B 072	PLAYGROUNDS	1,037,792.01	0.00	0.00	1,017,754.25	20,037.76
B 100	OTHER DISTRICTWIDE PROJECTS	0.00	0.00	0.00	0.00	0.00
B 401	District Office Lease	45,000.00	0.00	3,750.00	41,250.00	0.00
B 402	Administration Facility	7,030,238.74	0.00	5,937,099.98	1,088,368.97	4,769.79
B 403	Support Services Complex	0.00	0.00	0.00	0.00	0.00
B 404	Fellsmere Cafe Expan & Class A	609,539.50	0.00	13,850.00	579,467.35	16,222.15
B 405	Traffic Improvement Projects	0.00	0.00	0.00	0.00	0.00
B 406	TCE Additional Classrooms	214,093.11	0.00	65,853.94	118,704.14	29,535.03
B 407	Vero Beach El Replacement	21,235.60	0.00	0.00	21,235.60	0.00
B 408	Energy Management Projects	0.00	0.00	0.00	0.00	0.00
B 411	Renovate Thompson for Osceola	981.00	0.00	0.00	981.00	0.00
B 412	Rehabilitate Oslo Middle Schl	176,671.54	0.00	10,131.65	166,539.89	0.00
B 413	Vero Beach HS/FLC/PAC HVAC	0.00	0.00	0.00	0.00	0.00
B 414	Performing Arts Allocation	70,000.00	4,281.00	0.00	40,047.34	25,671.66
B 415	Gifford Middle School Chillers	17,913.50	0.00	0.00	0.00	17,913.50
B 416	Gifford M.Kalwell Revitalizatn	136,520.79	0.00	0.00	33,889.00	102,631.79
B 417	SRHS Lights EMS	0.00	0.00	0.00	0.00	0.00
B 418	Citrus Mechanical Rehab.	3,449.40	0.00	3,449.40	0.00	0.00
B 419	SMS TES	71,971.20	0.00	0.00	71,971.20	0.00
B 420	Highlands Mechanical Rehab.	23,115.98	0.00	7,633.00	5,500.00	9,982.98

FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING		PRD-10	APRIL	2015	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	
B	421	Floor replacement to tile DW	286,456.71	0.00	0.00	286,456.71	0.00
B	422	Rosewood PPU Road Improvements	194,287.48	0.00	0.00	194,287.48	0.00
B	423	VBHS Firedoors	0.00	0.00	0.00	0.00	0.00
B	425	VBHS Citrus Bowl Field Rehab	0.00	0.00	0.00	0.00	0.00
B	426	VBHS FLC Soccer/Lacorsse Flds	0.00	0.00	0.00	0.00	0.00
B	427	TCE Firewall	0.00	0.00	0.00	0.00	0.00
B	428	Data Air for IT Room	0.00	0.00	0.00	0.00	0.00
B	429	Citrus Additional Classrooms	6,141,718.84	0.00	2,299,549.79	2,455,417.48	1,386,751.57
B	430	Glendale FAFCO Tank Replacemnt	57,000.00	0.00	0.00	0.00	57,000.00
B	431	Districtwide Chiller Replacemt	868,462.30	0.00	506,239.33	76,395.00	285,827.97
B	432	VBHS Building IV Repairs	125,000.00	0.00	2,960.05	4,309.95	117,730.00
B	440	Beachland Drainage Project	148,753.13	0.00	23,862.67	21,940.33	102,950.13
B	441	Beachland Media Center	9,218.25	0.00	0.00	0.00	9,218.25
B	442	TCE Parking Lot Project	300,000.00	0.00	19,925.00	3,875.00	276,200.00
B	443	Storm Grove Stage	33,647.00	0.00	0.00	0.00	33,647.00
B	444	PIE Rehabilitation	312,000.00	0.00	0.00	0.00	312,000.00
	*		42,433,599.64	127,353.50	10,717,311.02	20,351,431.42	11,237,503.70

BUDGET STATUS SUMMARY
BUDGET AND EXPENDITURE REPORT-CAPITAL PROJECTS

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
REQUEST 091 TOTAL	42,433,599.64	127,353.50	10,717,311.02	20,351,431.42	11,237,503.70

FND - 420 SPECIAL REVENUE - OTHER - 420		PRD-00 BEGINNING			PRD-10	APRIL	2015
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B 101	Title I Part C Migrant 2014/15	60805.00	0.00	909.36	33438.45	26457.19	43.51
B 102	Title I Part C Migrant 2013/14	1990.80	0.00	0.00	1990.80	0.00	.00
B 105	Title I Part A Basic 2014-2015	4979808.82	4250.29	159886.68	2849149.94	1966521.91	39.49
B 106	Title I Part A Basic 2013-2014	69872.72	0.00	0.00	69872.72	0.00	.00
B 109	Title III Enh Opp for Imig.	18193.05	82.50	3011.57	1646.85	13452.13	73.94
B 111	Title II FY15 Teacher Training	635317.61	1350.00	15078.73	334131.97	284756.91	44.82
B 112	Title II FY14 Teacher Training	41382.63	0.00	0.00	41382.63	0.00	.00
B 134	Title I School Imp Init FY14	15838.00	0.00	0.00	15838.00	0.00	.00
B 135	Title I School Imp Init FY 15	124192.00	0.00	0.00	87440.43	36751.57	29.59
B 151	Title III Part A Eng Lang 2015	198369.44	0.00	997.05	107425.21	89947.18	45.34
B 152	Title III Part A Eng Lang 2014	55.08-	0.00	0.00	55.08-	0.00	.00
B 180	21st Century Com Lgnr Cntr 14	16437.74	0.00	0.00	16437.74	0.00	.00
B 201	IDEA Part B Pre K 2014-2015	109174.29	0.00	0.00	76042.76	33131.53	30.35
B 206	IDEA Part B 2013-2014	79710.94	0.00	0.00	79710.94	0.00	.00
B 207	IDEA Part B 2014-2015	4524399.66	891.00	8528.48	3002379.86	1512600.32	33.43
B 301	Adult Education FY 14/15	161885.00	70.81	4.18	129404.02	32405.99	20.02
B 302	Adult Education FY 13/14	1845.54	0.00	0.00	1845.54	0.00	.00
B 309	Carl Perkins Secondary FY 15	167350.00	0.00	53.02	107944.47	59352.51	35.47
B 310	Carl Perkins Sec Voc Ed FY14	4928.25	0.00	0.00	4928.25	0.00	.00
	*	11211446.41	6644.60	188469.07	6960955.50	4055377.24	36.17

FND - 421 Special Revenue -Other-Fed Dir		PRD-00 BEGINNING			PRD-10	APRIL	2015	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	%	REM
B	203	SEDNET ALLOCATION	20386.00	0.00	673.00	15165.00	4548.00	22.31
B	315	Carl Perkins Post Sec FY14/15	30156.00	0.00	200.70	29510.88	444.42	1.47
		*	50542.00	0.00	873.70	44675.88	4992.42	9.88

FND - 422 Special Revenue - Other - Reim			PRD-00 BEGINNING			PRD-10	APRIL	2015
TY	PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B	114	PROJECT10 CONNECT MINI GRANT	1000.05	0.00	0.00	1000.05	0.00	.00
B	115	PROJECT10 CONNECT MINI GRANT	1500.00	0.00	0.00	202.40	1297.60	86.51
B	205	UDL THROUGH TECHNOLOGY 14/15	50000.00	5230.00	0.00	45296.08	526.08-	1.05-
		*	52500.05	5230.00	0.00	46498.53	771.52	1.47

FND - 434 Special Rev Race To The Top		PRD-00 BEGINNING			PRD-10	APRIL	2015	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	%	REM
B	433	PROF.DEV.FOR DIGITAL LEARNING	75000.00	0.00	911.85	55753.07	18335.08	24.45
B	434	Race To The Top 2010 - 2014	613741.49	0.00	69571.00	236781.59	307388.90	50.08
B	435	DIGITAL LEARNING SUPPORT	288563.03	0.00	0.00	0.00	288563.03	100.00
B	439	RTTT-FL Stand. PD Act. Project	32199.02	0.00	0.00	10853.78	21345.24	66.29
		*	1009503.54	0.00	70482.85	303388.44	635632.25	62.96

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
REQUEST 093 TOTAL	12323992.00	11874.60	259825.62	7355518.35	4696773.43	38.11

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Citrus Elementary School Cafeteria Expansion

The kitchen epoxy flooring is complete and the kitchen equipment is currently being installed. The remainder of the floors in the cafeteria are being prepped for epoxy to be installed next week. By the end of next week all of the floor finishes will be complete. Demolition of the old cafeteria building will also begin next week with a courtyard to be constructed in its place. The entire project will be complete and ready for occupancy before school begins in August.



Administration Building

All of the walls are erected and braced and the structural steel is being installed for the roof and floor systems. The structurally hardened data center is in constructed with 6" concrete walls and a 6" concrete roof deck for protection of the District's servers and fiberoptic center. The project is still on schedule and will be ready for occupancy in November of 2015.



Treasure Coast Elementary Parking

The contractor's Notice to Proceed was issued and work will begin June 8 with construction being completed before school begins in August.

Sebastian River High School Bus Compound

The contractor's Notice to Proceed was issued and work will begin June 8 with construction being completed before school begins in August.

Vero Beach High School Freshman Learning Center Chiller Replacement

No change. Equipment is still on order.

Beachland Drainage Improvements

The contractor's Notice to Proceed was issued and work will begin June 8 with construction being completed before school begins in August.

Districtwide Roofing Projects

The roofs have been designed and reviewed by the Building Department. The engineer is currently preparing the plans for bidding in the coming weeks. Construction will begin this summer.

Districtwide Security

The single point of entry for Gifford Middle School is going to be constructed this summer. The contractor's Notice to Proceed was issued and work will begin June 8 with construction being completed before school begins in August.

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