

**District School Board of Indian River County, Florida  
6500 - 57<sup>th</sup> Street, Vero Beach, FL 32967**

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.

**Date: August 22, 2017**

**Time: 6:00 p.m.**

**Room: Teacher Education Center (TEC)**

**Business Meeting Agenda**

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE TO THE FLAG
- III. ADOPTION OF ORDERS OF THE DAY
- IV. PRESENTATIONS
  - A. Short Video on School Initiatives**
  - B. Proclamation – American Founders' Month**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
  - A. Approval of Minutes – Dr. Rendell**
    - 1. Superintendent Workshop held 07/25/2017
    - 2. Public Hearing – Tentative 2017-2018 Budget and Millage Rates held 07/25/2017
    - 3. Business Meeting held 07/25/2017
    - 4. Special Business Meeting for Pending Litigation held 07/25/2017
    - 5. Special Meeting for Public Hearing on Tentative 2017-2018 Budget and Millage Rates and Other Business Matters held on 08/01/2017
    - 6. Business Meeting held 08/08/2017
  - Superintendent recommends approval.

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

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

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

This request is for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached 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. Superintendent recommends approval.

**D. Approval of Revised Job Description – Mr. Bruce Green**

DELETED

VII. ACTION AGENDA

**A. Approval of the Renewal of the Dual Enrollment Agreement with Indian River State College for 2017 – 2018 School Year – Mrs. Dampier**

The Dual Enrollment Agreement between the School District of Indian River County and Indian River State College allows the enrollment of high school students in dual enrollment courses for the school year 2017-2018, in accordance with section 1007.271, F.S. This allows the enrollment of an eligible secondary student into a post-secondary course creditable towards high school completion, a career certificate, or an associate degree. Per F.S. 1009.23, the Indian River County School District shall pay the standard tuition rate per credit hour and the associated course materials from funds provided in the Florida Education Finance Program to Indian River State College (IRSC) for instruction taking place on any IRSC campus to cover instructional support costs incurred by the college. The standard college credit tuition rate at a Florida College System institution is \$71.98 per credit hour or \$2.33 per vocational clock hour. Estimated cost to the District is \$410,000, with Indian River State College for the 2017-2018 school year. Superintendent recommends approval.

**B. Approval of Dual Enrollment Agreement with Gaetz Aerospace Institute, Embry Riddle Aeronautical University for 2017 – 2020 School Year’s – Mrs. Dampier**

The Dual Enrollment Agreement between the School District of Indian River County and Gaetz Aerospace Institute, Embry Riddle Aeronautic University allows for the education of secondary school-age students to provide college level courses and credit for high school graduation through the Career Dual Enrollment (DE) provision, pursuant to Florida Statute 1007.271, and applicable Florida Law. This agreement may also provide secondary students with advance high school programming in aerospace studies for high school credit, teacher technical training and professional development, and STEM outreach. Estimated cost to the District is \$3,032.00 with Aerospace Institute, Embry Riddle Aeronautic University for the 2017-2018 school year. Superintendent recommends approval.

**C. Approval of the Certiport Authorized Test Center Agreement - Mrs. Dampier**

This comprehensive agreement with the School District of Indian River County authorizes Sebastian River High School, Vero Beach High School, Sebastian River Middle School, Storm Grove Middle School, Gifford Middle School and Oslo Middle School to be Certiport Authorized Testing Centers for the students enrolled in the listed schools. The CAPE Industry Certifications administered through Certiport include Microsoft Certifications, Adobe Certifications and Intuit Certifications. The CAPE Digital Tool Certifications administered through Certiport include the Information Communication Technology certifications Spark, Computing Fundamentals, Key Application and Living Online. Projected cost to the school district for the year is \$194,000 which will be paid for out of the CAPE Funds. Superintendent recommends approval.

**D. Approval of CampusBooks School Solutions Agreement 2017 – 2018 – Mrs. Dampier**

This agreement will allow CampusBooks to serve as an online textbook bookstore or provider for the Technical Center for Career and Adult Education. This will give students in Career and Technical programs several options for books including new, used, and the ability to rent textbooks. Historically, the Technical Center has purchased books on behalf of the student and sold them to the student without profit. The purchasing and distributing of textbooks required considerable time and effort on the part of staff. This contract will eliminate the purchasing of textbooks on behalf of students and requires them to be responsible for acquiring their needed books. There is no cost to the district. Superintendent recommends approval.

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

The Superintendent recommends termination of support staff employee, Sasha Tunstall. The grounds for termination are contained in the attached Charging letter. Superintendent recommends approval.

**F. Approval to Terminate Support Staff Employee – Mr. Green**

The Superintendent recommends termination of support staff employee, Robert Wood. The grounds for termination are contained in the attached charging letter. Superintendent recommends approval.

**G. Approval to Piggyback Suwannee County School’s RFP #11-203 Type IIB Modular Buildings and Issue Purchase Orders to Mobile Modular Management Corp. for the Lease of Portable Classroom Buildings District Wide – Mr. Morrison**

This request is for Board approval to piggyback Suwannee County School’s RFP #11-203 for the lease of portable classroom buildings district wide. Staff is requesting spend authority in an amount not to exceed \$600,000 per year. Pricing is as per the specifications, terms and conditions of Suwannee County School’s RFP #11-203 Type IIB Modular Buildings with additional discounts. This RFP is valid through June 30, 2020. Please see attached backup. Superintendent recommends approval.

VIII. SUPERINTENDENT’S REPORT

IX. DISCUSSION

No discussion items

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA  
No information items

XII. SUPERINTENDENT'S CLOSING

XIII. ADJOURNMENT

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 564-2792) at least 48-hours in advance of the meeting. NOTE: Changes and amendments to the agenda can occur 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 6500 – 57th Street, Vero Beach, FL 32967, unless otherwise specified. Meetings may broadcast live on Comcast/Xfinity Ch. 28, AT&T Uverse Ch. 99, and the School District's website stream; and may be replayed on Tuesdays and Thursdays at the time of the original meeting. For a schedule, please visit the District's website at [www.indianriverschools.org/iretv](http://www.indianriverschools.org/iretv). The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

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# PROCLAMATION

## DESIGNATING THE MONTH OF SEPTEMBER, 2017, AS American Founders' Month

**WHEREAS**, the leading figures present at the country's founding, including those who were instrumental in crafting the founding documents that institutionalized individual liberty and representative government that derives its power from the consent of the governed; and

**WHEREAS**, the moral and civic virtue, self-sacrifice, intellectual genius, and patriotism demonstrated by the country's founding fathers; and

**WHEREAS**, the founding documents, including, but not limited to, the Declaration of Independence, the Constitution of the United States, the Bill of Rights, and the Federalist Papers; and

**WHEREAS**, the historical and philosophical importance of the Declaration of Independence with its emphasis that all people "are endowed, by their Creator, with certain unalienable rights, that among these are life, liberty, and the pursuit of happiness;" and

**WHEREAS**, the principles inherent in the founding documents, including, but not limited to, individual freedom, equality, representative government, a free market system, civic virtue, natural law, and self-evident truth; and

**WHEREAS**, instruction may be integrated into the existing school curriculum through methods including, but not limited to, supplementing lesson plans, holding school assemblies, or providing school-related activities;

**NOW, THEREFORE, BE IT PROCLAIMED BY THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, that the month of September, 2017, be designated as American Founders' Month in Indian River County.

Adopted this 22<sup>nd</sup> day of August, 2017.

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

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Charles G. Searcy, Chairman

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Shawn R. Frost, Vice Chairman

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Dale Simchick, Board Member

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Laura Zorc, Board Member

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Tiffany M. Justice, Board Member

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Mark J. Rendell, Ed.D., Superintendent

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The District School Board of Indian River County met on July 25, 2017 at 1:00 p.m. The Workshop was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Charles G. Searcy, Vice Chairman Shawn R. Frost, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present.

### **Superintendent Workshop Minutes**

I. Workshop was called to order by Chairman Searcy at 1:00 p.m.

II. **PURPOSE OF THE WORKSHOP**

Dr. Rendell said the purpose of the workshop was to share the Technical Center Proposal and the Final Draft for the 5-Year Strategic Plan.

III. **PRESENTATIONS – Dr. Rendell**

**A. Technical Center Proposal – Phase 1**

**Guests for this presentation:** Mrs. Christi Shields, Mr. Carter Morrison, and Mr. Nick Westenberger

Mr. Morrison reviewed the handouts presented at the workshop to each Board Member and the public. He introduced Mrs. Shields who reviewed all of the courses that would be offered and noted that this would not affect the current classes offered in the high schools. These courses would offer a more positive outcome to our community with regards to skilled labor. Many of the volunteers attended this meeting and were asked to stand and be recognized by Dr. Rendell.

After the course review, Mr. Morrison went on to discuss the funding, diagrams, and the architect selection. Mr. Morrison reviewed the methodology of the two types of procurement. He went on to say that if the Board approves the Construction Management at Risk process, they would start August 2017, with a completion date of 2018. If the Board approved the Traditional Hard Bid, this would start in January of 2018 and not be completed until after the start of school. They would be looking at a completion date of October of 2018.

There was also an ACE relocation and needs. The cost and needs were covered by Mr. Morrison along with visual slides and a handout. Mr. Morrison and Mrs. Shields answered all of the Board Members’ questions.

Chairman Searcy Called for a break at 1:47 and reconvened the workshop at 1:54.

**B. Strategic Plan Presentation**

**Guest for this presentation:** Mr. Bruce Green

Dr. Rendell made an opening statement and turned the floor over to Mr. Green. Mr. Green provided the Board Members with a hand out and reviewed the six phases of the plan development for 2017. He reviewed the initial draft along with the final draft. His discussion also covered the Town Hall and feedback from the community. This draft is on the Action Agenda for tonight's Board Meeting. There was a one page listing in the handout that provided a listing of the modifications made along with how the success rate would be measured. Mr. Green and Dr. Rendell answered all questions that were presented from the Board Members.

- IV. ADJOURNMENT – Chairman Searcy  
Meeting adjourned at approximately 2:45 p.m.

The District School Board of Indian River County met on July 25, 2017, at 5:01 p.m. The Special Business Meeting was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Charles G. Searcy, Vice Chairman Shawn R. Frost, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present.

### Meeting Minutes

- I. Meeting was called to order by Chairman Searcy at 5:01 p.m.
- II. CITIZEN INPUT – None
- III. ACTION AGENDA
  - A. Chairman Searcy turned the meeting over to Dr. Rendell. Dr. Rendell thanked the Chairman and asked Mr. Morrison to speak. Mr. Morrison explained to the Board Members that they needed to re-advertise due to two errors in the advertisement. He consulted with the Florida Department of Revenue TRIM Compliance Section and was informed this needed to take place within 29 days of the original notification. Mr. Morrison then asked for a new Public Hearing date of Tuesday, August 1, 2017, at 5:01 p.m. This would take place in the TEC Room at 6500 57<sup>th</sup> Street, Vero Beach, Florida at the J.A. Thompson Administrative Center. Chairman called for a motion. Mrs. Simchick moved approval of the new advertisement and rescheduled date of August 1, 2017, at 5:01 p.m., and Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.
- IV. Open Public Hearing
  - A. Chairman Searcy opened the Public Hearing dealing with the 2017-2018 proposed Tentative Budget and Millage rates. Dr. Rendell confirmed the Public Hearing was properly advertised in accordance with State Statutes.
  - B. The Chairman recessed Public Hearing until 5:01 p.m. on August 1, 2017.
- V. Recessed – Chairman Searcy  
Meeting recessed at approximately 5:03 p.m.

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The District School Board of Indian River County met on July 25, 2017 at 6:00 p.m. The Business Meeting was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Charles G. Searcy, Vice Chairman Shawn R. Frost, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present. Prior to the meeting, an invocation was given by Chaplain Alice Lombardo, from Freedom Church, Vero Beach.

### Meeting Minutes

- I. Meeting was called to order by Chairman Searcy at 6:00 p.m.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG by Mrs. Justice
- III. ADOPTION OF ORDERS OF THE DAY  
Chairman Searcy asked the Board Members, if they had any items to move from Consent. No one had anything to move. The Chairman asked for a MOTION to Adopt the Order of the Day. Mrs. Zorc moved to approve the Adoption of Orders of the Day. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.
- IV. PRESENTATIONS
  - A. Dr. Rendell made an opening statement and introduced Mr. Green to the audience and to do the presentation of the Five-Year Strategic Plan. Mr. Green presented the Plan Development and showed Power Point slides, as well. He reviewed the initial draft along with the final draft and reviewed the communities feedback and support for this project. Pending the approval of this plan, they will move into the Launch phase along with the Succeed phase. There will be annual measures at the end of the school year. This is an Action item for Board approval tonight. Mr. Green thanked the community for the input on this plan. Dr. Rendell asked the Board Members, if they had any questions. There were just a couple of questions Board Members had, which were all answered. Mr. Green was thanked for all the work he had put into the plan.
- V. CITIZEN INPUT  
Two Citizen Input Forms were presented to the Chairman just prior to 6:00 p.m. The citizens that spoke were Ms. Janet Cernigliaro and Ms. Beverly Raiford. Ms. Cernigliaro’s topic was with regards to a 3% raise as noted on her Input Form. Ms. Raiford’s topic was with regards to CWA bargaining as noted on her Input Form. These ladies both came to the podium and spoke. Upon completion of their speeches, they both thanked the Board Members.

VI. CONSENT AGENDA

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

**A. Approval of Minutes – Dr. Rendell**

1. Workshop held 6/27/2017
2. Business Meeting held 6/27/2017
3. Special Meeting for Pending Litigation held 6/27/2017
4. Special Meeting for Pending Litigation held 6/30/2017

Superintendent recommended approval.

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

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

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

This request is for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached 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. Superintendent recommended approval.

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

1. Sebastian River High School received a donation in the amount of \$2,000 from Life Essentials Services, Corp. The funds will be utilized by the Sebastian River High School Athletic Programs.
2. Osceola Magnet School received a donation in the amount of \$1,429.99 from the Osceola Magnet School PTA. The funds will be used for the Osceola Magnet School 5<sup>th</sup> grade graduation.
3. Beachland Elementary School received a donation in the amount of \$9,971.13 from the Beachland Elementary PTA. The funds will be used to purchase ten vertical aeroponic water tower gardens for Beachland Elementary School.
4. Vero Beach High School received a donation in the amount of \$1,000 from the McCrea Family Trust. The donation will benefit the Vero Beach High School Performing Arts Program.

Superintendent recommended approval.

**E. Approval of Contract Renewals for Childcare Providers for 2017-2018 – Mrs. Dampier**

In accordance with Florida Statute 1003.54, School Districts are required to provide childcare services to the children of teen parents participating in the dropout prevention program.

Indian River County utilizes several local centers for this purpose. Attached are the 2017-2018 contracts for existing providers: First Impressions Daycare and Preschool, Tiny Treasures/Learning Nest, RCMA/Whispering Pine, Ross Small World Childcare, TLC of Sebastian, and Williams Childcare. The contracts outline the respective

responsibilities of the School District and local childcare providers for services provided to the children of teen parents that participate in the District's Teen Parent Program. Insurance has been approved by Risk Management. Cost to the District is offset by the FTE. Superintendent recommended approval.

**F. Approval of Technical Center for Career & Adult Education Tuition and Fees for 2017-2018 - Mrs. Dampier**

In accordance with the workforce development fees Section 1009.23(3) Florida Statutes (F.S), each School District must establish a fee schedule for students enrolled in adult education programs. The Legislature establishes the fee schedule. Effective July 1, 2017, the 2017-2018 tuitions for career technical programs are \$2.33 per contact hour (Standard fee rate) for Florida residents and \$9.32 per contact hour for out-of-state residents. Each District School Board may adopt tuition that is within the range of five percent below to five percent above the standard tuition and out of state fee. Florida Statutes enables the District to collect a separate fee for student financial aid, capital improvement fee, and technology fee for career and technical programs. A block tuition of \$30 per term for adult general education and English Speakers of Other Languages (ESOL) programs is charged. Life Enrichment courses are \$5 per contact hour. The attached fee schedule reflects an increase in the standard tuition contact hour to \$2.44 per hour. There is a rate increase of .11 up from 2016-2017. There is also an increase to \$5 per hour for Life Enrichment courses, previously \$3 per hour. There is no cost to the District. Superintendent recommended approval.

**G. Approval of Renewal for the 2017-2018 Adult Education and Family Literacy Grant – Mrs. Dampier**

This discretionary/continuation grant will provide the Technical Center with funds totaling \$203,888 that will enable the school to continue efforts to provide quality literacy education to adults and to English Language Learners. The Technical Center for Career and Adult Education served 630 students who enrolled in GED/ABE/ESOL in 2016-2017. TCCAIE has collaborated with several agencies to better serve the citizens of Indian River County. No cost to the School District. Superintendent recommended approval.

**H. Approval of Renewal of Third-Party Cooperative Arrangement (TPCA) Renewable Grant Opportunity between the School District of Indian River County and Vocational Rehabilitation for 2017-2018 School Year – Pam Dampier**

TPCA provides a means for Vocational Rehabilitation (VR) staff to work collaboratively with Florida Local Education Agency (LEA). The employment specialists develop Community Based Work Experiences (CBWE) to allow students to work closely with VR to provide funding for Full-Time Equivalent (FTE).

School District Employment Specialists (ES) will provide services to students with disabilities, who have an active Individualized Education Plan (IEP) within the K-12 system, who are active clients of VR, and who have an Individualized Plan for Employment (IPE). Students will develop appropriate work skills, attitudes, behaviors,

and work tolerance needed to plan for and achieve successful post high school employment. Through the Third-Party Cooperative Arrangement (TPCA), the School District of Indian River County will be able to provide two Employment Specialists (ES) which requires a fiscal match from the School District in Non-federal dollars of \$13,410.48. Insurance has been approved by Risk Management. Superintendent recommended approval.

**I. Approval of 2017-2018 Transportation Service Agreement Renewals – Mr. Teske**

Attached are the 2017-2018 Transportation agreements with Boys & Girls Clubs of Indian River County (BFIRC), Gifford Youth Achievement Center (GYAC), Environmental Learning Center (ELC), and Dasie Bridgewater Hope Center, Inc. (DHC). The agreements include the use of the District's Transportation Services from designated pickup locations to sites in Indian River County for their respective, sponsored programs. Superintendent recommended approval.

**VII. ACTION AGENDA**

**A. Approval of School District's Five-Year Strategic Plan – Mr. Green**

Starting in February of 2017, the District began the process of creating a Five Year Strategic Plan. Since February, the District has involved stakeholders in the development of the Plan in the form of onsite engagement sessions, online surveys, town hall meetings, and Board workshops. Drawn from data and feedback collected during the planning process, five overarching goals were established, each with supporting objectives, strategies, and measures of success. Detailed progress on the Plan's goals and specific measures of success will be reported annually and made available to the public. The Plan is built around the District's logo and central theme of a unified partnership between home, school, and community. Attached is the final draft of the Five-Year Strategic Plan. Superintendent recommended approval.

Mrs. Simchick moved approval to accept the Five-Year Strategic Plan as covered in the Superintendent's Workshop on July 25, 2017, and as discussed during the opening presentation of this meeting. Mr. Frost seconded the motion and the motion carried with a 5-0 vote.



**B. Approval to Purchase Student PC's from CDW-G through the NJPA 100614 Contract for District-wide Refresh --Mr. Green**

CDW-G will provide the District with student computers throughout the District as part of our ongoing refresh cycle. This refresh will target desktop computers that are over 6-years-old that are due for replacement. The cost impact will be \$495,000. The quote is attached. This will be funded through the 0.6 voter approved millage. Superintendent recommended approval.

Mr. Green explained the difference in the time frame and not wanting to purchase the computers in April and then let them sit in a warehouse until school is ready to open. Mr. Frost moved approval of the Purchase for the Student PC's as stated above. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote. Mr. Frost did thank the public for allowing this to happen.

**C. Approval to Set Public Hearing Date to Adopt New School Board Policy 6334, Prequalification of Contractors for Educational Facilities Construction – Mr. Morrison**

This request is for Board approval to proceed with the adoption process for School Board Policy 6334, Prequalification of Contractors for Educational Facilities Construction. The purpose of this new policy is to bring the District into compliance with the requirements F.A.C 6A-2.0010 State Requirements for Educational Facilities. The Public Hearing and adoption will be held during the regular Business meeting on September 26, 2017. Superintendent recommended approval.

A Board Member had a question with regards to this process and Mrs. D'Agresta explained the process and the broad-based policy. Chairman Searcy also had a question on the audited financial statements. Mrs. D'Agresta responded explaining there are a couple of ways to provide this information. There was a brief discussion. Mrs. Justice moved approval of the Public Hearing date being set for September 26, 2017. Mr. Frost seconded the motion and it carried unanimously with a 5-0 vote.

**D. Approval to Award Request for Proposal (RFP) #15-0-2017JC to Express Reel Grinding, Inc. – Mr. Morrison**

The purpose and intent of this Request for Proposal is to secure firm, fixed rates for athletic field maintenance as required by the District. Award will be made to the highest-scoring vendor and the best responsive and responsible bidder meeting specifications, terms, and conditions. The estimated financial impact is \$112,565.25. The term of this RFP is from July 25, 2017, through July 24, 2018; and may, by mutual agreement between the Board and the awardee, be renewed for two additional one-year periods. The Purchasing Department recommends award to Express Reel Grinding, Inc., as the best responsive and responsible bidder meeting specifications, terms, and conditions. See attached backup. Superintendent recommended approval.

Mr. Michael came to the podium to speak briefly on this. He covered the gray areas with a new RFP for the 2017-2018 year. A cost analysis was provided to Dr. Rendell and was distributed to the Board Members at this time. Mr. Michael went on to review the analysis with the Board. The Board Members had questions for Mr. Michael and were grateful for the time and effort put into this. There were some suggestions for the future. Chairman Searcy expressed concerns with some of the outsourcing. Mrs. Zorc moved approval of the Award to Express Reel Grinding, Inc. Mrs. Simchick seconded the motion and it carried with a 4-1 vote. Chairman Searcy was not in favor of the vote.

VIII. SUPERINTENDENT'S REPORT

Dr. Rendell asked that Mr. Nick Westenberger come to the podium for an update on the Citrus Bowl and Beachland. Mr. Westenberger wanted to first recognize his staff with the 20 plus projects they have been handling over the summer. Beachland is approximately 98% complete. Training will start over the next couple of weeks. Citrus Bowl is still a work in progress and we will make sure it is ready for the first football game on August 18, 2017. Everything is on schedule. We are working through our punch list. The lockers are an outstanding item. The team made a change and it took us out of the production cycle. The coach is fully aware and feels it is not necessary to put in temporary ones. After the first game, the lockers will be delivered and installed. With this not being completed on time, does it have to come back to the Board? Chairman Searcy asked if there were change orders. It was confirmed there were some but due to the type of bid, they didn't have to have Board approval.

Dr. Rendell also recognize an Administrator from the Consent Agenda. Mrs. Latonya Ross, Assistant Principal at the Technical Center of Career and Adult Education, as well as the Board's new Executive Assistant, Nancy Esplen.

IX. DISCUSSION

Mrs. Justice opened the discussion session with the discussion on how resignations are perceived. Dr. Rendell said we could try to code them or classify them differently and checked with Mr. Green. The Board Members had an open discussion and mentioned in the past there was a memorandum that was issued quarterly. Exit or stay interviews may also assist with this request. One of the Board Members took this time to thank Judy Stang for her years of service.

As the Board Members continued in their discussions, the Broward Law Suit was brought up, along with the financial discussion of this suit. Further pros and cons were discussed of the entire Charter School structure and ESREF structure. The mounting of legal fees was also discussed and the need to minimize them. Each of the Board Members had input on this. Chairman Searcy did comment that he doesn't hear any interest in the participation in the suit.

There was a discussion of testing with paper/pencil with the need of flexibility with local control. The State has a uniform procedure statewide. The need to stress this with our legislators was discussed.

Chairman Searcy also brought something he heard about looping of teachers. Is this something we can do. Dr. Rendell said we are currently doing this and will provide additional research on this. Mrs. Dampier shared some of her experience as a principal with looping teachers. There was a brief discussion on single gender classrooms and if we have tried. Dr. Rendell did state that we had two classrooms with single gender a couple of years ago and we will always look at what is best for the student.

X. SCHOOL BOARD MEMBER MATTERS

Mr. Frost along with Mr. Zorc attended the MPO (Metropolitan Planning Organization) meeting and were able to secure funds for the 66<sup>th</sup> Avenue project.

Mrs. Justice went on to discuss the different committees, recognizing community partners, and other trainings/developments going on.

XI. INFORMATION AGENDA

**A. Financial Report for Month ending May 31, 2017 - Mr. Morrison**

Attached are the Financial Reports for the month ending May 31, 2017.

XII. SUPERINTENDENT'S CLOSING

Dr. Rendell had no closing statement this evening.

XIII. ADJOURNMENT – Chairman Searcy

Meeting adjourned at approximately 7:40 p.m.

The District School Board of Indian River County met on July 25, 2017 at 7:40 p.m. The Special Business Meeting for Pending Litigation was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Charles G. Searcy, Vice Chairman Shawn R. Frost, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present.

### **Special Business Meeting for Pending Litigation - Meeting Minutes**

- I. Meeting was called to order by Chairman Searcy at 7:40 p.m.
- II. Purpose:
  - A. Purpose of the Public Meeting is to Conduct a Closed Session on Pending Litigation**
  - B. Estimated Duration of the Closed Session is Sixty Minutes**
  - C. Names of Those Who will Attend the Closed Session:**
    - Charles G. Searcy, Chairman
    - Shawn r. Frost, Vice Chairman
    - Dale Simchick, Board Member
    - Laura Zorc, Board Member
    - Tiffany M. Justice, Board Member
    - Mark J. Rendell, ED.D., Superintendent of Schools
    - Suzanne D’Agresta, Esq., School Board Attorney
    - Certified Court Reporter
- III. Recess to Discuss Settlement Negotiations and/or Strategy Related to litigation Expenditures (This session will be recorded by a certified court reporter.)

Chairman Searcy called a recess at 7:41 p.m.
- IV. Reopen Public Meeting  
The meeting was reopened by Chairman Searcy at 9:25 p.m.
- V. Action Agenda
  - A. Possible Action on Charter Schools’ Funding Dispute.

There was no discussion on this matter.
- VI. ADJOURNMENT – Chairman Searcy  
Meeting adjourned at approximately 9:25 p.m.

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The District School Board of Indian River County met on August 1, 2017 at 5:01 p.m. The Special Meeting for Public Hearing on Tentative 2017-2018 Budget and Millage Rates and Other Business Matters meeting was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Charles G. Searcy, Vice Chairman Shawn R. Frost, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present.

**Special Meeting for Public Hearing on Tentative 2017-2018 Budget and Millage Rates and Other Business Matters Meeting Minutes**

I. Meeting was called to order by Chairman Searcy at 5:01 p.m.

II. PLEDGE OF ALLEGIANCE TO THE FLAG done by Mrs. Simchick

III. ADOPTION OF THE ORDERS OF THE DAY

Chairman Searcy asked the Board Members, if they had any items to move from Consent. No one had anything to move. The Chairman asked for a MOTION to Adopt the Orders of the Day. Mrs. Justice moved to approve the Adoption of Orders of the Day. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

IV. CITIZEN INPUT  
None

V. CONSENT AGENDA

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

**A. Approval of Personnel Recommendations – Mr. Green**

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

VI. ACTION AGENDA

**A. Approval of Administrative Services Agreement between Blue Cross Blue Shield of Florida, Inc., D/B/A Florida Blue and the School Board of Indian River County – Mr. Morrison**

Approval is requested for the new Administrative Services Agreement between Blue Cross Blue Shield of Florida, Inc., D/B/A Florida Blue and the School Board of Indian River County. The term of the contract is for five (5) years from October 1, 2017, through September 30, 2022, unless the Agreement is terminated earlier in accordance with the provisions of the Agreement. After extensive negotiations between the parties, the recommended contract now contains following provisions:

- ❖ Removal of the Early Termination penalty
- ❖ Reduction in the ASO fees guaranteed for three years
- ❖ Additional \$100,000 audit/wellness contribution
- ❖ Provision of a full-time onsite Florida Blue representative
- ❖ Elimination of all pharmacy rebate withholdings
- ❖ 150 Day Termination clause
- ❖ Inclusion of Performance Guarantees
- ❖ Defining the enrollment, materiality allowance as a 15% change before any consideration of changes in fees

Superintendent recommended approval

A Board Member suggested the Board cover why there is a five-year contract. Dr. Rendell asked Mr. Morrison, if he would like to speak with regards to this matter. Mr. Morrison introduced Mr. Kaufman, Vice President of AON, to the Board. Mr. Kaufman explained the terms of the contract. He continued to answer all other questions from the Board. Chairman Searcy called for a motion. Mrs. Justice moved approval to accept the Administrative Services Agreement with Blue Cross Blue Shield of Florida, Inc., D/B/A Florida Blue. Mrs. Zorc Seconded the motion and the motion carried, with a 5-0 vote.

VI. Reconvene Public Hearing from July 25, 2017

Chairman Searcy reconvened the Public Hearing on Special School Board Meeting for the 2017/2017 Proposed Millage and Budget.

VIII. Purpose of the Public Hearing

Chairman Searcy turned the meeting over to Dr. Rendell to explain the purpose of the Public Hearing, which was for the tentative millage rates and the tentative 2017-2018 budget.



IX. Discussion of Millage Rates

Mr. Morrison took this time to review the handout along with a full PowerPoint presentation.

X. Public Hearing on Millage Rates

Chairman Searcy announced they were in recess to conduct the Public Hearing as advertised. Chairman Searcy asked, if there were any written responses and proper notice was given. Dr. Rendell provided the advertisements that were posted. The public was invited to address this issue, and there was no response. Chairman Searcy concluded the Public Hearing for August 1, 2017. The Board meeting then reconvened.

XI. Approval of Resolution #2018-01 for Adoption of Tentative Millage Rates as Advertised for 7.053 Mills, representing Required Local Effort, Basic Discretionary, Additional Voted Millage and Capital Outlay – Dr. Rendell

Chairman Searcy called for a motion. Mr. Frost moved approval of the millage rates as published and advertised. Mrs. Justice seconded the motion.

Chairman Searcy called for a Roll Call Vote by Mrs. Esplen as follows:

Roll Call Vote:

Mrs. Justice	Yes
Mrs. Simchick	Yes
Mr. Frost	Yes
Mrs. Zorc	Yes
Chairman Searcy	Yes

Motion carried unanimously with a 5-0 vote.

XII. Discussion of Budget

Mr. Morrison reviewed the PowerPoint presentation. Chairman Searcy confirmed this was properly advertised. Dr. Rendell confirmed.

XIV. Public Hearing on Proposed Budget

Chairman Searcy announced they were in recess to conduct the Public Hearing as advertised. Chairman Searcy asked, if there were any written responses and proper notice was given. Dr. Rendell provided the advertisements that were posted. The public was invited to address this issue.

Lourdes Penagos spoke to the Board Members about an Action Agenda Item.  
Becky Cook also spoke to the Board Members about an Action Agenda Item.  
Chairman Searcy concluded the Public Hearing.

XV. Approval of Resolution 2018-02 for Adoption of Tentative Budget as Advertised and Presented at this Hearing, and to Establish Final Public Hearing Date – Dr. Rendell

Chairman Searcy asked for a motion. Mr. Frost moved to approve RESOLUTION 2018-02 adopting the tentative budget as advertised and presented at this hearing, and that we establish the Final PUBLIC HEARING for 5:01 p.m. on Thursday, September 7, 2017.

Mr. Frost thanked everyone for holding the budget flat. Mrs. Zorc also commented on some of her ideas that were brought forward to cut costs. She would like to see what other ideas or suggestions for savings along with asking about the non-restricted funds available. Mrs. Zorc asked for an explanation of the State's requirements versus our requirements and the repercussions. Mrs. D'Agresta explained the repercussions at the State level. Each of the Board Members provided input and agreed to continue to work on budget ideas.

Chairman Searcy called for a Roll Call Vote by Mrs. Esplen as follows:

Roll Call Vote:

Mrs. Justice	Yes
Mrs. Simchick	Yes
Mr. Frost	Yes
Mrs. Zorc	Yes
Chairman Searcy	Yes

Motion carried unanimously with a 5-0 vote.

XVI. Closing Comments

In closing, Dr. Rendell said that the staff will notify the Property Appraiser of the tentative adopted millage and tentative adopted budget. Until the final hearing on September 7, 2017, the district will operate under the tentative budget. He reviewed all that went into preparation of this budget and all of the departments for their participation. This is a living document and we will continue work on it all the time. We are stewards of the community. Mr. Morrison wanted to thank everyone for their input and participation in the lengthy process.

XVII. Adjournment of Public Hearing by Chairman Searcy.

XVIII. ADJOURNMENT – Chairman Searcy  
Meeting adjourned at approximately 6:00 p.m.

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The District School Board of Indian River County met on August 8, 2017, at 6:00 p.m. The Business Meeting was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Charles G. Searcy, Vice Chairman Shawn R. Frost, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present.

### Meeting Minutes

- I. Meeting was called to order by Chairman Searcy at 6:00 p.m.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG by Mrs. Simchick
- III. ADDITIONAL AMENDMENT PRESENTED TO THE BOARD – Dr. Rendell  
Dr. Rendell presented a list of Personnel Recommendations to the Board Members, which supersedes the Consent Agenda Item B. He explained this is being presented because of the need for approval prior to school starting. The list provided to the Board Members showed the additional staff was highlighted in yellow. The Board Members did have some questions about the Pending Status of new hires. Dr. Rendell explained that no one starts until they have passed the full background check and drug screening.
- IV. ADOPTION OF ORDERS OF THE DAY  
Chairman Searcy asked the Board Members, if they have any items to move from Consent. He then called for a MOTION to Adopt the Orders of the Day. Mrs. Simchick moved to approve the Adoption of Orders of the Day with the amended personnel. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.
- V. PRESENTATIONS  
**A. Short Video on School Initiatives – Dr. Rendell.**  
Dr. Rendell thanked the Board for approving the amendment. He went on to answer all questions that were asked with regards to the Personnel Amendment. Dr. Rendell then shared the work teachers had been doing over the summer. The Digital Summer Academy was kicked off. There were more than 250 teachers present throughout the week, along with key note speakers. There were more than 50 different trainings made available.
- VI. CITIZEN INPUT  
Mrs. Coletta Murray – Topic was CWA Value

VII. CONSENT AGENDA

Chairman Searcy called for a motion. Mrs. Simchick moved approval of the Consent Agenda as amended. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

**A. Approval of Minutes – Dr. Rendell**

1. Special Meeting held 7/20/2017
2. Special Meeting for Litigation held 7/20/2017

**Superintendent recommended approval.**

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

Attached is a list of personnel recommendations that includes personnel additions, terminations, and/or changes. **Superintendent Recommends Approval.**

**C. Approval of Renewal for 2017-2018 Agreement between the East Coast Technical Assistance Center (ECTAC)/ Seminole County School Board and the School Board of Indian River County – Mrs. Dampier**

The purpose of the East Coast Technical Assistance Center (ECTAC) is to provide technical assistance to a collaborative network of member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA). The ESEA programs are: Title I Part A, Title I Part C, and other grant funded programs, as they interact with the Title I Program. ECTAC provides educational consultation services that assist local school districts in their efforts to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education. The membership renewal fee is \$12,000 and Title I Part A funds are designated for ECTAC services. The agreement will be in effect through June 30, 2018.

**Superintendent Recommended Approval.**

**D. Approval of Non-Sufficient Fund Check Write off for August 2017 – Mr. Morrison**

The Superintendent recommends approval to write-off, as uncollectible, checks received by the schools that have been dishonored by the maker's bank and returned as unpaid. Attached is a list of checks paid to the District or to the School Internal Accounts, which remain uncollected for the calendar year ended December 31, 2016. To date, all attempts to recover the money by the District's check recovery program, have been unsuccessful. **Superintendent Recommended Approval.**

**E: Approval of Charter School Transportation Service Agreements for 2017-2018 – Mr. Teske**

Transportation Agreements with Imagine Charter School, North County Charter School, Sebastian Charter Junior High School, and St. Peter's Academy to provide transportation, substitute bus drivers, and spare buses for students of the charter schools. These agreements are for one year. The charter schools agree to reimburse the District for the actual costs associated with transporting students. **Superintendent Recommended Approval.**

**F: Approval of School Transportation Routes for 2017-2018 – Mr. Teske**

Bus Transportation Routes for Indian River County are subject to change throughout the school year depending upon student utilization of services and school program needs. **Superintendent Recommended Approval.**

VIII. ACTION AGENDA

**A. Approval of Master In-Service Plan for 2017-2018 – Mrs. Dampier**

Pursuant to Sections 1011.22, 1012.98, and 1011.62 of the Florida Statutes and Board of Education Rule 6A-5071, each District shall develop and maintain an in-service education and training program for all employees based on an assessment of training needs in the District and local schools. The proposed Master In-Service Plan includes areas of focus and a list of training/in-service dates. A copy of the entire plan is available in the Curriculum and Instruction Department. No Cost to the district. **Superintendent Recommended Approval.**

There was discussion regarding the different types of training and who does the training. Dr. Rendell asked Mrs. Dampier to explain the process to the Board Members. She assured the Board Members of the mentoring process and how it works. Mrs. Zorc said how she appreciates what is being done. Chairman Searcy asked, if all employees receive training throughout the district. It was explained there is training throughout the year. Mrs. Dampier will share The Star Program with the Board Members. Chairman Searcy called for a MOTION. Mrs. Justice moved approval to accept the Master In-Service Plan for 2017-2018. Mr. Frost seconded the motion and it was carried unanimously, with a 5-0 vote.

**B. Approval of Spending Plan and Budget Amendment – Mr. Morrison**

Pursuant to the State of Florida Auditor General’s Operational Audit Report #2017-095, where it was recommended that the District should continue its efforts to develop a Spending Plan, and the Board should adopt such Spending Plan for unspent Workforce Education Program funds, to serve as a guide to ensure that these funds benefit the students and program, approval is recommended of the attached Spending Plan and resultant budget amendment to the District’s General Operating Fund, transferring approximately \$1,510,000 to the Capital Projects fund to provide partial funding for the construction of the Technical Center. On July 25 2017, at the Superintendent’s Workshop with the School Board, staff presented a proposed Spending Plan, which utilizes these Workforce Education funds in the amount of \$1.51 million, which will be used to finance a portion of the construction cost of the Technical Center in Gifford. Staff has consulted with the Florida Department of Education, as to appropriateness of utilizing these funds for this purpose, and the Department has concurred that pursuant to Florida Statutes 1011.80 that the use is appropriate. This budget amendment will be reflected as a change to the Tentative Budget and a transfer of fund balance from the District’s General Operating Restricted Fund balance to the Capital projects Fund on the 2017/18 Beginning Budget at the Final Public hearing on September 7, 2017. **Superintendent Recommended Approval.**

Dr. Rendell explained that Action B, C, and D are all combined. Action Item B was discussed in the July 25, 2017, Superintendent Workshop. Staff presented a complete plan. Chairman Searcy asked, if we were using all the funds? Dr. Rendell said all the funds will not be used. Some of the funds will be set aside for operating funds. Chairman Searcy called for a MOTION. **Mrs. Justice moved approval of the Spending Plan and Budget Amendment. Mr. Frost seconded the motion and it was carried unanimously, with a 5-0 vote.**



**C: Approval to amend the School Board of Indian River County's Five Year Capital Outlay Plan and to authorize the Superintendent to utilize funds from the District's Portable Budget for the Relocation of the current Technical Center for Career and Adult Education site. -Mr. Morrison**

On July 25, 2017, at the Superintendent's Workshop with the School Board, staff presented a proposed plan to finance the construction of the Technical Center. Included in the Spending Plan was a contribution from the Five-Year Capital Outlay Plan of approximately \$636,545 to cover the cost of Architectural & Engineering Fees, construction, and all associated estimated costs of relocating the current Alternative Center for Education Program to the Technical Center for Career and Adult Education. Approval is recommended to amend the Board's Five-Year Capital Outlay Plan as follows: (see attached). **Superintendent Recommended Approval.**

Chairman Searcy called for a MOTION. Mr. Frost moved approval of the Five-Year Plan. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

**D. Approval of Architectural Services with Donadio & Associates for Technical Center for Adult and Career Education – Mr. Teske**

Approval is recommended for "Exhibit E" Task Assignment for Architectural Services between the School Board of Indian River County and Donadio & Associates, Architects, P.A. On February 14, 2017, the School Board approved The School District of Indian River County, Florida Continuing Service Contract for Architectural Services. "Exhibit E" Task Assignment is being presented to the Board for approval of Professional Architectural Services with Donadio & Associates for the Phase I Development of the Gifford Technical Center for Career and Adult Education. The project will consist of the addition of a new Vocational Classroom/Lab Building, Renovations to the existing classrooms, and relocation of the Hardcourt Structure for the conversion of the existing Gifford Alternative School Campus to a Career and Adult Educational Facility. The contract fee totals a not-to-exceed amount of \$172,955.00, as defined in Article IV (A.) "Fees". The contract fee includes Architectural, Civil, Structural, Mechanical, Electrical, Plumbing, and Fire Protection Services, as outlined in the Architect's proposal. **Superintendent Recommended Approval.**

Chairman Searcy asked, if this was just for Phase 1 and has nothing to do with Phase 2. Dr. Rendell confirmed this was only for Phase 1. Chairman Searcy called for a MOTION. Mr. Frost moved approval of the Architectural Services with Donadio & Associates for the TCACE. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

**E. Approval of Recurring Vendors – Mr. Morrison**

Pursuant to School Board Policy 6320, the Superintendent's authority is limited to purchase commodities and/or contractual services where the total amount does not exceed \$50,000 and does not exceed the applicable appropriation in the District Budget. Since daily operations sometimes require the perpetual issuance of purchase orders that may result in single purchase orders that exceeds \$50,000, the Purchasing Department is requesting that the Board grant authority to the Superintendent to issue purchase orders that are necessary in the normal course of operations during fiscal year 2018. The vendors on the attached list are companies and/or firms that the District will procure commodities and/or contractual services from during fiscal year 2018 that are either formal bid exempt or are in accordance with a properly awarded public bid or term contract. These purchases will be recurring in nature for fiscal year 2018 and not having the authority to release these purchase orders could result in delayed service delivery to students. This list represents recurring purchases from vendors who provide products and services including but not limited to utilities, instructional equipment, existing copier leases, insurance, and the purchase of testing/instructional, and copyrighted materials. All other non-recurring purchase requests that exceed \$50,000.00 will be presented to the Board on an individual basis. Staff will present quarterly reports of purchase orders issued in accordance with this agenda item. **Superintendent Recommended Approval.**

Mrs. Zorc has asked for more authority with several vendors. She stated she wasn't comfortable with the \$50,000 policy, specifically with Regions Bank and EEG Environmental Services. Mrs. Zorc asked about the quarterly reports. Mr. Morrison responded, stating that the reports are quarterly and listed as an agenda item. The layout of the reports was briefly reviewed and all questions were answered. Chairman called for a MOTION. Mrs. Simchick moved approval of the Recurring Vendors. Chairman Searcy seconded the motion and it was carried, with a 4-1 vote. Mrs. Zorc was still not in favor of the vote.

**F. Approval of Release of Final Payment to Close Construction, LLC. for the Wabasso School ADA & Drainage Improvement Project (SDRIC #13-0-2017JC) – Mr. Teske**

Approval is recommended for release of Final Payment in the amount of \$6,377.68 to Close Construction, LLC for the Wabasso School ADA and Drainage Improvement Project (SDRIC #13-0-2017JC). On April 25, 2017, the Board approved the Owner Contractor Construction Agreement (Lump Sum) for the Wabasso School ADA and Drainage Improvement Project in the amount of \$139,788.00 (\$116,490.00 Contractors Bid Price/\$23,298.00 Owner Added Contingency); with the FINAL construction cost for this project totaling \$127,553.54. The unused portion of the contract in the amount of \$12,234.46 is the remaining balance of the owner added contingency. Final payment for this project is being brought to the Board for approval in accordance with Florida Statute 1013.50. The final payment to the contractor consists of the project retainage, which is held until project completion. **Superintendent Recommended Approval.**

Chairman Searcy asked where does the \$12,234.46 go. Mr. Morrison explained that the funds will go to projects on the unfunded list. He explained that since it is a capital fund, it remains as such. Chairman Searcy called for a MOTION. Mr. Frost moved approval for the Final Payment to Close Construction, LLC. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

IX. SUPERINTENDENT'S REPORT

Dr. Rendell wanted to give kudos to Mr. Morrison for his leadership and supervision with employee benefits and taking over the Open Enrollment. He also shared the difference in last year's handout versus this year's more comprehensive booklet that went out to everyone. Dr. Rendell has turned the discussion over to Mr. Morrison. Mr. Morrison reviewed the dates, times, and communications of the open enrollment and how things will be handled a little differently due to miscommunication in the past. He went on to answer all questions the Board Members had. Vendors will also be present. Appreciation went to many for the assistance in distribution and communication.

Dr. Rendell wanted to recognize our Public Information Officer, Cristen McMillan, on working with Channel 5 on an educational story. Cristen highlighted two of the schools that had incredible turn arounds last year: Dodgertown Elementary and Vero Beach Elementary. This was aired tonight on the 5:00 p.m. news and again at 11:00 p.m.

Dr. Rendell shared a video clip on the Solar Eclipse that will be taking place on August 21, 2017. He also reviewed how the School District of Indian River County will handle this educationally and safety wise. Chairman Searcy commented about the time frame of the Eclipse. Dr. Rendell said the release time is still under discussion. Mrs. Justice also shared the excitement of this special event.

X. DISCUSSION

Chairman Searcy asked, if there was an Employee Handbook. Dr. Rendell said there is not one. This is something we are working on. In the discussion, Mr. Frost asked a couple of questions regarding the Open Enrollment. Mr. Morrison answered all questions. Mrs. Simchick discussed a misconstrued public comment from a previous personnel agenda. Also, she commended those that attended the Summer Workshop. Chairman Searcy brought up an item that he and Dr. Rendell have recently touched on. The item being a Workers Compensation and what to do to reduce the MOD. This is a group we are in with seven other school districts. Chairman Searcy also brought up the discussion of a dress code. He saw this with Fort Pierce Central High School. He would like for us to look at sprucing up our dress code. Mrs. Justice said two of the middle schools voted for a dress code. The discussion was covered by all Board Members. Mr. Frost also brought up a discussion he had at lunch with a Board Member in Brevard. The program is called Tie something. Mr. Frost thought it was very interesting and could be an item of our positive behavior support.

XI. SCHOOL BOARD MEMBER MATTERS

Mrs. Justice brought up computer matters with the younger students. Working with Mr. Green, they are making great strides with an easier sign on. She went on to cover many of the other functions across the county. Mrs. Justice shared many items she saw while at Sebastian River High School and how hard the students work and continue to work with the bands. She also reviewed the Back-Pack Program, along with other activities she attended with others in the district. Mrs. Simchick wanted to thank the band parents for the time and efforts they put in, as well as the students. Also, be mindful the children are going back to school this coming week. Mrs. Zorc said that the New Teacher Orientation was amazing and the orientation lists for the students that our PIO, Cristen put out on the website. Cristen McMillan spoke up to give Mrs. Poyzell credit for putting the orientation list together. Chairman Searcy shared his experience of touring the Citrus Bowl.

XII. INFORMATION AGENDA

No information items

XIII. SUPERINTENDENT'S CLOSING

This is the last board meeting before the start of school. Mr. Teske and I will be out at the bus compound and wishing the drivers well on the first day. We are in the business for our students. We will meet again after the eclipse on August 22, 2017.

XIV. ADJOURNMENT – Chairman Searcy

Meeting adjourned at approximately 7:17 p.m.

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**Personnel Recommendations**

1. Instructional Changes
2. Instructional Leaves  
Riegger, Emily – Fellsmere Elementary, 8/16/17-10/4/17  
Sabourin, Julia – Citrus Elementary, revised 8/21/17 – 11/14/17
3. Instructional Promotions
4. Instructional Transfers
5. Instructional Separations  
George, Kenneth – Storm Grove Middle, resignation 8/10/17  
Hobbs, Suzanne – Gifford Middle, retirement 8/3/17  
Jiruska, Amanda – Glendale Elementary, resignation 8/8/17  
Vannoy, Holly – Indian River Academy, resignation 5/26/17  
Whyly, Shannon – ESE District Wide, rescinded employment acceptance 8/15/17
6. Instructional Employment  
**Collom, Samantha – ESE, Pre-K Teacher, pending clearance**  
**Matthews, Kristin - ESE, Speech and Language Pathologist, pending clearance**  
**Sherrard, Donna – ESE, Speech and Language Pathologist, pending clearance**  
Smeltzer, Stevan – Storm Grove Middle, Art Teacher 8/23/17
7. Support Staff Changes
8. Support Staff Leaves  
**Bryant, Catina – Transportation, 8/14/17-10/6/17**  
Carter, George – Storm Grove Middle, 8/7/17-10/30/17  
**Miller, Amber – ESE, 9/7/17-10/9/17**  
Scott, Robert – Indian River Academy, 8/14/17-9/25/17  
Smith, Sharquita – Sebastian River Middle, 8/17/17-9/15/17
9. Support Staff Promotions  
Rios, John – VBHS, Head Custodian 8/14/17  
**Seese, Jeffrey – SRHS, Facilities Coordinator 8/9/17**
10. Support Staff Transfers  
Collado, Gilberto – VBHS, Head Custodian to Physical Plant, Plant Operator I 8/9/17

McCombs, Latasha – from SRHS, Media Assistant to Vero Beach Elementary, Media Assistant 8/23/17  
Ward, Trudy – Vero Beach Elementary, Teacher Assistant to Vero Beach Elementary, VPK Teacher Assistant 8/14/17

11. Support Staff Separations

**Butler, Deidre – Transportation, resignation 8/31/17**

Campbell, Tina – Pelican Island, resignation 5/24/17

Harris, Mark – Oslo Middle, resignation 8/4/17

**Wilson Sheena – Storm Grove Middle, resignation 8/14/17**

12. Support Staff Employment

Dunton, Jaret – Citrus Elementary, Extended Day Child Care Assistant 8/23/17

Hau, Christine – Beachland Elementary, Student Monitor 8/23/17

Hawkins, Kim – Vero Beach Elementary, Teacher Assistant 8/23/17

Heath, Judy – Fellsmere Elementary, Food Service Cook 8/23/17

Lewis, Andrew – VBHS, Student Worker Theater Tech 8/23/17

Ponders, Lavette – Dodgertown Elementary, Media Assistant 8/23/17

Stepsis, Jayne – VBHS, ESE Teacher Assistant 8/23/17

Williams, Hillary – Glendale Elementary, Extended Day Program Curriculum Coordinator 8/23/17

13. Administrative Separations

14. Administrative Employment

15. Administrative Leaves

16. Administrative Promotions

17. Approval of Placement in Instructional Substitute Pool

Barkett, Suzanne – Substitute Teacher 8/23/17

**Batory, James – Substitute Teacher 8/23/17**

**Carroll, Diana – Substitute Teacher 8/23/17**

Daugherty, Claire – Substitute Teacher 8/23/17

Helpling, Barbara – Substitute Teacher 8/23/17

Morton, Jacob – Substitute Teacher 8/23/17

Oropallo, Jacqueline – Substitute Teacher 8/23/17

18. Approval of Placement in Support Staff Substitute Pool

Auguste, Nikkita – Substitute Bus Assistant 8/23/17

Hester, Debra – Substitute Bus Assistant 8/23/17



SURPLUS PROPERTY RECORDS ACT  
AUCTION ITEMS - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT		CURR VAL	GL	FUND	SERIAL	ACQ	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
			ORIG VAL	ACCUM DEPR											
00082717	B-218	2007 71 C BLUE BIRD BUS W	68,083.00	68,083.00	.00	1350	530	1BAKGCKA07F2395		04/10/2006	00604598	9999	00	ACT8	
00082718	B-219	2007 71 C BLUE BIRD BUS W	68,083.00	68,083.00	.00	1350	530	1BAKGCKA77F2395		04/10/2006	00604598	9999	00	ACT8	
00082719	B-220	2007 71 C BLUE BIRD BUS W	68,083.00	68,083.00	.00	1350	530	1BAKGCKA97F2395		04/10/2006	00604598	9999	00	ACT8	
00082720	B-221	2007 71 C BLUE BIRD BUS W	68,083.00	68,083.00	.00	1350	530	1BAKGCKA07F2395		04/10/2006	00604598	9999	00	ACT8	
00082721	B-222	2007 71 C BLUE BIRD BUS W	68,083.00	68,083.00	.00	1350	530	1BAKGCKA27F2395		04/10/2006	00604598	9999	00	ACT8	
00082722	B-223	2007 71 C BLUE BIRD BUS W	68,083.00	68,083.00	.00	1350	530	1BAKGCKA47F2395		04/10/2006	00604598	9999	00	ACT8	
00082723	B-224	2007 71 C BLUE BIRD BUS W	68,083.00	68,083.00	.00	1350	530	1BAKGCKA67F2395		04/10/2006	00604598	9999	00	ACT8	
00082724	B-225	2007 71 C BLUE BIRD BUS W	68,083.00	68,083.00	.00	1350	530	1BAKGCKA87F2395		04/10/2006	00604598	9999	00	ACT8	
00082725	B-226	2007 71 C BLUE BIRD BUS W	68,083.00	68,083.00	.00	1350	530	1BAKGCKAX7F2395		04/10/2006	00604598	9999	00	ACT8	
00082726	B-227	2007 71 C BLUE BIRD BUS W	68,083.00	68,083.00	.00	1350	530	1BAKGCKA17F2395		04/10/2006	00604598	9999	00	ACT8	
00082727	B-228	2007 71 C BLUE BIRD BUS W	68,083.00	68,083.00	.00	1350	530	1BAKGCKA37F2395		04/10/2006	00604598	9999	00	ACT8	
00082728	B-229	2007 71 C BLUE BIRD BUS W	68,083.00	68,083.00	.00	1350	530	1BAKGCKAX7F2395		04/10/2006	00604598	9999	00	ACT8	
00083446	CAMERA W/5-CAM	80G REMOVABLE H	2,525.46	2,525.46	.00	1340	530	9760600061		09/15/2006	00702354	9999	00	ACT8	
00083447	CAMERA W/5-CAM	80G REMOVABLE H	2,525.46	2,525.46	.00	1340	530	9760600064		09/15/2006	00702354	9999	00	ACT8	
00083448	CAMERA W/5-CAM	80G REMOVABLE H	2,525.46	2,525.46	.00	1340	530	9760600088		09/15/2006	00702354	9999	00	ACT8	
00084648	B-240	65 CAPACI W/A/C & LIFT	93,448.00	88,775.60	4,672.40	1350	530	4UZABRDJ19CE783		01/31/2008	00708564	9999	00	ACT8	
00086239	AUTOSCRUBBER, 2	COMPLETE W/BATT	13,999.00	13,999.00	.00	1340	530	08-08-00547		09/14/2009	01001201	9999	00	ACT8	
TOTAL			17 RECORDS	932,019.38	927,346.98	4,672.40									

\* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

School District of Indian River County  
SURPLUS REMOVAL REQUEST/TRANSFER FORM

ACT-8

Requesting Facility: Trans. Dept

Transfer To Facility: Surplus

Requesting Person: Richard Trammell

Contact Person: Rhonda Besanem

Property Record #	Item Description (make/model)	Serial #	Condition	Property Records Office use only
82717	B218 Bluebird Vision Cat	1 BAKGCKA07F2395	POOR	
82718	B219 " " "	1 BAKGCKA77F23956	POOR	
82719	B220 " " "	1 BAKGCKA97F239561	POOR	
82720	B221 " " "	1 BAKGCKA07F239562	POOR	
82721	B222 " " "	1 BAKGCKA27F239563	POOR	
82722	B223 " " "	1 BAKGCKA47F239564	POOR	
82723	B224 " " "	1 BAKGCKA67F239565	POOR	
82724	B225 " " "	1 BAKGCKA87F239566	POOR	
82725	B226 " " "	1 BAKGCKAX7F239567	POOR	
82726	B227 " " "	1 BAKGCKA17F239568	POOR	
82727	B228 " " "	1 BAKGCKA37F239569	POOR	
82728	B229 " " "	1 BAKGCKAX7F23970	POOR	
	ALL 2007			

Richard Trammell  
Releasing Signature - Site P.R. Custodian

8/1/17  
Date

Rhonda Besanem  
Receiving Signature

8/1/17  
Date Received

(In addition to this form please enter your electronic work order request to expedite the removal of the items listed above)

Original - Property Records Department  
Copy for your records

ACT-8

School District of Indian River County  
SURPLUS REMOVAL REQUEST/TRANSFER FORM

Requesting Facility: Trans Dept.

Transfer To Facility: Surplus

Requesting Person: Richard Trammell

Contact Person: Rhonda Besancon

Property Record#	Item Description (make/model)	Serial #	Condition	Property Records Office use only
84648	B240 2009 Thomas C2	442ABR0J19CZ278313	POOR	

Richard Trammell  
Releasing Signature - Site P.R. Custodian

8/1/17  
Date

Rhonda Besancon  
Receiving Signature

8/1/17  
Date Received

(In addition to this form please enter your electronic work order request to expedite the removal of the items listed above)

Original - Property Records Department  
Copy for your records

School District of Indian River County  
SURPLUS REMOVAL REQUEST/TRANSFER FORM

ACT-8

Requesting Facility: Trans Dept

Transfer To Facility: Surplus

Requesting Person: Richard Trammell

Contact Person: Rhonda Besanem

Property Record #	Item Description (make/model)	Serial #	Condition	Property Records Office use only
83446	Camera in B218	9760600039	GOOD	
83447	Camera in B219	9760600064	GOOD	
83448	Camera in B220	9760600106	GOOD	

Richard Trammell  
Releasing Signature - Site P.R. Custodian

8/1/17  
Date

Rhonda Besanem  
Receiving Signature

8/1/17  
Date Received

(In addition to this form please enter your electronic work order request to expedite the removal of the items listed above)

Original - Property Records Department  
Copy for your records

ACT-8

School District of Indian River County  
SURPLUS REMOVAL REQUEST/TRANSFER FORM

Requesting Facility: STORM GROVE

Transfer To Facility: PHYSICAL PLANT/SURPLUS

Requesting Person: COUNIE CLARK

Contact Person: JIM BERGMAN

Property Record #	Item Description (make/model)	Serial #	Condition	Property Records Office use only
✓ 810239	POLARFLITE RIDER SCRUBBER	08-08-00547	POOR	

Jan White  
Releasing Signature - Site P.R. Custodian

7/20/2017  
Date

Jim Bergman / Rhonda Besanem  
Receiving Signature

7/20/2017  
Date Received

(In addition to this form please enter your electronic work order request to expedite the removal of the items listed above)

Original - Property Records Department  
Copy for your records

SURPLUS PROPERTY RECORDS RCY  
EQUIPMENT TO RECYCLE - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT		CURR VAL	GL	FUND	SERIAL	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
			ORIG VAL	ACCUM DEPR										
00082831	HP LASERJET	380	1,318.00	1,318.00	.00	1383	530	CNTCH28354	08/07/2006	00610897	9999	00	RCY8	
00085382	HP MOBILE WIREL	SOLUTION 30 NOT	1,150.00	1,150.00	.00	1383	530	N/A	11/10/2008	00902714	9999	00	RCY8	
00085464	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE836SQ3D	12/10/2008	00902594	9999	00	RCY8	
00085466	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE836SQ4V	12/10/2008	00902594	9999	00	RCY8	
00085467	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE8371736	12/10/2008	00902594	9999	00	RCY8	
00085479	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE836S9WO	12/10/2008	00902594	9999	00	RCY8	
00085480	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE837552Q	12/10/2008	00902594	9999	00	RCY8	
00085484	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE836S9JW	12/10/2008	00902594	9999	00	RCY8	
00085512	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE837551C	12/10/2008	00902593	9999	00	RCY8	
00085513	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE83754Y8	12/10/2008	00902593	9999	00	RCY8	
00085515	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE836SQ3R	12/10/2008	00902593	9999	00	RCY8	
00085516	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE836SQ27	12/10/2008	00902593	9999	00	RCY8	
00085517	HP ELITEBOOK	69 LAPTOP W/8 CELL	.00 *	.00	.00	1383	530	2CE836SQ2V	12/10/2008	00902593	9999	00	RCY8	
00085517	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE836SQ2V	12/10/2008	00902593	9999	00	RCY8	
00085519	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE836SQ40	12/10/2008	00902593	9999	00	RCY8	
00085520	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE83754VH	12/10/2008	00902593	9999	00	RCY8	
00085522	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE837550G	12/10/2008	00902593	9999	00	RCY8	
00085523	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE836S9L1	12/10/2008	00902593	9999	00	RCY8	
00085524	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE83754VN	12/10/2008	00902593	9999	00	RCY8	
00085526	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE837550T	12/10/2008	00902593	9999	00	RCY8	
00085527	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE837554Z	12/10/2008	00902593	9999	00	RCY8	
00085528	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE836SQ2K	12/10/2008	00902593	9999	00	RCY8	
00085529	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE8375550	12/10/2008	00902593	9999	00	RCY8	
00085530	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE837551G	12/10/2008	00902593	9999	00	RCY8	
00085533	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE837550Y	12/10/2008	00902593	9999	00	RCY8	
00085534	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE837551S	12/10/2008	00902593	9999	00	RCY8	
00085535	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE837550W	12/10/2008	00902593	9999	00	RCY8	
00085536	HP ELITEBOOK	69 LAPTOP W/8 CELL	1,150.00	1,150.00	.00	1383	530	2CE836SQ2D	12/10/2008	00902593	9999	00	RCY8	
	TOTAL	28 RECORDS	31,218.00	31,218.00	0.00									

RCY-8

School District of Indian River County  
SURPLUS REMOVAL REQUEST/TRANSFER FORM

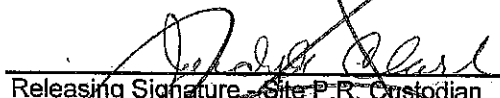
Requesting Facility: ACE

Transfer To Facility: Warehouse / Surplus

Requesting Person: Judy Clark

Contact Person: Judy Clark

Property Record #	Item Description (make/model)	Serial #	Condition	Property Records Office use only
000082831	HP Printer Color LaserJet 3800dn	CNTC #28354	Obsolete	

  
Releasing Signature - Site P.R. Custodian

8/1/2017  
Date

  
Receiving Signature

8/1/17  
Date Received

(In addition to this form please enter your electronic work order request to expedite the removal of the items listed above)

Original - Property Records Department  
Copy for your records

RCY-8

School District of Indian River County  
SURPLUS REMOVAL REQUEST/TRANSFER FORM

Requesting Facility: SRMS  
Requesting Person: Carole Jones

Transfer To Facility: Warehouse Surplus  
Contact Person: Carole Jones

Property Record #	Item Description (make/model)	Serial #	Condition	Property Records Office use only
1	✓ 85382 ✓ Hp mobile wireless Solution Laptop Cart	N/A	obsolete	
2	✓ 85536 ✓ Hp elite Book 6930p Laptop	2ce8365Q2D	obsolete	
3	✓ 85517 ✓ " " " "	2ce8365Q2V	obsolete	
4	✓ 85526 ✓ " " " "	2ce837550T	obsolete	
5	✓ 85519 ✓ " " " "	2ce8365Q40	obsolete	
6	✓ 85512 ✓ " " " "	2ce837551C	obsolete	
7	✓ 85527 ✓ " " " "	2ce837554Z	obsolete	
8	✓ 85515 ✓ " " " "	2ce8365Q3R	obsolete	
9	✓ 85534 ✓ " " " "	2ce837551S	obsolete	
10	✓ 85535 ✓ " " " "	2ce837550W	obsolete	
11	✓ 85524 ✓ " " " "	2ce83754VN	obsolete	
12	✓ 85529 ✓ " " " "	2ce8375550	obsolete	
13	✓ 85513 ✓ " " " "	2ce83754Y8	obsolete	
14	✓ 85516 ✓ " " " "	2ce8365Q27	obsolete	
15	✓ 85464 ✓ " " " "	2ce8365Q3D	obsolete	
16	✓ 85467 ✓ " " " "	2ce8371736	obsolete	

Carole Jones  
Releasing Signature - Site P.R. Custodian

8/2/2017  
Date

[Signature]  
Receiving Signature

08/02/2017  
Date Received

(In addition to this form please enter your electronic work order request to expedite the removal of the items listed above)

Original - Property Records Department  
Copy for your records



RCY-8

School District of Indian River County  
SURPLUS REMOVAL REQUEST/TRANSFER FORM


Requesting Facility: SRMS

Transfer To Facility: Warehouse / surplus

Requesting Person: CAROLE JONES

Contact Person: Carole Jones

Property Record #	Item Description (make/model)	Serial #	Condition	Property Records Office use only
17	85523 ✓ HP ELITEBOOK 6930p Laptop	2Ce83659L1	Obsolete	
18	85528 ✓ " " "	2Ce8365Q2K	Obsolete	
19	85480 ✓ " " "	2Ce837552Q	Obsolete	
20	85479 ✓ " " "	2Ce83659W0	Obsolete	
21	85466 ✓ " " "	2Ce8365Q4V	Obsolete	
22	85484 ✓ " " "	2Ce83659JW	Obsolete	
23	85522 ✓ " " "	2Ce83755Q5	Obsolete	
24	85520 ✓ " " "	2Ce8375516	Obsolete	
25	85530 ✓ " " "	2Ce83754VH	Obsolete	
26	85533 ✓ " " "	2Ce837530Y	Obsolete	

  
Releasing Signature - Site P.R. Custodian

8/2/2017  
Date

  
Receiving Signature

08/02/2017  
Date Received

(In addition to this form please enter your electronic work order request to expedite the removal of the items listed above)

Original - Property Records Department  
Copy for your records

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## DUAL ENROLLMENT AGREEMENT

Indian River State College  
And  
School Board of Indian River County

Whereas, Section (s) 1007.271 (21), **Florida Statutes**, requires state colleges and school districts to develop comprehensive Dual Enrollment articulation agreements, the **District Board of Trustees for Indian River State College**, hereinafter referred to as the **TRUSTEES**, and **The School Board of Indian River County, Florida** hereinafter referred to as the BOARD, have made the following determinations:

- A) Terms of this Agreement shall commence July 1, 2017 or on the last date approved by either party, whichever is later and end June 30, 2018 unless terminated as hereinafter provided.
- B) Annual meetings shall take place between representatives from both institutions to review this Agreement to assure both parties that it continues to serve their mutual interests and provide student opportunities.
- C) Either party shall have the right to terminate this Agreement by delivery of written notice to the other party not less than ninety (90) days prior to the effective date of said termination.
- D) The parties through this Agreement recognize that as provided under Section (s) 1007.271 (21), F.S., and SBE Rule 6A-14.064, accelerated mechanisms such as Dual Enrollment/Early College and advanced (college-level) instructional programs for qualified students from the School District enhance learning opportunities and are required to be made available for those students.
- E) The parties will adopt an Agreement as provided in Section 1007.271 (21), F.S., and SBE Rule 6A-14.064, including:
  - 1. College Credit Dual Enrollment
  - 2. Vocational Credit Dual Enrollment
- F) As required by the Florida Legislature, the BOARD shall pay the standard tuition rate per credit hour from funds provided in the Florida Education Finance Program to Indian River State College (IRSC) for instruction taking place on any IRSC campus. For 2017 - 2018, the standard college credit tuition rate at a Florida College System institution (F.S. 1009.23) is \$71.98 per credit hour or \$2.33 per vocational clock hour. Online dual enrollment courses which originate at an IRSC campus and are taught by IRSC faculty are subject to this provision. Indian River State College will invoice the school district for dual enrollment courses taken by high school students on IRSC campuses. The College will invoice for the total number of credits taken by high school students during the

Fall and Spring Semesters. There will be no billing for dual enrollment courses conducted during the Summer Semesters.

- G) The College's invoice for dual enrollment will itemize the following information:
- Student's name;
  - Prefix and title of dual enrollment course;
  - High School Name;
  - Number of credits;
  - Total number of credits for all students, and;
  - Total amount due.
- H) Courses taught on an IRSC approved secondary school campus, by one of the high school's regular teachers who has been interviewed by, certified by, and approved by Indian River State College are not subject to tuition charges. Because the instructor would be a certified IRSC adjunct faculty member, he/she must adhere to the College's rules, regulations, policies and practices in the same manner as any other IRSC adjunct faculty member. This includes attending an annual meeting, using the departmentally selected learning resources, curriculum, learning outcomes assessments, Learning Management Systems (LMS) and all other requirements as specified by the College.
- I) A school district may not deny a student access to dual enrollment unless the student is ineligible to participate in the program subject to provisions specifically outlined in this Agreement.
- J) As of Fall 2015 semester, all dual enrollment students must complete IRSC's New Student Orientation, either online or in a live presentation format. New Student Orientation is required for all new IRSC students and includes information on college policies, procedures, resources, expectations, and other essential items that help support student success.
- K) As of Spring 2016 semester, all new (first-time) dual enrollment students must complete SLS 1101 – Student Success during their first semester of dual enrollment or will be ineligible to continue dual enrollment courses in future semesters. Students who have participated in IRSC's dual enrollment program prior to the spring 2016 semester are encouraged to enroll in the course but are not required to do so. An unweighted high school GPA of 3.0 is needed to participate in this course.

**NOW, THEREFORE**, the parties agree as follows:

**ARTICLE I. Ratification of Existing Agreements:** All existing dual enrollment agreements between the TRUSTEES and the BOARD are hereby modified to conform to the terms of this agreement and the appendices of this document.

**ARTICLE II. Program Description:** In accordance with Section 1007.271 (21), F.S., SBE Rule 6A-14.064, the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward both high school completion and a career certificate or high school completion and an associate degree. Dual enrollment, an articulated accelerated mechanism offered jointly by the TRUSTEES and the BOARD shall broaden the scope of curricular options available to students and increase the depth of study available for a particular subject by offering college credit and post-secondary vocational courses to eligible high school students as provided in the Dual Enrollment Agreement. Stipulations regarding course content, program requirements, student evaluation, faculty credentials, college environment, and strategic planning for dual enrollment courses are covered in SBE Rule 6A-14.064 adopted by the State BOARD of Education.

Section 1007.271(21), F.S. requires school districts to “weigh dual enrollment courses the same as advanced placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation, weighting systems that discriminate against dual enrollment courses are prohibited.”

Course Lists: Any college credit course comprising 3 credits or higher and/or any vocational clock hour course comprising 75 hours or higher that is listed in the State Common Course Numbering System (SCNS) for postsecondary credit can be considered for Dual Enrollment. Courses that meet high school graduation requirements are listed in the DUAL ENROLLMENT COURSE EQUIVALENCY LIST. All high schools shall accept these postsecondary courses toward meeting the requirements of Section 1003.43, F.S.

Physical Education, College Preparatory courses, and private music lessons are excluded from this Agreement. Any changes necessary during the academic year will be mutually agreed upon by the articulation representatives of Indian River State College and the School District. Approval of courses for dual enrollment does not guarantee applicability toward satisfaction of eligibility requirements for Florida Bright Futures scholarships. Those requirements should be checked with the Bright Futures Office.

Course Credit: According to Section 1007.271 (21), F.S., students who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours, after school hours, and during the summer. Students who complete a three (3), four (4), or five (5) credit dual enrollment course at IRSC with a passing grade will earn at least one-half (1/2) credit in the designated subject

towards the high school diploma unless credit is otherwise assigned by the DUAL ENROLLMENT EQUIVALENCY LIST.

College Guidance:

- 1) Dual enrollment students will be assigned an IRSC advisor during their first term of enrollment. They will meet with their advisor to create a guided pathways plan based upon their academic and career goals. This plan will then be used by the student and the high school counselor in subsequent semesters to determine appropriate dual enrollment courses to be taken.
- 2) Dual enrollment students will be able to access their guided pathways plan online via the IRSC website where it can be utilized to search for available classes each semester.
- 3) This plan will ensure that dual enrollment students remain “on-track” for a college degree. High school counselors are responsible for ensuring that all applicable high school graduation requirements are met with the exception of courses dropped without notification to the counselor.
- 4) Dual enrollment students complete the registration process by selecting appropriate college classes, in consultation with their high school counselor and their assigned college advisor, based upon their guided pathways plan. Upon selection of the classes, they may register online, and submit the Dual Enrollment Registration Form (IRSC68) with appropriate signatures to any IRSC campus. Submission of this form ensures that applicable fees for approved courses are exempted.
- 5) IRSC provides high school counselors with online access to:
  - The student’s guided pathway plan
  - Transcript of grades
  - Student degree audit, test scores and placement values
  - Academic planning comments
  - Student class schedule
  - Email links to the student’s IRSC counselor/advisor
  - Electronic notification of student withdrawals and drops from IRSC Dual Enrollment classes.

Notice to Participate: Students, parents, and school counselors will be notified by IRSC on the opportunities to participate in Dual Enrollment classes by:

- 1) Providing information sessions to be held at all IRSC campuses during the Spring Semester of each academic year.
- 2) The Office of Enrollment Management at IRSC, Campus Provost, or other IRSC

representatives visiting each high school to provide enrollment support and information to the high school guidance counselors.

- 3) Enrollment Management coordinating efforts to answer questions, provide materials, and direct inquiries from students and parents interested in dual enrollment.
- 4) Sending students and/or parents a letter informing them of the student options to participate in dual enrollment.
- 5) Hosting a guidance counselor conclave in the fall or spring semester each year to update and inform area high school counselors of dual enrollment opportunities for students as well as other opportunities at IRSC.

Eligibility and Access: Students must meet the following eligibility criteria

- 1) Be enrolled as a student in a Florida public or nonpublic secondary school (grades 6-12), or in a home education program
- 2) Have a 3.0 unweighted high school grade point average (GPA) based on four high school credits, in order to enroll in college credit courses, or a 2.0 high school unweighted GPA to enroll in career technical education clock hour dual enrollment courses
- 3) For college credit courses, achieve a minimum score on the PERT, a common placement test pursuant to Rule 6A-14.064, Florida Administrative Code. Students may substitute the appropriate scores from a state-approved standardized test (ex. Enhanced ACT or SAT) to qualify for specific college credit dual enrollment courses. Current ACT and SAT scores for college-level readiness are located at the following IRSC webpage:

<http://www.irsc.edu/uploadedFiles/Admissions/AssessmentServices/Placement-Information-For-PERT-CPT-ACT-SAT.pdf>

*(Scores are subject to change based on state approved standards. Dual enrollment students are encouraged to take PERT exam at local school district sites.)*

- 4) Must complete dual enrollment application/permission forms with all appropriate signatures.
- 5) Must complete course registration forms with all appropriate signatures.
- 6) Must complete any applicable vocational assessment (i.e. TABE).
- 7) Meet any additional eligibility criteria specified by the postsecondary institution in the Dual Enrollment Articulation Agreement and
- 8) Cannot be scheduled to graduate prior to the completion of the dual enrollment course
- 9) Students with a GPA lower than the requirements stated may enroll in dual enrollment classes pending documentation of approval from school district

officials and the college approved representative.

- a. Exceptions to the GPA requirement may be granted by an IRSC Dean/Provost/IRSC Approved Representative upon the recommendation of the high school guidance counselor.
  - b. Decision will be based on high school justification, academic rigor of the course, placement scores, and other academic history.
  - c. Effective with the Spring 2016 semester, new dual enrollment associate in arts degree-seeking students are required to complete SLS1101 – Student Success during their first semester of attendance. An unweighted high school GPA of 3.0 is required to participate in this course.
- 10) Students who have accumulated twelve (12) college credit hours and have not yet demonstrated proficiency in all of the basic competency areas of reading writing and mathematics must be advised in writing by the School District of the requirements for Associate degree completion and state university admission, including information about future financial aid eligibility and the potential costs of accumulating excessive college credit, as outlined in Section 1009.286 F.S.

Student Support: High school counselors and IRSC Enrollment & Student Support staff members will work together to ensure that each student meets the academic eligibility requirements for dual enrollment courses. High school guidance counselors are responsible for assisting the student to identify college courses that also meet high school graduation requirements; see Dual Enrollment Course Offerings on the IRSC Dual Enrollment Page at the college website:

<https://www.irsc.edu/uploadedFiles/Programs/DualEnrollment/dual-enrollment-courses.pdf>

**Student Standards of Conduct** (as taken from IRSC’s Student Handbook): The College looks upon its students as mature individuals at an age of responsibility for their own actions. The following regulations were designed by the students, staff, and faculty in order to insure compliance with state and county laws and to promote the safe, efficient operation of the College. Violations of these regulations will be referred to the Vice President of Student Affairs for appropriate action, which may include a Student Affairs Committee. Failure to respond to a summons by letter, telephone call, or message delivered by an IRSC employee concerning a matter of conduct is considered a violation of the student code of conduct. (See Administration of Student Discipline)

**IRSC Board Policy Number 6Hx11-7.24 Student Standards of Conduct**—Any student who accepts the privilege of enrollment at Indian River State College is deemed to have given his or her consent to adhere to the policies of the College and the laws of the State of Florida. Students shall conduct themselves in a manner compatible with the College’s function as an educational institution.



Student Standards of Conduct are applicable on campus, at off campus locations or activities, and while using College facilities or equipment. Each student shall assume responsibility for familiarity with College policies and agree to the highest moral and ethical standards of conduct including, but not limited to the following:

- To uphold and abide by all College policies and procedures including those of the Campus Coalition Government;
- To respect each student's right to learn in all educational environments;
- To participate and contribute to class discussions and activities to the best of his or her ability;
- To make responsible use of all College facilities and equipment including electronic communications with faculty, staff, and other students;
- To demonstrate respect towards faculty, staff, administrators, and other persons employed by the College;
- To respect instructor grading policies and to adhere to the highest standards of academic honesty;
- To acknowledge and comply with reasonable requests for student assistance or service by College personnel whenever possible;
- To extend courtesy, integrity, and good citizenship to all individuals at the College;
- To refrain from engaging in activities or conduct that might discredit or disrupt the College or its employees, students, and visitors.

**Misconduct for which students are subject to discipline falls into the following categories:**

- A. Dishonesty, such as cheating, plagiarism, or knowingly furnishing false information to the College.
- B. Forgery, alteration, or misuse of College documents, records, or identification.
- C. Obstruction or disruption of teaching, research, administration of disciplinary procedures, or other College activities, including its public service functions, or conduct which threatens or endangers the health or safety of any such persons.
- D. Theft or damage to property of the College or of a member of the College community or campus visitor.
- E. Unauthorized entry to or use of College facilities.
- F. Violation of College policies or of campus regulations including campus regulations concerning the registration of student organizations; the use of College facilities; or the time, place, and manner of public expressions.
- G. Consumption, use, possession, distribution or involvement with alcohol, illegal drugs or substances, (e.g. heroin, cocaine, LSD, barbiturates, hallucinogen's, narcotics, marijuana) or presence when/ where these substances are being used or consumed.
- H. Disorderly conduct or lewd, indecent, or obscene conduct or expression on College-owned property or at College-supervised functions.
- I. Failure to comply with directions of College officials acting in the performance of their duties.
- J. Conduct which adversely affects the student's suitability as a member of the

academic community. Students who aid others in disciplinary infractions are also subject to disciplinary action.

- K. Acts of sexual assault/battery (rape) or other forms of sexual misconduct, including harassment, exploitation, intimidation, or coercion.

IRSC Enrollment & Student Services and advising staff will:

- 1) Make sure dual enrollment students are properly identified as such in the IRSC registration system.
- 2) Ensure that an individualized student guided pathways plan is developed and implemented for each dual enrollment student.
- 3) Provide ongoing advisement to students regarding their progression in College courses and programs.
- 4) Provide the school district with the student's grades at the end of the term electronically through the state FASTER system.
- 5) Provide Dual Enrollment students with the use of all of IRSC academic support resources. Students are encouraged to utilize services such as: Career & Transfer Center, Academic Support Centers (ASC), and Libraries.
- 6) Students may also access the IRSC website for detailed information on degrees, programs, and resources.
- 7) Indian River State College provides reasonable accommodations to students with documented disabilities through the Educational & Student Services/Student Accessibility Services Office.
  - i. Listed below are some of the services available to eligible students:
    1. Notetakers
    2. Testing Accommodations
    3. Use of Equipment and Assistive Technology
    4. Readers
    5. Scribes
    6. Sign Language Interpreters
    7. Alternative Text

Student Records: The parties may provide personally identifiable student records to each other in the performance of this agreement. Such records are provided pursuant to Section 1002.22, F.S., and 20 U.S.C.A. 1232g.

Each party further agrees to comply with Section 1002.22, F.S., and 20 U.S.C.A. 1232g, including but not limited to provisions related to confidentiality, access, consent, length of retention and security of student records.

Instructional Quality and Evaluation: The TRUSTEES shall accept the responsibility for all courses and certification of faculty as prescribed in SBE Rule 6A-14.064 Credit Dual Enrollment and by the Southern Association of Colleges and Schools Commission on College's Principles of Accreditation.

- 1) In all cases, faculty must meet IRSC faculty credentialing criteria based on

SACSCOC Guidelines. These IRSC criteria apply to all faculty teaching postsecondary courses regardless of the physical location of the course being taught.

- i. IRSC at the request of high school principal/designee will work together to identify teachers for dual enrollment courses. The adjunct faculty certification process must be completed by August 1st to be eligible to teach for the Fall Semester and by November 1st to be eligible for the Spring Semester. Each prospective teacher must complete the steps of the adjunct faculty certification process. High School site dual enrollment instructors must contact IRSC instructional dean/designee to inquire about additional training sessions required for specific disciplines.
  - ii. Additional training is required for SLS1101 instructors.
- 2) Indian River State College, as the postsecondary institution awarding credit, shall ensure that all faculty teaching dual enrollment courses meet these qualifications. All instructors must be certified by the TRUSTEES.
- 3) If the parties agree to utilize instructors employed by the BOARD, those instructors shall meet the same IRSC certification qualifications as other instructors employed by the TRUSTEES.
- 4) IRSC and the School District shall collaborate to ensure full compliance with all IRSC faculty certification procedures, and SACSCOC Principles of Accreditation.
- 5) The President or designee, for the TRUSTEES, shall assign the instructors for all classes offered in accordance with this agreement.
- 6) A passing grade in a dual enrollment course indicates mastery of the performance standards for the course.
- 7) Those classes offered in a high school setting will maintain a collegial atmosphere with minimum interruptions in instructional time as established by SBE Rule 6A-14.064.
  - i. Service region public school districts are approved to offer up to four (4) dual enrollment courses and four (4) sections of that dual enrollment course at high school site within an academic year. IRSC discipline instructional deans and/or provost will have the authority to override course limit if requested by school district designee and must be approved by SACSCOC if thresholds are met.
  - ii. Secondary Schools must submit course request to IRSC instructional Dean and/or Provost Office(s) being considered to take place on high school sites. A list of provost/instructional dean contact information is listed, in DE Administration Handbook.
- 8) IRSC and secondary schools shall collaborate to ensure full compliance with SACSCOC standards regarding the number of college credit courses which may be offered on a high school site prior to seeking Substantive Change approval.
  - i. IRSC instructional deans/designee must be granted unrestricted

unannounced access to high school dual enrollment classes to observe quality of instruction.

- 9) IRSC shall provide all instructors teaching dual enrollment courses with the approved course plans, syllabi, course objectives, learning outcomes assessments, and final exams.
- 10) All instructors teaching dual enrollment courses shall provide a copy of any amended course syllabus to the appropriate IRSC Department Chair or Academic Dean prior to the start of each term.
- 11) All adjunct faculty teaching dual enrollment courses shall be provided with electronic access to the IRSC Adjunct Faculty Handbook and IRSC Student Handbook.
- 12) Secondary schools that do not have a signed dual enrollment agreement with Indian River State College cannot offer a dual enrollment course(s)/labs. A Students enrolled in such classes/labs will not receive credit from IRSC.

Responsibilities:

- 1.) Students enrolled in dual enrollment classes in accordance with this Agreement are exempt from payment of registration, matriculation, and laboratory fees.
- 2.) Insurance fees will be paid by the student unless the BOARD provides appropriate insurance for coverage.
- 3.) Students and/or the BOARD are responsible for transportation to and from dual enrollment classes.
- 4.) The President or designee, for the TRUSTEES, shall have the responsibility for selection of textbook and courses materials in accordance with this Agreement.
- 5.) The BOARD is responsible for providing instructional materials used in courses offered in accordance with this Agreement. The President or designee, for the TRUSTEES, and the Superintendent or designee, for the BOARD, shall mutually approve and agree upon procedures and conditions for the purchase, resale, and any reimbursement for instructional materials.
- 6.) All textbooks and reusable course materials become property of the BOARD at the end of the course and must be returned to the school by the student using the course materials.
- 7.) The BOARD shall be responsible for payment of instructors employed by the BOARD for courses offered in accordance with this agreement.
- 8.) Class size, locations and time of course offerings will be approved by the President or designee, for the TRUSTEES.
- 9.) Academic policies including grading, course withdrawals and repeats, and attendance will be in accordance with the College Catalog for Indian River State College, SBE Rule 6A-14.064.
  - i. School District advisors/counselors and IRSC advisors/counselors will work collaboratively to ensure students' dual enrollment registration eligibility.
- 10.) Students and parents shall sign acknowledgement of the following college course-level expectations:

- a. Students must register for courses by the deadline established by the school district. Registration deadlines established by the school district, however, cannot exceed the last date of registration allowed by IRSC. School districts without established deadlines shall use IRSC's established deadlines.
- b. Any letter grade below a "C" will not count as credit toward satisfaction of the requirements of SBE Rule 6A-10.030 F.A.C.; however, all grades are calculated into a student's GPA and will appear on the college transcript.
- c. All grades, including "W" for withdrawal, become part of the student's permanent college transcript and may affect subsequent postsecondary admission.
- d. College course materials and class discussions may reflect topics not typically included in secondary courses. College courses will not be modified to accommodate variations in student age and/or maturity.
- e. Courses will be selected to meet degree/certificate requirements in order to minimize student and state costs for excess hours.
- f. Students who withdraw from a course, or fail a course, cannot take additional dual enrollment classes until they have retaken and completed the course, or an alternative course jointly agreed upon by the student and high school guidance counselor, at their own expense or during the summer when no tuition is charged to the school district. Dual enrollment students must adhere to all of the College's withdraw procedures including talking with their instructor before withdrawing from a course.
- g. Students will be limited to a maximum of 60 credit hours of dual enrollment. At the request of the school district, exceptions can be made for students graduating high school in 2016 and 2017. A request must be made in writing from a school district official. Requests must be sent to IRSC's Vice President of Enrollment & Student Services.
- h. First time dual enrollment students cannot participate in more than 2, 3 credit courses during their first semester. One of the two courses must be SLS 1101.
- i. Students recommended for secondary school expulsion and who are assigned to an alternative school setting may be ineligible for dual enrollment while attending the assigned alternative school. Students enrolled in dual enrollment courses prior to an assignment at an alternative school may be permitted to complete their dual enrollment course(s) but may not be permitted to enroll in additional classes as previously described.
- j. School districts must notify IRSC's Vice President of Enrollment & Student Services if one of their participating dual enrollment students has been expelled from his/her secondary school.
- k. Indian River State College must notify the appropriate school

district if a dual enrollment student is expelled from the College.

- I. Dual Enrollment students are expected to contact their instructor if they are having challenges in a specific course. As such, the student, and not a parent or guardian, should address concerns, complaints, and challenges.

- 11) Grades awarded by IRSC are not subject to change by the BOARD or its representatives, including a "W". State BOARD Rule 6A-1.09941, F.A.C., *State Uniform Transfer of High School Credits*, establishes uniform procedures related to the high school's acceptance of transfer credit for students in Florida's public schools.

Financial Arrangements – Tuition and Cost Sharing:

- 1) When dual enrollment instruction is provided on the high school site by an Indian River State College faculty member, the school district shall reimburse the costs associated with the proportion of salary and benefits and other actual costs of the college to provide the instruction. On-line dual enrollment courses which are taught by an Indian River State College faculty member are subject to this provision.
- 2) When a dual enrollment course is held on the high school campus and instruction is provided by school district faculty, the School Board of Indian River County is only responsible for the College's actual costs associated with offering the program. Indian River State College and the school district agree to share in these other actual costs; therefore, no charges will be assessed. On-line dual enrollment courses which are taught by School Board of Indian River County faculty approved by IRSC to teach the course are subject to this provision.
- 3) The College will invoice the school district twice, on October 20, 2017 and on February 16, 2018 during the 2017-18 school year. The invoice is payable 30 days from the date of the invoice and will include the details previously listed in the agreement on pages 1 and 2.
- 4) Payments by check is the preferred method of payment. For payments made via credit card, a surcharge of 2.6% of the total amount due will be added."

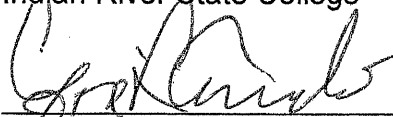
**ARTICLE III. Evaluation of the Agreement:** This agreement shall be renewed annually unless both parties request a change or termination, in which case a change or termination will be given in writing by either party with ninety (90) days prior to such change or termination taking place. Evaluation of the Agreement will take place throughout the school year and include identifying problems, taking corrective actions, new strategies, and associated costs to implement those strategies. New courses will be added to the *DUAL ENROLLMENT EQUIVALENCY LIST* once approved by the DOE.

This Agreement is subject to all pertinent state and federal laws and regulations of

the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated there under. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations.

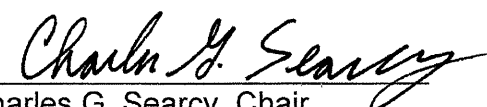
**IN WITNESS WHEREOF**, the parties have caused this instrument to be signed in their respective names by their proper official, under these official seals, the day and year written below:

THE DISTRICT BOARD OF TRUSTEES  
Indian River State College


  
\_\_\_\_\_  
Jose Conrado, Chair

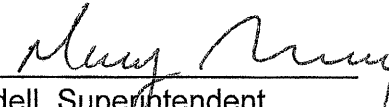
Date: 8-22-17

SCHOOL BOARD OF  
Indian River County

  
\_\_\_\_\_  
Charles G. Searcy, Chair

Date: 8-22-17

Attest:   
\_\_\_\_\_  
Edwin R. Massey, President

Attest:   
\_\_\_\_\_  
Dr. Rendell, Superintendent

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**Agreement between Gaetz Aerospace Institute,  
Embry-Riddle Aeronautical University and  
The School Board of Indian River County, Florida  
Academic Years 2017-2020**

**THIS AGREEMENT** made and entered into and effective on the date of final execution (herein the “Effective Date”) and between The School Board of Indian River County, a school board within the State of Florida (hereinafter referred to as the **DISTRICT**), and Embry-Riddle Aeronautical University, a not-for-profit corporation organized and existing under the laws of the State of Florida (hereinafter referred to as **ERAU**), to conduct work of mutual interest, which will be identified in a Statement of Work and Budget and Additional Terms and Conditions attached hereto and identified as Attachments A and B, respectively.

**ERAU and the DISTRICT** shall be referred to individually as “Party” and collectively as “Parties”.

**WHEREAS**, The parties hereto desire to enter into a Cooperative Agreement for the education of secondary school-age students in order to provide college level courses and credit for high school graduation through the Career Dual Enrollment (DE) provision, pursuant to Florida Statute 1007.271, and applicable Florida Law. This agreement may also provide secondary students with advance high school programming in aerospace studies for high school credit, teacher technical training and professional development, and STEM outreach.

**NOW THEREFORE**, in consideration of the mutual promises herein made, it is agreed between the Parties hereto as follows:

**ARTICLE 1.0 SCOPE OF SERVICES**

1.1 The Parties agree to identify, define, develop, and implement activities, as described in the Statement of Work and Budget and the Additional Terms and Conditions as described in Attachments A and B incorporated herein by reference.

1.2 The following schools have been identified as locations providing dual enrollment, and high school course work to support career pathways and STEM outreach.

<b>SCHOOL:</b>	<b>VERO BEACH HIGH SCHOOL</b>
<b>PRINCIPAL CONTACT:</b>	<b>SHAWN O’KEEFE</b>
<b>CTE CONTACT:</b>	<b>MICHAEL ZOLLER</b>

<b>SCHOOL:</b>	<b>SEBASTIAN RIVER HIGH SCHOOL</b>
<b>PRINCIPAL CONTACT:</b>	<b>TODD RACINE</b>
<b>CTE CONTACT:</b>	<b>JAMES LANDIS</b>

**ARTICLE 2.0 TOTAL AMOUNT ALLOTTED**

The Parties will enter into a Firm Fixed Price agreement with ERAU for work under this Agreement and affix the amount to this Agreement as a Budget, attached hereto as Attachment A and incorporated herein by this reference.

**ARTICLE 3.0 INVOICING**

ERAU shall submit invoices to the DISTRICT, and the DISTRICT shall pay ERAU for its performance of the services in accordance with the terms set forth in Attachments A and B.

Invoices shall be submitted to:

Name & Title: Dr. Michael Arnett, Director of CTE  
DISTRICT: The School District of Indian River  
County  
Add 1: 6500 57<sup>th</sup> Street  
Vero Beach, FL 32967  
Add 2:  
Phone: (772) 564-3100  
Email: [Michael.arnett@indianriverschools.org](mailto:Michael.arnett@indianriverschools.org)

Payment shall be remitted to:

Tara Barber, Special Projects  
Accountant  
Embry-Riddle Aeronautical  
University  
600 S. Clyde Morris Blvd  
Daytona Beach, FL 32114-3900  
386-226-6254  
barbert8@ERAU.edu

**ARTICLE 4.0 PAYMENT**

4.1 The DISTRICT will make payment for the academic year in accordance with Attachment A and any addenda to this Agreement entered into by both Parties.

4.2 Payments for verified invoices for the academic school year (ASY) will be due as follows:

Date of Final Execution	40% of total amount due for ASY
First business day in March	35% of total amount due for ASY
First business day in May	25% of total amount due for ASY
Upon Receipt of Certification	5% Cape Certification due for ASY
Dollars in Fall 2018 if Applicable	

**ARTICLE 5.0 EQUIPMENT**

ERAU shall provide equipment and textbooks at no cost to the District. However, once the partnership between ERAU and the District ends, all equipment and textbooks must be returned to ERAU within 30 days of request by ERAU.

## **ARTICLE 6.0 TERM AND TERMINATION**

6.1 This Agreement shall commence on the date of final execution and shall remain in effect until June 30, 2020, unless terminated earlier as provided in this Agreement or extended by the Parties in writing.

6.2 Either party shall have the right to terminate this Agreement for its convenience, in whole, or in part, at any time with at least thirty (30) business days notice prior to the end of the semester for ERUA.

6.3 A material breach shall include, but not be limited to, the following:

6.3.1 A Party becomes bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed to its business, or voluntary or involuntary petition in bankruptcy is filed, or proceedings for the reorganization of the other Party are instituted.

6.3.2 Loss of funding.

## **ARTICLE 7.0 CONFIDENTIAL INFORMATION**

7.1 The Parties agree that during the course of this Agreement, the Parties may disclose to each other certain Confidential Information. Confidential Information would include cost and budget information, courseware, insights into future plans by either Party, or other information that would expand the financial accountability of either Party beyond that required by the law and its internal procedures, or that would reveal that information to the public media, competitors, and/or other school DISTRICTs negotiating similar programs with ERAU. Subject to and only to the extent permitted by Chapter 119, Florida Statutes, any Party receiving Confidential Information shall hold such information in strictest confidence, shall not transfer by any means the said information to any third Parties without prior written consent of the disclosing Party, and shall not use or reproduce the said information for any purpose other than as reasonably required for the performance of the Agreement.

7.2 Subject to and only to the extent permitted by Chapter 119, Florida Statutes, each Party hereto shall at all times take all reasonable precautions which are necessary, useful, or desirable in order to prevent the disclosure or unauthorized use of Confidential Information of the other Party, and shall allow access to and disclosure of such information only to those of its employees as is specifically required for the purpose for which it is provided, and shall take responsible steps to ensure that all such employees are made aware of and comply with the receiving Party's obligations hereunder.

7.3 The foregoing obligations of confidentiality, use, and non-disclosure shall not apply to any information provided by the disclosing Party to the extent that the receiving Party can prove that:

7.3.1 Such information has been developed independently by one Party and was lawfully in its possession prior to the receipt thereof,

7.3.2 Such information lawfully is or became public knowledge through no breach of this Agreement by the receiving Party;

7.3.3 Such information is lawfully provided to the receiving Party without restriction by a third Party; or

7.3.4 Such information is required to be disclosed by law.

7.4 The parties recognize that DISTRICT is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Terms of this Agreement. To the extent ERAU provides DISTRICT any information which it believes is confidential or exempt, ERAU shall notify DISTRICT of the specific information that it believes is confidential, as well as the basis for the exemption. To the extent that ERAU maintains information which is subject to public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Pursuant to the terms of this Agreement, ERAU may receive from the DISTRICT records that may be exempt from public release, including but not limited to, personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as under Sections 1002.22 and 1002.221, Florida Statutes. ERAU acknowledges and agrees that it may use such information only for the purposes for which the disclosure was made and may not disclose the information to any other party without the prior written consent of the DISTRICT. ERAU shall not allow anyone to obtain access to personally identifiable information from education records, or other exempt records, except in strict accordance with the requirements, if any, established by the DISTRICT in writing. Upon termination of the Agreement, ERAU shall, at the election of the DISTRICT, either destroy or return to the DISTRICT, all such information in its possession, if any, and confirm the same in writing to the DISTRICT. Notwithstanding any provision to the contrary contained in this Agreement, ERAU shall indemnify and hold the DISTRICT and its officers and employees harmless for any violation of this covenant, including but not limited to defending the DISTRICT and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the DISTRICT, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the DISTRICT arising out of the breach of this covenant by ERAU. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon ERAU until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

#### **ARTICLE 8.0 LIMITATION OF LIABILITY**

The Parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the Parties agree that DISTRICT's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. These limitations will apply for all claims, including without limitation, contract, warranty, indemnity, tort (including derelict and negligence), and strict liability howsoever caused or incurred for any reason

whatsoever. Nothing in this Agreement shall waive the sovereign immunity of the DISTRICT except to the extent waived in Section 768.28, Florida Statutes.

**ARTICLE 9.0 NOTICES**

9.1 No notice or communication pertaining to this Agreement, except as provided in Paragraph 3 herein, shall be deemed to have been duly given by the Parties, unless addressed as follows or to such other address, individual or telecopy number as may be designated by notice given by a Party to the other Party from time to time:

**ERAU:** Nanette Guzman  
Director – Office of Sponsored Research Administration  
600 S. Clyde Morris Boulevard  
Daytona Beach, Florida 32114-3900  
guzmann2@ERAU.edu  
Phone: (386) 226-7695  
Fax: (386) 226-4901

**DISTRICT:** The School District of Indian River County, FL  
Name & Michael Arnett  
Title Director of Career and Technical Education  
Add. 1: 6500 57<sup>th</sup> Street, Vero Beach, FL 32967  
Add. 2:  
Email: Michael.arnett@indianrivierschools.org  
Phone: (772) 5643196

9.2 Any such notice, request, requirement, approval, permission, consent or other communication in connection with this Agreement shall be given in writing and, if delivered by hand shall have been so delivered, or by registered mail shall be deemed to have been received by the addressee on the day on which it shall have been received, or if faxed, shall be deemed to have been received by the addressee upon electronic acknowledgement.

**ARTICLE 10.0 RELATIONSHIP OF THE PARTIES**

The Parties hereto shall act as independent contractors and nothing herein contained shall be construed as creating any other relationship between the DISTRICT and ERAU, nor shall it be construed as creating any relationship with the other Party's employees. Each Party agrees that none of its employees is an employee or agent of the other Party. No Party hereto shall, without the prior written consent of the other Party, enter into any contract or commitment in the name of or on behalf of the other Party or bind the other Party in any manner whatsoever.

#### **ARTICLE 11.0 COMPLIANCE WITH LAWS**

11.1 The Parties shall comply with any laws, rules, and regulations in force in the location where the Program is performed, as well as codes of conduct, if any, concerning security and safety of its employees or representatives.

11.2 At all times relevant hereto, ERAU shall maintain all appropriate occupational and professional licenses as necessary to fulfill its obligations under this Agreement.

#### **ARTICLE 12.0 STANDARDS OF CONDUCT**

The Parties recognize that the standards of deportment and conduct for faculty and students in the GAI must be appropriate to the requirements of a professional education program and the Federal, State, and local laws applicable to public education in the DISTRICT. The Parties further agree that the more stringent of the standards of deportment and conduct established for GAI in general and in the ERAU Student Handbook available at <http://www.erau.edu/aerospace-institute/students-instructors/student-handbook/index.html> will govern behaviors in the GAI.

#### **ARTICLE 13.0 DISPUTE RESOLUTION**

13.1 The Parties agree that any disputes between them arising from, related to, or in connection with this Agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws, jurisdiction and venue of the United States of America, State of Florida, without regard to otherwise applicable choice of law provisions.

13.2 In case of dispute that cannot be resolved by mutual agreement, the Parties agree to good faith efforts to resolve any disputes between them by means of mediation using a mutually agreed mediator. Each side shall bear its own costs and expenses. Nothing about this provision shall bar either Party from seeking appropriate injunctive relief in Florida courts to prevent an imminent, irreparable harm.

#### **ARTICLE 14.0 INDEMNIFICATION**

As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, and without waiving the limits of sovereign immunity as set forth in section 768.28, Florida Statutes each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. In no event shall either party be liable to the other under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect, consequential, collateral or similar damages, each of which is hereby excluded by agreement of the parties regardless of whether or not such party has been advised of the possibility of such damages.

#### **ARTICLE 15.0 FORCE MAJEURE**

No Party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such Party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a Party's financial condition or negligence). Except as expressly provided otherwise in Agreement, dates and times by which any Party is required to perform and obligations under this Agreement and the Statement of Work shall be postponed automatically to the extent and for the period of time that such Party is prevented from meeting such obligation by reason of any cause beyond its reasonable control, provided the Party prevented from performing its obligations notifies the other Party immediately of the commencement and nature of such cause and the probable consequences thereof with appropriate details, and provides further that such Party will use reasonable efforts to comply with its obligations in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are available.

#### **ARTICLE 16.0 ASSIGNMENT**

The Parties acknowledge that this Agreement has been entered in consideration of the Parties mutual confidence in each other and the Parties are unwilling to proceed on the basis set out in this Agreement with any other person save and except as expressly provided herein. Consequently, neither this Agreement nor any of the respective rights or obligations of the Parties hereunder or benefit or advantage received, may be assigned, given, sold, bargained sublet, or otherwise disposed of, in whole or in part, by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld or unduly delayed.

#### **Article 17.0 Florida Statute 1011.62 (10)(o)**

An amendment to 1011.62(1)(o), F.S., added provisions to allow for funding of CAPE Industry Certifications and CAPE Acceleration Industry Certifications earned through dual enrollment. CAPE industry certifications earned through dual enrollment must be reported and funded pursuant to s. 1011.80. However, if a student earns a certification through a dual enrollment course and the certification is not a fundable certification on the postsecondary certification funding list, or the dual enrollment certification is earned as a result of an agreement between a school district and a nonpublic postsecondary institution, such as this, the bonus value shall be funded in the same manner as other nondual enrollment course industry certifications. In such cases, the school district may provide for an agreement between the high school and the technical center, or the school district and the postsecondary institution may enter into an agreement for equitable distribution of the bonus funds.

Several ERAU courses have Industry Certification preparation embedded in their course work.

For the purposes of this Agreement, if dual enrollment certification is earned on ERAU courses with CAPE certifications, the equitable distribution of funds is set at 5% to

ERAU in year 1; To Be Determined in year 2; and To Be Determined in year 3. Each year's percentage will be dictated based on the availability of state grant dollars. Districts are encouraged to utilize Industry Certifications as a means for future sustainability.

**Article 18.0 Complete Agreement**

18.1 This Agreement supersedes all previous agreements between the Parties related to the subject matter hereof and represents the entire understanding between the DISTRICT and ERAU in relation to the subject matter dealt with herein.

18.2 This Agreement shall not be amended or modified, and no waiver of any provision shall be effective, unless set forth in a written instrument authorized and executed with the same formality as this Agreement.

**Remainder of Page is Blank**



IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers or representatives.

**For Embry-Riddle Aeronautical University**

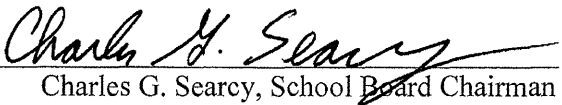
**For Embry-Riddle Aeronautical University**

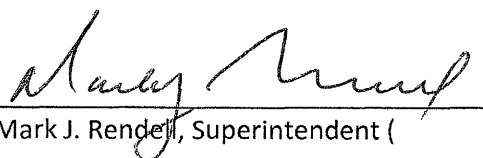
\_\_\_\_\_  
Date Colleen Conklin, Executive Director, Gaetz Aerospace Institute

\_\_\_\_\_  
Date Dr. Tim Brady, Interim Chancellor

\_\_\_\_\_  
Date Nanette Guzman, Director, Office of Sponsored Research Administration

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

\_\_\_\_\_  
Date   
Charles G. Searcy, School Board Chairman

8/23  
Date   
Dr. Mark J. Rendell, Superintendent (

**Attachment A**

**Statement of Work and Budget**

**AY 2017-2018 Course Sections**

2017 Fall Semester/Spring Semester 2018

1. High School Course Sections	0
2. Dual Enrollment Course Sections	4
<b>Total Sections</b>	<b>4</b>

Course Monitor Fees	\$400
Faculty Costs	\$0
Fringe Benefits	\$65
Dual Enrollment Section Cost	\$2,000
High School Section Cost	\$0
<b>Subtotal</b>	<b>\$2,465</b>
<b>Indirect Costs</b>	<b>\$567</b>
<b>Total Price</b>	<b>\$3,032</b>

*Grant funds will cover the cost of all technical training, travel for professional development, equipment, supplies, textbooks, teacher stipends, program management, student industry certification exams and programs in UAS and Private Pilot Ground school, teacher industry certification exams and training programs in UAS and Private Pilot Ground School, professional industry conferences when possible and other aviation opportunities as they may arise.*

**Payment**

The DISTRICT will make payment for each academic school year in accordance with this schedule and any addenda to this contract entered into by both Parties. Payments will be due as follows:

Date of Final Execution	<u>\$1,212.80</u>	(40% of total due)
March 01	<u>\$1,061.20</u>	(35% of total due)
May 01	<u>\$ 758.00</u>	(25% of total due)
<b>Sub-total Due</b>	<b>\$3,032.00</b>	
<b>Total Due</b>	<b>\$3,032.00</b>	+ 5% of Cape Certification Dollars upon receipt of funds in Fall of 2018

**Terms and Conditions  
Attachment B**

**Additional Terms and Conditions**

**Purpose**

Dual enrollment courses are postsecondary courses that eligible students can take to earn both secondary and college or career certificate credit facilitating accelerated progress toward a post-secondary certificate or degree. The Gaetz Aerospace Institute (GAI) of Embry-Riddle Aeronautical University (ERAU), Contract Committee meets annually in the spring to go over the current year's agreements and discusses changes that are required due to changes in statute or rule and any changes desired by either the school district or the college. A draft document is prepared by University personnel and sent to all members of the Committee for additional changes or approval. Once the document is in its final draft, copies are sent to the school districts to take to their School Boards for approval and signatures. Once approved and signed, copies are sent to Embry-Riddle Aeronautical University (ERAU) to be approved and signed by designated ERAU personnel. Signed hard copies are mailed to the school district personnel.

The Agreement is completed annually by July 1 of each year.

**A. A ratification or modification of all existing agreements**

Once the Agreement is signed by both parties, the Agreement will be active for the upcoming academic year and provide two optional years that will become active only after an amendment is signed with an updated Statement of Work (SOW). This Agreement covers **dual enrollment**, but also course work to support career pathways, outreach and teacher preparation. Legislative changes that occur after the final draft of this document which impact the 2017-2020 academic year will take precedence.

**B. A description of the process by which students and their parents are informed about opportunities for student participation in the dual enrollment program**

1. References to *students* in this document mean any student enrolled in a GAI - ERAU course.
2. GAI will provide information to the secondary schools regarding requirements for participation in, and the educational benefits to be derived from dual enrollment.

3. The secondary schools, in turn, will utilize printed, published, electronic, or other media to notify students and their parents or guardians of the opportunity to participate in these programs. The secondary schools will additionally provide information, using these same methods, to students and their parents or guardians, of the eligibility criteria for participation in these programs.
4. GAI will post application deadlines and registration dates on its dual enrollment website.
5. GAI's Program Coordinators, Faculty and staff will work with district and school officials on targeted dual enrollment recruiting activities.

**C. A delineation of courses and programs available to students eligible to participate in dual enrollment, outreach and career pathway courses.**

1. Courses to be provided by GAI under this Agreement will be mutually agreed upon by GAI and the School District, and will avoid unnecessary duplication of existing courses. Current law allows for any course in the Statewide Course Numbering System, with the exception of remedial courses and Physical Education skills courses, to be offered as dual enrollment.
2. GAI will furnish each school with a copy of the current courses (and URL for Web access) with descriptions for each course in which a student may be enrolled. Specific courses to be provided on school campuses in the participating districts shall be mutually agreed upon by the School Board and GAI.
3. Students (age 18) who wish to take college credit courses that contain a study abroad or travel component (during summer only) must receive the permission of their secondary school principal, parent/guardian and the School District before participating. If the permission is granted, the student shall be exempt from the payment of the registration, matriculation and laboratory fees. However, the student is responsible for the full cost of travel to include meals, lodging, and transportation.

**D. A description of the process by which students and their parents exercise options to participate in the dual enrollment program**

Students and the parent/guardian of students wishing to pursue participation in the GAI program must contact their secondary school guidance counselors to discuss admissions criteria and to obtain the necessary application information.

1. Application Process - Students interested in enrollment must meet with

their secondary school guidance counselor or principal for permission to participate in the program. Students must submit the GAI paper application complete with parent signature. Applications for new students must be submitted to instructors within 10 days of the start of the semester for the student to be eligible to enroll in courses.

Once the instructor has verified the paper application is complete, ***the student must complete the online application*** by accessing the link on the GAI website. Special care should be taken to enter information correctly; this will create the official ERAU student account. The student will receive an email from ERAU with their student ID number and instructions to activate their ERNIE account once their application has processed.

The student is responsible for providing any documents needed for eligibility. This may include secondary school transcripts or placement test scores.

All documentation must be received by ERAU by the posted deadlines. If a student does not meet eligibility criteria or does not submit paperwork by the posted deadline, they will not be eligible to enroll.

2. Registration - GAI brochures will be provided to guidance counselors by ERAU to better help students and parents understand the requirements, admission, enrollment, procedures, and benefits of program participation.

Instructors will supply their students with the correct course and section number during open registration and students will self-register online. Students should verify their enrollments by logging in to their ERNIE accounts and reviewing their student center records. Students are held to the GAI academic calendar and deadlines. Any schedule changes must be made by the published deadlines. It is the student's responsibility to notify ERAU's GAI office if they change schools or withdraw from secondary school.

3. Withdrawal Process – dual enrollment students will follow the university's withdrawal policy. Students have the option to withdraw from a course(s) within the withdrawal period. The student must see their guidance counselor to complete the withdrawal form. The student and counselor must sign the form and send to the ERAU – GAI dual enrollment Specialist to process. Forms must be received by the withdrawal deadline. The student will receive a W on their transcript for the attempt in the course. Students who withdraw two times are no longer eligible to participate in the program.

Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in a course if

the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered.

In addition, a student will be sanctioned accordingly if found to violate any of the ERAU student code of conduct standards as outlined in the ERAU Student Handbook. This could include a sanction ranging from a warning to permanent dismissal from ERAU. <http://daytonabeach.erau.edu/Assets/daytonabeach/forms/daytonabeach-student-handbook.pdf>

Each course taken through dual enrollment will count toward the student's total attempted hours once they graduate secondary school. If the student takes unnecessary course work, it could impact Federal Financial Aid and university excess hour fees in the future. It is the responsibility of school guidance counselors to share this information with parents.

4. Grade Distribution - All students enrolled in dual enrollment classes will be graded on the same basis as other college students in the same courses. GAI will assign letter grades to each student/course and the letter grade assigned shall be posted to the student's secondary school transcript by the school district. Grades will be electronically transmitted securely by GAI to the student's secondary school for posting.

**E. A list of any additional initial student eligibility requirements for participation in the dual enrollment program**

1. Student eligibility requirements for initial and continued enrollment in career certificate dual enrollment courses must include a 2.5 unweighted high school grade point average. Exceptions to the required grade point averages may be granted on an individual student basis if the educational entities agree and the terms of the agreement are contained within the dual enrollment articulation agreement
2. The secondary schools shall identify those students qualified and interested in participation of dual enrollment classes. The secondary school administrators will approve student eligibility for participation in these classes. The student must be enrolled in their County Public School System or Private School Organization and must be working towards a secondary school diploma to participate in dual enrollment.
3. Parent/Guardian signature is required on the application.
4. Dual enrollment courses are weighted at least at the honors level on the secondary school transcripts. Any course taken becomes a permanent part of the student's academic record. Students will earn secondary school and college credit for the course dual enrollment (concurrent enrollment). If a

student does not successfully complete their course(s) it could affect future financial aid eligibility.

5. Students are held to the GAI academic calendar and deadlines. Any schedule changes must be made by the published deadlines. It is the student's responsibility to notify the GAI office if they change schools or withdraw from secondary school.
6. Students who earn an "F" grade in a course are no longer eligible to enroll in GAI courses.
7. Students who earn a "D" grade may retake that one class. Courses may only be repeated once.
8. Students who take dual enrollment classes are in actual college classes. They are not easier because the student is still in secondary school. The college's accreditation agency requires all students to be held to the same requirements.
9. Students must be labeled as at least a sophomore in secondary school for consideration for dual enrollment courses. Students are no longer eligible for dual enrollment once they successfully complete 4 years of enrollment in secondary school or graduation, whichever comes first. Any exceptions to the requirements must be approved by both the secondary school and GAI.
10. Students who will graduate from secondary school prior to completion of the post-secondary course may not register for the course through dual enrollment. This means that secondary school seniors may NOT take a Summer A course as dual enrollment or as a regular college student since they have not officially graduated from secondary school prior to the start of that term.

**F. A delineation of the secondary school credit earned for the passage of each dual enrollment course**

1. The school district will ensure that appropriate secondary school credit will be awarded upon successful completion of dual enrollment classes.

**G. A recommended procedure for informing students and their parents of college-level course expectations**

1. GAI will supply secondary school guidance counselors with dual enrollment brochures which include application instructions to inform students/parents of the requirements and benefits of participation in the program.
2. Instructors will remind students that dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-dual enrollment postsecondary instruction. Instructors will provide students with a course syllabus outlining course requirements.

3. Students are informed that they should plan to study at least two to three hours outside of class for every hour they are in the class to be successful in college level courses. In addition, guidance counselors should inform parents that dual enrollment courses become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

**H. The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual student basis**

There will be no exception made to the required grade point averages for academic or career dual enrollment without prior approval by both GAI and the HS administration.

1. The registration policies for dual enrollment courses as determined by the postsecondary institution.
2. Dual enrollment students will follow the college's procedures for drop, withdrawal and petition policies.
3. The beginning and ending dates of courses offered during the regular day in the secondary school facilities will follow the secondary school schedule and calendar.

**I. Exceptions, if any, to the professional rules, guidelines, and expectations stated in the faculty or adjunct faculty handbook for the postsecondary institution**

ERAU employees serving as dual enrollment faculty in the GAI approved to teach college courses under this Agreement will annually attend a new faculty or adjunct orientation conducted by GAI where they will receive a copy of the Gaetz Faculty Guidebook, which includes the Web address of the Student Handbook, add/drop, withdrawal, and grading policies, as well as the ERAU Student Code of Conduct and critical dates. These instructors are expected to adhere to the professional guidelines, rules, and expectations presented in each handbook.

**J. Exceptions, if any, to the rules, guidelines, and expectations stated in the student handbook of the postsecondary institution which apply to faculty members**

1. The School Board shall annually assess the demand for dual enrollment and provide that information to GAI for assistance in planning classes in the ERAU scheduling system.
2. GAI shall be responsible for ensuring that the quality of instruction provided to dual enrollment students is comparable to that afforded other



ERAU students. To this end, the following will apply to dual enrollment courses taught on secondary school campuses:

- a. Dual enrollment faculty shall be provided with a full-time ERAU faculty contact or liaison in the discipline they are teaching.
  - b. Dual enrollment faculty shall be provided a copy of course plans, objectives and relevant ERAU Institutional Master Course Outline (MCO's). These objectives and outcomes must be included in the course syllabus.
  - c. The course syllabus must be provided to students and filed with the GAI discipline chairperson prior to the start of each term. Content of the syllabus must meet the same criteria as required for all college courses offered at ERAU.
  - d. Textbooks and instructional materials used in dual enrollment courses must be the same or comparable with those used in courses taught on the ERAU Daytona Beach campus. If not identical, they must be approved by the discipline chairperson at the college.
  - e. For academic disciplines where a departmental exam is used, the final exam will be provided to the dual enrollment faculty by ERAU prior to the scheduled administration dates.
3. The secondary school administration will recommend qualified secondary school teachers as instructors for dual enrollment courses. To be qualified, faculty selected to teach dual enrollment classes must submit an adjunct application to their administrative contact at GAI ERAU, along with their postsecondary transcripts. The instructors must meet ERAU faculty credentialing requirements set by Southern Association of Colleges and Schools (SACS) Commission on Colleges' *Principles of Accreditation: Foundations for Quality Enhancement, 2012 Edition* (section 3.7.1).
  4. In the absence of qualified secondary school instructors, ERAU may provide adjunct instructors to teach dual enrollment courses on secondary school campuses.
  5. GAI secondary school instructors who teach dual enrollment courses will be evaluated by the secondary school administration using the district-wide evaluation instrument. These instructors shall also be observed for evaluative purposes by a GAI Regional Manager, or faculty liaison in accordance with GAI faculty evaluation processes. Secondary school faculty that instruct an ERAU course will follow the school board's guidelines for the performance of employees when evaluating these dual

enrollment instructors. Copies of Instructor performance evaluations will be maintained by the district and ERAU. This will include following the procedures for sharing and discussing the performance assessment tool/process with those being evaluated at least 20 days prior to the classroom observation;

- a. scheduling the observation in advance;
- b. providing a copy of the performance assessment to the instructor within ten (10) working days after the observation;
- c. allowing the instructor to submit a written rebuttal to be placed with the assessment document in his/her personnel file housed in the Human Resource Office at ERAU;
- d. And allowing the instructor the right to inspect, review, and copy the contents of his/her personnel file. Results of GAI's observation will be shared with the district administrator.

6. Dual enrollment courses taught on a secondary school campus may not be combined with any non-college credit secondary school course.
7. As is appropriate for college-level study, course materials and class discussions may reflect topics not typically included in secondary courses that some parents may object to for "minors." Courses are not to be modified to accommodate variations in student age and/or maturity.
8. Any course-, discipline-, college-, or system-wide learning assessments required by the college in non-dual enrollment sections of a course shall also be administered in all dual enrollment sections of the course.
9. GAI shall analyze student performance in dual enrollment course offerings on secondary school and college campuses to ensure that the level of preparation for future success is comparable with non-dual enrollment college students. Analyses and recommendations shall be shared and reviewed with principals and school district administrators.
10. IMPORTANT: If a secondary school wants to offer 30 credits or more on their campus, they must submit a request to ERAU's Senior Vice President for Academic Affairs at least 9 months in advance. If approved by ERAU officials, the secondary school and school district administrators will work with college officials to create and submit a "substantive change" to SACS. Approval must be received from SACS before the additional courses on the secondary school campus may be advertised or offered.

**K. The responsibilities of the school district regarding the determination of student eligibility before participating in the dual enrollment program and the monitoring of student performance while participating in the dual enrollment program**

1. Student screening for eligibility and participation is the responsibility of the secondary school principals according to district and state requirements.
2. The secondary school counselor shall identify those students qualified to participate in dual enrollment classes on a semester basis and will verify their continued eligibility throughout their participation. This verification will be conducted after grades are posted each semester. The counselor will notify GAI's dual enrollment officer when a student's eligibility status changes.
3. The secondary school counselor will work with students to include dual enrollment course plans to minimize enrollment in a random selection of ERAU-GAI courses.
4. GAI instructors will provide academic advising services to dual enrollment students, monitor their progress and attendance in dual enrollment classes, and provide progress and attendance reports to their secondary school at the college mid-term and upon completion of the college term.
5. Students and their parents will be informed of college-level course expectations.
6. Students attending dual enrollment classes held in secondary school facilities during regular school hours will be subject to the school district and FAA attendance policies when applicable. Required documentation of enrollment will be reported to the school district's MIS offices and ERAU Records office.
7. Students may enroll in courses conducted during school hours or extended school hours. However, if the student is projected to graduate from secondary school before the scheduled completion date of a post-secondary course, the students may not register for that course through dual enrollment. The student may apply to ERAU and upon admission and special permission by the Office of Admissions, may register and pay the required tuition and fees.
8. **CODE OF STUDENT CONDUCT:** Students taking dual enrollment classes on their secondary school campus will be subject to their school district's code of conduct. If a student in secondary school class is found to have plagiarized any portion of his/her course work or assignments, the instructor will notify ERAU's Dean of Students and the student will be subject to the same disciplinary actions as other students taking courses on the ERAU campus, regardless of disciplinary action is taken by their

school district. If a student is disruptive to the learning process through their classroom behavior so that the progress of other students or the efficient administration of the course is hindered, a student may lose the opportunity to participate in the dual enrollment course, regardless of eligibility requirements for continued enrollment.

9. **STUDENT RECORDS:** The parties may provide personally identifiable student records to each other in the performance of this Agreement. Such records are provided pursuant to Section 1002.22(3)(d), Florida Statutes, and 20 U.S.C.A. 1232g Each party further agrees to comply with Section 1002.22, Florida Statutes, and 20 U.S.C.A. 1232 f, including but not limited to provisions related to confidentiality, access, consent, length of retention, and security of student records.

**L. The responsibilities of GAI regarding the transmission of student grades in dual enrollment courses to the school district.**

1. Students with unsatisfactory progress reports should be counseled by the secondary school guidance counselor immediately upon receipt of the college reports.
2. All students enrolled in dual enrollment classes will be graded on the same basis as other college students in the same courses. GAI will assign letter grades to each student/course and the letter grade assigned shall be posted to the student's secondary school transcript by the school district. Instructors will submit grades to the student's secondary school and to ERAU.
3. If a dual enrollment student earns an F grade in any course(s) during one semester he/she will no longer be eligible to participate in dual enrollment. A student who earns a D grade will be permitted to retake that one course if offered, course may only be repeated once.

**M. Accountability**

This Agreement and the policies and allocation of responsibility shall be effective upon being signed by the representative authorized to commit the school districts and Gaetz Aerospace Institute of Embry-Riddle Aeronautical University, but shall be executed before registration for the fall term of the following school year. Courses of study and programs are to be incorporated into the Agreement before instruction begins. This Agreement shall be valid for the 2017-2020 academic school year.

**CERTIPOINT AUTHORIZED TEST CENTER™ AGREEMENT**

**This CATC™ AGREEMENT** (the “Agreement”), is entered into as of the last date indicated below (the “Effective Date”), by and between Certiport®, a business of NCS Pearson, Inc., a corporation organized under the laws of the State of Minnesota, United States of America, having its principal offices at 5601 Green Valley Drive, Bloomington, Minnesota, 55437 (“Certiport”), and the School Board of Indian River County, a school district organized under the laws of the State of Florida having its principal offices at 6500 57th Street, Vero Beach, FL 32967, (“Company” or “Licensee”) recognized hereinafter as a “CATC™.”

**WHEREAS**, Certiport is an independent provider of educational, assessment and certification programs and related products and services; and

**WHEREAS**, Company owns and operates a multiple testing centers with facilities that meet Certiport’s testing center technical requirements, as well as the CATC™ Guidelines, Policies, and Procedures described in Exhibit A and Company desires to have its facilities, listed in Exhibit D, recognized and appointed by Certiport as “CATC’s™” in the Territory and/or Sector(s) as described in Exhibit B;

**NOW, THEREFORE**, the parties agree as follows:

1. **Definitions.** The following terms shall have the following meanings for the purpose of this Agreement:
  - 1.1. “Assessment Exam” means any test that is intended to measure the skill, knowledge, intelligence, capacity or aptitude of the Examinee with respect to the subject matter thereof.
  - 1.2. “CATC™” means Certiport Authorized Test Center, a party authorized pursuant to a license granted by Certiport to act as a testing center under the name “CATC™” to administer the Certiport Pathway Solutions and Methods.
  - 1.3. “CATC™ Policies, Guidelines and Procedures” or “the Guidelines” are minimum standards that Certiport requires all CATC™s meet and which are designed to ensure that Examinees are afforded the best possible training and examination environment, as further described in Exhibit A.
  - 1.4. “CATC™ Requirements” means minimum technical standards required by Certiport to be possessed by CATC™s in order to ensure an appropriate and effective education and testing environment for Examinees. Certiport reserves the right to change the CATC™ Requirements, set forth at the [www.Certiport.com](http://www.Certiport.com) under Support Center.
  - 1.5. “Certification Exam” means a proctored certification examination intended, if passed, to attest to the competence of the Examinee with respect to the subject matter thereof.
  - 1.6. “Certiport Authorized Distributor” or “Distributor” means Certiport Authorized Resellers and/or Certiport Authorized Solution Providers.
  - 1.7. “Certiport Authorized Reseller” means a company that meets the criteria for country-level sales, and marketing of Certiport Pathway Solutions & Methods to customers.
  - 1.8. “Certiport Authorized Solution Provider” means a company that meets the criteria for country-level sales, marketing, training and support of Certiport Pathway Solutions & Methods to customers.

- 1.9. “Certiport Authorized Test Center Agreement” means the agreement between Certiport and a CATC™ authorizing the CATC™ to administer and deliver Assessment Exams and Certification Exams using the “CATC™” name.
- 1.10. “Certiport Exam Proctor” or “Proctor” means an individual who shall be trained by the CATC™ to be responsible for ensuring that Exams are conducted according to Certiport’s standards.
- 1.11. “Certiport Pathway Solutions & Methods” or “Pathway Solutions & Methods” means the Certiport Products and Services as well as the training materials, systems training, operation and installation methodologies related to the Programs and/or Certiport Products and Services.
- 1.12. “Certiport Products and Services” or “Products or Services” means the Training Materials, the Certification Exams, the Assessment Exams, the Practice Tests, and related products and services developed or distributed by Certiport from time to time.
- 1.13. “Certiport Technology” is defined as, without limitation, all intellectual property including patents, trademarks, media, software, business plans or methods, customer lists, Training Materials and Certiport Products and Services developed and owned or licensed by Certiport. As between the parties, Certiport has and shall retain exclusive ownership of all rights, title and interest in and to Certiport Technology. To the extent that Company may be deemed to have any ownership interest in or to the Certiport Technology, Company hereby assigns and transfers to Certiport all such rights, title and interest that Company may have in such materials. Company acknowledges and agrees that it does not have any right, title or interest, and will not claim any, in or to the Certiport Technology or any derivative work based thereon, and that this Agreement does not create or vest in it any right, title or interest in the Certiport Technology, or any derivative work based thereon. Certiport expressly reserves all rights in the Certiport Technology not expressly granted to Company in this Agreement.
- 1.14. “Data Processor” means Certiport and Company.
- 1.15. “Dispute” has the meaning set forth in Section 18.
- 1.16. “Effective Date” means the date set forth in the first paragraph above.
- 1.17. “Exam Expiration Date” means the last date on which an Exam within a particular Program may be administered by a CATC™.
- 1.18. “Examinee” means the end user of the Certiport Pathway Solutions & Methods.
- 1.19. “Exams” means Certification Exam(s) and/or Assessment Exam(s).
- 1.20. “Personal Data or Examinee Personal Data” means any information relating to an identified or identifiable Examinee.
- 1.21. “Practice Tests” means Certiport-owned or licensed products that prepare Examinees for Certification Exams by simulating the look, feel, timing and scoring of Certification Exams.
- 1.22. “Processing” means any operation or set of operations which is performed upon Examinee Personal Data, whether or not by automatic means, such as collection, use, recording, organization, storage, retrieval, or disclosure by transmission, (“Process”, “Processes” and “Processed” shall have the same meaning).
- 1.23. “Programs” means the Certification Exam and/or Assessment Exam product groupings that Company has elected to participate in through Certiport’s internet application process.
- 1.24. “Program Sponsors” or “Data Controller” means any company or organization which Certiport represents, including Certiport itself, for the purposes of developing and/or

selling Certiport Products and Services. Program Sponsors or Data Controllers are the organizations that determine the purpose and means of the Processing of Examinee Personal Data and have established certain levels of education, training and/or testing experience necessary to qualify for a specified certification and who have contracted with Certiport to provide electronic testing services to Examinees who are seeking to demonstrate those qualifications. In addition, Certiport delivers computer-based Exams on behalf of itself and may from time to time be the Program Sponsor or Data Controller and a Data Processor.

- 1.25. “Renewal Term” has the meaning set forth in Section 2.
  - 1.26. “Sector” means the market sectors described in Exhibit B attached thereto and hereby incorporated by this reference.
  - 1.27. “Software” means all software provided by Certiport to the Certiport Authorized Distributor, or to CATC™s™ in the Territory, including without limitation, Certiport iQSystem™, Certification Pathways System, and other software related to the delivery and administration of Certiport Products and Services.
  - 1.28. “Support Staff” has the meaning set forth in Section 7.
  - 1.29. “Territory” means the geographic area described in Exhibit B attached hereto and hereby incorporated by this reference.
  - 1.30. “Training Materials” means any materials in electronic or paper format used for either teaching Examinees the skills covered in Certiport Products and Services, or for training CATC™ employees how to effectively use and incorporate Certiport Pathway Solutions & Methods.
2. **Term**. The term of this Agreement (“Term”) will commence on the Effective Date and will expire one (1) year after the Effective Date, unless terminated earlier as provided in this Agreement. Following the initial Term, this Agreement will automatically renew on the same terms and conditions for successive periods of one (1) year each (“Renewal Term”), unless terminated earlier as provided in this Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.
  3. **License**. Certiport hereby grants to Company a limited, non-exclusive, non-transferable, non-sublicenseable, non-assignable license and right to hold itself out to the general public as a CATC™, subject to the terms and conditions of this Agreement. Company agrees to, in all instances, abide by the terms of Certiport’s Branding Guidelines attached hereto as Exhibit C, and in the event that certain Program Sponsors require Company to do so, Company agrees to execute and abide by that Program Sponsor’s logo license agreement.
  4. **No Authority of Company**. This Agreement does not constitute and shall not be construed as constituting a partnership, franchise, agency or joint venture between Company and Certiport. No party shall have any right to obligate or bind the other party in any manner whatsoever. All personnel of Company, including full and part-time employees and independent contractors, are and shall be considered employees or agents of Company, as applicable. Company assumes sole and full responsibility for their acts and omissions as such acts and omissions may impact Certiport. Company shall at all times during the term of this Agreement maintain such supervision, direction and control over its personnel and shall be solely responsible for the payment to its personnel of the salaries and other compensation and matters relating thereto

(including, if applicable, the withholding and/or payment of all Federal, State and local income, unemployment, social security and other payroll taxes), workers' compensation, disability benefits and all other additional legal requirements of like nature applicable to such personnel.

5. **Duties of Company.**

- 5.1. **General Business Conduct.** Company agrees to conduct business in a manner that reflects favorably at all times on the Certiport Products and Services and the reputation of Certiport and, in connection therewith, not to engage in deceptive, misleading, illegal, or unethical conduct that is or might be detrimental to Certiport or to the Products or Services. Should Company fail to abide by the Guidelines, and/or engage in conduct that reflects unfavorably upon and threatens the name, goodwill, reputation or image of Certiport or any of its affiliates, such conduct shall constitute a breach and shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.2. **Territory and Sector Restrictions.** Company understands and agrees that it shall serve only the Territory and Sectors(s) referenced in Exhibit B and no other without the prior written consent of Certiport. Breach of this provision shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.3. **Compliance with CATC™ Policies.** Company understands and agrees that it must meet the standards set forth in "CATC™ Policies, Guidelines and Procedures" attached hereto as Exhibit A and incorporated herein by reference. Company understands that the Guidelines are designed by Certiport to ensure an appropriate environment for delivery of the Certiport Products and Services and to protect the reputation of Certiport, and Company's agreement to obey the Guidelines is a material inducement to Certiport to enter into this Agreement with Company. Company understands and agrees that Certiport has the right, in its sole discretion, to amend the Guidelines from time to time and shall inform Company of any changes via email. Company's failure to comply with the Guidelines shall entitle Certiport to terminate this Agreement pursuant to Section 16.1.
- 5.4. **Initial Purchase Requirement.** Within thirty (30) days after the Effective Date of this Agreement, Company must purchase a minimum of ten (10) Exams. Purchases may be made from Certiport, or Company's designated Certiport Authorized Distributor. Failure of Company to satisfy this initial purchase requirement within thirty (30) days from execution shall result in a termination by Certiport of this Agreement but shall not relieve Company of its obligation to pay Certiport for all Exams purchased prior to termination. Notwithstanding the foregoing, no initial purchase requirement is required for U.S. federal, state and local government entities.
- 5.5. **Subsequent Purchase(s).** After satisfying its initial purchase requirement, Company may purchase additional Certiport Products and Services directly from Certiport, or Company's designated Certiport Authorized Distributor. In order to remain an active CATC, Company agrees to make an annual minimum purchase of ten (10) Exams. Once purchased, Company is not entitled to a refund of the purchase price of any Exam. Notwithstanding



the foregoing, no annual minimum purchase requirement is required for U.S. federal, state and local government entities.

5.6. Order Procedure, Price, Payment. Company shall purchase Certiport Products and Services only from Certiport via the Certiport web portal, or if the Certiport web portal is not accessible, by telephone or by email; or from Company's designated Certiport Authorized Distributor recognized by Certiport as operating within the territory and/or sector(s) in which Company operates.

5.6.1. Price. The price for all Certiport Products and Services shall be as stated on the Certiport web portal. Certiport may modify, in its sole discretion, pricing of Certiport Products and Services upon thirty (30) days' advance notice to Company.

5.6.2. Payment Terms. When ordering from Certiport directly, Company shall pay for Certiport Products and Services by authorizing Certiport to charge a credit card of Company, or by wire transfer of funds to a bank selected by Certiport. Company shall pay the purchase price for Certiport Products and Services in U.S. Dollars. Company shall pay for all Certiport Products and Services upon purchase, unless Certiport, in its sole discretion, has granted other payment terms to Company. If Company fails to pay said amounts when due, Company shall pay to Certiport a late fee equal to two per cent (2%) per month of the unpaid amount. Certiport may deny Company access to Certiport Products and Services for which payment is past due whether purchased from Certiport, or Company's designated Certiport Authorized Distributor.

5.7. Identification. In all materials generated and published by the Company to market Certiport Products and Services, and in all physical locations used by Company to deliver Certiport Services, Company agrees to identify itself as a "CATC™" with clarity and in accordance with the reasonable instructions of Certiport, and abiding by all logo usage provisions of this Agreement, as amended by Exhibit C hereto. Locations and publications as referenced herein include but are not limited to: commercial listings, directories, stationery, collateral, websites, business cards, advertisements, and office facilities.

5.8. Organizational Summary. Within the first two weeks of each calendar quarter, and immediately upon responsible party contact changes, Company shall update any organizational and contact details that may have changed and which include, but are not limited to: corporate name, corporate owners, address, main telephone number, website URL, iQcenter administrator, IT manager, marketing manager, sales manager, Certified Professional Instructor, or Authorized Instructor, and any additional relevant employee names and their responsibilities as appropriate. (The complete set of required organizational data is found on the Certiport website under the "Contacts" sub-tab found in the "Org Profile" tab while logged in using the Organization Administrator role.) Furthermore, Company agrees to add the contact details of new full-time employees who will be organizational contact points to Company's organizational details on the Certiport website upon their hire.

6. Promotional Material; Advertising. Company agrees to use, in advertising and promoting the Certiport Products and Services, only those materials approved by Certiport in compliance

with Program Sponsor marketing and logo usage guidelines. Should Company wish to use Program Sponsor logos, Company shall notify Certiport and shall sign the Logo License Agreement provided by Program Sponsor prior to using any such logos. Company warrants that it will not use Program Sponsor Logo's without first executing a logo license agreement. Failure to abide by these terms will constitute a breach and result in termination as set forth in Section 16.1.

7. **Support Functions.** Company agrees to ensure that personnel having appropriate skills ("Support Staff") are provided to fulfill Company's duties hereunder. Support Staff may include employees of Company and/or independent contractors of Company. In particular:
  - 7.1. **Certiport Systems Administrator.** Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least one Certiport System Administrator trained and certified in the primary local language of the Territory in which the CATC™ is located. The Certiport System Administrator certification can be obtained by passing the Certiport System Administrator Exam found at [www.certiport.com](http://www.certiport.com).
  - 7.2. **Certiport Exam Proctor.** Company agrees, when the resource to train individuals in the Company's primary local language is made available by Certiport, to have at least one Certiport Exam Proctor trained and certified in the primary local language of the Territory in which the CATC™ is located. The Certiport Exam Proctor certification can be obtained by passing the Certiport Proctor Exam found at [www.certiport.com](http://www.certiport.com).
  - 7.3. **CATC™ Support.** Company agrees to maintain Support Staff that is competent to answer and to use its best efforts to answer, all inquiries from Examinees regarding the Software and/or Certiport Products and Services.
  - 7.4. **Advice to Certiport.** Company agrees to advise and escalate to Certiport promptly concerns about any material information that may come to Company's attention regarding the Certiport Products and Services, including without limitation, charges, complaints, or claims by Examinees and others about the Software and/or Certiport Products and Services.
  - 7.5. **Parental Consent Form.** Before allowing an Examinee under the age of 18 to register and take an Exam, Company shall require the parent/legal guardian of the Examinee to complete and sign a Parental Consent Form. Completed Parental Consent Forms must be retained by Company and made available to Certiport upon request. The parental consent form can be found at [www.Certiport.com](http://www.Certiport.com) by selecting "Exam Policies" under the "Testing Centers" menu item and then selecting the link for "Parental Consent Form".
8. **Processing of Examinee Personal Information.** Certiport and Company have agreed to the following requirements for the processing of Examinee Personal Data in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer of Examinee Personal Data by the Company to Certiport and for the transfer of Examinee Personal Data by Certiport to the Company.

8.1. Company agrees and warrants:

- i. On behalf of the Program Sponsor and Certiport (when acting in the capacity as the Program Sponsor), Certiport instructs Company to process Examinee Personal Data (as applicable) for the purposes of (a) Examinee test registration and scheduling, and (b) transmission of Examinee Personal Data to Certiport. Such processing shall continue for the duration of the CATC Agreement. Types of Examinee Personal Data may include Examinee name, address, identification, test scores; and all other Examinee Personal Data as directed by Certiport.
- ii. Company will process the Examinee Personal Data only on behalf of Certiport and its Program Sponsors in compliance with Certiport's instructions and as set forth in this Agreement; if Company cannot comply for whatever reasons, Company agrees to promptly inform Certiport of its inability to comply, in which case Certiport may suspend all Services provided by Company.
- iii. Company confirms that it has no reason to believe that it is prevented, for any reason, from fulfilling its obligations under the Agreement. In the event that Company becomes aware that it is prevented from fulfilling its obligations under the Agreement, Company will promptly notify Certiport, and Certiport may have the right to immediately suspend all Services being provided by Company and Certiport may, in its sole discretion, terminate this Agreement.
- iv. Notwithstanding anything in the Agreement, Company confirms that it has implemented and will maintain appropriate organizational, administrative, physical, and technical security measures (collectively "technical and organizational security measures") for the protection of Examinees Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. Such implementation shall include privacy policies that are consistent with, and no less restrictive and protective of personal data than the principles and policies set forth in the Pearson VUE Privacy and Cookies Policy posted at <http://www.pearsonvue.com/legal/privacy>, as such Pearson policy may be amended by Pearson from time to time. In addition, for Exams delivered in the United States, Company shall comply with the Student Privacy Pledge in the delivery of Certiport Exams.
- v. Company shall ensure that all Company personnel authorized to Process Examinee Personal Data are obligated to keep Examinee Personal Data confidential.
- vi. To work in good faith and respond properly to all inquiries from Certiport relating to Company's processing of Examinee Personal Data subject to the transfer

and to abide by the advice of the supervisory authority with regard to the processing of the Examinee Personal Data transferred.

vii. Company understands, acknowledges, and agrees that Examinees will be entitled to take action, against Company, as limited to Company's own processing activities, and to receive compensation from Company arising out of (i) a breach by Company due to Company's violation for not complying with instructions received by Company from Certiport, (ii) Company's violation of applicable international and data protection laws; (iii) failure by Company to implement or maintain technical and organizational security measures as described in the Agreement; (iv) failure by Company to promptly notify Certiport about any legally binding request for disclosure of Personal Data by law enforcement unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation; (v) any accidental or unauthorized access to Examinee Personal Data; and (vi) failure by Company to disclose promptly to Certiport a request received directly from an Examinee, unless Company has been otherwise authorized to handle (collectively "third party beneficiary rights").

viii. The Company agrees that if the Examinee invokes against it third-party beneficiary rights and/or claims compensation for damages under the Agreement, the Company will accept the decision of the Examinee: (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority; (b) to refer the dispute to the courts in the jurisdiction in which the Program Sponsor or Certiport (in the role of the Program Sponsor) is established. The parties agree that the choice made by the Examinee will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

ix. Where requested, the Company shall provide assistance as requested by Certiport and the Program Sponsor in connection with this Agreement, including but not limited to notifying the appropriate parties of an Examinee Personal Data breach, or, carrying out a data protection impact assessment.

## 8.2. Certiport Agrees and Warrants:

i. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree to comply with the requirements of section 501.171, Florida Statutes. In the event of a breach of security as defined in section 501.171, Florida Statutes, Certiport shall notify Company immediately, but no later than ten (10) calendar days following a determination of a breach of data security involving Company's data. Additionally, Certiport shall fully cooperate with Company regarding Company's statutory notification requirements.

## 9. **Compliance with Law**. Company agrees:

- i. to conduct its business operations in accordance with all applicable United States and local laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq.
- ii. it shall (a) conduct business in conformance with sound ethical standards of integrity and honesty; (b) conduct business in such a way as to not give the appearance of impropriety, even when the behavior or activity is in compliance with the law; (c) not achieve business results by illegal acts or unethical conduct; (d) prohibit Company's Support Staff and other employees, agents and subcontractors from offering, paying or authorizing financial, and/or any other item of value or other advantage to be given to any official or employee of any government or political party, political candidates, employees of government enterprises or any other person or entity, with knowledge or a reason to believe that such payment or promise to pay will be made to any government official (each, an Official) for the purposes of (i) obtaining an improper business advantage; (ii) influencing such Official to take, or not to take, any action or decision; or (iii) inducing such Official to use his or her influence to affect any act or decision of a government.
- iii. it will not improperly influence, directly or indirectly, the sale of Certiport Products and Services by payments or other actions contrary to law or regulation.
- iv. that no government official who is a principal, owner, officer, employee or agent of any entity in which Company has an interest will be involved in or used to influence the sale or purchase of the Certiport Products and Services, and no government official has any financial interest in the sale or purchase of the Certiport Products and Services.
- v. to provide employees and any contracted individuals engaged by Company with a work environment free of coercion and harassment.
- vi. to comply with the Export Administration Act which: (a) requires a license from the United States government prior to export or re-export of any materials, product or technical information; (b) requires compliance with destination restrictions; and (c) prohibits certain acts in furtherance of foreign boycotts.
- vii. to comply with all applicable laws, regulations and standards (including but not limited to the United States Office of Foreign Asset Control ("OFAC") regulations, Specially Designated Nationals or Blocked Persons ("SDN") list or similar federal, state or other countries legislation on international trade law, and the Americans with Disabilities Act or similar federal, state or other countries disability or human rights laws).

In the event of any demonstrable breach by Company of any of its representations, warranties, or provisions of Section 9, Certiport may, in its sole discretion, in addition to any other remedy provided herein or otherwise provided by law, immediately terminate this Agreement without notice or indemnity and in such event, Company shall forever forfeit all rights to all fees and

commissions which shall accrue and/or have been earned but which have not been paid as of the date of such termination.

10. **Competition; Circumvention.** During the term of this Agreement, and for six (6) months after this Agreement is terminated, Company agrees that it will not, directly or indirectly, develop, administer, sell or license products or services that compete with the Certiport Products and Services to any person or entity for any purpose, in the Territory and Sector described in Exhibit B. Further, during the term of this Agreement and for six (6) months thereafter, Company agrees that it will not, directly or indirectly, buy or lease, as the case may be, any products or services that are the same as or similar to the Certiport Products and Services, from any of the Program Sponsors or third-party vendors for which Certiport provides the Certiport Products and Services to Company pursuant to this Agreement, and will take no action, whether directly or indirectly, by any medium of contact whatsoever, to circumvent or interfere in any manner with any relationship, opportunity or advantage that Certiport may have established with the Program Sponsors or third-party vendors, or interfere in any manner whatsoever with the business of Certiport.
11. **No Purchase or Sales Outside Territory or Sector(s).** Company shall not purchase or sell Products or Services outside the Territory, or Sector(s) specified in Exhibit B as described in Section 5.2 above.
12. **License of Software.** Certiport hereby grants to Company a limited, non-transferable, non-exclusive, license to use the Software for the sole purpose of operating its CATC™ in accordance with this Agreement. Company shall, upon expiration or termination of this Agreement, promptly return or destroy all copies of the Software and all related documentation in its possession.
13. **Protection of Certiport Technology.** Company shall not re-engineer, reverse engineer, or manipulate in any way, Certiport Technology without express prior written permission from Certiport. Company shall not provide access to Certiport Technology to any other party for the purposes of re-engineering, reverse engineering, copying or manipulation in any manner. Other than as licensed herein, Certiport shall retain all right, title and interest to Certiport Technology and any modification, enhancement, localization or extension of the Certiport Technology developed by Company during the term of this Agreement. Certiport hereby prohibits Company from disassembling, reproducing, modifying, or creating derivative works based on the Certiport Technology. Company shall not be entitled to use Certiport Technology for internal purposes except as specifically permitted by this Agreement. Certiport also prohibits sublicensing or assigning the rights of the Certiport Technology without the written consent from Certiport. Any violation of this Section 13 shall constitute a breach of this Agreement and result in termination pursuant to Section 16.1
14. **Limited Warranty; Limited Remedies.** Certiport makes no warranty concerning the Software or the Certiport Products and Services or any other services or goods provided under this Agreement, and Certiport hereby disclaims all implied warranties with respect thereto, including without limitation any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Certiport shall not be liable to the Company for any indirect,

incidental, or consequential damages or damages from lost profits or lost use, even if Certiport is advised as to the prospect of the same. Further, Certiport shall not be liable to Company for any damages arising out of a breach of this Agreement for any amount greater than the average monthly amount paid during the term hereof to Certiport by Company.

15. **Ownership, Use, and Protection of Examination Data.** As between Certiport and its Program Sponsors and Company, Certiport and its Program Sponsors shall be the sole owners of all results of all Certification Exams and Assessment Exams, all data regarding Examinees and all compilations of the foregoing, and Company shall not have any interest therein, except to the extent that such data is Education or Student Records. Company shall, at the request of Certiport, surrender to Certiport any such results and information. Company shall not use any such results, data or compilations, or disclose the same, for any purpose. Company shall also be responsible for protection of Examinee's personal data and Certiport specifically disclaims any liability for breaches of Company's obligations to protect such personal data. Certiport suggests that Company not request that Examinees provide Company with national identity numbers (such as Social Security numbers) but instead create unique identifying numbers for Examinees.

16. **Termination.**

16.1. **By Either Party for Breach.** This Agreement may be terminated for cause at any time, without limiting any party's other rights or remedies, upon written notice identifying with specificity the cause if either party commits a breach of this Agreement and if such breach continues un-remedied for a period of ten (10) days after receipt by the other party of written notice thereof. Within three (3) days after receipt of a written notice to cure a breach, the breaching party must provide non-breaching party with a written detailed response that identifies how the breaching party will cure the breach within the ten (10) day time frame provided above. Should the breaching party fail to provide the written response within three (3) days as is required; the non-breaching party shall have the right to immediately terminate this Agreement. Further, this Agreement may be terminated if either party: (i) has a receiver appointed for itself or its property; (ii) makes an assignment for the benefit of its creditors; (iii) any proceedings are commenced by, for or against either party under any bankruptcy, insolvency or debtor's relief law seeking a reorganization of such party's debts and such proceedings are not dismissed within ninety (90) days of their commencement; or (iv) either party is liquidated or dissolved.

16.2. **For Convenience.** Either party may terminate this Agreement at any time, on thirty (30) days' written notice to the other party. In addition, Certiport may, upon written notice to Company, terminate or alter this Agreement at any time as to any Products or Services, if any agreement between Certiport and any third party relating to the Certiport Products and Services is terminated, substantially changed, or modified.

16.3. **Duties of Company upon Termination.** Upon termination, Company shall immediately cease holding itself out as a CATC™, stop administering any Exams, remove all references to images and logos representing or relating to Certiport or to the Certiport Products and Services from any Company website, printed material, or retail storefront

operated by Company. Further, if prior to termination Certiport has, pursuant to Section 5.6.2, granted payment terms to Company which permitted Company to avoid paying for the Certiport Products and Services at the time of ordering, all payments due to Certiport from Company shall immediately become due and payable and shall be subject to the late payment provisions contained in Section 5.6.2.

17. **Suspension / Deactivation.** If Certiport determines, or has a reasonable basis to believe that Company, or its representatives, have committed or permitted misconduct or failed to comply with responsibilities, specifications, technical specifications, or other requirements in this Agreement or the Guidelines, Certiport may suspend testing, account access and Company's status as a CATC until it is resolved to Certiport's satisfaction.
18. **Disputes.** [Intentionally Left Blank]
19. **Confidentiality.** Company acknowledges and agrees that: (a) confidentiality and security of Exams, exhibits and other materials related to Exams, and other materials related to Program Sponsor's standards, requirements and testing is highly confidential to Program Sponsor and to Certiport; and (b) information and data identifying or describing Examinees, Examinees' scores and performance, Examinees' participation in testing and other information relating to each Examinee is private, confidential information of Examinee and is highly confidential to Examinee, Program Sponsor and Certiport; and (c) the Software, applications, Exam files, manuals, CATC materials and related materials in any medium provided by Certiport are private and confidential business information of Certiport, and accordingly, Company will scrupulously maintain the security of the Exams, testing information and Examinee data and information described in (a) and (b) above, and will undertake all necessary and appropriate efforts, but never less than reasonable care, to protect the confidentiality of all of the information and materials described in this Section and to prevent any unauthorized use or disclosure. Confidential information also includes other information that should reasonably have been understood because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be confidential information. Confidential information shall expressly include any and all information derived from a party's proprietary information and the terms and conditions of this Agreement. Certiport's confidential information shall include any software provided hereunder. No information or materials provided under and pursuant to this Agreement will be used, disclosed or permitted to be used by Company for any purpose not expressly provided for in this Agreement. Company acknowledges and agrees that the requirements set forth in this Section are of the most critical importance to Certiport, Program Sponsors and Examinees and that any breach will likely result in severe damage. Each party acknowledges that it acquires only the right to use the confidential information of the other party under the terms and conditions of this Agreement for as long as this Agreement is in effect and does not acquire any rights of ownership or title in the confidential information. Each party agrees not to use such confidential information for any purpose not reasonably required by this Agreement. The requirements of this Section are perpetual and will survive the termination or expiration of this Agreement for any reason.



This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Certiport acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. IF CERTIPOINT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CERTIPOINT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CERTIPOINT SHALL CONTACT COMPANY'S CUSTODIAN OF RECORDS: BRENDA DAVIS, ADMINISTRATIVE ASSISTANT, IN THE OFFICE OF THE SUPERINTENDENT OF SCHOOLS, LOCATED AT 6500 57TH STREET, VERO BEACH, FL 32967, (772) 564-3149.

Notwithstanding anything herein, either party may disclose confidential information to the extent required or compelled by a court order, or local, state or federal law, or regulation, provided that the disclosing party, using best efforts, gives the other party written notice of the proposed disclosure with sufficient time to seek relief and that such disclosure, if made, is made in a fashion to maximize the protection of the confidential information from further disclosure.

Company recognizes and acknowledges that any use or disclosure of any confidential information by Company in a manner inconsistent with the provisions of this Agreement may cause Certiport irreparable damage for which remedies other than injunctive relief may be inadequate, and Company agrees that in any request by Certiport to a court of competent jurisdiction for injunctive or other equitable relief seeking to restrain such use or disclosure, Company will not maintain that such remedy is not appropriate under the circumstances. The parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States judgments.

20. **Audit.**

20.1. Certiport, its authorized representatives, or any Program Sponsor whose Exams are being administered at the CATC, may periodically inspect and audit the CATC operations and records during testing hours without advance notice. Company Administrators will cooperate fully with all such inspections and allow complete access to the CATC and all equipment, software, systems and records. Certiport may integrity shop or audit CATC, one or more times during each year. Company understands that it will receive no Exam delivery or registration compensation for such integrity shop.

21. **Miscellaneous.**

21.1. Entire Agreement. The terms and provisions of this Agreement, together with any exhibits or addenda, constitute the entire agreement in relation to the subject matter hereof between the parties. This Agreement shall supersede all previous communications, whether oral or written, between the parties with respect to the subject matter hereof and no agreement varying or extending any of the terms and provisions of this Agreement shall

be binding on either party unless in writing, signed by a duly authorized officer or representative of each of the parties.

- 21.2. Authority. Each party represents and warrants to the other party that it has the power and authority to enter into this Agreement, to perform all of its obligations hereunder and to provide all rights and materials granted hereunder and that neither the execution and delivery of this Agreement, nor the performance of its obligations or provision of any rights or materials hereunder, will violate any agreement to which it is a party, any federal, state, or local law or regulation to which it is subject or any right of any third party.
- 21.3. Governing Law. This Agreement shall be controlled and construed solely in accordance with the jurisdiction and laws of the courts of the Indian River County, Florida, United States of America, without giving effect to principles regarding conflicts of laws, and notwithstanding the requirements of United Nations Convention on International Contracts for the Sale of Goods, if applicable.
- 21.4. Indemnity. If and to the extent allowed by Florida law, and without waiving the limits of sovereign immunity as set forth in section 768.28, Florida Statutes, Company shall indemnify, defend and hold harmless Certiport from any and all claims by or liability to any third party from loss, damage or injury to persons or property based on or in any manner arising out of or relating to any breach by Company of any representation, warranty or covenant set forth in this Agreement. Company shall also indemnify, defend, and hold harmless Certiport of and from any claims by or liability to any third party for any loss arising from Company's normal business operations, including, but not limited to premises liability claims as well as any loss, damage, or injury to persons or property arising from the breach of any of Company's obligations to ensure that Examinee data is kept confidential.
- 21.5. Force Majeure. Neither party shall be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, earthquake, riot, sabotage, labor dispute, natural calamity, war, epidemic, acts of God, acts of the government or of any civil or military authority, or other causes that are beyond the reasonable control of such party.
- 21.6. Notices. Any notice under this Agreement shall be addressed to the respective addresses of the parties as set forth in the preamble and shall be sent by facsimile or by recognized overnight courier and shall be deemed received (a) upon successful transmission, as evidenced by written confirmation of receipt of fax, when notice is sent by fax and a print copy is sent immediately by pre-paid, registered post; or (b) upon date of actual receipt, as evidenced by a signed courier receipt, when notice is sent by overnight courier.
- 21.7. Headings. The headings to the sections hereof are for convenience only and have no legal effect.

- 21.8. Severability. If a court of competent jurisdiction finds any portion of this Agreement, including the Exhibits and Addenda hereto, to be invalid or unenforceable, such determination shall not render the entire Agreement, Exhibits or Addenda unenforceable or invalid but rather the Agreement, Exhibits or Addenda, as the case may be, shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.
- 21.9. No Assignment. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto. Except as may be permitted by the terms of this Agreement, Company may not assign its rights or delegate its duties hereunder without the express written consent of Certiport.
- 21.10. Waiver. Failure by a party to exercise, or any delay by a party in exercising, any right or remedy provided in this Agreement or by law shall not constitute a waiver of the particular right or remedy, or a waiver of other rights or remedies.
- 21.11. Taxes. Company shall promptly pay, and reimburse and hold Certiport harmless from and against, all taxes of any character incurred by Company and resulting from the purchase and/or sale by Company of any Products or Services.
- 21.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which shall constitute the same agreement.
- 21.13. Language. Written in English, this Agreement shall be construed and interpreted in accordance with this language regardless of any translation required for execution.
- 21.14. Publicity. Company shall not issue any press release or publicity that relates to this Agreement without the express written consent of Certiport.
- 21.15. Review. Company acknowledges that it has reviewed this Agreement in its entirety and has had a full opportunity to consult with counsel regarding the Agreement's terms. Therefore, Company expressly waives any and all applicable common law and statutory rules of construction that might hold that any provision of this Agreement should be construed against the Agreement's drafter, and agree and affirm that the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.


**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

**School Board of Indian River County**

**NCS PEARSON, INC.**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

Aaron Osmond  
\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

VP & GM Certiport Business Unit  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

July 12, 2017  
\_\_\_\_\_  
Date

## EXHIBIT A

### **Certiport Authorized Testing Center (CATC) Policies, Guidelines and Procedures**

Certiport is committed to ensuring that its Certification Exams are respected and valued in the marketplace. Accordingly, Certiport takes appropriate measures to ensure that the integrity of its Exams is not compromised. Certiport also holds CATCs accountable for taking steps to prevent and detect fraud and breaches of Exam security.

#### **1. CATCs are required to strictly enforce the following rules:**

- 1.1 The CATC must verify at least one form of Examinee identification bearing a photograph and the Examinee's signature. An example of an acceptable form of identification is a government issued identification or student identification issued by an academic institution.
- 1.2 The CATC must not allow recording devices, including paper, pens, pencils, cameras, computers, handheld computers or communication devices, such as telephones or pagers, in the testing area.
- 1.3 The CATC may permit an Examinee to take a break during testing if requested, but must inform the Examinee that the testing clock cannot be stopped during the break. Examinees must not be permitted to conduct activities during a break that may compromise Exam security, to include using a telephone and communicating with other examinees.
- 1.4 The CATC must ensure that Examinees are seated a distance of no less than four (4) feet or (1.25 meters) apart from one another in the testing area to minimize distractions and prevent cheating.
- 1.5 Use of equipment such as printers, facsimile machines, copiers, or telephones is not permitted in the testing room while testing is in progress.
- 1.6 CATCs must ensure that each Exam is actively proctored and that Proctors have an unobstructed view of each examinee in the testing area.
- 1.7 Proctors may answer questions regarding the functionality of the Exam software, but may not answer questions related to Exam content or provide instruction of any kind.
- 1.8 If a Proctor observes an Examinee cheating, the Proctor must immediately terminate the Exam. The Proctor must inform the Examinee that his/her exam results will be nullified and that he/she will receive no refund or certificate.

## **2. Retest Policy**

CATC System Administrators are required to enforce the Certiport's retest policy:

Certiport provides many exams that require different retest policies. These policies must be adhered to and enforced by the CATC, and can be found at [www.certiport.com](http://www.certiport.com) by selecting "Exam Policies" under the "Test Candidates" menu item and then selecting the link for "Exam Retake Policy".

Examinees participating in Exam beta-testing may take each beta-exam only once unless otherwise authorized by program administrators.

## **3. Ensuring Exam Validity**

Certiport conducts periodic data forensics to identify patterns of aberrance in Exam results that help detect cheating or content piracy. For example, forensic indicators such as types of responses, latency, pass rates and retakes may reveal patterns of cheating, collusion or piracy. However, prevention and early detection are critical elements that require the close cooperation of CATCs. Therefore, in addition to relying on CATCs to provide industry standard monitoring during testing, Certiport requires that CATCs ensure that Certiport System Administrators ("Administrators") and Certiport Exam Proctors ("Proctors") are sufficiently trained to provide good quality oversight of testing. Training must include familiarizing staff with prevalent methods used to cheat, learning what measures to implement to prevent cheating and how to identify cheating when it does occur.

Administrators and Proctors who observe violations of rules must immediately document and report all relevant facts supporting the conclusion that a violation occurred to the appropriate Certiport Authorized Distributor or to Certiport customer services representatives. Reports should include date, time and location of the incident, name of Examinee, name and version of Exam taken.

## **4. Accommodation of Disabilities**

As a worldwide provider of Certification Exams, Certiport is committed to ensuring that those persons with the desire to certify their proficiency in the use of computers should have the opportunity to do so. Certiport, accordingly, embraces the Americans with Disabilities Act (ADA) as well as other global accommodations for disabilities designed to advance those goals. CATCs are required to comply with local laws requiring reasonable provision of access to Examinees with disabilities.

In keeping with this commitment, Certiport will expand and refine its Products and Services to enable greater numbers of Examinees with documented disabilities to register for, schedule and take Exams.

Certiport and CATCs require advance notification of requests for accommodation(s) as well as a reasonable amount of time to review and implement such requests. Certiport and CATCs are not obligated to accommodate Examinees with language limitations unrelated to a documented disability (i.e.; English as a second language, literacy, etc.), nor to provide unlimited time for the

completion of Exams that are designed to certify not only knowledge, but also efficiency in the use of desktop computers.

### **Requests for Accommodations of Disabilities**

Further information be found at [www.certiport.com](http://www.certiport.com) by selecting “Exam Policies” under the “Test Candidates” menu item and then selecting the link for “Accommodation of Disabilities”. Examinees who wish to request accommodations may do so by following the directions under the “Process to Apply” section of the *Accommodation of Disabilities* page.

Test accommodations are individualized and Certiport will consider accommodations on a case-by-case basis. Examinees who have been notified that their request for an accommodation has been approved by Certiport must notify the CATC of the accommodation when scheduling the exam. Examinees should allow for additional time when requesting and scheduling accommodations.

**EXHIBIT B**

**Territory and Sectors**

1. **Company Participation:** Company and Certiport agree that Company shall participate in and only in the following:

All “Certiport Products and Services”

2. **Territory:** As described in the CATC™ Agreement, Company is appointed as a CATC™ authorized to provide Certiport Products and Services only in the Territory described below:

Florida

3. **Sectors:** Within the Territory described above, Company is appointed as a CATC™ authorized to provide Certiport Products and Services solely in the Sectors that are indicated below:

Academic K-12



# Exhibit C - Branding Guidelines

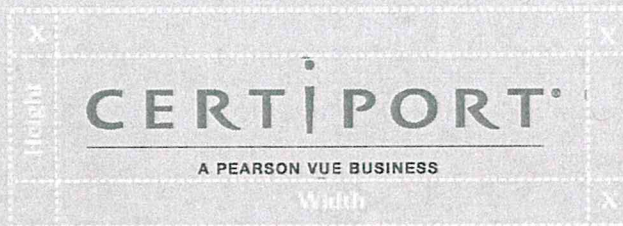
## Certiport Authorized Test Center Agreement

### CERTIPOINT LOGO USAGE GUIDELINES

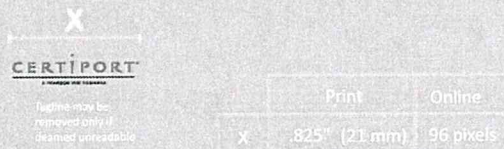
#### LOGO



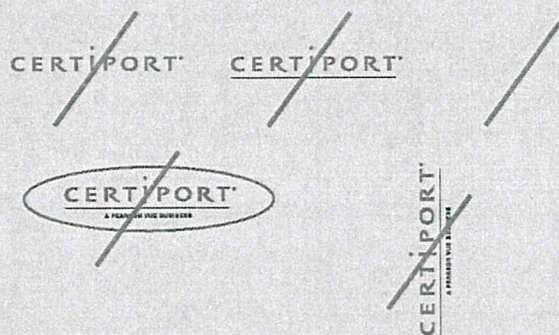
**CLEAR SPACE:**  
Clear Space (X) is equal to the height of the "C" in "Certiport".



#### MINIMUM SIZE



**INCORRECT USAGE**  
Do not redraw or modify the logo in any way. Use artwork exactly as provided.



## Exhibit D

### Certiport Multi-Site

This Exhibit D to the CERTIPOINT AUTHORIZED TEST CENTER Agreement, effective as the date signed by Certiport (the “Agreement”), is entered into as of the date indicated after the last signature below, by and between Certiport, a business of NCS Pearson, Inc. (“Certiport”) and School Board of Indian River County (“Company”).

Capitalized terms not otherwise defined herein shall have the same meanings as those assigned to them in the Agreement.

#### **1. General.**

1.1 Certiport enters into this Exhibit D with Company for Company to act as an administrator of multiple Certiport Authorized Testing Center (“CATC™s”) as described in Section 2.1 of this Exhibit. Company agrees to appoint CATC™s subject to the terms and conditions of the Agreement.

#### **2. Authorized CATC™s.**

2.1 Company is authorized to establish, operate, and maintain solely the CATC™s designated below:

	<b>CATC™ Name</b>	<b>Address</b>	<b>Contact email</b>	<b>Channel Sector (Bus;Gov-WFD;K-12;HED)</b>
1	Vero Beach High School	1707 16th St, Vero Beach, FL 32960		K-12
2	Sebastian River High School	9001 Shark Blvd, Sebastian, FL 32958		K-12
3	Oslo Middle School	480 20th Ave SW, Vero Beach, FL 32962		K-12
4	Gifford Middle School	4530 28th Ct, Vero Beach, FL 32967		K-12
5	Storm Grove Middle School	6400 57th St, Vero Beach, FL 32967		K-12
6	Sebastian River Middle School	9400 CR 512, Sebastian, FL 32958		K-12

**3. Company Responsibilities as a Parent Account acting as an administrator of multiple CATC™s.**

3.1 Company will establish, operate and maintain each CATC™ in accordance with the Agreement. If any of Company's CATC's™ serve a Sector other than the Sector referenced in Exhibit B of the Agreement without obtaining the prior written consent of Certiport, Certiport may terminate the Agreement pursuant to Section 16 of the Agreement. Company shall not identify itself as an exclusive provider of the Exams, services or products or in any way create an implication that Company has created or developed any of the Exams.

**4. Technical Support**

**4.1 Technical Support**

4.1.1 Certiport will provide all reasonable technical Support to the Company's testing centers.

**4.2 Meeting Certiport Standards**

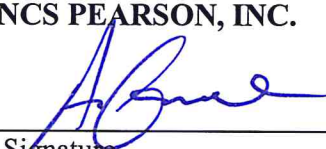
4.2.1 Company agrees to abide by the standards for the delivery of exams, practice tests, related pathway products and services as set forth in the Agreement

**By signing this Exhibit D, Company agrees to the terms and conditions as outlined herein:**

**School Board of Indian River County**

**NCS PEARSON, INC.**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

Aaron Osmond  
\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

VP & GM Certiport Business Unit  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

July 12, 2017  
\_\_\_\_\_  
Date

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## CAMPUSBOOKS SCHOOL SOLUTIONS AGREEMENT

This Agreement (the “Agreement”) is made and entered this 23rd day of August, 2017, or on the last date approved by either party (the “Effective Date”), by and between Price Network Inc., a California corporation, having an office at 111 C St., Encinitas CA 92024 (“CampusBooks”) and The School Board of Indian River County only for use by the Technical Center for Career and Adult Education, having an office at 6500 57th Street, Vero Beach, FL 32967 (“School”), (each, a “Party” and collectively, the “Parties”). This agreement sets forth the terms and conditions for pursuant to which School will participate in the CampusBooks School Solutions Program.

**NOW, THEREFORE,** in consideration of the promises and the mutual covenants herein set forth, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

### **1. Definitions**

“*Purchase*” means a specific action where a Covered User makes a purchase via the CampusBooks Widget on any of the “Merchant” Web sites. Once the Covered User reaches the confirmation page on a “Merchant” Web site that states “You have successfully made a purchase” or the equivalent thereof, the purchase has been completed. It is understood and agreed that (a) only a purchase on a “Merchant” Web site through a Covered User’s original Session will be counted as a “Purchase” under this Agreement, whereas any purchase that is performed outside of this original Session on the Website may not be counted as an “Purchase” hereunder; and (b) a fraudulent or cancelled purchase will not be deemed a “Purchase” hereunder.

“*Covered User*” means any user directed to a Merchant’s Website via a Widget on a School Website.

“*Student*” means any enrolled student at the School.

“*Monthly Report*” means a report provided to School by CampusBooks detailing metrics of Purchases during the previous calendar month of the Term.

“*School Bookstore*” means the School’s online bookstore homepage located at the website address provided during sign up.

“*Merchant*” includes any website promoted on the Widget. They include but are not limited to: Amazon.com, BN.com, Chegg.com, CampusBookRentals.com, Textbooks.com, Abebooks.com, Alibris.com, Powells.com, TextbookX.com, Biblio.com, eCampus.com, and Valore.com. CampusBooks reserves the right to add or delete Merchants at its sole discretion.

“*Session*” means a Covered User’s direct visit to the CampusBooks Website or a Merchant from the Widget. Once the CampusBooks Website or Merchant Website has been eliminated from the Covered User’s screen from the initial click-through, the Session will be closed.

“*CampusBooks Website*” means the CampusBooks website located at <http://www.campusbooks.com>

“*Widget*” (also referred to as the “CampusBooks School Solutions Program”) means a customizable HTML built product integrated on the websites of Schools that will incorporate CampusBooks textbook search, book search results and compare prices functionality. It may also refer to a direct integration of the API

(Application Programming Interface) tools provided within the program, a wordpress plugin tool, or a direct link to the CampusBooks.com website via a promotional banner which includes a specific code for tracking.

“Data” means any information or data obtained by CampusBooks through the CampusBooks School Solutions Program Widget or API, including but not limited to book pricing information.

“Scraping” refers to technology that "scrapes" data from websites, etc without authorization.

## **2. School Obligations.**

- a) School agrees to use its’ best efforts to promote the School Bookstore to Students as the official online bookstore of the School, with the goal of having all Students use the School Bookstore for buying and selling textbooks.
- b) School agrees to keep all School Solutions tools, resources, and any and all information provided by CampusBooks to School strictly confidential. Notwithstanding the prior sentence, the parties acknowledge and agree to comply with the Florida Public Records Act, Florida Statutes Chapter 119.
- c) School agrees to use Widget and tools only according to the intended purpose of the School Solutions Program, which is to drive traffic to Merchant sites and generate textbook sales for School and CampusBooks.
- d) School is specifically prohibited from using Data for any other purpose besides the intended purpose of driving traffic to Merchant sites to generate revenue for School and CampusBooks. Any non authorized use of Data may result in immediate termination of this Agreement by CampusBooks, and forfeiture of accrued monies due School under this Agreement.
- e) School is specifically prohibited from scraping or using scraping tools to obtain data from either CampusBooks or Merchant sites. Any use of scraping or scraping tools may result in immediate termination of this Agreement by CampusBooks, and forfeiture of accrued monies due School under this Agreement.
- f) School must be in compliance with Merchant affiliate agreements for all Merchants that School has selected to display on their Widget at all times. CampusBooks will make its’ best efforts to update School as to changes in Merchant agreements; if School is out of compliance with any particular Merchant(s) affiliate agreement, then CampusBooks reserves the right to pause or discontinue that Merchant from displaying in School’s Widget.
- g) Exclusivity: School agrees that CampusBooks will be the exclusive provider of online bookstore services and the School Bookstore will be the sole provider of online book services for the School and all Students during the term of the Agreement.
- h) After termination of the Agreement, School will remove the Widget from the School Bookstore within 5 business days of such request.

### 3. **CampusBooks Obligations.**

- a) CampusBooks will provide School with source code for a fully functional Widget, API, plugin, and/ or promotional banners.
- b) CampusBooks will provide School with access to reasonable technical resources and assistance in connection with the Widget. If custom programming or other technical services are required by School, CampusBooks can provide such services at the rate of \$50 per hour to be billed monthly.
- c) CampusBooks will provide School with reporting and monthly payments as set forth in Section 5.
- d) CampusBooks may limit School API Calls based on the sales volume of the School. API (Application Programming Interface) calls are electronic requests sent from the School Online Bookstore to CampusBooks and may consist of requests for book, inventory, or pricing information. Based on historical patterns, if there is a low volume of sales on the Widget with a corresponding high volume of API calls, typically this means the Data is being used for purposes other than the intended purpose of this Agreement as outlined in Section 2.c) above and in that case CampusBooks may at its sole discretion, limit the volume of API calls.

### 4. **Fees.**

- a) **Textbook Seeker Platform.** CampusBooks will pay School a 2% commission on all sales generated on the School Bookstore website.
- b) **Payments.** Payments to School shall be paid within sixty (60) days of the end of each calendar month during the Term of this Agreement (as defined below); applicable Monthly Reports are available online 24/7 via the online reporting tools.

Payments made by check and ACH have a \$25 minimum.

Payments made by PayPal have a \$1 minimum.

Campusbooks has the rights to withhold payments if a proper W9 form is not completed by the School.

### 5. **Term.**

The initial term of this Agreement will commence as of the Effective Date on which the account was created and will continue for one year from commencement date. The Agreement will automatically renew for successive one year terms on the anniversary of the commencement date, unless either School or CampusBooks cancels the Agreement in writing prior to 30 days before the termination of the Agreement.

Upon termination, CampusBooks will pay School any monies owed according to the standard payment schedule. CampusBooks will make its' best efforts to pay monies owed. School is responsible for having current tax and payment information on file with CampusBooks. If School does not have correct payment and tax information filed with CampusBooks so that CampusBooks can pay monies owed to School, then one year after termination School forfeits any monies owed to them under this Agreement.

## **6. Content.**

Except as otherwise set forth herein, to the extent either Party delivers any content (including without limitation, the Widget, and any Campusbooks content delivered by Campusbooks) to the other Party (the "Content") in connection with this Agreement, each Party grants to the other a non-exclusive, non-transferable royalty-free, worldwide license to store, use, reproduce, distribute, display and transmit such Content solely as contemplated in this Agreement and will comply with the other Party's instructions with regard to the use of the Content. The receiving Party will not alter or impair the Content, nor any disclaimers, privacy policy notices or acknowledgment of copyright or other intellectual property rights of the providing Party included in the Content provided except as contemplated herein. The receiving Party acknowledges and agrees that the providing Party owns all right, title and interest in such Content. Such license will terminate immediately upon termination of this Agreement and each Party will remove all references to the other Party or the other Party's marks or Content from any materials and/or URLs of a Party where the other Party's marks or Content appears. Except as expressly permitted under this Agreement, both Parties agree that any Content provided by one Party to the other will not be:

- a) copied or reproduced;
- b) altered, modified, adapted or used in the creation of derivative works;
- c) published, transmitted, distributed, or displayed;
- d) translated, recompiled, disassembled or reverse engineered; or,
- e) sold, transferred, re-licensed, or commercially exploited.

## **7. Grant of License.**

Each of School and CampusBooks grants to the other Party during the term of this Agreement a non-exclusive, non-transferable, royalty free, worldwide, right and license to store, use, reproduce, distribute, display and transmit its trade name, service marks, trademarks, and other such intellectual property rights (the "Marks") solely to the extent necessary to carry out the provisions of this Agreement. In using each other's Marks, each Party acknowledges and agrees that: (i) it will use the other Party's Marks solely as contemplated herein; (ii) it shall observe the other Party's instructions with regard to the use of the other Party's Marks; (iii) the other Party's Marks are and shall remain the sole property of the other Party; (iv) nothing in this Agreement shall confer any right, title or interest in the other Party's Marks other than the right to use the Marks in accordance with this Agreement; and (v) neither Party shall now or in the future contest the other Party's valid ownership of the other Party's Marks or do anything inconsistent with such ownership. Both Parties agree not to register or attempt to register the other Party's Marks as a trademark, service mark, Internet domain name, trade name, or any similar trademarks or name, with any domestic or foreign governmental or quasi-governmental authority which would be likely to cause confusion with the other Party's Marks. Effective upon the termination or expiration of this Agreement, each Party shall cease all usage of the other Party's Marks and/or Content.

## **8. Confidentiality.**

- a) In connection with the Agreement, each Party may disclose Confidential Information (and by such disclosure shall be a "Disclosing Party") to the other Party (who by receipt thereof shall be a "Recipient"). The Recipient shall keep, and cause any of its agents and/or representatives to keep, the Disclosing Party's Confidential Information confidential and shall refrain from disclosing such information to third-parties or otherwise utilizing such Confidential Information without



Disclosing Party's prior written consent. These confidentiality obligations do not apply to Confidential Information that: (i) the Recipient is legally required to disclose; (ii) is already known by the Recipient prior to the date hereof; (iii) is legally obtained from other sources not in violation of an agreement of confidentiality; or (iv) is or becomes part of the public domain through no fault of the Recipient. Each Party acknowledges that compliance with this section is necessary to protect the business, goodwill, and Confidential Information of the other, and that a breach of the same shall cause irreparable and continual damage for which money damages may not be adequate.

- b) If the Recipient breaches, or threatens to breach Section 9a), the Disclosing Party may seek: (i) temporary, preliminary, or permanent injunctive relief, or other equitable relief, in order to prevent such damage; and (ii) money damages insofar as they can be determined. As used herein, the term "Confidential Information" shall mean the proprietary commercial, marketing, financial or other business information that is proprietary to the Disclosing Party, including, but not limited to, information relating to actual or potential customers of the Disclosing Party, marketing programs, strategies, telemarketing scripts and sales data of the Disclosing Party.

**9. Limitation of Liability; Disclaimer.**

- a) **Liability.** UNDER NO CIRCUMSTANCES, OTHER THAN THE OBLIGATIONS SET FORTH IN SECTIONS 3, OR PURSUANT TO EITHER PARTY'S WILLFUL MISCONDUCT, SHALL CAMPUSBOOKS BE LIABLE TO THE SCHOOL FOR INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SCHOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THIS AGREEMENT, THE USE OF OR INABILITY TO USE CAMPUSBOOKS.COM OR THE WIDGET, OR ARISING FROM ANY OTHER PROVISION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON THEORIES OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE AMOUNT OF CAMPUSBOOKS' LIABILITY TO SCHOOL UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID BY CAMPUSBOOKS TO THE SCHOOL UNDER THIS AGREEMENT.
- b) **No Additional Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CAMPUSBOOKS HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING CAMPUSBOOKS.COM OR THE WIDGET, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH OF CAMPUSBOOKS AND SCHOOL SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING THE PROFITABILITY OF THIS AGREEMENT OR THE RELATIONSHIP AGREED TO HEREUNDER.

**10. Warranties.**

Each Party hereby represents and warrants to the other Party that: (a) such Party has the full corporate right, power and authority to enter into this Agreement, to grant the licenses granted hereunder and to perform the acts required of it hereunder; (b) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, does not and will not violate any agreement to which such Party is a Party or by which it is otherwise bound; (c) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and, (d) such Party acknowledges that the other Party makes no representations, warranties or agreements related to the subject matter hereof which are not expressly provided for in this Agreement.

**11. Data Security Breach.**

Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree to comply with the requirements of section 501.171, Florida Statutes. In the event of a breach of security as defined in section 501.171, Florida Statutes, CampusBooks shall notify the School Board immediately, but no later than (10) calendar days following a determination of a breach of data security involving School Board's data. Additionally, CampusBooks shall fully cooperate with the School Board regarding the School Board's statutory notification requirements.

**12. Intellectual Property Violation.**

Notwithstanding any other contract language to the contrary, including paragraph 9 liability limitations, CampusBooks agrees to fully indemnify and save the School Board, its agents and employees, harmless from liability of any nature or kind for use by the School Board, of any copyrighted or uncopyrighted materials, secret process, patented or unpatented inventions, articles or appliances, furnished by CampusBooks or used in CampusBooks' performance of the contract for which CampusBooks is not the patentee, assignee or licensee, provided that (1) such use results in a third party suit or claim alleging infringement (a "claim"); (2) the School Board provides CampusBooks with prompt notice of the Claim and gives CampusBooks a reasonable opportunity to control the defense and settlement of the Claim; and (3) the School Board provides reasonable cooperation and assistance to CampusBooks' defense of the claim. If CampusBooks' software or Widget becomes or is likely to become the subject of an infringement claim, CampusBooks may at its option and expense, either: (a) procure for the School Board the right to continue using such software or Widget; or (b) replace or modify the affected software or Widget so it becomes non-infringing and remains functionally equivalent.

**13. Public Records.**

This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or writings made by or received by the parties. CampusBooks acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. IF CAMPUSBOOKS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 19, FLORIDA STATUTES, TO CAMPUSBOOKS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CAMPUSBOOKS SHALL CONTACT SCHOOL BOARD'S CUSTODIAN OF RECORDS: Brenda Davis 6500 57th Street, Vero Beach FL 32967; 772-564-3419; Brenda.davis@indianriverschools.org.

#### 14. General

- a) **Independent Contractors.** Each Party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other Party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither Party by virtue of this Agreement will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
- b) **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or subsidiary or the result of sale or transfer of substantially all of the assets of the transferor or one of its business units. This Agreement is and shall be binding upon and enforceable against each Party's respective successors and permitted assigns.
- c) **Governing Law.** The parties hereby consent and agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to its conflict of laws principles.
- d) **Severability.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. The parties further agree to negotiate in good faith a substitute, valid and enforceable provision that most nearly effects the parties' intent and to be bound by the mutually agreed substitute provision.
- e) **No Waiver.** The failure of either party to enforce at any time any of the provisions of this Agreement shall not be deemed to be a waiver of the right of either party thereafter to enforce any such provisions.
- f) **Notices.** All notices are required to be supplied to either party hereunder shall be given by first class mail, return receipt requested or overnight courier, to the respective addresses set forth herein, and shall be deemed given upon actual delivery thereof .

#### 15. Arbitration.

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Florida. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in business disputes and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

16. Entire Agreement.

This Agreement and the Exhibits attached hereto are incorporated herein by reference and constitute the entire, final, complete and exclusive agreement between the parties and supersede all previous agreements or representations, oral or written, relating to this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in this Agreement and Exhibits attached hereto, understand all terms and conditions, and agree to be bound thereby.

17. Surviving Sections.

The following Sections of the Agreement shall survive the termination or expiration of the Agreement: Sections 5, 6, 7, 8, 9, 14, 15, 16, 17 together with any provisions of the Agreement which on their face cannot be performed prior to termination of this Agreement.

**IN WITNESS WHEREOF**, Campusbooks and School each have caused this Agreement to be executed by its duly authorized officer as of the date first set forth above.

Price Network Inc.  
DBA CampusBooks.com

School Board of Indian River County

\_\_\_\_\_

Charles H. Seary

\_\_\_\_\_ Title

Chairman Title

\_\_\_\_\_ Date

8-22-17 Date



# School District of Indian River County

6500 57<sup>th</sup> Street • Vero Beach, Florida, 32967 • Telephone: 772-564-3000 • Fax: 772-569-0424

Mark J. Rendell, Ed.D. - Superintendent

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## **CHARGING LETTER**

July 31, 2017

Ms. Sasha Tunstall  
9781 SW Glenbrook Drive  
Port St. Lucie, Florida 32907

### **VIA: Certified Mail**

Dear Ms. Tunstall:

This letter charges you with acts or the failure to act when you had a duty to act as an employee of the School District of Indian River County, Florida ("the District"). These acts or omissions disqualify you from being employed with the District and constitute just cause for you to be terminated from your position with the District. This correspondence will give you notice of the procedures that will be followed to terminate your employment.

I will recommend at the School Board meeting on August 22, 2017, that your employment with the District be terminated effective August 23, 2017. The School Board meeting will be held at the offices of the School Board of Indian River County, 6500 57<sup>th</sup> Street, Vero Beach, Florida, and the meeting commences at 6:00 p.m.

Pursuant to School Board policies 4430 and the Collective Bargaining Agreement with CWA Local 3180, Article 22, Section C, Number 3, my recommendation that you be discharged from employment is based on the fact that your acts or omissions disqualify you from being employed in the District and provide just cause for terminating your employment:

Being absent without leave for more than 10 days and not eligible for extended leave.

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

"Educate and inspire every student to be successful"

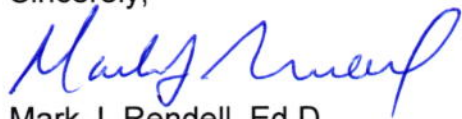
Shawn R. Frost • Dale Simchick • Laura Zorc • Charles G. Searcy • Tiffany M. Justice  
District 1                      District 2                      District 3                      District 4                      District 5

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

You have the right to obtain representation of your choice to assist you if you should desire representation. You also have such rights as are set out in the Collective Bargaining Agreement with Communication Workers of America regarding your termination from employment.

If you have any questions concerning this matter or the procedures that are being followed regarding my recommendation that your employment be terminated, please contact School Board Attorney Suzanne D'Agresta at the law offices of Garganese, Weiss & D'Agresta, P.A., 111 North Orange Avenue, Suite 2000, P.O. Box 2873, Orlando, Florida 32802, or call Mrs. D'Agresta at (407) 425-9566, or have your attorney or other representative contact Mrs. D'Agresta.

Sincerely,



Mark J. Rendell, Ed.D.  
Superintendent

Cc: Bruce Green, Assistant Superintendent  
Dr. Edwina Suit, PHR, SHRM-CP, Executive Director of Human Resources  
Suzanne D'Agresta, School Board Attorney  
Karen Malits, Director of Federal Programs



# School District of Indian River County

6500 57<sup>th</sup> Street • Vero Beach, Florida, 32967 • Telephone: 772-564-3000 • Fax: 772-569-0424

Mark J. Rendell, Ed.D. - Superintendent

---

## **CHARGING LETTER**

July 31, 2017

Mr. Robert W. Wood  
420 12<sup>th</sup> Place SW  
Vero Beach, Florida 32962

### **VIA: Certified Mail**

Dear Mr. Wood:

This letter charges you with acts or the failure to act when you had a duty to act as an employee of the School District of Indian River County, Florida ("the District"). These acts or omissions disqualify you from being employed with the District and constitute just cause for you to be terminated from your position with the District. This correspondence will give you notice of the procedures that will be followed to terminate your employment.

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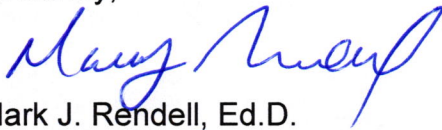
Shawn R. Frost • Dale Simchick • Laura Zorc • Charles G. Searcy • Tiffany M. Justice  
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Sincerely,



Mark J. Rendell, Ed.D.  
Superintendent

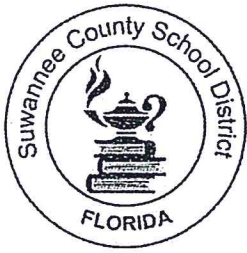
Cc: Bruce Green, Assistant Superintendent  
Dr. Edwina Suit, PHR, SHRM-CP, Executive Director of Human Resources  
Suzanne D'Agresta, School Board Attorney  
Robert Michael, Director of Physical Plant



**SDIRC PORTABLES**

	A	B	C	D	E	F	G	H	I	J	K	L
1	LOCATION			FISH #	SERIAL #	CLASS	BLDG #	ID #	MANUFACTURED DATE			
2												
3												
4	Glendale Elem			887	#0412	IV E	#004007	412 A/B	10/7/2005			
5												
6	SRHS			873	#1001	IV E	#007144	1001 A/B	10/11/2006			
7	SRHS			874	#0985	IV E	#007104	985 A/B	9/26/2006			
8	SRHS			875	#0991	IV E	#007113	991 A/B	10/5/2006			
9												
10	SRMS			801	#1048	IV E	#007239	1048 A/B	11/29/2006			
11	SRMS			802	#1037	IV E	#007226	1037 A/B	11/17/2006			
12	SRMS			804	#1088	IV E	#007297	1088 A/B	1/9/2007			
13	SRMS			806	#1057	IV E	#007260	1057 A/B	12/5/2006			
14	SRMS			808	#1071	IV E	#007277	1071 A/B	12/15/2006			
15	SRMS			810	#1030	IV E	#007219	1030 A/B	11/14/2006			
16	SRMS			812	#1146	IV E	#007427	1146 A/B	3/9/2007			
17												
18	VBHS/FLC			684	#0684	IV E	#005267	37548 A/B	2/17/2006			
19	VBHS/FLC			685	#0685	IV E	#005268	37549 A/B	2/17/2006			
20	VBHS/FLC			686	#0686	IV E	#005269	37550 A/B	2/17/2006			
21												
22	VBHS			119	#0119	MB	#033734	36335 A/B	4/6/2005			
23												
24	WABASSO			140	#10960AB	E	#1062496	64231 A/B	4/9/2014			
25												
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32												
33												

# SUWANNEE COUNTY SCHOOL DISTRICT



702 – 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064  
Telephone: (386) 647-4600 • Fax: (386) 364-2635  
www.suwannee.k12.fl.us

**TED L. ROUSH**  
Superintendent of Schools

*"Suwannee County School District will be a system of excellence  
ensuring all students are prepared for personal success."*

**JERRY TAYLOR**  
DISTRICT 1

**CATHERINE CASON**  
DISTRICT 2

**TIM ALCORN**  
DISTRICT 3

**ED,DA SILVA**  
DISTRICT 4

**RONALD WHITE**  
DISTRICT 5

**LEONARD J. DIETZEN, III**  
BOARD ATTORNEY

March 3, 2017

Mobile Modular  
Attn: Donna McBride  
1100 State Hwy 559  
Auburndale, FL 33823

Dear Ms. McBride:

This letter will confirm that the Suwannee County School Board, acting in regular session on February 28, 2017, approved a three year extension to RFP #11-203 – for Type IIB Panelized Modular Buildings with Mobile Modular.

A copy of this letter will be posted on the District's website for other districts to access in the event they wish to piggyback off this RFP.

We look forward to continuing to work with you.

Sincerely,

Claire Green  
Adm. Secretary/Finance

**TITLE PAGE**

The School District of Suwannee County, Florida  
702 2<sup>nd</sup> Street  
Live Oak, Florida, 32064  
Phone: Finance (Rick Norris): 386-364-2609,  
Maintenance (Mark Carver): 386-364-2721,  
FAX 386-362-6109

**REQUEST FOR PROPOSALS**

**SUWANNEE COUNTY PUBLIC SCHOOLS  
TYPE IIB Panelized Modular Buildings  
RFP# 11-203**

**PROPOSER INFORMATION:**

Name: Mobile Modular Management Corporation

Corporation Address: 5700 Las Positas Road  
Livermore, CA 94551-7800

Florida Address: 1100 State Hwy. 559  
Auburndale, Fl 33823

Corporation Phone Number: 1-800-944-1431

Florida Phone Number: 407-873-1431

FAX Number: 407-566-8469

**DATE OF PROPOSAL: January 12, 2012**

The School District of Suwannee County, Florida  
TYPE IIB Panelized Modular Buildings, RFP# 11-203

**TABLE OF CONTENTS**

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Availability/Delivery	5
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Financial Strength of Proposer	9
Bonding Capacity	10
Contractor License	11
Statement of Understanding (Located in Pricing Document)	



The School District of Suwannee County, Florida

Request For Proposal (RFP)

RFP# 11-203

**REQUIRED RESPONSE FORM**

Title: **RFP for Type IIB Panelized Modular Buildings;**

**Anti-Collusion Statement/Public Domain**

I, the undersigned proposer, have not divulged, discussed or compared this proposal with any other proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119 F.S.

PROPOSAL CERTIFICATION

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this "Required Response Form." I further certify full, complete and unconditional acceptance of the contents of this proposal, and all attachment and the contents of any Addendum hereto.

Proposer: (firm name): Mobile Modular Management Corporation

Street Address: 1100 State Hwy. 559

City: Auburndale State: Florida Zip Code: 33823

Print Name of Authorized Representative: Thomas R. Wagoner

Title: Florida Sales Manager Date: 1/12/12

Contact Person: Thomas R. Wagoner

Contact Person's Address: 1100 State Hwy. 559, Auburndale, FL 33823

Telephone #: 407-873-1431 FAX #: 407-566-8469

Proposer Taxpayer Identification Number: 94-2579843

Acknowledgement of Addendum (list number): None

Signature of Authorized Representative: 



**The School District of Suwannee County, Florida  
TYPE IIB Panelized Modular Buildings, RFP# 11-203**

**EXPERIENCE OF PROPOSER**

Mobile Modular Management Corporation is a public company traded on the NASDAQ Exchange under the name McGrath RentCorp. Mobile Modular has been a leading provider of modular buildings and classrooms in several States for the last 32 years. The Florida branch was opened March 1, 2004 and has become the leader in innovative classrooms for Florida's public schools.

Since setting up operations in Florida in 2004, Mobile Modular has provided classrooms for forty-five of the sixty-seven public school districts. Through extensive research and engineering at the time we began in Florida, we developed the "Hybrid" classroom. This classroom has revolutionized the portable classroom industry and is the most popular modular classroom in use by Florida schools today. Additionally, Mobile Modular has provided a large variety of buildings for use at Community Colleges, Universities, Charter Schools, Private Schools, County and City governments throughout Florida.

Mobile Modular Management Corporation currently supplies, maintains and manages the lease on more than 10,000 modular buildings in 10 different states. We have a system in place that allows us to provide our clients with the highest level of service unmatched in this industry.

We treat our customers as our partner and are committed to providing the personal attention to each project in order to insure success. The success of the entire project is what matters to us, as it should to our partner.

The following individuals are authorized to make representation to the School District of Suwannee County, Florida:

John Borak  
Region Director  
1100 State Hwy. 559  
Auburndale, FL 33823  
Phone: 800-944-3442

Thomas Wagoner  
Florida Salcs Manager  
1100 State Hwy. 559  
Auburndale, FL 33823  
Phone: 407-873-1431

Donna McBride  
Education Sales Specialist  
1100 State Hwy. 559  
Auburndale, FL 33823  
Phone: 352-873-1431



The School District of Suwannee County, Florida

Request For Proposal (RFP)  
RFP# 11-203

**PRODUCT INFORMATION SHEET**

**Please indicate below the features included in the building being bid:**

Size and square feet of proposed building: 864 Sq. Ft.

Fire rating on building side walls: 1 hour fire rated side walls

What is the minimum threshold height above grade? 7.5 inches

Type of ceiling in building: Suspended 2'x 2' ceiling tiles

Type of light fixtures provided in building: T8 fixtures

"R" value of side walls of building: R-24

"R" value of roof of building: R-24

Type heating, ventilating and air conditioning systems provided: BARD

Engineered foundation plans provided: Yes

Type of operational windows provided: Vertical and Horizontal sliding windows

Size and quantity of marker boards provided: 1 – 16' porcelain marker board

What are the interior wall finishes? Vinyl cover gypsum board

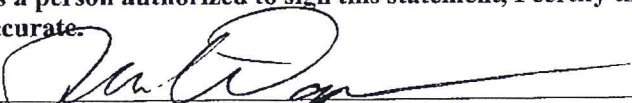
Type and weight of carpet provided in buildings: 28 ounces

Are code compliant emergency lights provided? Yes

Are toilet rooms handicapped accessible? Yes

What type flooring is provided in toilet rooms? Seamless sheet vinyl with welded corners

**As a person authorized to sign this statement, I certify that the information provided is true and accurate.**

  
Vendor's Signature (Authorized Representative)



**The School District of Suwannee County, Florida**  
**TYPE IIB Panelized Modular Buildings, RFP# 11-203**

**SCOPE OF PRODUCTS**

Mobile Modular Management Corporation is unique in that it is the only provider of modular classrooms in Florida that can offer the school district a choice of four distinct and different products. All four of these products are available for lease, sale or lease purchase.

These products are as follows:

**Type IIB and Type IV, Traditional Classroom:** Mobile Modular offers the traditional Type IIB & IV trailer style modular. These buildings are produced in a factory and are designed to comply with the appropriate State building codes. They are transported on a trailer frame and set in place on the school site. Type IV modular buildings are available in a variety of sizes with or without restrooms. They can also be constructed to be used for a variety of ancillary school spaces.

**Hybrid Type IIB Modulares:** Mobile Modular has been instrumental in the design, development and construction of a new modular building which we call the "Hybrid." This unique classroom has many of the features of the concrete modulares with the ease of transportation associated with the trailer Type IIB units. The following are some of the advantages provided by this new product:

- Sits on the ground – no stairs or ramps required
- Higher "R" value – more energy efficient
- Attractive permanent appearance
- 9 foot ceilings
- Less expensive to install
- Stuc-O-Flex exterior
- 60% more efficient land utilization
- Longer life span

**Type V Wood Frame Modulares:** Mobile Modular offers the traditional Type V wood frame modular units for use on non-public sites. These units come in a wide variety of sizes and are very economical to rent or purchase.

**Storage Containers:** Mobile Modular offers steel containers that can be utilized for storage or office space. These units can be rented or purchased.

**By having such a wide variety of products available, Mobile Modular has the ability to work closely with the school district to develop solutions that meet the school district's need within their budgetary limitations.**





**The School District of Suwannee County, Florida  
TYPE IIB Panelized Modular Buildings, RFP# 11-203**

**AVAILABILITY/DELIVERY**

Mobile Modular Management Corporation maintains an inventory of modular buildings so that we can assist school districts when they have an immediate need for additional classroom space. As a result of this practice we have inventory available to meet your current and long range needs in both the traditional Type IIB classroom as well as the panelized “Hybrid” modular classroom.

**Mobile Modular commits to the Suwannee County Schools that they will be delivered and set up modular classrooms in accordance with the school district’s time schedule.**



**The School District of Suwannee County, Florida  
TYPE IIB Panelized Modular Buildings, RFP# 11-203**

**WARRANTY**

Mobile Modular Management Corporation is proud of their past history of performance on warranty issues. We believe that our warranty service sets us apart from all of the other modular companies.

The length of warranty service is based on whether the buildings are being purchased or leased. In the case of a direct purchase, all of our buildings come with a one (1) year warranty. On leased buildings, our warranty remains in effect for the entire time the building is in your possession regardless of the age of the building.

Our warranty program on leased buildings is very comprehensive and covers every thing except light bulbs, filters, cleaning and neglect. We will respond quickly and efficiently to all of your warranty issues so that your facilities are always in the best and safest condition possible for your staff and students. We normally respond to warranty calls in the order in which they are received; however, we reserve the right to prioritize the work based on critical need. It is our goal to respond to all heating and air conditional problems within 24 hours.

It is our goal to keep our buildings in the best possible condition at all times. To that end, we will adhere to the terms and conditions outlined in Section XXVI, Maintenance And Repairs For Rental Units, found in the RFP documents and specification.



**The School District of Suwannee County, Florida  
TYPE IIB Panelized Modular Buildings, RFP# 11-203**

**CLIENT REFERENCES**

The following is a list of education clients that can be contacted as reference on our ability to perform.

**Orange County Public Schools:**

Mike Winter, Director of Portable Operations – 321-231-4451

**Seminole County Public Schools:**

Dennis Quagliani, Director of Facilities Services – 407-320-7400

**Osceola County Public School**

Tom Sally, Facilities Coordinator – 407-908-9901

**Miami/Dade County Public Schools:**

Chris Camaco, Projects Coordinator – 305-995-4061

**Indian River Public Schools:**

John Durrell, Director of Maintenance – 772-564-5026

**St Johns County Public Schools:**

Shane Walton, Director of Maintenance – 904-547-3707




**The School District of Suwannee County, Florida  
TYPE IIB Panelized Modular Buildings, RFP# 11-203**

**DRUG-FREE WORKPLACE CERTIFICATION FORM**

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/RFQ's, which are equal with respect to price, quality and service, are received by the State or any other political subdivision for the procurement of commodities or contractual services, a bid/RFQ received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a small business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of this statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**As a person authorized to sign this statement, I certify that this firm complies fully with the above requirements.**

  
\_\_\_\_\_  
Vendor's Signature (Authorized Representative)



**The School District of Suwannee County, Florida  
TYPE IIB Panelized Modular Buildings, RFP# 11-203**

**FINANCIAL STRENGTH OF PROPOSER**

McGrath RentCorp, doing business as Mobile Modular Management Corporation, is financially one of the strongest companies providing modular buildings in America. We are a publicly traded company on the NASDAQ.

Located in the back pocket of this submittal you will find the most recent FORM 10K of Securities and Exchange Commission for the school district's review.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint MARIE J. HUTCHENS, SHIRLEY A. CAMPI, STEVEN C. WHITE, MARCI HAYES, GARY DITFURTH, JESSICA GARCIA, MARIA LUISA R. AGUIBALDO, BRETT D. ASMUS, MARC M. HENRY, VICTOR A. BALLESTEROS, COURTNEY BRAZIL, JENNY T. NGUYEN, JORGE CORREA, MICHAEL STEIN, MICHAEL J. FORMAN, SARA J. POPLAWSKI, ELENA CHAVEZ, JIM HUME, ALL OF THE CITY OF ORANGE, STATE OF CALIFORNIA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact: Pursuant to Article XIII, Section 5 of the By-laws, David M. Carey, an official of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. All Powers of Attorney attested to or executed by David M. Carey in his capacity as an officer or official of Liberty Mutual Insurance Company, whether before, on or after the date of the Authorization, including without limitation Powers of Attorney attested to or executed as Assistant Secretary of Liberty Mutual Insurance Company, are hereby ratified and approved.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 10th day of June 2011

Not valid for mortgage, note, letter of credit, bank deposit, currency rate, interest rate or fiducial value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



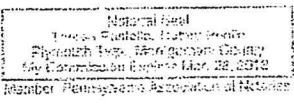
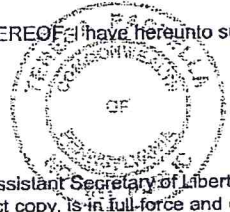
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of June 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 2nd day of December 2011



By Gregory W. Davenport, Assistant Secretary

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On December 2, 2011 before me, Maria Luisa R. Aguinaldo, Notary Public,  
(Here insert name and title of the officer)

personally appeared Brett D. Asmus,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Maria Luisa R. Aguinaldo  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bondability Letter - McGrath Rentcorp dba  
(Title or description of attached document)  
Mobile Modular Management Corporation  
(Title or description of attached document continued)  
Number of Pages 1 Document Date 12/2/11  
(Additional information)

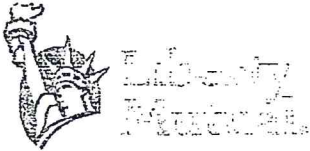
### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
\_\_\_\_\_  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he /she/they; is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



Liberty Mutual Surety  
Brett D. Asmus  
Field Product Line Underwriting Specialist  
790 The City Drive  
Suite 200  
Orange, CA 92868  
brett.asmus@libertymutual.com  
(714) 634-5712 Direct  
(714) 322-6476 Cell  
(866) 547-9060 Fax

December 2, 2011

The School District of Suwannee County, Florida  
Attn: Mr. Mark Carver  
702 2<sup>nd</sup> Street  
Live Oak, Florida 32064

**Re: McGrath Rentcorp dba Mobile Modular Management Corporation  
General Bondability Letter**

Dear Mr. Carver:

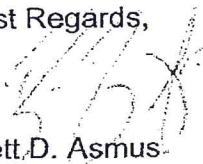
Liberty Mutual Insurance Company ("Liberty") is the surety for McGrath Rentcorp (dba Mobile Modular Management Corporation). Liberty is a well-known national provider of surety bonds. Liberty currently enjoys an A.M. Best rating of "A XV" (Superior) and is listed in the Federal Register as a surety acceptable on government projects with a Treasury listing of \$884,904,000.00. Liberty is licensed to conduct business in all 50 U.S. states.

We understand that Mobile Modular Management Corporation is desirous of becoming pre-qualified to bid with your district. Based upon our normal underwriting conditions being present, if we are requested to issue bonds for projects your organization puts out to bid, we can foresee no difficulty in fulfilling such a request. We would consider bonding limits of \$10,000,000.00 single / \$30,000,000.00 aggregate as being available for this and other projects. We would consider projects in excess of these limits on a case-by-case basis.

You understand, of course, that any arrangement for bonding credit is a matter between the contractor and ourselves, and we assume no liability to third parties or to you if for any reason we do not ultimately execute any bonds.

Please feel free to call me if you have any questions.

Best Regards,



Brett D. Asmus  
Attorney-in-Fact

Member of Liberty Mutual Group





STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

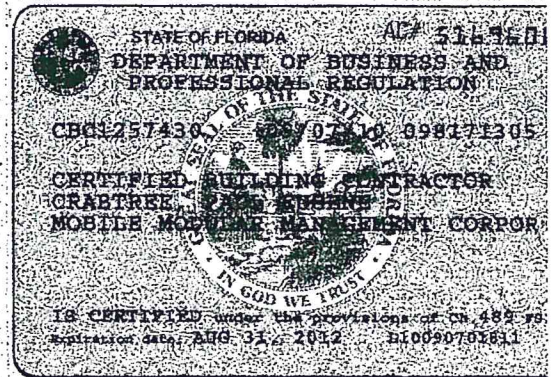
(850) 487-1395

CRABTREE, PAUL EUGENE
MOBILE MODULAR MANAGEMENT CORPORATION
1305 FOREMAN COURT
DENVER NC 28037

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

AC# 5169606 STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD SEQ# L10090701911
Table with columns: DATE, BATCH NUMBER, LICENSE NBR.
08/07/2010 098171305 CBCL257430
The BUILDING CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489, F.S. Expiration date: AUG 31, 2012
CRABTREE, PAUL EUGENE MOBILE MODULAR MANAGEMENT CORPORATION 5700 LAS POSITAS ROAD LEVERMORE CA 94551
CHARLIE CRIST GOVERNOR CHARLIE LIEM SECRETARY
DISPLAY AS REQUIRED BY LAW

The School District of Suwannee County, Florida

Request For Proposal (RFP)  
RFP# 11-203

STATEMENT OF UNDERSTANDING

(This document, with original manual signature, must be included in the sealed envelope with all pricing forms)

**The Bidder acknowledges the following:**

That he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), awards may be made under this bid by other public schools and governmental agencies within the State of Florida. Such awards shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished, and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Suwannee County Public Schools, in the form of contract specified, to deliver the materials/services listed, at the prices set forth. Furnish all labor, material, equipment, transportation permits and insurance necessary to perform the work in compliance with bid documents including Scope of Work, Specifications and Contractor's One (1) Year Warranty.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of One (1) year on all purchased buildings.

Term of Contract: The term of the contract shall be for five years (5) years. Both parties may extend this contract for three (3) additional years at the same terms and conditions if mutually agreeable.

The District reserves the right to accept or reject any or all proposals.

The district reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The District reserves the right to further negotiate any proposal(s), including price.

NAME OF RFP: TYPE IIB Panelized Modular Buildings

LEGAL NAME OF BIDDER: Mobile Modular Management Corp.

MAILING ADDRESS: 1100 State HWY 559, Auburndale, FL 33823

TELEPHONE: 800-944-3442 FAX: 863-965-7814

SIGNATURE:  DATE: 1/12/12



The School District of Suwannee County, Florida

Request For Proposal (RFP)  
RFP #11-203

**ATTACHMENT "A" - RFP Modular Unit and Accessory PURCHASE COST Bid Form**  
**Type IIB Panelized Modular Units**  
(Items per RFP Specifications)

ITEM	DESCRIPTION	AMOUNT
Item 1:	Type IIB Panelized 24'x36' Classroom Unit; (130 MPH Wind Load)	
1.	Without restroom (Used building)	\$48,700
2.	With one (1) restroom (Used building)	\$51,575
3.	Without restroom (New building)	\$92,875
4.	With one restroom (New building)	\$96,475
5.	Cost of delivery to site	\$700 first 50 miles + \$5.50 for each additional mile
6.	Cost for block, level and anchoring	\$3,100

Note ALL Variations to Bid Documents:

What was Specified	What is Proposed	Reasoning
New buildings	Used buildings	Match existing buildings on school sites and cost less

***End of Attachment "A", Modular Unit Purchase Bid Form***  
*(Also refer to Attachment "B", Modular Unit Rental Bid Form)*

The School District of Suwannee County, Florida

Request For Proposal (RFP)  
RFP #11-203

**ATTACHMENT "B" - RFP Modular Unit and Accessory RENTAL COST Bid Form**  
**Type IIB Panelized Modular Units**  
(Items per RFP Specifications)

ITEM	DESCRIPTION	AMOUNT
Item 1:	<b>Type IIB Panelized 24'x36' Classroom Unit; (130 MPH Wind Load)</b>	
7.	Without restroom (Used building)	\$689
8.	With one (1) restroom (Used building)	\$729
9.	Without restroom (New building)	\$1,354
10.	With one (1) restroom (New building)	\$1,407
11.	Cost of delivery to site \$700 first 50 miles + \$5.50 for each additional mile	
12.	Cost for block, level and anchoring	\$3,100
13.	Cost of dismantle at end of lease	\$2,600
14.	Cost for return delivery to MMMC \$700 first 50 miles + \$5.50 for each additional mile	

Note ALL Variations to Bid Documents:

What was Specified	What is Proposed	Reasoning
New buildings	Used buildings	Match existing buildings on school sites and cost less

**End of Attachment "B", Modular Unit Rental Bid Form**  
(Also refer to Attachment "A", Modular Unit Purchase Bid Form)

**The School District of Suwannee County, Florida**  
**RFP 11-203**  
**Attachment "C" - Other Modular Buildings Included in Bid**

**Section 1**

**Used Panelized Buildings (Campus Maker Hybrid)**

<b>1</b>	<b>Description - 24'x36' Classroom</b>	<b>Unit Price</b>
	Purchase Price (without restroom)	\$ 51,590.00
	Purchase Price (with restroom)	\$ 54,590.00
	Rental Price per month (without restroom)	\$ 715.00
	Rental Price per month (with restroom)	\$ 775.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 3,100.00
	Dismantle cost at end of lease	\$ 2,600.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>2</b>	<b>Description - 24'x36' Classroom (140 MPH with Impact Windows)</b>	<b>Unit Price</b>
	Purchase Price (without restroom)	\$ 55,610.00
	Purchase Price (with restroom)	\$ 58,610.00
	Rental Price per month (without restroom)	\$ 915.00
	Rental Price per month (with restroom)	\$ 985.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 3,100.00
	Dismantle cost at end of lease	\$ 2,600.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>3</b>	<b>Item Description - 24'x36' Classroom (146 MPH with Impact Windows)</b>	<b>Unit Price</b>
	Purchase Price (without restroom)	\$ 67,600.00
	Purchase Price (with restroom)	\$ 71,500.00
	Rental Price per month (without restroom)	\$ 988.00
	Rental Price per month (with restroom)	\$ 1,045.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 3,100.00
	Dismantle cost at end of lease	\$ 2,600.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>4</b>	<b>Item Description - 36'x36' Multipurpose Building</b>	<b>Unit Price</b>
	Purchase Price (without restroom)	\$ 80,150.00
	Purchase Price (with one restroom)	\$ 83,150.00
	Purchase Price (with two restrooms)	\$ 86,150.00
	Rental Price per month (without restroom)	\$ 1,603.00
	Rental Price per month (with one restroom)	\$ 1,663.00
	Rental Price per month (with two restrooms)	\$ 1,723.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 4,500.00
	Dismantle cost at end of lease	\$ 3,700.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>5</b>	<b>Item Description - 48'x36' Multipurpose Building</b>	<b>Unit Price</b>
	Purchase Price (without restroom)	\$ 104,000.00
	Purchase Price (with one restroom)	\$ 107,000.00
	Purchase Price (with two restrooms)	\$ 110,000.00
	Rental Price per month (without restroom)	\$ 2,080.00
	Rental Price per month (with one restroom)	\$ 2,140.00
	Rental Price per month (with two restrooms)	\$ 2,200.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 6,750.00
	Dismantle cost at end of lease	\$ 6,000.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile

**The School District of Suwannee County, Florida**  
**RFP 11-203**  
**Attachment "C" - Other Modular Buildings Included in Bid**

Section 1 Continued

<b>6</b>	<b>Item Description - 12'x36' Men's Restroom Building</b>	<b>Unit Price</b>
	Purchase Price	\$ 63,130.00
	Rental Price per month	\$ 1,216.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 3,500.00
	Dismantle cost at end of lease	\$ 2,900.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>7</b>	<b>Item Description - 12'x36' Women's Restroom Building</b>	<b>Unit Price</b>
	Purchase Price	\$ 67,180.00
	Rental Price per month	\$ 1,294.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 3,500.00
	Dismantle cost at end of lease	\$ 2,900.00
	Return delivery to MMMC at end if lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>8</b>	<b>Item Description - 12'x36' Women's/Men's Combination Restroom Building</b>	<b>Unit Price</b>
	Purchase Price	\$ 65,130.00
	Rental Price per month	\$ 1,256.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 3,500.00
	Dismantle cost at end of lease	\$ 2,900.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile

**The School District of Suwannee County, Florida**  
**RFP 11-203**  
**Attachment "C" - Other Modular Buildings Included in Bid**

**Section 2**  
**Steel Frame Type IIB & Type IV Buildings**

<b>1</b>	<b>Item Description - 24'x36' Standard Classroom</b>	<b>Unit Price</b>
	Purchase Price (without restroom)	\$ 51,103.00
	Purchase Price (with restroom)	\$ 54,353.00
	Rental Price per month (without restroom)	\$ 499.00
	Rental Price per month (with restroom)	\$ 550.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 2,500.00
	Dismantle cost at end of lease	\$ 2,350.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>2</b>	<b>Item Description - 24'x36' Single Slope/Side Stacking Classroom</b>	<b>Unit Price</b>
	Purchase Price (without restroom)	\$ 54,535.00
	Purchase Price (with restroom)	\$ 57,785.00
	Rental Price per month (without restroom)	\$ 599.00
	Rental Price per month (with restroom)	\$ 650.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 2,500.00
	Dismantle cost at end of lease	\$ 2,350.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>3</b>	<b>Item Description - 24'x36' Campus Maker Hybrid Style (140 MPH)</b>	<b>Unit Price</b>
	Purchase Price (without restroom)	\$ 59,500.00
	Purchase Price (with restroom)	\$ 62,500.00
	Rental Price per month (without restroom)	\$ 797.00
	Rental Price per month (with restroom)	\$ 845.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 3,600.00
	Dismantle cost at end of lease	\$ 3,100.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>4</b>	<b>Item Description - 24'x36' Campus Maker Hybrid Style (146 MPH/W-Impact)</b>	<b>Unit Price</b>
	Purchase Price (without restroom)	\$ 65,000.00
	Purchase Price (with restroom)	\$ 67,500.00
	Rental Price per month (without restroom)	\$ 825.00
	Rental Price per month (with restroom)	\$ 890.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 3,600.00
	Dismantle cost at end of lease	\$ 3,100.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>5</b>	<b>Item Description - 36'x36' Classroom/Multipurpose Campus Maker</b>	<b>Unit Price</b>
	Purchase Price (without restroom)	\$ 88,400.00
	Purchase Price (with one restroom)	\$ 92,400.00
	Purchase Price (with two restrooms)	\$ 96,400.00
	Rental Price per month (without restroom)	\$ 1,564.00
	Rental Price per month (with one restroom)	\$ 1,656.00
	Rental Price per month (with two restrooms)	\$ 1,748.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 5,400.00
	Dismantle cost at end of lease	\$ 4,200.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile

**The School District of Suwannee County, Florida**  
**RFP 11-203**  
**Attachment "C" - Other Modular Buildings Included in Bid**

Section 2 Continued

<b>6</b>	<b>Item Description - 36'x36' Classroom/Multipurpose Campus Maker (146MPH/W-Impact)</b>	<b>Unit Price</b>
	Purchase Price (without restroom)	\$ 97,500.00
	Purchase Price (with one restroom)	\$ 101,500.00
	Purchase Price (with two restrooms)	\$ 105,500.00
	Rental Price per month (without restroom)	\$ 1,725.00
	Rental Price per month (with one restroom)	\$ 1,817.00
	Rental Price per month (with two restrooms)	\$ 1,909.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 5,400.00
	Dismantle cost at end of lease	\$ 4,200.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>7</b>	<b>Item Description - 36'x56' Classroom/Multipurpose</b>	<b>Unit Price</b>
	Purchase Price (without restroom)	\$ 97,500.00
	Purchase Price (with one restroom)	\$ 101,400.00
	Purchase Price (with two restrooms)	\$ 105,300.00
	Rental Price per month (without restroom)	\$ 1,725.00
	Rental Price per month (with one restroom)	\$ 1,794.00
	Rental Price per month (with two restrooms)	\$ 1,863.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 5,400.00
	Dismantle cost at end of lease	\$ 4,200.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>8</b>	<b>Item Description - 48'x36' Classroom/Multipurpose Campus Maker</b>	<b>Unit Price</b>
	Purchase Price (without restroom)	\$ 133,900.00
	Purchase Price (with one restroom)	\$ 143,000.00
	Purchase Price (with two restrooms)	\$ 152,100.00
	Rental Price per month (without restroom)	\$ 2,369.00
	Rental Price per month (with one restroom)	\$ 2,438.00
	Rental Price per month (with two restrooms)	\$ 2,507.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 7,200.00
	Dismantle cost at end of lease	\$ 6,000.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>9</b>	<b>Item Description - 48'x36' Classroom/Multipurpose Campus Maker (146MPH/W-Impact)</b>	<b>Unit Price</b>
	Purchase Price (without restroom)	\$ 144,300.00
	Purchase Price (with one restroom)	\$ 148,200.00
	Purchase Price (with two restrooms)	\$ 152,100.00
	Rental Price per month (without restroom)	\$ 2,553.00
	Rental Price per month (with one restroom)	\$ 2,622.00
	Rental Price per month (with two restrooms)	\$ 2,691.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 7,200.00
	Dismantle cost at end of lease	\$ 6,000.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile



**The School District of Suwannee County, Florida**  
**RFP 11-203**  
**Attachment "C" - Other Modular Buildings Included in Bid**

Section 2 Continued

<b>10 Item Description - 24'x56' Classroom/Multipurpose Building</b>	<b>Unit Price</b>
Purchase Price (without restroom)	\$ 80,600.00
Purchase Price (with one restroom)	\$ 84,500.00
Purchase Price (with two restrooms)	\$ 88,400.00
Rental Price per month (without restroom)	\$ 1,426.00
Rental Price per month (with one restroom)	\$ 1,495.00
Rental Price per month (with two restrooms)	\$ 1,564.00
Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
Block, level and anchoring	\$ 3,000.00
Dismantle cost at end of lease	\$ 2,500.00
Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>11 Item Description - 24'x56' Office Building</b>	<b>Unit Price</b>
Purchase Price (with two restrooms)	\$ 96,200.00
Rental Price per month (with two restrooms)	\$ 1,702.00
Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
Block, level and anchoring	\$ 3,000.00
Dismantle cost at end of lease	\$ 2,500.00
Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>12 Item Description - 24'x36' Non-Instructional Unit</b>	<b>Unit Price</b>
Purchase Price (without restroom)	\$ 55,000.00
Purchase Price (with two restrooms)	\$ 68,000.00
Rental Price per month (without restroom)	\$ 804.00
Rental Price per month (with two restrooms)	\$ 994.00
Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
Block, level and anchoring	\$ 2,500.00
Dismantle cost at end of lease	\$ 2,350.00
Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>13 Item Description - 24'x40' Classroom</b>	<b>Unit Price</b>
Purchase Price (without restroom)	\$ 70,000.00
Purchase Price (with restroom)	\$ 78,000.00
Rental Price per month (without restroom)	\$ 1,023.00
Rental Price per month (with restroom)	\$ 1,061.00
Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
Block, level and anchoring	\$ 2,950.00
Dismantle cost at end of lease	\$ 2,600.00
Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>14 Item Description - 24'x60' Classroom</b>	<b>Unit Price</b>
Purchase Price (without restroom)	\$ 115,000.00
Purchase Price (with two restroom)	\$ 118,000.00
Rental Price per month (without restroom)	\$ 1,955.00
Rental Price per month (with two restrooms)	\$ 2,006.00
Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
Block, level and anchoring	\$ 3,400.00
Dismantle cost at end of lease	\$ 3,000.00
Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile

**The School District of Suwannee County, Florida**  
**RFP 11-203**  
**Attachment "C" - Other Modular Buildings Included in Bid**

Section 2 Continued

<b>15</b>	<b>Item Description - 12'x30' Men's/Women's Combination Restroom Building</b>	<b>Unit Price</b>
	Purchase Price	\$ 54,296.00
	Rental Price per month	\$ 1,044.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 1,800.00
	Dismantle cost at end of lease	\$ 1,500.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>16</b>	<b>Item Description - 12'x42' Men's/Women's Combination Restroom Building</b>	<b>Unit Price</b>
	Purchase Price	\$ 77,350.00
	Rental Price per month	\$ 1,488.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 1,950.00
	Dismantle cost at end of lease	\$ 1,750.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>17</b>	<b>Item Description - 24'x36' Men's/Women's Combination Restroom Building</b>	<b>Unit Price</b>
	Purchase Price	\$ 130,896.00
	Rental Price per month	\$ 2,325.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 2,800.00
	Dismantle cost at end of lease	\$ 2,250.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>18</b>	<b>Item Description - 24'x40' Men's/Women's Combination Restroom Building</b>	<b>Unit Price</b>
	Purchase Price	\$ 135,317.00
	Rental Price per month	\$ 2,405.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 3,200.00
	Dismantle cost at end of lease	\$ 2,700.00
	Return delivery to MMMC at end if lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>19</b>	<b>Item Description - 12'x36' Men's Campus Maker Restroom Building</b>	<b>Unit Price</b>
	Purchase Price	\$ 63,130.00
	Rental Price per month	\$ 1,350.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 2,900.00
	Dismantle cost at end of lease	\$ 2,500.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>20</b>	<b>Item Description - 12'x36' Women's Campus Maker Restroom Building</b>	<b>Unit Price</b>
	Purchase Price	\$ 67,180.00
	Rental Price per month	\$ 1,390.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 2,900.00
	Dismantle cost at end of lease	\$ 2,500.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>21</b>	<b>Item Description - 12'x36' Women's/Men's Combination Campus Maker Restroom Buildi</b>	<b>Unit Price</b>
	Purchase Price	\$ 67,180.00
	Rental Price per month	\$ 1,390.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 2,900.00
	Dismantle cost at end of lease	\$ 2,500.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile

**The School District of Suwannee County, Florida**  
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**Attachment "C" - Other Modular Buildings Included in Bid**

Section 2 Continued

<b>22 Item Description - Approximately 1300 square feet Multipurpose Building</b>		<b>Unit Price</b>
Purchase Price		\$ 97,500.00
Rental Price per month		\$ 2,220.00
Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile	
Block, level and anchoring		\$ 4,500.00
Dismantle cost at end of lease		\$ 3,700.00
Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile	
Restrooms (additional purchase amount per restroom)		\$ 4,800.00
Restrooms (additional monthly rental amount per restroom)		\$ 93.00
<b>23 Item Description - Approximately 2000 square feet Multipurpose Building</b>		<b>Unit Price</b>
Purchase Price		\$ 135,000.00
Rental Price per month		\$ 2,466.00
Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile	
Block, level and anchoring		\$ 5,500.00
Dismantle cost at end of lease		\$ 4,700.00
Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile	
Restrooms (additional purchase amount per restroom)		\$ 4,800.00
Restrooms (additional monthly rental amount per restroom)		\$ 93.00
<b>24 Item Description - Approximately 3000 square feet Multipurpose Building</b>		<b>Unit Price</b>
Purchase Price		\$ 244,543.00
Rental Price per month		\$ 4,700.00
Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile	
Block, level and anchoring		\$ 6,000.00
Dismantle cost at end of lease		\$ 5,200.00
Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile	
Restrooms (additional purchase amount per restroom)		\$ 4,800.00
Restrooms (additional monthly rental amount per restroom)		\$ 93.00
<b>25 Item Description - 48'x56' Multipurpose Building</b>		<b>Unit Price</b>
Purchase Price		\$ 137,500.00
Rental Price per month		\$ 2,200.00
Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile	
Block, level and anchoring		\$ 8,800.00
Dismantle cost at end of lease		\$ 7,800.00
Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile	
<b>26 Item Description - 56'x68' Multipurpose Building</b>		<b>Unit Price</b>
Purchase Price		\$ 218,750.00
Rental Price per month		\$ 3,500.00
Delivery cost to site (per floor - escorts required)	\$900 first 50 miles + \$8.50 for each additional mile	
Block, level and anchoring		\$ 10,000.00
Dismantle cost at end of lease		\$ 8,500.00
Return delivery to MMMC at end of lease (per fl./escorted)	\$900 first 50 miles + \$8.50 for each additional mile	
<b>27 Item Description - 72'x56' Multipurpose Building</b>		<b>Unit Price</b>
Purchase Price		\$ 237,500.00
Rental Price per month		\$ 3,800.00
Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile	
Block, level and anchoring		\$ 13,200.00
Dismantle cost at end of lease		\$ 11,500.00
Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile	

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**Section 3**  
**Wood Frame Type V Buildings**

<b>1</b>	<b>Item Description - 12'x40' Office Building</b>	<b>Unit Price</b>
	Purchase Price	\$ 29,900.00
	Rental Price per month	\$ 460.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 1,500.00
	Dismantle cost at end of lease	\$ 1,200.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>2</b>	<b>Item Description - 12'x52' Office Building (140 MPH)</b>	<b>Unit Price</b>
	Purchase Price	\$ 39,000.00
	Rental Price per month	\$ 600.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 1,500.00
	Dismantle cost at end of lease	\$ 1,200.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>3</b>	<b>Item Description - 12'x52' Office Building (146 MPH)</b>	<b>Unit Price</b>
	Purchase Price	\$ 33,750.00
	Rental Price per month	\$ 675.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 1,600.00
	Dismantle cost at end of lease	\$ 1,200.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>4</b>	<b>Item Description - 12'x56' Office Building (140 MPH)</b>	<b>Unit Price</b>
	Purchase Price	\$ 37,700.00
	Rental Price per month	\$ 580.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 1,700.00
	Dismantle cost at end of lease	\$ 1,300.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>5</b>	<b>Item Description - 12'x56' Office Building (146 MPH)</b>	<b>Unit Price</b>
	Purchase Price	\$ 41,600.00
	Rental Price per month	\$ 640.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 1,700.00
	Dismantle cost at end of lease	\$ 1,300.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>6</b>	<b>Item Description - 24'x56' Office Building (140 MPH)</b>	<b>Unit Price</b>
	Purchase Price	\$ 72,150.00
	Rental Price per month	\$ 1,110.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 3,000.00
	Dismantle cost at end of lease	\$ 2,500.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>7</b>	<b>Item Description - 24'x56' Office Building (146 MPH)</b>	<b>Unit Price</b>
	Purchase Price	\$ 76,700.00
	Rental Price per month	\$ 1,180.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring	\$ 3,500.00
	Dismantle cost at end of lease	\$ 2,700.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile

**The School District of Suwannee County, Florida**  
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Section 3 Continued

<b>8</b>	<b>Item Description - 12'x56' M-Plex Floors</b>	<b>Unit Price</b>
	End Unit with Restrooms Purchase Price (per floor)	\$ 42,900.00
	End Unit with Restrooms Monthly Rental Price (per floor)	\$ 660.00
	End Unit without Restrooms Purchase Price (per floor)	\$ 36,400.00
	End Unit without Restrooms Monthly Rental Price (per floor)	\$ 560.00
	Center Unit Purchase Price (per floor)	\$ 30,550.00
	Center Unit Monthly Rental Price (per floor)	\$ 470.00
	Delivery cost to site (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
	Block, level and anchoring (per floor)	\$ 2,000.00
	Dismantle cost at end of lease (per floor)	\$ 1,700.00
	Return delivery to MMMC at end of lease (per floor)	\$700 first 50 miles + \$5.50 for each additional mile
<b>9</b>	<b>Item Description - 28'x72' Medical Clinic (with X-Ray room)</b>	<b>Unit Price</b>
	Purchase Price	\$ 169,000.00
	Delivery cost to site (per floor - escorted)	\$900 first 50 miles + \$8.50 for each additional mile
	Block, level and anchoring (per floor)	\$ 5,000.00
<b>10</b>	<b>Item Description - 42'x60' Medical Clinic (with X-Ray room)</b>	<b>Unit Price</b>
	Purchase Price	\$ 217,600.00
	Delivery cost to site (per floor - escorted)	\$900 first 50 miles + \$8.50 for each additional mile
	Block, level and anchoring	\$ 7,500.00

The School District of Suwannee County, Florida  
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Attachment "C" - Other Modular Buildings Included in Bid

**Section 4**  
**Steel Storage Containers/Offices**

<b>1</b>	<b>Item Description - 8'x10' Storage Unit</b>	<b>Unit Price</b>
	Rental Price per month	\$ 80.00
	Delivery cost to site (per floor)	\$50 + \$3.00 per mile
	Anchoring	\$75 per anchor + \$3 per mile
	Return delivery to MMMC at end of lease (per floor)	\$50 + \$3.00 per mile
<b>2</b>	<b>Item Description - 8'x20' Storage Unit</b>	<b>Unit Price</b>
	Rental Price per month	\$ 85.00
	Delivery cost to site (per floor)	\$50 + \$3.00 per mile
	Anchoring	\$75 per anchor + \$3 per mile
	Return delivery to MMMC at end of lease (per floor)	\$50 + \$3.00 per mile
<b>3</b>	<b>Item Description - 8'x20' Storage Unit (double door)</b>	<b>Unit Price</b>
	Rental Price per month	\$ 105.00
	Delivery cost to site (per floor)	\$50 + \$3.00 per mile
	Anchoring	\$75 per anchor + \$3 per mile
	Return delivery to MMMC at end of lease (per floor)	\$50 + \$3.00 per mile
<b>4</b>	<b>Item Description - 8'x20' Office/Storage Combination Unit</b>	<b>Unit Price</b>
	Rental Price per month	\$ 175.00
	Delivery cost to site (per floor)	\$50 + \$3.00 per mile
	Anchoring	\$75 per anchor + \$3 per mile
	Return delivery to MMMC at end of lease (per floor)	\$50 + \$3.00 per mile
<b>5</b>	<b>Item Description - 8'x20' Office Unit</b>	<b>Unit Price</b>
	Rental Price per month	\$ 215.00
	Delivery cost to site (per floor)	\$50 + \$3.00 per mile
	Anchoring	\$75 per anchor + \$3 per mile
	Return delivery to MMMC at end of lease (per floor)	\$50 + \$3.00 per mile
<b>6</b>	<b>Item Description - 8'x24' Storage Unit</b>	<b>Unit Price</b>
	Rental Price per month	\$ 90.00
	Delivery cost to site (per floor)	\$50 + \$3.00 per mile
	Anchoring	\$75 per anchor + \$3 per mile
	Return delivery to MMMC at end of lease (per floor)	\$50 + \$3.00 per mile
<b>7</b>	<b>Item Description - 8'x40' Storage Unit</b>	<b>Unit Price</b>
	Rental Price per month	\$ 110.00
	Delivery cost to site (per floor)	\$50 + \$3.00 per mile
	Anchoring	\$75 per anchor + \$3 per mile
	Return delivery to MMMC at end of lease (per floor)	\$50 + \$3.00 per mile
<b>8</b>	<b>Item Description - 8'x40' Storage Unit (double door)</b>	<b>Unit Price</b>
	Rental Price per month	\$ 125.00
	Delivery cost to site (per floor)	\$50 + \$3.00 per mile
	Anchoring	\$75 per anchor + \$3 per mile
	Return delivery to MMMC at end of lease (per floor)	\$50 + \$3.00 per mile
<b>9</b>	<b>Item Description - 8'x40' Office/Storage Combination Unit</b>	<b>Unit Price</b>
	Rental Price per month	\$ 265.00
	Delivery cost to site (per floor)	\$50 + \$3.00 per mile
	Anchoring	\$75 per anchor + \$3 per mile
	Return delivery to MMMC at end of lease (per floor)	\$50 + \$3.00 per mile

**The School District of Suwannee County, Florida**  
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**Attachment "C" - Other Modular Buildings Included in Bid**

Section 4 Continued

<b>10 Item Description - 8'x40' Office Unit</b>	<b>Unit Price</b>
Rental Price per month	\$ 315.00
Delivery cost to site (per floor)	\$50 + \$3.00 per mile
Anchoring	\$75 per anchor + \$3 per mile
Return delivery to MMMC at end of lease (per floor)	\$50 + \$3.00 per mile

<b>11 Other Container Products"</b>
Shelving - \$15 per 12' section (exclusive of lumber)
Pipe Rack - \$15 per 12' section
Puck lock - \$30 each
Standard pad lock - \$10 each

**Containers may be purchased and the cost will be determined at the time of purchase in accordance with the provisions outlined in Section I, B, 1.0 of this bid.**

**The School District of Suwannee County, Florida**  
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**Attachment "D" - Other Options Included in Bid**

<b>Item Description - Aluminum Stairs and Ramps Systems</b>	<b>Unit Price</b>
Stair Purchase Price (Education Compliant)	\$ 1,800.00
Stair Monthly Rental Price (Education Compliant)	\$ 75.00
30' Ramp Purchase Price (Education Compliant)	\$ 6,000.00
30' Ramp Monthly Rental Price (Education Compliant)	\$ 175.00
5' x 5' Landing Purchase	\$ 975.00
5' x 5' Landing Monthly Rental	\$ 10.00
6' x 8' Landing Purchase	\$ 1,872.00
6' x 8' Landing Monthly Rental	\$ 20.00
5'-4" x 10'-10" Turnback Landing	\$ 2,405.00
5'-4" x 10'-10" Turnback Landing	\$ 25.00
Additional 10' ramp sections Rental Price	\$ 1,820.00
Additional 10' ramp sections Purchase Price	\$ 20.00
OSHA Stair Purchase Price	\$ 800.00
OSHA Stair Monthly Rental Price	\$ 50.00
Deliver and install each stair	\$ 400.00
Deliver and install 30' ramp	\$ 700.00
Dismantle and return each stair	\$ 400.00
Dismantle and return each 30' ramp	\$ 700.00
Deliver and install each additional landings	\$ 150.00
Dismantle and return each additional landings	\$ 150.00
Deliver and install each additional 10' ramp sections	\$ 150.00
Dismantle and return each additional 10' ramp sections	\$ 150.00
Engineered drawing on custom installations	\$ 600.00

<b>Item Description - Panelized Awning</b>	<b>Unit Price</b>
Purchase Price	\$ 1,000.00
Monthly Rental Price	\$ 75.00
Delivery and Installation	\$ 250.00
Dismantle and return	\$ 250.00

<b>Item Description - Building Skirting</b>	<b>Unit Price</b>
Skirting may be added to any building at a cost of \$15 per lineal foot.	\$ 15/ft

<b>Item Description - Impact Windows and Doors</b>
Impact rated windows and doors may be added to any building with the price to be determined at time of order based on the number of windows and doors to be changed.

<b>Item Description - Lease/Purchase Options</b>
MMMC utilizes an independent third party for these transactions. Prices will be determined at time of sale based on dollar amount of purchase, length of term and interest rates.

<b>Item Description - Fuel Surcharge</b>
MMMC may adjust building transportation charges to cover increases in fuel costs.

<b>Item Description - Customized or Concrete Foundations</b>
Customized and/or concrete foundations may be added to any building with the price to be determined at time of order based on foundation design.



**Item Description - Security/Hurricane Screens**

Security and/or Hurricane screens can be added to any building. Price will be determined by the size and number of windows and doors to be protected.

**Item Description - Additional Services**

As provided in the original bid document, additional services and products may be provided on a negotiated basis.

**Item Description - Building Upgrades**

All buildings can be modified or upgraded to meet the customer's needs. The additional cost of any changes or upgrades will be on a negotiated basis.

**Item Description - Transportation Escorts**

If escorts are required for hauling a building due to it being over height and/or width per Florida regulations, the following charges will be applied.

Up to 100 miles if over height =	\$160/floor
Up to 100 miles if over width =	\$160/floor
Over 100 miles if over height =	\$1.60/mile/floor
Over 100 miles if over width =	\$1.60/mile/floor

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