

**District School Board of Indian River County, Florida
6500 - 57th 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: October 24, 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 AND PRESENTATION OF COLORS by Vero Beach High School's Air Force Junior ROTC Detachment 043 Under the Direction of Wade E. Dues, Chief Master Sergeant (Retired), Aerospace USAF, Science Instructor.
- III. ADOPTION OF ORDERS OF THE DAY
- IV. PRESENTATIONS
 - A. Casual for a Cause – United Way**
 - B. Musical Rendition by Osceola Magnet School 25 Year Celebration**
 - C. Short Video on School Initiatives – Principal and Assistant Principal of the Year, Day of Caring**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
 - A. Approval of Minutes – Dr. Rendell**
 - 1. Approval of September 26, 2017 – Superintendent's Workshop Minutes
 - 2. Approval of September 26, 2017 - Business Meeting Minutes
 - 3. Approval of October 10, 2017 – Business Meeting Minutes
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 of Budget Amendment – Mr. Morrison

This request is for approval of the following budget amendment for fiscal year ending June 30, 2018:

Amendment #1 -Capital Fund

Amendment #1 – Food Service

Superintendent recommends approval.

D. Approval of Superintendent’s Goals for 2017-2018 – Chairman Searcy

On September 26, 2017, the Board discussed the Superintendent’s Goals for 2017-2018 during the 1:00 p.m. workshop. Attached are those Goals for the Board’s approval. Chairman recommends approval.

VII. ACTION AGENDA

A. Approval of 2017-2018 School Advisory Council Membership Composition – Mr. Green

In accordance with Florida Statute 1001.452 and School Board Policy 2125, each school must establish a School Advisory Council (SAC). Each SAC shall be composed of the principal and an appropriately balanced number of teachers, education support employees, students, parents, and other business and community citizens who are representative of the ethnic, racial, and economic community served by the school. School Advisory Councils must include students at high school, may include students at middle school, and do not include students at elementary schools. Completed SAC composition and membership reports are submitted for approval. Superintendent recommends approval.

B. Approval of 2017-2018 School Improvement Plans and District Improvement and Assistance Plan – Mr. Green

In accordance with Florida Statute 1001.42 and School Board Policy 2120, each school must complete a School Improvement Plan with the assistance of their School Advisory Council. In addition, the District must complete a District Improvement and Assistance Plan. The District Improvement and Assistance Plan and the School Improvement Plans are completed using an 8-Step, Problem Solving Process. This process includes analyzing data, setting goals and targets, and developing action plans for improvement. School Improvement Plans are submitted for approval and can be accessed without a password at <https://www.floridacims.org/districts/indian-river>. The District’s Improvement and Assistance Plan and Oslo Middle School’s School Improvement Plan are included in the backup. Superintendent recommends approval.

C. Approval of the Educational Facilities Supplementary Plant Survey Number 5 Version 7 for the School District of Indian River County – Mr. Teske

Approval is recommended for the Educational Facilities Supplementary Plant Survey for the School District of Indian River County. On June 25, 2013, the School Board approved the Educational Facilities Plant Five Year Survey Report for 2013-2018. A Supplemental Survey was recently conducted in order to update the 2013-2018 survey information and to make the necessary survey changes in association with the new construction and renovations for the conversion of the existing Gifford Alternative Center to a Technical Center for Career & Adult Education facility. The recommendations for Survey Amendment Number 5 Version 7 requests permission from the Florida Department of Education to perform the necessary construction and renovations associated with the Technical Center for Career & Adult Education project. The Superintendent recommends approval.

D. Approval to Award RFQ #01-0-2018/JC Construction Management Services for the Construction of the Technical Education Center to Summit Construction of Vero Beach, LLC - Mr. Morrison

The Facilities, Planning and Construction Department requested that a Request for Qualifications for Construction Management at Risk (CMAR) be promulgated for the construction of the Technical Career Center. The project consists of the construction of a new vocational classroom/lab building and renovations of existing classrooms for the conversion of the Gifford Alternative Center campus to a Career and Adult Education Facility as per drawings provided by Donadio & Associates Architects, P.A. The total project budget is \$1,835,000 which includes Architect/Engineering Fees, Testing, Commissioning and construction costs. As per Florida Statutes Ch. 287.055 F.S. negotiations Summit Construction of Vero Beach, LLC are complete. Please see attached backup. Individual score sheets are on file in the Purchasing Department. Superintendent recommends approval.

E. Approval of the Construction Management at Risk Contract with Summit Construction of Vero Beach, LLC for the Technical Education Center Project (SDIRC #01-0-2018JC) – Mr. Teske

Approval is recommended for the Construction Management at Risk (CMAR) Contract between the School Board of Indian River County and Summit Construction of Vero Beach, LLC, for the Technical Education Center Project (SDIRC #01-0-2018JC). This project will consist of the construction of a new +/- 4,000 square foot single-story Vocational Classroom/Lab Building consisting of a Welding Lab, Building Construction Lab and Common Classroom Area, as well as Renovations to existing classrooms, for the conversion of the existing Gifford Alternative School Campus to a Technical Center for Career & Adult Education Facility. The Design Phase Fee in the amount of \$60,000.00 and the Overhead & Profit fee of 4.5% were negotiated between the Contractor and the District on October 11, 2017. Upon Board approval of this contract, the Contractor and the District will begin to establish and negotiate a Guaranteed Maximum Price (GMP) for the project. The final GMP will be submitted for approval at a future Board Meeting. Superintendent recommends approval.

VIII. SUPERINTENDENT'S REPORT

IX. DISCUSSION
Legislative Priorities

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. The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

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The District School Board of Indian River County met on September 26, 2017, at 1:00 p.m. The Superintendent's 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, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Vice Chairman Shawn R. Frost was absent. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

Superintendent's Workshop Minutes

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

II. **PURPOSE OF THE WORKSHOP**

Dr. Rendell explained to the Board Members the topics that will be covered during this workshop. The first will be on the Superintendent's Goals for the year. Then there will be a wrap up review on the experience we had with Hurricane Irma by Mr. Teske. Dr. Martinez was supposed to do the Presentation for the PBIS and will not be able to do so at this time. We will do this later. The third topic today will be on the Textbook Adoption Process by Mrs. Dampier.

III. **PRESENTATIONS**

A. **Superintendent's Goals for 2017-2018 – Dr. Rendell**

Dr. Rendell went over the material that was provided to the Board Members for this discussion. They were the Five Year Strategic Plan, Goals for 2017-2018, and Monitoring Framework. Dr. Rendell reviewed all three hand-outs in detail for the Board Members. Each of the Board Members had questions for the different Monitoring Framework Items. Dr. Rendell responded with specific expectations for his goals. As the five goals were reviewed in detail, each of the Board Members had suggestions, as well. One of the Board Members brought up the Superintendent's Evaluation Tool, how some tools were gathered from other districts in the state and asked, if they can be shared. The Board agreed the evaluation needs to be revamped and they would like to hear from Dr. Rendell, as well. Mrs. Esplen was asked to distribute these samples to the Board Members. Dr. Rendell said he would bring the protocol to the Board as an Action Agenda item for approval.

RECESS at 2:17 for a five-minute break.

B. **Hurricane Irma Review – Mr. Teske**

Mr. Teske, Mr. Green, and Mr. Morrison came to the table to start this portion of the workshop. Dr. Rendell opened this portion of the workshop with explaining to the Board Members the experience the District had prior to the storm, during the storm, and after the storm. He introduced Mr. Teske, Mr. Green, Mr. Morrison and Mr. Michael. Mr. Teske presented a PowerPoint presentation for Pre-Storm Preparation,

During Storm Activities, and Post-Storm Procedures. He proceeded to share each of the departments' functions and brought each department head up to present their slides. As Mr. McCarty from School Food Service made his presentation, he also shared with the Board Members the request he received to serve the community. They launched two of the Emergency Meals Buses. Over 4000 meals were served in two days. Miss Idlette spoke with regards to the transportation/travel support. This included the protocols that had to be followed, securing the vehicles, staff, and Bus Compound during the pre-storm, during, and post-storm. The Transportation Department was very appreciative to have the time to run their routes prior to school re-opening. Mrs. Gregora spoke on behalf of the Health Services that was provided before, during, and after the storm. She explained to the Board Members the different types of coverage that were available at each shelter, along with how things were prioritized evacuations to and from shelter. A question came up with regards to the possibility of a person expiring in one of the School District's Shelters. Mr. Teske went through the entire process and was pleased to say that this situation didn't happen during this storm. Mr. Copeman covered Building Standards and Code Compliance. He reviewed the pre-storm, during the storm, and post-storm. Mr. Copeman's group worked closely with Mr. Michael's group after the storm. Assessments, damage reports, and updates were prepared on a spreadsheet. As the Board Members had questions, each department answered them and the Board was pleased. Mr. Green covered the IT coverage, all HR items, MOU items, communication, and how they were all affiliated. He compared this storm to how things were covered back from the storms in 2002-2004. It was also discussed about the payment to the employees and the new building. One of the Board Member's was very happy with the new building and the security of the IT equipment. Law Enforcement Support was presented by Mr. Teske and Sgt. Partee. They both covered the situation at Osceola Magnet School and how it was resolved. The Board Members had several questions on this and continued to praise to SRO's (Student Resource Officer's) and all departments. Mr. Morrison spoke about Risk Management in conjunction with the storm. He also spoke about payroll, MOU, purchasing, and the warehouse workers. Mr. Morrison went on to explain the task moving forward in working with FEMA with this storm and trying to finalize things from the 2004 storms. Claims have been opened for everything. The Board Members had questions about the older claims. Mr. Morrison shared candid conversations that were had with FEMA. The process is moving along a little better than it was in the past. The discussion of a temporary person or company to assist with this task was brought up by a Board Member. The Chairman and members of the Board were again very complimentary of the team effort that was done during this time. Mr. Teske wrapped up his portion of the workshop with sharing the Administrator's Role. An After-Action Review was provided to each of the Board Members for review. Each of the Board Members took a moment to speak to this panel. Appreciation was again expressed. Also, the Board Members discussed the funding, reimbursement, legislation, and the responsibility of the state.

RECESS at 4:05 for a five-minute break.

C. ~~PBIS Presentation~~

D. Textbook Adoption Process – Dr. Rendell

Dr. Rendell introduced Mrs. Dampier, Dr. Jones, and Mrs. Baysura. They will be discussing the Adoption of Instructional Material. Mrs. Dampier reviewed the process. Dr. Jones reviewed the timeline in details, along with the committee and their meetings. Mrs. Baysura continued to review a portion of the presentation and timeline. Mrs. Dampier shared with the Board Members, the assistance from Mrs. D'Agresta with securing two attorneys as Hearing Officers, if they are needed. One of the Board Members asked to have this mentioned during this evening's Business Meeting, so the public that watching is aware of the committee. Dr. Rendell explained the standards that are forthcoming. Concerns were expressed by the Board Members and Dr. Rendell. Mrs. Dampier responded to their concerns. The discussion of waiting on this was a concern due to Language Arts and Math are coming due next year. A Board Member asked about availability to review the material. It was explained this will be available electronically and at the school sites. They will not be able to take the books home. The Board Members are looking forward to seeing the material as it is presented.

- III. ADJOURNMENT – Chairman Searcy
Meeting adjourned at approximately 4:33 p.m.

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The District School Board of Indian River County met on September 26, 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, 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. Vice Chairman Shawn R. Frost was absent. Prior to the meeting, an invocation was given by Reverend Randy Bryant, from Ryanwood Fellowship, Free Will Baptist Church of 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 AND PRESENTATION OF COLORS BY:

Vero Beach High School’s Air Force Junior ROTC Detachment 043 Under the Direction of Wade E. Dues, Chief Master Sergeant (Retired), Aerospace USAF, Science Instructor.
- III. ADOPTION OF ORDERS OF THE DAY
Chairman Searcy called for a MOTION to Adopt the Orders of the Day. Mrs. Simchick moved approval for the Orders of the Day. Mrs. Justice seconded the motion and it carried unanimously, with a 4-0 vote.
- IV. PRESENTATIONS
 - A. **FSA Perfect Scores – Certificate Presentation to Secondary Students**
Dr. Rendell explained to the Board Members and audience that this presentation was for the student’s academic achievements on the specific state testing. Ms. McMillan announced each student’s name, while Mr. Taylor and Mr. Green handed out the awards. Each student shook the hands of the Superintendent and Board Members. A group photo was taken after all students received their awards.
 - B. **Short Video on School Initiatives – Attendance Awareness Month**
There was a short video on how each of the schools is promoting attendance within the School District. The discussion of each school’s program was presented.
- V. CITIZEN INPUT
Liz Cannon spoke with regards to the Action Item B.

VI. CONSENT AGENDA

Chairman Searcy called for a Motion to accept the Consent Agenda items. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 4-0 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.

B. 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.

VII. ACTION AGENDA

A. Approval for a Public Hearing for Adoption of New School Board Policy 6334 –Mr. Morrison

On July 25, 2017, the Board moved approval to set a Public Hearing date to adopt a new School Board Policy 6334. The purpose of this new policy is to bring the district in compliance to the requirements F.A.C 6A-2.0010 State Requirements for Educational Facilities. The policy change process was followed in accordance with Florida Statutes under Florida Administrative Procedures Act, Chapter 120 Rulemaking; and School Board Policy 0131. The proposed policy is attached. Superintendent recommended approval.

Chairman Searcy opened the Public Hearing and asked Dr. Rendell, if it was documented, and properly advertised. Dr. Rendell said it was publicly noticed and he had no responses. Chairman Searcy concluded the Public Hearing. The Board Meeting was reconvened. Dr. Rendell reviewed the policy and asked Mr. Morrison for additional input. Mr. Morrison gave a summary of the Policy and what SREF (State Requirements for Educational Facilities) stood for.

Chairman Searcy called for a MOTION. Mrs. Simchick moved approval of the Policy. Mrs. Justice seconded the motion and it carried unanimously, with a 4-0 vote.

B. Approval to amend the 2017-2018 Salary Schedules to reflect a 2% salary increase for all non-bargaining employees– Dr. Rendell

Approval is requested to amend the 2017-2018 salary schedules for all non-bargaining employees. Non-Bargaining employees are employees that are not represented by a Union or Collective Bargaining Agreement. Examples of these positions are Code Compliance Inspectors, Food Services Managers, Network Specialists, Computer Programmers, Accountants, Administrative Assistants at Schools and District Offices, Principals, Assistant Principals, Assistant Superintendents, Executive Directors, Directors and Coordinators. On July 25, 2017, at its regularly scheduled Board Business Meeting, the School Board unanimously approved the District's Five Year Strategic Plan. Objective 3.1, Strategy 2, indicates that the District will ensure that our working conditions are desirable, including competitive salaries and benefits. It is therefore requested that the salary schedules for all non-bargaining staff of about 268 employees be amended to reflect a \$1200 increase in base pay, which was arrived at using a 2% increase in the average base salary for all non-bargaining employees. This 2% is similar to the salary increase awarded to all Bargaining groups in the district for fiscal year 2017-18. However, this amount will be pro-rated based on the number of contract days for the respective position. By way of example, a 250-day contract employee would receive a \$1200 salary increase to base pay, while a 220-day employee would receive a \$1,056 salary increase to base pay. The total estimated cost is \$369,714 of which the general operating fund impact is estimated to be \$279,745. Superintendent recommended approval

Chairman Searcy turned this over to Dr. Rendell. Dr. Rendell reviewed who would be affected with this increase. He also went over the history of the reasoning behind this request. Chairman Searcy called for a MOTION. Mrs. Justice moved approval to amend the 2017-2018 Salary Schedules. Mrs. Simchick seconded the motion and it carried, with a 4-0 vote. Chairman Searcy asked about the difference in cost and where it came from. Mr. Morrison explained the difference. A Board Member apologized to the CWA and IRCEA. More information with regards to a timeline with increases was provided to the Board by Dr. Rendell. A member of the Board had a question with regards to legal counsel or representation for these employees. Dr. Rendell responded with regards to non-bargaining employee's representation. The Board continued to have a brief discussion on the salary adjustments.

C. Approval for Release of Final Payment to Hamilton Roofing, Inc. for the Fellsmere Elementary School Roof Replacement Project (ITB #14-B-060-DW) – Mr. Teske

Approval is recommended for release of Final Payment in the amount of \$20,912.71 to Hamilton Roofing, Inc. for the Fellsmere Elementary School Roof Replacement Project (as per Brevard County School Board ITB #14-B-060-DW). On May 9, 2017, the Board approved the Owner Contractor Construction Agreement (Lump Sum) for the Fellsmere Elementary Roof Replacement Project in the amount of \$219,782.00 (\$199,802.00 Contractors Bid Price/\$19,980.00 Owner Added Contingency); with the FINAL construction cost for this project totaling \$209,127.07. The unused portion of the contract in the amount of \$10,654.93 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 turned this over to Dr. Rendell. Dr. Rendell reviewed this request of the final payment for Hamilton Roofing to be issued. Chairman called for a MOTION. Mrs. Justice moved approval of the final payment to Hamilton Roofing. Mrs. Zorc seconded the motion and it carried, with a 4-0 vote. A Board Member highlighted the fact of a possible roof leak from the storm was going to be looked at and it was determined the roof held up well. A question on the unused portion of the contract was asked by the Board, and Dr. Rendell responded that it goes back into the Capital Project Fund.

D. Approval of Contract and Clinical Addendum with Express Scripts, Inc. and the School Board of Indian River County – Mr. Morrison

On June 27, 2017, The School Board approved its participation in the Aon Rx Coalition (“ARxC”). Participation in the Coalition provides the School Board of Indian River County access to Aon coalition services, Pharmacy Benefit Management (“PBM”) services for the Board’s prescription drug program, PBM pricing, and the assurance that the quality of our prescription drug benefits is maintained. As a result, the Board receives bulk discounted fees for prescription benefits beyond those typically available to employers’ at-large for pharmacy administration services. The District Benefits Team requested re-pricing of the recent pharmacy expenditures through three participants in the pharmacy coalition, as well as reports to ensure continuity of product and pharmacy for participants. Express Scripts was determined to have the deepest discounts, the best continuity of coverage, quality service, and they agreed to pass through 100% of pharmacy rebates. The estimated savings over this year’s pharmacy claims by moving from Florida Blue to the Aon coalition with Express Scripts is \$500,000 which is an important strategy in managing the finances of the Employee Benefits and Insurance Fund. The only changes for employees will be that they will use a different card for pharmacy services than they use for medical services and their mail order provider will change. Members of HIATF have reviewed this option and unanimously support moving to the Aon coalition with Express Scripts for pharmacy services starting on October 1, 2017. The Agreement between the School Board and Express Scripts, Inc. contains references to certain exhibits and a Master Agreement; however, pursuant to Florida Statute 815.045 the Master Agreement and associated exhibits are exempt from Public Disclosure as a trade secret. Superintendent recommended approval.

Chairman Searcy turned this over to Dr. Rendell. Dr. Rendell reviewed this with the Board Members and asked Mr. Morrison, if he had anything to add. Mr. Morrison briefly covered the deeper discounts and savings. Chairman Searcy called for a MOTION. Mrs. Simchick moved approval of the contract and clinical addendum with Express Scripts, Inc. Mrs. Zorc seconded the motion and it carried, with a 4-0 vote. Dr. Rendell asked Mr. Kaufmann from Aon to come up and speak with regards to this. Mr. Kaufmann answered all questions from the Board. A Board Member commented on being pleased with the continued effort of making sure we never get back to where we were in the past.

E. Approval of Hurricane Irma Make Up Days – Dr. Rendell

In the interest of the safety and well-being of students and employees of the District, the Superintendent declared district-wide closing of schools due to Hurricane Irma, Thursday, September 7, 2017, thru Friday, September 15, 2017. During this time, students missed seven (7) instructional days. The Florida Department of Education has indicated that school districts will have two (2) days waived to cover Thursday, September 7, 2017, and Friday, September 8, 2017. Additionally, the District is able to waive two (2) of the missed instructional days to cover September 11, 2017, and September 12, 2017. Therefore, the District will need to make-up three (3) instructional days. The 2017-2018 Instructional Calendar will be revised to reflect the following make-up days: November 22, 2017, December 21, 2017, and April 2, 2018. Superintendent recommended approval.

Chairman Searcy turned this over to Dr. Rendell. Dr. Rendell reviewed the make-up days with the Board Members. He explained how this timeframe and credits are calculated. Dr. Rendell explained he met with the committee. All members of this committee along with Dr. Rendell, recommended these dates. Mrs. Simchick moved approval on the Hurricane Irma Make-Up Days. Mrs. Zorc seconded the motion and it carried, with a 4-0 vote. A member of the Board asked who was on the committee. Dr. Rendell reviewed the committee members that were within the School District. It was expressed by a Member of the Board, that parents were not asked to be on this committee. Additional conversation came up regarding early release days and was not looked at favorably by the IRCEA due to a MOU having to be issued because these are the teachers Professional Development days. The Board continued with a brief discussion on this matter.

VIII. SUPERINTENDENT'S REPORT

Dr. Rendell explained to the audience and community that we are in the process of updating the Science Instructional Material. Dr. Rendell turned the floor over to Mrs. Dampier. Mrs. Dampier explained what is being done, and the process/timeline. She extended the request to the public for participation.

Dr. Rendell announced the Dad's Take Your Child To School Day. Dad's, Caregivers or Single Parents are encouraged to do so.

IX. DISCUSSION

2017/2018 Legislative Priorities – Mrs. Zorc

Mrs. Zorc provided the Board Members with a copy of the list of what was on the platform last year. She had mentioned she would like it tabled until the next meeting due to Mr. Frost not being able to attend this meeting. A Board Member was thankful for Mrs. Zorc being proactive in getting this started earlier than last year. Mrs. Zorc reviewed the items on the list to be discussed. The Board briefly discussed some of the items and Mrs. Zorc talked about her discussions with the Legislative Representatives. It was brought up that the focus of the legislation may shift. A Board Member expressed the importance of making Education a focus. Assistance by a Board Member was offered. There was a discussion on the FSA testing versus the ACT. Also, the importance of the testing and what other districts fall into this category. A Board Member also gave kudos to the Superintendent for having the district pay for the ACT testing, and having our students take this test. It allowed many more to pass. Statute requires the FSA to be administered per Dr. Rendell.

Board Travel Budget – Chairman Searcy

The Chairman discussed the budget for the travel budget and the importance to stay with the budget, as others have been requested to. If there are times we need to adjust, they would need to come before the Board. Dr. Rendell did state this part of the budget wasn't pointed out to the new members when they started. The comparison from last year to this year's budget was discussed. The Legislative Liaison has additional funds because of the travel to Tallahassee. Chairman said, this is why we need to discuss this. He also said we can discuss the other Board Members can share their travel funds, if they are not using them.

X. SCHOOL BOARD MEMBER MATTERS

A Board Member discussed Casual for a Cause for the United Way, United Way Day of Caring, and Tunnel of Hope/Kids of Hope. Another went on to discuss how impressive the staff was before, during and after the Hurricane. A thank you, went to the Law Enforcement for always being present at our meetings. In closing, a question came up as to when the negotiations would start with the CWA and IRCEA. Mr. Green reviewed the scheduled dates that are slated.

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT'S CLOSING

Dr. Rendell said he was impressed on how everyone got back into the swing of things and thanked everyone for all of their hard work before, during and after the storm.

XIII. ADJOURNMENT – Chairman Searcy

Meeting adjourned at approximately 7:23 p.m.

The District School Board of Indian River County met on October 10, 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 Reverend Graham Bingham, from First Presbyterian Church of 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 AND PRESENTATION OF COLORS BY Sebastian River High School’s Navy Junior ROTC under the Direction of (Lieutenant Commander) LCDR James Landis, USN (Retired) and (Master Sergeant) MSGT Michael Hussey, USMC (Retired).
- III. ADOPTION OF ORDERS OF THE DAY
Chairman Searcy called for a MOTION to Adopt the Orders of the Day. Mrs. Zorc motioned to Adopt the Orders of the Day. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.
- IV. PRESENTATIONS
Prior to the Presentation, Dr. Rendell wanted to share many pieces of art work that were on display in the TEC. These are pieces that were done by middle school students and high school students in the Indian River County School District. A thank you was given to Cox Gifford Seawinds Funeral Home for sponsoring an art contest “Never Forget, A Tribute to 9/11”. Also, thanks to our teachers and students for participating.

A. Casual for a Cause – American Cancer Society, Jenny Davis – Community Manager
Ms. Davis thanked Dr. Rendell for participating in Real Men Wear Pink. She also pointed out he is in the top 25% of the fundraising efforts in the nation. The top school for the Relay for Life was awarded to Gifford Middle School. They have been the top fund raisers for ten of the past twelve years. They raised \$38,000, this year alone. Principal Jones from Gifford Middle School received the plaque for the school. A group photo was taken with Ms. Davis, Principal Jones, Dr. Rendell, and the Board Members.

- B. Musical Rendition by** – Beachland Elementary Chorus, led by Mr. Elvin Hanna
Ms. McMillan introduced Mr. Hanna and the Beachland Elementary School Chorus. They sang the Beachland Song and Three Little Birds by Bob Marley.
- C. Short Video on School Initiatives** – National School Lunch Week
Recipes for Success was the theme. The video showed different schools throughout the district and the standards that are being met. Several of the students shared what they were having for lunch.

V. CITIZEN INPUT

Chairman Searcy received Citizen Input Forms from the following prior to the start of the Business Meeting.

- Dr. John Brown – Confederate Flag
- Lauren LaPointe – Confederate Flag Display at Schools
- JoAnn Lieberman – School Dress Code
- Ronnie Webb – Harassment/Racial
- Clairce Helfand – Clothing
- Dr. Jacqueline Warrior – Bullying Harassment
- Kedia Valido – Discrimination in Schools
- Sandy Mandel – Character of IRC
- Latoya Morgan – Youth & Education
- Marian Wentzel – Racial Suppression on Students
- Jim Edgar – Attire Regulations (when called upon, he declined to speak)
- Constance Peterson – Minority Hiring & Education
- Edward Dillard – Racial Disparity
- Breanna Moore – Discrimination Against African American Students
- Merchon Green – Harassment/Racial

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. Dr. Rendell asked the Chairman if he could interrupt for a moment. He said with the Action of the Consent Agenda, he wanted to welcome the new Assistant Principal for Fellsmere Elementary, Ms. Lyndsey Matheny.

A. Approval of Minutes – Dr. Rendell

1. Approval of September 7, 2017 Special Business Meeting Minutes
 2. Approval of September 7, 2017 Litigation Session Minutes
 3. Approval of September 19, 2017 Business Meeting Minutes
- 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 of Out of Field Teachers Report – Mr. Green

Attached is the Out-of-Field Teachers Report for the first semester of the 2017-2018 school year. This report includes teachers who are out-of-field for course and ESOL. Superintendent recommended approval.

D. Approval of Donations – Mr. Morrison

The Curriculum Department received a donation in the amount of \$3,500 from the Community Credit Union. The donation will fund the monthly principal meetings and the December principal/leadership luncheon. Superintendent recommended approval.

E. Approval to Renew Invitation to Negotiate #2015-18 with PFM Asset Management LLC for Investment Advisory Services - Mr. Morrison

Pursuant to the terms and conditions of ITN #2015-18, the Purchasing Department is requesting approval to renew this ITN for one additional year. Based on the amount of assets under management, the estimated annual financial impact to the District is a minimum of \$15,000. The new contract period will be from October 14, 2017 through October 15, 2018. All terms and conditions will continue as stated in the investment advisory agreement. Please see attached copy of the renewal letter. Superintendent recommended approval.

F. Approval of 2017-2018 Transportation Service Agreement Renewal – Mr. Teske

Attached is the 2017-2018 Transportation Agreements with Indian River Charter High School (IRCHS). The agreement includes the use of the District's Transportation Services from designated pick-up locations to sites in Indian River County for their respective, sponsored programs. Superintendent recommended approval.

VII. ACTION AGENDA

A. Approval of the 2017-2018 5-year District Facilities Work Plan – Mr. Teske

Approval is recommended for the 2017-2018, 5-Year District Facilities Work Plan for the School District of Indian River County. The financial information contained in the Work Plan is based on the Fiscal Years 2018-2022 District's 5-Year Capital Improvement Program (as detailed in the ~~previous~~ following agenda item). In addition, the Work Plan contains information from the Florida Inventory of School Houses (FISH), the Educational Plant Survey, and the Florida Department of Education Cohort Projections, with the information from these sources being effective as of July 1, 2017. The 2017-2018, 5-Year District Facilities Work Plan is a requirement of Florida Department of Education and is due on October 1, 2017, as per State Requirements for Educational Facilities (SREF) Section 3.1(4). Due to Hurricane Irma, a deadline extension of October 11, 2017 has been granted by the Florida Department of Education. Superintendent recommended approval.

Chairman Searcy turned this over to Dr. Rendell. Dr. Rendell provided the information. Chairman Searcy called for a MOTION. Mr. Frost moved approval along with the word change in the blurb from "previous" to "following". Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

B. Approval of the 5-Year Capital Improvement Program for the 2018-2022 Fiscal Years – Mr. Teske

Approval is recommended for the 5-Year Capital Improvement Program for the Fiscal Years 2018-2022. This is the final version of the 5-Year Capital Improvement plan, which was reviewed at the Board Workshop held on June 27, 2017. Included in the packet for approval is the Capital Project Revenues and Other Financing Sources Projections for the Fiscal Years 2018-2022, the 2018-2022 Planning Document, the Summary of the Capital Improvement Program for Fiscal Years 2018-2022 and the detailed Project Pages. Superintendent recommended approval.

Chairman Searcy turned this over to Dr. Rendell. Dr. Rendell provided the information to the Board. Chairman Searcy called for a MOTION. Mr. Frost moved approval of the 5-Year Capital Improvement Program for the 2018-2022 Fiscal Years. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote. One of the Board Members had a question regarding sharing the funds with the Charter Schools and we are meeting the safety and health needs of the students in the classrooms. Dr. Rendell reviewed the changes that were made and how some of this was covered during a workshop over the summer. The Board had some discussion on the prioritizing of these funds and the hard task that is involved in these decisions. The Board Members gave thanks to the staff on how they prioritized these improvements. Mr. Nick Westenberger was asked to speak on a couple of the items. He answered all questions.

C. Approval of Annual Equity Report for 2016-2017 – Mr. Green

Approval is requested for the *Annual Equity Report* for 2016-2017 that will be submitted to the Department of Education. Superintendent recommended approval.

Chairman Searcy turned this over to Dr. Rendell. Dr. Rendell reviewed this with the Board Members. He advised the Board Member that this is a compliance document and has been a Consent Agenda item in the past, along with it being a state requirement. The report contains important information but looks backwards at last year's data. Dr. Rendell reviewed the report with the Board Members and then provided them with a handout along with a PowerPoint slide for the audience to follow. This handout showed more current data. It was a comparison form last year to this year but Subgroup in Advanced Placement/International Baccalaureate courses. Dr. Rendell shared the overall increase of students in these programs. Last year, it was weak and now we are making great strides. He also wanted to cover the hiring area of this report and the great job in promoting our African American employees to positions of leadership. Dr. Rendell provided the percentages to the Board. He did advise the Board Members of the area where we are weak is in African American Classroom Teachers, and is an area we are working on. Dr. Rendell also explained that is why he wanted to make this an Action Agenda item this year so we can highlight the progress that has been made in one year. He asked the Board if they had any questions. One of the Board Members welcomed the new position, Director of Equity – Dr. Deborah Taylor-Long. The Board Member also stated that Dr. John Hodge of the Urban Leadership Learning Center (ULLC) would be coming for an in-service. He was selected by our African American Achievement Committee. They would like to see if there is a time that he would be able to also speak with parents and the community. Mrs. Dampier asked Dr. Long to speak with regards to this, and Dr. Long said Dr. Hodge is coming in from Virginia. She went over his schedule for both trips along with the goals to accomplish while he is here. Dr. Long reviewed what she is currently doing and the monitoring that is going on throughout the district to support the students in their learning efforts. She is reviewing their assessments to make sure these students are succeeding. Mrs. Dampier and Dr. Long discussed many of the goals and plans from Elementary School level to High School level, along with how they plan to achieve them. These goals include many participating staff members. Dr. Long is visiting other districts to see their Equity Departments and to see what programs they have and use. Several of the Board Members had questions and comments. Dr. Long responded and answered the questions. One Board Member wants to see a wish list or want list, and expressed the concern of what it is going to take to achieve these goals. The Board commented about the support the African American Committee receives from the district. They all were pleased with the creation of this position. The monitoring process was discussed as well. Elementary School reading data is up in the district, as well as the graduation rate. A request of streaming the in-service was mentioned. This will be explored.

Chairman Searcy called for a MOTION. Mrs. Justice moved Approval of the Annual Equity Report for 2016-2017. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

VIII. SUPERINTENDENT'S REPORT

Dr. Rendell took this time to wish Mr. Teske a happy birthday.

IX. DISCUSSION

Mrs. Zorc wanted to discuss the Legislative Platform. She handed out a copy of last year's platform and asked that they take these next couple of meeting to discuss what the Board would like to bring to the Legislation. The first discussion was on Alternate Assessment. The Board Members feel this is a priority and knowing the colleges nationwide review the SAT and ACT scores, they would like to see a change from the FSA to the ACT. As we are all aware, the FSA is required. A Board Member has requested a letter be created and sent to others outside of the two representatives we have. Once the letter is created, we should send it to Mrs. D'Agresta to review. We need to remember our Commissioner's only render opinions. One of the members suggested sending the letter to the Governor and he will direct the Commissioners accordingly. All of the Board Members feel this is a priority that needs to remain on the list.

The second issue was Paper/Pencil Test Administration. Dr. Rendell asked Ms. Liz Cannon, Instructor, to come up for her input on this discussion. She explained the difference in her classroom between Paper/Pencil versus Digital. Along with, the cost savings and time spent at the copier. Mr. Green stated that 50 Instructors are completely all digital. One of the Board Members asked Mr. Green as to when would he predict the county would have 100% digital classrooms. Mr. Green stated that each student would have an electronic device over the next four years as long as everything stays on track. This is dependent on the life cycle of existing units. Ms. Cannon also stated the amount of down time being three weeks versus six days with being digital. One of the Board Members is torn on how this test is issued. They do want to leave this on the platform.

Level Funding - Restore Advanced Funding of the FEFP was the next platform. As the Board Members had their open discussion, one feels this many not be one that is going anywhere. Another feels this affects many districts and others requested for this to remain on the Legislation Platform. The Board asked the Superintendent to speak on this as well. He said no one had any traction and feels it has to come from the DOE. It was asked that we leaving this on until the Board Members complete the list that needs to be presented.

Class Size Amendment Flexibility – The Board Members asked that this stay on and be addressed.

Best and Brightest Teacher Scholarship Program – One of the Board Members feels it needs to stay on and another stated it needs to be reworded based on emails and statements.

The discussion on what needs to be added was covered as well. One of the items discussed was FEMA and the funding. Especially, since the School Districts are being mandated to have the shelters. One of the Board Members asked the Superintendent to assist with putting the information together for this. Dr. Rendell said he would be more than happy to do this. He also stated he will work with Mrs. D'Agresta and how some of the other Districts Attorneys are handling the FEMA and shelter issue. Staffing and reimbursement are two of the items they will address.

The discussion of the Central Florida Coalition was another discussion that was brought up and further research will be done to discuss at the next Board Meeting. The Board continued with another topic being Transportation Funding. As this discussion progressed, it was suggested that the district is underfunded. One of the Board Members is also concerned for the students that go to school of choice.

There was a discussion on the student's schedule during testing time and their schedule being frozen. Dr. Rendell and Dr. Jones are working on some creativity with regards to the schedule.

One of the Board Members brought up the dress code discussion again and wants to revisit the Fort Pierce Central dress code. Knowing there is an issue with in the entire school district. As the discussion progressed, it was discussed to have the current dress code more detailed. They want to see how Fort Pierce Central is doing. It was mentioned that this can be discussed during the Code of Conduct Meetings. Culture and Climate was also mentioned. It was discussed that almost all of the Elementary and Middle Schools already follow a dress code. Sebastian River Middle School is the only school at this time that does not have a dress code in place. The discussion went on with implementation with the High Schools. Incorporating the dress code on the Code of Conduct, may take as long as a year.

X. SCHOOL BOARD MEMBER MATTERS

Congratulations to Glendale, Storm Grove Middle Schools, and Vero Beach High School for being recognized as Five Star Schools. Day of Caring, Wabasso Phoenix Café, and Kids of Hope were all recognized. Another Board Member also brought up the recognition of the Five Star Schools. Recognition also went out to Mr. Hanna for bringing the Singing Sharks from Beachland Elementary School, ROTC Student and thanks to those that make the streaming possible. Appreciation went out to the staff, teachers, CWA workers, and community for coming out to speak.

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT'S CLOSING

Dr. Rendell had nothing further to add.

XIII. ADJOURNMENT – Chairman Searcy

Meeting adjourned at approximately 8:52 p.m.

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Personnel Recommendations

1. Instructional Changes
2. Instructional Leaves
Dixon, Heather – Sebastian River Middle, 9/15/17-11/13/17
Sabourin, Julia – Citrus Elementary, 8/7/17-5/25/17
3. Instructional Promotions
4. Instructional Transfers
Lamscha, Michelle – from Alternative Center for Education, Reading Teacher to Vero Beach Elementary, Primary Teacher 10/25/17
Riddick, Jennifer – from Citrus Elementary, 1st Grade Teacher to Vero Beach Elementary, Resource Teacher 11/21/17
5. Instructional Separations
Braaksma, John – Oslo Middle, resignation 10/20/17
Fredrickson, Sue – Vero Beach Elementary, retirement 11/10/17
Hale, Hollie – Vero Beach Elementary, resignation 9/29/17
Houston, Laurie – Indian River Academy, resignation 10/19/17
Houck, Shane – Treasure Coast Elementary, resignation 10/13/17
Moynihan, Christina – Liberty Magnet, resignation 11/3/17
6. Instructional Employment
Adkins, Cassandra – Oslo Middle, Title I Resource Teacher (Sunset Position) 10/25/17
Alker Lang, Suzanne – Dodgertown Elementary, Primary Teacher 10/25/17
Choice-Wilson, Audrey – Technical Center for Career and Adult Education, Part-time Medical Coder/Biller Teacher 10/25/17
Crosley, Vernetta – Pelican Island Elementary, ESE Teacher 10/25/17
Innocent, Franz – SRHS, Biology/Anatomy Physiology Teacher 10/25/17
Puglise, Deanne – Treasure Coast Elementary, Primary Teacher 10/25/17
Robinson-Yari, Lily – Oslo Middle, Title I Resource Teacher (Sunset Position) 10/25/17

Rubaszewski, Tiffany – Dodgertown Elementary, 5th Grade Teacher 10/25/17

Schaub, Richard – SRHS, Assistant Football Coach (Supplement Only) 10/25/17

Vilardi, Rebecca – Dodgertown Elementary, ESE Teacher 10/25/17

Weekes, Sandra – Sebastian Elementary, 1st Grade Teacher (Sunset Position) 10/25/17

White, Richard – SRHS, Assistant Football Coach (Supplement Only) 10/25/17

7. Support Staff Changes

8. Support Staff Leaves

9. Support Staff Promotions

10. Support Staff Transfers

11. Support Staff Separations

Gibson, Alfonso – Liberty Magnet, resignation 10/16/17

Nuridinova, Nigora – Citrus Elementary, resignation 10/27/17

Schroder, MayAnn Morta – Food Services, resignation 10/13/17

12. Support Staff Employment

Beatty, Melissia – Transportation, Bus Driver 10/25/17

Caye, Julie – Transportation, Bus Driver 10/25/17

Gove, John – Transportation, Bus Driver 10/25/17

Hannigan, Christine – Storm Grove Middle, Senior Secretary I
10/25/17

**McGary, Sherrie – Oslo Middle, .6 Title I Teacher Assistant
10/25/17**

Murano, Brian – Physical Plant, Plumber 10/25/17

**Naranjo, Jennifer – Liberty Magnet, Extended Day Part-time
Child Care Student Assistant 10/25/17**

Robinson, Janice – Transportation, Bus Driver 10/25/17

**Wimes, Britney'Nicole – Pelican Island, Part-time Title I
Teacher Assistant 10/25/17**

13. Administrative Separations

14. Administrative Employment

15. Administrative Leaves

16. Administrative Promotions

17. Approval of Placement in Instructional Substitute Pool
Alvey, Diane – Substitute Teacher 10/25/17
Campbell, Patrice – Substitute Teacher 10/25/17
Gaines, Alwyn – Substitute Teacher 10/25/17
Jones, Tyrell – Substitute Teacher 10/25/17
Perez, Cliff – Substitute Teacher 10/25/17
Ryan, Edward – Substitute Teacher 10/25/17
Seeley, Caitlin – Substitute Teacher 10/25/17

18. Approval of Placement in Support Staff Substitute Pool
Besancon, Brooke – Substitute Extended Day Child Care Assistant 10/25/17
Nigito, Steven – Substitute Teacher Assistant, 10/25/17
Ovil, Sylphida – Substitute Bus Driver 10/25/17
Sears, Brandy – Substitute Bus Driver 10/25/17

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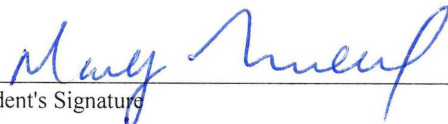
FLORIDA DEPARTMENT OF EDUCATION
 FINANCIAL MANAGEMENT SECTION
 AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2017-2018

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 AMENDMENT No. 1 July 2017 - September 2017
 Capital Projects - Consolidated

| ESTIMATED REVENUE | | | | | |
|-------------------------------|----------|----------------|----------|-----------|----------------|
| | Function | Present Budget | Increase | Decrease | Revised Budget |
| CO & DS Distributed | 3321 | 112,971.00 | 0.00 | 0.00 | 112,971.00 |
| PECO Funds | 3391 | 310,000.00 | 0.00 | 3,970.00 | 306,030.00 |
| Charter School Capital Outlay | 3397 | 436,245.00 | 0.00 | 7,312.00 | 428,933.00 |
| Miscellaneous State Source | 3399 | 13,020.00 | 0.00 | 15.16 | 13,004.84 |
| Local Capital Improvement Tax | 3413 | 25,456,752.00 | 0.00 | 0.00 | 25,456,752.00 |
| Interest on Investments | 3431 | 32,158.00 | 0.00 | 0.00 | 32,158.00 |
| Miscellaneous Local Sources | 3490 | 33,468.60 | 0.00 | 0.00 | 33,468.60 |
| Impact Fees | 3496 | 1,100,000.00 | 0.00 | 0.00 | 1,100,000.00 |
| Transfer from General | 3620 | 1,510,000.00 | 0.00 | 0.00 | 1,510,000.00 |
| Fund Equity | 2700 | 12,592,689.85 | 0.00 | 0.00 | 12,592,689.85 |
| | | | | | |
| Totals | | 41,597,304.45 | 0.00 | 11,297.16 | 41,586,007.29 |

| APPROPRIATIONS | | | | | |
|----------------------------------|-----------------|----------------|------------|------------|----------------|
| | Function/Object | Present Budget | Increase | Decrease | Revised Budget |
| Buildings & Fixed Equipment | 7400 - 630 | 4,221,518.92 | 194,670.00 | 2,145.00 | 4,414,043.92 |
| Furniture / Fixtures / Equipment | 7400 - 640 | 1,521,945.11 | 12,232.82 | 0.00 | 1,534,177.93 |
| Motor Vehicles | 7400 - 650 | 1,174,199.40 | 0.00 | 0.00 | 1,174,199.40 |
| Improvements Other Than Bldgs. | 7400 - 670 | 2,489,646.22 | 9,833.14 | 6,738.88 | 2,492,740.48 |
| Remodeling & Renovations | 7400 - 680 | 14,339,497.22 | 0.00 | 54,481.11 | 14,285,016.11 |
| Computer Software | 7400 - 690 | 0.00 | 0.00 | 0.00 | 0.00 |
| Debt Services | 9200 - 730 | 0.00 | 0.00 | 0.00 | 0.00 |
| Transfer to General Fund | 9700 - 910 | 5,383,949.00 | 0.00 | 7,312.00 | 5,376,637.00 |
| Transfer to Debt Service Fund | 9700 - 920 | 11,366,548.58 | 0.00 | 0.00 | 11,366,548.58 |
| Restricted Fund Balance | 2726 | 1,100,000.00 | 37,313.87 | 194,670.00 | 942,643.87 |
| | | | | | |
| Totals | | 41,597,304.45 | 254,049.83 | 265,346.99 | 41,586,007.29 |

Adopted By Board: October 24, 2017



District Superintendent's Signature

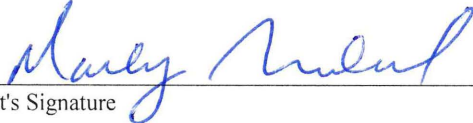
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FLORIDA DEPARTMENT OF EDUCATION
 FINANCIAL MANAGEMENT SECTION
 AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2017-2018

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 AMENDMENT No. 1 July 2017 - September 2017
 Capital Projects - Public Education Capital Outlay (PECO)

| ESTIMATED REVENUE | | | | | |
|--------------------------|-----------------|----------------|----------|----------|----------------|
| | Function | Present Budget | Increase | Decrease | Revised Budget |
| PECO Funds | 3391 | 310,000.00 | 0.00 | 3,970.00 | 306,030.00 |
| Fund Equity | 2700 | 25,146.28 | 0.00 | 0.00 | 25,146.28 |
| Totals | | 335,146.28 | 0.00 | 3,970.00 | 331,176.28 |
| APPROPRIATIONS | | | | | |
| | Function/Object | Present Budget | Increase | Decrease | Revised Budget |
| Remodeling & Renovations | 7400 - 680 | 335,146.28 | 0.00 | 3,970.00 | 331,176.28 |
| Totals | | 335,146.28 | 0.00 | 3,970.00 | 331,176.28 |

Adopted By Board: October 24, 2017



District Superintendent's Signature

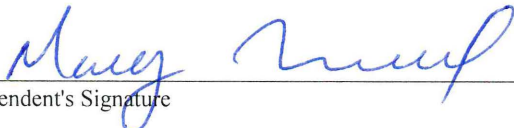
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10-11-17

FLORIDA DEPARTMENT OF EDUCATION
 FINANCIAL MANAGEMENT SECTION
 AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2017-2018

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 AMENDMENT No. 1 July 2017 - September 2017
 Capital Projects - Capital Outlay and Debt Service (CO/DS)

| ESTIMATED REVENUE | | | | | |
|--------------------------------|-----------------|----------------|----------|----------|----------------|
| | Function | Present Budget | Increase | Decrease | Revised Budget |
| CO & DS Distributed | 3321 | 112,971.00 | 0.00 | 0.00 | 112,971.00 |
| Fund Equity | 2700 | 169,668.30 | 0.00 | 0.00 | 169,668.30 |
| | | | | | |
| Totals | | 282,639.30 | 0.00 | 0.00 | 282,639.30 |
| APPROPRIATIONS | | | | | |
| | Function/Object | Present Budget | Increase | Decrease | Revised Budget |
| Improvements Other Than Bldgs. | 7400 - 670 | 64,145.02 | 0.00 | 0.00 | 64,145.02 |
| Remodeling & Renovations | 7400 - 680 | 218,494.28 | 0.00 | 0.00 | 218,494.28 |
| | | | | | |
| Totals | | 282,639.30 | 0.00 | 0.00 | 282,639.30 |

Adopted By Board: October 24, 2017



District Superintendent's Signature

KC
10-11-17

**FLORIDA DEPARTMENT OF EDUCATION
 FINANCIAL MANAGEMENT SECTION
 AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2017-2018**

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 AMENDMENT No. 1 July 2017 - September 2017
 Capital Projects - Local Capital Improvement Tax**

| ESTIMATED REVENUE | | | | | |
|----------------------------------|-----------------|----------------|-----------|-----------|----------------|
| | Function | Present Budget | Increase | Decrease | Revised Budget |
| Local Capital Improvement Tax | 3413 | 25,456,752.00 | 0.00 | 0.00 | 25,456,752.00 |
| Interest on Investments | 3431 | 32,158.00 | 0.00 | 0.00 | 32,158.00 |
| Fund Equity | 2700 | 8,560,524.18 | 0.00 | 0.00 | 8,560,524.18 |
| Totals | | 34,049,434.18 | 0.00 | 0.00 | 34,049,434.18 |
| APPROPRIATIONS | | | | | |
| | Function/Object | Present Budget | Increase | Decrease | Revised Budget |
| Buildings & Fixed Equipment | 7400 - 630 | 784,586.90 | 0.00 | 0.00 | 784,586.90 |
| Furniture / Fixtures / Equipment | 7400 - 640 | 1,295,628.07 | 10,087.85 | 0.00 | 1,305,715.92 |
| Motor Vehicles | 7400 - 650 | 1,172,699.55 | 0.00 | 0.00 | 1,172,699.55 |
| Improvements Other Than Bldgs. | 7400 - 670 | 2,276,656.41 | 9,833.14 | 0.00 | 2,286,489.55 |
| Remodeling & Renovations | 7400 - 680 | 12,205,610.67 | 0.00 | 19,920.99 | 12,185,689.68 |
| Transfer to General Fund | 9700 - 910 | 4,947,704.00 | 0.00 | 0.00 | 4,947,704.00 |
| Transfer to Debt Service Fund | 9700 - 920 | 11,366,548.58 | 0.00 | 0.00 | 11,366,548.58 |
| Totals | | 34,049,434.18 | 19,920.99 | 19,920.99 | 34,049,434.18 |

Adopted By Board: October 24, 2017



 District Superintendent's Signature

KC
10-11-17

FLORIDA DEPARTMENT OF EDUCATION
 FINANCIAL MANAGEMENT SECTION
 AMENDMENT TO DISTRICT SCHOOL BUDGET FY 2017-2018

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 AMENDMENT No. 1 July 2017 - September 2017
 Capital Projects - Other Capital Funds

| ESTIMATED REVENUE | | | | | |
|----------------------------------|-----------------|----------------|------------|------------|----------------|
| | Function | Present Budget | Increase | Decrease | Revised Budget |
| Charter School Capital Outlay | 3397 | 436,245.00 | 0.00 | 7,312.00 | 428,933.00 |
| Miscellaneous State Source | 3399 | 13,020.00 | 0.00 | 15.16 | 13,004.84 |
| Miscellaneous Local Sources | 3490 | 33,468.60 | 0.00 | 0.00 | 33,468.60 |
| Impact Fees | 3496 | 1,100,000.00 | 0.00 | 0.00 | 1,100,000.00 |
| Transfer from General | 3610 | 1,510,000.00 | 0.00 | 0.00 | 1,510,000.00 |
| Fund Equity | 2700 | 3,837,351.09 | 0.00 | 0.00 | 3,837,351.09 |
| Totals | | 6,930,084.69 | 0.00 | 7,327.16 | 6,922,757.53 |
| APPROPRIATIONS | | | | | |
| | Function/Object | Present Budget | Increase | Decrease | Revised Budget |
| Buildings & Fixed Equipment | 7400 - 630 | 3,436,932.02 | 194,670.00 | 2,145.00 | 3,629,457.02 |
| Furniture / Fixtures / Equipment | 7400 - 640 | 226,317.04 | 2,144.97 | 0.00 | 228,462.01 |
| Motor Vehicles | 7400 - 650 | 1,499.85 | 0.00 | 0.00 | 1,499.85 |
| Improvements Other Than Bldgs. | 7400 - 670 | 148,844.79 | 0.00 | 6,738.88 | 142,105.91 |
| Remodeling & Renovations | 7400 - 680 | 1,580,245.99 | 0.00 | 30,590.12 | 1,549,655.87 |
| Debt Services | 9200 - 730 | 0.00 | 0.00 | 0.00 | 0.00 |
| Transfer to General Fund | 9700 - 910 | 436,245.00 | 0.00 | 7,312.00 | 428,933.00 |
| Restricted Fund Balance | 2726 | 1,100,000.00 | 37,313.87 | 194,670.00 | 942,643.87 |
| Totals | | 6,930,084.69 | 234,128.84 | 241,456.00 | 6,922,757.53 |

Adopted By Board: October 24, 2017

District Superintendent's Signature

KE
10-11-17

Capital Fund - Amendment # 1

ESTIMATED REVENUES:

Total estimated revenues decreased by (\$ 11,297.16) for the months of July 2017 through September 2017

Object Code 3300 - State Sources:

\$ (3,970.00) - Decrease estimated revenue budget for District Capital Outlay (PECO) DOE Calculation
(7,312.00) - Decrease estimated revenue budget for Charter School Capital Outlay (PECO) DOE Calculation
(15.16) - Decrease estimated revenue budget for Misc. State Sources Fuel Tax Rebate Adjustment
\$ (11,297.16) Net Decrease estimated State Sources

\$ (11,297.16) Total Decrease in Estimated Revenue

APPROPRIATIONS

Major Changes in the Appropriations budget are reflected as follows:

Other Capital Funds:

\$ 194,670.00 - Increase approp. budget for Impact Fees and Interest Collected to Student Capacity Growth
(3,970.00) - Decrease approp. budget for State Capital Outlay DOE Initial Calculation
(7,312.00) - Decrease approp. budget for Charter School Capital Outlay DOE Re-calculation
(33,994.60) - Decrease approp. budget for Performance Contracting ConEdison Change Order Reduction
(3,319.27) - Decrease approp. budget for Performance Contracting Interest Earned to Debt Fund
(15.16) - Decrease approp. budget for Fuel Rebate Refund Adjustment
\$ 146,058.97 Net increase in appropriations budget Other Capital Funds

\$ 146,058.97 Total Increase in Budget Appropriations

RESTRICTED FUND BALANCE:

There was a decrease to Restricted Fund Balance of \$ (157,356.13) for the months of July 2017 through September 2017, as follows:

\$ (157,356.13) - Decrease to Restricted Fund Balance
\$ (157,356.13) Total Decrease to Budgeted Fund Balance

All other Fund changes in Appropriations are due to re-classing of objects codes with in projects during this period.

KE
10-11-17


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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 Amendment #1 - July 2017 - September 2017
 Food Service

| ESTIMATED REVENUE | | | | | |
|------------------------------------|----------|------------------|-----------|----------|----------------|
| | Function | Beginning Budget | Increase | Decrease | Revised Budget |
| National School Lunch Act | 3260 | 5,694,890.82 | 0.00 | 0.00 | 5,694,890.82 |
| USDA Donated Commodities | 3265 | 533,017.00 | 0.00 | 0.00 | 533,017.00 |
| Summer Food Service Program | 3267 | 260,500.00 | 0.00 | 0.00 | 260,500.00 |
| Fresh Fruit and Vegetables Program | 3268 | 34,900.00 | 24,900.00 | 0.00 | 59,800.00 |
| Food Service Supplement | 3300 | 98,306.00 | 0.00 | 0.00 | 98,306.00 |
| Interest on Investments | 3431 | 2,000.00 | 0.00 | 0.00 | 2,000.00 |
| Food Service Sales | 3450 | 1,248,545.55 | 0.00 | 0.00 | 1,248,545.55 |
| Food Other - Meals on Wheels | 3456 | 350,977.00 | 0.00 | 0.00 | 350,977.00 |
| Food Other - Catering | 3457 | 4,200.00 | 0.00 | 0.00 | 4,200.00 |
| Fund Equity | 2700 | 3,832,030.03 | 0.00 | 0.00 | 3,832,030.03 |
| Totals | | 12,059,366.40 | 24,900.00 | 0.00 | 12,084,266.40 |

| APPROPRIATIONS | | | | | |
|------------------------|-----------------|------------------|-----------|----------|----------------|
| | Function/Object | Beginning Budget | Increase | Decrease | Revised Budget |
| Salaries | 7600 - 100 | 3,098,945.16 | 0.00 | 0.00 | 3,098,945.16 |
| Employee Benefits | 7600 - 200 | 1,037,493.80 | 0.00 | 0.00 | 1,037,493.80 |
| Purchased Services | 7600 - 300 | 213,443.69 | 6,497.32 | 0.00 | 219,941.01 |
| Energy Services | 7600 - 400 | 268,494.16 | 0.00 | 0.00 | 268,494.16 |
| Materials and Supplies | 7600 - 500 | 3,822,607.65 | 24,038.56 | 0.00 | 3,846,646.21 |
| Capital Outlay | 7600 - 600 | 545,549.46 | 664.12 | 0.00 | 546,213.58 |
| Other Expenses | 7600 - 700 | 323,725.85 | 0.00 | 6,300.00 | 317,425.85 |
| Budgeted Fund Balance | | 2,749,106.63 | 0.00 | 0.00 | 2,749,106.63 |
| Totals | | 12,059,366.40 | 31,200.00 | 6,300.00 | 12,084,266.40 |

Adopted By Board: October 24, 2017


 District Superintendent's Signature

KC
10-11-17

Food Service - Amendment # 1

ESTIMATED REVENUES:

Total estimated revenues increased by \$ 24,900 for the months of July 2017 through September 2017

Object Code 3200 - Federal Through State Sources:

| | | |
|----|------------------|--|
| \$ | 25,900.00 | - Increase estimated revenue budget for Fresh Fruit and Vegetable Program (FFVP) adding Indian River Academy |
| \$ | (1,000.00) | - Decrease estimated revenue budget for FFVP Fellsmere Elementary |
| \$ | <u>24,900.00</u> | |

APPROPRIATIONS:

Changes in the Appropriations budget are reflected as follows:

| | | |
|----|------------------|--|
| \$ | 6,497.32 | - Increase appropriations budget for adjustments in Other Purchased Services for Bus #3 Digital Wrap |
| | (861.44) | - Decrease appropriations budget for adjustment in Materials and Supplies |
| | (1,000.00) | - Decrease appropriations budget for FFVP Fellsmere Elementary |
| | 25,900.00 | - Increase appropriations budget for FFVP for Indian River Academy |
| | 664.12 | - Increase appropriations budget for install of equipment Air Curtian for Indian River Academy |
| | (6,300.00) | - Decrease appropriations budget for the adjustment of Other Personnel Services |
| \$ | <u>24,900.00</u> | Net Increase in Appropriations Budget |

BUDGETED FUND BALANCE:

There was an increase to budgeted Fund Balance of \$24,900 for the months of July 2017 through September 2017, as follows:

| | | |
|----|------------------|---|
| \$ | <u>24,900.00</u> | - Increase to Budgeted Fund Balance - |
| \$ | <u>24,900.00</u> | Total Increase to Budgeted Fund Balance |

KC
10.11.17



Goal I – Student Success

Every student receives a high quality education that is grounded in high expectations, personalized to meet his/her needs and interests, and backed by the necessary learning supports.

Objectives

- **Objective 1:** All students graduate with the skills necessary for college and career success.
- **Objective 2:** All students receive high quality instruction and rigorous coursework.
- **Objective 3:** All students are provided the supports needed to ensure their academic success.

Measures of Success

- Increase in Graduation Rate overall and in each subgroup by 2 percentage points
- Increase in Percent Proficient on standardized assessments in grades K-3 by 5 percentage points
- Increase in the number of students completing Career Pathways Programs by 5 percentage points
- Increase in the number of students earning Industry Certifications by 5 percentage points
- Increase in Percent Proficient on all standardized assessments overall and in each subgroup by 5 percentage points
- Increase in Learning Gains on all standardized assessments overall and in each subgroup by 5 percentage points
- Increase in the number of minority students participating in accelerated courses by 5 percentage points
- Increase in the number of minority students demonstrating success in accelerated courses by 5 percentage points

Goal 2 – Culture & Climate

Staff and students thrive in positive learning and work environments where they feel safe, supported, and celebrated.

Objectives

- **Objective 1: Social and Emotional Support;** Every school fosters a caring and responsive culture to ensure a positive learning environment for staff and students.
- **Objective 2: Physical Safety;** Every school provides a safe and secure learning environment.
- **Objective 3: Celebrate Success;** Every school recognizes and celebrates the accomplishments of students and staff.

Measures of Success

- Decrease in the amount of students with office discipline referrals (Level 3 and above) by 3 percentage points
- Decrease in the amount of students with one or more out of school suspensions by 3 percentage points
- Increase student average daily attendance rate by 2 percentage points
- Increase the amount of students with an attendance rate of 90% or higher by 2 percentage points
- Increase the parent satisfaction grade on the climate survey for each school by one letter grade*
- Increase the student satisfaction grade on the climate survey for each school by one letter grade*
- Increase the staff satisfaction grade on the climate survey for each school by one letter grade*
- Increase the parent satisfaction grade on the climate survey for the school district by one letter grade
- Increase the student satisfaction grade on the climate survey for the school district by one letter grade
- Increase the staff satisfaction grade on the climate survey for the school district by one letter grade
- Increase the amount of effective or highly effective responses to training feedback surveys by 2 percentage points
- Increase the amount of schools participating in FL PBIS training by 100%
- Decrease the amount of initial life safety violations by 3 percentage points
- Increase the amount of schools scheduling and completing mandatory safety and security drills to 100%
- Increase the amount of completed work orders for each school and facility to 100%
- Establish a baseline for the number and type of student recognition ceremonies at each school
- Establish a baseline for the number and type of staff recognition ceremonies at each school
- Increase the amount of student survey responses related to positive recognition by 2 percentage points
- Increase the amount of staff survey responses related to positive recognition by 2 percentage points

Goal 3 – High Quality Workforce

Employees are at the heart of our students' success, and we will attract, support, and retain a high quality workforce.

Objectives

- **Objective 1: Attracting;** We intentionally recruit and employ highly skilled and motivated individuals for every position.
- **Objective 2: Supporting;** We support all employees with professional learning opportunities to ensure their growth and students' success.
- **Objective 3: Retaining;** We value our employees and are committed to creating working conditions that support their personal well-being and professional success.

Measures of Success

- Establish compensation and benefits packages that are competitive with like size/surrounding districts (within 2%)
- Improve the fill rate, measured on Day 1, Survey 2 (Oct), and Survey 3 (Feb) to 100%
- Increase the amount of minority staff by at least 2 percentage points to reflect student population
- Increase the amount of instructional staff participating in professional development by 2 percentage points
- Increase the amount of non-instructional staff participating in professional development by 2 percentage points
- Increase the amount of training survey responses of always/often - "In-service programs keep me informed of the latest educational strategies " - by 2 percentage points
- Increase the amount of training survey responses of always/often - "In-service programs are very impactful, somewhat impactful, I want more" - by 2 percentage points
- Increase the retention rate for first-year employees by 2 percentage points
- Increase the retention rate for employees with one or more years of service by 2 percentage points
- Establish "on-boarding protocol" for all new hires
- Improve staff climate survey to include question regarding opportunities for advancement
- Increase the amount of staff survey responses of always/often - "My school recognizes staff members for the good things they do."
- Analyze the information gathered by employee stay interviews
- Analyze the information gathered by employee exit interviews

Goal 4 – School Community Relations

The district uses communication and engagement to build awareness and trust, which lead to stronger relationships that benefit student learning.

Objectives

- **Objective 1: Purposeful Communication;** We plan our communications, establish common communication protocols, and frequently share the achievements of our students and staff with our community.
- **Objective 2: Internal Engagement;** We foster engagement with internal stakeholders to build awareness & trust.
- **Objective 3: External Engagement;** We foster engagement with external stakeholders to build awareness & trust.

Measures of Success

- Analyze the effectiveness of electronic media tools as a method of communication with external stakeholders
- Increase the amount of responses always/often to the statement - “This school is helpful in letting me know about school events and activities” - on the parent climate survey by 2 percentage points
- Increase the amount of responses always/often to the statement - “I feel that teachers do their best to include me in matters directly affecting my child's progress in school” - on the parent climate survey by 2 percentage points
- Establish a baseline number of attendees at community meetings, such as Open House and Town Halls
- Provide School Board Members and the community with work products generated by committees and work groups
- Analyze the effectiveness of electronic media tools as a method of communication with internal stakeholders
- Analyze the results of electronic surveys utilized to gather information from the community
- Maintain the records of funds generated through Casual for a Cause

Goal 5 – Strategic Partnerships

Building stronger partnerships with all stakeholders in our community is vital to our success.

Objectives

- **Objective 1: Families;** We engage families as the most important partner in the education of our students.
- **Objective 2: Existing Organizations;** We strengthen existing partnerships with organizations in our community and seek out opportunities with other organizations.
- **Objective 3: Individuals;** We embrace and value the contributions of the individuals in our community who volunteer in our schools.

Measures of Success

- Monitor compliance with state requirements for participation in School Advisory Council Membership
- Establish baseline for membership in organizations such as Parent Teacher Organizations
- Establish a baseline for the number of people in attendance at school events
- Establish Parent Academies and maintain records of participation
- Analyze the effectiveness of electronic media tools as a method of communication with external stakeholders
- Create inventory of all partnerships with community organizations that benefit students and staff
- Generate new partnerships with community organizations that benefit students and staff
- Increase the number of students who participate in partnership programs by 2 percentage points
- Establish a baseline record of the number of hours donated by volunteers at all of our schools and buildings
- Create an inventory of all organized volunteer programs in place at all of our schools and buildings
- Generate additional organized volunteer programs that will benefit students and staff in our schools and buildings

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SAC Members - Alternative Center for Education

| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
|------------------|-------------------|--------------------|--------------------------|
| Hart | Denny | Principal | Yes |
| Price | True | Business/Community | No |
| Bustamante | Veronica | Parent | No |
| Gallardo | Victor | Parent | No |
| Lutz | Doris | Parent | No |
| Lockett | Dashawna | Parent | No |
| Andrews | Ann | Parent | No |
| Lane | Amanda | Teacher | Yes |
| Spivey | Rhonda | Teacher | Yes |
| Roman | Maria | Student | No |
| Andrews | Ariel | Student | No |
| Prather | Luke | Student | No |
| Helms | Geradion | Student | No |
| Astremon | Ludjine | Parent | No |
| Baird | Robert | Parent | No |
| Tarpley | Valecia | Support Staff | Yes |

** Indicates Chairperson | Total Members: 16 | As of: October 10, 2017, 09:06am

SAC Composition Report
Alternative Center for Education (School ID: 0033)
As of: October 10, 2017, 09:08am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 1 | 6% |
| Parent | 7 | 44% |
| Principal | 1 | 6% |
| Student | 4 | 25% |
| Support Staff | 1 | 6% |
| Teacher | 2 | 13% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 6 | 38% |
| Asian | 0 | 0% |
| Hispanic | 3 | 19% |
| Other | 1 | 6% |
| White | 6 | 38% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 4 | 25% |
| No | 12 | 75% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 5 | 31% |
| Female | 11 | 69% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 1477 | 18 | 3 | +3 (20%) |
| Asian | 138 | 2 | 0 | 0 (-2%) |
| Hispanic | 1873 | 22 | 4 | -1 (-3%) |
| Other | 315 | 4 | 1 | 0 (2%) |
| White | 4551 | 54 | 9 | -3 (-16%) |
| Total Students | 8354 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

The Alternative Center for Education has a very high rate of mobility among their student population. Therefore, their SAC membership is based on the student demographics for all schools in which they serve.

SAC Members - Technical Center for Adult and Community Education

| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
|------------------|-------------------|--------------------|--------------------------|
| Ormsby | Jessica | Business/Community | No |
| Caseltine | Helene | Business/Community | No |
| Grow | Wendy | Business/Community | No |
| McNamara | Jodi | Business/Community | No |
| Musselwhite | Barbara | Support Staff | Yes |
| Shields | Christi | Principal | Yes |
| Sidegets | Jennifer | Business/Community | No |
| Bartholomew | Dennis | Business/Community | No |
| Parla | James | Business/Community | No |
| Vannoy** | Cindy | Business/Community | No |
| Tipacti | Lucia | Teacher | Yes |
| Nelson | Kristen | Teacher | Yes |

** Indicates Chairperson | Total Members: 12 | As of: October 10, 2017, 09:23am

SAC Composition Report
Technical Center for Adult and Community Education (School ID: 0032)
As of: October 10, 2017, 09:24am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 8 | 67% |
| Parent | 0 | 0% |
| Principal | 1 | 8% |
| Student | 0 | 0% |
| Support Staff | 1 | 8% |
| Teacher | 2 | 17% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 0 | 0% |
| Asian | 0 | 0% |
| Hispanic | 1 | 8% |
| Other | 0 | 0% |
| White | 11 | 92% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 4 | 33% |
| No | 8 | 67% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 3 | 25% |
| Female | 9 | 75% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 14095 | 8 | 1 | -1 (-8%) |
| Asian | 2273 | 1 | 0 | 0 (-1%) |
| Hispanic | 18187 | 11 | 1 | 0 (-3%) |
| Other | 3789 | 2 | 0 | 0 (-2%) |
| White | 132011 | 77 | 9 | +2 (15%) |
| Total Students | 170355 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

Since the Technical Center for Career and Adult Education serves the entire community, the student demographic numbers reflect the 2016 estimated county population. Source: census.gov

SAC Members - Beachland Elementary School

| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
|------------------|-------------------|--------------------|--------------------------|
| Baker | Julie | Teacher | Yes |
| Brown | Gilda | Support Staff | Yes |
| Dior | Lorri | Parent | No |
| Lord | Colleen | Principal | Yes |
| James | Rhonda | Parent | No |
| DeGroat** | Vickie | Parent | No |
| Melvin | Cliff | Business/Community | No |
| Segal | Tracey | Parent | No |
| Semmel | Cheryl | Business/Community | No |
| Sanchez | Shantai | Business/Community | No |
| Speed | Shaquana | Parent | No |
| Bowers | Riley | Parent | No |
| Davis | Regina | Teacher | Yes |
| Ingram | Margaret | Business/Community | No |
| Haave | Reetu | Parent | No |
| Kross | Amanda | Parent | No |
| Folger | Ben | Parent | No |
| McCabe | Danielle | Teacher | Yes |

** Indicates Chairperson | Total Members: 18 | As of: October 10, 2017, 09:09am

SAC Composition Report
Beachland Elementary School (School ID: 0061)
As of: October 10, 2017, 09:10am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 4 | 22% |
| Parent | 9 | 50% |
| Principal | 1 | 6% |
| Student | 0 | 0% |
| Support Staff | 1 | 6% |
| Teacher | 3 | 17% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 4 | 22% |
| Asian | 0 | 0% |
| Hispanic | 2 | 11% |
| Other | 3 | 17% |
| White | 8 | 44% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 5 | 28% |
| No | 13 | 72% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 3 | 17% |
| Female | 15 | 83% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 104 | 20 | 4 | 0 (2%) |
| Asian | 6 | 1 | 0 | 0 (-1%) |
| Hispanic | 64 | 12 | 2 | 0 (-1%) |
| Other | 83 | 16 | 3 | 0 (1%) |
| White | 273 | 52 | 9 | -1 (-8%) |
| Total Students | 530 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

| SAC Members - Citrus Elementary School | | | |
|---|--------------------------|------------------------|---------------------------------|
| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
| Crumpler | Sandy | Teacher | Yes |
| Bassue | Lindsey | Parent | No |
| Caudill** | Melissa | Teacher | Yes |
| Garcia | Kimberly | Principal | Yes |
| Gault | Donald | Business/Community | No |
| Garcia | Sam | Business/Community | No |
| McPhee | Dorothy | Support Staff | Yes |
| O'Donnell | Rebecca | Teacher | Yes |
| Bevan | Deborah | Teacher | Yes |
| Moreta | Laica | Parent | No |
| Gault | Marylou | Business/Community | No |
| Bender | MaryAnn | Parent | No |
| O'Donnell | Hugh | Business/Community | No |
| ** Indicates Chairperson Total Members: 13 As of: October 10, 2017, 09:10am | | | |

SAC Composition Report
Citrus Elementary School (School ID: 0141)
As of: October 10, 2017, 09:11am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 4 | 31% |
| Parent | 3 | 23% |
| Principal | 1 | 8% |
| Student | 0 | 0% |
| Support Staff | 1 | 8% |
| Teacher | 4 | 31% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 2 | 15% |
| Asian | 0 | 0% |
| Hispanic | 3 | 23% |
| Other | 1 | 8% |
| White | 7 | 54% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 6 | 46% |
| No | 7 | 54% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 3 | 23% |
| Female | 10 | 77% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 141 | 19% | 2 | 0 (-4%) |
| Asian | 6 | 1% | 0 | 0 (-1%) |
| Hispanic | 189 | 25% | 3 | 0 (-2%) |
| Other | 35 | 5% | 1 | 0 (3%) |
| White | 373 | 50% | 7 | 0 (4%) |
| Total Students | 744 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Dodgertown Elementary School

| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
|------------------|-------------------|--------------------|--------------------------|
| Miller** | Stacey | Teacher | Yes |
| Pearce | Barbara | Business/Community | No |
| Swanigan | Denise | Support Staff | Yes |
| Campbell | Ginny | Parent | No |
| Vernette | Aretha | Principal | Yes |
| Caldwell | Taylor | Teacher | Yes |
| Ruiz | Ruth | Business/Community | No |
| Shaler | Ginny | Parent | No |
| Falene | Sheppard | Parent | No |
| Kiernan | Kathy | Parent | No |
| Maddalon | Susan | Teacher | Yes |
| Reyes | Robert | Parent | No |

** Indicates Chairperson | Total Members: 12 | As of: October 10, 2017, 09:11am

SAC Composition Report
Dodgertown Elementary School (School ID: 0151)
As of: October 10, 2017, 09:12am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 2 | 17% |
| Parent | 5 | 42% |
| Principal | 1 | 8% |
| Student | 0 | 0% |
| Support Staff | 1 | 8% |
| Teacher | 3 | 25% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 4 | 33% |
| Asian | 0 | 0% |
| Hispanic | 3 | 25% |
| Other | 0 | 0% |
| White | 5 | 42% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 5 | 42% |
| No | 7 | 58% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 1 | 8% |
| Female | 11 | 92% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 166 | 40 | 5 | -1 (-7%) |
| Asian | 7 | 2 | 0 | 0 (-2%) |
| Hispanic | 122 | 29 | 4 | -1 (-4%) |
| Other | 23 | 6 | 1 | -1 (-6%) |
| White | 97 | 23 | 3 | +2 (19%) |
| Total Students | 415 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

Dodgertown's School Advisory Council is continuing to encourage parents to join. Our SAC continues to take every measure to ensure that membership reflects our ethnic, racial, and economic community served by the school. At Orientation Night, we had a SAC booth in order to share information as well as to build our membership. We reach out to our parents and community members through calls, letters and personal invitations.

| SAC Members - Fellsmere Elementary School | | | |
|---|-------------------|--------------------|--------------------------|
| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
| Echeverria | Ramon | Principal | Yes |
| Blanco | Jose | Support Staff | Yes |
| Zamora | Cynthia | Parent | No |
| Touchberry | Keith | Business/Community | No |
| Chico | Noe | Parent | No |
| Gurklis** | Emily | Teacher | Yes |
| Boyzo | Brenda | Parent | No |
| Marsiglia | Judith | Support Staff | Yes |
| Maldonado | Maria | Parent | No |
| Rios | Daisy | Parent | Yes |
| Nancy | De La Hoz | Teacher | Yes |
| Alvarez | Silvia | Parent | No |
| Solis | Rosa | Parent | No |
| ** Indicates Chairperson Total Members: 13 As of: October 10, 2017, 09:13am | | | |

SAC Composition Report
Fellsmere Elementary School (School ID: 0101)
As of: October 10, 2017, 09:13am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 1 | 8% |
| Parent | 7 | 54% |
| Principal | 1 | 8% |
| Student | 0 | 0% |
| Support Staff | 2 | 15% |
| Teacher | 2 | 15% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 0 | 0% |
| Asian | 0 | 0% |
| Hispanic | 10 | 77% |
| Other | 0 | 0% |
| White | 3 | 23% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 6 | 46% |
| No | 7 | 54% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 4 | 31% |
| Female | 9 | 69% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 21 | 3 | 0 | 0 (-3%) |
| Asian | 0 | 0 | 0 | 0 (0%) |
| Hispanic | 534 | 86 | 11 | -1 (-9%) |
| Other | 3 | 0 | 0 | 0 (0%) |
| White | 64 | 10 | 1 | +2 (13%) |
| Total Students | 622 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

Fellsmere Elementary continues to make every effort to increase the SAC parent membership, specifically targeting members of the Hispanic community to demographically balance our SAC membership.

| SAC Members - Gifford Middle School | | | |
|--|--------------------------|------------------------|---------------------------------|
| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
| JONES | TOSHA | Principal | Yes |
| Bounassi | Theresa | Parent | No |
| Murphy | Michele | Parent | No |
| Schroeder | Debra | Teacher | Yes |
| Tomlinson** | Paul | Teacher | Yes |
| Cummings | Jennifer | Business/Community | No |
| SANTAMARIA | LILIANA | Support Staff | Yes |
| YOUNG | NATRON | Student | No |
| FINKLIN | WILLIE | Business/Community | No |
| ** Indicates Chairperson Total Members: 9 As of: October 10, 2017, 09:13am | | | |

SAC Composition Report
Gifford Middle School (School ID: 0081)
As of: October 10, 2017, 09:14am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 2 | 22% |
| Parent | 2 | 22% |
| Principal | 1 | 11% |
| Student | 1 | 11% |
| Support Staff | 1 | 11% |
| Teacher | 2 | 22% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 4 | 44% |
| Asian | 0 | 0% |
| Hispanic | 1 | 11% |
| Other | 0 | 0% |
| White | 4 | 44% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 4 | 44% |
| No | 5 | 56% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 3 | 33% |
| Female | 6 | 67% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 224 | 31 | 3 | +1 (13%) |
| Asian | 12 | 2 | 0 | 0 (-2%) |
| Hispanic | 122 | 17 | 2 | -1 (-6%) |
| Other | 31 | 4 | 0 | 0 (-4%) |
| White | 341 | 47 | 4 | 0 (-3%) |
| Total Students | 730 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

Ongoing efforts to recruit SAC members include face to face conversations, newsletter requests and meeting with community members.

SAC Members - Glendale Elementary School

| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
|------------------|-------------------|--------------------|--------------------------|
| Poysell** | Patricia | Teacher | Yes |
| Bey | Dani | Teacher | Yes |
| Presley | Barbara | Teacher | Yes |
| Adam | Faust | Principal | Yes |
| White | Julie | Parent | No |
| Corchado | Luz | Support Staff | Yes |
| Barnard | Barry | Parent | No |
| Lloyd | Januarie | Parent | No |
| Chung | Erin | Parent | No |
| Cousino | Carrie | Parent | No |
| Bandura | Judy | Business/Community | No |

** Indicates Chairperson | Total Members: 11 | As of: October 10, 2017, 09:14am

SAC Composition Report
Glendale Elementary School (School ID: 0201)
As of: October 10, 2017, 09:15am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 1 | 9% |
| Parent | 5 | 45% |
| Principal | 1 | 9% |
| Student | 0 | 0% |
| Support Staff | 1 | 9% |
| Teacher | 3 | 27% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 2 | 18% |
| Asian | 1 | 9% |
| Hispanic | 1 | 9% |
| Other | 0 | 0% |
| White | 7 | 64% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 5 | 45% |
| No | 6 | 55% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 2 | 18% |
| Female | 9 | 82% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 148 | 25 | 3 | -1 (-7%) |
| Asian | 9 | 1 | 0 | +1 (8%) |
| Hispanic | 103 | 17 | 2 | -1 (-8%) |
| Other | 21 | 3 | 0 | 0 (-3%) |
| White | 320 | 53 | 6 | +1 (11%) |
| Total Students | 601 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

| SAC Members - Indian River Academy | | | |
|---|--------------------------|------------------------|---------------------------------|
| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
| Fannin | Diane | Principal | Yes |
| Wolf | Sharon | Business/Community | No |
| Schulze | Andrea | Parent | No |
| Masse | Nicki | Parent | No |
| Hollinger** | Brett | Teacher | Yes |
| Escobar | Felix | Parent | No |
| Tamera | Thomas | Parent | No |
| Ariel | Geeraerts | Parent | No |
| Brittney | Palmer | Parent | No |
| Klock | Jennifer | Support Staff | Yes |
| Greto | Pilar | Support Staff | Yes |
| ** Indicates Chairperson Total Members: 11 As of: October 10, 2017, 09:15am | | | |

SAC Composition Report
Indian River Academy (School ID: 0221)
As of: October 10, 2017, 09:16am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 1 | 9% |
| Parent | 6 | 55% |
| Principal | 1 | 9% |
| Student | 0 | 0% |
| Support Staff | 2 | 18% |
| Teacher | 1 | 9% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 2 | 18% |
| Asian | 0 | 0% |
| Hispanic | 2 | 18% |
| Other | 1 | 9% |
| White | 6 | 55% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 4 | 36% |
| No | 7 | 64% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 2 | 18% |
| Female | 9 | 82% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 130 | 26 | 3 | -1 (-8%) |
| Asian | 7 | 1 | 0 | 0 (-1%) |
| Hispanic | 114 | 22 | 2 | 0 (-4%) |
| Other | 28 | 6 | 1 | 0 (3%) |
| White | 230 | 45 | 5 | +1 (10%) |
| Total Students | 509 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

| SAC Members - Liberty Magnet Elementary School | | | |
|---|--------------------------|------------------------|---------------------------------|
| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
| Maschhoff | Caroline | Parent | No |
| Harris | Takeisha | Principal | Yes |
| Dougall | Bevohn | Parent | No |
| Paschall | Greg | Parent | No |
| Perakes** | Tricia | Teacher | Yes |
| Cook | Greg | Parent | No |
| Perez | Melissa | Parent | No |
| Hicks | Chris | Parent | No |
| Rolle | Nena | Teacher | Yes |
| Digby-Bryant | Leanne | Teacher | Yes |
| Drisdom | Vanessa | Teacher | Yes |
| Seaman | Cortney | Teacher | Yes |
| Prince | Jeanne | Teacher | Yes |
| Ogilvie | Jackie | Teacher | Yes |
| King | Petra | Business/Community | No |
| Stephanie | Wooten | Parent | No |
| Montablano | Julie | Parent | No |
| Heinbockel | Gail | Parent | No |
| Bragman | Christina | Parent | No |
| Speak | Kelly | Parent | No |
| Evans | Valerie | Teacher | Yes |
| Benham | Sandra | Teacher | Yes |
| Recendez | Vanessa | Support Staff | Yes |
| Coletti | Tanya | Parent | No |
| Hilings | Will | Parent | No |
| ** Indicates Chairperson Total Members: 25 As of: October 10, 2017, 09:16am | | | |

SAC Composition Report
Liberty Magnet Elementary School (School ID: 0301)
As of: October 10, 2017, 09:17am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 1 | 4% |
| Parent | 13 | 52% |
| Principal | 1 | 4% |
| Student | 0 | 0% |
| Support Staff | 1 | 4% |
| Teacher | 9 | 36% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 5 | 20% |
| Asian | 0 | 0% |
| Hispanic | 2 | 8% |
| Other | 3 | 12% |
| White | 15 | 60% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 11 | 44% |
| No | 14 | 56% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 4 | 16% |
| Female | 21 | 84% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 72 | 13 | 3 | +2 (7%) |
| Asian | 15 | 3 | 1 | -1 (-3%) |
| Hispanic | 87 | 16 | 4 | -2 (-8%) |
| Other | 15 | 3 | 1 | +2 (9%) |
| White | 359 | 66 | 16 | -1 (-6%) |
| Total Students | 548 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Osceola Magnet Elementary School

| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
|------------------|-------------------|--------------------|--------------------------|
| Jones** | Janine | Teacher | Yes |
| Oberlink** | Kevin | Teacher | Yes |
| Tripp | Jennifer | Parent | No |
| Greto | Michael | Support Staff | Yes |
| Simpson | Scott | Principal | Yes |
| Carpenter | Curtis | Parent | No |
| Holmes | Brian | Parent | No |
| Weaver | Bessie | Business/Community | No |
| Jasmin | Ruth | Parent | No |
| Lopez | Junie | Parent | No |
| Young | John | Parent | No |
| Rodriguez | Cindy | Teacher | Yes |
| Rahal | Kim | Teacher | Yes |
| White | Anna | Support Staff | Yes |
| MacCoy | Craig | Parent | No |
| Fortner | Jerra | Parent | No |
| Bruckner | Nate | Parent | No |
| Cullen | Morgan | Parent | No |
| Dembroski | Gloria | Parent | No |
| Brown | Melissa | Parent | No |

** Indicates Chairperson | Total Members: 20 | As of: October 10, 2017, 09:17am

SAC Composition Report
Osceola Magnet Elementary School (School ID: 0051)
As of: October 10, 2017, 09:17am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 1 | 5% |
| Parent | 12 | 60% |
| Principal | 1 | 5% |
| Student | 0 | 0% |
| Support Staff | 2 | 10% |
| Teacher | 4 | 20% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 4 | 20% |
| Asian | 0 | 0% |
| Hispanic | 2 | 10% |
| Other | 1 | 5% |
| White | 13 | 65% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 7 | 35% |
| No | 13 | 65% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 7 | 35% |
| Female | 13 | 65% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 79 | 15 | 3 | +1 (5%) |
| Asian | 13 | 3 | 1 | -1 (-3%) |
| Hispanic | 88 | 17 | 3 | -1 (-7%) |
| Other | 26 | 5 | 1 | 0 (0%) |
| White | 314 | 60 | 12 | +1 (5%) |
| Total Students | 520 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

| SAC Members - Oslo Middle School | | | |
|---|--------------------------|------------------------|---------------------------------|
| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
| Steenburgen | Natasha | Parent | Yes |
| Colonna | Audrey | Parent | Yes |
| Roux | Joanna | Teacher | Yes |
| Mortimer | Lacresha | Support Staff | Yes |
| McLendon | Roy | Business/Community | No |
| Johnson** | Germaine | Teacher | Yes |
| Hofer | Beth | Principal | Yes |
| Mc gary | Sherrie | Business/Community | No |
| Byrd | Tony | Parent | No |
| Dembroski | Gloria | Parent | No |
| Finklin | Willie | Business/Community | No |
| Binford | Joann | Support Staff | Yes |
| May | John | Business/Community | No |
| salazar | martha | Parent | No |
| gusaeff mariano | jayme | Parent | No |
| connelly | leslie | Parent | No |
| tate | chanerea | Parent | No |
| stuart manning | linda | Parent | No |
| d alessio | sherri | Parent | No |
| connelly | andrew | Parent | No |
| ** Indicates Chairperson Total Members: 20 As of: October 10, 2017, 09:18am | | | |

SAC Composition Report
Oslo Middle School (School ID: 0271)
As of: October 10, 2017, 09:18am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 4 | 20% |
| Parent | 11 | 55% |
| Principal | 1 | 5% |
| Student | 0 | 0% |
| Support Staff | 2 | 10% |
| Teacher | 2 | 10% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 6 | 30% |
| Asian | 0 | 0% |
| Hispanic | 4 | 20% |
| Other | 1 | 5% |
| White | 9 | 45% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 7 | 35% |
| No | 13 | 65% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 6 | 30% |
| Female | 14 | 70% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 196 | 23 | 5 | +1 (7%) |
| Asian | 12 | 1 | 0 | 0 (-1%) |
| Hispanic | 196 | 23 | 5 | -1 (-3%) |
| Other | 41 | 5 | 1 | 0 (0%) |
| White | 394 | 47 | 9 | 0 (-2%) |
| Total Students | 839 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Pelican Island Elementary School

| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
|------------------|-------------------|--------------------|--------------------------|
| Kohlstedt | Chris | Principal | Yes |
| Hepler | Greg | Parent | No |
| Jobe** | Charlotte | Support Staff | Yes |
| Sampson | Jeanine | Business/Community | No |
| Campbell | Tina | Business/Community | No |
| Wentz** | Donna | Teacher | Yes |
| Whelan** | Kelsey | Teacher | Yes |
| Shaw | Chantal | Teacher | Yes |
| Smith | Storm | Parent | No |
| Luna | Socorro | Teacher | Yes |
| Weeks | Sondra | Business/Community | No |
| Maxwell | Mischka | Parent | No |
| Raiford | Beverly | Support Staff | Yes |
| Willems | Josephine | Teacher | Yes |
| Arroyo | Edlyn | Teacher | Yes |
| Klein | Sharon | Teacher | Yes |
| Kisselback | Peggy | Parent | No |
| Pattillo | Jennifer | Parent | No |
| Ford | Anita | Parent | No |
| McCarty | Shannon | Parent | No |
| Kolb | Cynthia | Parent | No |
| Hall | Victoria | Business/Community | No |
| Lambert | Marc | Parent | No |
| Mumm | Caitlin | Business/Community | No |
| Whelan | Karen | Teacher | Yes |
| Hudson | Audestine | Teacher | Yes |
| Crawford | Tracy | Support Staff | Yes |
| Farmer | Janet | Business/Community | No |
| Hazzard | Trae | Support Staff | Yes |
| Primus | Betty | Business/Community | No |

** Indicates Chairperson | Total Members: 30 | As of: October 10, 2017, 09:19am

SAC Composition Report
Pelican Island Elementary School (School ID: 0121)
As of: October 10, 2017, 09:19am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 7 | 23% |
| Parent | 9 | 30% |
| Principal | 1 | 3% |
| Student | 0 | 0% |
| Support Staff | 4 | 13% |
| Teacher | 9 | 30% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 6 | 20% |
| Asian | 0 | 0% |
| Hispanic | 5 | 17% |
| Other | 1 | 3% |
| White | 18 | 60% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 14 | 47% |
| No | 16 | 53% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 5 | 17% |
| Female | 25 | 83% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 119 | 27 | 8 | -2 (-7%) |
| Asian | 3 | 1 | 0 | 0 (-1%) |
| Hispanic | 51 | 12 | 4 | +1 (5%) |
| Other | 14 | 3 | 1 | 0 (0%) |
| White | 249 | 57 | 17 | +1 (3%) |
| Total Students | 436 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

The SAC team regularly recruits members from all demographic make-ups to represent not only the student population, but the voices of the community on behalf of Pelican Island

SAC Members - Rosewood Magnet Elementary School

| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
|------------------|-------------------|--------------------|--------------------------|
| Hudson | Jeb | Business/Community | No |
| Ragley | Elaine | Parent | Yes |
| Reamy | Bonnie | Parent | No |
| Hines | Debbie | Parent | No |
| Beal | Kelli | Parent | No |
| Boles | Karla | Parent | No |
| Nesper** | Megan | Teacher | Yes |
| Kulscar | Suzy | Parent | No |
| Tate | Becky | Parent | No |
| Flores | Casandra | Principal | Yes |
| Creech | Deidre | Teacher | Yes |
| Trautman | Ben | Parent | No |
| Stanton | Melissa | Support Staff | Yes |
| McLean | Danielle | Parent | No |
| Palmer | Kelly | Teacher | Yes |
| Rosier | Susan | Teacher | Yes |
| King | Ivy | Support Staff | Yes |
| Hayes | Steve | Parent | No |
| Willis | April | Parent | No |
| Blood | Jody Ann | Parent | No |
| Billue | Keya | Parent | No |
| Lockey | Courtney | Parent | No |
| Baena | Andrea | Parent | No |
| Brown | Sally | Support Staff | Yes |
| Ern | Natalie | Teacher | Yes |

** Indicates Chairperson | Total Members: 25 | As of: October 10, 2017, 09:19am

SAC Composition Report
Rosewood Magnet Elementary School (School ID: 0041)
As of: October 10, 2017, 09:20am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 1 | 4% |
| Parent | 15 | 60% |
| Principal | 1 | 4% |
| Student | 0 | 0% |
| Support Staff | 3 | 12% |
| Teacher | 5 | 20% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 3 | 12% |
| Asian | 0 | 0% |
| Hispanic | 1 | 4% |
| Other | 0 | 0% |
| White | 17 | 68% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 10 | 40% |
| No | 15 | 60% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 3 | 12% |
| Female | 22 | 88% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 74 | 14 | 3 | 0 (-2%) |
| Asian | 8 | 1 | 0 | 0 (-1%) |
| Hispanic | 48 | 9 | 2 | -1 (-5%) |
| Other | 23 | 4 | 1 | -1 (-4%) |
| White | 392 | 72 | 18 | -1 (-4%) |
| Total Students | 545 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

| SAC Members - Sebastian Elementary School | | | |
|---|--------------------------|------------------------|---------------------------------|
| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
| Bartolini** | Katy | Teacher | Yes |
| Whitfield-Hart | Letitia | Principal | Yes |
| Lydick | Audra | Parent | No |
| Campbell | Robert | Support Staff | Yes |
| Baker | David | Parent | No |
| Mckenzie | Chavar | Parent | No |
| Stinson | Christina | Parent | No |
| Velasquez | Victoria | Parent | No |
| Stutzman | Audrey | Parent | Yes |
| Trio | Alisha | Teacher | Yes |
| Baker | Carol | Parent | No |
| Davila | Chris | Parent | No |
| Davila | Pizza | Business/Community | No |
| ** Indicates Chairperson Total Members: 13 As of: October 10, 2017, 09:20am | | | |

SAC Composition Report
Sebastian Elementary School (School ID: 0191)
As of: October 10, 2017, 09:20am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 1 | 8% |
| Parent | 8 | 62% |
| Principal | 1 | 8% |
| Student | 0 | 0% |
| Support Staff | 1 | 8% |
| Teacher | 2 | 15% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 4 | 31% |
| Asian | 0 | 0% |
| Hispanic | 1 | 8% |
| Other | 0 | 0% |
| White | 7 | 54% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 5 | 38% |
| No | 8 | 62% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 5 | 38% |
| Female | 8 | 62% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 98 | 21 | 3 | +1 (10%) |
| Asian | 5 | 1 | 0 | 0 (-1%) |
| Hispanic | 47 | 10 | 1 | 0 (-2%) |
| Other | 31 | 7 | 1 | -1 (-7%) |
| White | 275 | 60 | 8 | -1 (-6%) |
| Total Students | 456 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Storm Grove Middle School

| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
|------------------|-------------------|--------------------|--------------------------|
| Bieber | Anne | Principal | Yes |
| Deppe | Karen | Parent | No |
| Dougall | Bevohn | Parent | No |
| Hiller | Bob | Business/Community | No |
| Herman** | Angie | Support Staff | Yes |
| Lahey | Taziana | Parent | No |
| Dalton | Dawn | Parent | No |
| Jijon | Andrea | Parent | No |
| Deligent | Bivelene | Parent | No |
| Coakley | Nayini | Parent | No |
| Bradley | Sonya | Teacher | Yes |
| Smeltzer | Stephanie | Teacher | Yes |
| Mendez | Elba | Support Staff | Yes |
| Krenek | Delayne | Parent | No |
| Gruber | Marie | Parent | No |
| Young | John | Parent | No |
| Lloyd | Januarie | Parent | No |

** Indicates Chairperson | Total Members: 17 | As of: October 10, 2017, 09:22am

SAC Composition Report
Storm Grove Middle School (School ID: 0371)
As of: October 10, 2017, 09:23am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 1 | 6% |
| Parent | 11 | 65% |
| Principal | 1 | 6% |
| Student | 0 | 0% |
| Support Staff | 2 | 12% |
| Teacher | 2 | 12% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 3 | 18% |
| Asian | 0 | 0% |
| Hispanic | 3 | 18% |
| Other | 1 | 6% |
| White | 10 | 59% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 5 | 29% |
| No | 12 | 71% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 2 | 12% |
| Female | 15 | 88% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 141 | 14 | 2 | +1 (4%) |
| Asian | 16 | 2 | 0 | 0 (-2%) |
| Hispanic | 200 | 20 | 3 | 0 (-2%) |
| Other | 41 | 4 | 1 | 0 (2%) |
| White | 622 | 61 | 10 | 0 (-2%) |
| Total Students | 1020 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

The Storm Grove Middle School Advisory Council is composed of 17 members and does represent the demographic makeup of our student body. Thirteen members of SAC are not employed by the school district. Every effort is made to advertise the opportunity, solicit parent involvement, and secure representation from all segments of our school population.

| SAC Members - Sebastian River High School | | | |
|---|--------------------------|------------------------|---------------------------------|
| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
| Racine | Todd | Principal | Yes |
| Valencia** | Enrique | Teacher | Yes |
| Cobb | Tim | Business/Community | No |
| Holmes | Joanne | Parent | No |
| Giordano | Paul | Parent | No |
| Jackson | Jordan | Student | No |
| Fink | Scott | Business/Community | No |
| Giordano | Stephanie | Student | No |
| Seiler | Melissa | Teacher | Yes |
| Williams | Ebony | Support Staff | Yes |
| Sandra | Amezquita | Support Staff | Yes |
| Arnett | Dawn | Teacher | Yes |
| Maschhoff | Caroline | Parent | Yes |
| Hayes | Jeremiah | Student | No |
| Rodriguez-McDonald | Migdalia | Parent | No |
| Heredia | Narvis | Parent | No |
| Carley | Brenda | Parent | No |
| King | Amanda | Parent | No |
| ** Indicates Chairperson Total Members: 18 As of: October 10, 2017, 09:21am | | | |

SAC Composition Report
Sebastian River High School (School ID: 0291)
As of: October 10, 2017, 09:21am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 2 | 11% |
| Parent | 7 | 39% |
| Principal | 1 | 6% |
| Student | 3 | 17% |
| Support Staff | 2 | 11% |
| Teacher | 3 | 17% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 3 | 17% |
| Asian | 0 | 0% |
| Hispanic | 4 | 22% |
| Other | 0 | 0% |
| White | 11 | 61% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 7 | 39% |
| No | 11 | 61% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 7 | 39% |
| Female | 9 | 50% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 213 | 12 | 2 | +1 (5%) |
| Asian | 18 | 1 | 0 | 0 (-1%) |
| Hispanic | 562 | 31 | 6 | -2 (-9%) |
| Other | 46 | 3 | 0 | 0 (-3%) |
| White | 995 | 54 | 10 | +1 (7%) |
| Total Students | 1834 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

The invitation to all parents requesting their membership and involvement in the School Advisory Committee occurred through our Newsletters, Open House Parent Night, and through School Messenger calls. We will continue to invite parents from diverse ethnic backgrounds to serve on our SAC committee throughout the school year.

SAC Members - Sebastian River Middle School

| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
|------------------|-------------------|--------------------|--------------------------|
| Tatro** | Meredith | Teacher | Yes |
| Idlette | Jody | Principal | Yes |
| Maschhoff | Caroline | Parent | Yes |
| Gamez | Viridiana | Parent | No |
| Karina | Villegas | Parent | No |
| Ogilvie | Jacqueline | Teacher | Yes |
| Monnett | Teresa | Business/Community | No |
| Cluck | Richelle | Parent | No |
| Taglione | Marie | Support Staff | Yes |
| Rompot | Ron | Parent | No |
| Gamez | Briceli | Support Staff | Yes |
| Moses | Cindy | Parent | Yes |
| Alvarado | Jose Alejandro | Parent | No |
| Carley | Brenda | Parent | No |
| Scott | Michelle | Business/Community | No |

** Indicates Chairperson | Total Members: 15 | As of: October 10, 2017, 09:22am

SAC Composition Report
Sebastian River Middle School (School ID: 0171)
As of: October 10, 2017, 09:22am

| Members by Category | | |
|----------------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 2 | 13% |
| Parent | 8 | 53% |
| Principal | 1 | 7% |
| Student | 0 | 0% |
| Support Staff | 2 | 13% |
| Teacher | 2 | 13% |

| Members by Ethnicity | | |
|-----------------------------|-------|---------|
| Category | Count | Percent |
| African American | 2 | 13% |
| Asian | 0 | 0% |
| Hispanic | 5 | 33% |
| Other | 0 | 0% |
| White | 8 | 53% |

| District Employed Members | | |
|----------------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 7 | 47% |
| No | 8 | 53% |

| Members by Gender | | |
|--------------------------|-------|---------|
| Category | Count | Percent |
| Male | 2 | 13% |
| Female | 13 | 87% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 97 | 10 | 1 | +1 (3%) |
| Asian | 16 | 2 | 0 | 0 (-2%) |
| Hispanic | 361 | 37 | 6 | -1 (-4%) |
| Other | 31 | 3 | 0 | 0 (-3%) |
| White | 467 | 48 | 7 | +1 (5%) |
| Total Students | 972 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

| SAC Members - Treasure Coast Elementary School | | | |
|--|--------------------------|------------------------|---------------------------------|
| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
| Tetreault | Liz | Principal | Yes |
| Esposito** | Tabetha | Teacher | Yes |
| murray | Colletta | Teacher | Yes |
| Heredia | Narvis | Parent | No |
| Oglivie | Marguerie | Parent | No |
| Sims | Matt | Parent | No |
| Mazzolini | Anthonie | Parent | No |
| Haddick | Wendee | Support Staff | Yes |
| Discepolo | Christopher | Business/Community | No |
| ** Indicates Chairperson Total Members: 9 As of: October 10, 2017, 09:24am | | | |

SAC Composition Report
Treasure Coast Elementary School (School ID: 0341)
As of: October 10, 2017, 09:24am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 1 | 11% |
| Parent | 4 | 44% |
| Principal | 1 | 11% |
| Student | 0 | 0% |
| Support Staff | 1 | 11% |
| Teacher | 2 | 22% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 1 | 11% |
| Asian | 0 | 0% |
| Hispanic | 2 | 22% |
| Other | 0 | 0% |
| White | 6 | 67% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 4 | 44% |
| No | 5 | 56% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 3 | 33% |
| Female | 6 | 67% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 64 | 9 | 1 | 0 (2%) |
| Asian | 15 | 2 | 0 | 0 (-2%) |
| Hispanic | 146 | 21 | 2 | 0 (1%) |
| Other | 29 | 4 | 0 | 0 (-4%) |
| White | 430 | 63 | 6 | 0 (4%) |
| Total Students | 684 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Vero Beach Elementary School

| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
|------------------|-------------------|--------------------|--------------------------|
| Jorgensen | Brian | Business/Community | No |
| Trumble | Samantha | Parent | No |
| Castaneda | Cecilia | Parent | No |
| Rodriquez | Jose | Parent | No |
| Lee | Harvey | Teacher | Yes |
| Fredrickson** | Sue | Teacher | Yes |
| Emerson | Cynthia | Principal | Yes |
| O'Neal | Nicole | Parent | No |
| Lucarelli | Stacy | Parent | No |
| Kirby | Jamie | Parent | No |
| Hastings | Damian | Parent | No |
| Jones | Courtney | Parent | No |
| Erege | Barbara | Parent | No |
| Pearce | Alyssa | Parent | No |
| Patterson | Attaba | Teacher | Yes |
| Robinson | Tiffany | Teacher | Yes |
| Castillo | Chelsea | Teacher | Yes |
| Cisneros | Patricia | Teacher | Yes |
| Gonzalez | Vanessa | Teacher | Yes |
| Norwood | Jayde | Teacher | Yes |
| McCombs | Latasha | Support Staff | Yes |
| Swanson | Bonnie | Business/Community | No |

** Indicates Chairperson | Total Members: 22 | As of: October 10, 2017, 09:25am

SAC Composition Report
Vero Beach Elementary School (School ID: 0161)
As of: October 10, 2017, 09:25am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 2 | 9% |
| Parent | 10 | 45% |
| Principal | 1 | 5% |
| Student | 0 | 0% |
| Support Staff | 1 | 5% |
| Teacher | 8 | 36% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 6 | 27% |
| Asian | 0 | 0% |
| Hispanic | 5 | 23% |
| Other | 2 | 9% |
| White | 9 | 41% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 10 | 45% |
| No | 12 | 55% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 4 | 18% |
| Female | 18 | 82% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 177 | 27 | 6 | 0 (0%) |
| Asian | 18 | 3 | 1 | -1 (-3%) |
| Hispanic | 205 | 31 | 7 | -2 (-8%) |
| Other | 28 | 4 | 1 | +1 (5%) |
| White | 236 | 36 | 8 | +1 (5%) |
| Total Students | 664 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Vero Beach High School

| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
|------------------|-------------------|--------------------|--------------------------|
| Ingram | Lonnie | Student | No |
| Smith | Denise | Business/Community | No |
| Jorgenson** | Cindy** | Teacher | Yes |
| Brooks | Dawn | Business/Community | No |
| OKeefe | Shawn | Principal | Yes |
| Lunceford | Lance | Student | No |
| Collins | Edie | Parent | No |
| Ingram | Barbara | Parent | No |
| Forero | Dora | Parent | No |
| Lanier | Diane | Parent | No |
| Forero | Rafael | Parent | No |
| Perry | Jonnin | Business/Community | No |
| Perry | Percy | Business/Community | No |
| forero | marianna | Student | No |
| clark | Leif | Student | No |
| Harrison | Alex | Student | No |
| Sessoms | Danyelle | Support Staff | Yes |
| Lanier | cody | Student | No |
| Hutchinson | Annette | Support Staff | Yes |
| Dues | Wade | Teacher | Yes |

** Indicates Chairperson | Total Members: 20 | As of: October 12, 2017, 07:33am

SAC Composition Report
Vero Beach High School (School ID: 0031)
As of: October 12, 2017, 07:34am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 4 | 20% |
| Parent | 5 | 25% |
| Principal | 1 | 5% |
| Student | 6 | 30% |
| Support Staff | 2 | 10% |
| Teacher | 2 | 10% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 6 | 30% |
| Asian | 1 | 5% |
| Hispanic | 3 | 15% |
| Other | 0 | 0% |
| White | 10 | 50% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 5 | 25% |
| No | 15 | 75% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 9 | 45% |
| Female | 11 | 55% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 588 | 20 | 4 | +2 (10%) |
| Asian | 69 | 2 | 0 | +1 (3%) |
| Hispanic | 553 | 19 | 4 | -1 (-4%) |
| Other | 93 | 3 | 1 | -1 (-3%) |
| White | 1672 | 56 | 11 | -1 (-6%) |
| Total Students | 2975 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:

SAC Members - Wabasso School

| <u>Last Name</u> | <u>First Name</u> | <u>Category</u> | <u>District Employed</u> |
|------------------|-------------------|--------------------|--------------------------|
| Remy | Alejandro | Support Staff | Yes |
| Khawaja | Sobia | Parent | No |
| Espinoza | Velia | Parent | No |
| Quick | Kathy | Parent | No |
| Riggins | Latoya | Parent | No |
| Stadelman | Lisa | Parent | No |
| Rowe** | Kelley | Teacher | Yes |
| Carabajal | Cecilia | Support Staff | Yes |
| McFarlane | Tara | Teacher | Yes |
| Boineau | Jenna | Support Staff | Yes |
| Bonney | Doug | Teacher | Yes |
| Pierandozzi | Kathrine | Principal | Yes |
| Norris | Terry | Parent | No |
| Jackson | Beverlynn | Parent | No |
| Drisdorn | Falisha | Parent | No |
| Gilmore | Edward | Business/Community | No |
| Marks | Susan | Parent | No |
| Doutrich | Eileen | Parent | No |
| Salas | Julian | Parent | No |
| Rose | Julia | Parent | No |
| Fredericks | Mimi | Parent | No |
| Poindexter | Carolyn | Support Staff | Yes |
| Stinson | Hercules | Support Staff | Yes |
| Poindexter | Itrelle | Business/Community | Yes |
| Servin | Jose | Parent | No |
| Puertas | Yulinni | Parent | No |
| Jordan | Yulimar | Parent | No |
| sevcik | Dana | Parent | No |
| Denzmore | Paul | Parent | No |
| Hill | Nicole | Parent | No |
| Barton | Kathy | Parent | No |
| Lightman | Michelle | Parent | No |
| Webke | Max | Parent | No |
| Lacorte | Pamela | Parent | No |
| Spitalnick | Rachel | Parent | No |
| Karabin | Catherine | Parent | No |

** Indicates Chairperson | Total Members: 36 | As of: October 10, 2017, 10:44am

SAC Composition Report
Wabasso School (School ID: 0131)
As of: October 10, 2017, 10:45am

| Members by Category | | |
|---------------------|-------|---------|
| Category | Count | Percent |
| Business/Community | 2 | 6% |
| Parent | 25 | 69% |
| Principal | 1 | 3% |
| Student | 0 | 0% |
| Support Staff | 5 | 14% |
| Teacher | 3 | 8% |

| Members by Ethnicity | | |
|----------------------|-------|---------|
| Category | Count | Percent |
| African American | 6 | 17% |
| Asian | 1 | 3% |
| Hispanic | 7 | 19% |
| Other | 0 | 0% |
| White | 22 | 61% |

| District Employed Members | | |
|---------------------------|-------|---------|
| Category | Count | Percent |
| Yes | 10 | 28% |
| No | 26 | 72% |

| Members by Gender | | |
|-------------------|-------|---------|
| Category | Count | Percent |
| Male | 8 | 22% |
| Female | 28 | 78% |

Total Voting Members:

| Student Demographics | | | SAC Team | |
|-----------------------|---------------|---------|----------------------|------------|
| Category | # of Students | Percent | Suggested Membership | Difference |
| African American | 10 | 19 | 7 | -1 (-2%) |
| Asian | 1 | 2 | 1 | 0 (1%) |
| Hispanic | 10 | 19 | 7 | 0 (0%) |
| Other | 1 | 2 | 1 | -1 (-2%) |
| White | 32 | 59 | 21 | +1 (2%) |
| Total Students | 54 | | | |

The ethnic composition of the SAC should reflect the ethnic make-up of the student population

SAC Compliance

Yes - The majority of SAC members are non-school employees.

Report Comments:



Pam Stewart, Commissioner

2017-2018 DISTRICT IMPROVEMENT AND ASSISTANCE PLAN

31 - Indian River

Dr. Mark J. Rendell, Superintendent
Gayle Sitter, Southeast Executive Director

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I. Current District Status

A. Supportive Environment

1. Mission and Vision

a. District Mission Statement

To Serve all Students with Excellence

b. District Vision Statement

Educate and Inspire every Student to be Successful

c. Link to the district's strategic plan (optional)

No strategic plan link stored

2. Supports for School Improvement

a. Alignment of Resources

Describe the process through which the district identifies and aligns all district resources (e.g., personnel, instructional, curricular, policy) in order to meet the needs of all students and maximize desired student outcomes. Include the methodology for coordinating and supplementing federal, state and local funds, services and programs to align to interventions in Priority and Focus schools. Provide the person(s) responsible, frequency of meetings, how an inventory of resources is maintained and any problem-solving activities used to determine how to apply resources for the highest impact.

The School District of Indian River County works closely with Targeted Support & Improvement and Comprehensive Support & Improvement schools based on current academic achievement, demographics, economic needs and enrollment. The Multi Tiered System of Support (MTSS) helps to deepen the understanding for multiple levels of support both academically and behaviorally for all students. MTSS drives the need for improvements in all Tiers of instruction in our schools. Quarterly department data review meetings will take place to monitor performance assessment data to identify trends and specific needs within the district. Action plans will be created and adjusted within this DIAP throughout the year as new trends or areas of need are identified.

b. School Allocation Process

Describe the way in which the district allocates resources to schools. Include the person(s) responsible for this process, frequency of data review and decision making, and processes used to differentiate and monitor resource supports.

The district allocates resources based on the needs identified within the quarterly data review meetings with the district departments. The use of the Early Warning System within Performance Matters, the district's assessment and data management system, will also be used to assist in looking at the trends and areas of priority and focus within the district. The Strategic Plan goals and focus areas drive the priorities and help the departments focus on the areas of greatest need in allocating resources.

c. Modifications to System Policies and Practices

Identify specific policies and practices the district shall seek to add, modify or remove in order to establish or strengthen systems that support school-based leadership teams to implement interventions. Provide the rationale for the proposed changes and the steps required to make the modifications, including person(s) responsible for implementation and follow-up.

The School District of Indian River County has integrated the 8 Step Process as a practice to lead systems thinking and change within our schools. District leaders are trained in the 8 Step Process,

and this training continues individually on an as needed basis. Principals work with their school staff to ensure every member is a part of the school's plan to support all students. All school based action plans are expected to be tied directly to the School Improvement Plans that have been created by the school based faculty, in coordination with School Advisory Councils, and updated as data suggests. These plans will be monitored through the implementation of Instructional Rounds conducted by district staff and Role Alike sharing at administrator meetings.

d. Operational Flexibility

Provide the district's definition of "operational flexibility" provided to schools implementing a District-Managed Turnaround option under section 1008.33, Florida Statutes, or a Turnaround, Transformation or Restart with EMO model under the SIG 1003(g) program as it applies to school-level autonomy over staffing, scheduling and budgeting.

The District Turnaround Committee consisting of the Superintendent, Assistant Superintendent of Finance, Assistant Superintendent of Curriculum and Instruction, Assistant Superintendent of Technology, Assessment, and Human Resources, the Director of Assessment and Accountability, Executive Director of Elementary Education, Executive Director of Secondary Education, Director of Exceptional Student Education, Director of Federal Programs, District Instructional Support Specialists for Math and Reading all met several times to review FSA data. The was disaggregated to identify scores for Oslo by grade level, by subgroups and by subject. We also looked at the students data showing exact number of student's proficient or making gains for ELA, Math and Science. The school also went through this same data prior to working on their SIP. They identified strategies by grade level that will assist in increasing the proficiency levels of the students. Oslo Middle School will implement weekly data chats where teachers and administrators will be able to discuss formative assessment, state assessment, benchmark, and i-Ready data.

3. Sustainability of Improvement

a. Describe how the district will sustain improvements that are a result of the interventions described in Part III of this plan after the schools' Differentiated Accountability designation of Focus or Priority is removed. Include any plans to reorganize personnel, redistribute resources or reach out to community organizations, unions and other partners to build capacity for and sustainability of improvements.

In order to sustain these improvements, the district will monitor for fidelity the implementation of the high yield strategies herein. The district will analyze data after each performance assessment looking for trends and areas of need for additional support. The Assistant Superintendent of Curriculum, the Executive Directors of Curriculum, and principal supervisors will monitor schools through site based visits and a monitoring plan that will assist Principals in identifying strengths and weaknesses and add interventions that will assist students' success. The district will offer professional development opportunities to continue to build capacity of our leaders and teachers. The district will allocate appropriate funding and resources needed to continue the improvement. To support our Targeted Support & Improvement and lowest 300 schools, the district will continue to use the Instructional Support Team (IST), that works to support the process of improving student achievement through quality standards based instruction. In addition, other schools will be identified as needing support and the district will allocate resources to assist them. District instructional specialists will also be providing support on a tiered model, providing the most support to the tier III schools and less support for each schools in the other tiers. All schools will receive some support each month to assist schools in maintaining or improving student success which will lead to improved school grades as well.

B. Stakeholder Involvement

1. Parent and Family Engagement Plan (PFEP) Link

A PIP has not been uploaded for this district.

2. Family and Community Engagement

Describe the district's *ongoing* mechanisms for engaging families and the community in school improvement efforts

A quarterly meeting will be held in the morning at Oslo Middle and will be facilitated by Pam Dampier, Assistant Superintendent of Curriculum and Instruction. Community Members are encouraged to participate in their local school's School Advisory Council. The district held several town hall meetings and surveys to seek input while developing the district's 5 Year Strategic Plan.

3. Engagement of School Leadership

Describe how the district involves school leadership in the development and implementation of turnaround plans and other school-level interventions

The district has tiered the schools in an effort to be able to provide the appropriate amount of support to all schools with the most support going to the Tier II and Tier III schools. In order to sustain and make improvements, the district will monitor for fidelity the implementation of high yield strategies. The district will analyze data after each performance assessment looking for trends and areas of need for additional support. The Assistant Superintendent of Curriculum, the Executive Directors of Curriculum, and principal supervisors will monitor schools through site based visits and a monitoring plan that will assist Principals in identifying strengths and weaknesses and add interventions that will assist student success. The district will offer professional development opportunities to continue to build capacity of our leaders and teachers. The district will allocate appropriate funding and resources needed to continue the improvement.

In addition, District instructional specialists will also be providing support on a tiered model, providing the most support to the Tier III schools and less support for each schools in the other tiers. All schools will receive some support to assist them in maintaining or improving student success.

Other areas that will continue to be implemented and supported including the following:

ICE- Institute for Coaching Excellence is a way of deepening the coaching competencies of our school based instructional coaches and teacher leaders.

MTSS - Multi Tiered System of Support helps to develop support and to deepen the understanding for multi tiered levels of support for our students both academically and behaviorally.

IST- Instructional Support Teams assist our Targeted Support & Improvement. The team will work in collaboration with the Differentiated Accountability Team for Region III of the FLDOE. This team will work in collaboration with the school based teams to provide data reviews, classroom observations and intervention support as needed to help improve the work at Oslo Middle School.

C. Effective Leadership

1. District Turnaround Lead

a. Employee's Name and Email Address

Dampier, Pamela, pamela.dampier@indianriverschools.org

b. Employee's Title

Assistant Superintendent

c. Employee's Phone Number

(772) 564-3014

d. Employee's Phone Extension

e. Supervisor's Name

Dr. Mark Rendell

f. Supervisor's Title

Superintendent

g. Employee's Role and Responsibilities

To provide leadership in the development, implementation, and evaluation of educational programs and services including curriculum, instruction and assessment related to student performance.

2. District Leadership Team:

| | |
|---|--|
| Rendell, Mark, mark.rendell@indianriverschools.org | |
| Title | Superintendent |
| Phone | |
| Supervisor's Name | School Board of Indian River County |
| Supervisor's Title | Board Member |
| Role and Responsibilities | Superintendent of Schools |
| Green, Bruce, bruce.green@indianriverschools.org | |
| Title | Assistant Superintendent |
| Phone | |
| Supervisor's Name | Dr. Mark Rendell |
| Supervisor's Title | Superintendent |
| Role and Responsibilities | Assistant Superintendent of Technology, Assessment and Human Resources |
| Dampier, Pamela, pameladampier@indianriverschools.org | |
| Title | Assistant Superintendent |
| Phone | |
| Supervisor's Name | Dr. Mark Renell |
| Supervisor's Title | Superintendent |
| Role and Responsibilities | Assistant Superintendent of Curriculum and Instruction |
| Morrison, Carter, carter.morrison@indianriverschools.org | |
| Title | Assistant Superintendent |
| Phone | |
| Supervisor's Name | Dr. Mark Rendell |
| Supervisor's Title | Superintendent |
| Role and Responsibilities | Assistant Superintendent of Business Services |

Teske, Jon, jon.teske@indianriverschools.org

| | |
|----------------------------------|--|
| Title | Assistant Superintendent |
| Phone | |
| Supervisor's Name | Dr. Mark Rendell |
| Supervisor's Title | Assistant Superintendent |
| Role and Responsibilities | Assistant Superintendent of Operations |

Baysura, Kelly, kelly.baysura@indianriverschools.org

| | |
|----------------------------------|--|
| Title | Director |
| Phone | |
| Supervisor's Name | Pam Dampier |
| Supervisor's Title | Assistant Superintendent |
| Role and Responsibilities | Executive Director of Elementary Education |

Jones, Peggy, peggy.jones@indianriverschools.org

| | |
|----------------------------------|---|
| Title | Director |
| Phone | |
| Supervisor's Name | Pam Dampier |
| Supervisor's Title | Assistant Superintendent |
| Role and Responsibilities | Executive Director of Secondary Education |

Taylor, Christopher, christopher.taylor@indianriverschools.org

| | |
|----------------------------------|---|
| Title | Director |
| Phone | |
| Supervisor's Name | Bruce Green |
| Supervisor's Title | Assistant Superintendent |
| Role and Responsibilities | Director of Assessment and Accountability |

Malits, Karen, karen.malits@indianriverschools.org

| | |
|----------------------------------|------------------------------|
| Title | Director |
| Phone | |
| Supervisor's Name | Pam Dampier |
| Supervisor's Title | Assistant Superintendent |
| Role and Responsibilities | Director of Federal Programs |

3. Educator Quality

a. School Leadership Teams

Describe the process and criteria by which the district determines and ensures each Focus and Priority school has a school leadership team of high quality, including a principal and assistant principal with a record of increasing student achievement in a setting with similar challenges. Include how the district determines whether to retain or replace members of the leadership team.

The Principal Supervisors will monitor the Principals monthly using a district created Progress Monitoring Plan and Learning walks. This will put more accountability on the Administrator for the data for their schools and for the improvement taking place on their campus'.

The district team will hold quarterly meetings with the Differentiated Accountability team at Oslo Middle (Targeted Support & Improvement school). These meetings will consist of district meeting as well as Learning Walks through classrooms to ensure growth is taking place.

During the 2017-2018 school year, the Principals' meetings will include a half day of school learning walks that includes a debrief session.

b. Instructional Staff

Describe the process by which the district determines whether to retain or replace members of the teaching staff in Focus and Priority schools whose data shows they have not contributed to improved student outcomes.

Prior to May of each school year, the principal, in cooperation with the human resources department, reviews the "Instructional Practice Scores" for teachers in each school. If there are concerns with probationary or annual contracts, non-renewal is exercised. Leaders have received support with "Instructional Practices Scores" and plans of improvement.

In some cases, the teacher will be retained and coached through use of a "Plan for Improvement," if it is believed that they have the potential to become successful through professional development and mentoring.

For professional services contract teachers, Needs Improvement or Unsatisfactory final evaluations trigger initiation of a plan for improvement which can lead to probation and eventual just cause for non-renewal.

For our Targeted Support & Improvement School (Oslo Middle), the district will provide curriculum specialist and coaching support which will include modeling and coaching with immediate feedback. In addition, the district will provide or make available professional development to ensure teachers deliver standards-based instruction. The professional development department and curriculum specialists will provide training on the collaborative planning process, common assessments, and data analysis will be a part of the professional development program, which will be monitored at the district level by the Assistant Superintendent of Curriculum and Instruction and the Executive Directors of Curriculum. School administrators will monitor plans at the school level to ensure the data-informed instruction is provided through highly engaging strategies as gained in professional development activities. The principal's supervisor will monitor the principal implementation of the School Improvement Plan and Progress monitoring plan at the school.

Strategies to Improve Student Performance include:

- Timely identification and assessment of students for the proper instructional placement and support (MTSS)
- Bi-monthly District/DA classroom walkthrough visits with administration

Monitoring will occur bi-monthly during District Leadership Team meetings and reported to the RED.

In addition, the district's Curriculum and Instruction department has updated their vision to provide

quality professional development, resources and support to all schools. We are offering a Tiered approach for school support based on identified data driven needs. Oslo is one of our Tier III support schools and will be receiving weekly support from all the Instructional Support Specialists (ELA, Math and Science) as well as from ESE and ESOL specialists to ensure human resources are provided to assist Oslo with the initiatives they are addressing in their school improvement plan.

D. Professional Capacity

1. Common Planning Time

Describe how the district ensures appropriate resources are allocated to ensure the master schedule at Focus and Priority schools allows for common planning time, as defined in Rule 6A-1.099811(2)(e), F.A.C

All schools have a portion of the day either before, during or after school that is an automatic common planning time. The instructional coaches from the schools in collaboration with the District Instructional Specialists will facilitate the collaborative planning sessions for the grade levels during these common planning times. The district has also added an additional 30 minutes to the teacher's work day to allow for more or extended collaborative planning sessions. In addition, some elementary schools have adjusted their special area rotations to allow for collaborative planning across grade levels. Most secondary schools have time built in through EPIC, TEAM, or other common times for departments to collaboratively plan. All schools will have a lead Professional Development specialist who facilitates subject area training.

2. Instructional Coaches

Describe how the district provides Focus and Priority schools with a reading coach, mathematics coach and science coach to model effective lessons, lead lesson study, analyze data and provide professional development on Florida's standards. Include how the district monitors the daily activities of the coaches and their impact on instruction

Through the Title 1 office the district is able to provide instructional resource teachers to all of our Title I schools. The district based curriculum specialists along with the literacy and math/science coaches and math coordinators at each elementary school provide support and structured professional development and planning for all schools. The secondary schools are supported in this process by the district based literacy and curriculum specialists. All our schools have been placed on a tiered level of support, those with the greatest needs will receive weekly support from curriculum specialists, ESE specialists and the Instructional Support Team. Other schools within Tier II and Tier II will receive support depending on the needs of the schools. Our goal is to increase the capacity of our struggling schools while maintaining and increasing capacity of all our district schools.

E. Ambitious Instruction and Learning

1. Instructional Programs

a. Reading

1. Verify that the district has an approved K-12 Comprehensive Research-based Reading Plan

Yes

District Reading Plans

https://www.floridacims.org/districts/indian-river?current_tab=reading

b. Writing

1. Description of Programs

List and describe the core, supplemental and intensive intervention programs for writing the district currently uses at the elementary, middle and high school levels:

Elementary - uses the Wonders Reading/Writing program

Program Type Core, Supplemental

School Type Elementary School

Description The Wonders program has a very strong writing component that is being used in connection with the reading program. The Writing rubric from FLDOE is used in assessing text based writing prompts. The majority of students will participate in writing formative assessments using FSA-like prompts.

The majority of students will also participate in a 2 week writing cycle.

HMH Collections

Program Type Core

School Type Middle School, High School

Description in addition the English and Language Arts Core curriculum program, the majority of students will participate in writing formative assessments using FSA-like prompts.

c. Mathematics

1. Description of Programs

List and describe the core, supplemental and intensive intervention programs for mathematics the district currently uses at the elementary, middle and high school levels:

Go Math

Program Type Core, Supplemental, Intensive Intervention

School Type Elementary School

Description The Go Math program acts as the core curriculum fo grades K-5. The program was built on research-based instructional models designed to make mathematics accessible to a wide range of students. Through interactive learning and problem-based activities, students are able to build their own understanding of concepts and skills before the formal representation of ideas occurs. District instructional specialists work with the school based coaches and teachers to ensure capacity for teaching the skills is improved and that supplemental teaching methods are incorporated as needed to address student needs.

Houghton Mifflin High School

Program Type Core, Supplemental, Intensive Intervention

School Type High School

Description Houghton Mifflin Algebra 2 serves as the core curriculum for the district's Algebra 2 course. This text come with supplemental and intensive intervention curriculum to facilitate differentiated instruction.

Big Ideas Middle School

Program Type Core, Supplemental, Intensive Intervention

School Type Middle School

Description Big Ideas Pre-Algebra serves as the core curriculum for the 8th grade course Pre-Algebra. This text come with supplemental and intensive intervention curriculum to facilitate differentiated instructions.

Pearson

Program Type Core, Supplemental, Intensive Intervention

School Type High School

Description Pearson Algebra 1 and Geometry serves as the core curriculum for the district's high school courses. This text come with supplemental and intensive intervention curriculum to facilitate differentiated instruction.

Cengage Math

Program Type Core, Supplemental, Intensive Intervention

School Type High School

Description All Algebra and Trig 2014/9th Ed.; Larson – Pre-Calc with Limits: A Graphing Approach, 6th Ed.; Larson - College Prep Algebra 1st Ed.

d. Science

1. Description of Programs
List and describe the core, supplemental and intensive intervention programs for science the district currently uses at the elementary, middle and high school levels:

High School

Program Type

School Type High School

Biology+Biology H Biology Pearson
 Bio AP + IB Biology AP Florida Edition Pearson
 Physical Science Science Spectrum Physical Science Houghton Mifflin Harcourt
 Physical Science H Science Spectrum Physical Science Houghton Mifflin Harcourt
 Chemistry + Chemistry H, Chem pre-IB Matter and Changes Chemistry Glencoe (McGraw Hill)Chemistry 2 IB Chemistry IBID Press (John Green & Sadru Damji
 Physics + Physics H Conceptual Physics by Serway/Vuille 8th edition 2010 Pearson (Prentice Hall)
 Physics AP College Physics Brooks/Cole Cengage Learning
 Marine Bio Marine Bio and Oceanography Amsco School Publications (978-0-13-317063-4)
 Marine Science The Dynamic Ocean Pearson(978-0-13-317063-4)
 Anatomy and Physio Essentials of Anat and Physio Pearson
 Earth Space Earth, Physical, Bio American Guidance Service, Inc
 Program:
 Pearson High School
 Pearson’s Biology served as the core content for the districts Biology and Biology Honors courses.

Description

Program:
 Pearson High School
 Biology AS Florida Edition served as the core content for the districts AP courses

Program:
 Glencoe High School
 Matter and Changes, Chemistry served as the core content for the districts Chemistry, Chemistry Honors, and pre-IB Chemistry courses.

Program:
 IBID Press (John Green and Sadru Damj) High School
 Chemistry served as the core content for the districts IB Chemistry courses.

Program:
 Pearson (Prentice Hall) High School
 Conceptual Physics served as the core content for the districts Physics and Physics Honors courses.

Program:
 Brooks/Cole Cengage Learning High School
 College Physics served as the core content for the districts IB Physics course.

Program:
 Amsco School Publications High School
 Marine Biology and Oceanography served as the core content for the districts Marine Biology course.

Program:

Pearson High School
The Dynamic Ocean served as the core content for the districts Marine Science course.

Program:

Pearson High School
Essentials of Anatomy and Physiology served as the content for the districts Anatomy and Physiology course.

Program:

Prentice Hall High School
Physical Science: Concepts in Action served as the content for the districts Integrated II and Integrated III courses.

Program:

Parson High School
Essentials of Human Anatomy and Physiology served as the content for the districts Integrated IV course.

Middle School

Program Type Supplemental, Intensive Intervention

School Type Middle School

Description Program:
iScience
The Glencoe iScience program served as the core curriculum for grades 6-8. The programs was developed using research-based models to ensure critical thinking and problem solving.

STEMscopes

Program Type Core, Supplemental

School Type Elementary School, Middle School, High School

Description Engaging digital platform written in the 5E format (Engage, Explore, Explain, Extend, Evaluate) that allows students to experience a blended learning environment. Each scope is standards based and has hands-on activities and has reading components.

2. Instructional Alignment and Pacing

a. Program Monitoring

Describe the process through which the district monitors whether core instructional and intervention programs are implemented as intended, how alignment with Florida's standards is maintained and whether they are effective. Include the data used to determine fidelity and effectiveness. Provide exemplars of how the district has responded to evidence of poor implementation and evidence that a given strategy is failing to reduce barriers to goals.

The district utilizes the Multi Tiered System of Supports at the district and school levels to monitor all tiers of instruction. The use of state and local assessment data assist the schools and district with quarterly data reviews to ensure the levels of instruction are on target. School based leaders also monitor the instruction through daily observations as well as evaluations. For 2017-2018, District leaders will be meeting with Principals to monitor the review process for the schools and to insure changes are made to ensure success for all students at all schools.

b. Supports for Student Transitions

Describe the structures the district has in place to support students in Focus and Priority schools as they transition from one school to another.

1. Will the district use its Student Progression Plan to satisfy this question?

Yes

a. Link to Student Progression Plan

<https://www.indianriverschools.org/images/district/curriculum/documents/Student-Progression-Plan-2015-2016.pdf>

b. Provide the page numbers of the plan that address this question

8-32

c. Alignment of Pacing Guides to Florida Standards

Verify that the district's instructional pacing guides are aligned to Florida's standards for reading, writing, mathematics and science.

Yes

II. Needs Assessment

A. Problem Identification

1. Data to Support Problem Identification

b. Data uploads are not required by the Florida Department of Education, but are offered as a tool for needs assessment.

The following documents were submitted as evidence for this section:

| |
|---|
| Oslo_SIP_DATA_Planing_GUIDE_MS_UNISIG_Upload.pdf |
| <i>File contains data for Oslo Middle School.</i> |

2. Problem Identification Summary

This section is not required by the Florida Department of Education, but is provided as an opportunity for the district to summarize the points of strength and areas of need that have been identified in the data.

In the 2017-2018 school year, Oslo Middle School has been identified for targeted (i.e., school grade of "D") support and improvement based on the most recent school grades release. Strengths identified through data analysis of the 2016-2017 SY FSA, EOC, and FCAT Science state assessment results for

Oslo Middle School include a 100% proficiency rate for the Geometry EOC and 70% of students scoring a level 3 or higher on the Algebra 1 EOC. In addition, Oslo's Mathematics learning gains for the lowest quartile (44%) exceeded the state average; over 60% of the eighth grade students made learning gains. Data analysis indicated that overall student achievement is below the state level in ELA (37% - school vs. 55% state), Mathematics (39% - school vs. 57% state), Science (38% - school vs. 56% state), and Social Studies (52% - school vs. 70% state). Learning gains in ELA (39%) and ELA lowest quartile (34%) also yielded results below the state average. The percentage of students scoring below level 3 (level 1 and 2) in ELA increased from the 2015-2016 school year to the 2016-2017 school year, whereas the percentage of students scoring below level 3 (level 1 and 2) in Mathematics decreased from the 2015-2016 school year to the 2016-2017 school year. The greatest need is to increase literacy skills and student engagement across the content area. Effective content-based literacy instruction in positive learning environments will improve learning in across all content areas.

B. Problem Analysis Summary

This section is not required by the Florida Department of Education, but is provided as an opportunity for the district to summarize the underlying root causes for the areas of need identified in the data, as determined by situational awareness of, and research conducted by, the stakeholders involved in the needs assessment.

Root Cause analysis of a multiple data sources, including school demographic data, state assessment results, attendance and discipline data identify a lack of professional development in differentiation and scaffolding as it pertains to literacy instruction and student engagement across the content areas. Oslo Middle's 2016-2017 FSA ELA School Grade Component Scores is as follows: ELA- 37%; ELA gains- 39%; and ELA gains lowest quartile. The ability to derive meaning from the academic text of different disciplines must be directly taught so that students can comprehend those academic topics. An emphasis on student engagement strategies, such as Kagan and personalized learning, along with tiered support for all students will improve student outcomes. The quality, structure, and implementation of professional development can determine the success or failure of all initiatives. Professional development includes opportunities to learn new strategies, meet collaboratively to improve practice, support and mentor one another, and ongoing data analysis, including triangulation of data, to review student success and make modifications to support as needed.

District Improvement Goals

The following key is intended to help readers understand how the sections of this document correspond to the steps of the 8-step planning and problem-solving framework used in the School Improvement Plan. The Quick Key numbers can help registered users go directly to the point of entry for any given goal, barrier and strategy within the online survey.

Problem Solving Key

G = Goal

B =
Barrier

S = Strategy

1 = Problem Solving Step  S123456 = Quick Key

Strategic Goals Summary

- G1.** If the district provides support for standards based instruction, then teachers, instructional personnel, and school leaders will deepen their understanding of the Florida Standards in order to collaboratively plan and deliver lessons and tasks that reach the full intent of the standards.

Strategic Goals Detail

For each strategic goal, this section lists the associated targets (i.e., "SMART goals"), targeted barriers to achieving the goal, resources available to help reduce or eliminate the barriers, and the plan for monitoring progress toward the goal.

G1. If the district provides support for standards based instruction, then teachers, instructional personnel, and school leaders will deepen their understanding of the Florida Standards in order to collaboratively plan and deliver lessons and tasks that reach the full intent of the standards. **1a**

G045277

Targets Supported **1b**

| Focus | Indicator | Year | Target |
|---------------|---|---------|--------|
| District-Wide | Algebra I EOC Pass Rate | 2017-18 | 54.0 |
| District-Wide | 4-Year Grad Rate (Standard Diploma) | 2017-18 | 89.2 |
| District-Wide | ELA/Reading Gains | 2017-18 | 55.0 |
| District-Wide | ELA Achievement District Assessment | 2017-18 | 57.0 |
| District-Wide | FSA Mathematics Achievement | 2017-18 | 59.0 |
| District-Wide | Math Gains | 2017-18 | 59.0 |
| District-Wide | FCAT 2.0 Science Proficiency | 2017-18 | 58.0 |
| District-Wide | FSA ELA Achievement - Black/African American | 2017-18 | 35.0 |
| District-Wide | FSA ELA Achievement - Hispanic | 2017-18 | 46.0 |
| District-Wide | FSA Math Achievement - Black/African American | 2017-18 | 36.0 |
| District-Wide | FSA Math Achievement - Hispanic | 2017-18 | 53.0 |

Targeted Barriers to Achieving the Goal **3**

- Need for continued, uniformed training on the Florida Standards and pedagogy strategies across the district

Resources Available to Help Reduce or Eliminate the Barriers **2**

- Literacy Coaches and curriculum specialists will support standard based planning and delivery of instruction
- Additional 30 minute per day increase to teacher contract that may be used for PD and collaborative planning
- Community partnerships; The Learning Alliance, the Education Foundation, etc. provide resources to district and school staff that support standards based instruction
- Early Warning Systems data for K-12
- Collaboration with Pearson to deliver professional development in Algebra
- Implementation of i-Ready for elementary reading and math
- Addition of the graduation coaches and professional development coach for new teachers
- Ability to use UNIFY for common assessments at the classroom level
- District Management Council and the Equal Opportunity Schools consultation
- District created Learning Scales and Marzano instructional strategies professional development
- Unit Assessments for 3-10 ELA, 3-8 Math, science and EOC courses.
- i-Ready implemented for grades K-8 for progress monitoring.

Plan to Monitor Progress Toward G1. 8

Performance achievement data will be reviewed as evidence of standards based instruction and best instructional practices within all levels and subjects.

Person Responsible

Pamela Dampier

Schedule

Quarterly, from 7/3/2017 to 6/29/2018

Evidence of Completion

Statewide Student Data

District Action Plan for Improvement

Problem Solving Key

G = Goal **B** =
Barrier **S** = Strategy

1 = Problem Solving Step  **S123456** = Quick Key

G1. If the district provides support for standards based instruction, then teachers, instructional personnel, and school leaders will deepen their understanding of the Florida Standards in order to collaboratively plan and deliver lessons and tasks that reach the full intent of the standards. 1

G045277

G1.B1 Need for continued, uniformed training on the Florida Standards and pedagogy strategies across the district 2

B118442

G1.B1.S1 Provide training for administrators, instructional personnel and teachers on standards based lesson planning, instructional rounds, student engagement and instructional strategies to improve practices that support student achievement across the tiers. 4

S139391

Strategy Rationale

To assist all school level staff in gaining a deeper knowledge of the Florida Standards and high yield strategies.

Action Step 1 5

The district will implement professional development opportunities such as; Unit Assessments, Kagan Strategies, and the Institute for Coaching Excellence (ICE) to build capacity with educators.

Person Responsible

Pamela Dampier

Schedule

Monthly, from 9/1/2017 to 8/31/2018

Evidence of Completion

meeting agendas, attendance logs, CANVAS modules, PowerPoints/training materials

Action Step 2 5

The district will provide support to structure a collaborative planning process and support resources for instruction across the tiers and core content areas.

Person Responsible

Pamela Dampier

Schedule

Monthly, from 8/1/2017 to 6/29/2018

Evidence of Completion

sign in sheets, agendas, training materials

Action Step 3 5

The district personnel will participate with administrators on school based instructional rounds.

Person Responsible

Pamela Dampier

Schedule

Monthly, from 7/3/2017 to 6/29/2018

Evidence of Completion

Classroom Walk through data, schedules of the school visits

Action Step 4 5

District will provide monthly data chats with the school based administrators.

Person Responsible

Bruce Green

Schedule

Monthly, from 8/8/2016 to 6/1/2017

Evidence of Completion

Scheduled meetings, agendas

Action Step 5 5

Implementation of the action steps identified in the African American Achievement Plan.

Person Responsible

Deborah Long

Schedule

Monthly, from 8/8/2016 to 6/1/2017

Evidence of Completion

African American Achievement Plan deliverables, African American Achievement Committee agendas

Plan to Monitor Fidelity of Implementation of G1.B1.S1 6

Monthly review of the data monitoring plan with administrators.

Person Responsible

Pamela Dampier

Schedule

Monthly, from 7/3/2017 to 6/29/2018

Evidence of Completion

scheduled school visits and meeting notes

Plan to Monitor Fidelity of Implementation of G1.B1.S1 6

Instructional coaches will provide targeted support such as side by side coaching, modeling, collaborative planning and effective feedback to teachers.

Person Responsible

Peggy Jones

Schedule

Monthly, from 7/3/2017 to 6/29/2018

Evidence of Completion

Coaches logs and schedules, outlook calendar, monthly coaches meetings, progress monitoring data

Plan to Monitor Effectiveness of Implementation of G1.B1.S1 7

Student achievement data and classroom walk through data.

Person Responsible

Peggy Jones










Schedule

Monthly, from 7/3/2017 to 7/27/2018

Evidence of Completion

Statewide Student Data

IV. Implementation Timeline

| Source | Task, Action Step or Monitoring Activity | Who | Start Date (where applicable) | Deliverable or Evidence of Completion | Due Date/ End Date |
|--|--|-----------------|-------------------------------|--|---------------------|
| 2018 | | | | | |
| G1.B1.S1.A5  A270055 | Implementation of the action steps identified in the African American Achievement Plan. | Long, Deborah | 8/8/2016 | African American Achievement Plan deliverables, African American Achievement Committee agendas | 6/1/2017 monthly |
| G1.B1.S1.A4  A270037 | District will provide monthly data chats with the school based administrators. | Green, Bruce | 8/8/2016 | Scheduled meetings, agendas | 6/1/2017 monthly |
| G1.B1.S1.MA2  M105985 | Instructional coaches will provide targeted support such as side by side coaching, modeling,... | Jones, Peggy | 7/3/2017 | Coaches logs and schedules, outlook calendar, monthly coaches meetings, progress monitoring data | 6/29/2018 monthly |
| G1.B1.S1.MA1  M098522 | Monthly review of the data monitoring plan with administrators. | Dampier, Pamela | 7/3/2017 | scheduled school visits and meeting notes | 6/29/2018 monthly |
| G1.B1.S1.A3  A270035 | The district personnel will participate with administrators on school based instructional rounds. | Dampier, Pamela | 7/3/2017 | Classroom Walk through data, schedules of the school visits | 6/29/2018 monthly |
| G1.B1.S1.A2  A163402 | The district will provide support to structure a collaborative planning process and support... | Dampier, Pamela | 8/1/2017 | sign in sheets, agendas, training materials | 6/29/2018 monthly |
| G1.MA1  M078624 | Performance achievement data will be reviewed as evidence of standards based instruction and best... | Dampier, Pamela | 7/3/2017 | Statewide Student Data | 6/29/2018 quarterly |
| G1.B1.S1.MA1  M098527 | Student achievement data and classroom walk through data. | Jones, Peggy | 7/3/2017 | Statewide Student Data | 7/27/2018 monthly |
| G1.B1.S1.A1  A156858 | The district will implement professional development opportunities such as; Unit Assessments, Kagan... | Dampier, Pamela | 9/1/2017 | meeting agendas, attendance logs, CANVAS modules, PowerPoints/ training materials | 8/31/2018 monthly |

V. Professional Development Opportunities

Professional development opportunities identified in the DIAP as action steps to achieve the district's goals.

G1. If the district provides support for standards based instruction, then teachers, instructional personnel, and school leaders will deepen their understanding of the Florida Standards in order to collaboratively plan and deliver lessons and tasks that reach the full intent of the standards.

G1.B1 Need for continued, uniformed training on the Florida Standards and pedagogy strategies across the district

G1.B1.S1 Provide training for administrators, instructional personnel and teachers on standards based lesson planning, instructional rounds, student engagement and instructional strategies to improve practices that support student achievement across the tiers.

PD Opportunity 1

The district will implement professional development opportunities such as; Unit Assessments, Kagan Strategies, and the Institute for Coaching Excellence (ICE) to build capacity with educators.

Facilitator

Dr. Peggy Jones, Kelly Baysura

Participants

Administrators, coaches and teachers

Schedule

Monthly, from 9/1/2017 to 8/31/2018

PD Opportunity 2

The district will provide support to structure a collaborative planning process and support resources for instruction across the tiers and core content areas.

Facilitator

Pam Dampier

Participants

All teachers in the district

Schedule

Monthly, from 8/1/2017 to 6/29/2018

PD Opportunity 3

The district personnel will participate with administrators on school based instructional rounds.

Facilitator

Pam Dampier

Participants

All administrators

Schedule

Monthly, from 7/3/2017 to 6/29/2018

VI. Technical Assistance Items

Technical Assistance opportunities identified in the DIAP as action steps to achieve the district's goals.

VII. Budget

| | | | | | | |
|---------------|--------------------|--|---------------|----------------|-----|--------------------|
| 1 | G1.B1.S1.A1 | The district will implement professional development opportunities such as; Unit Assessments, Kagan Strategies, and the Institute for Coaching Excellence (ICE) to build capacity with educators. | | | | \$90,000.00 |
| | Function | Object | Budget Focus | Funding Source | FTE | 2017-18 |
| | | | District-Wide | | | \$90,000.00 |
| 2 | G1.B1.S1.A2 | The district will provide support to structure a collaborative planning process and support resources for instruction across the tiers and core content areas. | | | | \$0.00 |
| 3 | G1.B1.S1.A3 | The district personnel will participate with administrators on school based instructional rounds. | | | | \$0.00 |
| 4 | G1.B1.S1.A4 | District will provide monthly data chats with the school based administrators. | | | | \$0.00 |
| 5 | G1.B1.S1.A5 | Implementation of the action steps identified in the African American Achievement Plan. | | | | \$0.00 |
| Total: | | | | | | \$90,000.00 |

School District of Indian River County

Oslo Middle School



2017-18 School Improvement Plan

Oslo Middle School

480 20TH AVE SW, Vero Beach, FL 32962

www.indianriverschools.org

School Demographics

| | | |
|---|-------------------------------|---|
| School Type and Grades Served (per MSID File) | 2016-17 Title I School | 2016-17 Economically Disadvantaged (FRL) Rate (As Reported on Survey 3) |
| Middle School 6-8 | Yes | 77% |
| Primary Service Type (per MSID File) | Charter School | 2016-17 Minority Rate (Reported as Non-white on Survey 2) |
| K-12 General Education | No | 53% |

School Grades History

| Year | 2016-17 | 2015-16 | 2014-15 | 2013-14 |
|-------|---------|---------|---------|---------|
| Grade | D | C | C* | C |

**Informational Baseline School Grade*

Note: The school grades calculation was revised substantially for the 2014-15 school year to implement statutory changes made by the 2014 Legislature and incorporate the new Florida Standards Assessments. The 2014-15 school grades serve as informational baseline data that schools can use to improve in future years.

School Board Approval

This plan is pending approval by the Indian River County School Board.

SIP Authority and Template

Section 1001.42(18), Florida Statutes, requires district school boards to annually approve and require implementation of a school improvement plan (SIP) for each school in the district that has a school grade of D or F.

The Florida Department of Education (FDOE) SIP template meets all statutory and rule requirements for traditional public schools and incorporates all components required for schools receiving Title I funds. This template is required by State Board of Education Rule 6A-1.099811, Florida Administrative Code, for all non-charter schools with a current grade of D or F (see page 4). For schools receiving a grade of A, B, or C, the district may opt to require a SIP using a template of its choosing.

This document was prepared by school and district leadership using the FDOE's school improvement planning web application located at <https://www.floridaCIMS.org>.

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Purpose and Outline of the SIP

The SIP is intended to be the primary artifact used by every school with stakeholders to review data, set goals, create an action plan and monitor progress. A corollary at the district level is the District Improvement and Assistance Plan (DIAP), designed to help district leadership make the necessary connections between school and district goals in order to align resources. The Florida Department of Education encourages schools to use the SIP as a “living document” by continually updating, refining and using the plan to guide their work throughout the year. This printed version represents the SIP as of the “Date Modified” listed in the footer.

Part I: Current School Status

Part I organizes the current status of the school around five domains inspired by the 5Essentials framework: Supportive Environment, Family and Community Involvement, Effective Leadership, Public and Collaborative Teaching, and Ambitious Instruction and Learning. Questions regarding the school’s Multi-Tiered System of Supports have been embedded throughout this part to demonstrate how data is used by stakeholders to understand the needs of all students and allocate appropriate resources in proportion to those needs.

Part II: Needs Assessment

Part II requires the school to review performance and early warning systems data in order to develop strategic goals and associated data targets (i.e., “SMART goals”) for the coming school year in context of the school’s greatest strengths and needs. An online tool was developed, which includes data visualizations and processing questions to support problem identification, problem analysis and strategic goal formulation.

Part III: 8-Step Planning and Problem Solving for Implementation

Part III enables the school to develop implementation plans for its highest-priority goals. With the overview of the current state of the school in mind and the strategic goals identified through the needs assessment, the planning team engages in a facilitated planning and problem-solving process, through which they

- Define strategic goals and establish targets to be reached by successfully achieving the goals (Step 1)
- Identify barriers that could hinder achieving those goals and resources that could be used to eliminate or reduce barriers (Step 2)
- Select high-priority barriers they want to address initially (Step 3)
- Design implementation and monitoring plans for strategies to resolve selected barriers (Steps 4-7)
- Determine how they will monitor progress toward each goal (Step 8)

Appendices

The following appendices, automatically-generated from content entered in Part III, are included in this document:

- Appendix 1 is a timeline of all action steps and monitoring activities
- Appendix 2 is an outline of all professional development opportunities and technical assistance items
- Appendix 3 is a report of the budget needed to implement the strategies

Differentiated Accountability

Florida's Differentiated Accountability (DA) system, established in [section 1008.33, Florida Statutes](#), is a statewide network of strategic support, differentiated by need according to performance data, provided to districts and schools in order to improve leadership capacity, teacher efficacy, and student outcomes. Through a data-driven planning and problem-solving process, DA field teams collaborate with district leadership to design, implement, and refine strategic goals and action plans that are documented in the SIP.

DA Regions

Florida's DA network is divided into four geographical regions, each served by a field team led by a regional executive director (RED).

DA Categories

At the start of each academic year, traditional schools are classified for DA support in two categories based on the most recent school grades data available. Descriptions of each DA category along with the state support and interventions provided are set forth by [Rule 6A-1.099811, Florida Administrative Code](#):

- **Not in DA** - A school with a current school grade of A, B, or C; charter schools; and ungraded schools.
- **Targeted Support and Improvement** - A school with a current school grade of an initial D.
- **Comprehensive Support and Improvement** - A school with a current school grade of F or two consecutive grades of D, or a high school with a graduation rate of 67 percent or less in the most recent data release.

DA Turnaround Status

Additionally, Comprehensive Support and Improvement schools have a turnaround status of "Implementing," based on a school's grades history, including the current school grade:

- Implementing - A school with a status of "Implementing" requires the district to submit a turnaround plan to the State Board of Education for approval and implementation. A school remains in "Implementing" status until its school grade improves to a C or higher.

2017-18 DA Category and Statuses for Oslo Middle School

| DA Region and RED | DA Category and Turnaround Status |
|--|--------------------------------------|
| Southeast - Gayle Sitter | Targeted Support & Improvement - N/A |

I. Part I: Current School Status

A. Supportive Environment

1. School Mission and Vision

a. Provide the school's mission statement

Provide a high-performing learning environment that fosters academic excellence, personal integrity, community action and encourages our students to become informed, engaged, and ethical global citizens.

b. Provide the school's vision statement

To provide personalized learning opportunities that create independent thinkers.

2. School Environment

a. Describe the process by which the school learns about students' cultures and builds relationships between teachers and students

Teachers will continuously work on building relationships with all students and stakeholders. We have implemented a 25 minute class called ROAR. This is an intervention as well as enrichment time. Teachers are encouraged to build relationships with students and their parents as well. Reaching out and having each ROAR teacher make contact with each student's family will help build relationships at Oslo Middle School. This personal gesture is intended to strengthen the bond between students, teachers and parents. Our culture of BELIEVING IN BLUE will be strengthened each day by modeling during ROAR and empowering our students to build relationships, stay learning-centered, understand individual needs, and exceling through rigor, technology, and kindness.

b. Describe how the school creates an environment where students feel safe and respected before, during and after school

Assemblies are held with each grade level on the third day of school and led by the principal and administrators outlining several clear policies of respect and safety. After the grade level assemblies, each administrator will visit individual classrooms the first week of school to share how our BELIEVE in BLUE philosophy is integrated into each individual's academic plan for the year. Our work with Harvard University's Graduate School of Education's Caring Common Project will move to the 2nd year phase. We will be participated in the KIND Challenge.

Students are encouraged to approach the administrators or counselors or teachers if there is a problem between them and another peer. OSLO's theory of THINK before you SPEAK is reviewed with each grade level and repeated each morning on announcements to set the tone for each day and remind students and staff that every voice matters and we are all here to LEARN. We also review our three rules- BE on TIME, BE where you are supposed to BE, BE doing what you are supposed to be DOING. There are at least two administrators at every lunch and students are encouraged to talk and reach out to adults on campus. Administrators are visible at every class change. Administrators rotate pod walkthroughs at the warning bell each class exchange. The School Resource Officer also does this on a daily basis. The SRO is also on campus before and after school to build relationships.

c. Describe the schoolwide behavioral system in place that aids in minimizing distractions to keep students engaged during instructional time. This may include, but is not limited to, established protocols for disciplinary incidents, clear behavioral expectations, and training for school personnel to ensure the system is fairly and consistently enforced

BELIEVE IN BLUE. Students are introduced to what it means to believe in blue and how they can earn their BLUE letters by using appropriate behavior and achieving other academic and social expectations. By partnering with Harvard University's Graduate School of Education, we will engage in the KIND Challenge which perfectly aligns with our philosophy and rewards students and staff for BELIEVING IN BLUE.

At Oslo Middle School- we THINK. Before we speak, we decide if it is Truthful, Helpful, Inspiring, Necessary, and Kind. This is the expectation of all teachers, staff, and Wildcat students. OMS's Learning Framework has three main parts- WILDCAT WARMUP, ENGAGING CONTENT, and ROAR out the DOOR. These three integral pieces create and maintain engagement throughout the class period and minimize distractions. By choosing to THINK within our learning framework- distractions can be minimized and learning maximized.

Our student handbook clearly outlines school-based policies for behavior, tardies, and other OMS expectations. These expectations are reviewed frequently during ROAR, lunch, hallways, and classrooms.

PD offerings include social-emotional strategies, de-escalation strategies, higher-order thinking strategies, and visible learning thinking routines. Disciplinary procedures are also reviewed at each faculty meeting to ensure consistently.

d. Describe how the school ensures the social-emotional needs of all students are being met, which may include providing counseling, mentoring and other pupil services

When we BELIEVE IN BLUE, we Understand individual needs and excel through kindness. We ensure that all students have been formally introduced to the availability of counselors and student support personnel. We also have a Social Worker available to conduct small groups and individual meetings with those students in need. Eligibility is determined through our MTSS process.

All staff will engage in PD offerings throughout the year that focus on social emotional strategies to be used in the classroom, with parents, and with each other. This is an integral part of our relationship with the Caring Common Project. Each teacher has access to the Teacher Toolbox provided by the project.

The Behavior Intervention Specialist has been trained in the mentoring program guidelines for "Check and Connect" and this system is planned for implementation as well as regular classroom visits for support.

Our Instructional Coach and Math Coach are regularly visiting classrooms to build relationships to better address the needs of our students and provide instructional support.

When we all THINK before we speak, we ensure that each Wildcat is inspiring each other to be the best.

3. Early Warning Systems

The school's response to this section may address the requirements of ESSA, P.L. No. 114-95, § 1114(b)(7)(A)(i) and (b)(7)(A)(iii)(III).

a. Describe the school's early warning system and provide a list of the early warning indicators used in the system

All of the available data for the four Early Warning Signs have been collected and communicated to the leadership team and the student support specialist. MTSS will meet regularly on Thursdays to

discuss the number of students in each grade and category and those with two or more of the Early Warning Signs. The data is presented in the table below.

b. Provide the following data related to the school's early warning system

1. The number of students by grade level that exhibit each early warning indicator:

| Indicator | Grade Level | | | | | | | | | | | | | Total |
|---------------------------------|-------------|---|---|---|---|---|----|----|----|---|----|----|----|-------|
| | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Attendance below 90 percent | 0 | 0 | 0 | 0 | 0 | 0 | 42 | 65 | 66 | 0 | 0 | 0 | 0 | 173 |
| One or more suspensions | 0 | 0 | 0 | 0 | 0 | 0 | 34 | 42 | 54 | 0 | 0 | 0 | 0 | 130 |
| Course failure in ELA or Math | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 65 | 86 | 0 | 0 | 0 | 0 | 161 |
| Level 1 on statewide assessment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

The number of students identified by the system as exhibiting two or more early warning indicators:

| Indicator | Grade Level | | | | | | | | | | | | | Total |
|--|-------------|---|---|---|---|---|----|----|----|---|----|----|----|-------|
| | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Students exhibiting two or more indicators | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 38 | 56 | 0 | 0 | 0 | 0 | 107 |

c. Describe all intervention strategies employed by the school to improve the academic performance of students identified by the early warning system

The District Positive Climate and Discipline Code of Student Conduct Committee directed that the Code of Student Conduct be changed from one of consequences to one of responsibility on the part of the students. Special emphasis was given to expecting teachers and staff to use a system of classroom strategies and interventions prior to removal from class for disciplinary reasons for minor classroom behaviors. The increase in on task behavior and increase in academic seat time is expected to yield significant academic improvement results. In addition, administration has implemented a Friday School intervention intended to increase in-class seat time and reduce out of school and in-school suspensions. In addition, the Early Warning system has identified those students with two or more of the indicators. These students will be identified as possible candidates for after-school interventions, such as the Feeding The Lambs tutoring program. Those students who have failed either a Math or English Language Arts course last year will be scheduled for Course Recovery to allow their matriculation to the next grade. We offer Course Recovery twice a week after school and one period during the school day.

In addition, earning your BLUE letters requires each student and staff member to regularly review individual data. By monitoring progress regularly, students will be part of the solution and asked to make suggestions for their own success.

B. Family and Community Engagement

The school's response to this section may address the requirements of ESSA, P.L. No. 114-95, § 1114(b)(2) and (b)(7)(A)(iii)(I).

1. Describe how the school works at building positive relationships with families to increase involvement, including efforts to communicate the school's mission and vision, and keep parents informed of their child's progress

a. Will the school use its Title I Parent and Family Engagement Policy (PFEP) to satisfy this question?

Yes

1. PFEP Link

The school completes a Parental Involvement Plan (PFEP), which is available at the school site.

2. Description

A Parent Teacher Organization (PTO) was established during the 2014-2015 school year. It is the intention of Oslo Middle to have a strong PTO. Membership sign up occurred at Oslo's Open House on August 17, 2016. Monthly activities are planned by the PTO to increase participation and collaboration amongst all stakeholders. PTO meets each month before the OMS SAC meeting. The OMS SAC first meeting was held on August 29, 2016. Monthly meetings are planned for the 4th Monday of each month. Oslo plans to have strong SAC participation this year to keep all stakeholders involved in the decision making process.

2. Describe the process by which the school builds and sustains partnerships with the local community for the purpose of securing and utilizing resources to support the school and student achievement

Administrators are involved in various civic organizations to establish and strengthen community ties. There are also teachers and staff who do the same. In addition, the Chairperson of the School Advisory Council has been encouraged to recruit community members to the School Advisory Council as well as recruit the demographic equivalent for SAC membership that the school possesses. Administration has already reached out to several banks and local businesses to encourage participation. Feed the Lambs nonprofit held their summer program at Oslo and will also hold their after school tutoring program at Oslo again this year. Oslo students are encouraged to attend. The Health Dept, Substance Awareness Council, as well as Seacoast Bank, WellsFargo, The Brackett Family Foundation, and others have already been part in donating time or funds for events this year or are members of SAC and/or PTO. OMS achieved FIVE STAR SCHOOL status with the FL DOE for the 2015-2016 school year. All requirements were met for the 2016-2017 except for school grade. We are striving to regain our FIVE STAR SCHOOL status for the 2017-2018 school year.

Oslo has also secured a relationship with Striving for Success, a nonprofit organization. This group is focused on STEM activities. STEAM club is every Thursday. This is free for any student. Youth Guidance served Oslo students at the new Intergenerational Building in Vero Beach by offering homework help and STEM activities 3-4 days a week. This school year they will be on campus to increase participation.

C. Effective Leadership**1. School Leadership Team****a. Membership**

Identify the name, email address and position title for each member of the school leadership team.:

| Name | Title |
|------------------|---------------------|
| Hofer, Beth | Principal |
| Brister, Cindy | Teacher, K-12 |
| Reese, Marsha | Teacher, K-12 |
| Roux, Joanna | Teacher, K-12 |
| Rutherford, Amie | Instructional Coach |
| Kinsley, Craig | Assistant Principal |
| Schwager, Heide | Teacher, K-12 |
| Kehoe, Susan | Teacher, K-12 |
| Fallis, Andrew | Teacher, K-12 |
| Cummings, Chris | Assistant Principal |

b. Duties

1. Describe the roles and responsibilities of the members, including how they serve as instructional leaders and practice shared decision making

The Principal, Mrs. Beth Hofer, provides a common vision and promotes the use of data-based decision-making across campus and in every aspect of the MTSS process. Along with the Assistant Principals, Craig Kinsley and Chris Cummings, she also develops, leads, and evaluates school core content standards/programs, ensures that the school-based team is implementing MTSS, monitors and participates in the problem-solving process, promotes implementation of interventions, ensures adequate professional development is provided to support MTSS implementation, and communicates with parents regarding school-based MTSS plans and activities.

Our Exceptional Student Education Resource Specialist, serves as our parent liaison, promoting and facilitating parent input/involvement in the MTSS process. She maintains constant communication with parents, other vested parties and completes necessary paperwork. In addition to providing quality services and expertise on issues ranging from program design to assessment and intervention with individual students.

ESE Teacher and ESE Department Chair, Judith Smith, works with our ESE teachers- Karen DiSisto, Gloria Mays-Cucci, Shannon Wells, Tre Deller, and Hillary Fortun to provide support in the classroom through a co-teach support facilitation model. They assist with student data collection, integrating core instructional activities/materials into Tier 2 and 3 instruction, and collaborating with general education teachers through our Support Facilitation.

Our School Psychologist participates in collection, interpretation, and analysis of data. She facilitates development of intervention plans, provides support for intervention fidelity and documentation and offers professional development and technical assistance for problem-solving activities including data collection as well as analysis, intervention planning, and program evaluation. She facilitates data-based decision making activities, identifies and analyzes existing literature on scientifically based curriculum/behavior assessment and intervention approaches.

Guidance Counselors, B. Bond and J. Burson, assist with whole school screening programs that provide early intervening services for children considered “at risk.” They identify systematic patterns of student need while working with the team to identify appropriate, evidence-based intervention strategies. Additionally, they work with school social workers to continually link child-serving and community agencies to the school and families to ensure students are equipped with adequate resources.

Behavior Intervention Specialist, Janis Spero continues to assist in the design and implementation of progress monitoring, data collection, and data analysis. Additionally, she assists with Tier 2 Math and Reading intervention, provides support for school-wide intervention effectiveness through data management and focused professional development. She offers technical assistance to teachers. She also facilitates the implementation of our Tier 1 school-wide behavioral programming. Where appropriate, she collects and analyzes data to complete Functional Behavioral Assessments and Behavior Intervention Plans. This year, our 6th grade has organized PAWS for PRAISE. Every 6th grade student has the opportunity to be recognized for going above and beyond. Our 7th grade team implemented Wildcat Pride Cards.

Classroom Teachers inform the team on matters related to core instruction. They participate in student data collection and deliver Tier 1 and 2 instruction, as well as coordinate needed Tier 3.

2. Describe the process through which school leadership identifies and aligns all available resources (e.g., personnel, instructional, curricular) in order to meet the needs of all students and maximize desired student outcomes. Include the methodology for coordinating and supplementing federal, state and local funds, services and programs. Provide the person(s) responsible, frequency of meetings, how an inventory of resources is maintained and any problem-solving activities used to determine how to apply resources for the highest impact

Departments and grade levels meet bi-weekly to plan instruction, discuss learning framework implementation, instructional delivery, and problem-solve. Each Thursday grade level teams will meet to review student data, make adjustments where needed and complete MTSS referral sheets if needed. In these meetings, teachers focus on academic performance data, behavior needs, attendance, tardies, etc. During this collaboration, it is determined what will need to be progress monitored and what initial supports need to be in place for the student to begin to show success. These weekly data chats will include an administrator to assist in problem-solving and offer suggestions.

Administration meets weekly to discuss budget needs and make decisions about resource expenditures. Title I monies are monitored and aligned with School Improvement Goals. Regular monthly meetings occur with Title I resource teacher, principal and Title I liaison to ensure that all expenditures are aligned and monitor the effectiveness of these expenditures.

The MTSS team meets weekly to follow up on student academic and behavioral performance. Student data sheets are reviewed, as well as progress monitoring data. The MTSS Team provides the grade level teams and departments with additional support services for the students needing additional services outside the core curriculum, including after school tutoring services, content specific online resources, and after school social skills programming. MTSS team members are assigned to follow up and track student progress.

2. School Advisory Council (SAC)

a. Membership

Identify the name and stakeholder group for each member of the SAC.:

| Name | Stakeholder Group |
|-----------------------|----------------------------|
| Lawless, Michelle | Parent |
| Roux, Joanna | Teacher |
| Steenberger, Natasha | Parent |
| McGary, Sherrie | Parent |
| Mortimer, Mia | Education Support Employee |
| Finklin, Willie | Business/Community |
| Byrd, Tony | Parent |
| May, John | Business/Community |
| Sherry White | Teacher |
| Gail Brattain | Business/Community |
| Germaine Johnson | Teacher |
| Leslie Connely | Parent |
| Audrey Colonna | Parent |
| | Business/Community |
| Roy McLendon | Parent |
| Gloria Dembroski | Education Support Employee |
| Joann Binford | Parent |
| | Parent |
| Martha Salazar | Parent |
| Jayme Gusaeff Mariano | Parent |
| Chanerea Tate | Parent |
| Linda Stuart Manning | Parent |
| Sherri D'Alessio | Student |
| Andrew Connelly | Student |

b. Duties

1. Provide a description of the SAC's involvement with the following activities, as required by section 1001.452(2), Florida Statutes

The school's response to this question may address the requirements of ESSA, P.L. No. 114-95, § 1114(b)(2).

a. Evaluation of last year's school improvement plan

First SAC meeting is scheduled for August 28, 2017. The March and April 2017 meetings included discussion about School Improvement Plan goals for the upcoming school year. Title I plan was also discussed and how monies should be spent to best increase student achievement.

A review of the 2016-2017 School Improvement Plan was made available to all members last year for review. This year, the 2017-2018 SAC will review the 2016-2017 SIP and the 2017-2018 draft SIP plan to determine areas they would like to see addressed. Submissions will be made to Mrs. Hofer and Germaine Johnson, Chairperson of the 2017-2018 School Advisory Council.

b. Development of this school improvement plan

SIP is presented to members to for review and input is requested. Members question the plan and make suggestions to improve the plan. The various members of the Leadership team: All

administrators, School Advisory Council Chairperson, and Behavior Intervention Specialist, are contributing their expertise and input of knowledge regarding the various sections of the SIP that are related to their areas. In addition, the current academic status, the 2017-2018 academic goals, strategies, and barriers have been created by the committee and added to the plan by administration. The leadership team consists of Mr. Riskin for Math, Mr. Fallis for Science, Mrs. Marsha Reese for Social Studies, Mrs. Kehoe for Language Arts, and Mrs. Cindi Brister and Mr. Torrent for Electives and Health. Grade level chairs are as follows: 6th grade- Heide Schwager, 7th grade- Cheryl Campbell, and 8th grade- Amie Rutherford and Lyn Smith. The SIP is reviewed and updated each month and is presented to SAC for review and discussion.

c. Preparation of the school's annual budget and plan

Mrs. Beth Hofer, Principal of Oslo Middle School, prepares the school budget in coordination with district officials, administration, and her administrative assistant Ms. Joann Binford.

2. Describe the use of school improvement funds allocated last year, including the amount budgeted for each project

Last year's funds were used for purchase of Accelerated Reader for our entire 6th grade student body and an extra 300 licenses for 7th and 8th grade. Approximately \$2000 was spent on AR licenses. The remaining funds were used for art frames to celebrate student work, chairs to allow for flexible seating at lunch, and a intervention kit to be used for small group by our guidance counselors and school psychologist. These projects totaled approximately \$1000.00.

All expended funds were used for various projects that align with OMS's School Improvement goals.

3. Verify that the school is in compliance with section 1001.452, Florida Statutes, regarding the establishment requirements and duties of the SAC

Yes

a. If the school is not in compliance, describe the measures being implemented to meet SAC requirements

Mr. Germaine Johnson is the SAC Chair and Mrs. Joanna Roux is the Vice-Chair of the School Advisory Council. These two officers work in conjunction with the Principal to assure that the membership reflects the school community demographics.

3. Literacy Leadership Team (LLT)

a. Membership

Identify the name and position title for each member of the school-based LLT or similar group, if applicable.:

| Name | Title |
|------------------|---------------------|
| Hofer, Beth | Principal |
| Roux, Joanna | Teacher, K-12 |
| Riskin, Robert | Instructional Coach |
| Rutherford, Amie | Instructional Coach |
| Kinsley, Craig | Assistant Principal |

b. Duties

1. Describe how the LLT or similar group promotes literacy within the school, if applicable

In the 2017-2018 school year, the Literacy Leadership Team, which consists of the administration, department chairpersons and grade level chairs, will continue to implement the Interactive Student Notebook initiative from 2014-2015 across content areas. In research of the existing literature on the topic, this initiative will integrate the strategies to tie together Reading and Writing skills. Research has indicated that the use of ISNs is highly correlated with increased student achievement in both Reading and Writing.

OMS has grown this initiative digitally and integrating the Digital Interactive Student Notebooks into its Digital 1:1 device classrooms. This initiative helps increase the digital literacy of not only the student body, but also the staff.

D. Public and Collaborative Teaching

The school's responses to this section may address the requirements of ESSA, P.L. No. 114-95, § 1114(b)(7)(A)(iii)(IV).

1. Describe the school's strategies to encourage positive working relationships between teachers, including collaborative planning and instruction

Efforts were made to assign ground/safety duties in 7 week cycles so that more teachers could collaborate prior to school beginning. Teachers have an extra 30 minutes at the end of the day to collaborate three days a week. Mondays are for departments and grade level teams to meet to discuss general curriculum and grade level topics. Thursdays are for weekly data chats and forward planning. Professional Development offerings provide structure to the problem solving process and teachers meet once per month on a modified instructional day. Teachers have been directed to engage in "high yield" strategies in the classroom. In addition, the school is actively engaged as a unit in a writing initiative with the implementation of the Instructional Student Notebook.

This will be the third year of the use of deliberate practice in the evaluation process, as per the IRCEA/District agreement. Teachers are encouraged to meet and collaborate on standards-based lessons and instruction on a regular basis.

2. Describe the school's strategies to recruit, develop and retain highly qualified, certified-in-field, effective teachers to the school

Mrs. Beth Hofer and administration strive to recruit highly qualified, certified in field instructors. Professional networking as well as a careful interviewing process provide a wide range of qualified applicants. Applitrack is perused often to scout new talent. All incoming new teachers are given training on school culture and goals by our NEW TO THE PACK group led by our PD liaison- Amie Rutherford.

The school and Principal's mission are made clear to all stakeholders. Personnel are nurtured professionally and encouraged to always strive for improvement in student achievement and professional development. Shared leadership and decision making is one of Principal Hofer's and administrators' core beliefs.

3. Describe the school's teacher mentoring program, including the rationale for pairings and planned mentoring activities

First year teachers are assigned to a department and each new teacher is assigned a peer teacher and a mentor. This school year, there are eleven new teachers to the school, with three of them being new to teaching. Training is focused on standards-based instruction, high engagement strategies, and quality formative assessments in the classroom. With the addition of digital classrooms, OMS now has 45 classrooms with 1:1 devices. The integration of technology is not only preparing our students with 21st Century Skills, but it is also allowing for much collaboration amongst the 1:1 teachers. OMS offers a technical assistance through our Instructional Coach for any instructor who would like a quick training using new technology or district software.

E. Ambitious Instruction and Learning

1. Instructional Programs and Strategies

a. Instructional Programs

1. Describe how the school ensures its core instructional programs and materials are aligned to Florida's standards

When designing the Master Schedule all courses selected are done so through the use of the current Florida course code directory. This process allows the instructional staff to design lessons that align with Florida Standards.

b. Instructional Strategies

1. Describe how the school uses data to provide and differentiate instruction to meet the diverse needs of students. Provide examples of how instruction is modified or supplemented to assist students having difficulty attaining the proficient or advanced level on state assessments

Prior to the start of school year the Student Support staff review all test scores, IEP's, 504's and needs of our ELL students to provide personalized learning opportunities that create independent thinkers and address the scheduling needs of each student. Throughout the school year teachers review both formal and informal assessments to evaluate student needs and make any necessary changes to classroom instruction.

2. Provide the following information for each strategy the school uses to increase the amount and quality of learning time and help enrich and accelerate the curriculum:

Strategy: Extended School Day

Minutes added to school year: 4,500

The current plan is to engage approximately 60 targeted students in grades 6-8 will participate in after-school tutoring for 180 minutes per week for approximately 25 weeks. The focus will be on students in need of additional support in an effort to close the achievement gap between these identified students and the general population of proficient students. The particular areas of focus will be Math and Reading at all grade levels.

Strategy Rationale

Community partner group- Feed the Lambs will host their after school tutoring program three days a week at Oslo Middle School from 3-5 pm. The focus will be on Literacy, however, tutoring will be available for Math as well.

We also will have Youth Guidance and Striving for Success on campus for students to participate in homework help and tutoring for math and reading.

Oslo teachers have also created a schedule which will be shared with all stakeholders of tutoring hours for each grade level.

Strategy Purpose(s)

- Core Academic Instruction
- Enrichment

Person(s) responsible for monitoring implementation of the strategy

Hofer, Beth, beth.hofer@indianriverschools.org

Data that is or will be collected and how it is analyzed to determine effectiveness of the strategy

Identification of possible students will be from the list of students not proficient (level 1) who may need additional assistance in the areas of Math and Reading. Data will be collected each week to ensure the success of this program with student achievement. Review of benchmark data will also be conducted on a regular basis to determine student progress.

Strategy: Extended School Day

Minutes added to school year: 3,240

Collaborative Planning

Strategy Rationale

Collaboration will focus instructional efforts

Strategy Purpose(s)

- Teacher collaboration, planning and professional development

Person(s) responsible for monitoring implementation of the strategy

Kinsley, Craig, craig.kinsley@indianriverschools.org

Data that is or will be collected and how it is analyzed to determine effectiveness of the strategy

EWS data, teacher attendance, and instructional adjustments

Strategy: Before School Program

Minutes added to school year: 450

MEDIA CENTER HELP

Strategy Rationale

Provide students with literacy time to read, learn, and play

Strategy Purpose(s)

- Core Academic Instruction

Person(s) responsible for monitoring implementation of the strategy

Kehoe, Susan, susan.kehoe@indianriverschools.org

Data that is or will be collected and how it is analyzed to determine effectiveness of the strategy

AR data for comprehension scores, increased reading time= increased comprehension

2. Student Transition and Readiness

a. PreK-12 Transition

The school's response to this question may address the requirements of ESSA, P.L. No. 114-95, § 1114(b)(7)(A)(iii)(V).

1. Describe the strategies the school employs to support incoming and outgoing cohorts of students in transition from one school level to another

One of the strategies to insure a smoother transition include the ESE Resource Compliance Specialist attendance at elementary IEP meetings. In addition, this person provides administration and select teacher leaders and the Behavior Intervention Specialist with lists of all incoming ESE students and a review of their needs and strengths. Another strategy the school employs is the transition of the ELL students to and from the school. Our ESOL assistant is an essential staff

member that ensures the transition to OMS.

Summer School was offered to students failing 3 or fewer semesters the previous year, to give them the opportunity to progress to the next grade level, and in the case of the 8th grade students, giving them the opportunity to progress to high school.

The AP+ program at VBHS is advertised and explained throughout the years at OMS. Students are encouraged to take the most rigorous classes so that they will qualify for participation in this program in 9th grade.

There is also an Oslo Alumni Project on the school website encouraging previous students and teachers and staff to list their current job description, family situation (if they choose) and hopes and dreams for the future.

b. College and Career Readiness

1. Describe the strategies the school uses to advance college and career awareness, which may include establishing partnerships with business, industry or community organizations

Oslo has two Guidance Counselors on staff that work with students to ensure that they meet all academic requirements. The career component is implemented through the 8th grade US History curriculum. Guidance counselors use NAVIANCE to create awareness of colleges and careers. Each guidance counselor visits each grade level class of students to explain Naviance and all of its features. Each student participates in an interactive session on Naviance. Interest inventories are completed and guidance counselors assign two assignments for each student to complete. OMS also encourages participation in NJHS and Student Council. Both of these organizations encourage community and civic involvement.

This year, OMS is partnering with VBE to work exclusively with the JDO foundation and their Education Grant which partners two classrooms with classrooms in another country. This added awareness of different cultures provides students with awareness of college and careers around the world.

2. Identify the career and technical education programs available to students and industry certifications that may be earned through those respective programs

With the implementation of Florida Standards, teachers work diligently to design lessons that include both rigor and relevance to real life. We also offer digital tool certificates to 6th, and 7th graders taking specific technology courses.

A select group of 8th grade students are challenged with a Digital Technology course which offers industry certification in Microsoft Office.

3. Describe efforts the school has taken to integrate career and technical education with academic courses (e.g., industrial biotechnology) to support student achievement

Strategies are always based on the individual needs of the student population in which we serve. Oslo offers ICT classes for 7th and 8th graders this year. We have two dedicated teachers for this coursework.

Career analysis and interest surveys will be completed through Naviance for all grade levels.

We also offer STEAM club afterschool on Thursday, and integrate STEM lessons throughout all of our Science courses.

4. Describe strategies for improving student readiness for the public postsecondary level based on annual analysis of the [High School Feedback Report](#), as required by section 1008.37(4), Florida Statutes

II. Needs Assessment

The school's completion of this part may address the requirements of ESSA, P.L. No. 114-95, § 1114(b)(6).

A. Problem Identification

1. Data to Support Problem Identification

b. Data Uploads

Data uploads are not required by the Florida Department of Education but are offered as a tool for the needs assessment. In this section, the school may upload files of locally available data charts and graphs being used as evidence of need.

The following documents were submitted as evidence for this section:

| |
|--|
| Oslo_SIP_DATA_Planing_GUIDE_MS_UNISIG_Upload.pdf |
|--|

| |
|--|
| <i>This file contains data of Oslo Middle School</i> |
|--|

2. Problem Identification Summary

This section is not required by the Florida Department of Education but is provided as an opportunity for the school to summarize the points of strength and areas of need that have been identified in the data.

In the 2017-2018 school year, Oslo Middle School has been identified for targeted (i.e., school grade of "D") support and improvement based on the most recent school grades release. Strengths identified through data analysis of the 2016-2017 SY FSA, EOC, and FCAT Science state assessment results for Oslo Middle School include a 100% proficiency rate for the Geometry EOC and 70% of students scoring a level 3 or higher on the Algebra 1 EOC. In addition, Oslo's Mathematics learning gains for the lowest quartile (44%) exceeded the state average; over 60% of the eighth grade students made learning gains. Data analysis indicated that overall student achievement is below the state level in ELA (37% - school vs. 55% state), Mathematics (39% - school vs. 57% state), Science (38% - school vs. 56% state), and Social Studies (52% - school vs. 70% state). Learning gains in ELA (39%) and ELA lowest quartile (34%) also yielded results below the state average. The percentage of students scoring below level 3 (level 1 and 2) in ELA increased from the 2015-2016 school year to the 2016-2017 school year, whereas the percentage of students scoring below level 3 (level 1 and 2) in Mathematics decreased from the 2015-2016 school year to the 2016-2017 school year. The greatest need is to increase literacy skills and student engagement across the content area. Effective content-based literacy instruction in positive learning environments will improve learning in across all content areas.

B. Problem Analysis Summary

This section is not required by the Florida Department of Education but is provided as an opportunity for the school to summarize the underlying "why"? or root causes for the areas of need identified in the data, as determined by situational awareness of, and research conducted by, the stakeholders involved in the needs assessment.

Root Cause analysis of a multiple data sources, including school demographic data, state assessment results, attendance and discipline data identify a lack of professional development in differentiation and scaffolding as it pertains to literacy instruction and student engagement across the content areas. Oslo Middle's 2016-2017 FSA ELA School Grade Component Scores is as follows: ELA- 37%; ELA gains- 39%; and ELA gains lowest quartile. The ability to derive meaning from the academic text of different disciplines must be directly taught so that students can comprehend those academic topics. An emphasis on student engagement strategies, such as Kagan and personalized learning, along with tiered support for all students will improve student outcomes. The quality, structure, and implementation of professional development can determine the success or failure of all initiatives. Professional development includes opportunities to learn new strategies, meet collaboratively to improve practice, support and mentor one another, and ongoing data analysis, including triangulation of data, to review student success and make modifications to support as needed.

C. Strategic Goals

School Improvement Goals

The following key is intended to help readers understand how the sections of this document correspond to the steps of the 8-step planning and problem-solving framework used in the School Improvement Plan. The Quick Key numbers can help registered users go directly to the point of entry for any given goal, barrier and strategy within the online survey.

Problem Solving Key

G = Goal

B =
Barrier

S = Strategy

1 = Problem Solving Step  S123456 = Quick Key

Strategic Goals Summary

- G1.** Increase school culture and climate through a strong Tier 1 School Wide Behavior Plan. Our BELIEVE IN BLUE campaign incorporates attendance, suspensions, academic progress, and success skills. This Plan will decrease the number of suspensions and the number of referrals from 2016-2017 by a minimum of 20%.
- G2.** A focus on standards-based instruction which includes quality formative assessments and rigor will increase student achievement.

Strategic Goals Detail

For each strategic goal, this section lists the associated targets (i.e., "SMART goals"), targeted barriers to achieving the goal, resources available to help reduce or eliminate the barriers, and the plan for monitoring progress toward the goal.

G1. Increase school culture and climate through a strong Tier 1 School Wide Behavior Plan. Our BELIEVE IN BLUE campaign incorporates attendance, suspensions, academic progress, and success skills. This Plan will decrease the number of suspensions and the number of referrals from 2016-2017 by a minimum of 20%. **1a**

G089633

Targets Supported **1b**

| Indicator | Annual Target |
|------------------------------|---------------|
| 5Es Score: School Commitment | 20.0 |

Targeted Barriers to Achieving the Goal **3**

- Lack of problem-solving skills
- Lack of conflict resolution skills
- Lack of intervention knowledge and execution by school employees
- Lack of knowledge of classroom interventions by classroom teachers

Resources Available to Help Reduce or Eliminate the Barriers **2**

- Substance Awareness Council partnership
- Strong MTSS team with structures in place to follow through with interventions
- Consistent Professional Development for staff on engagement strategies and the role of poverty in the classroom

Plan to Monitor Progress Toward G1. **8**

We will review attendance data, suspension and referral rates, as well as Unit Assessment and iReady data.

Person Responsible

Craig Kinsley

Schedule

Biweekly, from 8/17/2017 to 5/17/2018

Evidence of Completion

Minutes will be taken at meetings and data logs will be shared to staff.

G2. A focus on standards-based instruction which includes quality formative assessments and rigor will increase student achievement. 1a

G089634

Targets Supported 1b

| Indicator | Annual Target |
|--|---------------|
| Middle School Participation in EOC and Industry Certifications | 70.0 |
| FSA ELA Achievement - Black/African American | 50.0 |
| FSA ELA Achievement - Hispanic | 50.0 |
| Algebra I EOC Pass Rate | 90.0 |
| Civics EOC Pass | 75.0 |
| Statewide Science Assessment Level 3 | 65.0 |
| School Grade - Percentage of Points Earned | 55.0 |
| FSA Math Achievement - Black/African American | 50.0 |

Targeted Barriers to Achieving the Goal 3

- Lack of knowledge of standards-based instruction
- Lack of collaborative time to purposefully plan

Resources Available to Help Reduce or Eliminate the Barriers 2

- Math Coach
- Instructional Coach
- Springboard - College Board PD
- District PD department
- PBL PD

Plan to Monitor Progress Toward G2. 8

Formative assessments as well as iReady diagnostic data will be collected.

Person Responsible

Craig Kinsley

Schedule

Every 3 Weeks, from 9/18/2017 to 5/18/2018

Evidence of Completion

Formative assessment data logs will be collected and shared with ELA department to ensure that instructional initiative is being implemented with fidelity and assessment data is driving instruction.

Action Plan for Improvement

For each strategy selected in the plan to reduce a targeted barrier to a strategic goal, this section lists the rationale for that strategy (i.e., why the school believes it will reduce the barrier) and the action steps that have been identified as necessary to implementing the strategy, including details such as the point person, timing and duration, and evidence of completion. At the end of each set of action steps is the plan for monitoring the implementation and effectiveness of the respective strategy.

Problem Solving Key

G = Goal **B** =
 Barrier **S** = Strategy

1 = Problem Solving Step  S123456 = Quick Key

G1. Increase school culture and climate through a strong Tier 1 School Wide Behavior Plan. Our BELIEVE IN BLUE campaign incorporates attendance, suspensions, academic progress, and success skills. This Plan will decrease the number of suspensions and the number of referrals from 2016-2017 by a minimum of 20%. 1

G089633

G1.B1 Lack of problem-solving skills 2

B238878

G1.B1.S1 The district will implement professional development opportunities such as; Unit Assessments, Kagan Strategies, and the Institute for Coaching Excellence (ICE) to build capacity with educators. 4

S267247

Strategy Rationale

Engagement strategies will keep students on task and in the work which will ultimately result in student achievement.

Action Step 1 5

The district will implement professional development opportunities such as; Unit Assessments, Kagan Strategies, and the Institute for Coaching Excellence (ICE) to build capacity with educators.

Person Responsible

Amie Rutherford

Schedule

Biweekly, from 11/27/2017 to 5/4/2018

Evidence of Completion

Action Step 2 5

The district will provide support to structure a collaborative planning process and support resources for instruction across the tiers and core content areas.

Person Responsible

Chris Cummings

Schedule

Weekly, from 10/16/2017 to 5/4/2018

Evidence of Completion

Action Step 3 5

The district personnel will participate with administrators on school based instructional rounds.

Person Responsible

Beth Hofer

Schedule

Monthly, from 10/23/2017 to 4/30/2018

Evidence of Completion

Walkthrough data will be collected using the schoolwide data form with given look-fors

Plan to Monitor Fidelity of Implementation of G1.B1.S1 6

Classroom walkthroughs/sweeps

Person Responsible

Beth Hofer

Schedule

Biweekly, from 10/23/2017 to 4/30/2018

Evidence of Completion

Data logs showing evidence of classroom implementation will be collected and shared with stakeholders

Plan to Monitor Effectiveness of Implementation of G1.B1.S1 7

Classroom walkthrough data will be collected and analyzed for effectiveness

Person Responsible

Beth Hofer

Schedule

Monthly, from 10/23/2017 to 4/30/2018

Evidence of Completion

Data logs will be collected and analyzed and compared to best practices

G1.B2 Lack of conflict resolution skills 2

B238879

G1.B2.S1 Restorative Justice circles with stakeholders 4

S251721

Strategy Rationale

When we give students time to express themselves in a safe environment and advocate for themselves, we can help them move toward their goals.

Action Step 1 5

OMS will implement professional development opportunities to result in conflict resolution.

Person Responsible

Beth Hofer

Schedule

Every 2 Months, from 8/8/2017 to 5/18/2018

Evidence of Completion

Suspension rates /Referral rates / Student Achievement

Plan to Monitor Fidelity of Implementation of G1.B2.S1 6

Weekly MTSS meetings

Person Responsible

Beth Hofer

Schedule

Weekly, from 8/17/2017 to 5/17/2018

Evidence of Completion

Intervention success rates and the effect on suspension rates and classroom behaviors (FOCUS data and anecdotal notes from meetings)

Plan to Monitor Effectiveness of Implementation of G1.B2.S1 7

MTSS weekly meetings

Person Responsible

Beth Hofer

Schedule

Weekly, from 8/17/2017 to 5/18/2018

Evidence of Completion

Anecdotal evidence and behavior data will be collected and graphed

G2. A focus on standards-based instruction which includes quality formative assessments and rigor will increase student achievement. 1

G089634

G2.B1 Lack of knowledge of standards-based instruction 2

B238882

G2.B1.S1 Math Coach and Instructional Coach will visit classes regularly to model and assist with standards-based instruction aligned to curriculum maps 4

S251723

Strategy Rationale

As experts, modeling will assist all teachers and give a picture of effective SBI

Action Step 1 5

Coaches will model standards-based instruction and take part in non-evaluative walkthroughs.

Person Responsible

Beth Hofer

Schedule

Biweekly, from 8/21/2017 to 5/18/2018

Evidence of Completion

Walkthrough noticings and wonderings will be documented and compiled in data forms to share at department meetings and leadership meetings.

Plan to Monitor Fidelity of Implementation of G2.B1.S1 6

Administration will facilitate and model first walkthrough, then meet regularly to discuss data.

Person Responsible

Beth Hofer

Schedule

Biweekly, from 8/21/2017 to 5/18/2018

Evidence of Completion

Noticings and wonderings will be analyzed and drive instruction. Data logs will be shared with teachers.

Plan to Monitor Effectiveness of Implementation of G2.B1.S1 7

Formative assessment data will guide the effectiveness of intervention.

Person Responsible

Craig Kinsley


Schedule

Biweekly, from 8/28/2017 to 5/18/2018

Evidence of Completion

Walkthrough noticings and wonderings will be reviewed through data logs and discussed with non-evaluative walkthrough team to ensure fidelity of walkthroughs.

G2.B1.S2 Departments will meet regularly to design common lesson plans and high quality formative assessments **4**

 S251724

Strategy Rationale

With common formative assessments, data can be more easily tracked and instruction adjusted accordingly

Action Step 1 **5**

Math Coach (Dept Chair) will assist with creating common lesson plans

Person Responsible

Beth Hofer

Schedule

Biweekly, from 8/22/2016 to 4/28/2017

Evidence of Completion

Lesson plans will be reviewed monthly

Plan to Monitor Fidelity of Implementation of G2.B1.S2 **6**

Teachers will turn in copies of assessments and present at data chats weekly

Person Responsible

Chris Cummings

Schedule

Every 3 Weeks, from 9/7/2017 to 5/18/2018

Evidence of Completion

Data summaries of assessments given will be collected with plan for instructional changes

Plan to Monitor Effectiveness of Implementation of G2.B1.S2 7

Mastery of standards on unit assessments will be reviewed and compared to formative assessments

Person Responsible

Amie Rutherford

Schedule

Monthly, from 9/21/2017 to 5/11/2018

Evidence of Completion

Data forms from formative assessments and unit assessments will be collected and reviewed

G2.B1.S3 Implementation of Springboard Curriculum for ELA (Instructional Initiative) 4

 S252647

Strategy Rationale

Providing rigorous quality curriculum that aligns to standards will increase student achievement and instructional strategies

Action Step 1 5

ELA department will integrate Springboard in ELA classes.

Person Responsible

Susan Kehoe

Schedule

Biweekly, from 8/21/2017 to 5/18/2018

Evidence of Completion

Springboard assessments and benchmark data will be assessed bi-weekly

Plan to Monitor Fidelity of Implementation of G2.B1.S3 6

Classroom walkthroughs

Person Responsible

Beth Hofer

Schedule

Every 3 Weeks, from 8/28/2017 to 5/18/2018

Evidence of Completion

Noticing and wonderings will be shared with ELA teachers and department chair to drive instruction

Plan to Monitor Effectiveness of Implementation of G2.B1.S3 7

Classroom walkthroughs

Person Responsible

Susan Kehoe

Schedule

Every 3 Weeks, from 9/4/2017 to 5/18/2018

Evidence of Completion

Department Chair will visit ELA classrooms to observe practices and provide ELA teachers with feedback

G2.B2 Lack of collaborative time to purposefully plan **2**

 B238883

G2.B2.S1 Provide time after school for collaborative planning of assessments and project-based lesson plans **4**

 S252648

Strategy Rationale

By providing collaborative time for teachers to plan together, high-quality standards-based lesson plans and assessments will be created

Action Step 1 **5**

Collaborative planning of PBL lessons and assessments

Person Responsible

Amie Rutherford

Schedule

Weekly, from 8/21/2017 to 5/18/2018

Evidence of Completion

Plan to Monitor Fidelity of Implementation of G2.B2.S1 **6**

Bi-weekly update meetings with PBL teachers and coach

Person Responsible

Beth Hofer

Schedule

Biweekly, from 8/28/2017 to 5/18/2018

Evidence of Completion

Assessment data and lesson plans will be reviewed

Plan to Monitor Effectiveness of Implementation of G2.B2.S1 7

Minutes from meetings and sample lesson plans and assessments

Person Responsible

Beth Hofer

Schedule






Monthly, from 9/4/2017 to 5/18/2018

Evidence of Completion

Lesson plans and assessments will be reviewed to ensure rigor and assessments meet the level of rigor for standards taught

IV. Implementation Timeline

| Source | Task, Action Step or Monitoring Activity | Who | Start Date (where applicable) | Deliverable or Evidence of Completion | Due Date/End Date |
|-------------------------|---|------------------|-------------------------------|--|-----------------------------|
| 2018 | | | | | |
| G2.B1.S2.A1 A328947 | Math Coach (Dept Chair) will assist with creating common lesson plans | Hofer, Beth | 8/22/2016 | Lesson plans will be reviewed monthly | 4/28/2017 biweekly |
| G1.B1.S1.A3 A355361 | The district personnel will participate with administrators on school based instructional rounds. | Hofer, Beth | 10/23/2017 | Walkthrough data will be collected using the schoolwide data form with given look-fors | 4/30/2018 monthly |
| G1.B1.S1.MA1 M379224 | Classroom walkthroughs/sweeps | Hofer, Beth | 10/23/2017 | Data logs showing evidence of classroom implementation will be collected and shared with stakeholders | 4/30/2018 biweekly |
| G1.B1.S1.MA1 M379226 | Classroom walkthrough data will be collected and analyzed for effectiveness | Hofer, Beth | 10/23/2017 | Data logs will be collected and analyzed and compared to best practices | 4/30/2018 monthly |
| G1.B1.S1.A1 A355293 | The district will implement professional development opportunities such as; Unit Assessments,... | Rutherford, Amie | 11/27/2017 | | 5/4/2018 biweekly |
| G1.B1.S1.A2 A355328 | The district will provide support to structure a collaborative planning process and support... | Cummings, Chris | 10/16/2017 | | 5/4/2018 weekly |
| G2.B1.S2.MA1 M358407 | Mastery of standards on unit assessments will be reviewed and compared to formative assessments | Rutherford, Amie | 9/21/2017 | Data forms from formative assessments and unit assessments will be collected and reviewed | 5/11/2018 monthly |
| G1.MA1 M345305 | We will review attendance data, suspension and referral rates, as well as Unit Assessment and... | Kinsley, Craig | 8/17/2017 | Minutes will be taken at meetings and data logs will be shared to staff. | 5/17/2018 biweekly |
| G1.B2.S1.MA1 M345304 | Weekly MTSS meetings | Hofer, Beth | 8/17/2017 | Intervention success rates and the effect on suspension rates and classroom behaviors (FOCUS data and anecdotal notes from meetings) | 5/17/2018 weekly |
| G2.B2.S1.MA1 M347212 | Minutes from meetings and sample lesson plans and assessments | Hofer, Beth | 9/4/2017 | Lesson plans and assessments will be reviewed to ensure rigor and assessments meet the level of rigor for standards taught | 5/18/2018 monthly |
| G2.B2.S1.A1 A330348 | Collaborative planning of PBL lessons and assessments | Rutherford, Amie | 8/21/2017 | | 5/18/2018 weekly |
| G2.B1.S1.A1 A328946 | Coaches will model standards-based instruction and take part in non-evaluative walkthroughs. | Hofer, Beth | 8/21/2017 | Walkthrough noticings and wonderings will be documented and compiled in data forms to share at department meetings and leadership meetings. | 5/18/2018 biweekly |
| G2.B1.S1.MA1 M345307 | Administration will facilitate and model first walkthrough, then meet regularly to discuss data. | Hofer, Beth | 8/21/2017 | Noticings and wonderings will be analyzed and drive instruction. Data logs will be shared with teachers. | 5/18/2018 biweekly |
| G2.B1.S1.MA1 M345306 | Formative assessment data will guide the effectiveness of intervention. | Kinsley, Craig | 8/28/2017 | Walkthrough noticings and wonderings will be reviewed through data logs and discussed with non-evaluative walkthrough team to ensure fidelity of walkthroughs. | 5/18/2018 biweekly |
| G1.B2.S1.A1 A328945 | OMS will implement professional development opportunities to result in conflict resolution. | Hofer, Beth | 8/8/2017 | Suspension rates /Referral rates / Student Achievement | 5/18/2018 every-2-months |
| G2.B2.S1.MA1 M347211 | Bi-weekly update meetings with PBL teachers and coach | Hofer, Beth | 8/28/2017 | Assessment data and lesson plans will be reviewed | 5/18/2018 biweekly |
| G1.B2.S1.MA1 M345303 | MTSS weekly meetings | Hofer, Beth | 8/17/2017 | Anecdotal evidence and behavior data will be collected and graphed | 5/18/2018 weekly |

| Source | Task, Action Step or Monitoring Activity | Who | Start Date (where applicable) | Deliverable or Evidence of Completion | Due Date/End Date |
|---|--|-----------------|-------------------------------|--|----------------------------|
| G2.B1.S2.MA1  M345308 | Teachers will turn in copies of assessments and present at data chats weekly | Cummings, Chris | 9/7/2017 | Data summaries of assessments given will be collected with plan for instructional changes | 5/18/2018 every-3-weeks |
| G2.MA1  M345309 | Formative assessments as well as iReady diagnostic data will be collected. | Kinsley, Craig | 9/18/2017 | Formative assessment data logs will be collected and shared with ELA department to ensure that instructional initiative is being implemented with fidelity and assessment data is driving instruction. | 5/18/2018 every-3-weeks |
| G2.B1.S3.MA1  M347209 | Classroom walkthroughs | Kehoe, Susan | 9/4/2017 | Department Chair will visit ELA classrooms to observe practices and provide ELA teachers with feedback | 5/18/2018 every-3-weeks |
| G2.B1.S3.MA1  M347208 | Classroom walkthroughs | Hofer, Beth | 8/28/2017 | Noticing and wonderings will be shared with ELA teachers and department chair to drive instruction | 5/18/2018 every-3-weeks |
| G2.B1.S3.A1  A330347 | ELA department will integrate Springboard in ELA classes. | Kehoe, Susan | 8/21/2017 | Springboard assessments and benchmark data will be assessed bi-weekly | 5/18/2018 biweekly |

V. Professional Development Opportunities

Professional development opportunities identified in the SIP as action steps to achieve the school's goals.

G1. Increase school culture and climate through a strong Tier 1 School Wide Behavior Plan. Our BELIEVE IN BLUE campaign incorporates attendance, suspensions, academic progress, and success skills. This Plan will decrease the number of suspensions and the number of referrals from 2016-2017 by a minimum of 20%.

G1.B1 Lack of problem-solving skills

G1.B1.S1 The district will implement professional development opportunities such as; Unit Assessments, Kagan Strategies, and the Institute for Coaching Excellence (ICE) to build capacity with educators.

PD Opportunity 1

The district will implement professional development opportunities such as; Unit Assessments, Kagan Strategies, and the Institute for Coaching Excellence (ICE) to build capacity with educators.

Facilitator

Outside agencies and our PD rep

Participants

All classroom teachers

Schedule

Biweekly, from 11/27/2017 to 5/4/2018

G1.B2 Lack of conflict resolution skills

G1.B2.S1 Restorative Justice circles with stakeholders

PD Opportunity 1

OMS will implement professional development opportunities to result in conflict resolution.

Facilitator

MTSS

Participants

Classroom teachers and MTSS members

Schedule

Every 2 Months, from 8/8/2017 to 5/18/2018

G2. A focus on standards-based instruction which includes quality formative assessments and rigor will increase student achievement.

G2.B1 Lack of knowledge of standards-based instruction

G2.B1.S2 Departments will meet regularly to design common lesson plans and high quality formative assessments

PD Opportunity 1

Math Coach (Dept Chair) will assist with creating common lesson plans

Facilitator

Robert Riskin

Participants

Math Department

Schedule

Biweekly, from 8/22/2016 to 4/28/2017

G2.B1.S3 Implementation of Springboard Curriculum for ELA (Instructional Initiative)

PD Opportunity 1

ELA department will integrate Springboard in ELA classes.

Facilitator

Susan Kehoe / College Board

Participants

ELA teachers

Schedule

Biweekly, from 8/21/2017 to 5/18/2018

G2.B2 Lack of collaborative time to purposefully plan

G2.B2.S1 Provide time after school for collaborative planning of assessments and project-based lesson plans

PD Opportunity 1

Collaborative planning of PBL lessons and assessments

Facilitator

Amie Rutherford

Participants

PBL teachers

Schedule

Weekly, from 8/21/2017 to 5/18/2018

VI. Technical Assistance Items

Technical Assistance opportunities identified in the SIP as action steps to achieve the school's goals.

VII. Budget

| | | | | | | |
|---|--------------------|--|---------------------------|----------------|-----|---------------------|
| 1 | G1.B1.S1.A1 | The district will implement professional development opportunities such as; Unit Assessments, Kagan Strategies, and the Institute for Coaching Excellence (ICE) to build capacity with educators. | | | | \$45,000.00 |
| | Function | Object | Budget Focus | Funding Source | FTE | 2017-18 |
| | | | 0271 - Oslo Middle School | | | \$0.00 |
| | 6400 | 311-Subagreements up to \$25,000 | 0271 - Oslo Middle School | UniSIG | 0.0 | \$45,000.00 |
| <i>Notes: Notes: Professional and Technical Services; Kagan Cooperative Learning Workshops, Literacy, Differentiated Strategies, Student Engagement, Backwards Design, Culture and Climate, Standards-based instruction</i> | | | | | | |
| 2 | G1.B1.S1.A2 | The district will provide support to structure a collaborative planning process and support resources for instruction across the tiers and core content areas. | | | | \$238,535.78 |
| | Function | Object | Budget Focus | Funding Source | FTE | 2017-18 |
| | 5100 | 100-Salaries | 0271 - Oslo Middle School | UniSIG | 3.0 | \$145,215.00 |
| <i>Notes: Notes: Resource Teachers to provide supplemental support and tiered intervention</i> | | | | | | |
| | 5100 | 210-Retirement | 0271 - Oslo Middle School | UniSIG | 0.0 | \$11,501.40 |
| <i>Notes: Notes: FRS @ 7.92%- Resource Teachers</i> | | | | | | |
| | 5100 | 220-Social Security | 0271 - Oslo Middle School | UniSIG | 0.0 | \$11,108.94 |
| <i>Notes: Notes: Social Security/MCR @ 7.65% - Resource Teachers</i> | | | | | | |
| | 5100 | 230-Group Insurance | 0271 - Oslo Middle School | UniSIG | 0.0 | \$19,656.00 |
| <i>Notes: Notes: Group Insurance - Resource Teachers</i> | | | | | | |
| | 5100 | 240-Workers Compensation | 0271 - Oslo Middle School | UniSIG | 0.0 | \$2,076.57 |
| <i>Notes: Notes: Workers Compensation @ 1.43% - Resource Teachers</i> | | | | | | |
| | 5100 | 510-Supplies | 0271 - Oslo Middle School | UniSIG | 0.0 | \$41,477.87 |
| <i>Notes: Notes: Supplemental supplies - curriculum , leveled literature/ text, consumables</i> | | | | | | |
| | 5100 | 690-Computer Software | 0271 - Oslo Middle School | UniSIG | 0.0 | \$7,500.00 |
| <i>Notes: Notes: Literacy - based supports -Accelerated Reader, MYON, College Board</i> | | | | | | |
| 3 | G1.B1.S1.A3 | The district personnel will participate with administrators on school based instructional rounds. | | | | \$0.00 |
| 4 | G1.B2.S1.A1 | OMS will implement professional development opportunities to result in conflict resolution. | | | | \$4,250.00 |
| | Function | Object | Budget Focus | Funding Source | FTE | 2017-18 |
| | | | 0271 - Oslo Middle School | General Fund | | \$2,000.00 |

Indian River - 0271 - Oslo Middle School - 2017-18 SIP

Oslo Middle School

| | | | | | | |
|---------------|--------------------|---|---------------------------|-----------------|-----|---------------------|
| | | | 0271 - Oslo Middle School | Title I, Part A | | \$2,250.00 |
| 5 | G2.B1.S1.A1 | Coaches will model standards-based instruction and take part in non-evaluative walkthroughs. | | | | \$1,500.00 |
| | Function | Object | Budget Focus | Funding Source | FTE | 2017-18 |
| | 5000 | 120-Classroom Teachers | 0271 - Oslo Middle School | Title, I Part A | | \$1,500.00 |
| 6 | G2.B1.S2.A1 | Math Coach (Dept Chair) will assist with creating common lesson plans | | | | \$0.00 |
| 7 | G2.B1.S3.A1 | ELA department will integrate Springboard in ELA classes. | | | | \$0.00 |
| 8 | G2.B2.S1.A1 | Collaborative planning of PBL lessons and assessments | | | | \$1,500.00 |
| | Function | Object | Budget Focus | Funding Source | FTE | 2017-18 |
| | 5000 | 140-Substitute Teachers | 0271 - Oslo Middle School | Title, I Part A | | \$1,500.00 |
| Total: | | | | | | \$290,785.78 |

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FIVE YEAR SURVEY

Recommendation Report

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 5 - Version 7
Facility Name: ADULT EDUCATION
Address: 1427 19TH STREET, VERO BEACH

| | Existing | Recommended |
|--------------------------------------|--|--|
| Capital Outlay Classification | 1 - SCHOOL RECOMMENDED FOR CONTINUED USE | 1 - SCHOOL RECOMMENDED FOR CONTINUED USE |
| Facility Use | VACANT | ALTERNATIVE EDUCATION |
| Low Grade | ADULT EDUCATION | GRADE 6 |
| High Grade | ADULT EDUCATION | GRADE 12 |
| Comments | | |

| | Existing | Student Stations Added/Reduced(+ or -) | Recommended |
|---------------------------------|---|--|-------------|
| Perm. Stations | 0 | 27 | 27 |
| Reloc. Stations | 0 | 0 | 0 |
| Mod. Stations | 0 | 0 | 0 |
| Total Stations | 0 | 27 | 27 |
| Utilization Factor | 0% | | 100% |
| School Capacity | 0 | | 27 |
| COFTE Student Membership | 0 | | 23 |
| Survey Annotation | Adult Education will be relocating to the current Alternative Center (parcel 8, facility 7) The students/staff currently located at the Alternative Center will be relocated to the current Adult Education Center | | |

| New Site Cost | Site Expansion | Site Development | Site Improvement | Remodeling Cost | Renovation Cost | New Construction Cost |
|-------------------------------------|----------------|------------------|------------------|-----------------|-----------------|-----------------------|
| \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Estimated Total Project Cost | | | | | \$0 | |

| ADULT EDUCATION | Parcel | Building | Description | Total NSF | Change In Station Count | Calculated Cost | Cost Per NSF | Cost Per Station |
|-----------------|--------|----------|--|-----------|-------------------------|-----------------|--------------|------------------|
| Remodeling 2018 | 27 | 1 | Removed NSF (2000), Added NSF (2000), Difference NSF (0), Percent (0%), Removed Stations (0), Added Stations (27) Remodeling: Adding 1 unit of BUSINESS EDUCATION LAB (800 NSF), 2 units of BUSINESS EDUCATION LAB (600 NSF) and Removing Room 105 (800 NSF), Room 108 (600 NSF), Room 109 (600 NSF) | 2,000 | 27 | \$0 | \$0 | \$0 |

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: Number 5 - Version 7

Facility Name: ALTERNATIVE EDUCATION CENTER

Address: 4690 28TH COURT, VERO BEACH

| | Existing | Recommended |
|-------------------------------|--|--|
| Capital Outlay Classification | 1 - SCHOOL RECOMMENDED FOR CONTINUED USE | 1 - SCHOOL RECOMMENDED FOR CONTINUED USE |
| Facility Use | ALTERNATIVE EDUCATION | ADULT EDUCATION |
| Low Grade | GRADE 6 | ADULT EDUCATION |
| High Grade | GRADE 12 | ADULT EDUCATION |
| Comments | | |

| | Existing | Student Stations Added/Reduced(+ or -) | Recommended |
|--------------------------|---|--|-------------|
| Perm. Stations | 328 | -38 | 290 |
| Reloc. Stations | 0 | 0 | 0 |
| Mod. Stations | 0 | 0 | 0 |
| Total Stations | 328 | -38 | 290 |
| Utilization Factor | 100% | | 150% |
| School Capacity | 328 | | 435 |
| COFTE Student Membership | 64 | | 63 |
| Survey Annotation | The students/staff currently located at the Alternative Center will be relocated to the current Adult Education Center. This will become the Gifford Adult Education Center. Demolish Building 7 which is a 240sf building. | | |

| New Site Cost | Site Expansion | Site Development | Site Improvement | Remodeling Cost | Renovation Cost | New Construction Cost |
|-------------------------------------|----------------|------------------|------------------|-----------------|-----------------|-----------------------|
| \$0 | \$0 | \$0 | \$0 | \$1,597,340 | \$0 | \$0 |
| Estimated Total Project Cost | | | | | \$1,597,340 | |

| ALTERNATIVE EDUCATION CENTER | Parcel | Building | Description | Total NSF | Change In Station Count | Calculated Cost | Cost Per NSF | Cost Per Station |
|------------------------------|--------|----------|---|-----------|-------------------------|-----------------|--------------|------------------|
| Remodeling 2018 | 8 | 2 | Removed NSF (3210), Added NSF (3210), Difference NSF (0), Percent (0%), Removed Stations (91), Added Stations (22) Remodeling: Adding 1 unit of BUSINESS EDUCATION LAB (795 NSF), 1 unit of BUSINESS EDUCATION LAB (805 NSF), 1 unit of VPI LAB (805 NSF), 1 unit of MATERIAL STORAGE (LARGE) (395 NSF), 1 unit of VOCATIONAL TESTING (410 NSF) and Removing Room 2101 (805 NSF), Room 2102 (805 NSF), Room 2103 (805 NSF), Room 2203 (795 NSF) | 3,210 | -69 | \$417,300 | \$130 | \$0 |

**ALTERNATIVE
EDUCATION CENTER**

| | Parcel | Building | Description | Total NSF | Change In Station Count | Calculated Cost | Cost Per NSF | Cost Per Station |
|-----------------|---------------|-----------------|--|------------------|------------------------------------|----------------------------|-------------------------|-----------------------------|
| Remodeling 2018 | 8 | 3 | Removed NSF (4993), Added NSF (4868), Difference NSF (125), Percent (2.50%), Removed Stations (98), Added Stations (69) Remodeling: Adding 1 unit of SENIOR HIGH CLASSROOM (9-12) (805 NSF), 2 units of SMALL HEALTH LAB (800 NSF), 1 unit of VPI LAB (705 NSF), 1 unit of INSTRUCTIONAL CONFERENCE ROOM (225 NSF), 1 unit of MATERIAL STORAGE (100 NSF), 1 unit of VOCATIONAL RELATED CLASSROOM (628 NSF), 1 unit of VOCATIONAL TESTING (805 NSF) and Removing Room 3101 (1658 NSF), Room 3201 (805 NSF), Room 3202 (51 NSF), Room 3203 (403 NSF), Room 3203A (66 NSF), Room 3204 (160 NSF), Room 3204A (127 NSF), Room 3204B (30 NSF), Room 3205 (733 NSF), Room 3205A (155 NSF), Room 3206 (805 NSF) | -4,993 | -29 | \$649,090 | \$130 | \$0 |
| Remodeling 2018 | 8 | 6 | Removed NSF (4065), Added NSF (4000), Difference NSF (65), Percent (1.60%), Removed Stations (0), Added Stations (60) Remodeling: Adding 2 units of SMALL INDUSTRIAL LAB (1100 NSF), 1 unit of MEDIUM INDUSTRIAL LAB (1800 NSF) and Removing Room 001 (4065 NSF) | -4,065 | 60 | \$528,450 | \$130 | \$0 |
| Remodeling 2018 | 8 | 7 | Removed NSF (240), Added NSF (0), Difference NSF (240), Percent (100%), Removed Stations (0), Added Stations (0) Remodeling: Removing Room 701 (240 NSF) | -240 | 0 | \$2,500 | \$10 | \$0 |

Approval to Award RFQ #01-0-2018/JC Construction Management Services for the Construction of the Technical Education Center to Summit Construction of Vero Beach, LLC - Mr. Morrison

The Facilities, Planning and Construction Department requested that a Request for Qualifications for Construction Management at Risk (CMAR) be promulgated for the construction of the Technical Career Center. The scope of work consists of the construction of a new vocational classroom/lab building and renovations of existing classrooms for the conversion of the Gifford Alternative Center campus to a Career and Adult Education Facility as per drawings provided by Donadio & Associates Architects, P.A.

Advertisement soliciting professional qualifications and Letters of Interest from qualified construction managers was published in the Indian River Press Journal on August 6, 13 and 20, 2017. Notice was posted on DemandStar on August 1, 2017. Nine (9) responses were received by the required date of September 21, 2017. The Evaluation Team evaluated all responses and recommends award to the highest scoring firm, Summit Construction of Vero Beach, LLC.

| Vendor | Total Points Awarded |
|--|-----------------------------|
| <u>Summit Construction of Vero Beach, LLC</u> | <u>166</u> |
| Barth Construction, Inc. | 161 |
| Pinnacle Construction of the Treasure Coast, LLC | 160 |
| Proctor Construction Co. LLC | 159 |
| Bill Bryant & Associates, Inc. | 149 |
| Jacquin & Sons Construction | 142 |
| Di Pompeo Construction Corp. | 132 |
| LEGO Construction | 125 |
| General Mechanical Corp | 96 |

As per Florida Statutes Ch. 287.055 FS negotiations Summit Construction of Vero Beach, LLC are complete.

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

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Construction Management at Risk

Agreement Between Owner And Construction Manager

PROJECT NAME/LOCATION

SDIRC # 01-0-2018JC
TECHNICAL EDUCATION CENTER
4680 28th Court
Vero Beach, FL 32967

CONSTRUCTION MANAGER

Summit Construction of Vero Beach, LLC
2837 Flight Safety Drive
Vero Beach, FL 32960

ARCHITECT / ENGINEER

Donadio & Associates, Architects, P.A.
609 17th Street
Vero Beach, FL 32960



**School Board of Indian River County
6500 57th Street Vero Beach, Florida 32967**

| ARTICLE | DESCRIPTION | PAGE |
|---------|---|-------|
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| 2.0 | Construction Manager's Services | 5-24 |
| 3.0 | Owner's Responsibilities | 24-26 |
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| 12.0 | Payments to the Construction Manager | 36-37 |
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**FORM OF AGREEMENT
BETWEEN
OWNER AND CONSTRUCTION MANAGER**

This AGREEMENT made this 24th day of October, 2017, by and between the **School Board of Indian River County**, hereinafter called the **Owner**, and **Summit Construction of Vero Beach, LLC**, hereinafter called the **Construction Manager**.

**ARTICLE 1
THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT**

The Construction Manager accepts the relationship of trust and confidence established between him and the Owner by this Agreement. He covenants with the Owner to furnish his best skill and judgment and to cooperate with the Architect-Engineer, in furthering the interests of the Owner. He agrees to furnish efficient business administration and superintendence and use his best efforts to complete the Project in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the Owner.

- 1.1 The Construction Team The Construction Manager, the Owner and the Architect-Engineer, called the "Construction Team", shall work jointly during design and through final construction completion and shall be available thereafter should additional services be required. The Architect-Engineer will provide leadership throughout the life of the project, with support from the Construction Manager, and the Construction Manager shall provide leadership to the Construction Team on all matters relating to construction.

The specific representatives of the Construction Team are shown in Exhibit A attached.

- 1.2 Extent of Agreement This Agreement for "**SDIRC 01-0-2018JC TECHNICAL EDUCATION CENTER**" between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements. When Drawings, Specifications and other descriptive documents defining the work to be included under a construction authorization are complete, they shall be identified in the construction authorization issued by the Project Manager. When Drawings, Specifications and other descriptive documents defining the work to be included in the Guaranteed Maximum Price (GMP) are complete, an Amendment to the Agreement shall be signed by the Owner and Construction Manager, acknowledging the GMP amount and the Drawings, Specifications and other descriptive documents upon which the GMP is based. To expedite the preparation of this GMP Amendment by the Owner, the Construction Manager shall obtain six (6) sets of signed, sealed and dated Drawings, Specifications and other documents upon which the GMP is based from the Architect-Engineer, shall acknowledge on the face of each document of each set that it is the set upon which he based his GMP and shall send one set of the documents to the Owner's Contracts Administrator along with his GMP proposal, while keeping one set for himself and returning one set to the Architect-Engineer.

The general intent of the Contract Documents is to include all items necessary for the proper execution and completion of the scope of the Work by the Construction Manager. All Work mentioned or indicated in the Contract Documents shall be performed by the Construction Manager as part of this Agreement unless it is specifically indicated in the Contract Documents that such Work is to be done by others. In the event the Drawings or the Specifications disagree in themselves or with each other, the Construction Manager shall provide the better quality or better quantity of Work unless otherwise directed by a written addendum to the Agreement. In the event of discrepancies among the Contract Documents, the documents shall be construed according to the following priorities:

- Highest Priority- GMP Amendment
- Second Priority- Amendments to drawings and specifications – later date to take precedence
- Third Priority- Construction Management Agreement
- Fourth Priority- Specifications
- Fifth Priority- Drawings
- Sixth Priority- Request for Qualifications Solicitation Document and all addenda, and all written proposals and responses from Construction Manager.

This Agreement shall not be superseded by any provisions of the Construction Documents and may be amended only by written instrument signed by both Owner and Construction Manager.

1.3 **Definitions:**

Project The Project is the total work to be performed under this Agreement. The Project consists of planning, design, permitting and construction for “**SDIRC 01-0-2018JC TECHNICAL EDUCATION CENTER**” necessary to build the component parts identified in **Exhibit B**.

Owner The School Board of Indian River County. The entity that will occupy, use and own the Project upon substantial completion is the School Board of Indian River County. The funds with which the compensation of the architects, engineers, Construction Managers, etc. will be paid are under the control of the School Board of Indian River County, based on approval of each payment by the School Board of Indian River County.

Permitting Authority **The School Board of Indian River County, Vero Beach, Florida**

Construction Manager **Summit Construction of Vero Beach, LLC, Vero Beach, Florida**

Architect/Engineer **Donadio & Associates, Architects, P.A., Vero Beach, Florida**

Project Manager The person designated by the Owner to provide direct interface with the Construction Manager with respect to the Owner’s responsibilities. **See Exhibit A**

Owner’s Representatives The Project Manager and his superiors or designee(s).

Estimate The Construction Manager's latest estimate of probable Project Construction Cost.

- 1.4 Owner's Construction Budget Owner's funds budgeted and requested for construction of the Project. The Owner's Construction Budget is \$ 1,560,000.00 identified in Exhibit B. This acknowledgement of the Owner's budgeted funds is not to be construed as the Construction Manager's Guaranteed Maximum Price. A Guaranteed Maximum Price will be offered by separate documentation as outlined in Article 7, subsequent to the approval of this Agreement by the School Board.

ARTICLE 2 CONSTRUCTION MANAGER'S SERVICES

The services which the Construction Manager shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

2.1 Project Management Information System (PMIS)

2.1.1 General:

Narrative Reporting System

- (1) The Construction Manager, in collaboration with Architect-Engineer, shall prepare written reports as described hereunder. All reports shall be in 8.5" X 11" format.
- (2) The Narrative Reporting System shall include the following reports:
 - (a) A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by Permitting Authority.
 - (b) A Monthly Cost Narrative describing the current Construction Cost estimate status of the Project.
 - (c) A Monthly Scheduling Narrative summarizing the current status of the overall Project Schedule. This report shall include an analysis of the various Project Schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.
 - (d) A Monthly Accounting Narrative describing the current cost and payment status of the entire Project. This report shall relate current encumbrances and expenditures to the budget allocations.

- (e) A Monthly Construction Progress Report during the Construction Phase summarizing the work of the various sub construction. This report shall include information from the weekly job site meetings, as applicable, such as general conditions, long lead supplies, current deliveries, safety and labor relations programs permits, construction problems and recommendations, and plans for the succeeding month.
 - (f) Construction Manager shall submit, for Owner approval, a direct tax savings purchase plan that, upon acceptance, will be part of the Construction Manager's services.
- (3) The reports outlined in subsection (2) (a) through (e) above shall be bound with applicable computer reports and submitted monthly during Design and Construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer and others designated by the Project Manager with the monthly pay requisition.

Additional copies of the report outlined in subsection (2) (a) shall be bound separately and distributed monthly as directed by the Project Manager.

2.1.2 Schedule Control System

- (1) Master Project Schedule
Upon award of this Contract, the Construction Team shall submit a master Project Schedule covering the planning and design approvals, construction and Owner occupancy of the Project. This Schedule will serve as the framework for the subsequent development of all detailed schedules. The master Project Schedule shall be produced and updated monthly throughout the Project.
- (2) Construction Schedule
At the same time that the Guaranteed Maximum Price (GMP) is submitted to the Owner, the Construction Manager shall prepare and submit to the Architect-Engineer a Construction Schedule graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the Project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity.

Following development and submittal of the Construction Schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original Construction Schedule and all updates and/or revisions thereto as reflected in the updated

and/or revised Construction Schedule last submitted prior to submittal of each such monthly update and revision. Each such update and/or revision to the Construction Schedule shall be submitted to the Architect-Engineer in duplicate. Failure of the Construction Manager to update, revise, and submit the Construction Schedule as aforesaid shall be sufficient grounds for the Architect-Engineer to find the Construction Manager in substantial default and certify to the Owner that sufficient cause exists to terminate the Contract or to withhold payment to the Construction Manager until a schedule update acceptable to the Architect-Engineer is submitted.

- (3) The Construction Manager shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:
 - (a) Pre-Bid Schedules (Sub Networks) the Construction Manager shall prepare a Construction Schedule for work encompassed in each bid package. The Schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show the interrelationship between the work of the successful bidder and that of other Subcontractors, and shall establish milestones keyed to the overall master Schedule.
 - (b) Occupancy Schedule The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turnover procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

2.1.3 Project Accounting The Construction Manager shall in coordination with the Architect-Engineer submit reports as detailed below:

- (1) A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.
- (2) A Detailed Status Report showing the complete activity history of each item in the project accounting structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.

2.2 Design Review and Recommendations- Preconstruction Services

- (1) Review and Recommendations
The Construction Manager shall familiarize himself thoroughly with the evolving architectural, civil, mechanical, plumbing, electrical and structural plans and

specifications and shall follow the development of design from preliminaries through working drawings. He shall make recommendations with respect to the selection of systems and materials, and cost reducing alternatives including assistance to the Architect-Engineer, and Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall speak to the benefits of the speed of erection and early completion of the Project. He shall furnish pertinent information as to the availability of materials and labor that will be required. He shall submit to the Owner, Permitting Authority and Architect-Engineer such comments as may be appropriate concerning construction feasibility and practicality. He shall call to the Project Manager's and the Architect-Engineer's attention any apparent defects in the design, drawings and specifications or other documents. He shall prepare an estimate of the Construction Cost utilizing the unit quantity survey method.

(2) Report Review and Warranty

Within forty (45) days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in paragraph (1) above and on factors set out in paragraph (5). Promptly after completion of the review, he shall submit to the Project Manager and Permitting Authority, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as he may deem appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments he may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.2.

AT COMPLETION OF THE CONSTRUCTION MANAGER'S REVIEW OF THE PLANS AND SPECIFICATIONS, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED BY APPROPRIATE COMMENTS PURSUANT TO THIS SECTION, THE CONSTRUCTION MANAGER SHALL WARRANT, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED TIME.

DISCLAIMER OF WARRANTY – THE OWNER DISCLAIMS ANY WARRANTY THAT THE PLANS AND SPECIFICATIONS FOR THE PROJECT ARE ACCURATE, PRACTICAL, CONSISTENT OR CONSTRUCTIBLE.

(3) Long Lead Procurements

The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the Subcontractors, the Project Manager and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. As soon as the Architect-Engineer has completed drawings and technical specifications and the Construction Manager has obtained permitting approval, the Construction

Manager shall prepare invitations for bids. The Construction Manager shall keep himself informed of the progress of the respective Subcontractors or suppliers, manufacturing or fabricating such items and advise Project Manager, Owner and Architect-Engineer of any problems or prospective delay in delivery.

(4) Job-Site Facilities

The Construction Manager shall arrange for all Job-Site facilities necessary to enable the Construction Manager and the Owner's representatives and the Architect-Engineer to perform their respective duties in the management, inspection and supervision of construction. The Construction Manager is responsible for proper care and maintenance of all equipment while in his control.

(5) Weather Protection

The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. He shall submit to the Construction Team his recommendations as to needed requirements of this nature and as to the Contract or contracts in which they should be included.

(6) Labor and Material Recommendations

- (a) The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; he shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material, and (2) in light of such determinations, make recommendations as may be appropriate with respect to long lead procurements, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.
- (b) Within thirty (30) days after receiving Notice to Proceed, the Construction Manager shall submit a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the Project Manager and the Architect-Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.
- (c) The Construction Manager shall carry out an active program of stimulating interest of qualified Construction Managers in bidding on the work and of familiarizing those bidders with the requirements of this Project.

2.3 Construction Phase

(1) Construction Manager's Staff

The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the Subcontractor and shall provide no less than those personnel during respective phases of construction that are set forth in Exhibit C to this Agreement. He shall not change any of those persons named in Exhibit C unless mutually agreed by the Owner and Construction Manager. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.

(2) Lines of Authority

The Construction Manager shall establish and maintain lines of authority for these personnel, and shall provide this definition to the Owner and all other affected parties such as the code inspectors of the Permitting Authority, the Subcontractor, the Architect-Engineer and the Owner's representatives, to provide general direction of the work and progress of the various phases and Subcontractor. The Owner and Architect-Engineer may attend meetings between the Construction Manager and his Subcontractor; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the Subcontractor.

(3) Schedule

Construction Manager shall provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Construction Manager's work to the work of his Subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Project Schedule. The Schedule shall include all phases of the construction work, material supplies, long lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. He shall advise the Owner, its representatives and the Architect-Engineer of their required participation in any meeting or inspection giving each at least one week notice unless such notice is made impossible by conditions beyond his control.

(4) Solicitation of Bids

(a) Without assuming responsibilities of the Architect-Engineer, the Construction Manager shall requests for bids and proposals when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such requests for bids and proposals shall be prepared in accordance with the following guidelines:

1. Contracts not exceeding \$10,000 may be entered into by the Construction Manager with the firm who submits the lowest verbal quotation. The Construction Manager shall obtain a minimum of two (2) verbal quotations. These quotations shall be entered on a bid tabulation sheet and a copy of such tabulation sent to the Owner, Architect-Engineer and to each firm. The successful quotation shall be confirmed by written contract or purchase order to the low bid firm defining the scope and quality of work to be provided.
 2. Contracts exceeding \$10,000 but not exceeding \$200,000 may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal. The Construction Manager shall request firms to submit sealed written proposals based on a written drawing and/or specification. A tabulation of the results shall be furnished to the Owner, Architect-Engineer and to each firm.
 3. Contracts exceeding \$200,000 but not exceeding \$500,000 may be entered into by the Construction Manager with the firm who is qualified and submits the lowest responsive proposal. The Construction Manager shall advertise these projects at least once with the last advertisement appearing at least twenty-one (21) calendar days prior to the established bid opening date. These proposals shall be based on approved plans and specifications.
 4. Contracts exceeding \$500,000 shall be treated the same as described under #3 above except that the advertisement shall be run for at least thirty (30) days prior to the established bid opening and at least five (5) days prior to any scheduled pre-bid conference.
- (b) For each separate construction contract exceeding \$25,000, the Construction Manager shall unless waived by the Owner, conduct a pre-bid conference with prospective bidders, the Architect-Engineer and Project Manager. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.
- (5) Bonds
In accordance with the provisions of Section 255.05, Florida Statutes, the Construction Manager shall provide to the Owner, on forms furnished by the Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond each in an amount not less than the total Cost of the Project as defined in Article 9 plus the Construction Manager's fees defined in Article 8.

To be acceptable to the School Board of Indian River County as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

- (a) The Surety Company shall have a currently valid Certificate of Authority, issued by the state of Florida, Department of Insurance, authorizing it to write surety bonds in the state of Florida.
- (b) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
- (e) If the Contract Award Amount exceeds \$500,000, the Surety Company shall also comply with the following provisions:
 - 1. The Surety Company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide.

| <u>CONTRACT AMOUNT</u> | <u>POLICY HOLDER'S RATING</u> | <u>REQUIRED FINANCIAL RATING</u> |
|-------------------------|-------------------------------|----------------------------------|
| \$ 500,000- 1,000,000 | A- | Class I |
| 1,000,000- 2,000,000 | A- | Class II |
| 2,000,000- 5,000,000 | A- | Class III |
| 5,000,000- 10,000,000 | A- | Class IV |
| 10,000,000- 25,000,000 | A- | Class V |
| 25,000,000- 50,000,000 | A- | Class VI |
| 50,000,000- 100,000,000 | A- | Class VII |

- 2. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policyholders, provided:
 - (i) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the state of Florida, Department of

Insurance to do business in this state have been met.

- (ii) In the case of the Surety Insurance Company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

(6) Quality Control

The Construction Manager shall develop and maintain a program, acceptable to the Owner and Architect-Engineer, to assure quality control of the Construction. He shall supervise the work of all Subcontractors providing instructions to each when their work does not conform to the requirements of the plans and Specifications and he shall continue to exert his influence and control over each Subcontractors to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should disagreement occur between the Construction Manager and Architect-Engineer over acceptability of work and conformance with the requirements of the Specifications and plans, the Owner shall be the final judge of performance and acceptability.

(7) Subcontractor Interfacing

The Construction Manager shall be the single point of interface with all Subcontractors for the Owner and all of its agents and representatives including the Architect-Engineer. He shall negotiate all change orders, field orders and request for proposals, with all affected Subcontractor and shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work is begun on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. He shall also carefully review all shop drawings and then forward the same to the Architect-Engineer for review and actions. The Architect-Engineer will transmit them back to the Construction Manager who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. He shall request the Architect-Engineer to make interpretations of the Drawings or Specifications requested of him by the Subcontractor and shall maintain a suspense control system to promote timely response. He shall advise the Project Manager and Architect-Engineer when timely response is not occurring on any of the above.

(8) Permits

The Owner shall secure all necessary building permits from the permitting authority and all necessary utility connection permits, the cost of which will be considered a direct cost item.

(9) Job Site Requirements

- (a) The Construction Manager shall provide for each of the following activities as a part of his Construction Phase Fee:
1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.
 2. Maintain a roster of companies on the Project with names and telephone numbers of key personnel.
 3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
 4. Provide labor relations management for a harmonious, productive project.
 5. Provide a safety program for the Project to meet OSHA requirements. Monitor for Subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
 6. Provide a quality control program as developed under Article 2.4(6) hereinabove.
 7. Miscellaneous office supplies that support the construction efforts which are consumed by his own forces.
 8. Travel to and from his home office to the Project site as the Project requires.
- (b) The Construction Manager shall provide personnel and equipment or shall arrange for separate subcontracts to provide the printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors as a direct cost item.

(10) Job Site Administration

As part of the General Conditions as defined in 8.1.3, the Construction Manager shall provide job site administrative functions during construction. Job site administration includes holding, in conjunction with the Architect-Engineer, job meetings with the frequency of meetings to be determined by the Owner, but in no case less than on a monthly basis. Administration also includes plan review & approval, construction material management, reporting functions and payment & accounting activities.

(a) Job Meetings

The intent of the job site meeting is to preplan work and reinforce schedules and for establishing procedures, responsibilities, and identification of authority. The intent is also to assure proper documentation, including but not limited to such things as the following:

Topics of discussion shall include, but not be limited to the following:

- (1) Review and coordination of each Subcontractor's work.
 - (2) Review and implementation of revisions to the Schedule.
 - (3) Discussion and resolution of issues and barriers to completing the job.
 - (4) Identify party or parties responsible for follow up on any problems, delay items or questions and record course for solution.
 - (5) Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.
- (b) Shop Drawing Submittals/Approvals
Provide staff to check shop drawings and to implement procedures for submittal and transmittal to the Architect-Engineer of such drawings for action, and closely monitor their submittal and approval process. Maintain a submittal log with the status of all due submittals including their projected submittal date, projected approval date, actual submittal date, review status, actual approval date, and any other information pertinent to plan the project.
- (c) Material and Equipment Expediting
Provide staff to closely monitor material and equipment deliveries, critically important checking and follow up procedures on supplier commitments of all Subcontractors.
- (d) Payments to Subcontractors
Develop and implement a procedure for review, processing and payment of applications by Subcontractors for progress and final payments.
- (e) Document Interpretation
Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect-Engineer.
- (f) Reports and Project Site Documents
Record the progress of the Project. Submit written progress reports to the Owner and the Architect-Engineer, including information on the Subcontractor's work, and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer and the Permitting Authority inspectors.
- (g) Subcontractor's Progress
Prepare periodic punch lists for Subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

- (h) Substantial Completion
Ascertain when the work or designated portions thereof are ready for the Architect-Engineer's substantial completion inspection. The Architect-Engineer will prepare a list of unsatisfactory items during the completion inspection that will be known as the punchlist. Upon receipt of the Architect-Engineer's punchlist, the Construction Manager shall have 30 days to remedy all items, at which time Final Completion will be issued. See the Section 18.9 for Liquidated Damages concerning the failure to attain Substantial Completion or Final Completion by the prescribed date. If the Construction Manager wishes the Architect-Engineer to conduct a pre-substantial completion inspection in conjunction with his own forces, the Architect-Engineer will prepare the pre-substantial punch list from which the Construction Manager will develop a completion schedule that must be reviewed and approved by the Owner. The Architect-Engineer will issue a Certificate of Substantial Completion when the work on his pre-substantial punch list has been accomplished. See Exhibit D
- (i) Final Completion Monitor the Subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books including the Final Completion Form shown in See Exhibit E
- (j) Start Up With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start up and testing by the trade Construction Managers.
- (k) Record Drawings
During the progress of the work, the Construction Manager shall require the plumbing, air conditioning, heating, ventilating, elevator and electric Subcontractors to record on their field sets of drawings the exact locations, as installed, of all conduit, pipe and duct lines whether concealed or exposed which were not installed exactly as shown on the contract drawings. The Construction Manager shall also record all drawing revisions that have been authorized by Change Order that effect wall or partition locations, door and window locations and other template changes. The exact routing of conduit runs shall be shown on these drawings.

Upon completion of the work, this data shall be recorded to scale utilizing a computer aided design and drafting application (CADD). Two (2) sets of disk files will be furnished to the Construction Manager by the Architect-Engineer, but cost shall be borne by the Construction Manager. Each drawing shall be noted "As Built" and shall bear the date and name of the Subcontractors that performed the work. Where the work was installed exactly as shown on the contract drawings, the sheets shall not be disturbed except as noted above.

The Construction Manager shall review the completed "As Built" drawings and ascertain that all data furnished on the drawings is accurate and truly represents the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work, the Construction Manager shall furnish true elevations and locations, all properly referenced by using the original bench mark used for the institution or for this Project. The disks shall be submitted to the Architect-Engineer when completed, together with two (2) sets of blue-line or black-line prints for certification and forwarding to the Using Agency, at the time of final completion.

(11) Project Records

The Construction Manager will maintain at the job site, unless agreed to otherwise by the Project Manager, on a current basis, files and records such as, but not limited to the following:

- Contracts or Purchase Orders
- Shop Drawing Submittal/Approval Logs
- Equipment Purchase/Deliver Logs
- Contract Drawings and Specifications with Addenda
- Warranties and Guarantees
- Cost Accounting Records: Sales Tax Recovery Status Report; Labor Costs;
- Material Costs
- Equipment Costs
- Cost Proposal Requests
- Payment Request Records
- Meeting Minutes
- Cost Estimates
- Bulletin Quotations
- Lab Test Reports
- Insurance Certificates and Bonds
- Contract Changes
- Purchase Orders
- Material Purchase Delivery Logs
- Technical Standards
- Design Handbooks
- "As Built" Marked Prints
- Operating & Maintenance Instructions
- Daily Progress Reports
- Monthly Progress Reports
- Correspondence Files
- Transmittal Records
- Inspection Reports
- Bid/Award Information
- Bid Analysis and Negotiations
- Punch Lists
- Suspense (Tickler) Files of Outstanding Requirements

The Project Records shall be available at all times to the Owner and Architect-Engineer for reference or review.

(12) Owner Occupancy

The Construction Manager shall provide services during the Design and Construction Phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the Construction Manager "on line" in such conditions as will satisfy Owner operational requirements.

The Construction Manager shall oversee the preliminary punch list inspection and coordinate the completion of all punch list work to be done with Owner occupancy requirements in mind.

The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. He shall provide operational training in equipment use, for building operators.

The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.

The Owner will not occupy or take control of the Project until the above items discussed in this paragraph have been completed and the Substantial Completion, Start Up, Record Drawing and Warranty requirements specified in paragraphs 2.3(10)(h thru j) and 2.3(13) have been completed to the Owner's satisfaction excluding the requirements for a warranty inspection nine (9) months after Owner Occupancy.

(13) Warranty

Where any work is performed by the Construction Manager's own forces or by Subcontractors under contract with the Construction Manager, the Construction Manager shall warrant that all materials and equipment included in such Work will be new except where indicated otherwise in Contract documents, and that such Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. With respect to the same Work, the Construction Manager further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one (1) year from the date of Owner Occupancy per 6.2 or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Construction Manager shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract documents. Also, the Construction Manager shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection nine (9) months after the date of Owner Occupancy.

- (14) No city or county permits or inspection fees are required on school property. The Owner will pay costs of any impact, pollution control, any and all state and federal environmental permits including but not limited to clean water act permits, or connection fee charged to cover costs of central plants and main trunk line. When the Contract Documents require connection from the Work into

utility lines or streets, the Construction Manager shall pay all costs of such connections, regardless of whether Work is done by the Construction Manager or by the utility supplier. Permits for such Work may need to be coordinated by the Designer for permit application.

- (15) In-progress inspections by city or county officials or their inspectors are not required on school property. State certified inspectors or representatives employed by the Owner will check for compliance with applicable codes and monitor the course of construction on the Owner's behalf. This inspector may call to the Construction Manager's attention, Work which is considered to be not in accordance with the Drawings and Specifications, and therefore unacceptable. The Construction Manager will either repair or replace such construction, or appeal to the Designer for a ruling. The Designer will be the final authority as to acceptability of Work, and the inspector will not by inference, be accepting Work on the Designer's behalf. The inspector may from time to time request changes in the Work which will enhance the job or remove an undesirable condition. In such instances, the Owner's request will be in writing to the Construction Manager through the Designer.
- (16) Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner. Trade discounts, rebated, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner and the Construction Manager shall make provisions so they can be secured.
- (17) The Construction Manager shall obtain and deliver promptly to the Designer any occupancy permit and any certificates of final inspection of any part of the Construction Manager's Work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, and air compressors, which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Designer shall be a condition precedent to substantial completion of the Work unless the certificates stated herein are withheld for reasons that are neither the fault nor the negligence of the Construction Manager.
- (18) Accounting Records and Audit
 - (a) The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants or other duly authorized representatives or agents shall be afforded access to the Construction Manager's records, books, correspondence, instructions, Drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Project for audit purposes, and the Construction Manager shall preserve these records, documents and data for a period of four years after final payment, or for such longer period as may be required by law. The Construction Manager shall require all of its Subcontractors likewise to retain such records, documents and data. If the Construction Manager receives notification of a dispute or the commencement of litigation regarding the Project within this four-year period, the Construction

Manager shall continue to maintain all Project records until final resolution of the dispute or litigation.

- (b) Upon seven calendar days' written notice, from the date of this Agreement to the last date described in Article 2.3(18)(a), the Construction Manager shall make its records available during normal business hours to the Owner or its authorized representative(s). Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Construction Manager's records at the Owner's reasonable expense, within adequate work space at the Construction Manager's facilities. Such rights to inspect, examine, review and copy shall extend to the records and documentation of Subcontractors. Failure by the Construction Manager to supply substantiating records shall be reason to exclude the related costs from amounts which might otherwise be payable by the Owner to the Construction Manager pursuant to this Agreement.
 - (c) If at any time, Owner conducts an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged Owner, Construction Manager shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater than \$10,000.00, Construction Manager shall pay to the Owner the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of Construction Manager. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and Owner. If such amounts owed Construction Manager are insufficient to cover the Overcharged Amount and the Audit Amount, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount and the Audit Amount be deemed a reimbursable Cost of the Work.
 - (d) This Article 2.3.18, "Accounting Records and Audit," including all access, inspection, and copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.
- (19) The Construction Manager is solely responsible for reviewing and comparing the Contract Documents with each other and shall immediately report to the Designer any and all errors, inconsistencies or omissions. In the event the Construction Manager performs any Work with the knowledge that it involves an error, inconsistency or omission in the Contract Documents, the Construction Manager shall be responsible for such erroneous, inconsistent, or omitted Work. The Construction Manager is also responsible for taking such field measurements as are necessary in order to verify field conditions and to compare such field

measurements and conditions with the Contract Documents. Any and all errors, inconsistencies or omissions shall be immediately reported to the Designer.

- (20) The Construction Manager shall be solely responsible for supervising and directing the Work, and shall have sole responsibility for determining appropriate construction means, methods, techniques, sequences and procedures, and for coordinating the Work under the Contract Documents. The Construction Manager shall be solely responsible to the Owner for the acts and omissions of all entities or persons performing or supplying any portion of the Work for which the Construction Manager has contracted.
- (21) The Construction Manager is not relieved of its obligations to perform the Work in accordance with the Contract Documents by any activity of the Designer, unless such change to the Work has been reduced to writing and executed by the Owner.
- (22) The Construction Manager hereby warrants to the Owner that all materials and equipment furnished under the Agreement will be of good quality and new, and that the Work performed will be free from any and all defects and will be in conformity with the requirements of the Contract Documents. All Work not conforming to these requirements may be declared defective by the Owner. If requested, the Construction Manager shall furnish evidence to the satisfaction of the Owner of the quality of the materials and equipment supplied. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law. Prior to Final Payment the Construction Manager shall procure and deliver to the Designer and Owner all special warranties required by the Contract Documents. Construction Manager will provide a warranty for all work and materials for 1 year from Final Completion.
- (23) In requesting approval of deviations or substitutions, the Construction Manager shall provide evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Designer or Owner, the evidence presented by the Construction Manager does not provide a sufficient basis for such reasonable certainty, the Designer may reject such substitution or deviation without further investigation. The Designer shall not unreasonably reject the request of the Construction Manager.
- (24) The contract documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. The Designer shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the project, as well as for their intrinsic merits. The Designer will not approve as equal to materials specified proposed substitutes which, in the Designer's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the Construction Manager shall, if required by the Designer, furnish the substituted material in any color, finish, texture, or pattern which would have

been available from the manufacturer originally specified, at no additional cost to the Owner.

- (25) The Construction Manager shall pay all applicable sales, consumer, use and similar taxes for the Work which are legally required.
- (26) The Construction Manager shall employ a competent superintendent who shall be the Construction Manager's representative, reasonably acceptable to the Owner, and necessary assistants who shall be in attendance at the Project Site full time during the progress of the Work until the date of substantial completion, and for such additional time thereafter as the Owner and Construction Manager both agree to be necessary for the expeditious completion of the Work. The Construction Manager shall remove the superintendent if requested to do so in writing by the Owner, and shall promptly replace her/him with a competent person reasonably acceptable to the Owner.
- (27) The Construction Manager shall establish the building grades, lines, levels, column, wall and partition lines required by the various Subcontractors in laying out their Work.
- (28) The Construction Manager shall arrange for and attend job meetings with the Designer, Owner and such other persons as the Designer and Owner may from time to time wish to have present. The Construction Manager shall be responsible for recording and distributing meeting minutes. The Construction Manager shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Construction Manager's own superintendent. An authorized representative of any Subcontractors or sub-Subcontractors shall attend such meetings if the representative's presence is required by the Designer or Owner. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change order, time schedules, manpower and construction change directive, unless the above listed items require approval by the Owner. Any notices required under the Agreement may be served on such representatives.
- (29) The superintendent as designated by the Construction Manager and accepted by the Owner and Designer shall not be reassigned from the job prior to final completion, except with the approval of the Owner.
- (30) The Construction Manager shall be required to prepare a schedule of submittals for the Designer's approval which is coordinated with the construction schedule, allowing sufficient time for Designer review. The submittals shall reference progress schedule dates for installation and Specification section. The Owner shall be provided with one copy of the accepted schedule of submittals for the Owner's records.
- (31) The Construction Manager shall review, approve and submit to the Designer any and all shop drawings, product data, samples and any other similar submittals which are required by the Contract Documents, and allow a reasonable amount of time for review by the Designer, without impacting the Work schedule. The Construction Manager shall not perform any part of the Work relating to the shop

drawings, product data, samples or any other similar submittals, until such items have been approved by the Designer.

- (32) The Designer's approval of any shop drawing, product data, sample or other similar submittal does not in any way relieve the Construction Manager of responsibility for deviations from the requirements of the Contract Documents. Further, the Construction Manager shall not be relieved of responsibility for any errors or omissions in the shop drawings, product data, samples or any other similar submittals simply by the Designer's approval. In the event a deviation is requested, the Construction Manager shall specifically identify the deviation in writing to the Designer at the time of the submittal and the Designer is required to respond in writing to approve the specified deviation.
- (33) By approving and submitting shop drawings, product data, samples, and similar submittals, the Construction Manager represents that the Construction Manager has determined and verified all dimensions, quantities, field dimensions, relations to existing Work, coordination with Work to be installed later, coordination with information on previously accepted shop drawings, product data, samples, or similar submittals and verification of compliance with all the requirements of the contract documents. The accuracy of all such information is the responsibility of the Construction Manager.
- (34) When professional certification of performance criteria of materials, systems or equipment is required by the contract documents, the Owner shall be entitled to rely upon such certifications, and neither the Owner nor the Designer shall be expected to make any independent examination with respect thereto.
- (35) The right of possession of the premises and the improvements made thereon by the Construction Manager shall be retained at all times by the Owner. The Construction Manager's right to enter arises solely from the permission granted by the Owner under the Contract Documents. The Construction Manager shall confine the Construction Manager's equipment, the storage of materials and the operations of the Construction Manager's workmen to the Project site and according to the directions of the Designer, and shall not unreasonably encumber the premises with the Construction Manager's materials.
- (36) The Construction Manager shall keep the premises, the surrounding area and property free from all waste, construction debris, or trash. At the completion of the Work, the Construction Manager shall remove all tools, construction equipment, machinery and surplus materials. In the event the Construction Manager fails to keep the premises, surrounding area and property in a clean condition, the Owner may do so and charge the cost back to the Construction Manager.
- (37) Immediately prior to the Designer's inspection for substantial completion, the Construction Manager shall completely clean the premises utilizing a licensed cleaning service. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed and buffed. Woodwork shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic

surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the Construction Manager at the Construction Manager's expense.

ARTICLE 3 OWNER'S RESPONSIBILITIES

- 3.1 Owner's Information The Owner shall provide full information regarding his requirements for the Project.
- 3.2 Owner's Representative The Owner shall designate a representative who shall be fully acquainted with the Project and shall define the lines of Owner authority to approve Project Construction Budgets and changes in Project. He shall render decisions promptly and furnish information expeditiously. The Owner's Project Representative who shall act as OWNER'S PROJECT MANAGER is RICHARD HUFF/PLANNING & CONSTRUCTION COORDINATOR who is a School District employee. The Owner's Project Manager has the authority to approve matters contemplated in this Agreement where the monetary impact is within the Owner approved Contingency.
- 3.3 Architect and Engineer's Agreement The Owner shall retain an Architect-Engineer for design and to prepare Construction documents for the Project. The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Construction Manager. The Agreement between the Owner and the Architect-Engineer shall not be modified without written notification to the Construction Manager.
- 3.4 Site Survey and Reports The Owner shall provide to the Construction Manager any and all existing surveys describing physical characteristics, legal limitations and utility locations for the Project, and a written legal description of the Site. The surveys and legal descriptions may include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.
- 3.5 Approvals and Easements The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.6 Legal Services The Owner shall furnish such legal services as may be necessary for providing the items set forth in Article 3.5 and such auditing services as he may require.
- 3.7 Drawings and Specifications The Construction Manager will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.

- 3.8 Cost of Surveys and Reports The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.
- 3.9 Project Fault Defects If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings and Specifications, he shall give prompt written notice thereof to the Construction Manager and Architect-Engineer.
- 3.10 Funding The Owner shall furnish in accordance with the established Schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any work, unless authorized in writing by the Owner.
- 3.11 Lines of Communication The Owner and Architect-Engineer shall communicate with the Subcontractors or suppliers only through the Construction Manager while such method of communication is effective in maintaining project schedules and quality.
- 3.12 Lines of Authority The Owner shall establish and maintain lines of authority for his personnel and shall provide this definition to the Construction Manager and all other affected parties.
- 3.13 Permitting and Code Inspections Owner recognizes and coordinates with the Permitting Authority and expects the Construction Manager to do the same.
- 3.14 Testing Owner shall provide independent testing laboratories and provide the necessary testing of materials to ensure conformance to contract requirements.
- 3.15 The Owner shall retain a competent registered professional engineer or registered land surveyor who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated Work such as, but not limited to, roads, utilities and site grading. The engineer or land surveyor shall certify the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries. The engineer or land surveyor shall provide to the Owner certified as-builts at the completion of the project.
- 3.16 The Owner has the right to perform construction work related to the Project with the Owner's own employees, or by contracting with other individuals or entities. The Owner shall be responsible for coordination of activities of Owner's own employees or of any separate Construction Managers, with the Work performed by the Construction Manager. The Construction Manager shall cooperate or participate with any separate Construction Manager and the Owner in reviewing and coordinating construction schedules.
- 3.17 The Construction Manager shall not interfere with either the Owner or any separate Construction Manager's ability to store materials and equipment, or perform construction work. In the event the Construction Manager's Work depends upon, or connects to, the construction by the Owner or any separate Construction Manager, the Construction Manager is required, prior to proceeding with that portion of the Work, to immediately report to the Designer any and all discrepancies or defects which would render it unsuitable for continuation of the Work. In the event the Construction Manager fails to

report, such failure shall be deemed an acceptance of the Work performed by the Owner or separate Construction Manager by the Construction Manager and that the Work is fit and proper.

ARTICLE 4 PERMITTING AND INSPECTION

Construction will be inspected for code compliance, compliance with Drawings and Specifications, and quality by inspectors working for the Permitting Authority. The building permitting and code inspection requirements shall be as described in Articles 4.1 through 4.2 hereinafter.

4.1 Building Permits

The Construction Manager shall ensure that the following information has been provided to the Permitting Authority and obtain approval from the Permitting Authority prior to beginning construction:

- (1) Three (3) sets of documents, signed, sealed and dated by the Architect-Engineer, with all addenda enclosed with each set. These documents may be sent to the Permitting Authority prior to sending the building permit application.

4.2 Code Inspections

All projects require detailed code compliance inspections during construction in disciplines determined by the Permitting and general building.

Inspection personnel will be provided by the Permitting Authority. Names, addresses, and phone numbers of the inspectors will be provided to the Construction Manager by the Permitting Authority.

The Construction Manager shall notify the appropriate inspector(s), no less than twenty-four (24) hours in advance that the work is ready for inspection and before the work is covered up. Work not inspected and approved prior to cover-up shall be uncovered for inspection when directed by the Permitting Authority. All costs for uncovering and reconstruction shall be borne by the Construction Manager.

All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specifications and quality.

Costs for all re-inspections of work found defective and subsequently repaired shall be borne by the Construction Manager.

ARTICLE 5 SUBCONTRACTS

- 5.1 Definition A Subcontractor is a person or organization who has a direct contract with the Construction Manager to perform any of the work at the site. Nothing contained in the Contract Document shall create any contractual relation between the Owner or Architect-Engineer and any Subcontractor.
- 5.2 Proposals Subject to Article 9 and, in accordance with Article 2.3(4), the Construction Manager shall request and receive proposals from Subcontractors and suppliers and will award those contracts to the most qualified respondent, after review of each proposal and satisfaction that the Subcontractor is qualified to perform the work.
- 5.3 Required Subcontractor's Qualifications and Subcontract Conditions
- 5.3.1 Sub contractual Relations Subcontractor to the Construction Manager shall be held to the same terms and conditions as described herein.
- 5.3.2 Subcontract Requirements
- (1) The Construction Manager may opt to require performance or payment bonds from any Subcontractor. The cost of such bonds shall only be included in the Cost of the Work on those Subcontractors whose value is in excess of \$100,000. Any other Subcontractor bond costs shall not be considered a Cost of the Work, and therefore shall not be reimbursable by the Owner to the Construction Manager. If the Construction Manager wishes to award subcontracts to Subcontractors unable to supply this bonding, it may request special authorization to do so. Upon providing justifiable background information, such authorization shall not be withheld unreasonably.
 - (2) The Subcontractor financial condition must demonstrate that adequate fixed and liquid assets and equipment are available to properly perform the subcontract.
 - (3) Work force The Subcontractor must agree to perform no less than 15% of the Project Construction Work utilizing its own employees.
 - (4) Subcontractor Experience The Subcontractor must have successfully completed no less than two (2) projects of similar size and complexity within the last five (5) years.
 - (5) Supervision The Subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the Subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the Subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent position.

(6) All subcontracts shall provide:

(a) **LIMITATION OF REMEDY – NO DAMAGES FOR DELAY**

That the Subcontractor's exclusive remedy for delays in the performance of the Contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in the work, the Subcontractor's claim for adjustments in the Contract Sum are limited exclusively to its actual costs for such changes plus no more than 15% for Overhead and Profit and bond costs.

Each subcontract shall require the Subcontractor to expressly agree that the foregoing constitute the sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies for claim for increase in the Contract Price, damages, losses or additional compensation.

(b) Each subcontract shall require that any claims by Subcontractor for delay or additional cost must be submitted to Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

5.4 Responsibilities for Acts and Omissions The Construction Manager shall be responsible to the Owner for the acts and omissions of his employees and agents and his Subcontractor, their agents and employees, and all other persons performing any of the work or supplying materials under a Contract to the Construction Manager.

5.5 Subcontracts to be provided the Construction Manager shall include a copy of each subcontract including the general supplementary conditions, in the Project Manual

**ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT
AND SUBSTANTIAL COMPLETION**

6.1 At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 7, a Project Substantial Completion Date, a Project Final Completion Date and an Owner Occupancy Date for completion of the Project in accordance with the master Project Schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the Construction in accordance with the agreed upon Substantial Completion Date, Final Completion Date and Owner Occupancy Date. Any request for extensions of the Final Completion Date must be approved by the School Board of Indian River County. Determination of final completion and acceptance shall be approved by the School Board of Indian River County. The Construction Manager

acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner

- 6.2 The date of Owner Occupancy shall occur as described in Article 2.3(12) hereinabove. Warranty called for by this Agreement or by the Drawings and Specifications shall commence on the date of Owner Occupancy of the Project

ARTICLE 7 GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

- 7.1 When the Construction Documents are sufficiently complete to establish the scope of work for the Project or any portion thereof, as generally defined by a design document listing to be provided by the Architect-Engineer and Construction Manager upon execution of this Agreement, which is to be used only as a guide in developing the Specifications and plan data necessary to establish a Guaranteed Maximum Price, or at such time thereafter designated by the Owner, the Construction Manager will establish and submit in writing to the Owner for his approval a Guaranteed Maximum Price, guaranteeing the maximum price to the Owner, for the Construction Cost of the Project or designated part thereof. Such Guaranteed Maximum Price will be subject to modification for changes in the Project as provided in Article 10. However, the actual price paid for the work by the Owner shall be the actual cost of all work subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 9, plus the Construction Manager's fees or the GMP, whichever is less when the work is complete.
- 7.2 The GMP will only include those taxes in the Cost of the Project which are legally enacted at the time the GMP is established.
- 7.3 When the Project is bid and 100% of the Trade Contracts have been executed, the contingency within the GMP may be decreased in proportion to the percent of the work completed at the request of the Owner. In other words, if 10% of the work has been completed and the Owner requests that the contingency within the GMP be adjusted, then 10% of the contingency within the GMP will be removed from the GMP by Change Order.
- 7.4 At the time of submission of a Guaranteed Maximum Price, the Construction Manager will verify the time schedule for activities and work which were adopted by the Construction Team and used to determine the Construction Manager's cost of work. In addition to the cost of work, a GMP will include an agreed upon sum as the Construction Contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the Contingency shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. The Architect-Engineer shall verify the actual costs. If bids are received below the applicable line items in the GMP, the surplus will be added to the contingency.

If bids are received above the applicable line item in the GMP, the deficiency will be taken from the contingency; however, such events shall not be cause to increase the GMP.

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the work or negotiate for its performance for the specified line item lump sum amount or less.

ARTICLE 8 CONSTRUCTION MANAGER'S FEE

- 8.1 In consideration of the performance of the contract, the Owner agrees to pay the Construction Manager as compensation for his services, fees as set forth in Subparagraphs 8.1.1, 8.1.2 and 8.1.3. Contingent upon funds being approved by the Board on a yearly fiscal basis.
- 8.1.1 Design Phase Fee – During the Design Phase, the Construction Manager will perform Preconstruction duties as outlined in 2.2. The Construction Manager's compensation for work or services performed during the Design Phase will be a fee not to exceed **\$60,000.00**. Any portion of the Design Phase Fee that remains unused at the commencement of the Construction Phase will be retained by the Owner.
- 8.1.2 Construction Phase Fee Prior to commencement of the Construction Phase, the Owner will direct the Construction Manager in writing to proceed into the Construction Phase. The Construction Manager shall be compensated the cost of the salaries of all personnel assigned to the project. The Construction Manager shall provide to the Owner for review and approval, a list of all onsite personnel that will be assigned the project and the percentage of their time that will be allocated to the project. The Construction Manager's Phase Fee during the Construction Phase shall be a fee of **\$ TBD w/GMP**. (However, the Owner retains the right to review the need and effectiveness of any employee or employees assigned by the Construction Manager, should the Project Manager question the need for the employee or employees.) The Construction Phase Fee shall be paid in Monthly payments of **\$ TBD w/GMP** each, for **TBD w/GMP Months**. The first monthly payment shall become due thirty (30) days following the issuance of the first Construction Authorization by the Project Manager and the final monthly payment shall be paid only when construction of the Project is finally completed and occupancy of the Project accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner.
- (1) Adjustments in Fee For changes in the Project as provided in Article 10, the Construction Phase Fee shall be adjusted as follows:
- (a) The Construction Manager shall be paid an additional fee subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.

- (b) Should the duration of the construction stipulated herein for Final Completion extend **(TBD w/GMP) Months** after the Notice-To-Proceed, receipt of final drawings and specifications, or receipt of all necessary permits, whichever is later, due to no fault of the Construction Manager, the Construction Manager's Additional Construction Phase Fee will be **\$500.00** per working day, for each day or portion thereof. The Construction Manager's staff during such time extensions will be reduced to that shown in **Exhibit H**.
 - (c) The Construction Manager will not be due any additional Overhead and Profit on increases in the Guaranteed Maximum Price (GMP) that do not exceed **\$100,000**. Should the GMP be increased by more than **\$100,000** under the terms of Article 10 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Overhead and Profit for the Construction Phase will be five percent (5%) of that portion of the accumulative increases in the GMP that exceeds the GMP by more than **\$100,000**.
- (2) **Construction Manager's Exclusive Remedy:** In the event the Construction Substantial or Final Completion Date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or is attributable to the Owner or the Architect-Engineer, the Construction Manager's Sole and Exclusive Remedy is an extension of the Construction Completion Date and payment of additional Construction Phase Fees and Overhead and Profit for Construction Phase as provided above.

8.1.3 **General Conditions** General Conditions shall be included in the Construction Manager's Fee. The Construction Manager shall provide a list of General Conditions to the Owner for approval. Upon approval the following General Conditions will be included in the Construction Manager's fee for services during the Construction Phase:

- (a) General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.
- (b) Those services set forth in Article 2.3(9)(a).
- (c) Job office supplies to include paper, pencils, paper clips, file folders, staples, etc. and janitorial supplies (photo copy or blue print paper not included).
- (d) Cost of utilities such as water, sewer, temporary toilets and holding tanks, telephone, and internet connection.
- (e) Health and safety items such as drinking water, required first aid kits, required fire extinguishers, and pest control.
- (f) Required cleanup during the project and final cleanup at the completion of the project.

8.1.4 Overhead and Profit for Construction Phase Overhead and Profit for any work performed shall be 4.5% of the Direct Cost Items plus General Conditions, as defined in this Agreement, and shall be paid proportionately to the ratio of the cost of the work in place, excluding stored materials and less retainage (see Article 12.1), as it bears on the latest estimate of the Cost of the Project or to the GMP or to the Owner's Construction Budget, whichever is less. The balance of the fee shall be paid when construction of the Project is finally completed and occupancy of the Project accepted by the Owner. The balance of the fee shall be adjusted at the completion of the Project to 4.5 % of the Direct Cost Items plus General Conditions and Owner Direct Purchase items. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Overhead and Profit for Construction Phase Fee is provided in Article 8.1.2(1).

8.1.5 Except as provided elsewhere, compensation shall not be paid to the Construction Manager for:

- (a) Salaries and other compensation of the Construction Manger's personnel stationed at the Construction Manager's principal office or offices other than the site office.
- (b) Expenses of the Construction Manager's principal office and offices other than the site office.
- (c) Off-site overhead and general expenses.
- (d) The Construction Manager's capital expenses, including interest on the Construction Manger's capital employed for the Work,
- (e) Any costs not specifically and expressly described in this Article.

ARTICLE 9 COST OF THE PROJECT

9.1 Definition

The term Cost of the Project shall mean costs necessarily incurred in the Project during the Construction Phase for construction services and paid by the Construction Manager which are not included in the Construction Phase Fee. Such costs shall include the items set forth below in this Article.

The Owner agrees to pay the Construction Manager for the Cost of the Project as defined in Article 9. Such payment shall be in addition to the Construction Manager's fees stipulated in Article 8.

9.2 Direct Cost Items

- (1) Wages paid for labor (as opposed to wages paid to management or supervisory personnel) in the direct employ of the Construction Manager in the performance of his work under Agreement, times a multiplier of 1.40 to cover fringe benefits.

- (2) Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof. Payment for stored materials will be made only at the approval of the Owner.
- (3) Payments due to Subcontractors from the Construction Manager or made by the Construction Manager to Subcontractors for their work performed pursuant to contract under this Agreement.
- (4) Costs including transportation and maintenance of all materials, supplies, equipment, temporary facilities, including office facilities for Construction Manager and Owner's representative and hand tools not owned by the workmen, which are employed or consumed in the performance of the work, cost on such items used but not consumed which may be turned over to the Owner at the end of the Project and cost less salvage value on such items used but not consumed which remain the property of the Construction Manager. For those items to be turned over to the Owner at the end of the Project, Article 2.3(6) shall apply.
- (5) Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a Subcontractors or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.
- (6) Sales, sues, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.
- (7) The cost of corrective work subject, however, to the GMP and except for any corrective work made necessary because of defective workmanship or other causes contributed to by the Construction Manager or his Subcontractors or suppliers.
- (8) No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager.
- (9) Cost incurred due to an emergency affecting the safety of persons and property.
- (10) All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Construction Manager's fees as set forth in Article 8.
- (11) If requested by the Owner, the Construction Manager will perform all or a portion of the General Conditions Work for the cost of the work.
- (12) If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the work for any item listed on the estimate of GMP

breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the work.

- (13) Transportation outside of Indian River County for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner, and may be in accordance with the Construction Manager's standard personnel policy but not exceeding the limits established by Florida Statutes 112.061.
- (17) Costs for efficient logistical control of the site, including horizontal and vertical transportation materials and personnel. Also, costs for adequate storage and parking space.
- (18) Costs for such temporary facilities during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios and computer hardware utilized by personnel assigned to the Project. . Software costs are not to be considered costs of the work, unless the software is specifically required for the Project and approved, in advance, by the Owner. IT support costs are considered to be overhead and not reimbursable as direct costs of the project.
- (19) Costs for any job site items not referenced herein, not normally provided by the Subcontractors, which will be provided by the Construction Manager as required to complete the work.

ARTICLE 10 CHANGE IN THE PROJECT

- 10.1 Change Orders The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, the GMP and the Construction Completion Date, being adjusted accordingly. All changes in the Project not covered by an authorized contingency shall be authorized by Change Order signed by the Owner before the change is implemented.
- 10.1.1 A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, the Construction Manager's fee, or the Construction Completion Date. Each adjustment in the GMP resulting from a Change Order shall clearly separate the amount attributable to the Cost of the Project.
- 10.1.2 The increase or decrease in the Guaranteed Maximum Price (GMP) resulting from a change in the Project shall be determined in one or more of the following ways:
 - (1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner. For the purposes of this subparagraph, proper itemization and support includes complete itemized statements showing quantities and unit prices for material, labor (including all applicable fringe benefits), equipment, markup for overhead and profit, and other items of cost. Costs of labor (including all

applicable fringe benefits) and materials shall be actual costs to the subcontractor;

- (2) by unit prices stated in the Agreement or subsequently agreed upon;
- (3) by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or
- (4) by the method provided in Subparagraph 10.1.3.

10.1.3 If none of the methods set forth in Clause 10.1.2 is agree upon, the Construction Manager, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Architect-Engineer will establish an estimated cost of the work, and the Construction Manager shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 10.1.2 above, the Construction Manager shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Project as outlined in Article 9. The amount of decrease in the GMP to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

10.1.4 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Construction Manager, the applicable unit prices and GMP shall be equitably adjusted.

10.1.5 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications or Owner furnished information, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement, be encountered, the GMP and the Construction Completion Date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

10.2 Claims for Additional Cost or Time All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16.

If the Construction Manager is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect or of any employee of either or by any separate Construction Manager employed by the Owner or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the Completion Date, the Substantial Completion shall be extended by Change Order for such reasonable time as

the Construction Team may determine. Any such claims for additional cost or time must be approved by the School Board of Indian River County.

Only delays which are determined to extend the critical path of the Schedule for constructing the Project will result in a time extension. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

- 10.3 Minor Changes in the Project The Architect-Engineer will have authority to order minor changes in the Project not involving an adjustment in the GMP or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be effected by written order. Documentation of changes shall be determined by the Construction Team, including the Project Manual and displayed monthly in the PMIS. Changes shall be approved by the Project Manager, Architect-Engineer.
- 10.4 Emergency In any emergency affecting the safety of persons or property, the Construction Manager shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the GMP or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in Article 10.

ARTICLE 11 DISCOUNTS AND PENALTIES

- 11.1 All discounts for prompt payment shall accrue to the Owner to the extent the Cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the Cost of the Project is paid with funds to the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project. All penalties incurred due to the fault of the Construction Manager for late payment of Cost of the Project will be paid by the Construction Manager.

ARTICLE 12 PAYMENTS TO THE CONSTRUCTION MANAGER

- 12.1 Monthly Statements The Construction Manager shall submit to the Owner a statement, sworn to if required, along with the cost reports required under Article 2.1.5, showing in detail all monies paid out, cost accumulated or costs incurred on account of the Cost of the Project during the previous period and the amount of the Construction Manager's fees due as provided in Article 8. This data shall be attached to the Partial Pay Request form shown in Exhibit K. Ten percent (10%) retainage shall be held on all payments until the contract is fifty percent (50%) complete. Except when approved by the Owner, certain suppliers and Subcontractor may be paid the entire amount due when such payment is generally the practice of the industry. At 50% completion, the Owner shall approve a reduction of the retainage from 10% to 5% at his discretion. Retainage shall not be withheld on services or fees set forth in Article 8. Payments by the Owner to the Construction Manager shall be made as described in Article 19.6, hereinafter.

12.2 FINAL PAYMENT. Final payment of the GMP will be made after the Architect certifies that the Work is complete, Owner's representatives complete their final acceptance report, the School District's Building Official completes the final inspection and a "certificate of occupancy" is issued. . Final Payment to the Construction Manager requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner's Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Construction Manager to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Construction Manager until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner's property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Construction Manager fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Construction Manager as a condition of final payment and at the Construction Manager's expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. The one year warranty period for the work will begin at Owner Occupancy. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.

12.3 Payments to Subcontractors The Construction Manager shall promptly, within ten (10) days after receipt of payment from the Owner, pay all the amount due Subcontractors less a retainage of ten percent (10%) until the Project is fifty percent (50%) complete, and based on Construction Manager's evaluation of the Subcontractor's acceptable performance, the Owner may approve a reduction in retainage from 10% to 5% thereafter. If there should remain items to be completed, the Construction Manager and Architect-Engineer shall list those items required for completion, and the Construction Manager shall require the retainage of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimate cost of completing any unfinished items likewise listed separately. Thereafter, the Construction Manager shall pay to the Subcontractors, monthly; the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the Subcontractors shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete.

Final Payment may be made to certain select Subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.

**ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION**

- 13.1 The parties agree that 1% of the total compensation paid to the CONSTRUCTION MANAGER for performance of this Agreement shall represent the specific consideration for the CONSTRUCTION MANAGER'S indemnification of the OWNER as is set forth in the General Conditions and Contract Document.
- 13.2 It is the specific intent of the parties hereto that the indemnification below complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 13.3 CONSTRUCTION MANAGER shall indemnify and hold harmless the OWNER, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSTRUCTION MANAGER and persons employed or utilized by the CONSTRUCTION MANAGER in the performance of this construction contract. Regardless of the foregoing the indemnification herein shall be the greater of the CONSTRUCTION MANAGERS insurance coverage for such claim or One million dollars, whichever is greater.
- 13.4 The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Construction Manager shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Construction Manager's rights and obligations under a subcontract.
- 13.5 Construction Manager's Insurance Construction Manager shall include all Subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided by each Subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of Subcontractor's Certificates at any time. If Construction Manager does not verify Subcontractor's insurance as described above, Owner has the right to withhold payments to the Construction Manager until the requirements have been met.
- 13.5.1 The Construction Manager shall deliver the required bonds and proofs of insurance to the Owner prior to the commencement of any Work, and in no event any later than 10 days after the execution of this Agreement.
- 13.5.2 The Construction Manager shall, throughout the performance of its services under this Agreement and throughout the term of this Agreement maintain and provide to the Owner the insurance coverages listed in this Article. The insurance policies shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. The Construction Manager shall provide insurance that may not be reduced, terminated, or cancelled unless 30 days prior written notice thereof is furnished to the Owner. Certificates of insurance and copies of all policies (if required by the Owner) shall be furnished to the Owner within 10 days after the execution of this Agreement. In the event of any cancellation or reduction in insurance coverage, the Construction Manager

shall obtain substitute coverage, without any lapse of coverage whatsoever. The insurance policies shall name the Owner, the Owner's representatives, and the officers, directors, agents, employees and assigns of the Owner as additional insured (except for the professional liability and worker's compensation insurance).

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

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

13.5.5 The Construction Manager shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

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

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

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

1. Workers' Compensation:
 - (a) State: As required by Chapter 440, Florida Statutes
 - (b) Applicable Federal (e.g. Longshoremen's Statutory)
 - (c) Employer's Liability: \$500,000.00
2. Commercial General Liability (including Premises Operations; Independent Construction Manager Hired; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
 - (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
 - (c) Products and Completed Operations to be maintained for one year after final payment
 - (d) Property Damage Liability Insurance shall provide S, C or U Coverage as applicable
3. Contractual Liability:
- (a) Bodily Injury:
aggregate per policy of not less than \$2,000,000.
 - (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
4. Personal Injury, \$1,000,000.00 per claimant; with an annual general aggregate per policy of not less than \$2,000,000
5. Commercial Automobile Liability: The State of Florida has no fault automobile insurance requirements. The Construction Manager shall be certain coverage is provided which conforms to any specific stipulation in the law.
- (a) \$1,000,000.00 per incident or occurrence combined single limit for bodily injury and property damage; with an annual general aggregate per policy of not less than \$2,000,000.
- 13.5.8 The Construction Manager shall procure property insurance for any portion of the Work stored off Site or in transit, and the cost for such shall be borne by the Construction Manager.
- 13.5.9 Boiler and Machinery Insurance. The Construction Manager shall purchase and maintain boiler and machinery insurance if applicable to the Contract Documents. This insurance shall remain in full force and effect until final acceptance of the insured items by the Owner.
- 13.5.10 Performance and Payment Bonds. The Construction Manager shall furnish bonds covering the faithful performance of the Agreement and payment of any and all obligations arising under the Agreement as required by Florida law. Upon request, the Construction Manager shall furnish a copy to any person or entity requesting a copy. Such bonds shall be in conformance and compliance with sec. 255.05, Florida Statutes,

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

- 13.5.11 Insurance as Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Construction Manager, its Subcontractors, sub-Subcontractors, material suppliers, employees, or agents to the Owner or others. Any remedy provided to the Owner, or the Owner's officers, employees, agents or assigns, by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.
- 13.5.12 No Waiver by Approval/Disapproval. Neither approval by the Owner nor failure to disapprove the insurance furnished by the Construction Manager shall relieve the Construction Manager of its full responsibility to provide the insurance as required by this Agreement.

13.6 Waiver of Subrogation

- 13.6.1 The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors and their sub-Subcontractor.
- 13.6.2 The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all Subcontractors and their sub-Subcontractor.
- 13.6.3 The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- 13.6.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

**ARTICLE 14
TERMINATION OF THE AGREEMENT
AND
OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION**

- 14.1 Termination by the Construction Manager
If the Project is stopped for a period of thirty (30) days under an order of any court of other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault

of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the Owner, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit, damages and terminal expenses incurred by the Construction Manager.

14.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause

- (1) If the Construction Manager fails to perform any of his obligations under this Agreement including any obligation he assumes to perform work with his own forces, the Owner may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.
- (2) If the Construction Manager is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement, then Owner may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished, nor shall he be relieved from his obligations assumed under Article 7. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

14.3 Termination by Owner Without Cause

- (1) If the Owner terminates this Agreement other than pursuant to Article 14.2(2) or Article 14.3(2), he shall reimburse the Construction Manager for any unpaid Cost of the Project due him under Article 9, plus that part of the unpaid balance of the Construction Phase Fee in an amount as will increase the payment on account of his fee to a sum which bears the same ratio to the Construction Phase Fee as the

Cost of the Project at the time of termination bears to the GMP, if established, otherwise to the Owner's Construction Budget. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of Agreement the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Construction Manager has previously undertaken or incurred in good faith in connection with said Project. The Construction Manager shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps including the legal assignment of his contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the Construction Manager under such obligations or commitment.

- (2) After the establishment of the GMP or at the completion of the Design Phase, if the final cost estimates or lack of funding make the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the Construction Manager his proportionate fee due in accordance with Article 8.1 plus any costs incurred pursuant to Articles 9 and 10.

ARTICLE 15 ASSIGNMENT AND GOVERNING LAW

- 15.1 Neither the Owner nor the Construction Manager shall assign his interest in this agreement without the written consent of the other, except as to the assignment of proceeds.
- 15.2 This agreement shall be governed by the laws of the State of Florida.

ARTICLE 16 NOTICE OF CLAIM, WAIVER OF REMEDIES, NO DAMAGES FOR DELAY

- 16.1 The Owner's liability to Construction Manager for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:
 - (a) All claims must be submitted as a Request for Change Order in the manner as provided herein;
 - (b) The Construction Manager must submit a Notice of Claim to Owner and to the Architect-Engineer within twenty (20) days of when the Construction Manager was or should have been aware of the occurrence of the event giving rise to the claim; and
 - (c) Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in the above paragraph.

- 16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Construction Manager its written determination of the claim.

The venue for all actions against the Owner shall be made in Indian River County, Florida.

- 16.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with 16.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus five percent (5%) for profit. The Construction Manager expressly agrees that the foregoing constitute its Sole and Exclusive Remedies for delays and changes in such work, and eliminate any other remedies for claim for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 17 SUPPLEMENTARY CONDITIONS

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

The Construction Manager agrees to the Punch List developed herein and process. Regardless of the foregoing, nothing herein shall alter the responsibility of the Construction Manager to complete all Construction services, material and items contracted herein by the Owner. The Owner shall have the right, but not the obligation, to withhold the Owners, Architects and or Engineers estimated cost of completion for such items on the Punch List referenced above. The Construction Manager by execution of the Contract agree to the same. Regardless of any provision to the contrary, the Owner

may withhold from each of the Construction Manager's pay requests an amount not to exceed Ten 10% of the payment as retainage until 50% of completion of the Work/Contract as determined by either the Owner or its Architect, Engineer or other consultant, as the case may be. The Construction Manager by execution of the Agreement hereby agrees to the same. After 50% completion of the Work/Project as determined herein the Owner agrees to reduce the retainage to five (5) % of each draw schedule/pay request progress payment of the Construction Manager. Regardless of the foregoing, nothing herein shall require the Owner to reduce retainage to the Construction Manager if the Owner has determined that the Construction Manager is in default or if the Owner, or any of its consultants reasonably believes that the retainage and or future payments to the Construction Manager will not be enough for the Owner to complete the Project or cover its damages as a result of the Construction Manager's breach or default or for any other reason, or there is a good faith dispute by Owner against the Construction Manager or its bonding company. This provision shall not apply to any funds related to such federal funds.

With regard to uncompleted Punch List item(s), the Owner may withhold 150% of the uncompleted item(s) until satisfactorily completed by the Construction Manager. Regardless of the foregoing, the requirements herein do not apply to contracts less than \$200,000 in value.

ARTICLE 18

TAX EXEMPT OWNER DIRECT MATERIAL/EQUIPMENT PURCHASE PROGRAM

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

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

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

- (c) The Owner takes title and possession of all materials and equipment purchased under the Direct Purchase Program from the vendor or seller before they are incorporated into the Project.
 - (d) The Owner assumes all risk of loss on all material and equipment purchased under the Direct Purchase Program. The Construction Manager cannot be held liable for damage or loss to the material or equipment.
 - (e) The Owner is responsible for and pays the premiums on all insurance and/or bonding on materials or equipment purchased under the Direct Purchase Program. The Construction Manager does not share any economic benefits of proceeds from bond or insurance covering risk of damage or loss of the material or equipment.
 - (f) The Owner makes direct payment to the third party vendor or seller for all purchases from its own funds or accounts for all purchases under the Direct Purchase Program.
- 18.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Construction Manager shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a Subcontractor's scope of Work, any terms and conditions that the Subcontractors deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 18.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Construction Manager and/or the Subcontractor for prices negotiated by the Construction Manager and/or Subcontractor.
- 18.4 The Construction Manager is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Construction Manager and the Owner. The system developed by the Construction Manager shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Construction Manager shall submit a monthly accounting report of this information with the Construction Manager's application for payment.
- 18.5 The Construction Manager shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Construction Manager remains fully responsible under its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Construction Manager to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Construction Manager. Should a delay be incurred that is not the result of

the Owner's failure, as stated above, the Construction Manager shall be held accountable for such a delay. The Construction Manager, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.

- 18.6 The Construction Manager shall be responsible for all purchases in the same manner as if the Construction Manager had purchased the items, inclusive of managing the warranties for the Owner. The Construction Manager shall cooperate with the Owner and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.
- 18.7 Modification of the Contract Sum will be made by one (1) change order (or additional change orders in the sole discretion of the Owner) prior to final payment unless the Contract period crosses the Owner's fiscal year, in which case, one (1) change order will occur for each fiscal year, one prior to the close of the first year, and the other during the second fiscal year.
- 18.8 The Construction Manager and its surety hereby agree that the performance bond penal amount shall be unaffected by any direct purchase deductive change order which is made pursuant to this program.
- 18.9 The Construction Manager agrees that its builder's risk insurance coverage amount shall be unaffected by any direct purchase deductive change order implemented pursuant to this program.
- 18.10 Payment shall be directly made by the Owner to the vendor for any Direct Purchases.
- 18.11 To the extent authorized under Florida law, Owner agrees to indemnify and hold harmless Construction Manager, its Subcontractors and suppliers of and from any claims, liability, or responsibility to the State of Florida for any action the State may take against any of them for the payment of any sales or use taxes as a result of Owner's direct purchase of such materials, supplies or equipment.
- 18.12 The Owner shall have the sole option to require the vendor to include a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and Construction Manager. The cost of the supply bond shall be included in Construction Manager's GMP.
- 18.13 The Owner agrees to make payments by the 15th of the month providing the Construction Manager processes the invoices and delivers same to the Facilities Division by the 20th of the preceding month.
- 18.14 Owner shall not withhold Retainage on any payments made to the vendor.

**ARTICLE 19
MISCELLANEOUS**

- 19.1 Apprentices If the Construction Manager employs apprentices on the Project, the behavior of the Construction Manager and the Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the state of Florida Department of Labor and Employment Security. The Construction Manager will include a provision similar to the foregoing sentence in each subcontract.
- 19.2 Invoices Submitted Under Article 9 Invoices submitted under Article 9 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with procedures specified in Section 112.061 of the Florida Statutes governing payments by the state for travel expenses.
- 19.3 Construction Manager's Project Records The Construction Manager's Project Records shall be maintained as prescribed hereinabove for the minimum period required by Federal Law, and shall be made available to the Owner or his authorized representative at mutually convenient times. Project Records will be audited upon completion of project. If funds are found in audit to be owed to the Owner, the Construction Manager will be responsible for any deficiencies found, as well as the Auditor's fees.
- 19.4 Construction Manager's Payment Rights The Owner agrees to pay within 25 business days, providing the Construction Manager processes the application for payment and delivers same to the Facility Division Bookkeeping Department, as the single point of contact. The Owner will not withhold payment without proper and adequate justification.
- 19.5 Public Entity Crime Information Statement "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a Construction Manager, supplier, Subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list." By signing this Agreement, Construction Manager certifies, to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - (b) Have not, within a five-year period preceding the issuance of **RFQ #01-0-2018JC** been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within a five-year period preceding the issuance of **RFQ #01-0-2018JC** had one or more public transactions (federal, state or local) terminated for cause or default.

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

19.6 Fiscal Funding This Contract is subject to fiscal appropriation and is subject to fiscal funding out in accordance with Florida Law.

19.7 Liquidated Damages Time is of the essence in the performance of the Work under the Contract Documents. The Owner and Construction Manager agree that the losses suffered by Owner, if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Construction Manager acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as said Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Construction Manager fail to achieve Certificate of Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, the sum of **\$500.00** for each calendar day thereafter until substantial completion is achieved and **\$250.00** for each calendar day thereafter until Certificate of Final Inspection is achieved. Should the Construction Manager achieve Certificate of Substantial Completion of the Work within the Contract Time but fail to achieve Certificate of Final Inspection of the Work within its Contract Time, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, the sum of **\$250.00** for each calendar day thereafter until Certificate of Final Inspection of the Work is achieved. Construction Manager hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Construction Manager fails to achieve Substantial Completion or Final Inspection of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Construction Manager fails to achieve either Substantial Completion or Final Inspection of the Work within the Contract Time.

19.8 Background Screening Requirement for Construction Managers The Construction Manager agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Construction Manager or its personnel providing any services under the

conditions described in the previous sentence. The Construction Manager shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Construction Manager and its personnel. The parties agree that the failure of the Construction Manager to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Construction Manager agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Construction Manager's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes. Construction Manager shall require each of Construction Manager's subcontractors on the project to agree, in writing, to the provisions of this paragraph.

- 19.9 Defining Terms. Unless otherwise noted, the terms used in the Agreement shall have their ordinary and customary meanings as used in the industry.
- 19.10 Limitation of Liability. The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Construction Manager shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Construction Manager's rights and obligations under a subcontract.
- 19.11 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.
- 19.12 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 19.13 Entire Agreement. This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.
- 19.14 Binding Effect. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.
- 19.15 Notices. All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or

(b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

If to Owner: Mr. Nicholas Westenberger
Facilities Planning & Construction
The School District of Indian River County, Florida
6055 62nd Avenue
Vero Beach, FL 32967

Construction Manager: Mr. Brad Schuh
Summit Construction of Vero Beach, LLC
2837 Flight Safety Drive
Vero Beach, FL 32960

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

- 19.16 Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.
- 19.17 Captions. The headings used for the various portions of this Agreement and the Construction Documents are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or the intent of this Agreement, any section of this Agreement, or any section of the Contract Documents.
- 19.18 Severability. In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.
- 19.19 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are available under any provision of this Agreement to any party, is in addition to and

cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.

- 19.20 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 19.21 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.
- 19.22 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.
- 19.23 No Construction Against Drafter. Each of the parties have been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.
- 19.24 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective successors, and no other person or entity shall have any right or action under this Agreement.
- 19.25 Force Majure. With regard to the performance under this Agreement, a party shall not be deemed to be in default of this Agreement, or have failed to comply with any term or conditions if, for reasons beyond the parties reasonable control, including without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible and diligently pursues such performance.
- 19.26 Waiver of Jury Trial. The parties expressly waive the right to a jury trial.
- 19.27 Dispute Resolution. Prior to initiating any litigation arising out of the Agreement, the parties to submit the dispute to non-binding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees, and the cost of the mediator shall be split between the parties.
- 19.28 Right to Enter this Agreement. Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performances and obligations under this Agreement shall not require any consent, vote, or approval which has not been

obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligation under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

- 19.29 Conduct While on School Property. The Construction Manager acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and subject to the administrator or designee. It will be considered a breach of this Agreement for any agent or employee of the Construction Manager to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health, and well being of any student or employee of the School Board. The Construction Manager agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.
- 19.30 Owner Transfer of Interest. If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Construction Manager arising from this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Construction Manager.
- 19.31 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.
- 19.32 Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.
- 19.33 Compliance with Federal Grant Requirements. If made applicable by the use of federal grant funds in the Project or any other requirement as set out below, Construction Manager and its subcontractors shall comply with the following enactments, rules, regulations and orders:

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

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

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


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

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

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

PROJECT NAME: TECHNICAL EDUCATION CENTER
PROJECT NO.: SDIRC # 01-0-2018JC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

By: 
WILLIAM B. SCHULT

Title: PRESIDENT

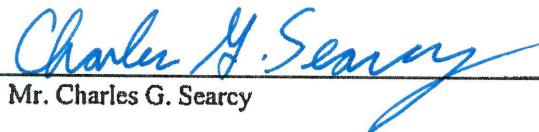
Date: OCT. 11, 2017

Witness:

By: 

Date: OCT. 11, 2017

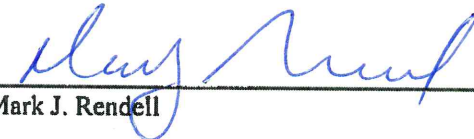
SCHOOL BOARD OF INDIAN RIVER COUNTY

By: 
Mr. Charles G. Searcy

Title: Board Chairman

Date: 10/24/17

Witness:

By: 
Dr. Mark J. Rendell

Title: Superintendent

Date: 10/24/17

Exhibit AA

Owner Direct Material/Equipment Purchase Program

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

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

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

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

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

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

- A. The name, address, telephone number and contact person for the material supplier.
- B. Manufacturer or brand, model or specification number of the item.
- C. Quantity needed as estimated by the Subcontractor.
- D. The price quoted by the supplier for the materials identified therein.
- E. Any sales tax associated, with such quote.
- F. Delivery dates as established by Subcontractor.

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

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

5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owners Purchasing Director or his designated representative shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery dates provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite.
6. In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the Owner, through the Construction Manager, one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in Subcontractor's bid to Construction Manager.
7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.
9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Construction Manager, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The

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

10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work and instead shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Construction Manager, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to Owner resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or non-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.
11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through the Construction Manager, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the work.
12. The Subcontractor, as the Owner's agent, shall be responsible for obtaining and managing all warranties and guarantees for all material and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
13. Notwithstanding the transfer of Owner-Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title to any and all Owner-Purchased Materials.
14. The transfer of possession of Owner-Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for the mutual benefit of the Owner and the Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the Owner for the purposes of its bailment at such time as they are

incorporated into the Project or consumed in the process of completing the Project. All Owner-Purchased Materials shall be stored at the construction site.

15. The insurance purchased and maintained by the Construction Manager shall be sufficient to protect against any loss of or damage to Owner-Purchased Equipment, Materials or Supplies. Such insurance shall cover the full value of any Owner-Purchased Materials not yet incorporated into the Project from the time the Owner first takes title. The Owner shall be named as an Additional Insured Party on such policies of insurance. The Owner will bear the costs of all Payment and Performance Bonds and Owner's Insurance including Builder's Risk Insurance as a reimbursable expense to the Construction Manager. The Owner as an additional named insured on the Construction Manager's Builder's Risk Insurance and, in the event of damage or destruction to the Owner-Purchased Materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction.
16. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner-Purchased Materials when such delay is a result of the failure of the Subcontractor's performance.
17. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner-Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon Subcontractor's records of material delivered to the site and any defects in such materials.
18. In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the Owner, through the Construction Manager, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered, and remitted directly to the supplier. The Subcontractor agrees to assist the Owner to immediately obtain a partial or final release of lien waiver as appropriate.
19. The Owner's direct purchase of equipment, materials or supplies, as provided herein does not relieve the Construction Manager or any Subcontractor of any obligation required pursuant to the contract or subcontract pertaining to the performance of work, except as to the Owner's obligation to make direct payments to such vendors and may reduce the bonds to the extent permitted by Section 255.05, F.S.

EXHIBIT A

**PROJECT NAME: TECHNICAL EDUCATION CENTER
PROJECT NO.: SDIRC # 01-0-2018JC**

CONSTRUCTION TEAM ASSIGNED REPRESENTATIVES

OWNER

**SCHOOL BOARD OF INDIAN RIVER COUNTY
6500 57TH STREET
VERO BEACH, FL 32967**

OWNER'S AUTHORIZED REPRESENTATIVE

**NICHOLAS WESTENBERGER
DIRECTOR OF FACILITIES
6055 62ND AVENUE
VERO BEACH, FL 32967**

ARCHITECT

**DONADIO & ASSOCIATES, ARCHITECTS, P.A.
609 17TH STREET
VERO BEACH, FL 32960**

CONSTRUCTION MANAGER

**SUMMIT CONSTRUCTION OF VERO BEACH, LLC
2837 Flight Safety Drive
Vero Beach, FL 32960**

EXHIBIT B

**PROJECT NAME: TECHNICAL EDUCATION CENTER
PROJECT NO.: SDIRC # 01-0-2018JC**

OWNER'S CONSTRUCTION BUDGET

| <u>ITEM DESCRIPTION</u> | <u>CONSTRUCTION BUDGET</u> |
|--|-----------------------------------|
| Design Preconstruction Phase Fee | \$ 60,000.00 |
| Construction Budget | <u>\$ 1,500,000.00</u> |
| Total Owner's Construction Budget | \$ 1,560,000.00 |

EXHIBIT C

**PROJECT NAME: TECHNICAL EDUCATION CENTER
PROJECT NO.: SDIRC # 01-0-2018JC**

CONSTRUCTION MANAGER'S PERSONNEL

ON-SITE SUPPORT STAFF

| <u>INDIVIDUAL</u> | <u>TITLE</u> | <u>DURATION (MONTHS)</u> | <u>PERCENTAGE AVAILABLE</u> |
|--------------------------|------------------------|---------------------------------|--|
| Mark Selig | Superintendent | 6 Months | 100% |
| Mark Snyder | Assistant/Labor | 6 Months | 25% |

EXHIBIT D

**PROJECT NAME: TECHNICAL EDUCATION CENTER
PROJECT NO.: SDIRC # 01-0-2018JC**

A schedule of incomplete or unsatisfactory items listed for completion indicating completion dates for the Owner's review.

EXHIBIT E

**PROJECT NAME: TECHNICAL EDUCATION CENTER
PROJECT NO.: SDIRC # 01-0-2018JC**

Notice to Owner that project is ready for final inspections.

EXHIBIT G

**PROJECT NAME: TECHNICAL EDUCATION CENTER
PROJECT NO.: SDIRC # 01-0-2018JC**

**CONSTRUCTION MANAGER'S PERSONNEL
(TO BE ASSIGNED DURING DESIGN PHASE)**

| <u>INDIVIDUAL</u> | <u>TITLE</u> | <u>DURATION (MONTHS)</u> | <u>PERCENTAGE AVAILABLE</u> |
|--------------------------|--------------------------|--|------------------------------------|
| Lincoln Irons | Project Manager | 6 Months Design/6 Months Const. | 75% |
| Brad Schuh | Project Executive | 6 Months Design/6 Months Const. | 25% |
| Christy Schwartz | Contract Admin. | 6 Months Design/6 Months Const. | 25% |

EXHIBIT H

**PROJECT NAME: TECHNICAL EDUCATION CENTER
PROJECT NO.: SDIRC # 01-0-2018JC**

**CONSTRUCTION MANAGER'S PER DIEM STAFF FOR TIME
(EXTENSIONS PER 8.1.2(1) (b))**

| <u>INDIVIDUAL</u> | <u>TITLE</u> | <u>PERCENTAGE AVAILABLE</u> |
|--------------------------|------------------------|--|
| Mike Selig | Superintendent | 100% |
| Lincoln Irons | Project Manager | 75% |

EXHIBIT K

**PROJECT NAME: TECHNICAL EDUCATION CENTER
PROJECT NO.: SDIRC # 01-0-2018JC**

Standard AIA Documents G702-703, Application and Certification for Payment.

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