

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

It is hereby advised that if a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he/she will need to ensure that a verbatim record is made that includes the testimony and evidence upon which the appeal is to be made.

INVOCATION: Shortly before the opening gavel that officially begins a School Board meeting, the Chairman will introduce the Invocation Speaker. No person in attendance is or shall be required to participate in this observance and the personal decision of each person regarding participation will have no impact on his or her right to actively participate in the School Board's business meeting.

**Date: December 12, 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. Proclamation – International Day of Persons with Disabilities**
  - B. Short Video on School Initiatives**
  - C. Casual for a Cause – Veteran's Council of Indian River County**
  - D. Statewide Testing Substantial Gains Ceremony – Cristen McMillan & Chris Taylor**
  - E. Musical Rendition by Fellsmere Elementary – Ms. Sara Dipardo**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
  - A. Approval of Minutes – Dr. Rendell**
    - 1. Approval of November 21, 2017 – Superintendent's Workshop Minutes
    - 2. Approval of November 21, 2017 – Organization 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 Sebastian River High School Color Guard to Travel to Atlanta, GA and Dayton, OH – Mrs. Dampier**

The Sebastian River High School Color Guard, under the direction of Jeff Welsh, is seeking approval to travel to the WGI Atlanta Regional March 2-4 to Atlanta, GA and World Championships in Dayton, Ohio April 11-15.

WGI Sport of the Arts is the world's premier color guard organization and also serves as the governing body for indoor color guards across the country. It is called the Sport of the Arts because it brings music to life through performance in a competitive format. Now entering its 41st year in 2018, the sport continues to evolve and grow. There were more than 36,000 participants at the regional level, and more than 13,000 participants at the Sport of the Arts World Championships this past April. All expenses will be paid for through participation fees and the SRHS Band Boosters. Insurance for this field trip has been approved by Risk Management. Superintendent recommends approval.

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

1. Citrus Elementary School received a donation in the amount of \$1,000 from Proctor Construction Company. The funds will be used in the classroom of Mrs. Laurie Hoover and for the 2017-2018 parades.
2. Rosewood Magnet School received a donation in the amount of \$2000 from the Rosewood Magnet School PTA. The funds will be used to off-set costs for the 5th grade Sea World field trip for the Rosewood Magnet School 5th graders. Superintendent recommends approval.

**E. 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 – General Fund

Superintendent recommends approval.

**F. Approval of Renewal Agreement with Alonzo Sign Language Interpreting, LLC for 2017-2018 – Mrs. Dampier**

The attached is a copy for a continuation to provide services for educational sign language interpreters for ESE students. Alonzo Sign Language provides hearing interpreters for hearing impaired students during their regular academic day as well as any extracurricular activities students participate in. The current Service Agreement amount is in the sum of \$49,999.00. The ESE Department anticipates approximately \$47,625.00 in additional funds for one interpreter through the end of the 2017-2018 school year. Extended School year of twenty days, if needed as in the past, would increase the amount to approximately \$55,125.00. Additional monies will be incurred for Extracurricular activities. Substitutes for these are paid at a higher rate which may increase the anticipated funds needed. Superintendent recommends approval.

VII. ACTION AGENDA

**A. Approval to Renew RFP #2016-07 with Aon Consulting Inc. Operating as Aon Hewitt for Employee Health and Wellness Benefits Consultant – Mr. Morrison**

This item was tabled at the November 21, 2017 Board Business Meeting for exhibits to be provided. Pursuant to the terms and conditions of RFP #2016-07, the Purchasing Department is requesting approval to renew this RFP for one additional year. This is the second-year renewal of a two-year renewal option. There are no direct costs to the District for these services as the consultant's fees are generated by insurance commissions estimated to be approximately \$253,540 as denoted in "Exhibit B" of the attached contract. The new contract period will be December 12, 2017 through December 8, 2018. All terms and conditions will continue as stated in the associated agreement and terms and conditions of the Request for Proposal (RFP). Please see attached backup for further details. Superintendent recommends approval.

**B. Approval to Purchase Food Service Equipment Referencing the Palm Beach County Schools Bid #18C-16L – Mr. Morrison**

This agenda item is a request for the Board to grant the authority to the Superintendent to issue purchase orders for the purchase of Food Service equipment to replace aging equipment districtwide. Items include but are not limited to reach-in coolers, serving lines, ovens, steamers and warming cabinets. The estimated financial impact to the Food and Nutrition Services Department is approximately \$500,000. The funding for these purchases will be from the Food Services fund. Pricing is per the Palm Beach County Schools Bid #18C-16L. The awarded vendors of this contract are Advance Case Parts, Inc., Florida Commercial Appliance Parts & Service Inc., General Hotel & Restaurant Supply Corp., Gulf Ice Systems, Inc., Heritage Food Service Group., JBM Repairs, Inc., Milo Food Service Equipment Dist. Inc. School Specialty Inc. and Unisource Marketing Group. This contract expires October 30, 2020. Please see attached backup. Superintendent recommends approval.

**C. Approval of Agreement Form for Construction Contracted Services with Kempfs' Site Development, Inc. for Glendale Elementary School Parking Improvements – Mr. Teske**

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and Kempfs' Site Development, Inc., to furnish materials and labor for parking improvements at Glendale Elementary School as outlined in the proposal. This Agreement is the result of the lowest of multiple quotes, in compliance with School Board Policy 6322, Competitive Solicitation Requirements for Construction Contracting, Section C. The cost of construction of this project is not to exceed \$98,710, which includes the proposal amount of \$86,710 and an owner added contingency in the amount of \$12,000. This Agreement amount does not include engineering fees, at an estimated amount of \$26,400, for an overall total estimated project cost of \$125,100. Superintendent recommends approval.

**D. Approval of Agreement Form for Construction Contracted Services with Window Sales & Service of Vero, Inc., for Sebastian River High School Walkway Covers – Mr. Teske**

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and Window Sales & Service of Vero, Inc., to furnish all materials and install new clear anodized aluminum walkway covers at Sebastian River High School as outlined in the proposal, including the alternate. This Agreement is the result of the lowest of multiple quotes, in compliance with School Board Policy 6322, Competitive Solicitation Requirements for Construction Contracting, Section C. The cost of construction of this project is not to exceed \$97,860, which includes the proposal amount of \$90,860 and an owner added contingency in the amount of \$7,000. This Agreement includes all labor, materials and engineering, for an estimated overall total project cost of \$97,860. Superintendent recommends approval.

**E. Approval of Utility Easement Deed (#2017-EG-215) to the City of Vero Beach for Beachland Elementary School – Mr. Teske**

Approval is recommended for the attached assignment of a Utility Easement Deed (#2017-EG-215), located on the Beachland Elementary School property as described in Exhibit “A”, to be granted to The City of Vero Beach. This Easement is a non-exclusive easement in perpetuity for utility purposes as described Exhibit “B” (Description of Utility Easement and Sketch of Property Description), including without limitations, the right of ingress, egress and passage by Grantor and its employees, agents, customers, and invitees, over, across, and through the Easement, and right to install improvements for the Property (but not trees) within the Easement. This Easement grants the Grantee a general easement for ingress, egress, and regress over and across the driveways, parking, common and open areas of the Property for the purpose of access to and maintenance, repair, or replacement of any or all of the Grantee’s utility equipment, facilities or lines. Superintendent recommends approval.

**F. Approval of Utility Easement Deed (#2017-EG-0217) to the City of Vero Beach for the Vero Beach High School Citrus Bowl – Mr. Teske**

Approval is recommended for the attached assignment of a Utility Easement Deed (#2017-EG-0217), located on the Vero Beach High School Citrus Bowl property as described in the easement document, to be granted to The City of Vero Beach. This deed grants a non-exclusive easement in perpetuity for utility purposes as described Exhibit “A” (Property Description Utility Easement and Sketch of Property Description), including without limitations, the right of ingress, egress and passage by Grantor and its employees, agents, customers, and invitees, over, across, and through the Easement, and right to install improvements for the Property (but not trees) within the Easement. This Easement grants the Grantee a general easement for ingress, egress, and regress over and across the driveways, parking, common and open areas of the Property for the purpose of access to and maintenance, repair, or replacement of any or all of the Grantee’s utility equipment, facilities or lines. Superintendent recommends approval.

**G. Approval of Release of Final Payment to Proctor Construction Company for the Beachland Elementary School Cafeteria & Classroom Building Project (SDIRC 2016-18) – Mr. Teske**

Approval is recommended for release of Final Payment in the amount of \$416,119.45 to Proctor Construction Company for the Beachland Elementary School Cafeteria and Classroom Building Project (SDIRC 2016-18). On July 26, 2016, the Board approved the Owner/Contractor Construction Agreement for this project with a total Contract amount of \$7,019,424.30 (\$6,666,166.00 Contractors Bid Price /\$19,000.00 Alternate 1/\$334,258.30 Owner Added Contingency); with the final construction cost for this project totaling \$6,867,069.74. The unused portion of the contract totaling \$152,354.56, consists of the remaining balance of the Owner Added Contingency in the amount of \$47,353.80 and sales tax saving in the amount of \$105,000.76. 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 recommends approval.

**H. Approval of Release of Final Payment to Proctor Construction Company for the Vero Beach High School Citrus Bowl Renovations Phase II (SDIRC # 04-0-2017JC) – Mr. Teske**

Approval is recommended for release of Final Payment in the amount of \$224,861.45 to Proctor Construction Company for the Vero Beach High School Citrus Bowl Renovation Phase II Project (SDIRC # 04-0-2017JC). On December 13, 2016 the Board approved the project Guaranteed Maximum Price (GMP) in the amount of \$3,398,443.00. The final construction cost for this project totals \$3,380,940.08. The unused portion of the GMP, in the amount of \$17,502.92, consist of sales tax savings being returned to the District. 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 recommends approval.

**I. Approval of Instructional Calendar – Mr. Green**

Current Florida Statute requires district administration to submit a school calendar for approval by the District’s governing body. The submitted 2018-2019 Instructional Calendar reflects District priorities for ensuring effective instruction and providing seamless delivery of school support services throughout the year.

The presented calendar is the work-product of the Instructional Calendar Committee, a collaborative team comprised of representatives of relevant stakeholder groups. Over the course of several months, the committee used an iterative process to draft and refine potential school year calendars. Each successive draft reflected the addition of pertinent stakeholder feedback and the results of an online survey. The presented recommendation is reflective of student and family needs, teacher and administrator suggestions, and District priorities and requirements. Superintendent recommends approval.

**J. Approval to Piggyback Florida Atlantic University Bid 16T-634– Mr. Morrison**

This agenda item is a request for the Board to piggyback FAU Bid 16T-634 award per SB Policy 6320 and DOE Administrative Rule 6a-1.012 to Brightview for temporary Districtwide mowing service while a new Request for Proposal is being facilitated. The intent in requesting a shortened timeline for this temporary service for three months, is that it is anticipated that a recommendation to award the new RFP will be presented to the Board on February 27, 2018. The new RFP will replace SDIRC 2016-01, awarded to Integrity LLC that was cancelled. This temporary service will be funded utilizing the remaining \$108,002 from the cancelled Integrity LLC contract.

<b>Analysis of Purchase Orders issued from Budget Authority:</b>			
Description	Amount issued	Amount paid to date	Remaining on PO
Vendor and authorized amount:	\$229,440		
Integrity Lawns	(\$47,800)	\$38,240	\$9,560
Brightview	(\$112,238)	\$42,898	\$69,340
Precision Cuts	(\$49,900)	\$40,300	\$9,600
Remaining budget authority	\$19,502		\$88,500
Total remaining funds	<u>\$108,002</u>		

Please see attached backup. Superintendent recommends approval.

**K. Approval is recommended for the Agreement for Contracted Services Between the School District of Indian River County and Brightview for temporary Districtwide Mowing Services. – Mr. Teske**

The intent in requesting a shortened timeline for this temporary contracted service for three months, is that it is anticipated that a recommendation to award the new RFP will be presented to the Board on February 27, 2018. The new RFP will replace SDIRC 2016-01, awarded to Integrity LLC that was cancelled. This temporary service will be funded utilizing the remaining \$108,002 from the cancelled Integrity LLC contract. This temporary agreement will expire on February 28, 2018. The total cost of this project is not to exceed \$82,280 as follows:

December (1) Mow- \$16,456  
January (2) Mows- \$32,912  
February (2) Mows- \$32,912

See attached contract for backup Superintendent recommends approval.

**L. Approval to Set Public Hearing Date to Adopt New, Revised, and Repealed School Board Policies – Dr. Rendell**

On November 21, 2017, the District School Board discussed new, revised, and repealed Board Policies and requested to move forward with the adoption process. The purpose of the revisions is to be consistent with present practice and legislation. The Public Hearing and adoption will be noticed for the regular Business meeting on January 23, 2018. Superintendent recommends approval.

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

The Superintendent recommends termination of support staff employee, Frank Thornton, Jr. The grounds for this termination are contained in the attached Charging Letter. Superintendent recommends approval.

VIII. SUPERINTENDENT'S REPORT

IX. DISCUSSION

No discussion items

X. SCHOOL BOARD MEMBER MATTERS



XI. INFORMATION AGENDA

**A. Financial Report for quarter ending September 30, 2017 - Mr. Morrison**

Attached are the Financial Reports for the quarter ending September 30, 2017.

**B. Financial Report for the month ending October 31, 2017 - Mr. Morrison**

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

XII. SUPERINTENDENT'S CLOSING

XIII. ADJOURNMENT

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

Anyone who needs a special accommodation may contact the School District's American Disabilities Act Coordinator at 564-3175 (TTY 564-2792) at least 48-hours in advance of the meeting. NOTE: Changes and amendments to the agenda can occur prior to the meeting. All business meetings will be held in the Teacher Education Center (TEC) located in the J.A. Thompson Administrative Center at 6500 – 57th Street, Vero Beach, FL 32967, unless otherwise specified. Meetings may broadcast live on Comcast/Xfinity Ch. 28, AT&T Uverse Ch. 99, and the School District's website stream; and may be replayed on Tuesdays and Thursdays at the time of the original meeting. For a schedule, please visit the District's website at [www.indianriverschools.org/iretv](http://www.indianriverschools.org/iretv). The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

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**RESOLUTION IN SUPPORT OF  
INCLUSIVE SCHOOLS WEEK – DECEMBER 2017**

**WHEREAS**, the School District of Indian River County is committed to providing an education in schools and classrooms that are welcoming and capable of educating all children; and

**WHEREAS**, EDUCATORS of Indian River County Schools recognize that EACH CHILD is UNIQU, LEARNS DIFFERENTLY, and, therefore, LEARNS BETTER if teaching is TAILORED TO THEIR ABILITIES and INTERESTS; and

**WHEREAS**, by their efforts to make our schools and classrooms high performing and inclusive, the EDUCATORS and FMAILIES of Indian River County Schools have contributed significantly to building a stronger and more inclusive community; and

**WHEREAS**, EDUCATORS and FAMILIES of Indian River County Schools deserve to celebrate their successes and wish to reflect on how they might even further improve;

**THEREFORE, BE IT RESOLVED** that Indian River County Schools join with the Inclusive Schools Network, and schools, districts, and communities around the world in declaring the week of December 4-8, 2017, as INCLUSIVE SCHOOLS WEEK and encourage schools and classrooms across Indian River County to sponsor appropriate learning and community-building activities in its recognition.

**NOW, THEREFORE BE IT RESOLVED**, that The School Board of Indian River County, Florida, hereby extends its support of the intent of Inclusive Schools Week to be celebrated in

**December 12, 2017**

And urges all schools, centers, and departments within its jurisdiction to support this community-wide4 observance.

Given at Vero Beach, Florida this 12<sup>th</sup> day of December, 2017

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

BY: _____	BY: _____
Shawn Frost, Chair	Dr. Mark Rendell, Superintendent
BY: _____	BY: _____
Charles Searcy, Vice Chair	Tiffany M. Justice, Board member
BY: _____	BY: _____
Dale Simchick, Board member	Laura Zorc, Board member



The District School Board of Indian River County met on November 21, 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, Vice Chairman Shawn R. Frost, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

### **Superintendent's Workshop Meeting Minutes**

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

II. PURPOSE OF THE WORKSHOP

Dr. Rendell addressed the Board Members to share there were three topics on the agenda and gave a brief overview. He also expressed his appreciation of the presenters and the work they have put into their presentations.

III. PRESENTATIONS

A. Recycling Program Presentation

Dr. Rendell introduced Stephanie Fonvielle, with Solid Waste Disposal District. He explained to the Board Members, this presentation was also given to the Board of County Commissioners that morning. She explained the teachers from the District had been calling her looking for recycle containers to put in their classrooms. Along with obtaining two grants to assist with this program. She then turned to Barbara Heineken, Consultant for the Carton Council. Stephanie shared the PowerPoint Presentation with the Board Members. She went through the presentation and showing the process in teaching the students how to recycle. Stephanie went on to explain the Pilot Program that are currently in place with the District, and the schools that are participating. The schools that are participating with the Pilot Program are: Pelican Island Elementary, Storm Grove Middle School, Rosewood Magnet School and Vero Beach High School Learning Center. She explained how Mr. Michaels and Mr. Teske were so helpful with getting the program off the ground. Mrs. Heineken explained how the carton process is done and how it works. Mr. Mehta also provided additional input with regards to the importance of this program. Some of the Board Members had questions with regards to costs, involvement and how long is the Pilot Program going to last. The presenters shared in answers to the questions. As well as the launch date being after the Winter Break. Stephanie thanked Dr. Rendell, Mr. Michael, and the schools participating. She said she will also come back at the end of the year to provide a more information on the process and how successful the program was. The recycling at the home football games was also brought up. Waste Management donated the containers and it happened quickly. It was asked on how

the schools were selected. Dr. Rendell and Stephanie shared this information. The Chairman and Superintendent thanked everyone for their participation in the presentation.

Dr. Rendell called for a five-minute break at 1:38 and will reconvene the workshop at 1:42.

B. Board Policy Update, Volume #17, Number 2

Dr. Rendell explained how the presenting of the policies will flow. Each policy will be covered topic by topic by their department heads. Dr. Rendell started the review with the General Policy proposed policies. He also reviewed the color coding that is throughout the presentation, and how NEOLA has requested some verbiage change. The goal is to meet Unitary Status. New policies were read through completely. As the Board Members had questions, they were reviewed, discussed, and answered. There was a discussion on the Personnel Recommendations and getting the staff started upon clearance of all back-ground checks prior to Board Approval. An example was provided by Mr. Green. It was reiterated that this does not apply to the 1000 series - Administration Personnel. Those will wait until the Board meets and approval has been provided. Changes with annual contracts were also discussed. Dr. Rendell then turned the floor over to Mr. Green. The Board Members had questions with regards to break-in-service, finger printing, and background checks. Mr. Green and Mrs. D'Agresta answered all questions along with certifications that are obtained by staff. Mr. Green went on to review the Conflict of Interest Policies. Board Members had questions and concerns on the gifting portion of this. Mr. Green and Mr. Morrison responded to all questions and concerns. Annual Ethics Training was discussed as well with regards to gifting and the alignment to the Districts policies. Technology and Letter of References were covered by Mr. Green. Mr. Morrison took over to review Procurement policy recommendations and suggested changes. The Board had a couple of comments with regards to the Options. Mr. Morrison went on with the Funding, Surplus Instructional Property, and Parent Organizations. There were options listed for recommendation. Mr. Morrison reviewed the recommendations with the Board Members. At this time, Dr. Rendell moved on to Mrs. Dampier's presentation of her department's policies. She started with the policies for Homeless Students and Foster Care. One of the Board Members asked about transportation to the Charter Schools. There were some other questions and concerns with regards to the transportation of the Homeless and Foster Care Students. Mrs. D'Agresta provided clarity of all the questions. Mrs. Dampier moved on to Assignment within District and reviewed the revisions NEOLA wishes to have. The Board Members had questions, which Mrs. D'Agresta provided further information to better understand the request for change. Mrs. Dampier continued with Controlled Open Enrollment. With this being a new policy, she read through and identified the strike through items in this policy. One of the Board Members requested clarity on the Lottery section. Dr. Rendell agreed a change needed to be made. One of the Board Members brought up a concern with the verbiage on the Appeals section. After a group discussion, they

decided to reword the last statement. Bullying and Harassment was then reviewed by Mrs. Dampier. The question came up as to the operational definition of a bus stop. Mr. Teske explained that it is interpreted differently in different districts. Mrs. D'Agresta explained it was best to take it on a case by case basis. One Board Member asked, how is the best way to protect the School District? Mrs. D'Agresta said it is best to continue to train the importance of this to the bus drivers. There was further discussion on this by the Board Members and presenters. As well as the question of a policy and uniformity. Mr. Teske did share that there are different codes as a Transportation Policy. The Board Members asked for copies of the hand book if it is available. Mrs. Dampier continued with Schools and Investigations Involving Students. A Board Member expressed concern with regards to the Principal or Parent be present while being questioned. As they all had an open discussion, and they turned to Mrs. D'Agresta for clarity. She explained the difference in the investigations and different types of situations. Dr. Rendell stated that they would take the policy back for further review. He then turned the next section over to Mr. Teske to review the Food Service Program. He reviewed the revisions that NEOLA has suggested. The lunch rates were discussed along with free and reduced lunches. Dr. Rendell finished this segment up by advising the Board that some of the policies in question will be taken back and reviewed before being brought to the Board for approval.

Dr. Rendell called for a five-minute break at 3:53. The Workshop reconvened at 4:00.

C. School Start Time Survey Results

Dr. Rendell said he wanted to share the results from the School Start Time Survey that was presented in a previous Workshop. A PowerPoint presentation was reviewed. Dr. Rendell reviewed some of the slides from the original presentation, such as the Committee Members, Goal, Process, and more. He introduced Liz Cannon who is the President of the IRCEA and a member of the Committee. He continued going through the slides on the presentation, pros and cons, and the 571 responses to the survey. Almost 60% of the 571 were labeled as parents. The feedback was not in favor of Option One. The Committee is looking to the Board to see if they have any further input or suggestions. The Board Members commented on the amount of emails they received and how the survey spoke. Each of the Board Members provided their comments and the work that was put into this was appreciated. Dr. Rendell also shared the support network our District provides to the students, and this would have to be altered as well. He is going to work with Staff to see if there is anything that can be done with bus routes. Dr. Rendell also reviewed the time frames for each level.

- III. ADJOURNMENT – Chairman Searcy  
Meeting adjourned at approximately 4:26 p.m.

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The District School Board of Indian River County met on November 21, 2017, at 5:00 p.m. The Organizational 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: Charles G. Searcy, Shawn R. Frost, 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.

### **Annual Organization Meeting Minutes**

*In compliance with Florida Statute 1001.371 and Indian River County District School Board Policy 0150, the Superintendent shall act as Presiding Officer until the organization is complete.*

- I. Meeting was called to order by Dr. Rendell at 5:00 p.m.  
Dr. Rendell stated for the record that as per State Statute 1001.371 and School Board Policy 0150, the Superintendent was required to act as Chairman until the organization of the Board had been completed.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG by Dr. Rendell
- III. ELECTION OF CHAIRMAN AND VICE CHAIRMAN – Dr. Rendell
  - A. Election of Chairman**  
Dr. Rendell called for nominations for Chairman. Mrs. Justice nominated Mr. Frost. Hearing no further nominations for the position, Dr. Rendell called for a vote. The Board voted unanimously in favor of Shawn R. Frost as Chairman of the District School Board for a term of one year, with a 5-0 vote.
  - B. Election of Vice Chairman**  
Dr. Rendell called for nominations for Vice Chairman. Mrs. Zorc nominated Mr. Searcy. Mrs. Justice nominated Mrs. Simchick, at which time, Mrs. Simchick declined. Mrs. Simchick nominated Mrs. Justice. Hearing no further nominations, Dr. Rendell called for a vote. The Board voted in favor of Charles Searcy as Vice Chairman of the District School Board for a term of one year, with a 3-2 vote. With Mrs. Simchick and Mrs. Justice voting nay.  
  
Dr. Rendell took this opportunity to introduce the new Chairman and Vice Chairman to the audience. He also called for a 5-minute break for a picture and for the Board to reposition themselves. The break was called at 5:02.

Chairman Frost re-convened the meeting at 5:07 p.m.

- IV. CITIZEN INPUT - None

V. APPROVAL OF REGULAR MEETINGS OF THE SCHOOL BOARD

**A. Approval of Business Meeting Dates and Times - Chairman**

Present practice is to hold two monthly meetings. The meetings are held the second and fourth Tuesday's of each month at 6:00 p.m. for the business portion of the meeting and at 4:30 p.m. for Hearing Officer Review, only when necessary. The Board is able to schedule meetings as it determines necessary. Two lists of specific meeting dates for December 2017 through November 2018 are attached. The first list, titled Option A, follows the current pattern and consists of two business meetings each month. The second list, titled Option B, consists of one business meeting each month.

Chairman Frost read the above information. Chairman Frost called for a motion. Mr. Searcy moved approval of Option B meeting times to one Business Meeting per month. Mrs. Simchick second with discussion. Chairman Frost asked Mr. Searcy to speak in regards to the motion. Mr. Searcy said the Superintendent has the authority to call for additional meetings when he sees fit. He also said that there will still be the Superintendent's Workshop which would take place on the second Tuesday of the month. He stated that if the Superintendent feels one meeting a month is adequate, he was in favor with this option. The other Board Members spoke and most of the members agreed to the change. Chairman Frost also asked for some input from Dr. Rendell. Dr. Rendell explained the Board is meeting twice a month, Workshop and Business Meeting. As the Business Meeting's had been reviewed over the past couple of years, Dr. Rendell reiterated that if a meeting is needed at any time, we can schedule them. Chairman Frost also said that if this schedule isn't working, it can be changed and filed with the state. The Board voted in favor of the motion, with a 4-1 vote. Mrs. Zorc voted against the motion.

**B. Approval of Meeting Place - Chairman**

The Teacher Education Center (TEC) located at the J.A. Thompson Administrative Center at 6500 – 57th Street, Vero Beach, FL 32967, is the meeting place, unless public interest can best be served by meeting elsewhere. The room is the Teacher Education Center (TEC).

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

VI. OFFICIAL APPOINTMENTS BY THE CHAIRMAN

**A. Indian River County Commission's Metropolitan Planning Organization (MPO), Committee Member and an Alternate for this Voting Position**

Duties include attending monthly meetings on the 2<sup>nd</sup> Wednesday of the month at 10 a.m. in Room B1-501. Last year Mr. Frost served, with Mrs. Simchick as Alternate.

Chairman Frost announced that he would continue as the Committee Member and Mrs. Simchick would serve as Alternate.

**B. Indian River County Commission's Economic Development Council (EDC), Committee Member and an Alternate for this Four-Year, Voting Position**

Duties include attending monthly meetings on the 3<sup>rd</sup> Tuesday of the month at 3:30 p.m. in Conference Room B1-501. Last year Mrs. Zorc served her first year, with Mrs. Justice as Alternate.

Chairman Frost announced that Mrs. Zorc would serve as Committee Member and Mrs. Justice would serve as Alternate.

**C. Indian River County School Health Advisory Committee (SHAC) Liaison for this Non-Voting Position**

Duty is to attend monthly meetings during the school year on the first Wednesday at 3:30 p.m., at United Way in the Community Room. Last year NO ONE served.

One of the Board Members suggested that since staff members are part of this Committee and attend the meetings, they can provide a report. Chairman Frost asked that quarterly reports be provided to the Superintendent for this Committee and these reports would be reviewed by both. Chairman Frost asked if anyone was interested in sitting on this Committee and no one took interest.

**D. Indian River County Planning and Zoning Commission with an Alternate for this Four-Year, Non-Voting Position**

The Commission meets on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of the month at 7 p.m. in County Commission Chambers in Building A. During November and December, they meet only on the 2<sup>nd</sup> Thursday of the month. The appointments are for four years. Last year Mr. Frost served his third year, with Mrs. Simchick as the Alternate.

Chairman Frost announced that he would serve as the Commission Member and Mrs. Simchick would serve as Alternate.

**E. City of Vero Beach Planning and Zoning Commission, Non-Voting Position**

The Commission meets on the 1st and 3rd Thursdays of the month at 1:30 p.m. in City Hall. Last year Mrs. Zorc served.

Chairman Frost announced that Mrs. Zorc would continue to serve as the Commission Member.

**F. City of Sebastian Planning and Zoning Commission, Three-Year Term, Non-Voting Position**

The Commission meets on the 1st and 3rd Thursday of the month at 6 p.m. in City Hall, as needed. Positions starts on the first meeting after the City votes on the new member. Last year Mrs. Simchick served.

Chairman Frost announced that Mrs. Simchick would continue to serve as the Commission Member

**G. City of Fellsmere Planning and Zoning Commission, Non-Voting Position**

The Commission meets on the 1st Wednesday of the month at 5:05 p.m. in City Council Chambers. Last year Mrs. Simchick served.

Chairman Frost announced that Mrs. Simchick would continue to serve as the Commission Member.

**H. City of Indian River Shores Planning and Zoning Commission, One-Year, Non-Voting Position**

May 2008 was the first year for this appointment. The Commission meets on the 2<sup>nd</sup> Monday of the month at 2 p.m. in City Hall, as needed. Last year Mrs. Justice served.

Chairman Frost announced that Mrs. Justice would serve as the Commission Member.

**I. Treasure Coast Council of Local Governments, Inc., Committee Member**

The Committee meets on the first Wednesday of the month at 10 a.m. at St. Lucie County's Administration Building. Last year Mrs. Zorc served.

Chairman Frost announced that Mrs. Zorc would serve as the Committee Member.

**J. Executive Roundtable, Committee Member for this Voting Position**

One Board Member will be appointed to serve on the Executive Roundtable. The Committee meets the last Thursday of each month at 9:00 a.m. at United Way Building. Last year Mrs. Justice served.

Another Board Member did express their interest in sitting on this committee. Chairman Frost listened to the Board Member who wished to sit on the committee and agreed to have Mrs. Justice remain on the committee to complete projects that are in progress and revisit this again next year.

**VII. BOARD APPOINTMENTS**

**A. Approval of Appointment of a Citizen to the Indian River County Metropolitan Planning Organization (MPO), County Citizen Advisory Committee for Transportation and an Alternate for this Voting Position**

This is a volunteer position that began on September 11, 2012. The term of this position coincides with the Board's organization meeting. The CAC meets the first Tuesday of the month at 2 p.m. in Conference Room B1-501. The position was filled by Amy Speak and the late John Kim was the Alternate. Board Members will submit names and vote on both the Committee Member and an Alternate Citizen to serve.

Chairman Frost called for a motion. Mr. Searcy moved approval of the appointment of Amy Speak to represent the School Board on the IRC Metropolitan Planning Organization. Mrs. Zorc seconded the motion. An alternate will be looked at and will be brought up to another meeting. The motion was carried unanimously, with a 5-0 vote.

**B. Approval of Appointment of a Citizen to the Indian River County School Planning Citizen Oversight Committee re: Interlocal Agreement for Public School Planning for this Voting Position**

Peter Robinson served on this Committee since its inception in 2003. The purpose of the Committee is to monitor implementation of the Interlocal Agreement and to report to participating local governments, the District School Board, and the general public on the effectiveness with which the Interlocal Agreement is being implemented. The Committee meets once per year on a date and time to be determined. [Mr. Robinson](#) submitted a yearly report and agreed to do an additional term. Board Members will vote on this appointment.

Chairman Frost called for a motion. Mrs. Simchick moved approval of the appointment of Peter Robinson to represent the School Board on the Indian River County School Planning Citizen Oversight Committee re: Interlocal Agreement for Public School Planning for this Voting Position. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

**C. Approval of Appointment of a Citizen to the County Commission's Value Adjustment Board (VAB) for this Voting Position**

Reference: Florida State Statute 194.015. The Value Adjustment Board is an independent forum created by Florida Statute Chapter 194 to provide property owners with an opportunity to appeal their property value or denial of an exemption, classification, or tax deferral. The Committee meets each year as needed. The appointment will be effective upon approval by the County Commission. On January 22, 2013, [Mr. Todd Heckman](#) was appointed by the School Board. The position is for a calendar year/tax cycle. Mr. Heckman submitted a yearly report and is interested in serving for an additional term.

Chairman Frost called for a motion. Mr. Searcy moved approval of the appointment of Todd Heckman to represent the School Board on the County Commission's Value Adjustment Board for this Voting Position. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

**D. Approval of Appointment to County Commission's Value Adjustment Board (VAB), One Committee Member and One Alternate for this Voting Position**

Reference: Florida State Statute 194.015. The Value Adjustment Board is an independent forum created by Florida Statute Chapter 194 to provide property owners with an opportunity to appeal their property value or denial of an exemption, classification, or tax deferral. The Committee meets each year as needed. The appointment will be effective upon approval by the County Commission. Last year Mr. Searcy was reappointed as Committee Member and Mrs. Simchick was reappointed as Alternate.

Chairman Frost called for a motion. Mrs. Justice moved approval of Mr. Searcy as the Committee Member and Mrs. Simchick as the Alternate. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

**E. Approval of Appointment as District School Board's Legislative Liaison for this Non-Voting Position**

The Legislative Liaison position was established by the District School Board on 11/22/2011. This position requires extensive knowledge of local, state, and federal issues. Last year Mrs. Zorc was appointed as the District School Board's Legislative Liaison.

Chairman Frost called for a motion. Mr. Searcy moved approval of Mrs. Zorc as the Legislative Liaison. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote. The Board Members commended Mrs. Zorc for the work she has done throughout the year and in preparation of this year's platform.

**F. Approval of Appointment to Moonshot Community Action Network for this Non-Voting Position**

The Committee is comprised of community leaders in support of the Moonshot Goal. Normally they meet once every month. Last year Mrs. Justice was appointed.

Chairman Frost called for a motion. Mr. Searcy moved approval for Mrs. Justice to remain on the Moonshot Community Action Network for this non-voting position. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

**NEW:**

**G. Approval of Appointment to Central Florida Public School Board Coalition**

The Central Florida Public School Board Coalition meets the first or second Monday of every month in Orlando at the Ronald Blocker Educational Leadership Center. The coalition is comprised of sixteen school districts from the Central Florida area.

Chairman Frost asked if anyone was interested in this Coalition. Mrs. Justice expressed her interest in joining Central Florida Public School Board Coalition. Mrs. Zorc also expressed interest. As the Board Members discussed attendance, reporting and participation, it was decided to have Mrs. Justice represent the School District and Mrs. Zorc will be the Alternate for this non-voting position.

Chairman Frost called for a motion. Mr. Searcy moved approval to have Mrs. Justice on the Central Florida Public School Board Coalition and Mrs. Zorc as an Alternate for this non-voting position. Chairman Frost seconded the motion and it carried unanimously, with a 5-0 vote.

**VIII. INFORMATION**

**A. Staff Appointments to Indian River County Committees**

Attached is a list of staff appointments to Indian River County Committees that are required by law and approved by the Superintendent for the 2018 calendar year.

**B. Agnes Peebles Memorial Scholarship Committee**

As per the legal Trust Agreement established in 1953, the Chairman of the School Board of Indian River County and the Principal of Vero Beach High School serve as Chairman of this scholarship committee.

**C. County, School Planning, Elected Officials Oversight Committee**

Membership bylaws require that the Chairman of the School Board hold this position. The Committee meets, annually, in June.



IX. ADJOURNMENT

Anyone who needs a special accommodation may contact the School District's American Disabilities Act Coordinator at 564-3175 (TTY 564-2792) at least 48-hours in advance of the meeting. NOTE: Changes and amendments to the agenda can occur prior to the meeting. All business meetings will be held in the Teacher Education Center (TEC) located in the J.A. Thompson Administrative Center at 6500 – 57th Street, Vero Beach, FL 32967, unless otherwise specified. Meetings may broadcast live on Comcast/Xfinity Ch. 28, AT&T Uverse Ch. 99, and the School District's website stream; and may be replayed on Tuesdays and Thursdays at the time of the original meeting. For a schedule, please visit the District's website at [www.indianriverschools.org/iretv](http://www.indianriverschools.org/iretv). The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

IV. ADJOURNMENT – Chairman Frost  
Meeting adjourned at approximately 5:46 p.m.

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CONSENT AGENDA 12/12/17

**Personnel Recommendations**

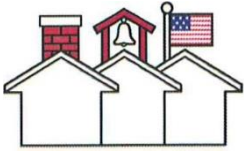
1. Instructional Changes
2. Instructional Leaves  
**Arce, Ana – ESE, 11/3/17 - 11/10/17**  
**Gamez, Viviana – Liberty Magnet 1/26/18 - 5/1/18**  
**Miller, Sonia – Indian River Academy 11/6/17 - 2/20/18**  
Santiago, Tracey – Sebastian River Middle 11/13/17 - 12/21/17
3. Instructional Promotions
4. Instructional Transfers  
**Zakarian, Jackie – from Pelican Island Elementary, Resource Specialist to Citrus Elementary, ESE/VE Teacher 12/11/17**
5. Instructional Separations  
**Gebhardt, Brandi – Indian River Academy, resignation 12/21/17**  
Heckerson, Lauren – ESE, resignation 12/21/17  
Maniscalco, Stephanie – VBHS, resignation 12/5/17  
**Russo, James – Citrus Elementary, resignation 12/1/17**  
**Throckmorton, Rachel – Rosewood Magnet, resignation 1/5/17**
6. Instructional Employment  
Anderson, Katherine – Storm Grove Middle, English/Language Arts Teacher 1/3/18  
**Braaksma, John – Oslo Middle, ESE Teacher 12/13/17**  
**Campbell, Patrice – Dodgertown, Library/Media Specialist 12/21/17**  
Cuddeback, Robert – Oslo Middle, Social Studies Teacher 12/13/17  
Duncklee, Ashley – Citrus Elementary, 1<sup>st</sup> Grade Teacher 12/13/17  
**Failla, Jenna – Glendale Elementary, 3<sup>rd</sup> Grade Teacher 12/13/17**  
Holden, Todd – Oslo Middle, Language Arts Teacher 12/13/17  
**Kastner, Stacy – Vero Beach Elementary, ESE/VE Teacher 12/13/17**  
La Ratondo, Cassandra – Citrus Elementary, 4<sup>th</sup>/5<sup>th</sup> Grade Reading Teacher (sunset position) 12/13/17  
**Lewis, Maximillion – VBHS, Assistant Boys Basketball Coach 12/13/17**
7. Support Staff Changes

8. Support Staff Leaves  
**Chasteen, Kathleen – Transportation, 11/2/17 - 1/3/18**  
**Cromie, Leah – Vero Beach Elementary, 12/20/17- 4/1/18**  
**Hommel, Karen – Oslo Middle, 11/2/17 - 11/22/17**  
**Lewis, Maria – SRHS, 11/2/17 - 1/8/18**  
 Magana, Liliana – Fellsmere Elementary, 9/12/17 - 5/24/18  
**Monroe, Veronsie – VBHS, 11/22/17 - 1/3/18**  
 Montgomery, Irma – Sebastian River Middle, 11/27/17 - 12/21/17  
**Sanfilippo, Pauline – SRHS, 11/6/17 - 1/2/18**
  
9. Support Staff Promotions  
 Francis, Ciera – from Storm Grove Middle, Custodian to Oslo Middle, Teacher Assistant **11/22/17**
  
10. Support Staff Transfers  
 Floyd, Chelsea – from Dodgertown, Teacher Assistant to Oslo Middle, Title I Teacher Assistant 11/22/17  
 Suarez, Vilma – from Gifford Middle, Custodian to Liberty Magnet, Custodian 11/22/17  
 Wimes, Britney – from Pelican Island, .5 Title I Teacher Assistant to Pelican Island, 1.0 ESE Teacher Assistant 11/22/17
  
11. Support Staff Separations  
**Hopskin, Travon – Sebastian River Middle, resignation 12/6/17**  
**Jones, Carole – Sebastian River Middle, retirement 1/31/18**  
**Musselwhite, Terry – Maintenance, retirement 7/6/18**  
**Shaw, Debra – Transportation, entering DROP 12/1/17**  
**Timblin, Gloria – Treasure Coast Elementary, retirement 12/21/17**
  
12. Support Staff Employment  
**Alvarez, Cassandra – Fellsmere Elementary, Extended Day Student Worker 12/13/17**  
**Bilyeu, Matthew – Pelican Island, .5 Title I Teacher Assistant 11/22/17**  
**Church, Crystal – Beachland, Extended Day Program Child Care Assistant 12/13/17**  
**Mezzina, Andrea – Glendale Elementary, School Computer Lab Manager 01/04/18**  
**Prudenti, Anthony – District Wide, ESE Employment Specialist (sunset) 12/13/17**  
**Petrulak, Megan - Extended Day, Student Worker 1/10/18**
  
  
**Renneker, Danae – Extended Day, Child Care Assistant 12/13/17**

**Smykowski, Carol – Human Resources, Secretary II  
(temporary, no benefits) 12/13/17**

13. Administrative Separations
14. Administrative Employment
15. Administrative Leaves
16. Administrative Promotions
17. Approval of Placement in Instructional Substitute Pool  
**Griggs, Anetria – Substitute Teacher 12/13/17**  
**Hussain, Faseeha – Substitute Teacher 12/13/17**  
**Jones, Christine – Substitute Teacher 12/13/17**  
**Kolchin, Karyn – Substitute Teacher 12/13/17**  
**Krauss, Jasmine – Substitute Teacher 12/13/17**  
**Porter, Tina – Substitute Teacher 12/13/17**  
Vold, Timothy – Substitute Teacher 12/13/17  
Ware, Robin – Substitute Teacher 12/13/17
18. Approval of Placement in Support Staff Substitute Pool  
Borruso, Kathryn – Substitute Teacher Assistant 12/13/17  
Gay, Antavia – Food and Nutrition Services, Substitute Food  
Service Assistant 12/13/17  
**Krauss, Jasmine – Substitute Teacher Assistant 12/13/17**  
**Porter, Tina – Substitute Teacher Assistant 12/13/17**
19. Attached is a revised job description for the position of Director of  
Finance

Revised 12/8/17 MC



# School District of Indian River County

6500 57th Street • Vero Beach, Florida, 32967 • Telephone: 772-564-3000 • Fax: 772-564-3054

**Mark J. Rendell, Ed.D. - Superintendent**

November 17, 2017

## MEMORANDUM

**TO:** Dr Mark J. Rendell  
Superintendent of Schools

**FROM:** Carter Morrison  
Assistant Superintendent for Finance & Employee Services

**SUBJECT:** Proposed Reorganization of the District's Finance Department

The purpose of this memorandum is to provide you with information regarding my proposal to reorganize the District's Finance Department.

As you are aware, the Finance Department currently has a Budget Analyst position. The employee that occupies this position has filed paperwork with the Human Resources Department to retire on December 21<sup>st</sup> 2017. As a result of this development, and acting in the best interest of the District, I hereby propose that the position of Budget Analyst be eliminated from the Finance Department's Organizational Chart and the savings from this elimination be used to fund the vacant Director of Finance position.

On June 23<sup>rd</sup> 2015, the School Board approved Superintendent's Organizational Chart. Included in the chart was the creation of the position of Director of Finance that reports directly to the Assistant Superintendent for Finance & Employee Services (Operations). This position was created, approved and funded primarily from the elimination of two Accounting Managers in the Finance Department. However the position has been vacant for approximately 2 year and ½ years primarily due to budget considerations.

With the position of Budget Analyst retiring, I am proposing that the job description of the Director of Finance be revised to incorporate the duties and responsibilities of the Budget Analyst which I have attached to this memorandum.

A financial analysis of the cost to the District of my proposal shows that dependent upon the years of experience of a candidate to fill the Director of Finance position there could be a further savings of \$10,209 or cost of \$9,772 to the District.

I would welcome the opportunity to discuss this with at your earliest convenience.

"Educate and inspire every student to be successful"

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

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

School District of Indian River County  
Analysis of cost to eliminate Budget Analyst position - collapse into Director of Finance duties

<b>Description</b>	<b>Amount</b>
<b>Scenario A - Director Step 0</b>	
Current Budget Analysts Salary + degree supplement	\$91,257
2017-18 Administrative Salary Schedule - Director Step 0	<u>\$81,048</u>
Savings to the District	(\$10,209)
<b>Scenario B- Director Step 15</b>	
Current Budget Analysts Salary + degree supplement	\$91,257
2017-18 Administrative Salary Schedule - Director Step 15	<u>\$101,029</u>
Cost to the District	\$9,772

**Note:**

Based on 2017-18 Board approved Salary Schedule which includes \$1,200 prospective salary increase

# SCHOOL DISTRICT OF INDIAN RIVER COUNTY

## DIRECTOR OF FINANCE

### JOB DESCRIPTION

#### QUALIFICATIONS:

- (1) ~~\_-Bachelor's/Master's\_~~ degree in Business Administration, Accounting or Finance from an accredited ~~educational institution~~ Educational institution.
- (2) Major Course of study in Business Administration and/or Accounting and Finance.
- (3) Certified Public Accountant (CPA) ~~may be substituted for a Master's degree.~~ designation preferred
- (4) ~~\_-~~ Minimum of three~~five~~ years of management experience with responsibilities related to the f ~~financial/~~ business operations of a school district or comparable government experiences with operating budgets in excess of \$1~~1~~50 million annually.
- (5) ~~-~~ Satisfactory criminal background check and drug screening.

#### KNOWLEDGE, SKILLS AND ABILITIES:

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

#### REPORTS TO:

Assistant Superintendent for Finance ~~/~~& Employee Services Operations

#### JOB GOAL

To assist in managing the school district's monetary resources efficiently and effectively, protecting district assets, and ensure that all areas of responsibility are operated in an efficient and cost effective manner and that timely and accurate information is available for use by the district and that the district's assets are maximized and safeguarded.

#### SUPERVISES:

Assigned Personnel

#### PERFORMANCE RESPONSIBILITIES:

##### Service Delivery

- \*(1) Direct the accounting for receipts and expenditures of district funds and ensure that appropriate ledgers are maintained in conformity with generally accepted accounting principles.
- \*(2) Direct the preparation of Superintendent's a Annual f Financial Report, budget, CAFR, e Cost Report and - other financial reports.
- \*(3) Review, Prepare applications for short term borrowing process and distribute all completed



## DIRECTOR OF FINANCE (Continued)

- \* (4) department and school budgets and amendments and maintain related files  
Establish and monitor procedures which ensure timely and accurate reconciliation of bank accounts, payment of payrolls and properly documented invoices and vouchers taking advantage of allowable discounts.
- \* (5) Monitor and report on budget performance in schools and district departments.
- \* (6) Approve all journal entries and disbursement vouchers.
- \* (7) Prepare monthly cash flow projections and make appropriate recommendations to ensure the availability of funds to pay current obligations.
- \* (8) Prepare requests for disbursement of state and federal funds.
- \* (9) Prepare budget amendments for School Board action.
- \* (10) Monitor the administration of contracts.
- \* (11) Assist with the maintenance of personal property records.

### Inter/Intra-Agency Communication and Delivery

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

### Professional Growth and Improvement

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

### Systemic Functions

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

### Leadership and Strategic Orientation

**DIRECTOR OF FINANCE (Continued)**

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

\*Essential Performance Responsibilities

**PHYSICAL REQUIREMENTS:**

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

**TERMS OF EMPLOYMENT:**

Administrative Grade VII

250 day contract (12 Months)

**EVALUATION:**

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



## Sebastian River High School Bands

9001 Shark Boulevard  
Sebastian, FL 32958

**ASHBY GOLDSTEIN**  
DIRECTOR OF BANDS

**CHASE JONES**  
ASSOCIATE DIRECTOR

**DOUG MOSER**  
ASSOCIATE DIRECTOR

September 22, 2017

Dr. Peggy Jones

Mr. Ashby Goldstein (band director) and Mr. Welsh (Color Guard Director), is requesting permission for the Sebastian River High School Color Guard to travel and compete in the Winter Guard International Regional Competition in Atlanta, Georgia Friday, March 2<sup>nd</sup> – Sunday, March 4<sup>th</sup>, 2018. The SRHS Band Boosters will cover all associated costs and fees. Please see the basic itinerary below:

### SRHS Color Guard Atlanta WGI Regionals Tentative schedule:

#### Friday March 2 - leaving @ approximately 2:00 pm

Depart for Gainesville

Dinner at Oaks Mall in Gainesville

Rehearsal at Oak Hall School (10 minutes away from the mall)

Depart for Atlanta

Depart for hotel (Wingate by Wyndham Atlanta Airport Fairburn- 7882 Senoia Road, Fairburn, GA 30213)

#### Saturday March 3:

Depart for McEachern High School (Powder Springs, GA)

Rehearsal at Kedron Fieldhouse and Aquatic Center

Depart for hotel

#### Sunday March 4:

Depart TBA based on Prelims results

Lunch TBA based on Prelims results

Depart for SRHS between 3:30-4:00pm with a dinner stop in Valdosta, GA area.

American Viking (7845 12t9h Street, Sebastian, FL 32958) has been contracted to provide bus service. A contract is on file with the Wyndham Atlanta Airport Fairburn hotel (address above).

The Color Guard attended this event last year and have had great success! They have my support to compete in this WGI Regional. Thank you in advance for your attention to this request.

Sincerely,

Todd Racine



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One Nationwide Plaza • Columbus, Ohio 43215

Administrative Office:

8877 North Gainey Center Drive • Scottsdale, Arizona 85258

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Special Event Supplemental General Liability Application

(Complete in addition to ACORD General Liability Application)

Name of Applicant: School District of Indian River County

Web site Address: www.indianriverschools.org

1. Description of event (attach any flyers, brochures, etc.): Winter Guard International Competition in Atlanta, GA March 2-4, 2018

Maximum daily attendance: Total attendance: Sales: \$0

Length of event: 3 days Estimated age group of audience: From 14 to 18

No. of Participants: 30 Do participants sign waiver of liability agreements? Yes No

2. Applicant's experience in conducting events of this or similar nature: Yes. Many, many times

Is applicant an event coordinator? Yes No

3. Rides:

Will rides be provided? Yes No

If yes, type of rides:

Will ride operators hold applicant harmless? Yes No

Does applicant have certificates of insurance from the ride vendors? Yes No

Rides inspected? Yes No

Do rides have signs clearly marking age, height, and size limitations? Yes No

Will applicant be in compliance with state laws regulating amusement ride inspections? Yes No

4. Entertainment:

Will live entertainment be provided? Yes No

If yes, describe:

If a concert, type of music: classical jazz rap blue grass country/western gospel R&B alternative hard rock heavy metal hip-hop gothic other (describe):

Any special effects for the concert? Yes No

If yes, describe:

If fireworks are planned, is pyrotechnician licensed? Yes No

Distance between fireworks staging area and audience?

Spectators allowed in fireworks staging area? Yes No

Will firemen be present? Yes No

5. **Bicycle/Running Event:**

Is the route surface free of hazards and clearly marked? .....  Yes  No

Will all pedestrians and vehicular traffic be rerouted? .....  Yes  No

6. **Under 21 Dance, Grad Night or Prom:**

Are students allowed to leave and return? .....  Yes  No

7. **Haunted House:**

Describe building and construction: \_\_\_\_\_

Age: \_\_\_\_\_ Condition: \_\_\_\_\_

Are there separate entrances and exits? .....  Yes  No

Has the house been inspected by a Fire Marshall? .....  Yes  No

Does the house meet all local, city and state codes? .....  Yes  No

Describe any temporary structures: \_\_\_\_\_

Are the following present? .....  Yes  No

- Unlit stairs                       Moveable Floors                       Sinking Floors
- Slides                                       Suspended Bridges                       Electric Shock Devices
- Fire or Flash Powders

Describe special effects: \_\_\_\_\_

Does applicant have lead and follow-up guides? .....  Yes  No

Ratio of attendants to the public: \_\_\_\_\_ Number of persons per group: \_\_\_\_\_

Age of clients: \_\_\_\_\_ Are children supervised? .....  Yes  No

Does applicant have a door monitor? .....  Yes  No

Does applicant have the public participate in stunts? .....  Yes  No

Does anyone touch the public? .....  Yes  No

If yes, explain: \_\_\_\_\_

Does applicant have a gift shop or concession stand? .....  Yes  No

If yes, receipts: \_\_\_\_\_

8. **Parade:**

Will souvenirs or other items be thrown into the crowd? .....  Yes  No

If yes, what is thrown: \_\_\_\_\_

Animals in the parade are: \_\_\_\_\_

Are all of the animals insured against third-party liability claims by the owner? .....  Yes  No

If yes, what are the minimum liability limits required of the owners: \_\_\_\_\_

Length of parade route: \_\_\_\_\_ Number of floats: \_\_\_\_\_ Number of Equestrians: \_\_\_\_\_

Number of bands: \_\_\_\_\_ Number of motorized vehicles and/or floats: \_\_\_\_\_

9. **Rodeo:**

Name(s) of rodeo promoter/company/stock contractor: \_\_\_\_\_

Does the rodeo board the stock in the applicant's facility overnight?.....  Yes  No  
Does the rodeo company maintain responsibility for security of stalls/pens used to board the stock?.....  Yes  No  
Are the transfer areas between the animal pens and the competition restricted from the general public?.....  Yes  No  
Rodeo arena specifics:  Indoors  Outdoors  Permanent  Temporary

10. **Political Rally:**

Please describe: \_\_\_\_\_  
\_\_\_\_\_

11. **Security** (indicate type and number of each):

Independent security co.: \_\_\_\_\_  Off-duty police: \_\_\_\_\_  
 Employed security: \_\_\_\_\_  Chaperons: \_\_\_\_\_  
Is there a written emergency plan in the event of an accident? .....  Yes  No  
Does independent security company provide a certificate of insurance?.....  Yes  No  
Do they hold the applicant harmless?.....  Yes  No

12. **Stadiums:**

Are bleachers or platforms to be used?.....  Yes  No  
If yes, type:  portable  permanent  
Back and side railings provided? .....  Yes  No  
Construction:  Wood  Steel  Concrete  
Height in feet: \_\_\_\_\_ Age of bleachers or platform: \_\_\_\_\_  
Are patrons protected from, and warned against, potential flying objects?.....  Yes  No  
Are patrons allowed on the field, track or pit area? .....  Yes  No  
Is public address system clearly audible in all parts of the facility?.....  Yes  No  
Is there a backup electrical supply for lighting and the public address system?.....  Yes  No  
Are premises entrances/exits well lit?.....  Yes  No

13. **Traffic Control:**

Who is responsible for crowd and traffic control? \_\_\_\_\_  
Are parking areas smooth with clearly marked parking areas and exit roads?.....  Yes  No  
Is parade route able to handle size and height of floats and are cross streets barricaded? .....  Yes  No

14. **Liquor:**

Is liquor to be served by applicant? .....  Yes  No  
If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

Does applicant want Host Liquor? .....  Yes  No  
Is liquor to be served by others?.....  Yes  No  
If yes, do they have Liquor Liability coverage?.....  Yes  No

15. **First Aid:**

Will first aid facilities be provided at the event?.....  Yes  No  
If yes, describe: We bring our own medical chaperone(s)  
If yes, who will be in charge of the facilities?  Doctors  Nurses  Others: parent volunteers

16. If applicant is the sponsor, does the operator have liability insurance? .....  Yes  No  
If yes, name of insurance carrier: \_\_\_\_\_ and policy limits of liability: \$ \_\_\_\_\_

17. **Hold-harmless Agreements:**

Is applicant held harmless by others? .....  Yes  No

Does applicant agree to hold any third party harmless? .....  Yes  No

If yes, who? \_\_\_\_\_

Is applicant naming anyone as additional insured? .....  Yes  No

If yes, who and why? \_\_\_\_\_

**APPLICABLE IN THE STATE OF NEW YORK:**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**FRAUD WARNING:**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PRODUCER'S SIGNATURE: *Ashley Koltster* DATE: 9/27/17

APPLICANT'S SIGNATURE: *Ashley Koltster* DATE: 9/27/17

AGENT NAME: Regina Lucente AGENT LICENSE NUMBER: A159817

**(Applicable to Florida Agents Only.)**

IOWA LICENSED AGENT: \_\_\_\_\_

Over Night Trip Request Form

Date Submitted 10/20/17 Date of Trip March 2-4, 2018
This form is to be completed, signed, and returned to Bookkeeper FIRST at least 60 days prior to the date of the activity.
The (organization or class) SPLS Winterguard requests permission to sponsor the following field trip
Winter Guard International Atlanta Regional
(Activity name)

This trip will depart on 3/2/17 (date) at 2:00pm (time) and return on 3/4/17 (date) at 10:00pm (time).

Destination Atlanta, GA

Accommodation Location (overnight only) Win gate - 7882 Serena Road tel. # 770-892-3006
Fairburn, GA 30213

The academic purpose of this trip is (specify student performance standards):
Competition

What instruction will occur prior to the trip? lots of detailed choreography

What follow-up activities will strengthen the learning after the trip? Judges comments implemented
(please add a separate sheet of paper if needed)

We plan to charge \$ per student. - Trip is a part of band/guard fees

Number of students attending 28 # of Chaperones 4-6 (1 per 10 students)

Please attach a list of the Chaperones to this sheet - not known at this time

Transportation Company American Viking Tel. # 772-453-6933

Sponsor's name Jeff Welsh / Ashby Goldstein

Work tel. # 772-564-4175 Cell tel. #

Is there a "per student" charge? If yes, how much?

Is a substitute teacher needed? Approximate cost of substitute teacher

Approval of Request:

[Signature] Sponsor/Person requesting

[Signature] Back up Sponsor

N/A Bookkeeper

Activities Director/ A.P.

Risk Management/Insurance approval (if necessary)

[Signature] Administrator signature

School Board (if necessary)





## Sebastian River High School Bands

9001 Shark Boulevard  
Sebastian, FL 32958

**ASHBY GOLDSTEIN**  
DIRECTOR OF BANDS

**CHASE JONES**  
ASSOCIATE DIRECTOR

**DOUG MOSER**  
ASSOCIATE DIRECTOR

September 22, 2017

Dr. Peggy Jones

Mr. Ashby Goldstein (band director) and Mr. Welsh (Color Guard Director), are requesting permission for the Sebastian River High School Color Guard to travel and compete in the Winter Guard International National Competition in Dayton, OH Wednesday, April 11<sup>th</sup> – Sunday, April 15<sup>th</sup>, 2018. The SRHS Band Boosters will cover all associated costs and fees. Please see the basic itinerary below:

**SRHS Color Guard Atlanta WGI Regionals Tentative schedule:**  
**Dayton Ohio – WGI Nationals - leave at 12:01 AM - Wednesday April 11th.**

Depart for Ohio  
PM - rehearsal in Ohio  
PM - check in to hotel – Home2 Suites by Hilton, 7145 Liberty Centre Drive, Liberty Township, OH 45069

**Thursday April 12th:**

- Breakfast at hotel
- 45 minutes to Prelims venue/ rehearsal in evening

**Friday April 13th:**

- Breakfast at hotel
- 45 minutes to Semi-Finals venue
- Possible rehearsal in evening

**Saturday April 14th:**

- Breakfast at hotel
- Finals performance at Nutter Center
- Watch groups at UD Arena (30 minutes away)

**Sunday April 15th:**

12:01AM - depart for Sebastian

American Viking (7845 1219h Street, Sebastian, FL 32958) has been contracted to provide bus service. A contract is on file with the Home2 Suites by Hilton (address above).

The Color Guard attended this event last year and have had great success! They are aiming to make Finals this year and have my support to compete in this WGI National event! Thank you in advance for your attention to this request.

Sincerely,

Todd Racine



SCOTTSDALE INSURANCE COMPANY®

Home Office:

One Nationwide Plaza • Columbus, Ohio 43215

Administrative Office:

8877 North Gainey Center Drive • Scottsdale, Arizona 85258

1-800-423-7675 • Fax (480) 483-6752

www.scottsdaleins.com

Special Event Supplemental General Liability Application

(Complete in addition to ACORD General Liability Application)

Name of Applicant: School District of Indian River County

Web site Address: www.indianriverschools.org

1. Description of event (attach any flyers, brochures, etc.): Winter Guard International World Competition in Dayton, OH April 11-15, 2018

Maximum daily attendance: Total attendance: Sales: \$0

Length of event: 5 days Estimated age group of audience: From 14 to 18

No. of Participants: 30 Do participants sign waiver of liability agreements? [X] Yes [ ] No

2. Applicant's experience in conducting events of this or similar nature: Yes. Many, many times

Is applicant an event coordinator? [ ] Yes [X] No

3. Rides:

Will rides be provided? [ ] Yes [ ] No

If yes, type of rides:

Will ride operators hold applicant harmless? [ ] Yes [ ] No

Does applicant have certificates of insurance from the ride vendors? [ ] Yes [ ] No

Rides inspected? [ ] Yes [ ] No

Do rides have signs clearly marking age, height, and size limitations? [ ] Yes [ ] No

Will applicant be in compliance with state laws regulating amusement ride inspections? [ ] Yes [ ] No

4. Entertainment:

Will live entertainment be provided? [ ] Yes [X] No

If yes, describe:

If a concert, type of music: [ ] classical [ ] jazz [ ] rap [ ] blue-grass [ ] country/western [ ] gospel [ ] R&B [ ] alternative [X] hard rock [ ] heavy metal [ ] hip-hop [ ] gothic [ ] other (describe):

Any special effects for the concert? [ ] Yes [ ] No

If yes, describe:

If fireworks are planned, is pyrotechnician licensed? [ ] Yes [ ] No

Distance between fireworks staging area and audience?

Spectators allowed in fireworks staging area? [ ] Yes [ ] No

Will firemen be present? [ ] Yes [ ] No

5. **Bicycle/Running Event:**

Is the route surface free of hazards and clearly marked? .....  Yes  No  
Will all pedestrians and vehicular traffic be rerouted? .....  Yes  No

6. **Under 21 Dance, Grad Night or Prom:**

Are students allowed to leave and return? .....  Yes  No

7. **Haunted House:**

Describe building and construction: \_\_\_\_\_

Age: \_\_\_\_\_ Condition: \_\_\_\_\_

Are there separate entrances and exits? .....  Yes  No

Has the house been inspected by a Fire Marshall? .....  Yes  No

Does the house meet all local, city and state codes? .....  Yes  No

Describe any temporary structures: \_\_\_\_\_

Are the following present? .....  Yes  No

- Unlit stairs                       Moveable Floors                       Sinking Floors
- Slides                                       Suspended Bridges                       Electric Shock Devices
- Fire or Flash Powders

Describe special effects: \_\_\_\_\_

Does applicant have lead and follow-up guides? .....  Yes  No

Ratio of attendants to the public: \_\_\_\_\_ Number of persons per group: \_\_\_\_\_

Age of clients: \_\_\_\_\_ Are children supervised? .....  Yes  No

Does applicant have a door monitor? .....  Yes  No

Does applicant have the public participate in stunts? .....  Yes  No

Does anyone touch the public? .....  Yes  No

If yes, explain: \_\_\_\_\_

Does applicant have a gift shop or concession stand? .....  Yes  No

If yes, receipts: \_\_\_\_\_

8. **Parade:**

Will souvenirs or other items be thrown into the crowd? .....  Yes  No

If yes, what is thrown: \_\_\_\_\_

Animals in the parade are: \_\_\_\_\_

Are all of the animals insured against third-party liability claims by the owner? .....  Yes  No

If yes, what are the minimum liability limits required of the owners: \_\_\_\_\_

Length of parade route: \_\_\_\_\_ Number of floats: \_\_\_\_\_ Number of Equestrians: \_\_\_\_\_

Number of bands: \_\_\_\_\_ Number of motorized vehicles and/or floats: \_\_\_\_\_

9. **Rodeo:**

Name(s) of rodeo promoter/company/stock contractor: \_\_\_\_\_

Does the rodeo board the stock in the applicant's facility overnight?.....  Yes  No  
Does the rodeo company maintain responsibility for security of stalls/pens used to board the stock?.....  Yes  No  
Are the transfer areas between the animal pens and the competition restricted from the general public?.....  Yes  No  
Rodeo arena specifics:  Indoors  Outdoors  Permanent  Temporary

10. **Political Rally:**

Please describe: \_\_\_\_\_  
\_\_\_\_\_

11. **Security** (indicate type and number of each):

Independent security co.: \_\_\_\_\_  Off-duty police: \_\_\_\_\_  
 Employed security: \_\_\_\_\_  Chaperons: \_\_\_\_\_  
Is there a written emergency plan in the event of an accident? .....  Yes  No  
Does independent security company provide a certificate of insurance?.....  Yes  No  
Do they hold the applicant harmless?.....  Yes  No

12. **Stadiums:**

Are bleachers or platforms to be used?.....  Yes  No  
If yes, type:  portable  permanent  
Back and side railings provided?.....  Yes  No  
Construction:  Wood  Steel  Concrete  
Height in feet: \_\_\_\_\_ Age of bleachers or platform: \_\_\_\_\_  
Are patrons protected from, and warned against, potential flying objects?.....  Yes  No  
Are patrons allowed on the field, track or pit area? .....  Yes  No  
Is public address system clearly audible in all parts of the facility?.....  Yes  No  
Is there a backup electrical supply for lighting and the public address system?.....  Yes  No  
Are premises entrances/exits well lit?.....  Yes  No

13. **Traffic Control:**

Who is responsible for crowd and traffic control? \_\_\_\_\_  
Are parking areas smooth with clearly marked parking areas and exit roads?.....  Yes  No  
Is parade route able to handle size and height of floats and are cross streets barricaded?.....  Yes  No

14. **Liquor:**

Is liquor to be served by applicant? .....  Yes  No  
If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
Does applicant want Host Liquor?.....  Yes  No  
Is liquor to be served by others?.....  Yes  No  
If yes, do they have Liquor Liability coverage?.....  Yes  No

15. **First Aid:**

Will first aid facilities be provided at the event?.....  Yes  No  
If yes, describe: We bring our own medical chaperones  
If yes, who will be in charge of the facilities?  Doctors  Nurses  Others: parent volunteers

16. If applicant is the sponsor, does the operator have liability insurance?.....  Yes  No

If yes, name of insurance carrier: \_\_\_\_\_ and policy limits of liability: \$ \_\_\_\_\_

17. **Hold-harmless Agreements:**

Is applicant held harmless by others? .....  Yes  No

Does applicant agree to hold any third party harmless? .....  Yes  No

If yes, who? \_\_\_\_\_

Is applicant naming anyone as additional insured? .....  Yes  No

If yes, who and why? \_\_\_\_\_

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PRODUCER'S SIGNATURE: *Ashley Koltz* DATE: 9/27/17

APPLICANT'S SIGNATURE: *Ashley Koltz* DATE: 9/27/17

AGENT NAME: Regina Lucente AGENT LICENSE NUMBER: A159817

**(Applicable to Florida Agents Only.)**

IOWA LICENSED AGENT: \_\_\_\_\_

# Over Night Trip Request Form

Date Submitted 10/20/17

Date of Trip April 11-15, 2018

This form is to be completed, signed, and returned to Bookkeeper FIRST at least 60 days prior to the date of the activity.

The (organization or class) SRLHS Winterguard requests permission to sponsor the following field trip  
Winterguard International World Championships  
(Activity name)

This trip will depart on 4/11/18 (date) at 12:00 AM (time) and return on 4/15/18 (date) at 11:00 pm (time).

Destination Dayton, OH

Accommodation Location (overnight only) Home 2 Suites - 745 Liberty Center Dr. Liberty Township, OH tel. # 513-644-2207 45069

The academic purpose of this trip is (specify student performance standards):

Competition

What instruction will occur prior to the trip? lots of detailed choreography

What follow-up activities will strengthen the learning after the trip? Judges comments implemented  
(please add a separate sheet of paper if needed)

We plan to charge \$ \_\_\_\_\_ per student. trip is a part of band/guard fees

Number of students attending 28 # of Chaperones 4-6 (1 per 10 students)

Please attach a list of the Chaperones to this sheet -not known at this time

Transportation Company American Viking Tel. # 772-453-6933

Sponsor's name Jeff Welsh / Ashby Goldstein

Work tel. # 564-4175 Cell tel. # \_\_\_\_\_

Is there a "per student" charge? \_\_\_\_\_ If yes, how much? \_\_\_\_\_

Is a substitute teacher needed? \_\_\_\_\_ Approximate cost of substitute teacher \_\_\_\_\_

## Approval of Request:

[Signature] Sponsor/Person requesting

[Signature] Back up Sponsor

N/A Bookkeeper

\_\_\_\_\_ Activities Director/ A.P.

\_\_\_\_\_ Risk Management/Insurance approval (if necessary)

[Signature] Administrator signature

\_\_\_\_\_ School Board (if necessary)

**From:** [Smith, Judy](#)  
**To:** [Nelson, Karen](#)  
**Subject:** FW: approved  
**Date:** Thursday, November 16, 2017 4:25:50 PM

---

**From:** Jones, Peggy  
**Sent:** Thursday, November 16, 2017 4:04 PM  
**To:** Dampier, Pamela <Pamela.Dampier@indianriverschools.org>  
**Cc:** Enriquez, Teresa <Teresa.Enriquez@indianriverschools.org>; Smith, Judy <Judy.Smith@indianriverschools.org>  
**Subject:** approved

Theresa approved the SRHS trip for insurance.  
It can go on Leadership. Doc

Dr. Peggy Jones  
Executive Director for Secondary Education  
Indian River School District  
772-564-3209

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**Citrus Elementary School**  
2771 Citrus Road \* Vero Beach, Florida 32968  
Telephone: (772) 978-8350 \* Fax: (772) 978-8351

**Kimberly Garcia**  
*Principal*

**Susanna DiDomizio**  
*Assistant Principal*

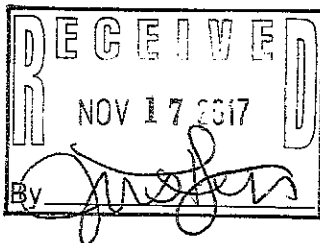
Date: November 15, 2017  
To: School Board Members  
From: Mrs. Kimberly Garcia, Principal  
Regarding: Request for Approval of Donation

A donation of \$1,000.00, was received from Proctor Construction Company. The funds are to be used at Citrus Elementary School for the classroom of Mrs. Laurie Hoover and the 2017-2018 parades.

These funds were deposited into Citrus Elementary School internal funds account entitled, Laurie Hoover, 2<sup>nd</sup> Grade Class, #3201.00.



\_\_\_\_\_  
Mrs. Kimberly Garcia  
Principal, Citrus Elementary School



# Rosewood Magnet School

3850 16th Street ☼ Vero Beach, FL 32960

(772) 564-3840 ☼ Fax (772) 564-3888

*"A Rich Tradition, A Bright Future"*

An Honor Roll School



Date: November 6, 2017


To: School Board Members

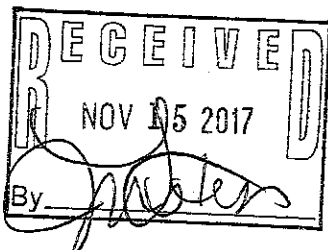
From: Casandra Flores, Principal

Regarding: Donation

Rosewood Magnet School received a donation of \$2,000.00 from Rosewood Magnet PTA to offset cost of the 5<sup>th</sup> grade Sea World field trip.

These funds were deposited into Rosewood Magnet's internal funds.

  
\_\_\_\_\_  
Casandra Flores, Principal



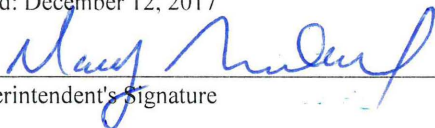
**FLORIDA DEPARTMENT OF EDUCATION  
FINANCIAL MANAGEMENT SECTION  
AMENDMENT TO DISTRICT SCHOOL BUDGET**

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
Amendment # 1 - September through October 2017  
General Fund**

ESTIMATED REVENUE					
	Function	Beginning Budget	Increase	Decrease	Revised Budget
<b>Grand Totals</b>		174,493,372.79	75,894.85	46,731.34	174,522,536.30
Federal Direct Sources	3100	165,000.00	0.00	0.00	165,000.00
Federal Through State Sources	3200	350,000.00	0.00	0.00	350,000.00
State Sources	3300	45,262,024.00	0.00	39,419.00	45,222,605.00
Local Sources	3400	97,944,609.18	75,894.85	0.00	98,020,504.03
Transfers	3600	5,383,949.00	0.00	7,312.34	5,376,636.66
Other Financing Sources	3700	135,000.00	0.00	0.00	135,000.00
Fund Equity	2700	25,252,790.61	0.00	0.00	25,252,790.61
APPROPRIATIONS					
	Function	Beginning Budget	Increase	Decrease	Revised Budget
Instructional Services	5000	101,544,579.26	209,102.34	0.00	101,753,681.60
Pupil Personnel Services	6100	3,609,171.77	70,917.17	0.00	3,680,088.94
Instructional Media Services	6200	1,825,416.62	46,216.22	0.00	1,871,632.84
Instructional Curriculum Development	6300	4,672,473.53	0.00	303,280.47	4,369,193.06
Instructional Staff Training	6400	1,608,800.19	290,611.82	0.00	1,899,412.01
Instructional Related Technology	6500	10,072,262.19	0.00	32,127.15	10,040,135.04
Board of Education	7100	1,357,926.24	267,875.91	0.00	1,625,802.15
General Administration	7200	887,612.10	0.00	562.09	887,050.01
School Administration	7300	9,239,103.37	6,655.63	0.00	9,245,759.00
Facilities Acquisition and Construction	7400	665,517.81	0.00	2,800.00	662,717.81
Fiscal Services	7500	1,185,416.74	0.00	127.00	1,185,289.74
Food Services	7600	0.00	0.00	0.00	0.00
Central Services	7700	2,268,426.69	2,521.86	0.00	2,270,948.55
Transportation Services	7800	4,615,645.69	8,473.67	0.00	4,624,119.36
Operation Services	7900	12,451,370.07	0.00	115,082.27	12,336,287.80
Maintenance Services	8100	2,811,039.10	506,802.36	0.00	3,317,841.46
Administrative Technology Services	8200	3,687,138.47	64,668.72	0.00	3,751,807.19
Community Services	9100	0.00	0.00	0.00	0.00
Debt Services	9200	94,155.00	0.00	0.00	94,155.00
Transfers	9700	3,943,925.81	0.00	0.00	3,943,925.81
Budgeted Fund Balance		7,953,392.14	0.00	990,703.21	6,962,688.93
<b>Grand Totals</b>		174,493,372.79	1,473,845.70	1,444,682.19	174,522,536.30

Adopted By Board: December 12, 2017

District Superintendent's Signature



CS 11/28/17

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# General Fund - Amendment # 1

## ESTIMATED REVENUES

Total estimated revenues increased by \$29,163.51 from September and October 2017

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

\$	(292,126.00)	- Decrease estimated revenue budget for the Lottery Funds
	212,902.00	- Increase estimated revenue budget for the School Recognition Funds
	39,805.00	- Increase estimated revenue budget for the Instructional Leadership and Faculty Development Grant
<u>\$</u>	<u>(39,419.00)</u>	

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

\$	70,152.75	- Increase estimated revenue budget for the Moonshot Partnership grant
	5,742.10	- Increase estimated revenue budget for collection of internal accounts reimbursement - Various Schools
<u>\$</u>	<u>75,894.85</u>	

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

\$	(7,312.34)	- Decrease in budgeted transfer for State Charter School Capital Outlay funds
<u>\$</u>	<u>(7,312.34)</u>	

## APPROPRIATIONS

Changes in the Appropriations budget changes are reflected as follows:

(44,101.54)	- Decrease appropriations budget for anticipated drop in FTE - CAPE funds	
(7,312.34)	- Decrease appropriations budget for Charter School Capital Outlay	
16,500.00	- Increase appropriations budget for Marzano training	
5,742.10	- Increase appropriations budget for collection of internal accounts reimbursement - Various Schools	
(79,224.00)	- Decrease appropriations budget School Recognition funds"	
305,512.70	- Increase appropriations budget for the Charter School Millage Debt Service - FY 2017-18	
39,805.00	- Increase estimated appropriations budget for the Instructional Leadership and Faculty Development Grant	
70,152.75	- Increase estimated appropriations budget for the Moonshot Partnership grant	
712,792.05	- Increase estimated budget for Hurricane IRMA - preparation, shelter and repairs	
<u>\$</u>	<u>1,019,866.72</u>	Net increase in appropriations budget

## BUDGETED FUND BALANCE:

The Budgeted Fund Balance decreased by \$990,703.21 in the months of September and October 2017

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**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FOR CONTRACTED SERVICES  
(involving student data)**

**THIS AGREEMENT**, entered into this 13<sup>th</sup> day of December, 2017 by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "School Board", and Alonzo Sign Language Interpreting, LLC (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR", is as follows:

**1. SCOPE OF WORK**

The Contractor shall, in a satisfactory and proper manner as determined by the Superintendent, perform the following:

Nature of Contracted Services:

EDUCATIONAL SIGN LANGUAGE INTERPRETER shall provide services at prescribed schools or at the office location on an as needed basis. Services shall be authorized by the SCHOOL BOARD representative.

Contractor shall be Provided Access to the Following Student Data:

Individual Education Exceptional Student Education Records (including referral, eligibility staffing, Individual Education Plans, etc.

Anticipated Outcome of Contracted Services:

The SCHOOL BOARD will authorize EDUCATIONAL SIGN LANGUAGE INTERPRETER to perform service on a case-by-case basis. The SCHOOL BOARD shall exercise no control over services provided by the EDUCATIONAL SIGN LANGUAGE INTERPRETER except to ensure the quality and appropriateness of services provided by the EDUCATIONAL SIGN LANGUAGE INTERPRETER to the SCHOOL BOARD.

Location of Contracted Service:

Various district schools.

Date(s)/Hours of Service:

Services will be provided by the HEARING INTERPRETER as authorized by the designated representative. Services will be paid at the hourly rate for no more than 7.5 hours per day as needed for days determined by the School Board representative. Services for extracurricular activities will be paid at the hourly rate not to exceed two (2) additional hours per day. In the event that hours for extracurricular activities are expected to exceed 2.0 hours per event, prior approval must be granted by the Director of

Exceptional Student Education with a written notice of explanation. The request will be submitted to the Exceptional Student Education Department two weeks before the actual date of service to allow time for review of the proposed request. Such request will be submitted, acknowledged, and approved or denied by the Director of Exceptional Student Education within 5 days.

## **2. TERM OF AGREEMENT**

The Contractor shall commence performance of the Agreement on the 13<sup>th</sup> day of December, 2017 and shall complete performance to the satisfaction of the Superintendent no later than the 30th day of June, 2018.

## **3. COMPENSATION**

The Contractor compensated at the rate of \$50.00 per hour, not to exceed 7.5 hours per day, for ongoing assignments accepted that are at minimum half a semester, 45 days, as determined by the School Board representative. Services for extracurricular activities will be paid at the rate of \$50 per hour not to exceed two (2) additional hours per day unless prior approval is granted. The Contractor will be compensated at the rate of \$65 per hour for services provided on a substitute basis. If applicable, Extended School Year will not exceed 5 hours per day for required days. Agreement shall not exceed \$150,000.00, which shall constitute the maximum amount payable under this Agreement. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

## **4. PAYMENT SCHEDULE**

Payment will be generated by the School Board's Accounts Payable Department within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

- Partial payments upon receipt of invoice/s for services provided. Paid according Accounts Payable schedule for check runs.

## **5. REGULATIONS & ORDINANCES**

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.



## **6. CONFIDENTIALITY OF STUDENT RECORDS**

For the purposes of performing the above scope of services only, Contractor is hereby designated a school official for the purposes of receiving limited confidential student information and the Contractor shall remain under the direct control of the School Board with respect to the use and maintenance of the confidential student information. Contractor acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the purpose listed in paragraph 1 above and for no other purpose. Upon the completion of the services, Contractor shall return to School Board all original and any copies of the confidential student information, and shall not retain any confidential student information. As Contractor will be receiving student information that is otherwise confidential, Contractor shall fully comply with the requirements of § 1002.22 and § 1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this provision, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School Board arising out of the breach of this provision by the Contractor, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that the Contractor shall either intentionally or negligently violate this provision, or § 1002.22 or § 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon the Contractor until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

## **7. ENTIRE AGREEMENT**

It is understood and agreed that this Agreement including Purchase Order Terms & Conditions, contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

## **8. GOVERNING LAW; VENUE**

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

## **9. INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

Contractor shall, in addition to any other obligation to indemnify the School Board of Indian River County, Florida, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or liens, claims or actions made by the Contractor or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

## **10. DUTY TO DEFEND**

The Contractor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to Contractor's performance under this Agreement.

## **11. CANCELLATION / TERMINATION**

In the event any of the provisions of this agreement are violated by the Contractor, the Superintendent or designee, shall give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School Board of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School Board of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) days prior written notice to the Contractor. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board of Indian River County shall only

be required to pay to the Contractor that amount of the contract actually performed to the effective date of termination.

## **12. EQUAL EMPLOYMENT OPPORTUNITY**

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with 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).

## **13. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpting, and transcribing. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Contractor shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the Contractor must be transferred to School Board at no cost. If records are stored electronically, the records must be provided in a compatible format to School Board's operating system.

## **14. PATENTS, COPYRIGHTS AND ROYALTIES**

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-

party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

### **15. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Indian River County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by School Board, the School Board will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on School Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction (s) of any offense enumerated in School Board Policy 8475 within 48 hours of its occurrence.

Contractor agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

#### **16. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

As per School Board Rule 1113, it is the policy that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties.

It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

#### **17. COMPLIANCE WITH BOARD POLICIES**

I certify agreement with the following School Board Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

## **18. ASSIGNMENT**

This Agreement may not be assigned nor may any assignment of monies due, or to become due to Contractor, be assigned without the prior written agreement of The School Board of Indian River County, Florida. If Contractor attempts to make such an assignment, such attempt shall constitute a condition of default.

## **19. DEBARMENT**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, 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 the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 19(a) – (e) above, with respect to Contractor or its principals.

## **20. CONDUCT WHILE ON SCHOOL PROPERTY**

The Contractor acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board Policies and subject to the administrator of designee. It will be considered a breach of this Agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

## **21. NO WAIVER**

Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board.

## **22. 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, or national or ethnic origin.

## **23. NO TAXES**

The School Board is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

## **24. WRITTEN NOTICE DELIVERY**

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**Contractor/Vendor Address.** The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

Contractor/Vendor:	Alonzo Sign Language Interpreting, LLC
Contact's Name/Title: Attn:	Wayne A. Alonzo, Owner
Address:	PO box 351888 Palm Coast, FL 32135

**School Board's Address.** The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

School Board of Indian River County  
Attn: Superintendent Mark J. Rendell, Ed.D  
6500 57th Street  
Vero Beach, Florida 32967

**With a copy to:**

Department: Student Services & Exceptional Student Education  
Department Director: Heather Clark, Director of Exceptional Student Education  
Address: 6500 57th Street  
Vero Beach, Florida 32967

## **25. INSURANCE REQUIREMENTS**

During the term of this Agreement, the Contractor shall maintain the following insurance coverage in accordance with the requirements hereinafter stated:

- i. Commercial general liability coverage with limits of at least \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
- ii. Automobile liability coverage of at least \$200,000.00 per occurrence; \$600,000.00 aggregate.
- iii. Professional liability or errors and omissions insurance with coverage of at least \$100,000.00 per occurrence; \$300,000.00 aggregate.

The insurance shall be issued by insurers licensed and authorized to issue policies of insurance in Florida, and each policy required shall be issued by a carrier with preferably a BEST rating of A+ or better. THE SCHOOL BOARD OF INDIAN RIVER COUNTY shall be named as an additional insured on each policy and the Contractor shall provide certificates of insurance for each policy showing the SCHOOL BOARD as an additional insured, before beginning services under this contract.

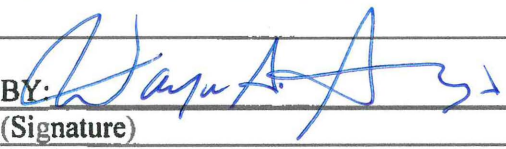
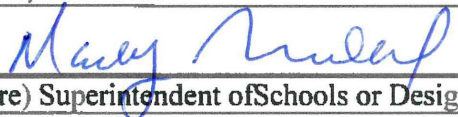





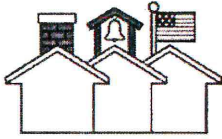
**School District of  
Indian River County**

Vision: Educate and inspire every student to be successful  
Mission: To serve all students with excellence

Contract Number \_\_\_\_\_ (For Procurement Use Only)

<b>VENDOR/CONTRACTOR</b>	<b>THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA</b>
BY:  (Signature)	BY:  (Signature) Superintendent of Schools or Designee
Owner (Title)	Mark J. Rendell, Ed.D. Superintendent
P.O. Box 351888 Palm Coast, FL. 32135 (Address)	DATE: 12/12/17
DATE: 11/17/17	BY:  (Signature) Chairman of the Board
(904) 347-4199 (386) 246-6857 PHONE / FAX	<del>Charles G. Searcy</del> Shawn R. Frost Chairman
AlonzoSLI@gmail.com CONTACT EMAIL ADDRESS	DATE: 12/12/17

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# School District of Indian River County

6500 57<sup>th</sup> Street • Vero Beach, Florida, 32967 • Telephone: 772-564-3000 • Fax: 772-564-3054

Mark J. Rendell, Ed.D. - Superintendent

## Purchasing Department

6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967  
Telephone: 772-564-5045 Fax: 772-564-5048

October 9, 2017

Aon Consulting, Inc. operating as Aon Hewitt  
Attn: Jeff Jinks, Vice President  
7650 W. Courtney Campbell Causeway, Suite 1000  
Tampa, FL 33607

Re: SDIRC RFP #2016-07 Employee Health and Wellness Benefits Consultant – Renewal 2 of 2

Dear Mr. Jinks:

SDIRC #2016-07 provided for a renewal of this contract on the anniversary date for an additional one year period. This renewal is subject to Board approval. All terms and conditions will continue as stated in the associated agreement.

Please check the appropriate box and sign below. Return this original form to the Purchasing Department, 6055 62<sup>nd</sup> Avenue, Vero Beach, FL 32967 no later than November 2, 2017.

If you have any questions please do not hesitate to call my office at (772) 564-5050.

Sincerely,

WHEREAS the contract expires December 8, 2017 and the parties desire to extend the contract for one year;  
WHEREAS the School Board of Indian River County FL does not meet until December 12, 2017, so the renewal date of this contract cannot begin until December 12, 2017;  
WHEREAS the parties desire that this contract also govern services performed from the period of December 9, 2017 to December 12, 2017;  
NOW THEREFORE, the parties agree as follows:

Jeff Carver, CPPO  
Director of Purchasing

Yes  No We agree to renew this contract from December 12, 2017 through December 11, 2018

Matthew Mader - CEO 11-30-17  
Signature and Printed Name and Title - Aon Consulting, Inc. operating as Aon Date

Shawn R Frost 12-12-17  
Chairman, School Board of Indian River County FL Date

Board Approval Date: 12-12-17

"Educate and inspire every student to be successful"

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

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

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FORM FOR CONTRACTED SERVICES**

**THIS AGREEMENT**, entered into this 8th day of December, 2015, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "School Board", and Aon Consulting Inc., an Aon Hewitt company, hereinafter referred to as the "CONTRACTOR", is as follows:

**1. SCOPE OF WORK**

The Contractor shall, in a satisfactory and proper manner as determined by the Superintendent, perform the following:

**Nature of Contracted Services: Consulting Services for Employee Health and Welfare Benefits as described in Exhibit A attached hereto.**

**Anticipated Outcome of Contracted Services: Firm shall assist the School Board of Indian River County in obtaining competitive bids and providing brokerage services for all lines of insurance coverage. The awarded firm's responsibilities will also include plan design, renewal strategies, financial underwriting, financial analysis and plan communication and all other areas specified in the Request for Proposal 2016-07.**

**Location of Contracted Service: School District of Indian River County, Attn: Edwina Suit, Executive Director of Human Resources, 6500 57<sup>th</sup> Street, Vero Beach, FL 32967.**

**Date(s)/Hours of Service: Monday through Friday, 8:00 a.m. – 5:00 p.m.**

**2. TERM OF AGREEMENT**

The Contractor shall commence performance of the Agreement on the 9th day of December, 2015 ("**Effective Date**"), for a one year period through December 8, 2016 and may, by mutual agreement between the School Board and the awardee, be renewable for two additional one year periods. Either party reserves the right to terminate this Agreement without cause by giving thirty (30) days written notice to the other party. For purposes of this Agreement, "Year" means the twelve (12) month period commencing on the Effective Date set forth above and each anniversary thereafter.

**3. COMPENSATION**

Contractor shall be compensated for its Services under this Agreement according to the terms set forth in Exhibit B attached hereto. Agreements exceeding \$50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

**4. PAYMENT SCHEDULE**

Payment will be generated by the **School Board's Accounts Payable Department** within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

- Consultant's fees are generated by insurance commissions as described in Exhibit B attached hereto and paid for by the vendors; Florida Blue, Standard, etc.**
- Partial payments after District-approved invoice(s).
- See payment schedule hereto attached and incorporated into this Agreement.
- Payment of District-approved invoice(s).

**5. REGULATIONS & ORDINANCES**

The **Contractor** shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments applicable to **Contractor as a service provider**, being licensed, if required, for performance of any work under this Agreement.

**6. ENTIRE AGREEMENT**

It is understood and agreed that this Agreement, RFP 2016-07, including any exhibits attached hereto, contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

## 7. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

## 8. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

**Contractor** shall, in addition to any other obligation to indemnify the **School Board** of Indian River County, Florida, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses, costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the **Contractor**, subcontractor, anyone directly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by **Contractor** in the performance of the work; or liens, claims or actions made by the **Contractor** or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the **Contractor** or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement (collectively "Loss" or "Losses").

- (a) For all Losses arising from services performed in a particular Year, **Contractor's** liability under this Agreement shall be limited to an amount of \$1 million. This provision shall survive the termination of or completion of all obligations under this Agreement for three (3) years following the act or omission giving rise to the claim.
- (b) Without regard to the limitations of Section 8(a), **Contractor** shall indemnify and hold harmless the **School Board** for Losses arising from (i) Aon Hewitt's willful, fraudulent or criminal misconduct, (ii) bodily injury, including death, or damage to personal or real property, and (iii) infringement by **Contractor** pursuant to Section 13 hereof.
- (c) In no event will either party be liable to the other party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.

## 9. DUTY TO DEFEND

The **Contractor** agrees, at its own expense, and upon written request by the **Board**, to defend any suit, action or demand brought against the **School Board** on any claim or demand arising out of, or resulting from **Contractor's** performance under this Agreement as subject to Section 8 above.

## 10. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the **Contractor**, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within thirty (30) days or a period of time mutually agreed upon by both parties, a recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The **School Board** of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving thirty (30) business days prior written notice to the **Contractor**.

#### **11. EQUAL EMPLOYMENT OPPORTUNITY**

**Contractors** awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with 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).

#### **12. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. **Contractor** understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The **Contractor** shall keep records to show its compliance with program requirements. **Contractors** and subcontractors must make available, upon request of the **School Board**, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the **Contractor** which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **Contractor** shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. **Contractor** shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the **Contractor** must be transferred to **School Board** at no cost. If records are stored electronically, the records must be provided in a compatible format to **School Board's** operating system.

#### **13. PATENTS, COPYRIGHTS AND ROYALTIES**

**Contractor** has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; software systems, user interfaces and screen designs; general purpose consulting and software tools; websites; benefit administration systems; and data, documentation, and proprietary information and processes ("**Contractor Information**"). All right, title and interest in and to any data, information and other materials furnished to the **School Board** by **Contractor** are hereby reserved as the exclusive property of and sole ownership by the **School Board** of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Upon full and final payment to **Contractor** hereunder, any **Contractor** work product which the parties expressly agree is created solely and exclusively to be owned by the **School Board** (the "Deliverables"), if any, shall become the property of the **School Board**. To the extent that any **Contractor Information** is contained in any of the Deliverables, subject to the terms of this Agreement, **Contractor** hereby grants to the **School Board** a paid-up, royalty-free, nonexclusive license to use such **Contractor Information** solely for the **School Board's** internal use in connection with the Deliverables.

**Contractor** shall defend, indemnify and hold the **School Board** and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party presently issued U.S. patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with any of the foregoing. **Contractor** will indemnify and hold harmless the **School Board** from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented, process, article or work manufactured or used in the performance of the Agreement, including its use by the **School Board**. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

#### **14. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board Policies** as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration

for services, **Contractor** and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and **School Board** Policies prior to providing services to The **School Board** of Indian River County. Additionally, **Contractor** agrees that each of its employees, representatives, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and **School Board** Policies.

A non-instructional **Contractor** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice. Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

**Contractor** agrees to provide the **School Board** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **Contractor** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. **Contractor** further agrees to notify the **School Board** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **Contractor** to notify the **School Board** of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

#### **15. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

As per **School Board** Rule 1113, it is the policy that no District officer or employee, including but not limited to, **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the **Board** that no District officer or employee, including but not limited to **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the **Board** that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

#### **16. COMPLIANCE WITH BOARD POLICIES**

I certify agreement with the following **School Board** Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements;



and 6460 Vendor Relations, and agree to comply with all applicable **School Board** contracting and procurement policies and procedures.

#### **17. ASSIGNMENT**

This Agreement may not be assigned nor may any assignment of monies due, or to become due to **Contractor**, be assigned without the prior written agreement of The **School Board** of Indian River County, Florida. If **Contractor** attempts to make such an assignment, such attempt shall constitute a condition of default. Notwithstanding the foregoing, **Contractor** has the right to subcontract or assign tasks under this Agreement to one of **Contractor's** affiliates and/or a subsidiary in common control with **Contractor**.

#### **18. DEBARMENT**

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

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Has not, within the preceding five-year period, 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.

**Contractor** and/or its subsidiaries are party to various lawsuits and administrative proceedings on a worldwide basis in the ordinary course of business. Information regarding litigation filed against Aon is available in **Contractor's** annual Form 10-K filing (Note 15) and quarterly Form 10-Q filing (Note 15). These documents are available on **Contractor's** website ([www.aon.com](http://www.aon.com)).

- (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 the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

**Contractor** agrees to notify **School Board** within 30 days after **Contractor** is made aware of the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs 19(a) – (e) above, with respect to **Contractor**.

#### **19. DAVIS-BACON ACT LABOR STANDARDS**

The **Contractor** shall comply with all applicable provisions of 40 U.S.C. §276a to 276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

#### **20. CONDUCT WHILE ON SCHOOL PROPERTY**

The **Contractor** acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** Policies and subject to the administrator of designee. It will be considered a breach of this Agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the **School Board**. The **Contractor**

agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

**21. NO WAIVER** Nothing herein is intended to serve as a waiver of sovereign immunity by the **School Board**.

**22. 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, or national or ethnic origin.

**23. NO TAXES**

The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

**24. WRITTEN NOTICE DELIVERY**

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**Contractor/Vendor Address.** The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

<b>Contractor/Vendor</b>	<b>Aon Consulting, Inc., operating as Aon Hewitt</b>
<b>Contact's Name/Title</b>	<b><u>Kathleen Sweitzer</u></b> <b><u>General Counsel</u></b>
<b>Address:</b>	<b>200 E. Randolph St.</b> <b>8<sup>th</sup> Floor</b> <b><u>Chicago, IL 60601</u></b>

**School Board's Address.** The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

**School Board of Indian River County**  
**Attn: Superintendent, Mark J. Rendell, Ed.D**  
**6500 57<sup>th</sup> Street**  
**Vero Beach, Florida 32967**

**With a copy to:**

<b>Department</b>	<b>Human Resources</b>
<b>Department Director</b>	<b>Attn: Edwina Suit, Executive Director</b>
<b>Address:</b>	<b>6500 57<sup>th</sup> Street</b> <b>Vero Beach, FL 32967</b>

**And a copy to:**

Department	<b>Purchasing</b>
Department Director	<b>Attn: Rick Chuma, Director</b>
Address:	<b>6055 62<sup>nd</sup> Avenue</b>
	<b>Vero Beach, FL 32967</b>

**25. INSURANCE REQUIREMENTS**

**Contractor** shall provide evidence of insurance as may be required by the **School Board's** Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverage. Upon request, "The **School Board** of Indian River County, Florida, its officers, directors and employees" shall be named as additional insured. Prior to effective date of the Agreement, **Contractor** shall be responsible for providing the **School Board** with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. Worker's Compensation consistent with Florida Statutes shall be carried and in force during the period of work under this Agreement by **Contractor** along with property and casualty insurance with general liability comprehensive broad form endorsement and automotive liability in limits of \$1,000,000 single occurrence; \$2,000,000 aggregate. **Contractor's** carrier shall be duly licensed by the State of Florida and recognized as an admitted carrier in the State of Florida. **Contractor** shall provide the **School Board** with a certificate of Insurance naming the District as "additional insured." Certificates of insurance verifying the above coverage's and validity periods shall be provided to the Director of Purchasing and Warehousing before a purchase order can be issued, and as necessary to confirm the validity of coverage during the project. **Contractor** shall procure and maintain professional liability insurance for the life of the Agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from the Agreement. The minimum limits of coverage shall be \$1,000,000. The deductible shall be the responsibility of **Contractor**. This policy must be continued or tail coverage provided for two years after completion of the Agreement. **Contractor** shall maintain insurance coverage in effect for the entire term of the Agreement.

**26. OFAC COMPLIANCE**

This Agreement is subject to OFAC compliance (i.e. the laws and regulations enforced by the United States Office of Foreign Assets Control and each party's compliance policies relating thereto). Since **Contractor** can be held accountable under such laws and regulations in connection with its provision of the Services, The **School Board** agrees not to cause **Contractor** to violate any applicable OFAC requirements, including those prohibiting dealings with parties on OFAC's list of Specially Designated Nationals and Blocked Persons, in providing the services.

**SIGNATURE PAGE FOLLOWS**

**AON CONSULTING, INC.**

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

Aon Consulting  
Company Name

The School Board of Indian River County, Florida

*Matt Miller*  
Signature of Vendor/Contractor

*Dale Simchick*  
Signature of Chairman, School Board of Indian River County, FL

Matt Miller  
Printed Name of Vendor/Contractor

Mrs. Dale Simchick  
Printed Name of Chairman, School Board of Indian River County, FL

December 7, 2015  
Date

December 8, 2015  
Date

4 Overlook Point, Lincolnshire, IL 60069  
Address

6500 57th Street  
Address

Vero Beach, FL 32960

TELEPHONE / FAX NUMBER

CONTACT EMAIL ADDRESS

FEIN (BUSINESS) \_\_\_\_\_

SS# (INDIVIDUAL) \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICES

#### Strategic Planning

- Assist the District staff in short and long term employee benefit strategic planning. Conduct trend analysis forecasts, project future level of reserves, and analyze the claims payment time lag pattern.
- Assist the District staff in the development, implementation and ongoing management of an effective and measurable wellness program that will reduce health and welfare cost over the long term.
- Participate in management presentations involving benefit strategies and issues.
- Keep the District informed on issues and changes in the benefits marketplace.
- Provide information regarding trends and benchmarks in the benefits field.
- Provide, maintain, and update comparison reports of other cities, counties and special districts' benefit plan offerings and costs to determine their competitiveness to District programs as needed.
- Serve as a source of general expertise for various benefit issues the School Board may encounter.
- Review and make recommendations regarding value-added benefit plans and programs, as well as modifications to the design, cost (rates), communications, and quality of current employee benefit plans, retiree plans and other related programs. In doing so, the Consulting firm will be expected to provide benchmark data from like companies including:
  - Medical/dental trend factors
  - Employee benefit "preferences"
  - Balance employer and employee needs around choice, plan design and cost.

#### Underwriting/Actuarial Services

- Provide actuary services as needed. Calculate and recommend appropriate premium rates, administrative fees, and self-funded plan liabilities to maintain the viability of the plans, insuring quality and cost-effective benefits are provided by the plans.
- Provide actuarial costing of legislative proposals for mandated benefit programs.
- Financial analysis of Medicare Part D options
- Analyze large claims.
- Validate rates needed to cover insured plan liabilities.
- Maintain full and accurate records with respect to all matters and services provided on behalf of the District's benefits plans and programs. Provide District staff all spreadsheets, assumptions, and calculations upon completion of any project performed on behalf of District's benefit plans and programs.
- Assist the District by pricing and analyzing benefit change options; project effect of possible benefit changes on plan costs.
- Assist with the development, negotiation and implementation of health and welfare providers on various topics, including, but not limited to, premium rates, benefit levels, performance standards and guarantees, contractual terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and where applicable plan-specific data such as medical conditions, prescription drugs, high cost procedures and in-patient data.
- Calculate self-funded plan reserve liabilities.
- Project effect of employee contribution changes on participation and renewal costs.
- Prepare rate tiers for funding and contributions.
- Prepare fees/rate tiers for premiums.
- Conduct migration and/or selection analysis based upon plan design and employer contributions.

#### Utilization Reporting:

- Provide detailed quarterly reporting and analysis; meet semi-annually to review. Collect claims experience and participation data from vendors and The School Board, to include the following data:

- Premium or fixed costs, paid claims, and loss ratio for each line of coverage or subgroup level.
- Experience categorized by type of participant, such as active employees, retirees, spouse and child(ren);
- Experience categorized by the type of service provided.
- Medical and dental reports, to include number of claims processed, number of eligible employees covered, cost per claim processed.
- Prepare financial exhibits that provide the School Board with the information needed to make informed decisions regarding The School Board's benefits plan designs and funding levels.
- Data warehousing of the School Board's self-insured medical, pharmacy, dental and vision claims data.

**Vendor Management:**

- Provide support in the day-to-day management of vendors and resolve administrative issues; assist with claims and billing issues as requested, and conduct periodic meetings as necessary.
- Conduct, on the School Board's behalf, an RFP process to identify a third party administrator for the District's self-insured health plan, including enrollment, claims handling, payment, billing and COBRA administration of active employees and retirees.
- As directed by District staff, negotiate all insurance vendor contracts, services and renewals with vendors, including meeting directly with insurance company underwriters.
- Create performance guarantees for all insurance carriers providing services to the School Board.
- Analyze insurance proposal criteria approved by TC Plan Administrators, review all insurance, benefit and administrative service documents for accuracy and adherence to prior agreements, and manage carrier/vendor relationships.
- Review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions.
- Assist with managing life and disability programs.
- Review carrier service levels and compare performance guarantees; resolve problems regarding vendors' services and performance.

**Administration/Communications Support**

- Provide day-to-day consultation on plan interpretation and problem resolution, including attendance at periodic meetings to facilitate and assist in the management of the District's health and welfare plans and programs.
- Provide customer service and assistance with issues involving provider billing, advocacy for services, disputes, interpretation of services, etc.
- Assist with entire open enrollment planning process each year, including, but not limited to, developing a timeline, assisting with the development of open enrollment materials and coordination and participation in open enrollment meetings. Assist in final review of open enrollment communications material.
- Provide assistance, technically and creatively, in the on-going development and preparation of various employee communication materials. Provide annually, a comprehensive employee benefit booklet for all county employees/retirees.
- Provide regular and timely communication of changes and proposed changes in Federal statutes and regulations that may impact the District's employee benefits plans and programs. Recommend procedures and/or policies.
- Develop and/or assist in developing and evaluating employee needs and satisfaction surveys.
- As requested by staff, provide comparison reports of other employers benefit plans and programs to determine competitiveness.
- Provide a minimum of two (2) annual on-site training programs regarding legislation updates and/or best practice seminars for Plan Administrators.

- Develop and/or assist in developing communication materials for dependent verification audit.
- Provide concierge services which include comparative patient quality care and cost analysis services for employees.

**Compliance:**

- Provide updates on pertinent proposed and enacted benefits legislation, including Patient Protection and Affordable Care Act (PPACA).
- Monitor emerging trends and insurers/vendors financial status.
- Provide research and professional advice on new developments in benefits law and programs both state and federal, making sure The School Board is always current on any new developments and/or requirements relative to legally administering its benefits plans, i.e. Public Health Service Act, HIPAA, COBRA and others.
- Assist in COBRA, HIPAA, and PPACA compliance, including review and preparation of SPDs and Plan Documents.
- Review pertinent contracts and other legal documents to insure that they accurately reflect negotiated benefits, services and terms.
- Provide support in the preparation of reports and senior management presentations.

**Contractor's** professional services do not in any case include legal, investment, or accounting services, and we are not a fiduciary to your plans. The services and work product provided by **Contractor** hereunder are provided solely for the **School Board's** internal use; they are not intended to be used or relied upon by third parties.

**EXHIBIT B**  
**COMPENSATION**

Coverage	Basis	Estimated Premium/Fee	Proposed Rate	Estimated Compensation Amount
Medical Administration	Per Contract Per Month (PCPM)	1,960 contracts	\$2.00	\$47,040
Stop Loss	Commission	\$500,000	10%	\$50,000
Dental	Commission	\$1,200,000	5%	\$60,000
Vision	Commission	\$90,000	5%	\$4,500
Life Insurance	Commission	\$550,000	12%	\$66,000
Disability	Commission	\$260,000	10%	\$26,000

**Contractor Disclosures**

**Contractor** is named broker of record for the plan. **Contractor** will receive commissions as disclosed and agreed to in a separate comprehensive disclosure statement, which will be provided in advance of insurance placements. Where permitted by applicable law, a portion of these commissions will be used for the purpose of delivering services to the **School Board's** employee benefit plan. **Contractor** will be responsible for the delivery of services described in this Agreement. If services listed in Exhibit A are not permitted to be offset by the commissions, the **School Board** will pay for those services based on the time required to complete the assignment or via a fixed fee if provided for in this Agreement. If the **School Board** removes us as broker of record during the course of this Agreement, commissions are not subject to return.

In addition to retail commissions, **Contractor** may receive additional forms of compensation from insurers and third parties, including but not limited to: national additional commissions, subscription market brokerage charges, and/or administrative expense reimbursements. This revenue is in addition to and shall not be credited against the fees or any other compensation earned hereunder and shall not apply to any service set forth in Exhibit A. As of the effective date of this Agreement, the Health and Benefits Practice does not accept contingent compensation. If our policy on accepting contingent compensation changes, we will notify the **School Board** at that time. Additional information is available upon request.

If additional services not listed in Exhibit A are provided, the **School Board** will pay for those services based on the time and expense required to complete the assignment, or via an additional fixed fee if we so agree. Unless otherwise set forth in such writing, our fees for other projects will be determined in accordance with **Contractor's** then current billing rates and the value of our services based on our time, complexity, and the level of skill and urgency required. We will discuss estimated fees in more detail for larger projects.

**Contractor** will disclose to the **School Board** all marketing quotes, including any applicable commission rates, received prior to binding any coverage for the **School Board's** insurance programs. The **School Board** will also be provided prior to binding with a disclosure of any amounts to be paid to **Contractor**, and/or **Contractor** affiliate intermediaries if available, in connection with coverage placed for the **School Board's** insurance programs, including any fees, if applicable, paid to **Contractor** for services it provides to third parties.

In some instances, insurance placements made by **Contractor** on the **School Board's** behalf may require the payment of state surplus lines or other premium taxes and/or fees in addition to the premium itself. **Contractor** will make every



effort to identify any of these taxes and/or fees in advance, but in all instances the payment of these taxes and/or fees will remain the **School Board's** responsibility. **Contractor** will invoice the **School Board** for the payment of these taxes and fees. The **School Board** acknowledge the **School Board's** responsibility to report and communicate in writing to **Contractor** changes in exposures, loss-related data, and other material changes during the course of this Agreement.

**Contractor's** goal is to procure insurance for the **School Board** with insurance companies possessing the financial strength to perform in today's economic environment. Toward this objective, **Contractor** regularly reviews publicly available information concerning an insurer's financial condition, including but not limited to:

- Approvals by various regulatory authorities;
- Analyses of insurers by professional rating agencies such as A.M. Best, Standard and Poors, Moody's, and/or Fitch; and
- The input of our global affiliates and correspondents.

Most **Contractor** placements are made with insurers that are rated "Excellent" by the professional rating agencies; however, **Contractor** does not guarantee the solvency of any insurer. **Contractor** encourages the **School Board** to review the publicly available information made available by **Contractor**. The decision to accept or reject an insurer will be made solely by the **School Board**.

**Contractor** and/or its affiliates may from time to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom the **School Board's** coverage may ultimately be placed. Further details concerning **Contractor's** relationship with insurance carriers can be found at <http://www.aon.com/about-aon/corporate-governance/corporate/market-relationships/contractual-relationship-with-carriers.jsp#>

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY**  
**Department of Purchasing and Warehousing**  
 6055 62<sup>nd</sup> Avenue • Vero Beach Florida 32967  
 (772)-564-5045

**Request for Proposal**  
**Bidder Acknowledgement**

**BID NO.** SDIRC 2016 - 07

**DATE:** October 5, 2015

**BID TITLE:** Employee Health and Welfare Benefits Consultant

**PAGE** 1 of 37

**BIDS MUST BE RECEIVED NO LATER THAN 2:00 p.m. October 22, 2015 AT WHICH TIME BIDS WILL BE OPENED**

<b>Vendor Name:</b>		<b>Terms:</b> Bidder see PP3- General Conditions
<b>Mailing Address:</b>		<b>F.E.I.D. No. (S.S. #)</b>
<b>City - State - Zip Code:</b>		<b>Delivery</b> _____ <b>calendar days after receipt of order.</b>
<b>Area Code/Telephone Number:</b>	<b>Toll Free Number:</b>	<b>Fax Number:</b>
<b>Vendor E-Mail Address:</b>		<b>Vendor Web Address:</b>

**ANTI-COLLUSION:** The signed bidder certifies that he or she has not divulged, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. **NOTE:** No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid list(s).

\_\_\_\_\_  
 Authorized Signature (Manual)

\_\_\_\_\_  
 Authorized Signature (Type or Printed) and Title

This Request for Proposal, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

**PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for the School District of Indian River County, Florida, hereinafter called the BOARD.

**SEALED BIDS:** Sealed bids will be received in the Department of Purchasing and Warehousing until the date and time as indicated above. Bids will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the School District of Indian River County, Purchasing Department, 6055 62<sup>nd</sup> Avenue, Vero Beach, FL 32967. Outside of envelope shall plainly identify bid by: VENDOR'S NAME, BID NUMBER, TITLE and TIME and DATE OF BID OPENING. It is the sole responsibility of the bidder to ensure their bid reaches the Department of Purchasing and Warehousing on or before the closing date and hour as shown above.

**BOARD'S ACCEPTANCE:** Unless otherwise specified herein, the bidder will allow a minimum of sixty (60) days from the last date for receiving of bids for acceptance of its bid by the Board.

**AWARDS:** In the best interest of the School Board, the Board reserves the right to reject any and all bids and to waive any irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS**

**SEALED BIDS:** One copy of this executed Invitation to Bid page and Bid Summary page(s) must be returned with the bid in order for the Bid to be considered for award. All bids are subject to all the conditions specified herein; all General Conditions, Special Conditions on the attached bid documents; and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this Invitation to Bid shall be reason for termination of contract.

- EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids, or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.
- NO BID:** If not submitting a bid, please respond by returning STATEMENT OF NO BID, page 2a with reason(s) indicated. Repeated failure to quote without sufficient justification may be cause for removal of a Bidder's name from the bid mailing list. Note: A bidder, to qualify as a respondent, must submit a "statement of no bid" and be received no later than the stated bid opening date and hour.

- PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
  - TAXES:** The School Board of Indian River County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchase of tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
  - MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
  - Bidder warrants by virtue of bidding that prices shall remain firm for a minimum of ninety (90) days from the date of Board approval or time stated in special conditions.
  - THE Board reserves the right to purchase item(s) on State Contract or other Political sub division bids if such items can be obtained in the best interest of the Board.

- e. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- f. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination testing where such has been established by U.L. for the items offered and furnished.

4. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

5. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the Board's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The Board shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Deviations require complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

6. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the Board with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the Board.

7. **SAMPLES, DEMONSTRATIONS AND TESTING:**

a. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 6055 62<sup>nd</sup> Avenue, Vero Beach, FL 32967.

b. When required, the Board may request full demonstrations of any unit(s) bid prior to the award of any contract.

c. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the Board.

8. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Board will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the Board is found to be defective or does not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.

9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the Board may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

11. **MANUFACTURER'S CERTIFICATION:** The Board reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.

12. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self-addressed, stamped envelope with bid or visit our website at [www.indianriverschools.org](http://www.indianriverschools.org).

13. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this bid, delivering any toxic substances item as defined in Florida Statute [442.102\(21\)](#) shall furnish to the Risk Management Department 1990 25<sup>th</sup> street, Vero Beach, FL 32960, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of the toxic substance, including:
  - (1) The potential for fire, explosion, corrosively and reactivity;
  - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - (3) The primary routes of entry and symptoms of overexposure.

- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- d. The emergency procedure for spills, fire, disposal and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: US EPA, Region 4 Sam Nunn Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303. Telephone: 800-241-1754. [www.epa.gov/region4/divisions/index.html](http://www.epa.gov/region4/divisions/index.html)

14. **OSHA:** The bidder warrants that the product/services supplied to the School Board of Indian River County, Florida, shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

15. **ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

16. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.

17. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the School District of Indian River County, Florida. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of (5%) or more in the bidder's firm or any of its branches.

18. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

19. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

20. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder or contractor after such acceptance, the Board may take such action as it deems appropriate including legal action for damages or specific performance.

21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School Board property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the Board occasioned by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their bid; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to one million dollars (\$1,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the Board will notify the successful bidder to submit a performance bond in the amount specified. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

24. **Taxes:** The School Board of Indian River County is exempt from any taxes imposed by State and/or Federal Government. Exemption certificate certified on request. State Sales Tax Exemption Certificate No. 85-8012622032C-9 and Federal Excise Tax Exemption No. 59-6000 673 appears on each purchase order.

25. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.

26. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.

27. **JESSICA LUNSFORD ACT:** Effective September 1, 2005, a new law involving all school district vendors goes into effect. The new law, known as the Jessica Lunsford Act, requires all individuals who are permitted access on school grounds when students are present, who will have direct contact with children or any student of the District, or who will have access to or control of school funds to be fingerprinted and background checked. See attachment explaining the requirements of the Jessica Lunsford Act.

**REQUEST FOR PROPOSAL**  
**SDIRC 2016-07**  
**Employee Health and Welfare Benefit's Consultant**

## 1.0 INTRODUCTION

- 1.1 The purpose and intent of this Request for Proposal (RFP) is to obtain proposals from qualified firms licensed to do business in the State of Florida for insurance brokerage services. The successful firm will assist the School District of Indian River County in obtaining competitive bids and providing brokerage services for all lines of insurance coverage. The awarded firm's responsibilities will also include plan design, renewal strategies, financial underwriting, financial analysis and plan communication.
- 1.2 The School District of Indian River County has approximately 1,611 active employees with 1,761 dependents and 345 retirees with 113 dependents.
- 1.3 Agreement for Contracted Services - the awarded firm must provide services as outlined in this RFP and execute the attached "Agreement for Contracted Services" **Attachment C** prior to Board approval.

## 2.0 TIME SCHEDULE

- 2.1 The District will use the following time line. Dates are subject to change if necessary.
  - 10.02.2015 Notice mailed to vendors
  - 10.12.2015 Deadline for written inquiries. See 14. RFP Inquires
  - 10.15.2015 Last day to issue an addendum
  - 10.22.2015 Proposals due no later than 2:00 p.m.,
  - 10.28.2015 Short-list and schedule interviews
  - 11.05.2015 Interview short-listed vendors
  - 11.12.2015 Post recommendation
  - 12.08.2015 Recommend firm to the School Board for approval.
- 2.2 A reasonable, but not guaranteed, attempt of notification of any required changes to the time schedule will be made to the selected firms.

## 3.0 AWARD

Award will be made not on the basis of price alone, but to the proposal whose submission contains the most advantageous combination of vendor's methodology, fees, references/ experience and litigation.

## 4.0 CONE OF SILENCE

- 4.1 As per Board Rule 6324, a cone of silence is hereby established for all competitive selection processes including Invitations for Bids (IFB), Request for Proposals (RFP), Request for

- Qualifications (RFQ) and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence is now in effect. The cone of silence prohibits any communication regarding a particular IFB, RFP, RFQ, or ITN between:
- 4.2 A potential vendor, service provider, bidder, lobbyist or consultant and the staff of the District, including school principals and any School Board Member or member-elects.
  - 4.3 Unless specifically provided otherwise in the applicable IFB, RFP, RFQ or ITN, the cone of silence does not apply to the following:
    - 4.4 Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's Purchasing Department.
    - 4.5 Communications at duly noticed pre-bid meetings and site visits prior to the bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department or the Facilities, Planning and Construction Department prior to the issuance of a written recommendation of contract award.
  - 4.6 The Cone of Silence terminates at the time the Board acts on a written recommendation from the Purchasing Department or Facilities, Planning and Construction Department regarding contract award; provided, however, that communications are permitted when the Board receives public comment at the meeting when the recommendation is presented. Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.

## 5.0 VENDOR'S QUALIFICATIONS

The vendor shall have maintained continual work experience in the area of employee benefits consulting services for a minimum period of three (3) years.

## 6.0 TERM OF CONTRACT

It is anticipated that award will be made at the December 8, 2015 board meeting. The term of the contract shall be from December 9, 2015 to December 8, 2016 and may, by mutual agreement between the School District and the awardee, be renewable for two additional one year periods. All prices, terms and conditions shall be firm for the term of this contract. The awardee agrees to this condition by signing the RFP.

## 7.0 SCOPE OF WORK

- 7.1 This section provides details regarding the core services that will be expected and provided on an annual cycle from the Consulting firm pertaining to health and welfare benefits.
- 7.2 Strategic Planning
  - 7.2.1 Assist the District staff in short and long term employee benefit strategic planning. Conduct trend analysis forecasts, project future level of reserves, and analyze the claims payment time lag pattern.

- 7.2.2 Assist the District staff in the development, implementation and ongoing management of an effective and measurable wellness program that will reduce health and welfare cost over the long term.
  - 7.2.3 Participate in management presentations involving benefit strategies and issues.
  - 7.2.4 Keep the District informed on issues and changes in the benefits marketplace.
  - 7.2.5 Provide information regarding trends and benchmarks in the benefits field.
  - 7.2.6 Provide, maintain, and update comparison reports of other cities, counties and special districts' benefit plan offerings and costs to determine their competitiveness to District programs as needed.
  - 7.2.7 Serve as a source of general expertise for various benefit issues the School Board may encounter.
  - 7.2.8 Review and make recommendations regarding value-added benefit plans and programs, as well as modifications to the design, cost (rates), communications, and quality of current employee benefit plans, retiree plans and other related programs. In doing so, the Consulting firm will be expected to provide benchmark data from like companies including:
    - a. Medical/dental trend factors
    - b. Employee benefit "preferences"
    - c. Balance employer and employee needs around choice, plan design and cost.
- 7.3 Underwriting/Actuarial Services
- 7.3.1 Provide actuary services as needed. Calculate and recommend appropriate premium rates, administrative fees, and self-funded plan liabilities to maintain the viability of the plans, insuring quality and cost-effective benefits are provided by the plans.
  - 7.3.2 Provide actuarial costing of legislative proposals for mandated benefit programs.
  - 7.3.3 Financial analysis of Medicare Part D options
  - 7.3.4 Analyze large claims.
  - 7.3.5 Validate rates needed to cover insured plan liabilities.
  - 7.3.6 Maintain full and accurate records with respect to all matters and services provided on behalf of the District's benefits plans and programs. Provide District staff all spreadsheets, assumptions, and calculations upon completion of any project performed on behalf of District's benefit plans and programs.
  - 7.3.7 Assist the District by pricing and analyzing benefit change options; project effect of possible benefit changes on plan costs.
  - 7.3.8 Assist with the development, negotiation and implementation of health and welfare providers on various topics, including, but not limited to, premium rates, benefit levels, performance standards and guarantees, contractual terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and where applicable plan-specific data such as medical conditions, prescription drugs, high cost procedures and in-patient data.

- 7.3.9 Calculate self-funded plan reserve liabilities.
- 7.3.10 Project effect of employee contribution changes on participation and renewal costs.
- 7.3.11 Prepare rate tiers for funding and contributions.
- 7.3.12 Prepare fees/rate tiers for premiums.
- 7.3.13 Conduct migration and/or selection analysis based upon plan design and employer contributions.
- 7.4 Utilization Reporting:
  - 7.4.1 Provide detailed quarterly reporting and analysis; meet semi-annually to review. Collect claims experience and participation data from vendors and The School Board, to include the following data:
    - a. Premium or fixed costs, paid claims, and loss ratio for each line of coverage or subgroup level.
    - b. Experience categorized by type of participant, such as active employees, retirees, spouse and child(ren);
    - c. Experience categorized by the type of service provided.
    - d. Medical and dental reports, to include number of claims processed, number of eligible employees covered, cost per claim processed.
    - e. Prepare financial exhibits that provide the School Board with the information needed to make informed decisions regarding The School Board's benefits plan designs and funding levels.
    - f. Data warehousing of the School Board's self-insured medical, pharmacy, dental and vision claims data.
- 7.5 Vendor Management:
  - 7.5.1 Provide support in the day-to-day management of vendors and resolve administrative issues; assist with claims and billing issues as requested, and conduct periodic meetings as necessary.
  - 7.5.2 Conduct, on the School Board's behalf, an RFP process to identify a third party administrator for the District's self-insured health plan, including enrollment, claims handling, payment, billing and COBRA administration of active employees and retirees.
  - 7.5.3 As directed by District staff, negotiate all insurance vendor contracts, services and renewals with vendors, including meeting directly with insurance company underwriters.
  - 7.5.4 Create performance guarantees for all insurance carriers providing services to the School Board.
  - 7.5.5 Analyze insurance proposal criteria approved by TC Plan Administrators, review all insurance, benefit and administrative service documents for accuracy and adherence to prior agreements, and manage carrier/vendor relationships.
  - 7.5.6 Review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions.
  - 7.5.7 Assist with managing life and disability programs.

- 7.5.8 Review carrier service levels and compare performance guarantees; resolve problems regarding vendors' services and performance.
- 7.6 Administration/Communications Support
- 7.6.1 Provide day-to-day consultation on plan interpretation and problem resolution, including attendance at periodic meetings to facilitate and assist in the management of the District's health and welfare plans and programs.
- 7.6.2 Provide customer service and assistance with issues involving provider billing, advocacy for services, disputes, interpretation of services, etc.
- 7.6.3 Assist with entire open enrollment planning process each year, including, but not limited to, developing a timeline, assisting with the development of open enrollment materials and coordination and participation in open enrollment meetings. Assist in final review of open enrollment communications material.
- 7.6.4 Provide assistance, technically and creatively, in the on-going development and preparation of various employee communication materials. Provide annually, a comprehensive employee benefit booklet for all county employees/retirees.
- 7.6.5 Provide regular and timely communication of changes and proposed changes in Federal statutes and regulations that may impact the District's employee benefits plans and programs. Recommend procedures and/or policies.
- 7.6.6 Develop and/or assist in developing and evaluating employee needs and satisfaction surveys.
- 7.6.7 As requested by staff, provide comparison reports of other employers benefit plans and programs to determine competitiveness.
- 7.6.8 Provide a minimum of two (2) annual on-site training programs regarding legislation updates and/or best practice seminars for Plan Administrators.
- 7.6.9 Develop and/or assist in developing communication materials for dependent verification audit.
- 7.6.10 Provide concierge services which include comparative patient quality care and cost analysis services for employees.
- 7.7 Compliance:
- 7.7.1 Provide updates on pertinent proposed and enacted benefits legislation, including Patient Protection and Affordable Care Act (PPACA).
- 7.7.1 Monitor emerging trends and insurers/vendors financial status.
- 7.7.2 Provide research and professional advice on new developments in benefits law and programs both state and federal, making sure The School Board is always current on any new developments and/or requirements relative to legally administering its benefits plans, i.e. Public Health Service Act, HIPPA, COBRA and others.
- 7.7.3 Assist in COBRA, HIPAA, and PPACA compliance, including review and preparation of SPDs and Plan Documents.
- 7.7.4 Review pertinent contracts and other legal documents to insure that they accurately reflect negotiated benefits, services and terms.
- 7.7.5 Provide support in the preparation of reports and senior management presentations.



## 8.0 TERMS AND CONDITIONS

- 8.1 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to provide the School District with the services specified in the proposal. The School Board has the right to cancel this RFP, to waive any and all information and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School Board to do so.
- 8.2 The School Board reserves the right to accept or reject any or all proposals, to request clarification of information submitted in any proposal, and to request additional information from any proposer and to select the bidder(s) on the basis of what the Evaluation Team determines to be in the best interest of the School District.
- 8.3 Additional Terms – No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgement form attests to this.
- 8.4 Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. 1 of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier (Florida Statute 199.071(1)(b)).

## 9.0 BIDDER'S RESPONSIBILITIES

- 9.1 The new uniform statewide badge is to be worn in plain sight at all times while on campus.
- 9.2 The successful bidder (hereinafter referred to as the bidder) will furnish, at their expense, all labor, materials, transportation, technical expertise, supervision, licensing and permits to complete the project.
- 9.3 The bidder acknowledges that work will be performed only after receipt of a written purchase order.
- 9.4 The bidder shall at all times enforce strict discipline among their employees and at no time shall there be interaction between employees and students.
- 9.5 The bidder shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times.
- 9.6 Pursuant to Board Rule 7434 the School District of Indian River County is a tobacco free environment prohibiting the use of tobacco on any Board property.
- 9.7 Pursuant to Board Rule 7217 the possession of any weapon will not be tolerated on school district property. The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons

include, but are not limited to, firearms, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives.

**10.0 SELECTION CRITERIA**

10.1 The Evaluation Team will use the criteria enumerated below to review all proposals. Points will be award as follows:

	Maximum Points
▪ Vendor's Methodology	25
▪ Fees	25
▪ References/Experience	25
▪ Litigation	<u>25</u>
<b>TOTAL</b>	<b>100</b>

**A. VENDOR'S METHODOLOGY (25 Points Maximum)**

Please respond in a questions and answer format to the following:

1. Describe your firm's philosophy, management, culture and commitment to diversity in the workplace.
2. In your view, what are the key exposures that the SDIRC faces?
3. Describe how your firm keeps current with the trends, best practices and latest developments in the benefit industry.
4. Does your firm suggest innovative solutions to your clients that can save them money? Please give detailed examples of those 'innovative solutions'.
5. What communication services are available (i.e. enrollment), is there a cost, and are these related to voluntary benefits?
6. What type of cost-sharing and administrative help do you provide clients? Please provide specific details.
7. What is your firm's philosophy on accepting contingency/override compensation from insurers relative to placement of our benefit programs? Please comment on both direct and indirect compensation.
8. You will be required to provide periodic reports of worked hours to reconcile to the broker fees. How do you break out broker fees for contract services with your other clients? Please provide specific details.
9. Describe the monetary service guarantees that you have provided to clients in the past.
10. Describe your cost control/claims analysis processes/capabilities and how you communicate this with your clients.
11. Outline your supplementary claim auditing services and approach. Identify if internal or external resources are utilized.

12. Describe how you will assist in aligning benefit strategies with our internal budget, business, and human resources goals?
13. Describe what tools you could employ to assist us in monitoring the District's health care and prescription drug costs.
14. Will your firm audit the District's compliance for COBRA, HIPPA, FMLA, ERISA, ADA, ACA, and IRC 125?
15. Does your firm have health care reform expertise and resources? Please describe in detail how you would assist the District with ACA compliance.
16. What is your detailed process for working with clients on compliance? Is there an additional fee for compliance audits?
17. Describe your process for vendor selection. What do we need to know about the insurance policies you would recommend?
18. Describe your process regarding full disclosure and transparency relative to the pass-through of discounts, fees and rebates back to our plans.
19. The SDIRC has an Employee Health and Wellness Clinic. What other resources can you suggest to educate our employees about becoming healthy consumers?
20. How does your firm communicate cost projections and insurance fund status?

**B. FEES (25 Points Maximum)**

1. Consulting arrangement is to be based on a flat, fixed fee. Describe the firm's method of compensation for your services. Does the firm accept any commissions or carrier "overrides?" What are the firm's methods of disclosing compensation to the School District and the frequency of that disclosure?
2. Does your firm have any arrangements with vendors that produce revenue and are those revenues used to offset your fees?
3. Please provide your fee related to the proposed scope of services for year 1. Please state any relevant assumptions. Please make certain to identify any services mentioned in your response that are not included in your proposed fee (services that would be an additional expense).
4. Fees for Additional Services:
  - a. Additional services may be desired from time to time for special projects. These additional services will be performed at the request of The School Board and may involve other consulting services that are not listed under Health and Welfare Benefit Consulting Services.
  - b. These services will be billed at the hourly rate of the consultants assigned to the project. The Consulting firm must produce detailed bills that substantiate these fees. All projects must have a scope of services and estimated budget submitted to The School Board for approval of fees before any work will be done. It is up to the Consulting firm to advise The School

Board if the scope of services changes during the project and additional time/fees are required to complete the project. Otherwise, no further payment beyond the original scope of services will be paid.

**C. REFERENCES / EXPERIENCES (25 Points Maximum)**

1. List the public entities your firm has provided similar services for within the past three (3) years. List the number of employees for each entity. Please include the contact person and phone number for each entity. Indicate whether your firm's role was as a broker, consultant, or both.
2. Identify all lost or terminated accounts within the past three (3) years. For each account, identify the account's line of business, describe the services your firm provided, and state the reasons for the end of your working relationship.
3. Please provide three references (include names, titles, companies, and telephone numbers) of similar clients who engaged your firm as a consultant for health and welfare benefits consulting services similar to those which we have requested. Indicate whether your firm's role was as a broker, consultant, or both. We prefer references for the individuals who would be assigned to service The School Board.
4. Does your firm offer service level guarantees? Please describe the service levels you offer related to performance and customer satisfaction.
5. What is distinctive about your firm and services that are offered

**D. LITIGATION (25 Points Maximum)**

1. Submit information on all pending litigation or any judgments and settlements of court cases that have occurred within the last five years. All litigation, arbitration or other claims, of any amount asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against the bidder.

**11.0 INSTRUCTION TO PROPOSERS**

All proposals must be sealed and submitted in accordance with the instructions provided in this RFP.

**11.1 All proposals shall be sent to:**

**School District of Indian River County  
Support Service Complex  
Attn: Purchasing Department  
6055 62nd Avenue  
Vero Beach, FL 32967**

*ALL VENDORS PLEASE NOTE IF YOU ARE HAND-DELIVERING A BID, THIS ADDRESS DOES NOT SHOW ACCURATELY ON A GPS. SEE ATTACHMENT D FOR DIRECTIONS TO OUR NEW FACILITY.*

- 11.2 To All Bidders: it is your responsibility to verify that no addenda have been issued prior to the bid opening. All addenda will be posted on our webpage at <https://www.indianriverschools.org/current-bids-rfps>. Failure to verify and acknowledge any addenda may result in the rejection of your bid.
- 11.3 If a proposal is transmitted by US Mail or other delivery medium, the proposer shall be responsible for its timely delivery to the Purchasing Department. Proposals delivered to a location other than as specified in Section 11.1 will not constitute receipt. Any proposals received after the stated time and date will not be considered and will be returned unopened to the proposer. Faxed or emailed proposals will not be accepted.
- 11.4 One sealed **original** proposal with a manual signature and **ten** (10) hard copies shall be submitted and clearly labeled "SDIRC 2016-07 Employee Benefits Consultant" on the outside of the package. The legal name, address, proposer's contact person, and telephone number shall also be clearly annotated on the outside of the package.
- 11.5 Failure to submit one original proposal with a manual signature shall result in the rejection of the proposal. All proposals shall be signed by an officer or employee having authority to bind the company.
- 11.6 These documents constitute the complete set of specifications, requirements and/or proposal forms.
- 11.7 Respondents shall not be allowed to modify their proposals after the opening time.
- 11.8 This is a Request for Proposals; therefore the School District of Indian River County retains the right to contact any/all proposers after submittal in order to obtain supplemental information and/or clarification in either oral or written form.
- 11.9 Proposals not conforming to the instructions provided herein will be subject to disqualification at the option of the Board.
- 11.10 All proposals become the property of the School Board of Indian River County and shall have the right to use all ideas, and/or adaptations of those ideas contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted with the proposal that are copyrighted or expressly marked as "confidential", "proprietary" or "trade secret" will be exempted from the "open records disclosure requirements" of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. If Bidder wishes to mark items as confidential or exempt, the Bidder must also reference the specific law that allows the exemption. The Board's selection or rejection of a proposal will not affect this exemption.
- 11.11 Economy of Presentation - The School Board of Indian River County is not liable for any costs incurred by a bidder in responding to this RFP including without limitation costs for oral presentations requested by the Board, if any.

## 12.0 EVALUATION

The Evaluation Team will evaluate each proposal on its own merit and recommend firm(s). It is and shall be understood and agreed that the decision of the School District after evaluation shall be final. Areas of non-compliance must be addressed and/or alternatives defined in detail to accomplish the same requirement. The evaluation process shall consist of reviewing the written proposals and may include the interviewing and inspection of certain firms by the Evaluation Team as deemed appropriate.

13.0 **SHORT-LIST** – firms will be selected and ranked by the Evaluation Team for consideration.

## 14.0 RFP INQUIRIES

14.1 The School Board of Indian River County is not liable for interpretations, misinterpretations or other errors or omissions made by the bidder in responding to this RFP. The bidder shall examine this document to determine if the terms, conditions and requirements are clearly stated. If the bidder believes there are any terms, conditions or requirements that remain unclear or restrict competition, the bidder may request clarification in writing. Questions or requests for clarity must be received no later than the date described below as the deadline.

14.2 In order to maintain a fair and impartial competitive process, the School District must avoid private oral communications with prospective proposers during the proposal preparation and evaluation period. Prospective proposers may not contact the Evaluation Team but may pose questions in writing during this period. Inquiries may be received by mail, fax or email by the deadline of **2:00 p.m. October 14, 2015**. All proposers will be furnished in writing with both the questions and the response to any inquires (other than administrative or procedural details). Send all email inquiries to **both** email addresses shown below.

Mr. Rick Chuma, Director of Purchasing  
Support Services Complex  
6055 62nd Avenue  
Vero Beach, FL 32967

Tele: (772) 564-5050 Fax: (772) 564-5048

[rick.chuma@indianriverschools.org](mailto:rick.chuma@indianriverschools.org) and [Sheryl.cobb@indianriverschools.org](mailto:Sheryl.cobb@indianriverschools.org)

14.3 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.

14.4 Copies of addenda will be made available for inspection at the School District of Indian River County, Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967, where proposal documents are posted and also on the Purchasing Department's website; <https://www.indianriverschools.org/current-bids-rfps>

14.5 No addenda will be issued later than five (5) calendar days prior to the date for receipt

of proposals except on addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

- 14.6 Verbal Instructions - No negotiation, decisions or actions shall be initiated or executed by the bidder as a result of any discussions with any SDIRC employee. Only those communications that are in writing from the Director of Purchasing shall be considered as duly authorized expression on behalf of the Board.
- 15.0 INDULGENCE** - Indulgence by the School District of Indian River County on any non-compliance by the firm does not constitute a waiver of any rights under this agreement.
- 16.0 CORRECTIONS** - All price corrections must be initialed. This includes the use of correction fluid (white out) or any other method of correction.
- 17.0 DEFAULT** - In the event that the awarded firm should breach this contract, the School District of Indian River County reserves the right to seek all remedies in law and/or in equity.
- 18.0 VENDOR GUIDELINES**
- 18.1 This section addresses the bidder guidelines in the preparation and submission of responses to this RFP.
- 18.2 The District will evaluate each bid on its own merit and discuss its findings with its management. It is and shall be understood and agreed that the decision of the School Board after evaluation shall be final.
- 18.3 The vendor's response to the RFP, along with any addenda, shall upon award, be an addendum to the contract. Areas of non-compliance must be addressed and/or alternatives defined in detail to accomplish the same end of the requirement in question.
- 18.4 Before submitting a response, vendor should become familiar with any local conditions which may, in any manner, affect the work to be done or effect the equipment, materials, labor and services required. The vendor is also required to carefully examine the specifications and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 18.5 Proposals shall not be considered if the bidder cannot meet the special conditions contained herein unless the bidder can provide, as part of their proposal, alternative provisions which shall provide the School District the required degree of assurance of performance. The School Board shall be the sole judge of the adequacy of alternative provisions for the required degree of assurance of performance.
- 19.0 CONSTRAINTS**  
Includes, but not limited to, all applicable state laws and Department of Education Regulations.

**20.0 JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT – not applicable**

- 20.1 All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.
- 20.2 This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

**21.0 FUNDING OUT, TERMINATION, CANCELLATION**

- 21.1 Florida School Laws prohibit the Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.
- 21.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year. Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:
- 25.2.1 The Board may, during the contract period, terminate or discontinue the services covered in this RFP for any reason deemed in the best interest of the District including lack of appropriated funds upon the same terms and conditions as set forth in this section.
- 21.3 Such prior written notice will state: The lack of appropriated funds is the reason for termination. This completed statement must be included as part of any contract with the successful proposer. No contract will be considered that does not include this provision for "funding out".

**22.0 ASSIGNMENT** - The successful bidder shall not subcontract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.

**23.0 PUBLIC ENTITY CRIMES**

- 23.1 Pursuant to Florida Statutory requirements, potential Respondents are notified:
- 287.133(2)(a) 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.



- 23.2 287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.
- 23.3 287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.
- 23.4 By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes, nor Section 287.134, Florida Statutes.
- 23.5 In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.
- 23.6 Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes.
- 24.0 DRUG-FREE WORKPLACE** - Whenever two or more bids which are equal with respect to price, quality, and service are received by the district, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Attached is the drug-free workplace certificate form **Attachment A** to be submitted with bid or shall be submitted within three (3) days upon request.

## **25.0 DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a bidder, supplier, sub-bidder or consultant under contract with any public entity, and may not transact business with any public entity.

## **26.0 LEGAL REQUIREMENTS**

- 26.1 Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.
- 26.2 Work shall be accomplished in accordance with specifications set forth herein, and all applicable state, county and local laws, codes and ordinances. In addition, the bidder shall comply with the letter and intent of all EPA, OSHA and any other pertinent federal, state and local regulations concerning the work specified. Any and all work not meeting these requirements shall be corrected at no expense to the School District. Bidder shall secure and pay applicable fees and licenses necessary for the proper execution and completion of required work.
- 26.3 Vendors doing business with the School District of Indian River County are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, age or disability with regard to but not limited to the following: employment practices, rates of pay or other disability compensation methods, and training selection.

## **27.0 FEDERAL AND STATE TAX**

The School District of Indian River County is exempt from federal and state taxes for tangible personal property. The Director of Purchasing will sign an exemption certificate submitted by the successful respondent(s). Vendors or proposers doing business with the School District of Indian River County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with County, nor shall any vendor/proposer be authorized to use the County's Tax Exemption Number in securing such materials.

## **28.0 CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

- 28.1 As per School Board Rule 1113, 3113 and 4113 it is the policy of the School Board that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretation.

## **29.0 PUBLIC RECORDS LAW**

29.1 All proposal documents and/or other material submitted by the proposer in response to this Request for Proposal shall be open for inspection by any person and in accord with Chapter 119, Florida Statutes. Effective July 1, 2013 Florida Statute 119.0701 requires School Board agreements for services to include compliance with public record laws.

- Vendor must keep and maintain public records ordinarily and necessarily kept by the School Board in order to perform the service(s) awarded.
- Vendor must provide the public with access to public records on the same terms and conditions the School Board would provide the records and at a cost that does not exceed the cost provided in the Public Records Act.
- Vendor must insure public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law.
- Vendor must meet all the requirements for retaining public records and transfer at no cost to the School Board, all public records in the possession of the vendor upon termination of the agreement, and destroy any duplicate public records that are exempt or confidential and exempt, from public records disclosure requirements.

## **30.0 CANCELLATION / TERMINATION**

In the event any of the provisions of this proposal are violated by the bidder, the Superintendent or her designee, shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten (10) business days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School District of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School District of Indian River County, Florida, reserves the right to terminate any contract resulting from this RFP at any time and for any reason, upon giving ten (10) business days prior written notice to the Bidder. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School District of Indian River County shall only be required to pay to the Bidder that amount of the contract actually performed to the effective date of termination.

### **31.0 INVOICES / PAYMENT**

- 31.1 All invoices shall reference the correct purchase order number and shall be submitted after work has been performed to the District's satisfaction. The District will make payment within 45 days of receipt of approved invoice. Invoices shall be in accordance to terms, conditions and prices found in SDIRC 2016-07.
- 31.2 The District reserves the right to pay by credit card if it is determined to be in their best interest.

### **32.0 INSURANCE – (to be submitted by awarded vendor prior to the issuance of a purchase order or notice to proceed)**

- 32.1 Worker's Compensation consistent with Florida Statutes shall be carried and in force during the period of work under this contract by the bidder.
- 32.2 Property and casualty insurance with general liability comprehensive broad form endorsement and automotive liability in limits of \$1,000,000 single occurrence; \$2,000,000 aggregate. To be considered, carrier shall be duly licensed by the State of Florida and recognized as an admitted carrier in the State of Florida.
- 32.3 Vendor shall provide the School District of Indian River County with a Certificate of Insurance naming the District as "named additional insured", with thirty (30) day notice of cancellation. Certificates of Insurance verifying the above coverage's and validity periods shall be provided to the Director of Purchasing and Warehousing before a purchase order can be issued, and as necessary to confirm the validity of coverage during the project.
- 32.4 Professional Liability: The awarded proposer shall procure and maintain Professional Liability Insurance for the life of the contract, plus two years after completion. This insurance shall provide coverage against such liability resulting from the contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$5,000. The deductible shall be the responsibility of the insured. This policy must be continued or tail coverage provided for two years after completion of the contract.

### **33.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

- 33.1 Awarded proposers shall, in addition to any other obligation to indemnify the School Board of Indian River County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the awarded proposer, bidder, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration actual or alleged; bodily injury, sickness, disease or death, or injury to or destruction of

tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the awarded proposer, Bidder, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by Bidder in the performance of the work; or liens, claims or actions made by the awarded proposer or any sub-bidder or other party performing the work.

- 33.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the awarded proposer of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. This article will survive the termination of the contract.

#### **34.0 RIGHT OF REVIEW**

The owner reserves all right to review and approve procedures for proposed handling, installation, and quality by the bidder.

#### **35.0 DEBARMENT**

- 35.1 As per Board Rule 6320 Debarment the Superintendent shall have the authority to debar a person/corporation, for cause, from consideration or award of further contracts. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
- 35.2 By submitting a proposal, and completing **Attachment B** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, the vendor 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 the preceding five year period, 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.
  - b. 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).
- c. Have not within the preceding five year period had one or more public transactions (federal, state or local) terminated for cause or default.
  - d. Have not been debarred by the School Board pursuant to School Board policy 6320.
- 35.3 Bidder agrees to notify School Board within 30 days after the occurrence of any the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in 42.2 a through e with respect to bidder or its principals.

### **36.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT**

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assigned by the bidder without the prior written consent of the Board. Any contract resulting from this RFP may be amended only in writing signed by the bidder and the Board with the same degree of formality evidenced in the contract resulting from this RFP.

### **37.0 CONTRACT VARIANCES AND EXCEPTIONS**

Bidder shall provide any variances, exceptions, or variations to requirements, specifications, products and/or services outlined in this proposal. Use additional sheets if needed.

### **38.0 DISCLAIMER**

This Request for Proposal (RFP) is not an offer of purchase. It is a request for product/service information and costs to assist the School Board of Indian River County, FL to make an acquisition decision and enter into a contract with the successful proposing firm for the services outline in the Scope of Work and the proposal. Neither the schools, the Purchasing Department, nor any other department or person are authorized to make a commitment until this solicitation process has been completed and a written purchase order is provided to the successful proposing firm.

### **39.0 FORCE MAJEURE**

The School Board and the bidder will exercise every reasonable effort to meet their respective obligations as outlined in this RFP and the ensuing contract, if any, but shall not be liable for delays resulting from Force Majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other causes whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

### **40.0 GOVERNING LAW AND JURISDICTION**

Any contract resulting from the RFP shall be governed by the laws of Florida, without giving effect to the choice of laws principles thereof, and is deemed to have been executed, entered

into and performed within Florida. The parties hereby irrevocably submit to jurisdiction in Florida and venue shall lie in Indian River County Courts. The parties hereby waive any objection to such jurisdiction and venue.

#### **41.0 ETHICAL BUSINESS PRACTICES**

Pursuant to Board Policies 0125 and 4214, restrictions of gifts to School Board members and staff members are outlined in these policies.

#### **42.0 JESSICA LUNSFORD ACT**

42.1 On September 1, 2005, a new law known as the Jessica Lunsford Act, involving all school district vendors went into effect. This law requires all individuals who are permitted access on school grounds when students are present, who will have direct contact with children or any student of the District, or who will have access to or control of school funds to be fingerprinted and background checked.

42.2 The Bidder will comply with all requirements of §1012.32, §1012.465, §1012.467 and §1012.468, Florida Statutes. Its employees and subcontractors who provide services under this contract shall complete the fingerprinting conducted or coordinated by the School Board pursuant to §1012.32, Florida Statutes, or present to School Board a valid uniform, statewide identification badge issued by another Florida school district. This background screening or presentment of a previously issued badge shall occur in advance of the Bidder or its personnel or subcontractors providing any services. The Bidder will bear the cost of the fingerprinting and background screening required by §1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Bidder, its employees and subcontractors. The Bidder's employees and subcontractors shall display the issued uniform, statewide identification badge **in plain view** at all times while at a School Board facility. The parties agree that the failure of the Bidder to perform any of the duties described in this paragraph shall constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this contract. Further, notwithstanding any limitation of liability contained in this contract, the Bidder 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, or third party claims resulting from Bidder's failure to comply with these requirements. Bidder shall require each of Bidder's subcontractors on the project to agree in writing to the provisions of this paragraph. Bidder's employees, agents, or bidders shall not be allowed access to any School Board facility until such time as Bidder is in compliance with the provisions of this paragraph.

**43.0 POSTING OF RFP AND SPECIFICATIONS** – Request for Proposals with specifications will be posted for review by interested parties at the Purchasing Department located at 6055 62<sup>nd</sup> Avenue, Vero Beach, FL 32967 on the District website

<https://www.indianriverschools.org/bids-and-contracts2> on the date of bid mailing and will remain posted for a period of ten (10) days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**44.0 POSTING OF RFP TABULATIONS** - Request for Proposals tabulations with recommended award(s) will be posted for review by interested parties, at the Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 on or about **November 12, 2015** and also on the district's website <https://www.indianriverschools.org/bids-and-contracts2> and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**45.0 BID PROTEST**

- 45.1 Any proposers who are adversely affected by the recommended award may file a protest within the time and manner prescribed in Florida Statute 120.57(3). At the time of filing the formal protest, a bond must be secured and made payable to the District. Failure to file a bond at the time of filing a protest shall result in an administrative dismissal with prejudice of the protest. Failure to file a protest within 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 of proceedings under Chapter 120, Florida Statutes.
- 45.2 If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outline in FS 120.57(3). Any person who files an action protesting the bid specifications, a decision or intended decision pertaining to this bid pursuant to FS 120.57(3), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Indian River County. For projects less than \$500,000 a bond must be submitted in an amount equal to \$5,000 or 2% of the lowest accepted bid; whichever is greater. For projects greater than \$500,000, a bond must be submitted in the amount equal to \$25,000 or 2% of the lowest accepted bid; whichever is greater.
- 45.3 Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be an acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including changes by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.



**RFP SUMMARY PAGE**

**SELECTION CRITERIA**

**ITEM A. VENDOR'S METHODOLOGY** (25 Points Max.)

Insert your response to 10.0 A. Vendor Methodology, Page 9 and 10 in a question and answer format.

**ITEM B. FEES** (25 Points Max.)

1. Provide a flat fixed fee as per the specifications, terms and conditions of this RFP

\_\_\_\_\_ %

2. Provide an hour rate for additional services as specified 10. B. 4. Page 10

\$ \_\_\_\_\_ per hour

Please insert your response for all additional information requested in 10. B. Fees, Page 11

**ITEM C. REFERENCES/EXPERIENCE** (25 Points Max.)

Please insert your response to 10. C. References/Experiences, Page 11

**ITEM D. LITIGATION** (25 Points Max.)

Please insert your response to 10. D. Litigation, Page 11

Company Name \_\_\_\_\_

Bidder's Initials \_\_\_\_\_

**CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all bidders must disclose if any School District of Indian River County employee or family member (that is in a position of authority, will be involved with the contract on a daily/monthly basis or will be involved in the contract administration) who is also an owner, corporate officer or employee of their business. Indicate either yes or no.

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give the person(s) name(s) and position(s) with your business.

---

---

Company Name \_\_\_\_\_

Bidder's Initials \_\_\_\_\_

ATTACHMENT A

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.887, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. This special condition is as follows:

Identical Tie Bid - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. A business shall:

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Date

Must be executed and returned with bid at time of bid opening or within three (3) days of request.

School District of Indian River County  
Purchasing Department

**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion Lower Tier Covered Transactions**

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

RFP, RFQ, RFP Number \_\_\_\_\_

Organization's Name \_\_\_\_\_

Name and Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

### INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



ATTACHMENT C

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FOR CONTRACTED SERVICES

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2015**, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "**School Board**", and \_\_\_\_\_ (Legal Name of Contracting Party/Organization) hereinafter referred to as the "**CONTRACTOR**", is as follows:

**1. SCOPE OF WORK**

The Contractor shall, in a satisfactory and proper manner as determined by the Superintendent, perform the following:

Nature of Contracted Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Anticipated Outcome of Contracted Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location of Contracted Service: \_\_\_\_\_  
\_\_\_\_\_

Date(s)/Hours of Service: \_\_\_\_\_

**2. TERM OF AGREEMENT -**

The **Contractor** shall commence performance of the Agreement on the xxx day of xxxxx, **2015**, and shall complete performance to the satisfaction of the Superintendent no later than the xxxx day of xxxxxxx, **2016** . The **School Board** reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the **Contractor**.

**3. COMPENSATION**

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount not to exceed \$xxxxxxx which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in



advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

#### **4. PAYMENT SCHEDULE**

Payment will be generated by the **School Board's** Accounts Payable Department within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

- Lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services and District-approved invoice
- Partial payments after District-approved invoice(s).
- See payment schedule hereto attached and incorporated into this Agreement.
- Payment of District-approved invoice(s).

#### **5. REGULATIONS & ORDINANCES**

The **Contractor** shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

#### **6. CONFIDENTIALITY OF STUDENT RECORDS**

For the purposes of performing the above scope of services only, **Contractor** is hereby designated a school official for the purposes of receiving limited confidential student information and the **Contractor** shall remain under the direct control of the **School Board** with respect to the use and maintenance of the confidential student information. **Contractor** acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the purpose listed in paragraph 1 above and for no other purpose. Upon the completion of the services, **Contractor** shall return to **School Board** all original and any copies of the confidential student information, and shall not retain any confidential student information. As **Contractor** will be receiving student information that is otherwise confidential, **Contractor** shall fully comply with the requirements of § 1002.22 and § 1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, **Contractor** for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the **School Board** and its officers and employees harmless for any violation of this provision, including, but not limited to defending the **School Board** and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the **School Board**, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the **School Board** arising out of the breach of this provision by the **Contractor**, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that the **Contractor** shall either intentionally or negligently violate this provision, or § 1002.22 or § 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon the **Contractor** until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

#### **7. ENTIRE AGREEMENT**

It is understood and agreed that this Agreement including Purchase Order Terms & Conditions, contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

### **8. GOVERNING LAW; VENUE**

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

### **9. INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

**Contractor** shall, in addition to any other obligation to indemnify the **School Board** of Indian River County, Florida, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the **Contractor**, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by **Contractor** in the performance of the work; or liens, claims or actions made by the **Contractor** or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the **Contractor** or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

### **10. DUTY TO DEFEND**

The **Contractor** agrees, at its own expense, and upon written request by the **Board**, to defend any suit, action or demand brought against the **School Board** on any claim or demand arising out of, resulting from or incidental to **Contractor's** performance under this Agreement.

### **11. CANCELLATION / TERMINATION**

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The **School Board** of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract. The **School Board** of Indian River County shall only be required to pay to the **Contractor** that amount of the contract actually performed to the effective date of termination.

### **12. EQUAL EMPLOYMENT OPPORTUNITY**

**Contractors** awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with 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).

### **13. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. **Contractor** understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The **Contractor** shall keep records to show its compliance with program requirements. **Contractors** and subcontractors must make available, upon request of the **School Board**, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the **Contractor** which are directly pertinent to



this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **Contractor** shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. **Contractor** shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the **Contractor** must be transferred to **School Board** at no cost. If records are stored electronically, the records must be provided in a compatible format to **School Board's** operating system.

#### **14. PATENTS, COPYRIGHTS AND ROYALTIES**

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The **School Board** of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. **Contractor** shall defend, indemnify and hold the **School Board** and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with any of the foregoing. **Contractor** will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the **School Board**. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

#### **15. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board** Policies as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration for services, **Contractor** and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and **School Board** Policies prior to providing services to The **School Board** of Indian River County.

Additionally, **Contractor** agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and **School Board** Policies.

A non-instructional **Contractor** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the

employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

**Contractor** agrees to provide the **School Board** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **Contractor** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. **Contractor** further agrees to notify the **School Board** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **Contractor** to notify the **School Board** of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

**16. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

As per **School Board** Rule 1113, it is the policy that no District officer or employee, including but not limited to, **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the **Board** that no District officer or employee, including but not limited to **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the **Board** that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

**17. COMPLIANCE WITH BOARD POLICIES**

I certify agreement with the following **School Board** Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Cone of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable **School Board** contracting and procurement policies and procedures.

**18. ASSIGNMENT**

This Agreement may not be assigned nor may any assignment of monies due, or to become due to **Contractor**, be assigned without the prior written agreement of The **School Board** of Indian River County, Florida. If **Contractor** attempts to make such an assignment, such attempt shall constitute a condition of default.

**19. DEBARMENT**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, 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 the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

**Contractor** agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs 19(a) – (e) above, with respect to **Contractor** or its principals.

**20. DAVIS-BACON ACT LABOR STANDARDS**

The **Contractor** shall comply with all applicable provisions of 40 U.S.C. §276a to 276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

**21. CONDUCT WHILE ON SCHOOL PROPERTY**

The **Contractor** acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** Policies and subject to the administrator of designee. It will be considered a breach of this Agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

**22. NO WAIVER**

Nothing herein is intended to serve as a waiver of sovereign immunity by the **School Board**.

**23. 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, or national or ethnic origin.

**24. NO TAXES**

The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

**25. WRITTEN NOTICE DELIVERY**

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**Contractor/Vendor Address.** The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

**Contractor/Vendor** \_\_\_\_\_  
**Contact's Name/Title**      **Attn:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_

**School Board's Address.** The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

School Board of Indian River County  
Attn: Superintendent, Mark J. Rendell, Ed.D  
1990 25<sup>th</sup> Street  
Vero Beach, Florida 32960

**With a copy to:**

Department                      **Human Resources**  
Department Director         **Attn: Dr. Edwina Suit, PHR, SHRM-CP**  
Address:                            **1990 25<sup>th</sup> Street**  
   **Vero Beach, FL 32960**

**And a copy to:**

Department                      **Purchasing**  
Department Director         **Attn: Rick Chuma, Director**  
Address:                            **6055 62<sup>nd</sup> Avenue**  
   **Vero Beach, FL 32967**

**26. INSURANCE REQUIREMENTS**

**Contractor** shall provide evidence of insurance as may be required by the **School Board's** Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverage. Upon request, "The **School Board** of Indian River County, Florida, its officers, directors and employees" shall be named as additional insured. Prior to effective date of the Agreement, **Contractor** shall be responsible for providing the **School Board** with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the **Contractor** shall also comply with insurance requirements set forth therein. **Contractor** shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the **School Board**, shall constitute a material default under the Agreement.

**VENDOR/CONTRACTOR**

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

\_\_\_\_\_  
Company Name

The School Board of Indian River County, Florida

\_\_\_\_\_  
Signature of Vendor/Contractor

\_\_\_\_\_  
Signature of Chairman, School Board of Indian River County, FL

\_\_\_\_\_  
Printed Name of Vendor/Contractor

Matthew R. McCain  
Printed Name of Chairman, School Board of Indian River County, FL

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

1990 25<sup>th</sup> Steet  
Address

\_\_\_\_\_

Vero Beach, FL 32960

\_\_\_\_\_  
TELEPHONE / FAX NUMBER

\_\_\_\_\_  
CONTACT EMAIL ADDRESS

FEIN (BUSINESS) \_\_\_\_\_

SS# (INDIVIDUAL) \_\_\_\_\_

**ATTACHMENT D**



**Support Service Complex  
Attention: Purchasing Department  
6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967  
772-564-5045**

**Please note: a GPS does not provide accurate directions to this address. Please follow these directions:**

**I-95**

**Coming from the north I-95**

Exit 156 at Fellsmere (SR 512) and travel east

Turn right on SR 510

Travel several miles and turn right on 66<sup>th</sup> Avenue

Turn left on 57<sup>th</sup> Street

Turn left on 62<sup>nd</sup> Avenue and travel to the end of the road. Our complex is on the left. The 3<sup>rd</sup> driveway is the visitor's entrance. The front door is by the flag.

**Coming from the south I-95**

Exit 147 Vero Beach (State Road 60) and travel east.

Turn left on 66<sup>th</sup> Avenue

Travel north and turn right on 57<sup>th</sup> Street.

Turn left on 62<sup>nd</sup> Avenue and travel to the end of the road. Our complex is on the left. The 3<sup>rd</sup> driveway is the visitor's entrance. The front door is by the flag.

**US1**

Turn west on 53<sup>rd</sup> Street.

Turn right on 58<sup>th</sup> Avenue (Kings Highway).

Left on 57<sup>th</sup> Street

Right on 62<sup>nd</sup> Avenue and travel to the end. Our complex is on the left. The 3<sup>rd</sup> driveway is for visitors. The front door is by flag.

Storm Grove Middle School is directly south of our complex. If you would like to use their address for mapping purposes their address is 6400 57th Street, Vero Beach FL 32967.

AGENDA ITEM

INVITATION TO BID NO.: 18C-16L – TERM CONTRACT FOR CAFETERIA AND CULINARY ARTS  
EQUIPMENT, OEM PARTS, INSTALLATION AND REPAIR

DATE: August 2, 2017  
DATE SOLICITED: June 28, 2017  
PRESENTED TO BOARD: September 27, 2017

DATE OPENED: July 24, 2017  
DATE POSTED: August 2, 2017

CONTRACT PERIOD: October 31, 2017 through October 30, 2020  
DEPARTMENT: Various      FUND: Various      FUNCTION: Various      ACCOUNT: Various  
FUNDING SOURCE: School Food Service  
REQUESTING DEPARTMENT: School Food Service

**FINANCIAL IMPACT**

The annual financial impact to the Special Revenue Food Service and Capital Maintenance Transfer Budgets are not to exceed \$3,500,000.

Items to be purchased include School Food Service and Culinary Arts equipment, OEM parts, installation and repair.

**AWARD RECOMMENDATION / TABULATION**

**(See attached Bid Summaries)**

**VENDOR**

**MINORITY STATUS**

<b><u>Advance Case Parts, Inc.</u></b>	---
<b>( AllPoints Foodservice Parts and Supplies )</b>	---
<b><u>Florida Commercial Appliance Parts &amp; Service Inc.</u></b>	---
<b><u>General Hotel &amp; Restaurant Supply Corporation</u></b>	---
<b><u>Gulf Ice Systems, Inc.</u></b>	6
<b><u>Heritage Food Service Group</u></b>	---
<b><u>J.M.B. Repairs, Inc.</u></b>	---
<b><u>Milo Food Service Equipment Dist., Inc.</u></b>	---
<b><u>School Specialty, Inc.</u></b>	---
<b><u>Unisource Marketing Group</u></b>	---

LEGEND:

\_\_\_\_\_ = Award - Primary

===== = Award – Secondary

(        ) = Reject

MINORITY - (2-African American, 3-Hispanic American, 4-Native American, 5-Asian American, 6-American Woman, 7-Physically Impaired, 8-Other)

Revised 4/14/16

**EXCEPTIONS:**

Section III, OEM Parts

AllPoints Foodservice Parts and Supplies – Rejected. Responses given represented percentage discount off of OEM list price. Requirement was to list percentage mark-up.

Heritage Food Service Group. Items: 4, 8, 41, 45, 46, 50, 63, 66, 81, 82, 84, 85, 93, 104, 115-118, 120, 125, 126, 128, 136, 137, 166, 169. Rejected. Requirement was to list percentage mark-up.

**TIE BIDS**

Section I: Items 9, 47, 87.

Section II: Items 8, 47, 54, 69, 87.

Awards: Primary and Secondary:

<b><u>VENDOR</u></b>	<b><u>AWARD - PRIMARY</u></b>	<b><u>AWARD - SECONDARY</u></b>
Advance Case Parts, Inc.	Section I: 7, 9, 11-13, 16, 17, 19-21, 24, 30, 32, 33,36, 40, 44, 46, 48, 50, 52, 53, 55, 61, 64, 66-68, 70, 71, 74-76, 79-81, 83-87, 89-91, 93, 94, 96, 98, 102, 104, 105, 108, 109, 111-113, 115, 116, 118, 120, 121, 124, 126, 128, 129, 131-133, 135-140, 143-145, 148, 151, 157, 158, 164, 166-170, 172, 175.  Section II: 3, 6, 7-13, 15-25, 27, 29-34, 40-42, 44, 48-53, 55-62, 64-71, 74-86, 88-98, 101, 102, 104-106, 108-121, 124-129, 131-170, 172-175.	Section I: 3, 5, 6, 8,10, 15, 18, 23, 25, 27, 29, 37, 38, 42, 45, 49, 51, 55, 58, 59, 60, 63, 65, 78, 82, 88, 92, 95, 97, 100, 103, 106, 107, 110, 114, 119, 123, 125, 134, 141, 147, 153, 155, 156, 159, 162, 165, 171, 173, 174.  Section II: 1, 2, 4, 5, 14, 26, 28, 35-39, 43, 45-47, 54, 63, 72, 73, 87, 99, 100, 103, 107, 122, 123, 130, 171.
Florida Commercial Appliance Parts & Service Inc.	Section III: 1, 2, 4-37, 39-45, 47-57, 59-113, 115-158, 160-162, 164-175.	Section III: 3, 38, 46, 58, 159, 163,
General Hotel & Restaurant Supply Corporation	Section I: 1, 2, 3, 6, 8, 10, 14, 18, 22, 23, 25-27, 29, 31, 34-35, 37-39, 49, 51, 54, 56, 57, 62, 63, 65, 72, 73, 77, 78, 82, 88, 92, 95, 97, 99, 101, 106, 107, 110, 114, 117, 119, 122, 125, 127, 130, 134, 141, 142, 146, 147, 152, 156, 160-163, 165, 173, 174.	Section I: 4, 28, 41, 43, 47, 56, 58, 59, 60, 69..
Gulf Ice Systems, Inc.	Section I: 69  Section II: 69	Section I:
Heritage Food Service Group	Section III: 163,	Section III: 134, 135, 155,
J.M.B. Repairs, Inc.	Section I: 103, 123.  Section II: 43, 73, 87, 103, 123, 130.  Section III:	Section I: 9, 23, 87, 130.  Section II: 8.  Section III: 1, 2, 4-24, 26-29, 31-37, 39-45, 47-57, 59-113, 115-133, 136-154, 156-158, 160-162, 164-175.



Milo Food Service Equipment Dist., Inc.	Section I: 4, 5, 15, 28, 41, 47, 58, 100, 139, 159, 171.  Section II: 1, 2, 4, 5, 14, 26, 28, 35, 39, 47, 54, 58, 63, 72, 99, 100, 107, 122, 171.	Section I: 1, 2, 4, 5, 14, 22, 26, 31, 35, 39, 54, 56, 62, 72, 77, 99, 107, 117, 122, 127, 146, 161.  Section II: 69, 118, 159.
School Specialty, Inc.	Section I: 45.	
Unisource Marketing Group	Section III: 3, 38, 46, 58, 114, 159,	Section III: 25,

According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both or all vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both or all vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss. In the event there is a 3-way tie, vendor's company name will be chosen in a drawing.

**RECOMMENDATIONS:**

**Sections I and II:** It is recommended that the award be made by line item to the responsive, responsible bidder offering the highest fixed percentage discount as indicated in the Bid Summaries, and authorize the use of the secondary awardee in the event the primary awardee cannot fulfill their contract.

**Section III:** It is recommended that the award be made by line item to the responsive, responsible bidder offering the lowest percentage mark-up as indicated in the Bid Summaries, and authorize the use of the secondary awardee in the event the primary awardee cannot fulfill their contract.

**Section IV:** It is recommended that the award be made to all responsive and responsible bidders in order to meet the needs of the School District.

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

#### DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

DG:GM:AB

**18C-16L  
BID SUMMARY**

**SECTION I: EQUIPMENT ONLY**

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
1	ACCUTEMP	10%	<u>57%</u>	---	---	<u>48%</u>	---
2	ADVANCED TABCO	5%	<u>61%</u>	---	---	<u>52%</u>	---
3	ALTO-SHAAM	<u>10%</u>	<u>21%</u>	---	---	---	---
4	ANGELO PO	0%	<u>35%</u>	---	---	<u>37%</u>	---
5	ATLAS	<u>0%</u>	---	---	---	<u>37%</u>	---
6	BAKERS PRIDE	<u>10%</u>	<u>42%</u>	---	---	---	---
7	BALDOR	<u>5%</u>	---	---	---	---	---
8	BERKEL ITW FOOD EQUIPMENT GROUP	<u>0%</u>	<u>55%</u>	---	---	---	---
9	BETA	<u>0%</u>	---	---	<u>0%</u>	---	---
10	BEVERAGE-AIR	<u>10%</u>	<u>68%</u>	---	---	---	---
11	BEVERAGE PRODUCTS	<u>5%</u>	---	---	---	---	---
12	BKI	<u>10%</u>	---	---	---	---	---
13	BLAKESLEE	<u>5%</u>	---	---	---	---	---
14	BLODGETT CORP.	10%	<u>62%</u>	---	---	<u>56%</u>	---
15	BOHN HEATCRAFT WORLDWIDE REFRIGERATION	<u>10%</u>	---	---	---	<u>35%</u>	---
16	BRISTOL	<u>0%</u>	---	---	---	---	---
17	BSI, LLC	<u>0%</u>	---	---	---	---	---
18	BUNN-O-MATIC CORP.	<u>10%</u>	<u>35%</u>	---	---	---	---
19	BUSS	<u>0%</u>	---	---	---	---	---

LEGEND:

\_\_\_\_\_ = Award - Primary

\_\_\_\_\_ = Award - Secondary

\* Minority Preference

18C-16L  
 BID SUMMARY

**SECTION I: EQUIPMENT ONLY**

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
20	CADDY CORPORATION	<u>0%</u>	---	---	---	---	---
21	CAPP	<u>0%</u>	---	---	---	---	---
22	CARTER-HOFFMAN	5%	<u>51%</u>	---	---	<u>35%</u>	---
23	CECILWARE	<u>5%</u>	<u>35%</u>	---	---	---	---
24	CENTURY CONCEPTS INC.	<u>0%</u>	---	---	---	---	---
25	CHAMPION	<u>10%</u>	<u>15%</u>	---	---	---	---
26	CLEVELAND MANITOWOC FOOD SERVICE	10%	<u>61%</u>	---	---	<u>57%</u>	---
27	COLORPOINT LOW TEMP INDUSTRIES	<u>0%</u>	<u>56%</u>	---	---	---	---
28	CONTINENTAL REFRIGERATOR	10%	<u>59%</u>	---	---	<u>62%</u>	---
29	COOKTEK	<u>0%</u>	<u>38%</u>	---	---	---	---
30	COPELAND	<u>10%</u>	---	---	---	---	---
31	CRES COR	10%	<u>52%</u>	---	---	<u>43%</u>	---
32	CUNO, INC. 3M PURIFICATION INC.	<u>0%</u>	---	---	---	---	---
33	DAYCO	<u>0%</u>	---	---	---	---	---
34	DEAN MANITOWOC FOOD SERVICE	10%	<u>51%</u>	---	---	---	---
35	DELFIELD MANITOWOC FOOD SERVICE	10%	<u>68%</u>	---	---	<u>60%</u>	---
36	DITO DEAN	<u>10%</u>	---	---	---	---	---
37	DORMONT MANUFACTURING CO.	<u>10%</u>	<u>51%</u>	---	---	---	---

LEGEND:

\_\_\_\_\_ = Award - Primary

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\* Minority Preference

**18C-16L  
BID SUMMARY**

**SECTION I: EQUIPMENT ONLY**

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
38	DOYON EQUIPMENT INC.	<u>10%</u>	<u>40%</u>	---	---	---	---
39	DUKE MANUFACTURING	5%	<u>42%</u>	---	---	<u>40%</u>	---
40	DUPONT	<u>0%</u>	---	---	---	---	---
41	EAGLE GROUP	10%	<u>45%</u>	---	---	<u>47%</u>	---
42	ELECTROLUX	<u>0%</u>	<u>37%</u>	---	---	---	---
43	EVERPURE	10%	<u>43%</u>	<u>50%</u>	15%	31%	---
44	FASCO	<u>0%</u>	---	---	---	---	---
45	FLEETWOOD	<u>10%</u>	5%	---	---	---	<u>35%</u>
46	FOLLETT CORPORATION	<u>10%</u>	---	---	---	---	---
47	FOOD WARMING EQUIPMENT CO., INC.	10%	<u>43%</u>	---	---	<u>43%</u>	---
48	FORMS PLASTICS CO. (including supplies)	<u>0%</u>	---	---	---	---	---
49	FRANKLIN MACHINE PRODUCTS (FMP)	<u>5%</u>	<u>36%</u>	---	---	---	---
50	FRIGIDAIRE ELECTROLUX	<u>0%</u>	---	---	---	---	---
51	FRYMASTER MANITOWOC FOOD SERVICE	<u>10%</u>	<u>51%</u>	---	---	---	---
52	FURNAS SIEMENS	<u>0%</u>	---	---	---	---	---
53	G. E. PRODUCTS	<u>5%</u>	---	---	---	---	---
54	GARLAND MANITOWOC FOOD SERVICE	10%	<u>58%</u>	---	---	<u>50%</u>	---
55	GE MOTORS (GE ENERGY)	<u>5%</u>	---	---	---	---	---
56	GLOBE FOOD EQUIPMENT CO.	5%	<u>42%</u>	---	---	<u>40%</u>	---

LEGEND:

\_\_\_\_\_ = Award - Primary

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18C-16L  
 BID SUMMARY

**SECTION I: EQUIPMENT ONLY**

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
57	GOLD MEDAL PRODUCTS	5%	<u>13%</u>	---	---	---	---
58	GROEN UNIFIED BRANDS	<u>10%</u>	---	---	---	<u>49%</u>	---
59	HAMILTON BEACH	<u>5%</u>	<u>40%</u>	---	---	---	---
60	HARFORD MANITOWOC FOOD SERVICE	<u>5%</u>	<u>43%</u>	---	---	---	---
61	HARTELL	<u>0%</u>	---	---	---	---	---
62	HATCO CORP.	10%	<u>38%</u>	---	---	<u>36%</u>	---
63	HOBART	<u>0%</u>	<u>30%</u>	---	---	---	---
64	HONEYWELL	<u>0%</u>	---	---	---	---	---
65	HOSHIZOKI AMERICA, INC.	<u>10%</u>	<u>37%</u>	---	---	---	---
66	HOTPOINT	<u>10%</u>	---	---	---	---	---
67	HUSSMAN INGERSOLL-RAND CO.	<u>10%</u>	---	---	---	---	---
68	ICE JACKET	<u>0%</u>	---	---	---	---	---
69	ICE-O-MATIC	10%	<u>59%</u>	<u>58% *</u>	---	45%	---
70	ICM CONTROLS	<u>0%</u>	---	---	---	---	---
71	ICOR INTERNATIONAL	<u>0%</u>	---	---	---	---	---
72	INTERMETRO INDUSTRIES	0%	<u>46%</u>	---	---	<u>45%</u>	---
73	INSINKERATOR	5%	<u>33%</u>	---	<u>25%</u>	---	---
74	INSINGER MACHINE CO.	<u>5%</u>	---	---	---	---	---
75	INTERLINK HEATCRAFT WORLDWIDE REFRIGERATION	<u>5%</u>	---	---	---	---	---

LEGEND:

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\* Minority Preference

**18C-16L  
BID SUMMARY**

**SECTION I: EQUIPMENT ONLY**

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
76	ISS EQUIPMENT	<u>0%</u>	---	---	---	---	---
77	JACKSON MANITOWOC FOOD SERVICE	10%	<u>35%</u>	---	---	<u>33%</u>	---
78	JADE RANGE	<u>5%</u>	<u>20%</u>	---	---	---	---
79	JOHNSON CONTROLS	<u>0%</u>	---	---	---	---	---
80	KASON INDUSTRIES	<u>10%</u>	---	---	---	---	---
81	KEATING OF CHICAGO	<u>5%</u>	---	---	---	---	---
82	KELMAX STORAGE PRODUCTS GROUP	<u>0%</u>	<u>40%</u>	---	---	---	---
83	KELVINATOR NATIONAL REFRIGERATION PRODUCTS	<u>0%</u>	---	---	---	---	---
84	KENMORE	<u>5%</u>	---	---	---	---	---
85	KITCHENAID	<u>5%</u>	---	---	---	---	---
86	KLIXON PRECISION PRODUCTS SENSATA TECHNOLOGIES	<u>10%</u>	---	---	---	---	---
87	KNIGHT IDEX CORPORATION	<u>0%</u>	---	---	<u>0%</u>	---	---
88	KOLPAK MANITOWOC FOOD SERVICE	<u>10%</u>	<u>55%</u>	---	---	---	---
89	KOOL STAR	<u>0%</u>	---	---	---	---	---
90	KRAMER-TRENTON	<u>0%</u>	---	---	---	---	---
91	LANCER	<u>10%</u>	---	---	---	---	---
92	LANG	<u>10%</u>	<u>45%</u>	---	---	---	---

**LEGEND:**

\_\_\_\_\_ = Award - Primary

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\* Minority Preference

18C-16L  
 BID SUMMARY

**SECTION I: EQUIPMENT ONLY**

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
93	LARKIN HEATCRAFT WORLDWIDE REFRIGERATION	<u>0%</u>	---	---	---	---	---
94	LEGION	<u>0%</u>	---	---	---	---	---
95	LINCOLN MANITOWOC FOOD SERVICE	<u>10%</u>	<u>44%</u>	---	---	---	---
96	LOCHINVAR	<u>0%</u>	---	---	---	---	---
97	LTI (LOW-TEMP INDUSTRIES)	<u>10%</u>	<u>56%</u>	---	---	---	---
98	LOWE REFRIGERATION, INC.	<u>10%</u>	---	---	---	---	---
99	MANITOWOC	<u>10%</u>	<u>61%</u>	---	---	<u>58%</u>	---
100	MARKET FORGE INDUSTRIES, INC.	<u>10%</u>	---	---	---	<u>50%</u>	---
101	MARSHALL AIR SYSTEMS	<u>0%</u>	<u>50%</u>	---	---	---	---
102	MASTER-BILT	<u>10%</u>	<u>50%</u>	---	---	---	---
103	MASTER DISPOSERS	<u>10%</u>	---	---	<u>25%</u>	---	---
104	MAYTAG	<u>0%</u>	---	---	---	---	---
105	MENUMASTER COMMERCIAL	<u>0%</u>	---	---	---	---	---
106	MERCO MANITOWOC FOOD SERVICE	<u>10%</u>	<u>39%</u>	---	---	---	---
107	METRO	<u>10%</u>	<u>46%</u>	---	---	<u>45%</u>	---
108	MOD-U-SERVE	<u>0%</u>	---	---	---	---	---
109	MOFFAT NORTH AMERICA	<u>0%</u>	---	---	---	---	---
110	MONTAGUE CO.	<u>0%</u>	<u>40%</u>	---	---	---	---
111	MOYER DIEBEL	<u>0%</u>	---	---	---	---	---

LEGEND:

\_\_\_\_\_ = Award - Primary

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\* Minority Preference



18C-16L  
BID SUMMARY

**SECTION I: EQUIPMENT ONLY**

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
112	MUELLER INDUSTRIES	0%	---	---	---	---	---
113	NIBCO	0%	---	---	---	---	---
114	NORLAKE	<u>10%</u>	<u>41%</u>	---	---	---	---
115	NU-CALGON	0%	---	---	---	---	---
116	OLIVER PACKAGING & EQUIPMENT CO.	<u>10%</u>	---	---	---	---	---
117	PANASONIC	5%	<u>42%</u>	---	---	<u>31%</u>	---
118	PIPER PRODUCTS INC.	<u>5%</u>	---	---	---	---	---
119	PITCO FRIALATOR	<u>10%</u>	<u>49%</u>	---	---	---	---
120	PRECISION FOOD EQUIPMENT	0%	---	---	---	---	---
121	RANCO - INVENSYS	0%	---	---	---	---	---
122	RATIONAL	0%	<u>39%</u>	---	---	<u>20%</u>	---
123	REDGOAT DISPOSERS	<u>5%</u>	---	---	<u>25%</u>	---	---
124	REFRIGERATION TECHNOLOGIES	0%	---	---	---	---	---
125	REGAL WARE, INC.	0%	<u>15%</u>	---	---	---	---
126	RF HUNTER, INC.	0%	---	---	---	---	---
127	ROBOT COUPE USA INC.	5%	<u>23%</u>	---	---	<u>22%</u>	---
128	ROPER	0%	---	---	---	---	---
129	ROSS TEMP	0%	---	---	---	---	---
130	SALVAJOR	5%	<u>30%</u>	---	<u>25%</u>	---	---
131	SANI-SERVE	0%	---	---	---	---	---

LEGEND:

\_\_\_\_\_ = Award - Primary

\_\_\_\_\_ = Award - Secondary

\* Minority Preference

18C-16L  
BID SUMMARY

**SECTION I: EQUIPMENT ONLY**

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
132	SAVORY	5%	---	---	---	---	---
133	SCHMIDT	0%	---	---	---	---	---
134	SCOTSMAN ICE SYSTEMS	10%	50%	---	---	---	---
135	SECO	0%	---	---	---	---	---
136	SERVOLIFT	50%	---	---	---	---	---
137	SHARP	0%	---	---	---	---	---
138	SHELCON	0%	---	---	---	---	---
139	SHELLY	0%	---	---	---	40%	---
140	SOMAT	5%	---	---	---	---	---
141	SOUTHBEND	10%	45%	---	---	---	---
142	SPRAY MASTER TECHNOLOGIES	0%	7%	---	---	---	---
143	SPEED QUEEN	0%	---	---	---	---	---
144	SPOKANE STAINLESS PRODUCTS	0%	---	---	---	---	---
145	SQUARE D - SCHNEIDER ELECTRIC	0%	---	---	---	---	---
146	STAR MANUFACTURING	5%	43%	---	---	40%	---
147	STEROI ITW FOOD EQUIPMENT GROUP	0%	5%	---	---	---	---
148	STEVECO	0%	---	---	---	---	---
149	TECUMSEH	5%	---	---	---	---	---
150	TERRISON	0%	---	---	---	---	---
151	THERMODUKE	0%	---	---	---	---	---

LEGEND:

\_\_\_\_\_ = Award - Primary

\_\_\_\_\_ = Award - Secondary

\* Minority Preference

**18C-16L  
BID SUMMARY**

**SECTION I: EQUIPMENT ONLY**

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
152	THERMO-KOOL	<u>0%</u>	<u>55%</u>	---	---	---	---
153	TOASTMASTER	<u>10%</u>	<u>43%</u>	---	---	---	---
154	TOLEDO	---	---	---	---	---	---
155	TRAULSEN	<u>10%</u>	<u>59%</u>	---	---	---	---
156	TRUE MANUFACTURING CO.	<u>10%</u>	<u>50%</u>	---	---	---	---
157	U. S. RANGE MANITOWOC FOOD SERVICE	<u>10%</u>	<u>51%</u>	---	---	---	---
158	U-LINE	<u>0%</u>	---	---	---	---	---
159	UNIFIED BRANDS RAND	<u>10%</u>	---	---	---	<u>36%</u>	---
160	VARIMIXER MANITOWOC FOOD SERVICE	<u>5%</u>	<u>18%</u>	---	---	---	---
161	VICTORY REFRIGERATION, INC.	<u>10%</u>	<u>50%</u>	---	---	<u>48%</u>	---
162	VOLLRATH	<u>10%</u>	<u>49%</u>	---	---	---	---
163	VULCAN ITW FOOD EQUIPMENT GROUP	<u>5%</u>	<u>61%</u>	---	---	---	---
164	WAGNER	<u>0%</u>	---	---	---	---	---
165	WARING	<u>0%</u>	<u>40%</u>	---	---	---	---
166	WASCOMAT	<u>0%</u>	---	---	---	---	---
167	WASTEKING	<u>0%</u>	---	---	---	---	---
168	WEISS INSTRUMENTS	<u>0%</u>	---	---	---	---	---
169	WHIRLPOOL	<u>0%</u>	---	---	---	---	---
170	WILBUR-CURTIS	<u>0%</u>	---	---	---	---	---

LEGEND:

\_\_\_\_\_ = Award - Primary

\_\_\_\_\_ = Award - Secondary

\* Minority Preference

18C-16L  
 BID SUMMARY

**SECTION I: EQUIPMENT ONLY**

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
171	WINSTON INDUSTRIES	<u>0%</u>	---	---	---	<u>36%</u>	---
172	WITTCO	<u>0%</u>	---	---	---	---	---
173	WOLF ITW FOOD EQUIPMENT GROUP	<u>0%</u>	<u>61%</u>	---	---	---	---
174	WYOTT	<u>0%</u>	<u>40%</u>	---	---	---	---
175	YIELDKING	<u>0%</u>	---	---	---	---	---

LEGEND:

\_\_\_\_\_ = Award - Primary

\_\_\_\_\_ = Award - Secondary

\* Minority Preference

**18C-16L  
BID SUMMARY**

**SECTION II: EQUIPMENT WITH INSTALLATION**

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
1	ACCUTEMP	<u>10%</u>	---	---	<u>15%</u>	---
2	ADVANCED TABCO	<u>5%</u>	---	---	<u>20%</u>	---
3	ALTO-SHAAM	<u>10%</u>	---	---	---	---
4	ANGELO PO	<u>0%</u>	---	---	<u>21%</u>	---
5	ATLAS	<u>0%</u>	---	---	<u>22%</u>	---
6	BAKERS PRIDE	<u>10%</u>	---	---	---	---
7	BALDOR	<u>5%</u>	---	---	---	---
8	BERKEL ITW FOOD EQUIPMENT GROUP	<u>0%</u>	---	<u>0%</u>	---	---
9	BETA	<u>0%</u>	---	---	---	---
10	BEVERAGE-AIR	<u>10%</u>	---	---	---	---
11	BEVERAGE PRODUCTS	<u>5%</u>	---	---	---	---
12	BKI	<u>10%</u>	---	---	---	---
13	BLAKESLEE	<u>5%</u>	---	---	---	---
14	BLODGETT CORP.	<u>10%</u>	---	---	<u>21%</u>	---
15	BOHN HEATCRAFT WORLDWIDE REFRIGERATION	<u>10%</u>	---	---	---	---
16	BRISTOL	<u>0%</u>	---	---	---	---

**LEGEND:**

\_\_\_\_\_ = Award - Primary  
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18C-16L  
 BID SUMMARY

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
17	BSI, LLC	0%	---	---	---	---
18	BUNN-O-MATIC CORP.	10%	---	---	---	---
19	BUSS	0%	---	---	---	---
20	CADDY CORPORATION	0%	---	---	---	---
21	CAPP	0%	---	---	---	---
22	CARTER-HOFFMAN	5%	---	---	---	---
23	CECILWARE	5%	---	---	---	---
24	CENTURY CONCEPTS INC.	0%	---	---	---	---
25	CHAMPION	10%	---	---	---	---
26	CLEVELAND MANITOWOC FOOD SERVICE	10%	---	---	21%	---
27	COLORPOINT LOW TEMP INDUSTRIES	0%	---	---	---	---
28	CONTINENTAL REFRIGERATOR	10%	---	---	21%	---
29	COOKTEK	0%	---	---	---	---
30	COPELAND	10%	---	---	---	---
31	CRES COR	10%	---	---	---	---

LEGEND:

\_\_\_\_\_ = Award - Primary  
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18C-16L  
 BID SUMMARY

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
32	CUNO, INC. 3M PURIFICATION INC.	<u>0%</u>	---	---	---	---
33	DAYCO	<u>0%</u>	---	---	---	---
34	DEAN MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	---	---
35	DELFIELD MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	<u>21%</u>	---
36	DITO DEAN	<u>10%</u>	---	---	---	---
37	DORMONT MANUFACTURING CO.	<u>10%</u>	---	---	---	---
38	DOYON EQUIPMENT INC.	<u>10%</u>	---	---	---	---
39	DUKE MANUFACTURING	<u>5%</u>	---	---	<u>15%</u>	---
40	DUPONT	<u>0%</u>	---	---	---	---
41	EAGLE GROUP	<u>10%</u>	---	---	---	---
42	ELECTROLUX	<u>0%</u>	---	---	---	---
43	EVERPURE	<u>10%</u>	---	<u>15%</u>	---	---
44	FASCO	<u>0%</u>	---	---	---	---
45	FLEETWOOD	<u>10%</u>	---	---	---	<u>26%</u>
46	FOLLETT CORPORATION	<u>10%</u>	---	---	---	---
47	FOOD WARMING EQUIPMENT CO., INC.	<u>10%</u>	---	---	<u>10%</u>	---

LEGEND:

\_\_\_\_\_ = Award - Primary  
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**18C-16L  
BID SUMMARY**

**SECTION II: EQUIPMENT WITH INSTALLATION**

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
48	FORMS PLASTICS CO. (including supplies)	<u>0%</u>	---	---	---	---
49	FRANKLIN MACHINE PRODUCTS (FMP)	<u>5%</u>	---	---	---	---
50	FRIGIDAIRE ELECTROLUX	<u>0%</u>	---	---	---	---
51	FRYMASTER MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	---	---
52	FURNAS SIEMENS	<u>0%</u>	---	---	---	---
53	G. E. PRODUCTS	<u>5%</u>	---	---	---	---
54	GARLAND MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	<u>10%</u>	---
55	GE MOTORS (GE ENERGY)	<u>5%</u>	---	---	---	---
56	GLOBE FOOD EQUIPMENT CO.	<u>5%</u>	---	---	---	---
57	GOLD MEDAL PRODUCTS	<u>5%</u>	---	---	---	---
58	GROEN UNIFIED BRANDS	<u>10%</u>	---	---	---	---
59	HAMILTON BEACH	<u>5%</u>	---	---	---	---
60	HARFORD MANITOWOC FOOD SERVICE	<u>5%</u>	---	---	---	---
61	HARTELL	<u>0%</u>	---	---	---	---
62	HATCO CORP.	<u>10%</u>	---	---	---	---

LEGEND:

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**18C-16L  
BID SUMMARY**

**SECTION II: EQUIPMENT WITH INSTALLATION**

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
63	HOBART	<u>0%</u>	---	---	<u>2%</u>	---
64	HONEYWELL	<u>0%</u>	---	---	---	---
65	HOSHIZOKI AMERICA, INC.	<u>10%</u>	---	---	---	---
66	HOTPOINT	<u>10%</u>	---	---	---	---
67	HUSSMAN INGERSOLL-RAND CO.	<u>10%</u>	---	---	---	---
68	ICE JACKET	<u>0%</u>	---	---	---	---
69	ICE-O-MATIC	10%	<u>53%</u>	---	<u>10%</u>	---
70	ICM CONTROLS	<u>0%</u>	---	---	---	---
71	ICOR INTERNATIONAL	<u>0%</u>	---	---	---	---
72	INTERMETRO INDUSTRIES	<u>0%</u>	---	---	<u>11%</u>	---
73	INSINKERATOR	<u>5%</u>	---	<u>25%</u>	---	---
74	INSINGER MACHINE CO.	<u>5%</u>	---	---	---	---
75	INTERLINK HEATCRAFT WORLDWIDE REFRIGERATION	<u>5%</u>	---	---	---	---
76	ISS EQUIPMENT	<u>0%</u>	---	---	---	---
77	JACKSON MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	---	---

**LEGEND:**

\_\_\_\_\_ = Award - Primary  
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18C-16L  
 BID SUMMARY

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
78	JADE RANGE	<u>5%</u>	---	---	---	---
79	JOHNSON CONTROLS	<u>0%</u>	---	---	---	---
80	KASON INDUSTRIES	<u>10%</u>	---	---	---	---
81	KEATING OF CHICAGO	<u>5%</u>	---	---	---	---
82	KELMAX STORAGE PRODUCTS GROUP	<u>0%</u>	---	---	---	---
83	KELVINATOR NATIONAL REFRIGERATION PRODUCTS	<u>0%</u>	---	---	---	---
84	KENMORE	<u>5%</u>	---	---	---	---
85	KITCHENAID	<u>5%</u>	---	---	---	---
86	KLIXON PRECISION PRODUCTS SENSATA TECHNOLOGIES	<u>10%</u>	---	---	---	---
87	KNIGHT IDEX CORPORATION	<u>0%</u>	---	<u>0%</u>	---	---
88	KOLPAK MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	---	---
89	KOOL STAR	<u>0%</u>	---	---	---	---
90	KRAMER-TRENTON	<u>0%</u>	---	---	---	---
91	LANCER	<u>10%</u>	---	---	---	---

LEGEND:

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**18C-16L  
BID SUMMARY**

**SECTION II: EQUIPMENT WITH INSTALLATION**

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
92	LANG	<u>10%</u>	---	---	---	---
93	LARKIN HEATCRAFT WORLDWIDE REFRIGERATION	<u>0%</u>	---	---	---	---
94	LEGION	<u>0%</u>	---	---	---	---
95	LINCOLN MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	---	---
96	LOCHINVAR	<u>0%</u>	---	---	---	---
97	LTI (LOW-TEMP INDUSTRIES)	<u>10%</u>	---	---	---	---
98	LOWE REFRIGERATION, INC.	<u>10%</u>	---	---	---	---
99	MANITOWOC	<u>10%</u>	---	---	<u>21%</u>	---
100	MARKET FORGE INDUSTRIES, INC.	<u>10%</u>	---	---	<u>21%</u>	---
101	MARSHALL AIR SYSTEMS	<u>0%</u>	---	---	---	---
102	MASTER-BILT	<u>10%</u>	---	---	---	---
103	MASTER DISPOSERS	<u>10%</u>	---	<u>25%</u>	---	---
104	MAYTAG	<u>0%</u>	---	---	---	---
105	MENUMASTER COMMERCIAL	<u>0%</u>	---	---	---	---
106	MERCO MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	---	---
107	METRO	<u>10%</u>	---	---	<u>15%</u>	---

**LEGEND:**

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18C-16L  
 BID SUMMARY

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
108	MOD-U-SERVE	<u>0%</u>	---	---	---	---
109	MOFFAT NORTH AMERICA	<u>0%</u>	---	---	---	---
110	MONTAGUE CO.	<u>0%</u>	---	---	---	---
111	MOYER DIEBEL	<u>0%</u>	---	---	---	---
112	MUELLER INDUSTRIES	<u>0%</u>	---	---	---	---
113	NIBCO	<u>0%</u>	---	---	---	---
114	NORLAKE	<u>10%</u>	---	---	---	---
115	NU-CALGON	<u>0%</u>	---	---	---	---
116	OLIVER PACKAGING & EQUIPMENT CO.	<u>10%</u>	---	---	---	---
117	PANASONIC	<u>5%</u>	---	---	---	---
118	PIPER PRODUCTS INC.	<u>5%</u>	---	---	<u>4%</u>	---
119	PITCO FRIALATOR	<u>10%</u>	---	---	---	---
120	PRECISION FOOD EQUIPMENT	<u>0%</u>	---	---	---	---
121	RANCO - INVENSYS	<u>0%</u>	---	---	---	---
122	RATIONAL	<u>0%</u>	---	---	<u>2%</u>	---
123	REDGOAT DISPOSERS	<u>5%</u>	---	<u>25%</u>	---	---
124	REFRIGERATION TECHNOLOGIES	<u>0%</u>	---	---	---	---

LEGEND:

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**18C-16L  
BID SUMMARY**

**SECTION II: EQUIPMENT WITH INSTALLATION**

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
125	REGAL WARE, INC.	<u>0%</u>	---	---	---	---
126	RF HUNTER, INC.	<u>0%</u>	---	---	---	---
127	ROBOT COUPE USA INC.	<u>5%</u>	---	---	---	---
128	ROPER	<u>0%</u>	---	---	---	---
129	ROSS TEMP	<u>0%</u>	---	---	---	---
130	SALVAJOR	<u>5%</u>	---	<u>25%</u>	---	---
131	SANI-SERVE	<u>0%</u>	---	---	---	---
132	SAVORY	<u>5%</u>	---	---	---	---
133	SCHMIDT	<u>0%</u>	---	---	---	---
134	SCOTSMAN ICE SYSTEMS	<u>10%</u>	---	---	---	---
135	SECO	<u>0%</u>	---	---	---	---
136	SERVOLIFT	<u>5%</u>	---	---	---	---
137	SHARP	<u>0%</u>	---	---	---	---
138	SHELCON	<u>0%</u>	---	---	---	---
139	SHELLY	<u>0%</u>	---	---	---	---
140	SOMAT	<u>5%</u>	---	---	---	---
141	SOUTHBEND	<u>10%</u>	---	---	---	---

**LEGEND:**

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18C-16L  
 BID SUMMARY

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
142	SPRAY MASTER TECHNOLOGIES	0%	---	---	---	---
143	SPEED QUEEN	0%	---	---	---	---
144	SPOKANE STAINLESS PRODUCTS	0%	---	---	---	---
145	SQUARE D - SCHNEIDER ELECTRIC	0%	---	---	---	---
146	STAR MANUFACTURING	5%	---	---	---	---
147	STEROI ITW FOOD EQUIPMENT GROUP	0%	---	---	---	---
148	STEECO	0%	---	---	---	---
149	TECUMSEH	5%	---	---	---	---
150	TERRISON	0%	---	---	---	---
151	THERMODUKE	0%	---	---	---	---
152	THERMO-KOOL	0%	---	---	---	---
153	TOASTMASTER	10%	---	---	---	---
154	TOLEDO	10%	---	---	---	---
155	TRAULSEN	10%	---	---	---	---
156	TRUE MANUFACTURING CO.	0%	---	---	---	---
157	U. S. RANGE MANITOWOC FOOD SERVICE	10%	---	---	---	---

LEGEND:

\_\_\_\_\_ = Award - Primary

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**18C-16L  
BID SUMMARY**

**SECTION II: EQUIPMENT WITH INSTALLATION**

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
158	U-LINE	<u>0%</u>	---	---	---	---
159	UNIFIED BRANDS RAND	<u>10%</u>	---	---	<u>2%</u>	---
160	VARIMIXER MANITOWOC FOOD SERVICE	<u>5%</u>	---	---	---	---
161	VICTORY REFRIGERATION, INC.	<u>10%</u>	---	---	---	---
162	VOLLRATH	<u>10%</u>	---	---	---	---
163	VULCAN ITW FOOD EQUIPMENT GROUP	<u>5%</u>	---	---	---	---
164	WAGNER	<u>0%</u>	---	---	---	---
165	WARING	<u>0%</u>	---	---	---	---
166	WASCOMAT	<u>0%</u>	---	---	---	---
167	WASTEKING	<u>0%</u>	---	---	---	---
168	WEISS INSTRUMENTS	<u>0%</u>	---	---	---	---
169	WHIRLPOOL	<u>0%</u>	---	---	---	---
170	WILBUR-CURTIS	<u>0%</u>	---	---	---	---
171	WINSTON INDUSTRIES	<u>0%</u>	---	---	<u>3%</u>	---
172	WITTCO	<u>0%</u>	---	---	---	---
173	WOLF ITW FOOD EQUIPMENT GROUP	<u>0%</u>	---	---	---	---

**LEGEND:**

\_\_\_\_\_ = Award - Primary  
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18C-16L  
 BID SUMMARY

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
174	WYOTT	<u>0%</u>	---	---	---	---
175	YIELDKING	<u>0%</u>	---	---	---	---

LEGEND:

\_\_\_\_\_ = Award - Primary

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18C-16L  
BID SUMMARY

**SECTION III: OEM PARTS**

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supoplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
1	ACCUTEMP	100%	( 40% )	<u>15%</u>	---	16%	<u>20%</u> *	---
2	ADVANCED TABCO	100%	---	<u>15%</u>	---	32%	<u>20%</u>	---
3	ALTO-SHAAM	100%	( 41% )	<u>15%</u>	---	16%	20%	<u>8%</u>
4	ANGELO PO	100%	---	<u>5%</u>	---	( CALL )	<u>20%</u>	---
5	ATLAS	100%	( 40% )	<u>15%</u>	---	26%	<u>20%</u>	---
6	BAKERS PRIDE	100%	( 45% )	<u>15%</u>	---	36%	<u>20%</u>	---
7	BALDOR	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
8	BERKEL ITW FOOD EQUIPMENT GROUP	100%	( 0% )	<u>15%</u>	---	( CALL )	<u>20%</u>	---
9	BETA	100%	---	<u>5%</u>	---	---	<u>20%</u>	---
10	BEVERAGE-AIR	100%	( 40% )	<u>15%</u>	---	38%	<u>20%</u>	---
11	BEVERAGE PRODUCTS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
12	BKI	100%	---	<u>15%</u>	---	22%	<u>20%</u>	---
13	BLAKESLEE	100%	( 20% )	<u>15%</u>	---	16%	<u>20%</u> *	---
14	BLODGETT CORP.	100%	( 40% )	<u>5%</u>	---	16%	<u>20%</u> *	---
15	BOHN HEATCRAFT WORLDWIDE REFRIGERATION	100%	---	<u>15%</u>	---	41%	<u>20%</u>	---
16	BRISTOL	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
17	BSI, LLC	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
18	BUNN-O-MATIC CORP.	100%	( 43% )	<u>15%</u>	---	16%	<u>20%</u> *	---
19	BUSS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
20	CADDY CORPORATION	100%	( 0% )	<u>15%</u>	---	26%	<u>20%</u>	---

LEGEND:

\_\_\_\_\_ = Award - Primary

\_\_\_\_\_ = Award - Secondary

(     ) = Reject

\* Florida Preference

18C-16L  
BID SUMMARY

**SECTION III: OEM PARTS**

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supoplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
21	CAPP	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
22	CARTER-HOFFMAN	100%	( 42% )	<u>15%</u>	---	16%	<u>20% *</u>	---
23	CECILWARE	100%	( 42% )	<u>15%</u>	---	26%	<u>20%</u>	---
24	CENTURY CONCEPTS INC.	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
25	CHAMPION	100%	( 35% )	<u>5%</u>	---	16%	20%	<u>10%</u>
26	CLEVELAND MANITOWOC FOOD SERVICE	100%	( 36% )	<u>5%</u>	---	16%	<u>20% *</u>	---
27	COLORPOINT LOW TEMP INDUSTRIES	100%	---	<u>15%</u>	---	26%	<u>20%</u>	---
28	CONTINENTAL REFRIGERATOR	100%	( 30% )	<u>15%</u>	---	20%	<u>20% *</u>	---
29	COOKTEK	100%	---	<u>15%</u>	---	26%	<u>20%</u>	---
30	COPELAND	100%	---	<u>15% *</u>	---	<u>10%</u>	20%	---
31	CRES COR	100%	( 40% )	<u>15%</u>	---	29%	<u>20%</u>	---
32	CUNO, INC. 3M PURIFICATION INC.	100%	( 40% )	<u>15%</u>	---	28%	<u>20%</u>	---
33	DAYCO	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
34	DEAN MANITOWOC FOOD SERVICE	100%	( 36% )	<u>15%</u>	---	16%	<u>20% *</u>	---
35	DELFIELD MANITOWOC FOOD SERVICE	100%	( 36% )	<u>15%</u>	---	16%	<u>20% *</u>	---
36	DITO DEAN	100%	( 35% )	<u>15%</u>	---	16%	<u>20% *</u>	---
37	DORMONT MANUFACTURING CO.	100%	( 52% )	<u>15%</u>	---	39%	<u>20%</u>	---
38	DOYON EQUIPMENT INC.	100%	( 25% )	<u>15%</u>	---	16%	20%	<u>8%</u>
39	DUKE MANUFACTURING	100%	( 40% )	<u>15%</u>	---	16%	<u>20% *</u>	---

LEGEND:

\_\_\_\_\_ = Award - Primary

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( ) = Reject

\* Florida Preference

18C-16L  
BID SUMMARY

**SECTION III: OEM PARTS**

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supoplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
40	DUPONT	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
41	EAGLE GROUP	100%	( 40% )	<u>15%</u>	---	( CALL )	<u>20%</u>	---
42	ELECTROLUX	100%	( 40% )	<u>15%</u>	---	16%	<u>20% *</u>	---
43	EVERPURE	100%	( 40% )	<u>15%</u>	---	20%	<u>20% *</u>	---
44	FASCO	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
45	FLEETWOOD	100%	( 15% )	<u>15%</u>	---	( CALL )	<u>20%</u>	---
46	FOLLETT CORPORATION	100%	( 25% )	<u>15%</u>	---	( CALL )	20%	<u>8%</u>
47	FOOD WARMING EQUIPMENT CO., INC.	100%	( 32% )	<u>15%</u>	---	16%	<u>20% *</u>	---
48	FORMS PLASTICS CO. (including supplies)	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
49	FRANKLIN MACHINE PRODUCTS (FMP)	100%	( 42% )	<u>15%</u>	---	---	<u>20%</u>	---
50	FRIGIDAIRE ELECTROLUX	100%	---	<u>15%</u>	---	( CALL )	<u>20%</u>	---
51	FRYMASTER MANITOWOC FOOD SERVICE	100%	( 36% )	<u>15%</u>	---	16%	<u>20% *</u>	---
52	FURNAS SIEMENS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
53	G. E. PRODUCTS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
54	GARLAND MANITOWOC FOOD SERVICE	100%	( 36% )	<u>15%</u>	---	16%	<u>20% *</u>	---
55	GE MOTORS (GE ENERGY)	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
56	GLOBE FOOD EQUIPMENT CO.	100%	( 35% )	<u>15%</u>	---	29%	<u>20%</u>	---
57	GOLD MEDAL PRODUCTS	100%	( 5% )	<u>15%</u>	---	26%	<u>20%</u>	---
58	GROEN UNIFIED BRANDS	100%	( 36% )	<u>15%</u>	---	41%	20%	<u>8%</u>

LEGEND:

\_\_\_\_\_ = Award - Primary

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\* Florida Preference

18C-16L  
BID SUMMARY

**SECTION III: OEM PARTS**

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supoplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
59	HAMILTON BEACH	100%	( 40% )	<u>15%</u>	---	26%	<u>20%</u>	---
60	HARFORD MANITOWOC FOOD SERVICE	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
61	HARTELL	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
62	HATCO CORP.	100%	( 40% )	<u>15%</u>	---	16%	<u>20% *</u>	---
63	HOBART	100%	( 3% )	<u>15%</u>	---	( CALL )	<u>20%</u>	---
64	HONEYWELL	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
65	HOSHIZOKI AMERICA, INC.	100%	( 20% )	<u>15%</u>	---	38%	<u>20%</u>	---
66	HOTPOINT	100%	---	<u>15%</u>	---	( CALL )	<u>20%</u>	---
67	HUSSMAN INGERSOLL-RAND CO.	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
68	ICE JACKET	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
69	ICE-O-MATIC	100%	( 35% )	<u>15%</u>	25%	26%	<u>20%</u>	---
70	ICM CONTROLS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
71	ICOR INTERNATIONAL	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
72	INTERMETRO INDUSTRIES	100%	( 34% )	<u>15%</u>	---	16%	<u>20% *</u>	---
73	INSINKERATOR	100%	( 43% )	<u>15% *</u>	---	15%	<u>20% *</u>	---
74	INSINGER MACHINE CO.	100%	( 35% )	<u>15%</u>	---	16%	<u>20% *</u>	---
75	INTERLINK HEATCRAFT WORLDWIDE REFRIGERATION	100%	---	<u>15%</u>	---	41%	<u>20%</u>	---
76	ISS EQUIPMENT	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
77	JACKSON MANITOWOC FOOD SERVICE	100%	( 40% )	<u>15%</u>	---	16%	<u>20% *</u>	---
78	JADE RANGE	100%	( 40% )	<u>15%</u>	---	16%	<u>20% *</u>	---

LEGEND:

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18C-16L  
BID SUMMARY

**SECTION III: OEM PARTS**

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supoplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
79	JOHNSON CONTROLS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
80	KASON INDUSTRIES	100%	( 40% )	<u>15%</u>	---	16%	<u>20% *</u>	---
81	KEATING OF CHICAGO	100%	( 20% )	<u>15%</u>	---	( CALL )	<u>20%</u>	---
82	KELMAX STORAGE PRODUCTS GROUP	100%	---	<u>15%</u>	---	( CALL )	<u>20%</u>	---
83	KELVINATOR NATIONAL REFRIGERATION PRODUCTS	100%	---	<u>15%</u>	---	40%	<u>20%</u>	---
84	KENMORE	100%	---	<u>15%</u>	---	( CALL )	<u>20%</u>	---
85	KITCHENAID	100%	( 5% )	<u>15%</u>	---	( CALL )	<u>20%</u>	---
86	KLIXON PRECISION PRODUCTS SENSATA TECHNOLOGIES	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
87	KNIGHT IDEX CORPORATION	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
88	KOLPAK MANITOWOC FOOD SERVICE	100%	( 34% )	<u>15%</u>	---	28%	<u>20%</u>	---
89	KOOL STAR	100%	---	<u>15%</u>	---	40%	<u>20%</u>	---
90	KRAMER-TRENTON	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
91	LANCER	100%	---	<u>15%</u>	---	25%	<u>20%</u>	---
92	LANG	100%	( 40% )	<u>15%</u>	---	24%	<u>20%</u>	---
93	LARKIN HEATCRAFT WORLDWIDE REFRIGERATION	100%	---	<u>15%</u>	---	( CALL )	<u>20%</u>	---
94	LEGION	100%	( 25% )	<u>15%</u>	---	16%	<u>20% *</u>	---
95	LINCOLN MANITOWOC FOOD SERVICE	100%	( 36% )	<u>15%</u>	---	16%	<u>20% *</u>	---
96	LOCHINVAR	100%	---	<u>15%</u>	---	25%	<u>20%</u>	---

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18C-16L  
BID SUMMARY

**SECTION III: OEM PARTS**

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supoplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
97	LTI (LOW-TEMP INDUSTRIES)	100%	---	<u>15%</u>	---	26%	<u>20%</u>	---
98	LOWE REFRIGERATION, INC.	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
99	MANITOWOC	100%	(43%)	<u>15%</u>	---	24%	<u>20%</u>	---
100	MARKET FORGE INDUSTRIES, INC.	100%	( 40% )	<u>15%</u>	---	16%	<u>20% *</u>	---
101	MARSHALL AIR SYSTEMS	100%	---	<u>15%</u>	---	25%	<u>20%</u>	---
102	MASTER-BILT	100%	( 30% )	<u>15%</u>	---	29%	<u>20%</u>	---
103	MASTER DISPOSERS	100%	---	<u>15%</u>	---	26%	<u>20%</u>	---
104	MAYTAG	100%	---	<u>15%</u>	---	( CALL )	<u>20%</u>	---
105	MENUMASTER COMMERCIAL	100%	---	<u>15%</u>	---	26%	<u>20%</u>	---
106	MERCO MANITOWOC FOOD SERVICE	100%	( 36% )	<u>15%</u>	---	16%	<u>20% *</u>	---
107	METRO	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
108	MOD-U-SERVE	100%	---	<u>15%</u>	---	30%	<u>20%</u>	---
109	MOFFAT NORTH AMERICA	100%	( 40% )	<u>15%</u>	---	16%	<u>20% *</u>	---
110	MONTAGUE CO.	100%	( 35% )	<u>15%</u>	---	16%	<u>20% *</u>	---
111	MOYER DIEBEL	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
112	MUELLER INDUSTRIES	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
113	NIBCO	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
114	NORLAKE	100%	( 40% )	<u>15%</u>	---	29%	20%	<u>8%</u>
115	NU-CALGON	100%	---	<u>15%</u>	---	( CALL )	<u>20%</u>	---
116	OLIVER PACKAGING & EQUIPMENT CO.	100%	---	<u>15%</u>	---	( CALL )	<u>20%</u>	---
117	PANASONIC	100%	( 25% )	<u>15%</u>	---	( CALL )	<u>20%</u>	---

LEGEND:

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18C-16L  
BID SUMMARY

**SECTION III: OEM PARTS**

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supoplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
118	PIPER PRODUCTS INC.	100%	( 40% )	<u>15%</u>	---	( CALL )	<u>20%</u>	---
119	PITCO FRIALATOR	100%	( 40% )	<u>15%</u>	---	16%	<u>20% *</u>	---
120	PRECISION FOOD EQUIPMENT	100%	---	<u>15%</u>	---	( CALL )	<u>20%</u>	---
121	RANCO - INVENSYS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
122	RATIONAL	100%	( 40% )	<u>15%</u>	---	16%	<u>20% *</u>	---
123	REDGOAT DISPOSERS	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
124	REFRIGERATION TECHNOLOGIES	100%	---	<u>15%</u>	---	---	<u>20% *</u>	---
125	REGAL WARE, INC.	100%	---	<u>15%</u>	---	( CALL )	<u>20%</u>	---
126	RF HUNTER, INC.	100%	( 40% )	<u>15%</u>	---	( CALL )	<u>20%</u>	---
127	ROBOT COUPE USA INC.	100%	( 30% )	<u>15%</u>	---	20%	<u>20% *</u>	---
128	ROPER	100%	---	<u>15%</u>	---	( CALL )	<u>20%</u>	---
129	ROSS TEMP	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
130	SALVAJOR	100%	( 34% )	<u>15%</u>	---	16%	<u>20% *</u>	---
131	SANI-SERVE	100%	( 25% )	<u>15%</u>	---	32%	<u>20%</u>	---
132	SAVORY	100%	( 40% )	<u>15%</u>	---	16%	<u>20% *</u>	---
133	SCHMIDT	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
134	SCOTSMAN ICE SYSTEMS	100%	( 40% )	<u>15% *</u>	---	<u>15%</u>	20%	---
135	SECO	100%	( 20% )	<u>15% *</u>	---	<u>15%</u>	20%	---
136	SERVOLIFT	100%	( 40% )	<u>15%</u>	---	( CALL )	<u>20%</u>	---
137	SHARP	100%	---	<u>15%</u>	---	( CALL )	<u>20%</u>	---
138	SHELCON	100%	---	<u>15%</u>	---	---	<u>20%</u>	---

LEGEND:

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BID SUMMARY

**SECTION III: OEM PARTS**

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supoplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
139	SHELLY	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
140	SOMAT	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
141	SOUTHBEND	100%	( 40% )	<u>15%</u>	---	22%	<u>20%</u>	---
142	SPRAY MASTER TECHNOLOGIES	100%	---	<u>15%</u>	---	70%	<u>20%</u>	---
143	SPEED QUEEN	100%	( 15% )	<u>15%</u>	---	31%	<u>20%</u>	---
144	SPOKANE STAINLESS PRODUCTS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
145	SQUARE D - SCHNEIDER ELECTRIC	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
146	STAR MANUFACTURING	100%	( 40% )	<u>15%</u>	---	16%	<u>20% *</u>	---
147	STEROI ITW FOOD EQUIPMENT GROUP	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
148	STEVECO	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
149	TECUMSEH	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
150	TERRISON	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
151	THERMODUKE	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
152	THERMO-KOOL	100%	( 30% )	<u>15%</u>	---	32%	<u>20%</u>	---
153	TOASTMASTER	100%	( 40% )	<u>15%</u>	---	15%	<u>20% *</u>	---
154	TOLEDO	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
155	TRAULSEN	100%	( 40% )	<u>15% *</u>	---	<u>14%</u>	20%	---
156	TRUE MANUFACTURING CO.	100%	( 45% )	<u>15%</u>	---	24%	<u>20%</u>	---
157	U. S. RANGE MANITOWOC FOOD SERVICE	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
158	U-LINE	100%	---	<u>15%</u>	---	30%	<u>20%</u>	---

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BID SUMMARY

**SECTION III: OEM PARTS**

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supoplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
159	UNIFIED BRANDS RAND	100%	---	<u>15%</u>	---	39%	20%	<u>8%</u>
160	VARIMIXER MANITOWOC FOOD SERVICE	100%	( 40% )	<u>15%</u>	---	26%	<u>20%</u>	---
161	VICTORY REFRIGERATION, INC.	100%	( 40% )	<u>15%</u>	---	38%	<u>20%</u>	---
162	VOLLRATH	100%	( 40% )	<u>15%</u>	---	16%	<u>20% *</u>	---
163	VULCAN ITW FOOD EQUIPMENT GROUP	100%	( 25% )	<u>15%</u>	---	<u>11%</u>	20%	---
164	WAGNER	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
165	WARING	100%	( 40% )	<u>15%</u>	---	16%	<u>20% *</u>	---
166	WASCOMAT	100%	---	<u>15%</u>	---	( CALL )	<u>20%</u>	---
167	WASTEKING	100%	( 30% )	<u>15%</u>	---	40%	<u>20%</u>	---
168	WEISS INSTRUMENTS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
169	WHIRLPOOL	100%	---	<u>15%</u>	---	( CALL )	<u>20%</u>	---
170	WILBUR-CURTIS	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
171	WINSTON INDUSTRIES	100%	( 40% )	<u>15%</u>	---	16%	<u>20% *</u>	---
172	WITTCO	100%	( 0% )	<u>15% *</u>	---	15%	<u>20% *</u>	---
173	WOLF ITW FOOD EQUIPMENT GROUP	100%	( 25% )	<u>15% *</u>	---	11%	<u>20% *</u>	---
174	WYOTT	100%	---	<u>15%</u>	---	36%	<u>20%</u>	---
175	YIELDKING	100%	---	<u>15%</u>	---	---	<u>20%</u>	---

LEGEND:

\_\_\_\_\_ = Award - Primary

\_\_\_\_\_ = Award - Secondary

( ) = Reject

\* Florida Preference

18C-16L  
 BID SUMMARY

**SECTION IV: LABOR RATE FOR REPAIR AND/OR INSTALLATION (HOURLY)**

ITEM NO.	DESCRIPTION	Advance Case Parts, Inc.		Florida Commercial Appliance Parts & Service Inc.		General Hotel & Restaurant Supply Corporation		J.M.B.Repairs, Inc.	
		HOURLY RATE FOR INSTALLATION	HOURLY RATE FOR ON-SITE REPAIR	HOURLY RATE FOR INSTALLATION	HOURLY RATE FOR ON-SITE REPAIR	HOURLY RATE FOR INSTALLATION	HOURLY RATE FOR ON-SITE REPAIR	HOURLY RATE FOR INSTALLATION	HOURLY RATE FOR ON-SITE REPAIR
1	Labor Rate (hourly)for School Food Service and Culinary Arts Equipment Monday - Friday, 8:00 a.m. – 4 :00 p.m.	<u>\$65.00</u>	<u>\$65.00</u>	<u>\$68.50</u>	<u>\$68.50</u>	<u>\$145.00</u>	---	<u>\$70.00</u>	<u>\$70.00</u>
2	Labor Rate (hourly)for School Food Service and Culinary Arts Equipment Monday - Friday, after 4 :00 p.m.	<u>\$97.50</u>	<u>\$97.50</u>	<u>\$102.75</u>	<u>\$102.75</u>	---	---	<u>\$140.00</u>	<u>\$140.00</u>
3	Labor Rate (hourly)for School Food Service and Culinary Arts Equipment Saturday and Sunday	<u>\$97.50</u>	<u>\$97.50</u>	<u>\$102.75</u>	<u>\$102.75</u>	---	---	<u>\$140.00</u>	<u>\$140.00</u>
4	Labor Rate (hourly) for drop off repair (stand	---	\$40.00	---	\$68.50	---	---	---	<u>\$70.00</u>

LEGEND:

\_\_\_\_\_ = Award

AGENDA ITEM

INVITATION TO BID NO.: 18C-16L – TERM CONTRACT FOR CAFETERIA AND CULINARY ARTS  
EQUIPMENT, OEM PARTS, INSTALLATION AND REPAIR

DATE: August 2, 2017  
DATE SOLICITED: June 28, 2017  
PRESENTED TO BOARD: September 27, 2017

DATE OPENED: July 24, 2017  
DATE POSTED: August 2, 2017

CONTRACT PERIOD: October 31, 2017 through October 30, 2020  
DEPARTMENT: Various      FUND: Various      FUNCTION: Various      ACCOUNT: Various  
FUNDING SOURCE: School Food Service  
REQUESTING DEPARTMENT: School Food Service

**FINANCIAL IMPACT**

The annual financial impact to the Special Revenue Food Service and Capital Maintenance Transfer Budgets are not to exceed \$3,500,000.

Items to be purchased include School Food Service and Culinary Arts equipment, OEM parts, installation and repair.

**AWARD RECOMMENDATION / TABULATION**

**(See attached Bid Summaries)**

**VENDOR**

**MINORITY STATUS**

<b><u>Advance Case Parts, Inc.</u></b>	---
<b>( AllPoints Foodservice Parts and Supplies )</b>	---
<b><u>Florida Commercial Appliance Parts &amp; Service Inc.</u></b>	---
<b><u>General Hotel &amp; Restaurant Supply Corporation</u></b>	---
<b><u>Gulf Ice Systems, Inc.</u></b>	6
<b><u>Heritage Food Service Group</u></b>	---
<b><u>J.M.B. Repairs, Inc.</u></b>	---
<b><u>Milo Food Service Equipment Dist., Inc.</u></b>	---
<b><u>School Specialty, Inc.</u></b>	---
<b><u>Unisource Marketing Group</u></b>	---

LEGEND:

\_\_\_\_\_ = Award - Primary

===== = Award – Secondary

(        ) = Reject

MINORITY - (2-African American, 3-Hispanic American, 4-Native American, 5-Asian American, 6-American Woman, 7-Physically Impaired, 8-Other)

Revised 4/14/16

**EXCEPTIONS:**

Section III, OEM Parts

AllPoints Foodservice Parts and Supplies – Rejected. Responses given represented percentage discount off of OEM list price. Requirement was to list percentage mark-up.

Heritage Food Service Group. Items: 4, 8, 41, 45, 46, 50, 63, 66, 81, 82, 84, 85, 93, 104, 115-118, 120, 125, 126, 128, 136, 137, 166, 169. Rejected. Requirement was to list percentage mark-up.

**TIE BIDS**

Section I: Items 9, 47, 87.

Section II: Items 8, 47, 54, 69, 87.

Awards: Primary and Secondary:

<b><u>VENDOR</u></b>	<b><u>AWARD - PRIMARY</u></b>	<b><u>AWARD - SECONDARY</u></b>
Advance Case Parts, Inc.	Section I: 7, 9, 11-13, 16, 17, 19-21, 24, 30, 32, 33,36, 40, 44, 46, 48, 50, 52, 53, 55, 61, 64, 66-68, 70, 71, 74-76, 79-81, 83-87, 89-91, 93, 94, 96, 98, 102, 104, 105, 108, 109, 111-113, 115, 116, 118, 120, 121, 124, 126, 128, 129, 131-133, 135-140, 143-145, 148, 151, 157, 158, 164, 166-170, 172, 175.  Section II: 3, 6, 7-13, 15-25, 27, 29-34, 40-42, 44, 48-53, 55-62, 64-71, 74-86, 88-98, 101, 102, 104-106, 108-121, 124-129, 131-170, 172-175.	Section I: 3, 5, 6, 8,10, 15, 18, 23, 25, 27, 29, 37, 38, 42, 45, 49, 51, 55, 58, 59, 60, 63, 65, 78, 82, 88, 92, 95, 97, 100, 103, 106, 107, 110, 114, 119, 123, 125, 134, 141, 147, 153, 155, 156, 159, 162, 165, 171, 173, 174.  Section II: 1, 2, 4, 5, 14, 26, 28, 35-39, 43, 45-47, 54, 63, 72, 73, 87, 99, 100, 103, 107, 122, 123, 130, 171.
Florida Commercial Appliance Parts & Service Inc.	Section III: 1, 2, 4-37, 39-45, 47-57, 59-113, 115-158, 160-162, 164-175.	Section III: 3, 38, 46, 58, 159, 163,
General Hotel & Restaurant Supply Corporation	Section I: 1, 2, 3, 6, 8, 10, 14, 18, 22, 23, 25-27, 29, 31, 34-35, 37-39, 49, 51, 54, 56, 57, 62, 63, 65, 72, 73, 77, 78, 82, 88, 92, 95, 97, 99, 101, 106, 107, 110, 114, 117, 119, 122, 125, 127, 130, 134, 141, 142, 146, 147, 152, 156, 160-163, 165, 173, 174.	Section I: 4, 28, 41, 43, 47, 56, 58, 59, 60, 69..
Gulf Ice Systems, Inc.	Section I: 69  Section II: 69	Section I:
Heritage Food Service Group	Section III: 163,	Section III: 134, 135, 155,
J.M.B. Repairs, Inc.	Section I: 103, 123.  Section II: 43, 73, 87, 103, 123, 130.  Section III:	Section I: 9, 23, 87, 130.  Section II: 8.  Section III: 1, 2, 4-24, 26-29, 31-37, 39-45, 47-57, 59-113, 115-133, 136-154, 156-158, 160-162, 164-175.

Milo Food Service Equipment Dist., Inc.	Section I: 4, 5, 15, 28, 41, 47, 58, 100, 139, 159, 171.  Section II: 1, 2, 4, 5, 14, 26, 28, 35, 39, 47, 54, 58, 63, 72, 99, 100, 107, 122, 171.	Section I: 1, 2, 4, 5, 14, 22, 26, 31, 35, 39, 54, 56, 62, 72, 77, 99, 107, 117, 122, 127, 146, 161.  Section II: 69, 118, 159.
School Specialty, Inc.	Section I: 45.	
Unisource Marketing Group	Section III: 3, 38, 46, 58, 114, 159,	Section III: 25,

According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both or all vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both or all vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss. In the event there is a 3-way tie, vendor's company name will be chosen in a drawing.

**RECOMMENDATIONS:**

**Sections I and II:** It is recommended that the award be made by line item to the responsive, responsible bidder offering the highest fixed percentage discount as indicated in the Bid Summaries, and authorize the use of the secondary awardee in the event the primary awardee cannot fulfill their contract.

**Section III:** It is recommended that the award be made by line item to the responsive, responsible bidder offering the lowest percentage mark-up as indicated in the Bid Summaries, and authorize the use of the secondary awardee in the event the primary awardee cannot fulfill their contract.

**Section IV:** It is recommended that the award be made to all responsive and responsible bidders in order to meet the needs of the School District.

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

#### DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

DG:GM:AB

**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FORM FOR CONSTRUCTION CONTRACTED SERVICES**

**THIS AGREEMENT**, entered into this 12<sup>th</sup> of December, 2017, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "School Board", and Kempfs' Site Development, Inc. (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR", is as follows:

**1. SCOPE OF WORK**

Nature of Contracted Services: Project to include all material and labor for parking improvements at Glendale Elementary School as per proposal.

Nature of Contracted Services: Furnish material and labor for parking improvements at Glendale Elementary School to include silt fence/inlet protection, tree removal, concrete removal, new sidewalk, extruder curb 6"x18", strip grass & use for back slopes, cut/balance, prime/install 1.5" of SP 9.5 asphalt, testing, layout/asbuilts, striping, signs, wheel stops and double fencing as per attached proposal.

Anticipated Outcome of Contracted Services: Furnish material and labor for parking improvements at Glendale Elementary School to include silt fence/inlet protection, tree removal, concrete removal, new sidewalk, extruder curb 6"x18", strip grass & use for back slopes, cut/balance, prime/install 1.5" of SP 9.5 asphalt, testing, layout/asbuilts, striping, signs, wheel stops and double fencing as per attached proposal.

Location of Contracted Service: Glendale Elementary School, 4940 8<sup>th</sup> Street, Vero Beach, FL 32968

Date(s)/Hours of Service: As needed – Scheduled TBD

**2. TERM OF AGREEMENT -**

The Contractor shall commence performance of the Agreement on the 12<sup>th</sup> day of December, 2017, and shall complete performance to the satisfaction of the Superintendent no later than the 30<sup>th</sup> day of April, 2018. The School Board reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the Contractor.

**3. COMPENSATION**

The School Board shall, upon completion of services by the Contractor, compensate the Contractor in an amount **NOT TO EXCEED \$98,710.00 (\$86,710.00 - Proposal Amount attached), plus \$12,000.00**

**– Owner Added Contingency**) which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

#### 4. PAYMENT SCHEDULE

Payment will be generated by the **School Board's** Accounts Payable Department within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

- Lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services and District-approved invoice
- Partial payments after District-approved invoice(s).
- See payment schedule hereto attached and incorporated into this Agreement.
- Payment of District-approved invoice(s).

#### 5. REGULATIONS & ORDINANCES

The **Contractor** shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

#### 6. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

#### 7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

**Contractor** shall, in addition to any other obligation to indemnify the **School Board** of Indian River County, Florida, protect, defend, indemnify and hold harmless the **School Board**, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the **Contractor**, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by **Contractor** in the performance of the work; or liens, claims or actions made by the **Contractor** or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the **Contractor** or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

#### 8. DUTY TO DEFEND

The **Contractor** agrees, at its own expense, and upon written request by the **Board**, to defend any suit, action or demand brought against the **School Board** on any claim or demand arising out of, resulting from or incidental to **Contractor's** performance under this Agreement.



## 9. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The **School Board** of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract. The **School Board** of Indian River County shall only be required to pay to the **Contractor** that amount of the contract actually performed to the effective date of termination.

## 10. EQUAL EMPLOYMENT OPPORTUNITY

**Contractors** awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with 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).

## 11. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. **Contractor** understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The **Contractor** shall keep records to show its compliance with program requirements. **Contractors** and subcontractors must make available, upon request of the **School Board**, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the **Contractor** which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **Contractor** shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. **Contractor** shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the **Contractor** must be transferred to **School Board** at no cost. If records are stored electronically, the records must be provided in a compatible format to **School Board's** operating system.

## 12. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The **School Board** of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. **Contractor** shall defend, indemnify and hold the **School Board** and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with any of the foregoing. **Contractor** will indemnify and hold harmless the **School Board** from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the **School Board**. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

### 13. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board Policies** as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration for services, **Contractor** and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and **School Board Policies** prior to providing services to The **School Board** of Indian River County.

Additionally, **Contractor** agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and **School Board Policies**.

A non-instructional **Contractor** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board Policy** 8475 within 48 hours of its occurrence.

**Contractor** agrees to provide the **School Board** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **Contractor** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. **Contractor** further agrees to notify the **School Board** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **Contractor** to notify the **School Board** of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

### 14. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per **School Board Rule** 1113, it is the policy that no District officer or employee, including but not limited to, **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the **Board** that no District officer or employee, including but not limited to **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the **Board** that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

#### 15. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following **School Board** Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable **School Board** contracting and procurement policies and procedures.

#### 16. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to **Contractor**, be assigned without the prior written agreement of The **School Board** of Indian River County, Florida. If **Contractor** attempts to make such an assignment, such attempt shall constitute a condition of default.

#### 17. DEBARMENT

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, 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 the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

**Contractor** agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs 19(a) – (e) above, with respect to **Contractor** or its principals.

#### 18. DAVIS-BACON ACT LABOR STANDARDS

The **Contractor** shall comply with all applicable provisions of 40 U.S.C. §276a to 276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

#### 19. CONDUCT WHILE ON SCHOOL PROPERTY

The **Contractor** acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** Policies and subject to the administrator of designee. It will be considered a breach of this Agreement

for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

**20. NO WAIVER**

Nothing herein is intended to serve as a waiver of sovereign immunity by the **School Board**.

**21. 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, or national or ethnic origin.

**22. NO TAXES**

The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

**23. WRITTEN NOTICE DELIVERY**

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**Contractor/Vendor Address.** The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

**Contractor/Vendor** Kempfs' Site Development, Inc.  
**Contact's Name/Title** Attn: Mr. Dennis Kempf  
**Address:** 2676 50<sup>th</sup> Avenue  
Vero Beach, FL 32966

**School Board's Address.** The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

**School Board of Indian River County**  
**Attn: Superintendent, Mark J. Rendell, Ed.D**  
**6500 57<sup>th</sup> Street**  
**Vero Beach, Florida 32967**

**With a copy to:**

**Department** Facilities Planning & Construction  
**Department Director** Attn: Nicholas Westenberger, Director  
**Address:** 6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967

**And a copy to:**

**Department** Purchasing  
**Department Director** Attn: Jeff Carver, Director  
**Address:** 6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967

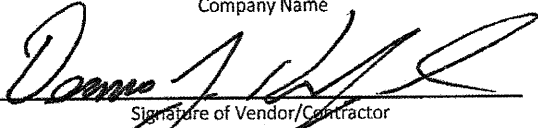
**24. INSURANCE REQUIREMENTS**

**Contractor** shall provide evidence of insurance as may be required by the **School Board's** Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverage. Upon request, "The **School Board of Indian River County, Florida, its officers, directors and employees**" shall be named as additional insured. Prior to effective date of the Agreement, **Contractor** shall be responsible for providing the **School Board** with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the **Contractor** shall also comply with insurance requirements set forth therein. **Contractor** shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the **School Board**, shall constitute a material default under the Agreement.

**VENDOR/CONTRACTOR**

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

Kempfs' Site Development, Inc.  
Company Name

  
Signature of Vendor/Contractor

Dennis J. Kempf, Sr.  
Printed Name of Vendor/Contractor

12/1/2017  
Date

2676 50<sup>th</sup> Avenue  
Address

Vero Beach, FL 32966

772-569-4827/772-564-7021


TELEPHONE / FAX NUMBER  
kempfsite@aol.com

CONTACT EMAIL ADDRESS

FEIN (BUSINESS) 27-1977556

SS# (INDIVIDUAL) \_\_\_\_\_

The School Board of Indian River County, Florida

  
Signature of Chairman, School Board of Indian River County, FL

Mr. Shawn R. Frost  
Printed Name of Chairman, School Board of Indian River County, FL

12/12/17  
Date

6500 57<sup>th</sup> Street  
Address

Vero Beach, FL 32967



# Proposal

Kempfs' Site Development, Inc.

2676 50th Avenue, Vero Beach, FL 32966

Tel (772)569-4827 \* Fax (772)564-7021

kempfsite@aol.com

Date: November 29, 2017

Proposal No.: 1635

Name: Indian River Schools (Richard)

Job Name: Glendale Elementary

Contact Info:

Job Info.:

DESCRIPTION	Quantity	Unit Value	Amount
Silt fence/Inlet protection			\$2,850.00
Tree removal			\$2,400.00
Remove concrete			\$4,400.00
New sidewalk			\$4,400.00
Extruder curb 6"x18"			\$10,240.00
Strip grass & use for back slopes			\$3,950.00
Cut/Balance			\$11,800.00
Prime/Install 1.5" of SP 9.5 Asphalt			\$25,370.00
Testing			\$2,900.00
Layout/Asbuilts			\$4,200.00
Striping, signs & wheel stops			\$3,200.00
Double Fence			\$4,500.00
Remove canopy/benches			\$6,500.00
<b>ALTERNATE:</b>			
Site Lighting \$24,552			
1" overlay of Asphalt \$45,028			
Restriping \$3,600			
<b>TOTAL:</b>			<b>\$86,710.00</b>

**EXCLUSIONS:**

Permits, bonds, SWPPP, monthly inspections, survey, fireline, site lighting, 1" overlay of asphalt, restriping, brick pavers, landscaping, irrigation work/repair, electrical work/repair, sod, seed-n-mulch, demucking, unsuitable materials, repairs and/or relocation of any existing utilities, buried and/or unknown objects.

**TERMS:**

Quantities or lump sum to be agreed upon prior to commencement of work.

**NOTES:**

Should an extra wide shortage of asphalt mix materials occur, beyond our control; we will not be responsible for price increases and/or impact to the project schedule. All agreements contingent upon strikes, accidents, weather or delayed beyond our control. Proposal is effective for thirty (30) days due to unstable materials and fuel costs.

**ACCEPTANCE OF PROPOSAL**

The prices, specifications & conditions are satisfactory & are hereby accepted. You are authorized to do the work as specified above.

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

**This page intentionally left blank.**



**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FORM FOR CONSTRUCTION CONTRACTED SERVICES**

**THIS AGREEMENT**, entered into this 12<sup>th</sup> of December, 2017, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "School Board", and Window Sales & Service of Vero, Inc. (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR", is as follows:

**1. SCOPE OF WORK**

Nature of Contracted Services: Project to include all materials and labor to install new walkway covers, approximately 3,435 sq. ft., using all clear anodized aluminum materials AND alternate cover for two adjoining walkways at Sebastian River High School, as per attached proposal.

Nature of Contracted Services: Furnish and install approximately 3,435 sq. ft. of clear anodized aluminum material walkway covers, AND ALTERNATE to furnish and install a new walkway cover using clear anodized materials for two adjoining walkways at Sebastian River High School. Price includes all materials, labor and engineering for complete project as per attached proposal.

Anticipated Outcome of Contracted Services: Furnish and install approximately 3,435 sq. ft. of clear anodized aluminum material walkway covers, AND ALTERNATE to furnish and install a new walkway cover using clear anodized materials for two adjoining walkways at Sebastian River High School. Price includes all materials, labor and engineering for complete project as per attached proposal.

Location of Contracted Service: Sebastian River High School, 9001 Shark Boulevard, Sebastian, FL 32958

Date(s)/Hours of Service: As needed – Scheduled TBD

**2. TERM OF AGREEMENT -**

The Contractor shall commence performance of the Agreement on the 13<sup>th</sup> day of December, 2017, and shall complete performance to the satisfaction of the Superintendent no later than the 30<sup>th</sup> day of April, 2018. The School Board reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the Contractor.

### 3. COMPENSATION

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount **NOT TO EXCEED \$97,860.00 (\$90,860.00 - Proposal Amount Including Alternate (attached), plus \$7,000.00 – Owner Added Contingency)** which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

### 4. PAYMENT SCHEDULE

Payment will be generated by the **School Board's** Accounts Payable Department within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

- Lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services and District-approved invoice
- Partial payments after District-approved invoice(s).
- See payment schedule hereto attached and incorporated into this Agreement.
- Payment of District-approved invoice(s).

### 5. REGULATIONS & ORDINANCES

The **Contractor** shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

### 6. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

### 7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

**Contractor** shall, in addition to any other obligation to indemnify the **School Board** of Indian River County, Florida, protect, defend, indemnify and hold harmless the **School Board**, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the **Contractor**, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by **Contractor** in the performance of the work; or liens, claims or actions made by the **Contractor** or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the **Contractor** or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

## 8. DUTY TO DEFEND

The **Contractor** agrees, at its own expense, and upon written request by the **Board**, to defend any suit, action or demand brought against the **School Board** on any claim or demand arising out of, resulting from or incidental to **Contractor's** performance under this Agreement.

## 9. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The **School Board** of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract. The **School Board** of Indian River County shall only be required to pay to the **Contractor** that amount of the contract actually performed to the effective date of termination.

## 10. EQUAL EMPLOYMENT OPPORTUNITY

**Contractors** awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with 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).

## 11. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. **Contractor** understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The **Contractor** shall keep records to show its compliance with program requirements. **Contractors** and subcontractors must make available, upon request of the **School Board**, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the **Contractor** which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **Contractor** shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. **Contractor** shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the **Contractor** must be transferred to **School Board** at no cost. If records are stored electronically, the records must be provided in a compatible format to **School Board's** operating system.

## 12. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The **School Board** of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. **Contractor** shall defend, indemnify and hold the **School Board** and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with any of the foregoing. **Contractor** will indemnify and hold harmless the **School Board** from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement,

including its use by the **School Board**. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

### 13. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board Policies** as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration for services, **Contractor** and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and **School Board Policies** prior to providing services to The **School Board** of Indian River County.

Additionally, **Contractor** agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and **School Board Policies**.

A non-instructional **Contractor** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor/Employer** of any arrest(s) or conviction (s) of any offense enumerated in **School Board Policy** 8475 within 48 hours of its occurrence.

**Contractor** agrees to provide the **School Board** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **Contractor** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. **Contractor** further agrees to notify the **School Board** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **Contractor** to notify the **School Board** of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

### 14. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per **School Board Rule** 1113, it is the policy that no District officer or employee, including but not limited to, **Board** members, administrators, instructional staff members, or support staff members, shall have or hold

any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the **Board** that no District officer or employee, including but not limited to **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the **Board** that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

#### **15. COMPLIANCE WITH BOARD POLICIES**

I certify agreement with the following **School Board** Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable **School Board** contracting and procurement policies and procedures.

#### **16. ASSIGNMENT**

This Agreement may not be assigned nor may any assignment of monies due, or to become due to **Contractor**, be assigned without the prior written agreement of **The School Board** of Indian River County, Florida. If **Contractor** attempts to make such an assignment, such attempt shall constitute a condition of default.

#### **17. DEBARMENT**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, 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 the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

**Contractor** agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs 19(a) – (e) above, with respect to **Contractor** or its principals.

#### **18. DAVIS-BACON ACT LABOR STANDARDS**

The **Contractor** shall comply with all applicable provisions of 40 U.S.C. §276a to 276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

#### **19. CONDUCT WHILE ON SCHOOL PROPERTY**

The **Contractor** acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board Policies** and subject to the administrator of designee. It will be considered a breach of this Agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

#### **20. NO WAIVER**

Nothing herein is intended to serve as a waiver of sovereign immunity by the **School Board**.

#### **21. 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, or national or ethnic origin.

#### **22. NO TAXES**

The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

#### **23. WRITTEN NOTICE DELIVERY**

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**Contractor/Vendor Address.** The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

**Contractor/Vendor** Window Sales & Services of Vero, Inc.  
**Contact's Name/Title** Attn: Mr. Chris Milliman  
**Address:** 775 90<sup>th</sup> Avenue  
Vero Beach, FL 32968

**School Board's Address.** The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

**School Board of Indian River County**  
**Attn: Superintendent, Mark J. Rendell, Ed.D**  
**6500 57<sup>th</sup> Street**  
**Vero Beach, Florida 32967**

**With a copy to:**

**Department** Facilities Planning & Construction  
**Department Director** Attn: Nicholas Westenberger, Director  
**Address:** 6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967

**And a copy to:**

**Department** Purchasing  
**Department Director** Attn: Jeff Carver, Director  
**Address:** 6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967

#### **24. INSURANCE REQUIREMENTS**

**Contractor** shall provide evidence of insurance as may be required by the **School Board's** Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverage. Upon request, "The **School Board** of Indian River County, Florida, its officers, directors and employees" shall be named as additional insured. Prior to effective date of the Agreement, **Contractor** shall be responsible for providing the **School Board** with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the **Contractor** shall also comply with insurance requirements set forth therein. **Contractor** shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the **School Board**, shall constitute a material default under the Agreement.

**VENDOR/CONTRACTOR**

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

Window Sales & Service of Vero, Inc.  
Company Name

Chris Milliman  
Signature of Vendor/Contractor

Chris Milliman  
Printed Name of Vendor/Contractor

11-13-2017  
Date

775 90<sup>th</sup> Avenue  
Address

Vero Beach, FL 32968

772-567-3125 / 772-567-6827  
TELEPHONE / FAX NUMBER

windowsales@bellsouth.net  
CONTACT EMAIL ADDRESS

FEIN (BUSINESS) 591459463

SS# (INDIVIDUAL) \_\_\_\_\_

The School Board of Indian River County, Florida

Shawn R. Frost  
Signature of Chairman, School Board of Indian River County, FL

Mr. Shawn R. Frost  
Printed Name of Chairman, School Board of Indian River County, FL

12/12/17  
Date

6500 57<sup>th</sup> Street  
Address

Vero Beach, FL 32967



WINDOW SALES & SERVICE OF VERO, INC.

775 90<sup>th</sup> Ave.

Vero Beach, Fl. 32968

Phone: 772-567-3125

Fax: 772-567-6827

Email: windowsales@bellsouth.net

**PROPOSAL**

**Proposal Submitted To:** Rick Huff

**Date:** 11-2-17

**Street:** Sebastain River High School

**City, State, Zip Code:** Vero Beach, FL

**Phone :**

We propose to furnish and install a new walkway cover, approximatley 3,435 sq. ft, using all clear anodized aluminum materials.

**\$68,700.00**

For the alternate cover, we propose to furnish and install a new walkway cover, using all clear anodized materials.

**\$22,160.00**

Price includes all materials, labor and engineering.

**Please read over carefully before signing.  
The signed proposal becomes your contract**

All materials are guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders and will become contingent upon accidents, weather or other delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Calah Milliman

Customer's Signature \_\_\_\_\_

Proposal good for 30 days

**This page intentionally left blank.**

# City of Vero Beach

1053 - 20th PLACE - P.O. BOX 1389  
VERO BEACH, FLORIDA 32961-1389



OFFICE OF THE DIRECTOR  
PUBLIC WORKS

October 30, 2017

Patrick Walther, PE  
Carter Associates, Inc.  
1708 21<sup>st</sup> Street  
Vero Beach, FL 32960

**Re: Utility Easement #2017-EG-0215  
Beachland Elementary School  
3350 Indian River Drive East**

Dear Mr. Walther:

We have attached the required deed of easement for the above referenced project. Please review and forward to the Indian River County School Board for execution. Please note that a witness and notary public are required to sign, acknowledging the stated signatures.

Upon execution, please return the deed of easement to our office for execution and recording by the City agreement. We will forward a copy of the fully executed easement once recorded

Should you have any questions please contact me at (772) 978-4870.

Sincerely,

A handwritten signature in blue ink that reads "David R. Gay".

David R. Gay, PSM  
Chief Surveyor

Cc: Todd Young, Senior Engineering Designer, Water and Sewer

**RECEIVED**

**NOV - 2 2017**

**CARTER ASSOCIATES, INC.**

Prepared by and return to:  
City Attorney  
P.O. Box 1389  
Vero Beach, FL 32961-1389

**UTILITY EASEMENT DEED  
(2017-EG-215)**

**THIS INDENTURE** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 201\_\_, (“Effective Date”) by and between **INDIAN RIVER COUNTY SCHOOL BOARD** (the “Grantor”), whose mailing address is 1990 25<sup>th</sup> Street, Vero Beach, FL 32960, and the **CITY OF VERO BEACH**, a Florida municipal corporation (the “Grantee”), whose mailing address is P.O. Box 1389, Vero Beach, FL 32961-1389:

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and their respective heirs, legal representatives, successors, and assigns).

**WITNESSETH:**

That Grantor is the owner in fee simple of that certain real property located at 3350 Indian River Drive East, lying, situate, and being in the City of Vero Beach, Indian River County, Florida, more particularly described as:

See Exhibit “A” attached hereto and incorporated herein by this reference (pursuant to Special Warranty Deed dated November 1, 1954 recorded July 26, 1955 in Official Record Book 98 at Page 337 of the Public Records of Indian River County, Florida) (hereinafter the “Property”).

Parcel No.: 32403100000002000002.0

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee a non-exclusive easement in perpetuity for utility purposes, more particularly described in Exhibit “B” (hereinafter “Easement”), attached hereto and incorporated herein by reference, and which Easement shall run with and be a burden upon the Property.

Grantor hereby reserves for itself, the right to use the Property for purposes not inconsistent with the Easement granted herein, including without limitation, the right of ingress, egress and passage by Grantor and its employees, agents, customers, and invitees, over, across, and through the Easement, and the right to install improvements for the Property (but not trees) within the Easement. Notwithstanding the foregoing, Grantor covenants to limit its improvements, construction, installations, equipment, and plantings (collectively hereinafter “Improvements”) on and in the Easement to those existing on the Effective Date hereof. In order to facilitate the orderly development of the Property, avoid damage or disruption to Grantee’s utility facilities or lines, and avoid injury or death to persons, Grantor further covenants that it shall not construct, install, or allow the construction or installation of any other or additional

improvements, installations, utility facilities or lines of any kind or nature on or in the Easement without prior review and approval by Grantee's planning and development, electric, and water & sewer departments. All Improvements and installations on or in the Easement, whether now existing or added in the future, shall be subject to removal, damage, or destruction without liability or responsibility on the part of Grantee, its agents, employees, or contractors, and without obligation to repair or replace such Improvements or installations should said Improvements or installations interfere with or infringe on the Easement rights granted herein to Grantee or the maintenance, repair, replacement, or reconstruction of any of Grantee's utility facilities or lines located on or in the Easement.

Grantor further grants to the Grantee, as part of this Easement, a general easement for ingress, egress, and regress over and across the driveways, parking, common, and open areas of the Property for the purpose of access to and maintenance, repair, or replacement of any or all of Grantee's utility equipment, facilities, or lines. Grantee shall not be otherwise responsible for maintenance or repair of the Easement or any Improvement or installation thereon or therein.

The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant this Easement.

**SIGNATURE PAGES FOLLOW**

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Indenture to be executed in its name as of the day and year first herein written.

**GRANTOR (INDIAN RIVER COUNTY SCHOOL BOARD):**

ATTEST:

\_\_\_\_\_

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

Print name: \_\_\_\_\_  
School Board Chairman

Print Name: \_\_\_\_\_  
Superintendent of Schools

[SEAL]

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_, as Superintendent of Schools, and attested by \_\_\_\_\_, as School Board Chairman, on behalf of Grantor. They are personally known to me.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission No.:  
My Commission Expires:

**ACCEPTANCE OF CONVEYANCE**

The foregoing conveyance is hereby accepted by the City of Vero Beach, Florida, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance.

ATTEST:

CITY OF VERO BEACH

\_\_\_\_\_  
Tammy K. Bursick  
City Clerk

By: \_\_\_\_\_  
Laura Moss  
Mayor

[CITY SEAL]

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

**ADMINISTRATIVE REVIEW**

(For Internal Use Only—Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency:

Approved as conforming to municipal policy:

\_\_\_\_\_  
Wayne R. Coment  
City Attorney

\_\_\_\_\_  
James R. O'Connor  
City Manager

Approved as to technical requirements:

\_\_\_\_\_  
Robert J. Bolton  
Director, Water & Sewer

Exhibit "A"

All of that part of the Southeast quarter of the Northeast quarter of Section 31, Township 32 South, Range 40 East, that lies West of Mockingbird Drive, formerly Avenue M, and that lies North of Beachland Boulevard and that lies East of Sandpiper Drive, formerly Avenue N, in the City of Vero Beach, as shown on the official map of said City of May, 1954.

Subject to all taxes and assessments of Indian River County, Florida, and subject to all taxes and assessments of the City of Vero Beach subsequent to the year 1954.

The above described property is conveyed for the sole and only purpose of providing a public school site to the Grantee and should the Grantee fail to erect a public school on said site within ten (10) years from this date, then on such failure, the whole consideration hereof fails and said land shall revert to the City of Vero Beach, Florida, free and clear of any claim or demand, right, title or interest herewith conveyed to the Grantee.

As a further part of the consideration of this conveyance, the Grantee agrees to immediately clear said site of all underbrush, palmetto and all other growth except trees and to keep the same cleared and in a sightly and presentable condition hereafter and the failure to so maintain said property shall constitute failure of consideration of this conveyance and said property shall revert to the City of Vero Beach, free and clear of any right, title, interest or demand of the Grantee.

Subject to and there is excepted from this conveyance easements now existing for streets, alleys, sidewalks or utilities upon, over and under said property as shown of record.



**EXHIBIT "B"**  
**DESCRIPTION OF UTILITY EASEMENT #2017-EG-0215**  
**Portion of Section 31-32-40**  
**Parcel # 32-40-31-00000-0020-00002.0**

Situated in the State of Florida, County of Indian River, being a part of Section 31, Township 32 South, Range 40 East, and being more particularly bounded and described as follows:

A utility easement lying within that certain parcel of land described in Deed Book 98, Page 337 of the Public Records of Indian River County, Florida, being more particularly described as follows:

Commencing at the northeast corner of the southeast quarter of the northeast quarter of Section 31, Township 32 South, Range 40 East;

Thence South 00°02'03" East along the east line of said southeast quarter of the northeast quarter for a distance of 1099.18 feet to the intersection with the easterly extension of the north right of way line of State Road 60/ Beachland Boulevard (140 feet wide right of way);

Thence South 89°38'33" West along said easterly extension of the north right of way line for a distance of 50.00 feet to the west right of way line of Mockingbird Drive (80 feet wide right of way), said point also being the southeast boundary corner of the Beachland Elementary property;

Thence continue South 89°38'33" West along said north right of way line for a distance of 95.94 feet to the Point of Beginning of said utility easement;

Thence from said Point of Beginning continue South 89°38'33" West along said north right of way line for a distance of 52.44 feet;

Thence leaving said north right of way line run North 00°37'12" West for a distance of 20.94 feet;


Thence North 89°22'48" East for a distance of 20.00 feet;

Thence South 00°37'12" East for a distance of 14.03 feet;

Thence North 89°38'33" East and parallel with the north right of way line of State Road 60/ Beachland Boulevard for a distance of 32.47 feet;

Thence South 00°21'27" East for a distance of 7.00 feet to said north right of way line and Point of Beginning,

Said easement containing 647 square feet or 0.15 acres more or less.

  
David R. Gay, PSM #5973

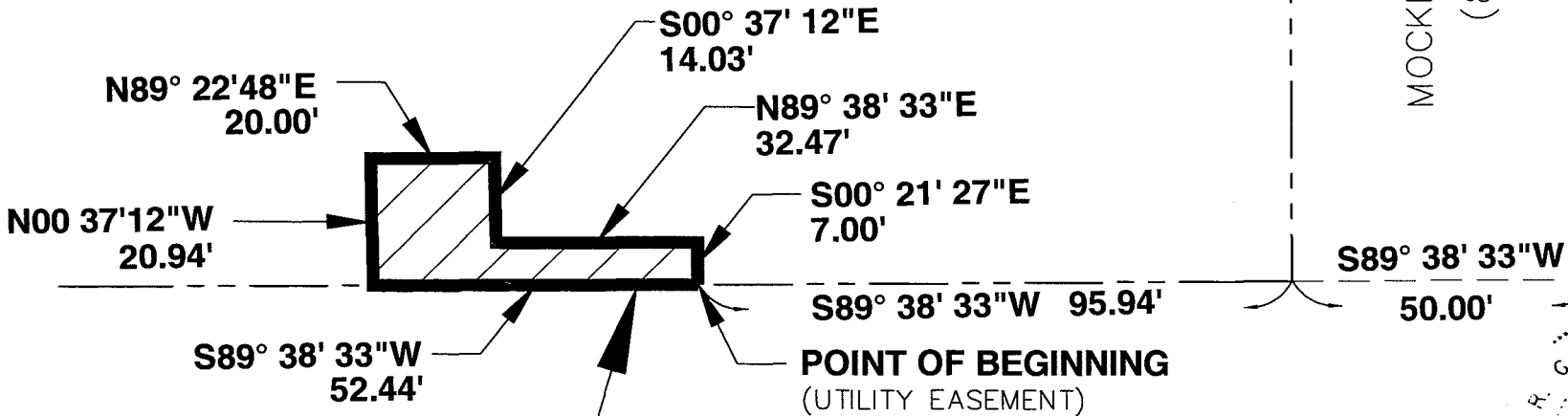




SCALE 1" = 30'

**POINT OF COMMENCEMENT**  
NE CORNER SE 1/4 OF NE 1/4  
SECTION 31-32-40

BEACHLAND ELEMENTARY  
3350 INDIAN RIVER DRIVE EAST  
32-40-31-00000-0020-00002.0

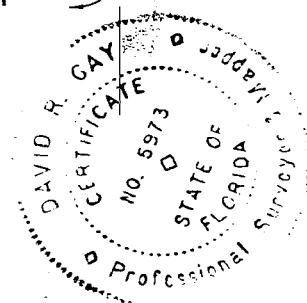


**SUBJECT EASEMENT**  
(UTILITY)

STATE ROAD 60 BEACHLAND BOULEVARD  
(140' R/W)

MOCKINGBIRD DRIVE  
(80' R/W)

S00° 02' 03"E 1099.18'



*David Gay* 10/20/17  
DAVID GAY, PSM #5973 DATE

NOTE: EASEMENT DESCRIPTION AND LOCATION IS BASED UPON A SURVEY  
SUPPLIED BY CARTER ASSOCIATES, INC., PROJECT 14-54E, DATED 08-28-2017.

THIS SKETCH IS NOT A SURVEY

SHEET 2 OF 2

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS SURVEY & ENGINEERING DIVISION	SKETCH OF PROPERTY DESCRIPTION UTILITY EASEMENT BEACHLAND ELEMENTARY SECTION 31-32-40	EXHIBIT "B"		REV. NO.	AUTHRZD. BY
		CITY PROJECT NO. 2017-EG-215		DRWN BY	DATE
		DATE 10/2017	DRWN BY DG	CHKD BY MKF	DESCRIPTION

# City of Vero Beach

1053 - 20th PLACE - P.O. BOX 1389  
VERO BEACH, FLORIDA 32961-1389



OFFICE OF THE DIRECTOR  
PUBLIC WORKS

November 15, 2017

Patrick Walther, PE  
Carter Associates, Inc.  
1708 21<sup>st</sup> Street  
Vero Beach, FL 32960

**Re: Utility Easement #2017-EG-0217  
Citrus Bowl/ 16<sup>th</sup> Street**

Dear Mr. Walther:

We have attached the required deed of easement for the above referenced project. Please review and forward to the Indian River County School Board for execution. Please note that a witness and notary public are required to sign, acknowledging the stated signatures.

Upon execution, please return the deed of easement to our office for execution and recording by the City agreement. We will forward a copy of the fully executed easement once recorded

Should you have any questions please contact me at (772) 978-4870.

Sincerely,

A handwritten signature in blue ink that reads "David R. Gay".

David R. Gay, PSM  
Chief Surveyor

Cc: Todd Young, Senior Engineering Designer, Water and Sewer  
Ted Fletcher, Director, Utility Operations

Prepared by and return to:  
City Attorney  
P.O. Box 1389  
Vero Beach, FL 32961-1389

**UTILITY EASEMENT DEED  
(2017-EG-217)**

**THIS INDENTURE** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, (“Effective Date”) by and between **SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA** (the “Grantor”), whose mailing address is 6500 57<sup>th</sup> Street, Vero Beach, FL 32967, and the **CITY OF VERO BEACH**, a Florida municipal corporation (the “Grantee”), whose mailing address is P.O. Box 1389, Vero Beach, FL 32961-1389:

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and their respective heirs, legal representatives, successors, and assigns).

**WITNESSETH:**

That Grantor is the owner in fee simple of that certain real property lying, situate, and being in the City of Vero Beach, Indian River County, Florida, more particularly described as:

E 400 FT OF SW ¼ OF SE ¼, LESS THAT PORTION LYING E OF 17<sup>TH</sup> AVE & N OF 17<sup>TH</sup> ST (pursuant to Corrective Quit-Claim Deed dated December 11, 2012 recorded December 13, 2012 in Official Record Book 2629 at Page 126 of the Public Records of Indian River County, Florida)

Parcel No.: 33390200000700000002.0

*-and-*

BEG AT NW COR OF SE ¼ OF SE ¼ RUN E 476.7 FT TO NW COR OF LOT 1, BLK 28 OF HIGHLAND PARK, S PARALLEL WITH W BDRY LINE OF SE ¼ OF SE ¼ TO S BDRY LINE OF 02-33-39, THENCE W ALONG S BDRY LINE OF SAID SEC TO SW COR OF SE ¼ OF SE ¼ TH N ALONG W BDRY LINE OF SE ¼ OF SE ¼ TO POB; LESS THE FOLL DESC PARCEL: BEING ALL THAT PART OF THE E 75 FT OF THE REAL ESTATE CONVEYED TO THE BOARD OF PUBLIC INSTRUCTION FOR IND RIV CO BY DEEDS RECORDED IN DEED BK 24 PG 559 & DEED BK 49 PG 265, LYING N OF N R/W LINE OF 16<sup>TH</sup> ST & S OF WLY EXTENSION OF N R/W LINE OF 17<sup>TH</sup> ST in the Public Records of Indian River County, Florida (hereinafter the “Property”).

Parcel No.: 33390200000700000004.0

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee a non-exclusive easement in perpetuity for utility purposes, more particularly described in Exhibit "A" (hereinafter "Easement"), attached hereto and incorporated herein by reference, and which Easement shall run with and be a burden upon the Property.

Grantor hereby reserves for itself, the right to use the Property for purposes not inconsistent with the Easement granted herein, including without limitation, the right of ingress, egress and passage by Grantor and its employees, agents, customers, and invitees, over, across, and through the Easement, and the right to install improvements for the Property (but not trees) within the Easement. Notwithstanding the foregoing, Grantor covenants to limit its improvements, construction, installations, equipment, and plantings (collectively hereinafter "Improvements") on and in the Easement to those existing on the Effective Date hereof. In order to facilitate the orderly development of the Property, avoid damage or disruption to Grantee's utility facilities or lines, and avoid injury or death to persons, Grantor further covenants that it shall not construct, install, or allow the construction or installation of any other or additional improvements, installations, utility facilities or lines of any kind or nature on or in the Easement without prior review and approval by Grantee's planning and development, electric, and water & sewer departments. All Improvements and installations on or in the Easement, whether now existing or added in the future, shall be subject to removal, damage, or destruction without liability or responsibility on the part of Grantee, its agents, employees, or contractors, and without obligation to repair or replace such Improvements or installations should said Improvements or installations interfere with or infringe on the Easement rights granted herein to Grantee or the maintenance, repair, replacement, or reconstruction of any of Grantee's utility facilities or lines located on or in the Easement.

Grantor further grants to the Grantee, as part of this Easement, a general easement for ingress, egress, and regress over and across the driveways, parking, common, and open areas of the Property for the purpose of access to and maintenance, repair, or replacement of any or all of Grantee's utility equipment, facilities, or lines. Grantee shall not be otherwise responsible for maintenance or repair of the Easement or any Improvement or installation thereon or therein.

The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant this Easement.

**SIGNATURE PAGES FOLLOW**

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Indenture to be executed in its name as of the day and year first herein written.

**GRANTOR  
SCHOOL DISTRICT OF  
INDIAN RIVER COUNTY, FLORIDA:**

ATTEST:

\_\_\_\_\_

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

Print name: \_\_\_\_\_  
School Board Chairman

Print Name: \_\_\_\_\_  
Superintendent of Schools

[SEAL]

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_, as Superintendent of Schools, and attested by \_\_\_\_\_, as School Board Chairman, on behalf of Grantor. They are personally known to me.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission No.:  
My Commission Expires:

**ACCEPTANCE OF CONVEYANCE**

The foregoing conveyance is hereby accepted by the City of Vero Beach, Florida, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance.

ATTEST:

**CITY OF VERO BEACH**

\_\_\_\_\_  
Tammy K. Bursick  
City Clerk

By: \_\_\_\_\_  
Laura Moss  
Mayor

[CITY SEAL]

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

**ADMINISTRATIVE REVIEW**

(For Internal Use Only–Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency:

Approved as conforming to municipal policy:

\_\_\_\_\_  
Wayne R. Coment  
City Attorney

\_\_\_\_\_  
James R. O'Connor  
City Manager

Approved as to technical requirements:

Approved as to technical requirements:

\_\_\_\_\_  
Robert J. Bolton  
Director, Water & Sewer

\_\_\_\_\_  
William T. Fletcher  
Director, Utility Operations

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**  
**UTILITY EASEMENT 2017-EG-217**  
**PORTION OF SECTION 02, TOWNSHIP 33 SOUTH, RANGE 39 EAST**  
**Parcels # 33-39-02-00000-7000-00002.0 & 33-39-02-00000-7000-00004.0**

Situated in the State of Florida, County of Indian River, City of Vero Beach and being a part of the southeast one quarter of Section 02, Township 32 South, Range 39 East, and being more particularly bounded and described as follows:

**Utility Easement 1**

Commencing at the southeast corner of Section 02, Township 33 South, Range 39 East;

Thence North 89°35'12" West along the south line of the said Section 2 for a distance of 842.08 feet to a point of intersection of said south line of Section 2 and the southerly extension of the east right-of-way line of 14th Court (a 75.00 foot road right-of-way);

Thence continue North 89°35'12" West along said south line of Section 2 for a distance of 374.93 feet;

Thence North 00°24'48" East for a distance of 80.00 feet to the north right of way line of 16th Street and Point of Beginning of Utility Easement #1;

Thence from Point of Beginning run North 89°35'12" West along said right of way for a distance of 22.51 feet;

Thence North 00°22'46" East for a distance of 12.83 feet to the exterior south face of an existing (concrete block structure) building (Vero Beach High School stadium men's restroom);

Thence South 89°37'14" East along said south face of said building for a distance of 22.51 feet;

Thence South 00°22'46" West for a distance of 12.84 feet to the Point of Beginning.

Said Easement containing 289 square feet more or less.



## Utility Easement #2

Commencing at the southeast corner of Section 02, Township 33 South, Range 39 East;

Thence North 89°35'12" West along the south line of the said Section 2 for a distance of 842.08 feet to a point of intersection of said south line of Section 2 and the southerly extension of the east right-of-way line of 14th Court (a 75.00 foot road right-of-way);

Thence continue North 89°35'12" West along said south line of section 2 for a distance of 789.62 feet to a point of intersection of said south line and the southerly extension of the east right-of-way line of 17th Avenue (a 70.00 foot road right-of-way as it now exists);

Thence North 00°34'56" East along said southerly extension for a distance of 80.00 feet to the north right of way line of 16th Street;

Thence continue North 00°34'56" East along said east right of way line of 17th Avenue for a distance of 100.40 feet to the Point of Beginning of Utility Easement #2;


Thence from the Point of Beginning continue North 00°34'56" East along said east right of way line a distance of 16.00 feet;

Thence South 89°38'55" East for a distance of 59.24 feet;

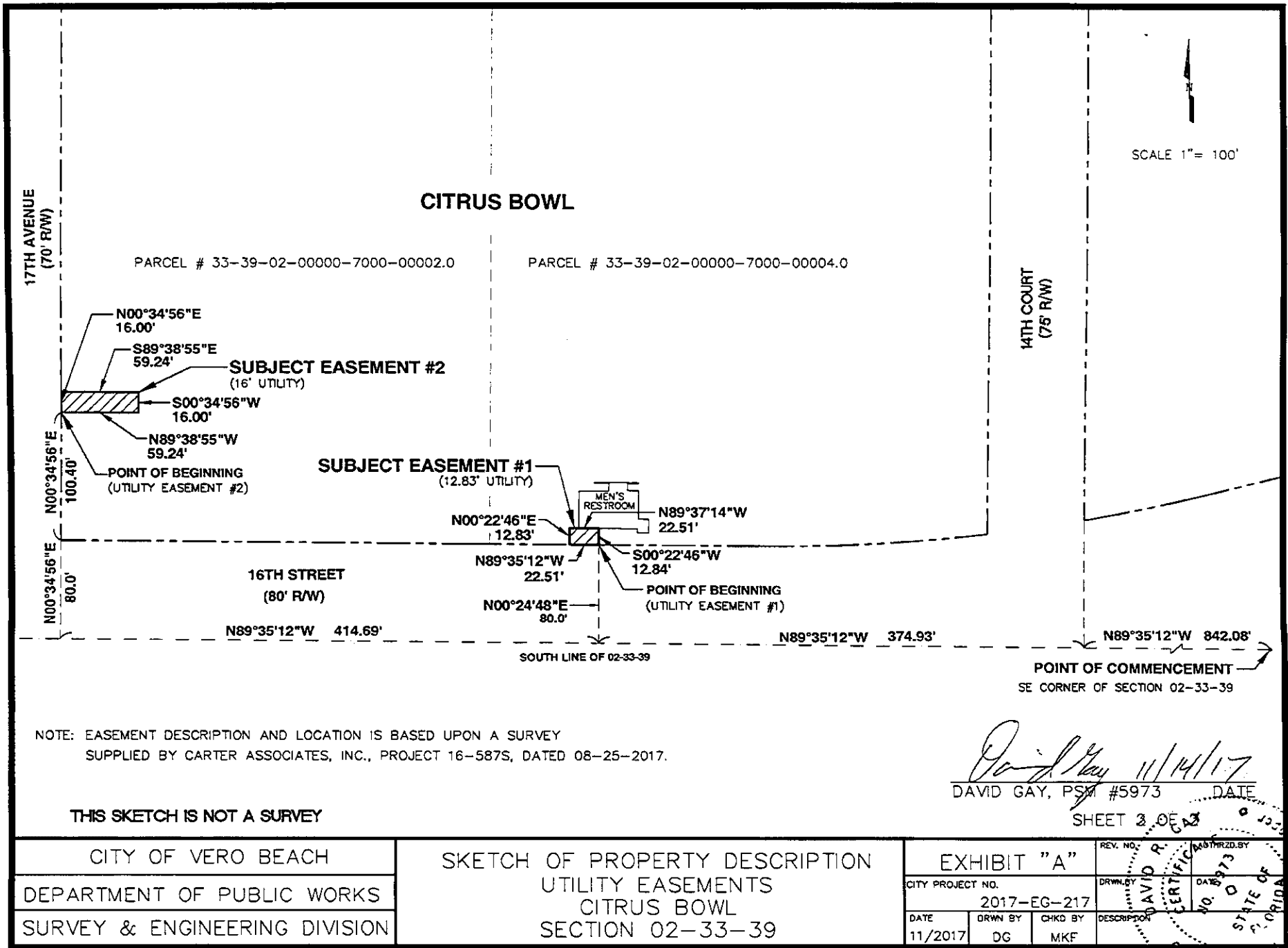
Thence South 00°34'56" West and parallel with the east right of way line of 17th Avenue for a distance of 16.00 feet;

Thence North 89°38'55" West for a distance of 59.24 feet to the east right of way line of 17th Avenue and Point of Beginning;

Said Easement containing 948 square feet more or less;

  
\_\_\_\_\_  
David R. Gay, PSM #5973





SCALE 1" = 100'

*David Gay* 11/14/17  
 DAVID GAY, PSM #5973      DATE

SHEET 3 OF 3

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS SURVEY & ENGINEERING DIVISION	SKETCH OF PROPERTY DESCRIPTION UTILITY EASEMENTS CITRUS BOWL SECTION 02-33-39	EXHIBIT "A"		REV. NO.	APPROVED BY
		CITY PROJECT NO. 2017-EG-217		DRWN. BY	DATE
		DATE 11/2017	DRWN BY DG	CHKD BY MKF	DESCRIPTION

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO (OWNER): **School District of Indian River County**  
 6500 57th Street  
 Vero Beach, FL 32967

PROJECT: **Beachland Elementary Classroom & Foodservice Building**  
 3350 Indian River Drive East  
 Vero Beach, FL 32963

APPLICATION NO: **16 Retainage**  
 CONSTRUCTION  
 PERIOD TO: 11/15/2017

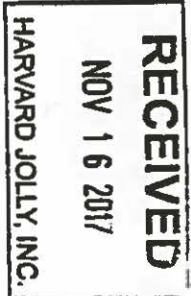
Distribution to:  
 OWNER (2)  
 ARCHITECT (1)  
 CONTRACTOR (1)  
 ARCHITECT'S

FROM (CONTRACTOR): **Proctor Construction Company**  
 2050 US Highway 1, Suite 200  
 Vero Beach, FL 32960

VIA (ARCHITECT): **Harvard Jolly Architecture**  
 2047 Vista Parkway Suite 100  
 W.P.B., FL 33411

PROJECT NO: 14092  
 CONTRACT DATE: 7/26/2016

CONTRACT FOR: **Construction**



**CONTRACTOR'S APPLICATION FOR PAYMENT**

PURCHASE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Purchase Orders approved in previous months by Owner			
TOTAL			0.00
Approved this Month			
Number	Date Approved		
ODP'S 1-6			-533,086.09
ODP 7			-33,164.00
ODP 8-13			-415533.57
ODP 11 Void		29,334.05	
ODP14-24			-810692.59
TOTALS		29,334.05	-1,763,142.20
Net change:			-1,763,142.20

Application is made for Payment, as shown below, in connection with the Contract. Detail Sheet is attached.

1. ORIGINAL CONTRACT SUM	7,019,424.30
2. PURCHASE ORDERS/OCO	-1,763,142.20
3. CONTRACT SUM TO DATE	5,256,282.10
4. TOTAL COMP & STORED TO DATE	5,004,684.32
5. RETAINAGE:	
Retainage Held to Date	
10% of Stored Material	0.00
TOTAL RETAINAGE	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	5,004,684.32
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 FROM PRIOR Certificate)	4,588,664.87
8. CURRENT PAYMENT DUE	416,119.45
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 8)	251,597.78

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Donald Tolliver Date: 11/15/2017  
 Donald Tolliver-President/COO

State of: Florida County of: Indian River

Subscribed and sworn before me this 15th day of Nov 2017.

Notary Public:

Patricia Pitts  
 Patricia Pitts

My Commission expires: 06/01/2018



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 416,119.45

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: Harvard Jolly Architecture

By:

[Signature] Date: 11/17/17  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**This page intentionally left blank.**

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO (OWNER): PROJECT: APPLICATION NO: **13 Retainage** Distribution to:

School District of Indian River County **VBHS Citrus Bowl- Renovations** CONSTRUCTION  OWNER (2)

1990 25th Street 1707 16th Street PERIOD TO: 11/15/2017  ARCHITECT (1)

Vero Beach, FL 32960 Vero Beach, FL 32960  CONTRACTOR (1)

FROM (CONTRACTOR): VIA (ARCHITECT): PROJECT-NO: 04-0-2017JC

Proctor Construction Company Harvard Jolly Architecture

2050 US Highway 1, Suite 200 West Palm Beach, FL

Vero Beach, FL 32960 W.P.B., FL 33411 CONTRACT DATE: 12/14/2016

CONTRACT FOR: Construction

**RECEIVED**  
NOV 16 2017  
HARVARD JOLLY, INC.

**CONTRACTOR'S APPLICATION FOR PAYMENT**

PURCHASE ORDER SUMMARY			
Purchase Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			0.00
Approved this Month			
Number	Date Approved		
ODP 1-5			-291,122.80
Unused ODP		3,274.23	
TOTALS		3,274.23	-287,848.57
Net change:			-287,848.57

Application is made for Payment, as shown below, in connection with the Contract. Detail Sheet is attached.

- 1. ORIGINAL CONTRACT SUM 3,398,443.00
- 2. PURCHASE ORDERS/OCO -287,848.57
- 3. CONTRACT SUM TO DATE 3,110,594.43
- 4. TOTAL COMP & STORED TO DATE PreCon Included 3,000,210.56
- 5. RETAINAGE:
  - Retainage Held to Date
  - 10% of Stored Material 0.00
  - TOTAL RETAINAGE 0.00
- 6. TOTAL EARNED LESS RETAINAGE 3,000,210.56  
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 2,775,349.11  
(Line 6 FROM PRIOR Certificate)
- 8. CURRENT PAYMENT DUE 224,861.45
- 9. BALANCE TO FINISH, PLUS RETAINAGE 110,383.87  
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Donald L. Tolliver Date: 11/15/2017  
Donald L. Tolliver, President/COO

State of: Florida County of: Indian River

Subscribed and sworn before me this 15th day of Nov 2017.

Notary Public:

Patricia Pitts  
Patricia Pitts

My Commission expires: 05/01/2018



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 224,861.45

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: Harvard Jolly Architecture

By:

Date: 11/17/17

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**This page intentionally left blank.**

**School District of Indian River County  
2018-2019 Instructional Calendar**

<b>Day of Week</b>	<b>Date</b>	<b>Event Description</b>
Monday	8/06/2018	Teachers Report; Workday
Tuesday	8/07/2018	Professional Development (PD) for Teachers (School)
Wednesday	8/08/2018	Elementary Teachers PD (District)/Teacher Workday; Student Orientation; Secondary
Thursday	8/09/2018	Secondary Teachers PD (District)/Teacher Workday; Student Orientation; Elementary
Friday	8/10/2018	Teacher Workday
Monday	8/13/2018	First Day of School for Students
Wednesday	8/22/2018	PD for Teachers School; Early Release for Students
Monday	9/03/2018	Labor Day; No School
Monday	9/10/2018	Holiday; No School
Wednesday	9/19/2018	PD for Teachers (School); Early Release for Students
Monday - Friday	9/24-28/2018	Conference Week, Secondary
Monday - Friday	10/08-12/2018	Conference Week, Elementary
Monday	10/15/2018	End of 1 <sup>st</sup> Quarter
Wednesday	10/17/2018	PD for Teachers (District); Early Release for Students
Wednesday	11/14/2018	Professional Learning Day for Teachers; Early Release for Students
Monday - Friday	11/19-24/2018	Thanksgiving Week; No School
Monday & Tuesday	11/19-20/2018	Emergency Days if Needed
Wednesday	11/21/2018	Teachers Off Due to Conferences; No School
Thursday & Friday	11/23-24/2018	Paid Holiday for Teachers; No School
Monday	11/26/2018	Students and Teachers Return from Thanksgiving Break
Tuesday	12/18/2018	PD for Teachers (School); Early Release for Students
Wednesday - Friday	12/19-21/2018	Semester/Final Exams; Early Release for Students
Friday	12/21/2018	End 1 <sup>st</sup> Semester
Monday	12/24/2018	Begin Winter Break; No School 12/24/2018-1/07/2019
Monday	1/07/2019	Teachers Return from Winter Break; PD (School)/Workday
Tuesday	1/08/2019	Students Return from Winter Break
Wednesday	1/16/2019	PD for Teachers (District); Early Release for Students
Monday	1/21/2019	Dr. M.L. King, Jr. Day; No School; Paid Holiday for Teachers
Monday - Friday	1/28-2/1/2019	Conference Week, Elementary
Monday - Friday	2/11-15/2019	Conference Week, Secondary
Monday	2/18/2019	Presidents' Day; No School; Paid Holiday for Teachers
Wednesday	2/27/2019	Professional Learning Day for Teachers; Early Release for Students
Wednesday	3/13/2019	PD for Teachers (School); Early Release for Students
Thursday	3/14/2019	End of 3 <sup>rd</sup> Quarter
Monday - Friday	3/18-22/2019	Spring Break Week; No School
Monday	3/18/2019	Teachers off Due to Conferences; No School
Thursday & Friday	3/21-22/2019	Paid Holiday for Teachers; No School
Monday	3/25/2019	Students and Teachers Return from Spring Break
Friday	4/19/2019	PD for Teachers (District); Early Release for Students
Friday	5/17/2019	Graduation for Sebastian River High School
Saturday	5/18/2019	Graduation for Vero Beach High School
Saturday	5/18/2019	Graduation for Indian River Charter High School
Wednesday - Friday	5/22-24/2019	Semester/Final Exams; Early Release for Students
Friday	5/24/2019	Last Day for Students
Tuesday & Wednesday	5/28-29/2019	Teacher Workdays
Wednesday	5/29/2019	Last Day for Teachers

Revised 12/4/2017

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**School District of Indian River County  
2018-2019 Instructional Calendar-DRAFT**

July '18						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August '18						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September '18						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October '18						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November '18						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December '18						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January '19						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February '19						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March '19						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April '19						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May '19						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June '19						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Rev. 12/2017-DRAFT

**Graduation for Sebastian River High School will be May 17  
Graduation for Vero Beach High School will be May 18  
Graduation for Indian River Charter High School will be May 18**

**Key and Notes:**

Holiday; No School	
Teachers off Due to Conferences; No School	
Paid Holiday for Teachers; No School	
Teacher Workday or Professional Development (PD); No School	
Professional Development (PD) for Teachers; Early Release	
Conference Week	
First Day of School for Students (8/13/2018 & 1/8/2019)	
Emergency Day if Needed	
Semester/Final Exams; Early Release for Students	
End of 1st Quarter; End of 3rd Quarter	
8/6/2018	Teachers Report; Workday
8/7/2018	Professional Development (PD) for Teachers (School)
8/8/2018	Elementary Teachers PD (District)/Teacher Workday
8/8/2018	Student Orientation; Secondary
8/9/2018	Secondary Teachers PD (District)/Teacher Workday
8/9/2018	Student Orientation; Elementary
8/10/2018	Teacher Workday
8/13/2018	First Day of School for Students
8/22/2018	PD for Teachers (School); Early Release for Students
9/3/2018	Labor Day; No School
9/10/2018	Holiday; No School
9/19/2018	PD for Teachers (School); Early Release for Students
9/24/2018	Conference Week, Secondary
10/8/2018	Conference Week, Elementary
10/15/2018	End of 1st Quarter
10/17/2018	PD for Teachers (District); Early Release for Students
11/14/2018	Professional Learning Day for Teachers; Early Release for Students
11/19-23/2018	Thanksgiving Week; No School
11/19-20/2018	Emergency Days if Needed
11/21/2018	Teachers off Due to Conferences; No School
11/22-23/2018	Paid Holiday for Teachers; No School
11/26/2018	Students and Teachers Return from Thanksgiving Break
12/18//2018	PD for Teachers (School); Early Release for Students
12/19-21/2018	Semester/Final Exams; Early Release for Students
12/24/18-1/7/19	Winter Break; No School
1/7/2019	Teachers Return from Winter Break; PD (School)/Workday
1/8/2019	Students Return from Winter Break
1/16/2019	PD for Teachers (District); Early Release for Students
1/21/2019	Dr. M.L. King, Jr. Day; No School; Paid Holiday for Teachers
1/28/2019	Conference Week, Elementary
2/11/2019	Conference Week, Secondary
2/18/2019	Presidents' Day; No School; Paid Holiday for Teachers
2/27/2019	Professional Learning Day for Teachers; Early Release for Students
3/13/2019	PD for Teachers (School); Early Release for Students
3/14/2019	End of 3rd Quarter
3/18-22/2019	Spring Break Week; No School
3/18/2019	Teachers off Due to Conferences; No School
3/21-22/2019	Paid Holiday for Teachers; No School
3/25/2019	Students and Teachers Return from Spring Break
4/19/2019	PD for Teachers (District); Early Release for Students
5/21/2019	PD for Teachers (School); Early Release for Students
5/22-24/2019	Semester/Final Exams; Early Release for Students
5/28-29/2019	Teacher Workdays; 5/29 Last Day for Teachers

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Department of Purchasing  
 777 Glades Road  
 Boca Raton, FL 33431  
 tel: 561.297.3080  
 fax: 561.297.3084  
 www.fau.edu

**AGREEMENT FOR SERVICES  
 CONTRACT AWARD PAGE**

Vendor Name: <b>BrightView Landscape Services, Inc</b>	Agreement No: <b>BP-190</b>
Address: <b>5670 Frost Lane Delray Beach, FL 33484</b>	Bid Ref No: <b>16T-634</b>
FEID No. 95-4194223	Bid Title: <b>Grounds Maintenance – Boca Raton Campus</b>
Phone: (561) 495-6330	
Fax:	Business Size: <b>A - Large Business</b>
<input checked="" type="checkbox"/> The attached and/or additional documentation/pages and terms are hereby incorporated specifically into this agreement. (Check if exist): Attached: - ITN 16T-634, BrightView BAFO – Pricing dtd 5/20/16 and Revision dtd 6/24/16; and Reinvestment Certificate dtd 5/21/16. - Addendum - Disaster and Emergency Service Providers. - Addendum - Safety, Security, and Managing Emergencies. - ITN 16T-634, BrightView's Proposal, Exhibit B, Terms and Conditions dtd 2/23/16.  By Reference: ITN 16T-634 dtd 2/2/16; BrightView's Proposal dtd 3/2/16; and BAFO response rcvd 5/23/16.	
Vendor Point of Contact: Michelle Michalowicz Business Developer <a href="mailto:Michelle.Michalowicz@brightview.com">Michelle.Michalowicz@brightview.com</a> (561) 800-5542	University's Designated Contract Manager: Richard Hue Executive Director-Business Services and Special Assistant to the Vice President for Administrative Affairs <a href="mailto:rhue@fau.edu">rhue@fau.edu</a> ; (561) 297-0143
Award Date: <b>June 3, 2016</b>	Effective Dates: <b>July 1, 2016 – June 30, 2019</b>
Renewal Periods: Option Yr 1: 7/1/19-6/30/20 Option Yr 2: 7/1/20-6/30/21	Estimated Contract Value: <b>\$4,607,712</b>
Description of Goods/Services: Landscaping, fertilization, and grounds maintenance services for FAU's Boca Raton Campus.	
BrightView Landscape Services, Inc.	Florida Atlantic University
 Signature	 Signature*

\*Acting for and on behalf of the Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida.

An Equal Opportunity/Equal Access Institution

Grounds Maintenance Scope of Work		BrightView Landscape Services	Agronomic	Plan	Total Investment:		Notes:		
Zone:	Area:	<u>Maintenance Scope of Work: 28 Mow &amp; 12 Pruning</u>	<u>Trugreen Turf Program Program: 5 Annual Applications</u>	<u>Shrub Agronomic Program: 2 Annual Application</u>	<u>Palm Agronomic Program: 2 Annual Applications</u>	<u>Monthly Cost Per Zone:</u>		<u>Annual Cost per Zone:</u>	
1	Glades Rd Corner	\$7,682.00	\$486.72	\$130.00	\$386.00	\$723.73	\$8,684.72		
2	Roads	\$66,751.00	\$6,860.00	\$449.00	\$2,316.00	\$6,364.67	\$76,376.00		
3	Parking garage-stadium	\$94,733.00	\$11,408.00	\$3,831.00	\$1,263.00	\$9,269.58	\$111,235.00		
4		\$40,600.00	\$2,475.00	\$2,232.00	\$737.00	\$3,837.00	\$46,044.00	4 Turf Fert, 48 Cuts	
5		\$45,077.00	\$1,430.00	\$1,291.00	\$386.00	\$4,015.33	\$48,184.00		
6		\$38,361.00	\$10,560.00	\$2,232.00	\$737.00	\$4,324.17	\$51,890.00		
7		\$16,712.00	\$4,650.00	\$2,372.00	\$912.00	\$2,053.83	\$24,646.00		
8		\$37,751.00	\$8,370.00	\$1,783.00	\$2,175.00	\$4,173.25	\$50,079.00		
9		\$13,533.00	\$1,674.00	\$1,116.00	\$386.00	\$1,392.42	\$16,709.00		
10		\$39,073.00	\$6,185.00	\$189.00	\$737.00	\$3,848.67	\$46,184.00		
11		\$37,751.00	\$4,371.00	\$554.00	\$737.00	\$3,617.75	\$43,413.00		
12		\$55,456.00	\$7,440.00	\$2,673.00	\$1,491.00	\$5,588.33	\$67,060.00		
13						\$0.00	\$0.00		
14		\$146,323.00	\$20,460.00	\$6,807.00	\$6,000.00	\$14,965.83	\$179,590.00		
15		\$58,459.00	\$18,600.00	\$6,723.00	\$877.00	\$7,054.92	\$84,659.00		New price reflects areas removed from zone 15
16		\$95,344.00	\$3,255.00	\$1,116.00	\$491.00	\$8,350.50	\$100,206.00		
17		\$34,495.00	\$3,720.00	\$575.00	\$351.00	\$3,261.75	\$39,141.00		
18		\$7,886.00	\$980.00	\$1,046.00	\$737.00	\$887.42	\$10,649.00		
19		\$80,284.00	\$6,324.00	\$1,958.00	\$789.00	\$7,446.25	\$89,355.00		
20		\$39,634.00	\$950.00	\$505.00	\$386.00	\$3,456.25	\$41,475.00		
21		\$33,528.00	\$1,708.00	\$628.00	\$842.00	\$3,058.83	\$36,706.00		
22		\$19,842.00	\$950.00	\$270.00	\$175.00	\$1,769.75	\$21,237.00		
23		\$72,875.00	\$6,045.00	\$3,537.00	\$1,439.00	\$6,991.33	\$83,896.00		
24		\$67,310.00	\$7,440.00	\$1,066.00	\$561.00	\$6,364.75	\$76,377.00		
25		\$36,428.00	\$2,790.00	\$1,312.00	\$2,105.00	\$3,552.92	\$42,635.00		
26		\$23,199.00	\$1,860.00	\$891.00	\$526.00	\$2,206.33	\$26,476.00		
27		\$19,816.00	\$1,395.00	\$610.00	\$316.00	\$1,844.75	\$22,137.00		
28		\$8,955.00	\$1,210.00	\$505.00	\$211.00	\$906.75	\$10,881.00		
29		\$46,094.00	\$1,302.00	\$951.00	\$702.00	\$4,087.42	\$49,049.00		
30	Bushhog Areas	\$30,930.00				\$2,577.50	\$30,930.00		
Total:		\$1,314,882.00	\$144,898.72	\$47,352.00	\$28,771.00	\$127,991.98	\$1,535,903.72		



# BrightView Reinvestment Certificate

In the amount of

**\$15,000.00**

## **Florida Atlantic University (Boca Campus)**

This reinvestment certificate is for landscape enhancement upgrades when you sign a new 3 year landscape maintenance contract with BrightView. BrightView will offer a reinvestment certificate to be invested in landscape upgrades for the property listed above. We look forward to working with you.

5/21/16

*Russell Simmons*

Russ Simmons, VP of Sales

This certificate can be used for a landscape enhancement project that is proposed by a BrightView representative and approved by a representative for the client. The chosen project must be performed by BrightView and it is contingent upon the execution and signing of a 3 year landscape maintenance contract with BrightView. This certificate is not redeemable for cash, and it is not redeemable in the event the client cancels their landscape maintenance contract with BrightView.

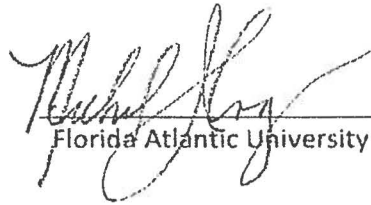
**Florida Atlantic University**  
**Disaster and Emergency Service Providers Addendum**

Disaster and emergency services shall be considered as any professional and/or technical services in the preparedness, response, recovery and mitigation phases of any natural manmade disaster or emergency situation as required by the University.

Florida Atlantic University requires its disaster and emergency service providers to be thoroughly familiar with FEMA and State of Florida Public Assistance Program requirements, operate as appropriate, and must work in unison with University Officials and any Disaster Management Consultant(s) employed by the University. This is to ensure that should public assistance become available, the University will be considered an eligible applicant.

Any service provider currently contracted under the Florida State Universities Disaster Recovery Operations bid, <https://purchasing.ucf.edu/wp-content/uploads/sites/3/2016/05/SUS-Disaster-Recovery-Solicitation.pdf> is already considered to be operating within these requirements. Any service provider not currently contracted under the above-mentioned bid must agree to adhere to the scope(s) of work as outlined in the the Florida State Universities Disaster Recovery Operations bid before performing any work. Specifically this addendum includes paragraph 2.17. Definitions, Appendix V, Appendix VI, Appendix VII, Appendix VIII, and Appendix IX, as appropriate.

  
\_\_\_\_\_  
Disaster and Emergency Service Provider

  
\_\_\_\_\_  
Florida Atlantic University

**EXHIBIT B**

(Complete and return with proposal)

**TERMS & CONDITIONS**

*As a condition of award for this solicitation, each vendor is required to complete, sign, and return with their proposal. The terms and conditions set forth herein will be incorporated into any final award.*

- A. In the event University owes payment to the Vendor, the University shall initiate payment via Automated Clearing House (ACH) direct deposit batch processing within forty (40) days after receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, as provided in accordance with the terms and conditions of the applicable purchase order/agreement. Failure to initiate or mail the payment within 40 days may subject the University to accrue interest at a rate established pursuant to §55.03(1), Florida Statutes from the expiration of such 40 day period. Invoices shall cite the Contract and shall be submitted in detail sufficient for a proper preaudit and postaudit. Each bill or invoice must clearly identify the services, portion of services, and expenses for which compensation is sought. Payment will be tendered only for services or the portion of services completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission. The University has established a "Vendor Ombudsman" for vendors who may be experiencing problems in obtaining timely payment(s). The University's ombudsman may be contacted at (561) 297-3693. Invoices which have been returned because of vendor preparation errors will result in delay in payment. The invoice payment requirements do not commence until a properly completed invoice is provided to the University.
- B. The performance of the University of any of its obligations under the Contract shall be subject to and contingent upon the availability of funds appropriated by the state legislature or the prime funding agency, or otherwise lawfully expendable for the purpose of the Contract for the current and future periods. The University shall give notice to Vendor of the non-availability of such funds when University has knowledge. Upon receipt of such notice by Vendor, Vendor shall be entitled to payment only for those services performed prior to the date notice is received.
- C. Each party assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and its own officers, employees and other agents. Vendor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with Vendor or otherwise acting or engaged to act at the instance of Vendor in furtherance Vendor's obligations under the Contract.
- D. The Vendor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with the Contract. Refusal by the Vendor to allow such public access shall be grounds for cancellation of the Contract by the University. If the Contract is for services and the Vendor is acting on behalf of the University, the Vendor further agrees to: (i) keep and maintain public records that ordinarily and necessarily would be required by the University in order to perform the service, (ii) provide the public with access to public records on the same terms and conditions that the University would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (iv) meet all requirements for retaining public records and transfer, at no cost, to the University all public records in possession of the Vendor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the University in a format that is compatible with the information technology systems of the University.
- E. This Contract shall be subject to cancellation by University upon 30 days written notice to Vendor. A termination penalty may not be charged to the University. The University shall be liable only for payment for service rendered prior to the effective date of termination.
- F. The validity, construction and effect of the Contract shall be governed by the laws of the State of Florida. The University, as a public entity of the State of Florida, is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation. The parties acknowledge that the State of Florida does not permit vendors to retain security interests in state property or liens on state lands. If the Contract includes reimbursement for travel expenses, such reimbursement must comply with Sections 112.061, Florida Statutes and will be processed in accordance with University travel policies.

- G. In accordance with Section 112.3185, Florida Statutes, the Vendor certifies that to the best of its knowledge and belief no individual employed by it or subcontracted by it has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Vendor shall be grounds for cancellation of the Contract by the University.
- H. Vendor agrees to indemnify and hold free and harmless, and defend the State of Florida, the Board of Trustees, Florida Atlantic University and their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, including attorneys fees, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities and promotions of every kind and nature of Vendor or its officers, employees, agents and contractors, in connection with the Contract, specifically including claims for infringement or misappropriation of a copyright, patent, trade secret or other third party proprietary right. Any limitations of liability of Vendor set forth in the Contract shall not apply to: (a) claims for infringement or misappropriation of a copyright, patent, trade secret or other third party proprietary right or (b) claims for personal injury or damages to real or personal property caused by Vendor's negligence or willful misconduct.
- I. The Vendor is an independent contractor pursuant to Florida law. It is understood and agreed that nothing contained is intended, or should be construed, as creating or establishing the relationship of partners between the parties, or as constituting Vendor as the agent or representative of University for any purpose in any manner whatsoever. Vendor is not authorized to bind University to any contracts or other obligations. Use of the University's name, logo or any other symbolic or written reference and/or presentation, including without limitation any public display or advertising, requires advance written approval by the University.
- J. In the event of inconsistency between the Contract and the provisions of this Addendum, the provisions of this Addendum will govern. This Addendum and the Contract embody the entire agreement of the parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between University and Vendor other than are set forth. Any renewals, amendments, alterations or modifications to the Contract must be signed or initialed and approved by all signatories of the Contract. The term of the Contract shall not auto-renew unless such auto-renewal is expressly agreed upon in writing by the University. All non-solicitation, non-compete, and/or exclusivity provisions shall be ineffective unless expressly agreed upon in writing by the University.
- K. Vendor agrees to abide by all applicable federal, state and local laws, ordinances and regulations and all University regulations and policies, specifically including without limitation the University's sexual harassment regulations and policies and those pertaining to the privacy of student records. The University shall consider the employment by any vendor of unauthorized aliens a violation of section 274(a) of the Immigration and Naturalization Act.
- L. Each term and condition of the Contract is material and any breach or default by Vendor shall be a material breach of the entire Contract for which University shall have the right to terminate the Contract upon notice to Vendor and without termination penalty. Vendor may not, without the advance written approval of University, assign any right or duties under the Contract, or transfer, pledge, surrender or otherwise encumber its interest in any portion of the Contract.
- M. No default, delay or failure to perform shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.
- N. In the event the Vendor is providing any on-site service that requires local permitting, the University shall be the permitting authority. The Vendor agrees to comply with all applicable project guidelines, policies and protocols, including without limitation the University's Facilities Project Manual and the standards and cost containment guidelines set forth therein.
- O. All notices required to be given under the Contract shall be sent by certified mail to: Florida Atlantic University, Attn: Purchasing, ADM 121, 777 Glades Road, Boca Raton, FL 33431-0991.



By signature of the person signing below, such person represents that he or she is authorized to sign on behalf of the Vendor and does bind the Vendor to these terms and conditions except as specifically noted below.

ValleyCrest Landscape Maintenance, Inc

  
\_\_\_\_\_

Company Name  
5670 Frost Lane

Signature  
Ken Catalano

Address  
Delray Beach, FL 33484

Printed Name  
Branch Manager

City, State, Zip

Title  
2/23/16

Date

All objections or variations to the terms, conditions and provisions in this solicitation must be clearly stated and disclosed fully with the initial proposal. Proposals containing any objections, alterations of form, conditions, limitations, or other irregularities of any kind may be rejected without notice by the University at its discretion and render the offer ineligible for award at the University's sole discretion.

The Vendor may propose separate, secondary provisions, or supplements to the terms and conditions stated herein as a condition of award. Copies of these alternates must be provided with the initial proposal. Offerors should carefully review any additional terms, conditions, qualifications, alterations, or limitations proposed that are contrary to the terms and conditions specified in this solicitation. The modification or removal of terms and conditions may not be possible as they have been prescribed in accordance with Florida Law. Additionally, in no case may the University sign a provision requiring the University to indemnify or hold harmless any vendor or their agents except as specifically authorized by Florida Law.

The following exceptions, qualifications, objections, alterations of form, conditions, and limitations are fully disclosed below and no additional issues exist. (Use additional pages if required.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FORM FOR CONSTRUCTION CONTRACTED SERVICES**

**THIS AGREEMENT**, entered into this 12th day of December 2017, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "**School Board**", and BrightView Landscape Services, Inc. (Legal Name of Contracting Party/Organization) hereinafter referred to as the "**CONTRACTOR**", is as follows:

**1. SCOPE OF WORK**

Nature of Contracted Services: Landscape Services: Mowing, Trimming, Weed control, Enhancements

Anticipated Outcome of Contracted Services: \_\_\_\_\_  
\_\_\_\_\_

Location of Contracted Service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date(s)/Hours of Service: \_\_\_\_\_

**2. TERM OF AGREEMENT -**

The **Contractor** shall commence performance of the Agreement on the 16 day of December 2017, and shall complete performance to the satisfaction of the Superintendent no later than the 28 day of February 2018. The **School Board** reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the **Contractor**.

**3. COMPENSATION**

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount not to exceed \$ 82,280.00 which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

**4. PAYMENT SCHEDULE**

Payment will be generated by the **School Board's** Accounts Payable Department within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

Lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services and District-

approved invoice

Partial payments after District-approved invoice(s).

See payment schedule hereto attached and incorporated into this Agreement.

Payment of District-approved invoice(s).

### 5. REGULATIONS & ORDINANCES

The **Contractor** shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

### 6. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

### 7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

**Contractor** shall, in addition to any other obligation to indemnify the **School Board** of Indian River County, Florida, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the **Contractor**, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by **Contractor** in the performance of the work; or liens, claims or actions made by the **Contractor** or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the **Contractor** or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

### 8. DUTY TO DEFEND

The **Contractor** agrees, at its own expense, and upon written request by the **Board**, to defend any suit, action or demand brought against the **School Board** on any claim or demand arising out of, resulting from or incidental to **Contractor's** performance under this Agreement.

### 9. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The **School Board** of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract. The **School Board** of Indian River County shall only be required to pay to the **Contractor** that amount of the contract actually performed to the effective date of termination.

## 10. EQUAL EMPLOYMENT OPPORTUNITY

**Contractors** awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with 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).

## 11. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. **Contractor** understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The **Contractor** shall keep records to show its compliance with program requirements. **Contractors** and subcontractors must make available, upon request of the **School Board**, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the **Contractor** which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **Contractor** shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. **Contractor** shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the **Contractor** must be transferred to **School Board** at no cost. If records are stored electronically, the records must be provided in a compatible format to **School Board's** operating system.

## 12. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The **School Board** of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. **Contractor** shall defend, indemnify and hold the **School Board** and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with any of the foregoing. **Contractor** will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the **School Board**. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

## 13. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board** Policies as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration for services, **Contractor** and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and **School Board** Policies prior to providing services to The **School Board** of Indian River County.

Additionally, **Contractor** agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with

students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and **School Board** Policies.

A non-instructional **Contractor** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

**Contractor** agrees to provide the **School Board** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **Contractor** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. **Contractor** further agrees to notify the **School Board** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **Contractor** to notify the **School Board** of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

#### 14. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per **School Board** Rule 1113, it is the policy that no District officer or employee, including but not limited to, **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the **Board** that no District officer or employee, including but not limited to **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the **Board** that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

#### 15. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following **School Board** Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant

Agreements; and 6460 Vendor Relations, and agree to comply with all applicable **School Board** contracting and procurement policies and procedures.

#### 16. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to **Contractor**, be assigned without the prior written agreement of The **School Board** of Indian River County, Florida. If **Contractor** attempts to make such an assignment, such attempt shall constitute a condition of default.

#### 17. DEBARMENT

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, 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 the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

**Contractor** agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs 19(a) – (e) above, with respect to **Contractor** or its principals.

#### 18. DAVIS-BACON ACT LABOR STANDARDS

The **Contractor** shall comply with all applicable provisions of 40 U.S.C. §276a to 276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

#### 19. CONDUCT WHILE ON SCHOOL PROPERTY

The **Contractor** acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** Policies and subject to the administrator of designee. It will be considered a breach of this Agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

#### 20. NO WAIVER

Nothing herein is intended to serve as a waiver of sovereign immunity by the **School Board**.

### **21. 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, or national or ethnic origin.

### **22. NO TAXES**

The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

### **23. WRITTEN NOTICE DELIVERY**

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.



**Contractor/Vendor Address.** The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

**Contractor/Vendor**                    BrightView Landscape Services, Inc.  
**Contact's Name/Title**            **Attn: Jason Synowski/ Branch Manager**  
**Address:**                                6350 9<sup>th</sup> Street  
    Vero Beach FL 32968\_\_\_\_\_

**School Board's Address.** The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

**School Board of Indian River County**  
**Attn: Superintendent, Mark J. Rendell, Ed.D**  
**6500 57<sup>th</sup> Street**  
**Vero Beach, Florida 32967**

**With a copy to:**

Department                                \_\_\_\_\_  
 Department Director                    \_\_\_\_\_  
 Address:                                        \_\_\_\_\_  
    \_\_\_\_\_

**And a copy to:**

Department                                Purchasing  
 Department Director                    **Attn: \_\_\_\_\_**  
 Address:                                        6055 62<sup>nd</sup> Avenue  
    Vero Beach, FL 32967

**24. INSURANCE REQUIREMENTS**

**Contractor** shall provide evidence of insurance as may be required by the **School Board's** Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverage. Upon request, "The **School Board** of Indian River County, Florida, its officers, directors and employees" shall be named as additional insured. Prior to effective date of the Agreement, **Contractor** shall be responsible for providing the **School Board** with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the **Contractor** shall also comply with insurance requirements set forth therein. **Contractor** shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the **School Board**, shall constitute a material default under the Agreement.



Contract Number

(For Procurement Use Only)


**VENDOR/CONTRACTOR**

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

\_\_\_\_\_  
BrightView Landscape Services, Inc.,  
Company Name

\_\_\_\_\_  
The School Board of Indian River County, Florida

*Luke Davis*



\_\_\_\_\_  
Signature of Chairman, School Board of Indian River County, FL

Signature of Vendor/Contractor

\_\_\_\_\_  
Luke Davis  
Printed Name of Vendor/Contractor

\_\_\_\_\_  
Shawn R. Frost  
Printed Name of Chairman, School Board of Indian River County, FL

\_\_\_\_\_  
December 4, 2017  
Date

\_\_\_\_\_  
12/12/2017  
Date

\_\_\_\_\_  
6350 9<sup>th</sup> Street Vero Beach FL 32968  
Address

\_\_\_\_\_  
6500 57<sup>th</sup> Street  
Address

\_\_\_\_\_  
772-220-3676  
TELEPHONE / FAX NUMBER

\_\_\_\_\_  
Luke.Davis@brightview.com  
CONTACT EMAIL ADDRESS

\_\_\_\_\_  
Vero Beach, FL 32967

FEIN (BUSINESS) \_\_\_\_\_  
95-4194223

SS# (INDIVIDUAL) \_\_\_\_\_



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**Cost Schedule- Indian River Schools  
BrightView Landscape Services  
P.O. December 2017-February 2018**

<b>Month</b>	<b>Budget</b>	<b>Mow/Trim/Weed Control</b>
<b>December</b>	\$16,456.00	<b>1</b>
<b>January</b>	\$32,912.00	<b>2</b>
<b>February</b>	\$32,912.00	<b>2</b>

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### Summary Points for Recommended Board Policy Changes Volume 17, No. 2

<b>Policy #</b>	<b>Policy Title</b>	<b>Summary Points</b>	<b>Owner</b>
1120.01	Recruitment and Retention of a Diverse Employment Staff	<b>NEW</b> - District Requested. To comply with Unitary Status.	Dr. Rendell/Mr. Green
3120	Employment of Instructional Staff	REVISED - District Requested. Added language for conditional appointment of a candidate pending approval by the Board.	Dr. Rendell/Mr. Green
3120.01	Recruitment and Retention of a Diverse Employment Staff	<b>NEW</b> - District Requested. To comply with Unitary Status.	Dr. Rendell/Mr. Green
4120	Employment of Support Staff	REVISED - District Requested. Added language for conditional appointment of a candidate pending approval by the Board.	Dr. Rendell/Mr. Green
4120.01	Recruitment and Retention of a Diverse Employment Staff	<b>NEW</b> - District Requested. To comply with Unitary Status.	Dr. Rendell/Mr. Green
7100	Facilities Planning	REVISED - District Requested. To comply with Unitary Status.	Dr. Rendell/Mr. Teske
1121.01	Criminal Background and Employment History Checks	REVISED. Expands the current limit of automatic exclusion from employment to those individuals who would have direct contact with students to any employee. Adds adjudication of delinquency of a juvenile as specified in statute.	Mr. Green
1129	Conflict of Interest	REVISED - District Requested. Clarifies that employees may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts associated with Federal grants/awards	Mr. Green
3121.01	Criminal Background and Employment History Checks	REVISED. Expands the current limit of automatic exclusion from employment to those individuals who would have direct contact with students to any employee. Adds adjudication of delinquency of a juvenile as specified in statute.	Mr. Green

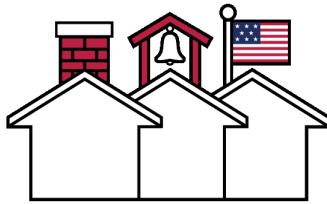
3129	Conflict of Interest	REVISED - District Requested. Clarifies that employees may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts associated with Federal grants/awards	Mr. Green
4121.01	Criminal Background and Employment History Checks	REVISED. Expands the current limit of automatic exclusion from employment to those individuals who would have direct contact with students to any employee. Adds adjudication of delinquency of a juvenile as specified in statute.	Mr. Green
4129	Conflict of Interest	REVISED - District Requested. Clarifies that employees may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts associated with Federal grants/awards	Mr. Green
7540	Technology	REVISED. Policy 7540 has been revised with minor language changes. Removes specific title of Assistant Superintendent for Technology and Assessment. Also adds some clarifying language regarding online assessments and unsupervised use of technology.	Mr. Green
8340	Letters of Reference	REVISED. Policy 8340 has been completely overhauled as a result of the Every Student Succeeds Act. Specifically, the Act prohibits school districts (Board employees, contractors or agents) from assisting employees, contractors or agents from obtaining a new job if s/he knows or has probable cause to believe that such individual engaged in sexual misconduct regarding a minor or student in violation of State or Federal law. We have additionally revised the policy to include certain immunity provisions afforded under F.S. 768.095 and 768.28.	Mr. Green
6325	Procurement - Federal Grants/Funds	REVISED. Policy 6325 has been revised to include provisions regarding the school board's minority outreach efforts that must be undertaken by the school board when handling grants (See, 2 C.F.R. 200.321).	Mr. Morrison
6490	Legal Services for Employees, Officers, and Public Officials	<b>NEW.</b> Policy 6490 is a new policy that clarifies the circumstances within which the school board provides legal services for employees, officers, and board members. Florida law already contains requirements that school boards provide such services in certain circumstances.	Mr. Morrison



6685	Funding for Promotion, Public Relations, and Hospitality	REVISED. Policy 6685 has been revised to clarify that no expenditure of general K-12 fund should be made for purchases that are not directly related to students.	Mr. Morrison
7310	Disposition of Surplus Instructional Property	REVISED. The revision to Policy 7310 is mandated by F.S. 1012.33 (18)(e) which requires school boards to make certain property available to charter schools on the same basis as it is made available to other public schools in the district.	Mr. Morrison
9210	Parent Organizations	<b>DELETE.</b> We have proposed the deletion of Policy 9210 since Parent Organizations are also addressed in Policy 9211. Policy 9211 has been revised to incorporate the deleted provisions from Policy 9210. Moreover, policy 9211 has been revised to address additional regulations regarding booster clubs and other outside support organizations.	Mr. Morrison
9211	Parent Organizations, Booster Clubs, and Other Fund-Raising Activities	REVISED. The deletion of Policy 9210 has been proposed, since Parent Organizations are also addressed in Policy 9211. Policy 9211 has been revised to incorporate the deleted provisions from Policy 9210. Moreover, policy 9211 has been revised to address additional regulations regarding booster clubs and other outside support organizations.	Mr. Morrison

8500	Food Service Program	<p>REVISED: The United States Department of Agriculture (USDA) issued a memorandum last year addressing school district options regarding unpaid meal charges and collection of these delinquent amounts. According to the USDA, unpaid meal charges are considered "delinquent debt" and remain such as long as it is considered collectable and efforts are being made to collect it. The USDA further stated in its memorandum that once collection efforts for delinquent debt are useless or too costly, the debt must be classified as "bad debt." Additionally, while bad debt may be written off as an operating loss, school districts may not use federal funds to restore the loss. Revisions to Policy 8500 address "bad debt" issues in the food service program context as well as meal charges. Finally, we have provided a non-mandatory option in the policy that requires a report to the Department of Children and Families if accumulated charges remain unpaid. This is not intended to serve as a collection tactic but more out of concern for student wellbeing if it appears that a particular student is being deprived of meals.</p>	Mr. Teske
5111.01	Homeless Students	<p><b>REPLACEMENT.</b> Due to amendments to the McKinney-Vento Homeless Assistance Act through the Every Student Succeeds Act (ESSA), school boards are required to significantly modify their policy addressing homeless students and consider adoption of a new policy about children and youth in foster care. Replacement Policy 5111.01 not only addresses the new requirements mandated by ESSA and reorganizes the content of the existing policy. New Policy 5111.03 implements the changes mandated by these federal laws. Adopting a policy is not required by law; however, Districts are required to do everything set forth in the policy.</p>	Mrs. Dampier

5111.03	Children and Youth in Foster Care	<b>NEW.</b> Due to amendments to the McKinney-Vento Homeless Assistance Act through the Every Student Succeeds Act (ESSA), school boards are required to significantly modify their policy addressing homeless students and consider adoption of a new policy about children and youth in foster care. Replacement Policy 5111.01 not only addresses the new requirements mandated by ESSA and reorganizes the content of the existing policy. New Policy 5111.03 implements the changes mandated by these federal laws. Adopting a policy is not required by law; however, Districts are required to do everything set forth in the policy.	Mrs. Dampier
5120	Assignment Within District	<b>REVISED.</b> School districts in Florida are required to allow students to participate in controlled open enrollment no later than the beginning of the 2017-2018 school year. As such, we have created new Policy 5121 to implement the legislative requirements set forth in F.S. 1002.31 by setting forth a policy on controlled open enrollment. Policy 5120 has been revised to remove any provisions that are in conflict with F.S. 1002.31 and new Policy 5121. Policy 5120 has also been revised to update the list of protected classes, allow for waiver of attendance area requirements in limited circumstances, and delete unnecessary policy options.	Mrs. Dampier
5121	Controlled Open Enrollment	<b>NEW.</b> School districts in Florida are required to allow students to participate in controlled open enrollment no later than the beginning of the 2017-2018 school year. As such, we have created new Policy 5121 to implement the legislative requirements set forth in F.S. 1002.31 by setting forth a policy on controlled open enrollment. Policy 5120 has been revised to remove any provisions that are in conflict with F.S. 1002.31 and new Policy 5121. Policy 5120 has also been revised to update the list of protected classes, allow for waiver of attendance area requirements in limited circumstances, and delete unnecessary policy options.	Mrs. Dampier
5517.01	Bullying and Harassment	<b>REVISED.</b> The revision to Policy 5517.01 is to clarify that bullying and harassment is prohibited at District school bus stops and that Districts are required by law to investigate such claims.	Mrs. Dampier



Book	Policy Manual
Section	District Requested with Vol 17 No 2
Title	NEW POLICY - DISTRICT REQUESTED WITH VOL. 17, NO 2: RECRUITMENT AND RETENTION OF A DIVERSE EMPLOYMENT STAFF
Number	1120.01
Status	

### **31120.01: Recruitment and Retention of a Diverse Employment Staff**

The School Board recognizes that all district staff should reflect the broad diversity of backgrounds that characterize Indian River County. Diversity in employment at both the school and district level provides students of all backgrounds and abilities with examples of achievement through education. A diverse workforce represents an extension of a student's home, neighborhood, and community. Furthermore, one means of achieving a diverse workplace is to encourage and recruit applications, for all vacant positions, from individuals of widely diverse backgrounds.

The goal of this policy is to maintain a diverse workforce at all levels of employment within the district through recruitment, hiring, training, promotion, and personnel management practices that are administered in a manner which furthers the principles of equal employment opportunity. This policy neither requires the hiring or promotion of any applicant or employee by reason of race, ethnicity, national origin, gender, disability, age, religion, or marital status; but rather assures all qualified persons of an equal employment opportunity.

#### **RECRUITMENT ACTIVITIES**

The Superintendent shall direct staff to carry out ongoing recruitment activities within the Human Resources Department which should focus on widely disseminating information about vacancies so as to reach a group of potential applicants broadly reflecting geographic, gender, racial, and ethnic diversity. If such activities include recruitment trips or visits by district staff to community and/or educational institutions, such trips should include visits to institutions and locations that, taken as a whole, reflect that broad diversity.

The Superintendent or designee shall:

1. Take appropriate steps to inform all staff who are involved in the employment process of the Board's support for, and commitment to, achieving diverse staffs of well-qualified employees from widely varying backgrounds. This provision applies in particular to school site managers who review applications for instructional staff positions, conduct interviews, and make hiring recommendations.
2. Direct the Department of Human Resources to provide guidance to staff involved in the employment and promotional processes concerning appropriate, educationally sound, and legally valid methods to evaluate applicants that consider a candidate's potential contribution to staff diversity at a particular school, program, or location.
3. Require that an annual written report be prepared containing information and conclusions regarding the Board's staff diversity, including diversity in classified instructional, professional,

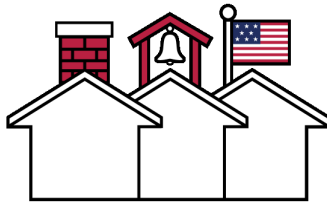
and administrative personnel at the school district level. At a minimum, the written annual report shall contain the following information:

- a. Information concerning the numbers of instructional, professional, administrative, and classified personnel at each school. The information collected shall contain the gender, racial, and ethnic identification of these employees;
  - b. Information on those employees identified as twelve (12) month employees who work in the administrative offices of the district;
  - c. The report may also make recommendations to guide and assist instructional staff who desire to gain the experience and training that will qualify them for promotional and contain:
    - i. Information regarding the recruitment activities of the Human Resources Department as provided for in this policy;
    - ii. A comparison of the diversity of the staff with the previous years, including the diversity in classified instructional, professional, and administrative personnel at the school level;
4. Present the findings of the annual written report to the Board at a public meeting of the Board regarding these matters, along with any recommendations the Superintendent may have.
  5. Provide the findings to ~~Cabinet~~ and any other ~~such~~ individuals as may be necessary with a copy of the annual written report for conducting meetings, as necessary, to address any findings or conclusions contained in the report regarding staff diversity.
  6. Ensure the annual written report to the Board shall be made publicly available to any person or organization via the district's website and through other reasonable means, upon request.
  7. This Recruitment Policy is intended to produce a pool of applicants for vacant positions advertised by the district that is as diverse as possible and it is not intended to require, establish, or support racial or ethnic quotas in the employment process nor does it confer any additional legal rights on any applicant, employee, or prospective applicant than is otherwise prescribed by law.

SPECIFIC AUTHORITY: Section 1001.41, Florida Statutes

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Last Modified by Brenda Davis on November 17, 2017



Book Policy Manual  
 Section Vol 17 No 2 REVISED  
 Title CRIMINAL BACKGROUND AND EMPLOYMENT HISTORY CHECKS  
 Number \*po1121.01BG 11 7 17  
 Status  
 Adopted August 13, 2013

### 1121.01 - **CRIMINAL BACKGROUND AND EMPLOYMENT HISTORY CHECKS**

The safety of its students is of paramount importance to the District. Consistent with this concern for student safety, and in compliance with Florida law, the District requires that, prior to initial employment, or re-employment if there has been a break in service, all candidates for all administrative positions shall be subject to a criminal background check to determine eligibility for employment.

The application for employment shall inform the applicants that they are subject to criminal background and employment history checks.

The cost of the background screening related to initial employment or re-employment after a break in service will be borne by the candidate for employment.

Fingerprints of candidates for employment or re-employment if there has been a break in service shall be submitted to the Florida Department of Law Enforcement (FDLE) for statewide criminal and juvenile records checks and to the Federal Bureau of Investigation (FBI) for Federal criminal records checks. A person who is found ineligible for employment under F.S. 1012.315, or otherwise found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, shall not be employed, engaged to provide services, or serve in any position ~~that requires direct contact with students.~~

The specific categories of convictions and the effect of a conviction upon an application for employment are as follows:

- A. Category One: Felony sexual related crimes, lewd and lascivious crimes, and felony child abuse crimes. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category One offense under any circumstances.
- B. Category Two: Felony crimes of violence and felony sale of controlled substances: The District will not hire an applicant or retain in its employment a person who has been convicted of a Category Two Offense under any circumstances.
- C. Category Three: Other felony crimes (except those designated under Category Five), any other misdemeanor crimes of a sexual nature, and misdemeanor crimes related to children. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category Three Offense under any circumstances.
- D. Category Four: Misdemeanor drug-related charges, misdemeanor crimes of violence, and misdemeanor crimes involving weapons. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category Four offense.
- E. Category Five: Other misdemeanors, and felony crimes involving worthless checks. The District will consider applicants or will consider retaining employees who have had convictions for Category Five offenses on a case by case basis.

#### **Definition of Conviction**

The term "conviction" for the purposes of this Board policy means a conviction by a jury or by a court, and shall also include the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with having committed a felony or misdemeanor, the payment of a fine, a plea of nolo contendere (no contest), the imposition of a deferred or suspended sentence by the court, adjudication withheld, including an adjudication of delinquency of a juvenile as specified in F.S. 913.04(5), finding of

guilt, or the date of entry into a pre-trial intervention, pre-trial diversion, or similar program; provided that such pretrial intervention or pretrial diversion program is completed by the end of the relevant waiting period.

## Appeal

An applicant whose employment application has been rejected or a current employee who becomes ineligible for employment due to conviction for a disqualifying criminal offense may appeal ~~to the Criminal Appeal Committee. The Criminal Appeal Committee shall be made up of the Board Attorney, an administrator designated by the Superintendent, and the Assistant Superintendent for Human Resources. Appeals will be considered~~ only on the basis of mistaken identity. An appellant shall have the burden of setting forth competent, substantial evidence of such mistaken identity. ~~The decision of the Committee is final.~~ The Superintendent shall establish procedures governing the appeal process.

Individuals whose fingerprints have not been retained by the FDLE must be re-fingerprinted and re-screened upon re-employment or re-engagement to provide services as an administrative staff member in order to comply with the law.

Furthermore, before employing an administrator in any position that requires direct contact with students, the Superintendent shall conduct employment history checks of each of the candidate's previous employer(s), screen the candidate through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the Superintendent shall document efforts to contact the employer (F.S. 1012.27(6)).

Pursuant to State law, all administrators employed by the District must self-report arrests for serious offenses (see AP 1121.01).

Additionally, the fingerprints of all administrators who are employed by the District and have no break in service must be re-submitted to the FDLE and to the FBI every five (5) years so that subsequent statewide criminal and juvenile records checks and Federal criminal records checks can be completed as required by law.

The cost of this subsequent background screening will be borne by the Board.

The information contained in reports received from the FDLE and the FBI is confidential.

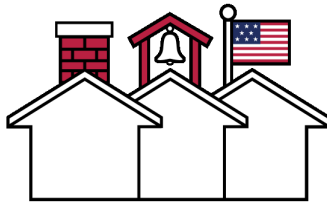
Although permissible by State law, the District will not share information received as the result of the criminal background check with other school districts.

Furthermore, if information received as a result of the criminal history records check indicates that a certificated administrator has been convicted of certain crimes enumerated by law, the Superintendent must report this information to the Florida Department of Education per Policy 8141 - Mandatory Reporting of Misconduct by Certificated Employees.

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Legal F.S. 435.09, 943.0585(4)(a), 943.059(4)(a), 1012.32, 1012.56

Last Modified by Frankie St James on November 14, 2017



Book	Policy Manual
Section	District Requested with Vol 17 No 2
Title	CONFLICT OF INTEREST
Number	*po1129 11/14/17 bg
Status	
Adopted	August 13, 2013
Last Revised	November 22, 2016

### 1129 - **CONFLICT OF INTEREST**

The proper performance of school business is dependent upon high standards of honesty, integrity, impartiality, and professional conduct by School Board employees. Further, such characteristics are essential to the Board's commitment to earn and keep the public's confidence. For these reasons, the Board adopts the following procedures to assure that conflicts of interest do not occur. These procedures are not intended to be all inclusive, nor to substitute for good judgment on the part of the all District Board members, employees, officers, and agents.

- A. No employee, officer, or agent shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts with the employee's job duties and responsibilities in the school system.
- B. No employee, officer, or agent shall engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students, or clients in the course of their employment with the District.

Included, by way of illustration rather than limitation, are the following:

1. the provision of any private lessons or services for a fee;
2. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through access to District records;
3. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration;
4. the requirement of students or clients to purchase any private goods or services provided by an employee or any business, or professional practitioner with whom any employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations.

- C. No employee, officer, or agent shall make use of materials, equipment, or facilities of the District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

Exceptions to any provision in parts A through C of this policy shall be approved in advance by the Superintendent and shall be consistent with State law.

Employees, officers, or agents may not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Employees may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts supported by a Federal grant/award.



To the extent that the District has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the School District may not conduct a procurement action involving the parent, affiliate, or subsidiary organization if the School District is unable, or appears to be unable, to be impartial.

Employees, officers and agents must disclose any potential conflict of interest which may lead to a violation of this policy to the School District. Upon discovery of any potential conflict of interest, the School District will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

The District will also disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

Employees, officers, and agents found to be in violation of this conflict of interest policy will be subject to disciplinary action up to and including termination, pursuant to Board Policy 1139.01, Staff Discipline and/or State law.

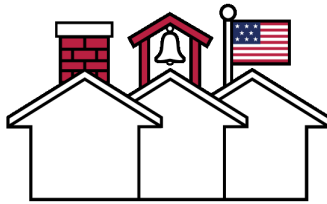
Revised 4/12/16

Revised 11/22/16

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Legal                    F.S. 112.312, 112.313, 1006.32  
                                  2 C.F.R. 200.112, 200.113, 200.318

Last Modified by Brenda Davis on November 16, 2017



Book Policy Manual  
 Section District Requested with Vol 17 No 2  
 Title EMPLOYMENT OF INSTRUCTIONAL STAFF  
 Number \*po3120 bd 11 08 17  
 Status  
 Adopted August 13, 2013

### 3120 - EMPLOYMENT OF INSTRUCTIONAL STAFF

The School Board recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with highly qualified and competent personnel. Any person employed in an instructional position requiring certification shall possess a valid certificate issued pursuant to Florida law and shall file the certificate with the District.

For purposes of this policy, instructional staff includes: classroom teachers, librarians/media specialists, guidance counselors, social workers, career specialists, and resource specialists.

The Superintendent shall also conduct employment history checks of all candidates for instructional staff positions. The employment history check shall include, but not be limited to, contacting any previous employer and screening the candidate through the use of the screening tools described in State law. If contact with (a) previous employer(s) cannot be made, the Superintendent shall document the efforts made to do so.

Any instructional staff member's misstatement of fact material to qualification for employment or the determination of salary shall be considered to constitute grounds for dismissal.

A candidate shall be disqualified from employment in any position that requires direct contact with students if the candidate is ineligible for such employment under F.S. 1012.315.

~~The Board shall approve employment, upon recommendation of the Superintendent.~~

A candidate for appointment may be employed by the superintendent on a conditional basis pending approval by the Board, provided that a complete application and all required employment documents are on file in the Human Resources Department. Employment shall be recommended to the Board no later than one month following such conditional employment. If the conditional employee is not approved by the Board, employment will be terminated immediately. The individual will be paid for the time worked at the regular salary rate for the position.

Upon Board approval of employment, each instructional staff member shall execute a written contract as required by State law and Policy 3128 - Contracts: Instructional Personnel

### INSTRUCTIONAL PERSONNEL

Qualifications of instructional personnel shall be as required by law and Florida Administrative Code. To be eligible for appointment in any position in the District, a person must be of good moral character; must have attained the age of 18 years; and must, when required by law, hold a certificate or license issued under rules of the state Board of Education or the Department of Children and Family Services, except when employed pursuant to F.S. 1012.55 or under the emergency provisions of F.S. 1012.24. Previous residence in this State shall not be required in any school of the state as a prerequisite for any person holding a valid Florida certificate or license to serve in an instructional capacity.

### CERTIFICATION

#### A. State Certification

Teachers who teach in classes for which FEFP funds are earned shall be certified teachers as defined in F.S. 1012.56 and the Florida State Board of Education Administrative Rule, F.A.C. 6A-1.0503 and 6A-1.0502.

Teachers who have a minor in a subject area assignment, or who have passed the subject area exam for the subject area assignment or who have demonstrated sufficient subject area expertise in the subject area assignment, may be placed in the field. The procedures for using this provision are found in the *Guidelines For Determining Sufficient Subject Area Expertise if Designating A Teacher In-Field*.

Teachers may meet foreign language certification requirements and demonstrate mastery of subject area knowledge by achieving passing scores on subject area examinations required by State Board rule, or by completion of a bachelor's degree or higher and verification of the attainment of an oral proficiency interview score above the intermediate level and a written proficiency score above the intermediate level on a test administered by the American Council on the Teaching of Foreign Languages for which there is no Florida developed examination. F.S. 1021.42

## **B. District Certification**

It is the intent of the Board that nondegreed vocational instructional personnel possess the credentials, knowledge, and/or expertise necessary to provide quality education in the School District. The purpose of District certification is to provide evidence of instructional qualifications in order to protect the interest of students, parents, and the public. The requirements for District certification may be found in the Board Nondegreed Vocational Employment and Certification Procedures.

The Board may revoke a District certificate for cause. The application fee for the District Vocational Certificate shall be the same as a State issued Educator's Certificate.

## **NONCERTIFICATED INSTRUCTIONAL PERSONNEL**

The Superintendent is hereby authorized to select and recommend noncertificated instructional personnel for appointment, pursuant to State Board of Education Rule F.A.C. 6A-1.0502, in a critical teacher shortage area, as identified by the Board. To be eligible for employment under this provision, such individuals must hold a Bachelor's or higher degree and possess expert skill in or knowledge of a particular subject or talent, but not hold a Florida teaching certificate. Instructional personnel employed under this policy will not be entitled to receive a contract and shall be governed by the criteria found in the Board Noncertificated Instructional Personnel Procedures.

## **CERTIFICATED PERSONNEL**

Any person employed in a position requiring certification shall possess a valid certificate issued pursuant to Florida law or issued by the Board and shall file said certificate with the Superintendent.

## **LICENSED PERSONNEL**

Speech pathologists, occupational therapists, physical therapists, and audiologists will receive contracts, salary, and benefits. To be eligible for employment these individuals must hold a license to practice in the State of Florida.

## **ADDITIONAL REQUIREMENTS FOR CORE AREA TEACHERS**

All core area teachers employed by the District shall be "highly qualified". Core area teachers are defined in State and Federal law to include English, reading or language arts, mathematics, science, foreign languages, civic and government, economics, arts, history, and geography. This also includes Exceptional Student Education teachers who teach core area subjects.

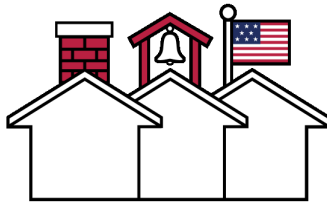
Pursuant to Federal law, the specific requirements to attain "highly qualified" status are established by the Florida Department of Education.

The District must have a plan and show annual progress towards meeting these teacher qualification requirements.

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Legal                    F.S. 1012.01, 1012.22, 1012.24, 1012.27, 1012.32, 1012.315, 1012.33, 1021.42  
                               F.S. 1012.55, 1012.56  
                               F.A.C. 6A-1.0502, 6A-1.0503  
                               20 U.S.C. 6301  
                               20 U.S.C. 7801





Book	Policy Manual
Section	District Requested with Vol 17 No 2
Title	NEW POLICY - DISTRICT REQUESTED WITH VOL. 17, NO 2: RECRUITMENT AND RETENTION OF A DIVERSE EMPLOYMENT STAFF
Number	*3120.01 bd 11 08 17
Status	

### **3120.01: Recruitment and Retention of a Diverse Employment Staff**

The School Board recognizes that all district staff should reflect the broad diversity of backgrounds that characterize Indian River County. Diversity in employment at both the school and district level provides students of all backgrounds and abilities with examples of achievement through education. A diverse workforce represents an extension of a student's home, neighborhood, and community. Furthermore, one means of achieving a diverse workplace is to encourage and recruit applications, for all vacant positions, from individuals of widely diverse backgrounds.

The goal of this policy is to maintain a diverse workforce at all levels of employment within the district through recruitment, hiring, training, promotion, and personnel management practices that are administered in a manner which furthers the principles of equal employment opportunity. This policy neither requires the hiring or promotion of any applicant or employee by reason of race, ethnicity, national origin, gender, disability, age, religion, or marital status; but rather assures all qualified persons of an equal employment opportunity.

#### **RECRUITMENT ACTIVITIES**

The Superintendent shall direct staff to carry out ongoing recruitment activities within the Human Resources Department which should focus on widely disseminating information about vacancies so as to reach a group of potential applicants broadly reflecting geographic, gender, racial, and ethnic diversity. If such activities include recruitment trips or visits by district staff to community and/or educational institutions, such trips should include visits to institutions and locations that, taken as a whole, reflect that broad diversity.

The Superintendent or designee shall:

1. Take appropriate steps to inform all staff who are involved in the employment process of the Board's support for, and commitment to, achieving diverse staffs of well-qualified employees from widely varying backgrounds. This provision applies in particular to school site managers who review applications for instructional staff positions, conduct interviews, and make hiring recommendations.
2. Direct the Department of Human Resources to provide guidance to staff involved in the employment and promotional processes concerning appropriate, educationally sound, and legally valid methods to evaluate applicants that consider a candidate's potential contribution to staff diversity at a particular school, program, or location.
3. Require that an annual written report be prepared containing information and conclusions regarding the Board's staff diversity, including diversity in classified instructional, professional,

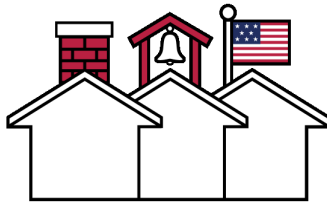
and administrative personnel at the school district level. At a minimum, the written annual report shall contain the following information:

- a. Information concerning the numbers of instructional, professional, administrative, and classified personnel at each school. The information collected shall contain the gender, racial, and ethnic identification of these employees;
  - b. Information on those employees identified as twelve (12) month employees who work in the administrative offices of the district;
  - c. The report may also make recommendations to guide and assist instructional staff who desire to gain the experience and training that will qualify them for promotional and contain:
    - i. Information regarding the recruitment activities of the Human Resources Department as provided for in this policy;
    - ii. A comparison of the diversity of the staff with the previous years, including the diversity in classified instructional, professional, and administrative personnel at the school level;
4. Present the findings of the annual written report to the Board at a public meeting of the Board regarding these matters, along with any recommendations the Superintendent may have.
  5. Provide the findings to ~~Cabinet~~ and any other ~~such~~ individuals as may be necessary with a copy of the annual written report for conducting meetings, as necessary, to address any findings or conclusions contained in the report regarding staff diversity.
  6. Ensure the annual written report to the Board shall be made publicly available to any person or organization via the district's website and through other reasonable means, upon request.
  7. This Recruitment Policy is intended to produce a pool of applicants for vacant positions advertised by the district that is as diverse as possible and it is not intended to require, establish, or support racial or ethnic quotas in the employment process nor does it confer any additional legal rights on any applicant, employee, or prospective applicant than is otherwise prescribed by law.

SPECIFIC AUTHORITY: Section 1001.41, Florida Statutes

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Last Modified by Frankie St James on November 14, 2017



Book Policy Manual  
 Section Vol 17 No 2 REVISED  
 Title Copy of CRIMINAL BACKGROUND AND EMPLOYMENT HISTORY CHECKS  
 Number \*po3121.01BG 11 7 17  
 Status

**Unless a specific policy has been amended and the date the policy was revised is noted at the bottom of that policy, the bylaws and policies of The School Board of Indian River County were adopted on August 13, 2013.**

#### 3121.01 - CRIMINAL BACKGROUND AND EMPLOYMENT HISTORY CHECKS

The safety of its students is of paramount importance to the District. Consistent with this concern for student safety, and in compliance with Florida law, the District requires that, prior to initial employment or re-employment if there has been a break in service, all candidates for all positions shall be subject to a criminal background check to determine eligibility for employment.

The application for employment shall inform the applicants that they are subject to criminal background and employment history checks.

The cost of the background screening related to initial employment or re-employment after a break in service will be borne by the candidate for employment.

Fingerprints of candidates for employment or re-employment if there has been a break in service shall be submitted to the Florida Department of Law Enforcement (FDLE) for Statewide criminal and juvenile records checks and to the Federal Bureau of Investigation (FBI) for Federal criminal records checks. A person who is found ineligible for employment under F.S. 1012.315, or otherwise found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, shall not be employed, engaged to provide services, or serve in any position ~~that requires direct contact with students.~~

The specific categories of convictions and the effect of a conviction upon an application for employment are as follows:

- A. Category One: Felony sexual related crimes, lewd and lascivious crimes, and felony child abuse crimes. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category One offense under any circumstances.
- B. Category Two: Felony crimes of violence and felony sale of controlled substances: The District will not hire an applicant or retain in its employment a person who has been convicted of a Category Two Offense under any circumstances.
- C. Category Three: Other felony crimes (except those designated under Category Five), any other misdemeanor crimes of a sexual nature, and misdemeanor crimes related to children. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category Three Offense under any circumstances.
- D. Category Four: Misdemeanor drug-related charges, misdemeanor crimes of violence, and misdemeanor crimes involving weapons. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category Four offense.
- E. Category Five: Other misdemeanors, and felony crimes involving worthless checks. The District will consider applicants or will consider retaining employees who have had convictions for Category Five offenses on a case by case basis.

## Definition of Conviction

The term "conviction" for the purposes of this Board policy means a conviction by a jury or by a court, and shall also include the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with having committed a felony or misdemeanor, the payment of a fine, a plea of nolo contendere (no contest), the imposition of a deferred or suspended sentence by the court, adjudication withheld, including an adjudication of delinquency of a juvenile as specified in F.S. 943.0435, finding of guilt, or the date of entry into a pre-trial intervention, pre-trial diversion, or similar program; provided that such pretrial intervention or pretrial diversion program is completed by the end of the relevant waiting period.

## Appeal

An applicant whose employment application has been rejected or a current employee who becomes ineligible for employment due to conviction for a disqualifying criminal offense may appeal ~~to the Criminal Appeal Committee. The Criminal Appeal Committee shall be made up of the Board Attorney, an administrator designated by the Superintendent, and the Assistant Superintendent for Human Resources. Appeals will be considered~~ only on the basis of mistaken identity. An appellant shall have the burden of setting forth competent, substantial evidence of such mistaken identity. ~~The decision of the Committee is final.~~ The Superintendent shall establish procedures governing the appeal process. Individuals whose fingerprints have not been retained by the FDLE must be re-fingerprinted and re-screened upon re-employment or re-engagement to provide services as an instructional staff member in order to comply with the law. Furthermore, before employing instructional personnel in any position that requires direct contact with students, the Superintendent shall conduct employment history checks of each of the candidate's previous employer(s), screen the candidate through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the Superintendent shall document efforts to contact the employer (F.S. 1012.27(6)).

Pursuant to State law, all instructional staff members employed by the District must self-report arrests for serious offenses (see AP 3121.01).

Additionally, the fingerprints of all instructional staff members who are employed by the District and have no break in service must be re-submitted to the FDLE and to the FBI every five (5) years so that subsequent Statewide criminal and juvenile records checks and Federal criminal records checks can be completed as required by law.

The cost of this subsequent background screening will be borne by the Board.

The information contained in reports received from the FDLE and the FBI is confidential.

Although permissible by State law, the District will not share information received as the result of the criminal history background check with other school districts.

Furthermore, if information received as a result of the criminal history records check indicates that a certificated instructional staff member has been convicted of certain crimes enumerated by law, the Superintendent must report this information to the Florida Department of Education per Policy 8141 - Mandatory Reporting of Misconduct by Certificated Employees.

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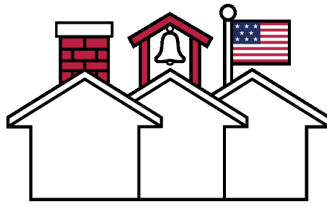
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F.S. 435.09, 943.0585(4)(a), 943.059(4)(a), 1001.10(5), 1012.27(6), 1012.315

F.S. 1012.32, 1012.56

Last Modified by Bruce Green on November 14, 2017





Book	Policy Manual
Section	District Requested with Vol 17 No 2
Title	CONFLICT OF INTEREST
Number	*po3129 BD 11 16 17
Status	
Adopted	August 13, 2013
Last Revised	November 22, 2016

### 3129 - **CONFLICT OF INTEREST**

The proper performance of school business is dependent upon high standards of honesty, integrity, impartiality, and professional conduct by School Board employees. Further, such characteristics are essential to the Board's commitment to earn and keep the public's confidence. For these reasons, the Board adopts the following procedures to assure that conflicts of interest do not occur. These procedures are not intended to be all inclusive, nor to substitute for good judgment on the part of all District Board members, employees, officers, and agents.

- A. No employee, officer, or agent shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts with the employee's job duties and responsibilities in the school system.
- B. No employee, officer, or agent shall engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students, or clients in the course of their employment with the District.

Included, by way of illustration rather than limitation, are the following:

1. the provision of any private lessons or services for a fee;
2. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through access to District records;
3. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration;
4. the requirement of students or clients to purchase any private goods or services provided by an employee or any business, or professional practitioner with whom any employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations.

- C. No employee, officer, or agent shall make use of materials, equipment, or facilities of the District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

Exceptions to any provision in parts A through C of this policy shall be approved in advance by the Superintendent and shall be consistent with State law.

Employees, officers, or agents may not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Employees may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts supported by a Federal grant/award.

To the extent that the District has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the School District may not conduct a procurement action involving the parent, affiliate, or subsidiary organization if the School District is unable, or appears to be unable, to be impartial.

Employees, officers and agents must disclose any potential conflict of interest which may lead to a violation of this policy to the School District. Upon discovery of any potential conflict of interest, the School District will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

The District will also disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

Employees, officers, and agents found to be in violation of this conflict of interest policy will be subject to disciplinary action up to and including termination, pursuant to Board Policy 3139.01, Staff Discipline and/or State law.

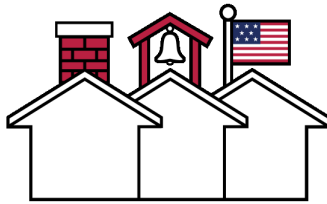
Revised 4/12/16

Revised 11/22/16

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Legal                    F.S. 112.312, 112.313, 1006.32  
                                  2 C.F.R. 200.112, 200.113, 200.318

Last Modified by Brenda Davis on November 16, 2017



Book	Policy Manual
Section	District Requested with Vol 17 No 2
Title	EMPLOYMENT OF SUPPORT STAFF
Number	*po4120 BD 11 07 17
Status	
Adopted	August 13, 2013

#### 4120 - **EMPLOYMENT OF SUPPORT STAFF**

Support employees include all those employees who work in noninstructional roles and serve at the pleasure of the School Board subject to dismissal, transfer, promotion, or resignation and the provisions of the collective bargaining agreement.

A regular employee is a person employed in the same position on a daily schedule after having completed a ninety (90) calendar day probationary period. Extensions to this period may be granted by mutual written consent of the employee and the immediate supervisor.

Support positions are those listed in the applicable bargaining unit agreement as well as some nonbargaining positions.

The Superintendent shall also conduct employment history checks of all candidates for support staff positions. The employment history check shall include, but not be limited to, contacting any previous employer. If contact with (a) previous employer(s) cannot be made, the Superintendent shall document the efforts made to do so.

A candidate shall be disqualified from employment in any position that requires direct contact with students if the candidate is ineligible for such employment under F.S. 1012.315.

~~The Board shall approve employment, upon recommendation of the Superintendent.~~

A candidate for appointment may be employed by the superintendent on a conditional basis pending approval by the Board, provided that a complete application and all required employment documents are on file in the Human Resources Department. Employment shall be recommended to the Board no later than one month following such conditional employment. If the conditional employee is not approved by the Board, employment will be terminated immediately. The individual will be paid for the time worked at the regular salary rate for the position.

Any support staff member's misstatement of fact material to qualifications for employment or the determination of salary shall be considered to constitute grounds for dismissal.

All support personnel shall become familiar with the policies of the Board and other such policies, regulations, memoranda, bulletins, and handbooks that pertain to their duties in the District. Any support staff member employed by the Board who shall be guilty of any willful violation of the policies of the Board shall be guilty of gross insubordination and shall be subject to dismissal or such other lesser penalty as the Board may prescribe.

#### **REQUIREMENTS FOR INSTRUCTIONAL PARAPROFESSIONALS**

All paraprofessionals employed by the District to provide instructional support services in Title I schoolwide programs and instructional paraprofessionals paid with Title I, Part A funds in targeted assistance programs shall be "highly qualified".

The requirements to be considered a "highly qualified" instructional paraprofessional are established by the Florida Department of Education. Accordingly, one of the following requirements must be met:

- A. an associate's or higher degree;
- B. two (2) years of study at an institution of higher education; or

C. a rigorous State or local assessment of knowledge of and the ability to perform the following duties

1. assist in instruction in reading, writing, and mathematics or reading, writing, and mathematics; or
2. assist in instructing reading readiness, writing readiness, and mathematics readiness, as appropriate.

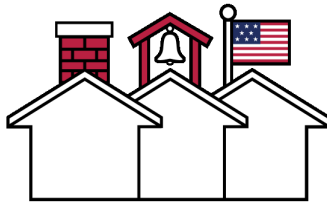
Instructional paraprofessionals working for a Title I supported program may be assigned to duties as follows:

- A. providing one-on-one tutoring for eligible students during times when the teacher would not otherwise be instructing the student;
- B. assisting with classroom management, such as organizing instructional and other materials;

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Legal                    F.S. 1012.01, 1012.37, 1012.40  
                              F.A.C. 6A-1.0502(11), 6A-1.070  
                              20 U.S.C. 6301

Last Modified by Frankie St James on November 14, 2017



Book	Policy Manual
Section	District Requested with Vol 17 No 2
Title	NEW POLICY - DISTRICT REQUESTED WITH VOL. 17, NO 2: RECRUITMENT AND RETENTION OF A DIVERSE EMPLOYMENT STAFF
Number	*4120.01 BD 11 17 17
Status	

### **34120.01: Recruitment and Retention of a Diverse Employment Staff**

The School Board recognizes that all district staff should reflect the broad diversity of backgrounds that characterize Indian River County. Diversity in employment at both the school and district level provides students of all backgrounds and abilities with examples of achievement through education. A diverse workforce represents an extension of a student's home, neighborhood, and community. Furthermore, one means of achieving a diverse workplace is to encourage and recruit applications, for all vacant positions, from individuals of widely diverse backgrounds.

The goal of this policy is to maintain a diverse workforce at all levels of employment within the district through recruitment, hiring, training, promotion, and personnel management practices that are administered in a manner which furthers the principles of equal employment opportunity. This policy neither requires the hiring or promotion of any applicant or employee by reason of race, ethnicity, national origin, gender, disability, age, religion, or marital status; but rather assures all qualified persons of an equal employment opportunity.

#### **RECRUITMENT ACTIVITIES**

The Superintendent shall direct staff to carry out ongoing recruitment activities within the Human Resources Department which should focus on widely disseminating information about vacancies so as to reach a group of potential applicants broadly reflecting geographic, gender, racial, and ethnic diversity. If such activities include recruitment trips or visits by district staff to community and/or educational institutions, such trips should include visits to institutions and locations that, taken as a whole, reflect that broad diversity.

The Superintendent or designee shall:

1. Take appropriate steps to inform all staff who are involved in the employment process of the Board's support for, and commitment to, achieving diverse staffs of well-qualified employees from widely varying backgrounds. This provision applies in particular to school site managers who review applications for instructional staff positions, conduct interviews, and make hiring recommendations.
2. Direct the Department of Human Resources to provide guidance to staff involved in the employment and promotional processes concerning appropriate, educationally sound, and legally valid methods to evaluate applicants that consider a candidate's potential contribution to staff diversity at a particular school, program, or location.
3. Require that an annual written report be prepared containing information and conclusions regarding the Board's staff diversity, including diversity in classified instructional, professional,

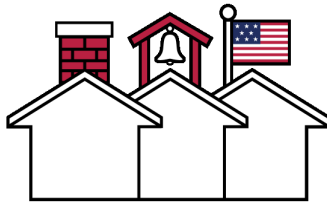
and administrative personnel at the school district level. At a minimum, the written annual report shall contain the following information:

- a. Information concerning the numbers of instructional, professional, administrative, and classified personnel at each school. The information collected shall contain the gender, racial, and ethnic identification of these employees;
- b. Information on those employees identified as twelve (12) month employees who work in the administrative offices of the district;
- c. The report may also make recommendations to guide and assist instructional staff who desire to gain the experience and training that will qualify them for promotional and contain:
  - i. Information regarding the recruitment activities of the Human Resources Department as provided for in this policy;
  - ii. A comparison of the diversity of the staff with the previous years, including the diversity in classified instructional, professional, and administrative personnel at the school level;
4. Present the findings of the annual written report to the Board at a public meeting of the Board regarding these matters, along with any recommendations the Superintendent may have.
5. Provide the findings to Cabinet and any other such individuals as may be necessary with a copy of the annual written report for conducting meetings, as necessary, to address any findings or conclusions contained in the report regarding staff diversity.
6. Ensure the annual written report to the Board shall be made publicly available to any person or organization via the district's website and through other reasonable means, upon request.
7. This Recruitment Policy is intended to produce a pool of applicants for vacant positions advertised by the district that is as diverse as possible and it is not intended to require, establish, or support racial or ethnic quotas in the employment process nor does it confer any additional legal rights on any applicant, employee, or prospective applicant than is otherwise prescribed by law.

SPECIFIC AUTHORITY: Section 1001.41, Florida Statutes

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Last Modified by Brenda Davis on November 17, 2017



Book Policy Manual  
 Section Vol 17 No 2 REVISED  
 Title Copy of CRIMINAL BACKGROUND AND EMPLOYMENT HISTORY CHECKS  
 Number \*po4121.01BG 11 7 17  
 Status

**Unless a specific policy has been amended and the date the policy was revised is noted at the bottom of that policy, the bylaws and policies of The School Board of Indian River County were adopted on August 13, 2013.**

#### 4121.01 - CRIMINAL BACKGROUND AND EMPLOYMENT HISTORY CHECKS

The safety of its students is of paramount importance to the District. Consistent with this concern for student safety, and in compliance with Florida law, the District requires that, prior to initial employment or re-employment if there has been a break in service, all candidates for all positions shall be subject to a criminal background check to determine eligibility for employment.

The application for employment shall inform the applicants that they are subject to criminal background and employment history checks.

The cost of the background screening related to initial employment or re-employment after a break in service will be borne by the candidate for employment.

Fingerprints of candidates for employment or re-employment if there has been a break in service shall be submitted to the Florida Department of Law Enforcement (FDLE) for Statewide criminal and juvenile records checks and to the Federal Bureau of Investigation (FBI) for Federal criminal records checks.

A person who is found ineligible for employment under F.S. 1012.315, or otherwise found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, shall not be employed, engaged to provide services, or serve in any position.

~~A person who is found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, or otherwise found ineligible for employment under F.S. 1012.315, shall not be employed in any position that requires direct contact with students.~~

The specific categories of convictions and the effect of a conviction upon an application for employment are as follows:

- A. Category One: Felony sexual related crimes, lewd and lascivious crimes, and felony child abuse crimes. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category One offense under any circumstances.
- B. Category Two: Felony crimes of violence and felony sale of controlled substances: The District will not hire an applicant or retain in its employment a person who has been convicted of a Category Two Offense under any circumstances.
- C. Category Three: Other felony crimes (except those designated under Category Five), any other misdemeanor crimes of a sexual nature, and misdemeanor crimes related to children. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category Three Offense under any circumstances.
- D. Category Four: Misdemeanor drug-related charges, misdemeanor crimes of violence, and misdemeanor crimes involving weapons. The District will not hire an applicant or retain in its employment any person who has been convicted of a Category Four offense.
- E. Category Five: Other misdemeanors, and felony crimes involving worthless checks. The District will consider applicants or will consider retaining employees who have had convictions for Category Five offenses on a case by case basis.

## Definition of Conviction

The term "conviction" for the purposes of this Board policy means a conviction by a jury or by a court, and shall also include the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with having committed a felony or misdemeanor, the payment of a fine, a plea of nolo contendere (no contest), the imposition of a deferred or suspended sentence by the court, adjudication withheld, including an adjudication of delinquency of a juvenile as specified in F.S. 943.0435, finding of guilt, or the date of entry into a pre-trial intervention, pre-trial diversion, or similar program; provided that such pretrial intervention or pretrial diversion program is completed by the end of the relevant waiting period.

## Appeal

An applicant whose employment application has been rejected or a current employee who becomes ineligible for employment due to conviction for a disqualifying criminal offense may appeal ~~to the Criminal Appeal Committee. The Criminal Appeal Committee shall be made up of the Board Attorney, an administrator designated by the Superintendent, and the Assistant Superintendent for Human Resources. Appeals will be considered~~ only on the basis of mistaken identity. An appellant shall have the burden of setting forth competent, substantial evidence of such mistaken identity. ~~The decision of the Committee is final.~~ The Superintendent shall establish procedures governing the appeal process. Individuals whose fingerprints have not been retained by the FDLE must be re-fingerprinted and re-screened upon re-employment or re-engagement to provide service as a support staff member in order to comply with the law.

Furthermore, before employment of support staff in any position that requires direct contact with students, the Superintendent shall conduct employment history checks of each of the candidate's previous employer(s), and document the findings. If unable to contact

(a) previous employer(s), the Superintendent shall document efforts to contact the employer.

All support staff members employed by the District must self-report arrests for serious offenses (see AP 4121.01).

Additionally, the fingerprints of all support staff members who are employed by the District and have no break in service must be re-submitted to the FDLE and to the FBI every five (5) years so that subsequent Statewide criminal and juvenile records checks and Federal criminal records checks can be completed as required by law. The cost of this subsequent background screening will be borne by the Board.

The information contained in reports received from the FDLE and the FBI is confidential.

Although permissible by State law, the District will not share information received as the result of the criminal history background check with other school districts.

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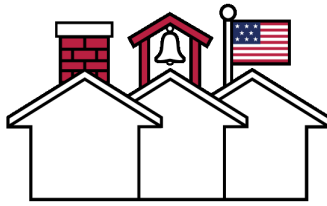
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F.S. 435.09, 943.0585(4)(a), 943.059(4)(a), 1001.10(5), 1012.27(6), 1012.315

F.S. 1012.32, 1012.56

Last Modified by Bruce Green on November 14, 2017





Book	Policy Manual
Section	District Requested with Vol 17 No 2
Title	CONFLICT OF INTEREST
Number	*po4129 11/14/17 bgbd
Status	
Adopted	August 13, 2013
Last Revised	November 22, 2016

#### 4129 - **CONFLICT OF INTEREST**

The proper performance of school business is dependent upon high standards of honesty, integrity, impartiality, and professional conduct by School Board employees. Further, such characteristics are essential to the Board's commitment to earn and keep the public's confidence. For these reasons, the Board adopts the following procedures to assure that conflicts of interest do not occur. These procedures are not intended to be all inclusive, nor to substitute for good judgment on the part of all District Board members, employees, officers, and agents.

- A. No employee, officer, or agent shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts with the employee's job duties and responsibilities in the school system.
- B. No employee, officer, or agent shall engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students, or clients in the course of their employment with the District.

Included, by way of illustration rather than limitation, are the following:

1. the provision of any private lessons or services for a fee;
2. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through access to District records;
3. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration;
4. the requirement of students or clients to purchase any private goods or services provided by an employee or any business, or professional practitioner with whom any employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations.

- C. No employee, officer, or agent shall make use of materials, equipment, or facilities of the District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

Exceptions to any provision in parts A through C of this policy shall be approved in advance by the Superintendent and shall be consistent with State law.

Employees, officers, or agents may not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Employees, officers, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts supported by a Federal grant/award.

To the extent that the District has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the School District may not conduct a procurement action involving the parent, affiliate, or subsidiary organization if the School District is unable, or appears to be unable, to be impartial.

Employees, officers, and agents must disclose any potential conflict of interest which may lead to a violation of this policy to the School District. Upon discovery of any potential conflict of interest, the School District will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

The District will also disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

Employees, officers, and agents found to be in violation of this conflict of interest policy will be subject to disciplinary action up to and including termination, pursuant to Board Policy 4139.01, Staff Discipline and/or State law.

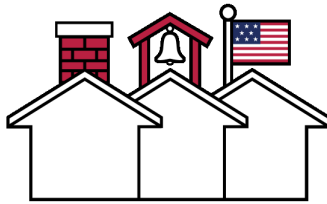
Revised 4/12/16

Revised 11/22/16

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Legal                    F.S. 112.312, 112.313, 1006.32  
                                 2 C.F.R. 200.112, 200.113, 200.138

Last Modified by Brenda Davis on November 16, 2017



Book Policy Manual  
 Section Vol 17 No 2 REVISED  
 Title REPLACEMENT POLICY - VOL. 17, NO. 2 - HOMELESS STUDENTS  
 Number \*po5111.01 9 14 2017 KMbd  
 Status

## **REPLACEMENT POLICY - VOL. 17, NO. 2**

### **5111.01 - HOMELESS STUDENTS**

~~For purposes of this policy, pursuant to Federal and State law, homeless children and youth are defined as individuals who lack a fixed, regular, and adequate nighttime residence, and include those who meet any of the following criteria:~~

- ~~A. share the housing of other persons due to loss of housing, economic hardship, or similar reason;~~
- ~~B. live in motels, hotels, trailer parks, or camping grounds due to a lack of alternative adequate accommodations;~~
- ~~C. live in emergency or transitional shelters;~~
- ~~D. are abandoned in hospitals or awaiting for foster care placement;~~
- ~~E. have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; or~~
- ~~F. live in a car, park, public space, abandoned building, substandard housing, bus or train station, or similar setting.~~

~~Additionally, pursuant to State law, an unaccompanied homeless youth is an individual who is sixteen (16) years of age or older and is found by the District's Liaison for Homeless Children to be an unaccompanied homeless youth eligible for services under Federal law.~~

~~Further, pursuant to Federal and State law, children or youth who are experiencing homelessness also include migratory children who are living in circumstances described in A-F above.~~

~~It is the policy of the School Board that homeless students are afforded the same free appropriate public education as provided to other students and have access to the educational and other services that they need so that they have the opportunity to meet the same challenging Florida academic achievement standards to which all students are held. Homeless preschool-aged children and their families shall have access to the educational services for which they are eligible, including preschool programs administered by the School District.~~

~~Homeless students will not be stigmatized or segregated on the basis of their status as homeless. The District shall establish safeguards that protect homeless students from discrimination on the basis of their homelessness.~~

~~The District shall remove barriers to the enrollment and retention of homeless students in schools in the District. Homeless students shall be enrolled immediately, even if they do not have the necessary enrollment documentation such as immunization and health records, proof of residency or guardianship, birth certificate, school records, and other documentation.~~

~~Further, the Homeless Liaison will assist, to the extent feasible, the homeless students and their parent(s)/guardian(s) or unaccompanied homeless students in their efforts to provide documentation to meet State and local requirements for entry into school. No Board policy, administrative procedure, or practice will be interpreted or applied in such a way as to inhibit the enrollment, attendance, or school success of homeless children.~~

~~The District will keep homeless students in the school of origin, that is, the school that the child or youth attended when permanently housed or last enrolled, or will be assigned to the school serving the grade in which the student will be placed in the attendance zone where the child or youth currently resides.~~

~~Homeless students will be provided services comparable to other students in the District including:~~

- ~~A. transportation services;~~
- ~~B. educational services for which the homeless student meets eligibility criteria including services provided under Title I, Part A of the Elementary and Secondary Education Act or similar State and local programs, educational programs for children with disabilities and gifted students, and educational programs for students with limited English proficiency;~~
- ~~C. programs in vocational and technical education;~~
- ~~D. school nutrition programs; and~~
- ~~E. before and after school programs.~~

~~The Board recognizes that homeless students have the right to remain in their school of origin and the right to dispute their school assignment, if their assignment is other than their school of origin. The Board requires that these rights and the dispute process be communicated to the parent or guardian of the homeless student or unaccompanied youth. According to the child's or youth's best interest, a homeless student will either remain in the school of origin for the duration of homelessness, or be enrolled in the school in the attendance zone where the student currently resides. The school of origin is the school that student attended when permanently housed or last enrolled.~~

~~In determining the best interest of the student, the District shall, to the extent feasible, keep the student in the school of origin, except when doing so is contrary to the wishes of the homeless student's parent/guardian or the unaccompanied youth. If the student is sent to a school other than the school of origin or a school requested by the parent/guardian, a written explanation, including a statement regarding the right to appeal, will be provided to the homeless student's parent/guardian or the unaccompanied youth. Each school in the District shall post public notice of educational rights of children and youth experiencing homelessness.~~

~~At the request of the parent/guardian, or in the case of an unaccompanied youth, or the local Homeless Liaison, transportation shall be provided for a homeless student to and from the school of origin as follows:~~

- ~~A. If the homeless student continues to live in the School District in which the school of origin is located, transportation will be provided.~~
- ~~B. If the homeless student moves to an area served by another district, though continuing his/her education at the school of origin, the district of origin and the district in which the student resides must agree upon a method to apportion responsibility and costs for transportation to the school of origin. If the districts cannot agree upon such a method, the responsibility and costs must be shared equally.~~

~~The Superintendent will appoint a Liaison for Homeless Children who will perform the duties as required by law, as well as additional duties that may be assigned by the Superintendent. Such duties include, but are not limited to, providing written certification documenting that an individual meets the definition set forth in State law of "unaccompanied homeless youth". The written certification shall be issued on official District letterhead stationery of the Homeless Liaison and shall include the date of the finding, a citation to F.S. 743.067(2), and the Homeless Liaison's signature.~~

~~Additionally, the Liaison will coordinate and collaborate with the State Coordinator for the Education of Homeless Children and Youth as well as with community and school personnel responsible for the provision of education and related services to homeless children and youth.~~

#### Definitions

Children who are identified as meeting the Federal definition of "homeless" will be provided a free appropriate public education (FAPE) in the same manner as all other students of the District. To that end, homeless students will not be stigmatized or segregated on the basis of their status as homeless. The District shall establish safeguards that protect homeless students from discrimination on the basis of their homelessness. The District shall regularly review and revise its policies, including school discipline policies that impact homeless students, including those who may be a member of any of the protected classes (Policy 2260).

Homeless children and youth, including "certified homeless youth" under State law, are defined as individuals who lack a fixed, regular, and adequate nighttime residence, and include children and youth who meet any of the following criteria:

- A. share the housing of other persons due to loss of housing, economic hardship, or similar reason
- B. live in motels, hotels, trailer parks, or camping grounds due to a lack of alternative adequate accommodations
- C. live in emergency or transitional shelters
- D. are abandoned in hospitals
- E. have a primary night time residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, or
- F. live in a car, park, public space, abandoned building, substandard housing, bus or train station, or similar setting.

**NOTE:** According to nonregulatory guidance from the U.S. Department of Education (ED), standards for adequate housing may vary by locality. Please see *Education for Homeless Children and Youth Programs, Non-Regulatory Guidance*, U.S. Department of Education (ED), for factors to consider when determining whether a child or youth is living in "substandard housing".

- Pursuant to the McKinney-Vento Act, an unaccompanied youth includes a homeless child or youth under the age of twenty-one (21) and not in the physical custody of a parent or guardian. Under State law an unaccompanied homeless youth who is sixteen (16) years of age or older and found to be an unaccompanied homeless youth eligible for services under Federal law shall be issued a certificate by the District's Liaison for Homeless Children on District letterhead documenting his/her status which is to be accepted by medical providers and the courts.

- Additionally, pursuant to Federal and State law, children or youth who are experiencing homelessness also include migratory children who are living in circumstances described in A-F above.

#### Services to Homeless Children and Youth

- The District will provide services to homeless students that are comparable to other students in the District, including:

- A. transportation services;
- B. public preschool programs and other educational programs and services for which the homeless student meets eligibility criteria including:
  1. programs for children with disabilities
  2. programs for English learners (ELs) (i.e., students with Limited English Proficiency (LEP));
  3. programs in career and technical education;
  4. programs for gifted and talented students;
  5. school nutrition programs; and
  6. before - and after-school programs.

The Superintendent will appoint a Liaison for Homeless Children who will perform the duties as assigned by the Superintendent. Additionally, the Liaison will coordinate and collaborate with the State Coordinator for the Education of Homeless Children and Youth as well as with community and school personnel responsible for the provision of education and related services to homeless children and youths. For more information on the role of the Liaison, refer to AP 5111.01.

#### School Stability

- Maintaining a stable school environment is crucial to a homeless student's success in school. To ensure stability, the District must make school placement determinations based on the "best interest" of the homeless child or youth based on student-centered factors. The District must:

- A. continue the student's education in the school of origin for the duration of homelessness when a family becomes homeless between academic years or during an academic year; and for the remainder of the academic year even if the child or youth becomes permanently housed during an academic year; or
- B. enroll the student in any public school that non-homeless students who live in the attendance area in which the child or youth, or the family of the child or youth, is actually living are eligible to attend.

When determining a child or youth's best interest, the District must assume that keeping the homeless student in the school of origin is in that student's best interest, except when doing so is contrary to the request of the student's parent or guardian, or the student if he or she is an unaccompanied youth. The school of origin is the school the student attended or enrolled in when permanently housed, including a public preschool. The school of origin also includes the designated receiving school at the next level for feeder school patterns, when the student completes the final grade level at the school of origin.

When determining the student's best interest, the District must also consider student-centered factors, including the impact of mobility on achievement, education, health, and safety of homeless students and give priority to the request of the student's parent or guardian, or youth (if an unaccompanied youth). The District also considers the school placement of siblings when making this determination.

If the District finds that it is not in the student's best interest to attend the school of origin or the school requested by the parent or guardian, or unaccompanied youth, the District must provide the individual with a written explanation and reason for the determination in a manner and form understandable to the parent, guardian or unaccompanied youth. This written explanation will include appeal rights and be provided in a timely manner.

#### Immediate Enrollment

The District has an obligation to remove barriers to the enrollment and retention of homeless students. If a school other than the student's school of origin is chosen on the basis of a best interest determination, the homeless student must be immediately enrolled, even if the student does not have the documentation typically necessary for enrollment, such as immunization and other required health records, proof of residency, proof of guardianship, birth certificate, or previous academic records. The homeless student must also be enrolled immediately regardless of whether the student missed application or enrollment deadlines during the period of homelessness, fails to meet uniform or dress code requirements, or has outstanding fines or fees.

The enrolling school must immediately contact the school last attended by the homeless student to obtain relevant academic or other records. If the student needs immunization or other health records, the enrolling school must immediately refer the parent, guardian or unaccompanied youth to the Liaison, who will help obtain the immunizations, screenings or other required health records. Records usually maintained by the school must be kept so that they are available in a timely fashion if the child enters a new school or district. These records include immunization or other required health records, academic records, birth certificates, guardianship records, and evaluations for special services or programs. Procedures for inter-State records transfer between schools should be taken into account in order to facilitate immediate enrollment.

In addition, it shall be the District's responsibility to make sure that, once identified for services, the homeless student is attending classes and not facing barriers to accessing academic and extracurricular activities, including magnet school, summer school, career and technical education, advanced placement, online learning, and charter school programs (if available).

#### Transportation

The District shall promptly provide homeless students with transportation services that are comparable to those available to non-homeless students. At the request of the parent or guardian, or the liaison in the case of an unaccompanied youth, the District shall provide, or arrange for, transportation to and from the student's school of origin.

- A. If the homeless student continues to live in the District, transportation shall be provided, or the District shall arrange for the student's transportation, to/from his/her school of origin.
- B. If the homeless student resides in another school district, but the best interest determination is that the student should continue his/her education at the school of origin in the District, the District and the school district in which the student now resides shall agree upon a method to equitably apportion responsibility and costs for transportation to the school of origin.

If there is not agreement, the District shall assume responsibility to transport the student from the district of residence to the school of origin in the District. Since Federal law requires that the responsibility and costs to be shared equally, the district of residence shall be invoiced for their share of the cost for transportation.

- C. If the homeless student resides in the District, but the best interest determination is that the student should continue his/her education at the school of origin in another district, the District and the school district in which the student's school of origin is located shall agree upon a method to equitably apportion responsibility and costs for transportation to the school of origin.

If there not agreement, the District shall assume responsibility to transport the student to the school of origin in the other district. Since Federal law requires the responsibility and costs for transportation services to be shared equally, the district in which the school or origin is located shall be invoiced for their share of the cost for transportation.

- D. When the student obtains permanent housing, transportation shall be provided to and from the school of origin until the end of the school year.

The mode of transportation shall be determined in consultation with the parent or guardian and shall be based on the best interest of the student.

In accordance with Federal law, the above transportation requirements still apply during the resolution of any dispute. The District will work with the State to resolve transportation disputes with other districts. Until the Districts reach agreement, the responsibility and costs for transportation shall be shared equally. ~~costs for transportation are to be shared equally.~~

If the disputing district is in another State, the District will turn to the State for assistance as Federal guidance says that both states should try to arrange an agreement for the districts.

#### Dispute Resolution

Homeless families and youths have the right to challenge placement and enrollment decisions. If a dispute arises between a school and a parent, guardian or unaccompanied youth regarding eligibility, school selection, or enrollment of a homeless student, the District must follow its dispute resolution procedures, consistent with the State's procedures. If such a dispute occurs, the District will immediately enroll the homeless student in the school in which enrollment is sought pending final resolution of the dispute, including all appeals. The student will receive all services for which they are eligible until all disputes and appeals are resolved.

Pursuant to Federal and State law, State Board rule, and this policy, the District will provide the parent, guardian, or unaccompanied youth with a written explanation of all decisions regarding school selection and enrollment made by the District, along with a written explanation of appeal rights.

The District's notice and written explanation about the reason for its decision will include, at a minimum, an explanation of how the school reached its decision regarding eligibility, school selection, or enrollment, including the following:

- A. a description of the proposed or refused action by the school;
- B. an explanation of why the action is proposed or refused;
- C. a description of other options the school considered and why those options were rejected;
- D. a description of any other relevant factors to the school's decision and information related to the eligibility or best interest determination such as the facts, witnesses, and evidence relied upon and their sources; and
- E. an appropriate timeline to ensure deadlines are not missed.

The District's notice and written explanation shall include contact information for the Liaison and the State Coordinator, and a brief description of the roles of each. The District's notice and written explanation shall also inform the parent, guardian, or unaccompanied youth that the Liaison is responsible for providing information describing the State-level dispute resolution process and distributing the appropriate forms to all parties wanting to file an appeal.

To initiate the State-level appeals process, within ten (10) working days after receiving written notification of the District-level or inter-district decision, the parent, guardian, or unaccompanied youth may file an appeal with the Liaison, who must provide it to FLDOE. Upon receipt of an appeal, the Liaison is required to notify FLDOE of the State-level appeal and provide that appeal to the FLDOE. The local liaison also must log incidents of State-level appeals in the FLDOE Online Dispute Resolution Tracking System.

The FLDOE and the Commissioner of Education will render a decision on any appeal and provide a copy of such decision to the parties.

All decisions and notices shall be drafted in a language and format appropriate for low-literacy, limited vision readers, and individuals with disabilities.

For children and youth and/or parents or guardians who are English learners or whose dominant language is not English, the District will provide translation and interpretation services in connection with all phases of the dispute resolution process pursuant to federal laws.

The District will also provide electronic notices via email if the parent, guardian or unaccompanied youth has access to email followed by a written notice provided in person or sent by mail.

#### Homeless Children in Preschool

Homeless preschool-aged children and their families shall be provided equal access to the educational services for which they are eligible, including preschool programs, including Head Start programs, administered by the District. Additionally, the homeless child must remain in the public preschool of origin, unless a determination is made that it is not in the child's best interest. When

making such a decision on the student's best interest, the District takes into account the same factors as it does for any student, regardless of age. It also considers pre-school age specific factors, such as 1) the child's attachment to preschool teachers and staff; 2) the impact of school climate on the child, including school safety; the quality and availability of services to meet the child's needs, including health, developmental, and social-emotional needs; and 3) travel time to and from school.

The District must also provide transportation services to the school of origin for a homeless child attending preschool. It is the District's responsibility to provide the child with transportation to the school of origin even if the homeless preschooler who is enrolled in a public preschool in the District moves to another district that does not provide widely available or universal preschool.

Public Notice

In addition to notifying the parent or guardian of the homeless student or the unaccompanied youth of the applicable rights described above, the District shall post public notice of educational rights of children and youth experiencing homelessness in each school. In addition, the District shall post public notice of the McKinney-Vento rights in places that homeless populations frequent, such as shelters, soup kitchens, and libraries in a manner and form understandable to the parents and guardians and unaccompanied youths.

Records

The local liaison will assist the homeless students and their parent(s) or guardian(s) or unaccompanied homeless students in their efforts to provide documentation to meet State and local requirements for entry into school.

All records for homeless students shall be maintained, subject to the protections of the Family Educational Rights and Privacy Act (FERPA) and Policy 8330, and in such a manner so that they are available in a timely fashion and can be transferred promptly to the appropriate parties, as required. Pursuant to the McKinney-Vento Act, information regarding a homeless student's living situation is not considered directory information and must be provided the same protections as other non-directory personally identifiable information (PII) contained in student education records under FERPA. The District shall incorporate practices to protect student privacy as described in AP 5111.01, AP 8330, and in accordance with the provisions of the Violence Against Women Act (VAWA) and the Family Violence Prevention and Services Act (FVPSA).

No Board policy, administrative procedure, or practice will be interpreted or applied in such a way as to inhibit the enrollment, attendance, or school success of homeless children.

F.S. 743.067

F.S. 1003.01

F.S. 1003.21

F.S. 1003.22

F.S. 1009.21

F.S. 1009.25

42 U.S.C. 11431 et seq.

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Legal [F.S. 743.067](#)

[F.S. 1003.01](#)

[F.S. 1003.21](#)

[F.S. 1003.22](#)

[F.S. 1009.21](#)

[F.S. 1009.25](#)

[42 U.S.C. 11431 et seq.](#)

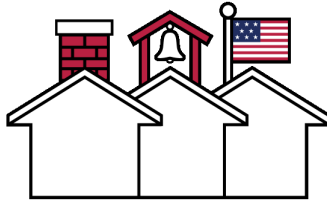
Cross References [ap5111 - ADMISSION TO THE DISTRICT](#)

[ap5111.01 - HOMELESS STUDENTS](#)

Last Modified by Brenda Davis on November 16, 2017







Book Policy Manual  
 Section Vol 17 No 2 REVISED  
 Title NEW POLICY - VOL. 17, NO. 2 - CHILDREN AND YOUTH IN FOSTER CARE  
 Number \*po5111.03 LTM 10 2 617  
 Status

### **NEW POLICY - VOL. 17, NO. 2**

#### **5111.03 - CHILDREN AND YOUTH IN FOSTER CARE**

The School Board recognizes the importance of educational stability for children and youth in foster care. Further, the Board recognizes these children and youth as a vulnerable subgroup of students in need of safeguards and supports in order to facilitate a successful transition through elementary and secondary education and into college and/or careers. To that end, the District will collaborate with the Florida Department of Education (FLDOE), other schools and school districts, and the appropriate child welfare agencies to provide educational stability for children and youth in foster care.

#### Definitions

Children who meet the Federal definition of "in foster care" will be provided a free appropriate public education (FAPE) in the same manner as all other students of the District. To that end, students in foster care will not be stigmatized or segregated on the basis of their status. The District shall establish safeguards that protect foster care students from discrimination on the basis of their foster care status or other of the recognized protected classes (Policy 2260). The District shall regularly review and revise its policies, including school discipline policies that may impact students in foster care.

Consistent with the Fostering Connections Act, "foster care" means twenty-four (24) hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in:

- A. foster family homes;
- B. foster homes of relatives;
- C. group homes;
- D. emergency shelters;
- E. residential facilities;
- F. child care institutions; and
- G. preadoptive homes.

A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made. (45 C.F.R. 1355.20 (a)).

#### School Stability

The District shall remove barriers to the enrollment and retention of children and youth in foster care in schools in the District. Foster care students shall be enrolled immediately, even if they do not have the necessary enrollment documentation such as immunization and health records, proof of residency or guardianship, birth certificate, school records, and other documentation.

The District shall meet the Title I requirements for educational stability for children and youth in foster care, including those awaiting foster care placement. The District shall identify which students are in foster care and shall collaborate with State and tribal child welfare agencies to provide educational stability for these children and youth. District staff will work closely with child welfare agency personnel to develop and implement processes and procedures that include these enrollment safeguards:

- A. a child/youth in foster care shall remain in his/her school of origin, unless it is determined that remaining in the school of origin is not in that child's best interest;
- B. if it is not in the child's best interest to stay in his/her school of origin, the child shall be immediately enrolled in the determined new school even if the child is unable to produce records normally required for enrollment; and
- C. the new (enrolling) school shall immediately contact the school of origin to obtain relevant academic and other records, including the student's Individualized Education Program (IEP) if applicable. (ESEA Section 1111(g)(1)(E)(i)-(iii)).

#### Best Interest Determination

In making the best interest determination, the District will follow the guidelines established by ~~DOEODE~~ and the State or tribal child welfare agencies. The District shall utilize the prescribed process in conjunction with local child welfare agencies in making best interest determinations. Once a determination is made the District shall provide the decision in writing to all relevant parties, in collaboration with the appropriate child welfare agency. When making decisions regarding educational placement of students with disabilities under IDEA and Section 504, the District shall provide all required special educational and related services and supports provided in the least restrictive placement where the child's unique needs, as described in the student's IEP or Section 504 plan, can be met.

#### Dispute Resolution

If there is a dispute regarding whether the educational placement of a child in foster care is in the best interest of that child, the dispute resolution process established by the [Department of Children and Families](#) (child welfare agency) shall be used.

The District's representatives shall collaborate fully in this process, considering relevant information regarding academic programming and related service needs of the child, and advocating for what the District believes is in the best interest of the child.

To the extent feasible and appropriate, the child will remain in his/her school of origin while disputes are being resolved in order to minimize disruption and reduce the possible number of moves between schools. (ESEA Section 1111(g)(1)(E)(i)).

Since the [Department of Children and Families](#) (child welfare agency) holds ultimate legal responsibility for making the best interest determination for the foster child in their care, if the dispute cannot be resolved ~~the dispute~~, the [Department of Children and Families](#) (child welfare agency) will make the final determination.

All notifications and reports regarding foster care placement, changes in school enrollment, transportation services, and changes in the child's living arrangements shall be provided to the affected parties, in writing, in accordance with the forms, procedures, and requirements of State law, State Board rule, or State/Tribal or local child welfare agencies.

#### Local Point of Contact

The Superintendent shall designate and make public a local point of contact who will perform the duties as assigned by the Superintendent. The point of contact shall serve as a liaison to coordinate with child protection agencies, lead the development of a process for making the best determination for a student, facilitate the transfer of records, and oversee the enrollment and regular school attendance of students in foster care.

#### Records

The District shall provide privacy protections for children and families and shall facilitate appropriate data-sharing pertaining to children in foster care between child welfare and educational agencies, in accordance with the Family Educational Rights and Privacy Act (FERPA) and Policy 8330 – Student Records.

#### Services to Children and Youth in Foster Care

Foster care children and their families shall be provided equal access to the educational services for which they are eligible comparable to other students in the District including:

- A. educational services for which the student in foster care meets eligibility criteria including services provided under Title I of the Elementary and Secondary Education Act or similar State and local programs, educational programs for children with

disabilities, and educational programs for students with limited English proficiency;

- B. preschool programs;
- C. programs in vocational and technical education;
- D. programs for gifted and talented students;
- E. school nutrition programs; and
- F. before - and after-school programs.

#### Transportation Services

Consistent with procedures developed by the District and the State/Tribal or local child welfare agency, the District shall provide transportation services for children in foster care

who reside within the District.

Transportation services shall be provided in the most cost-effective manner possible.

When it is determined to be in the best interest of a student in foster care to remain in his/her school of origin and that school of origin is in the attendance zone where the student now lives, transportation shall be provided for the student in foster care even if other students who are not in foster care but who live in the same school attendance area are ineligible for transportation pursuant to Board policy or State law.

When it is determined to be in the best interest of a student in foster care to remain in his/her school of origin and that school of origin is in the District but not in the attendance zone where the student now lives, transportation services shall be arranged, provided, and funded for the duration of the child's placement in foster care.

When it is determined to be in the best interest of a student in foster care to remain in his/her school of origin, which is in another county, and the student now lives in the District, the

~~( ) Superintendent~~

District's local point of contact

shall meet with the State/tribal or local welfare agency and the local point of contact from the district in which the school of origin is located to determine how transportation services can be provided in the most cost-effective manner possible. A goal of this collaboration shall be that the district in which the student's school of origin is located, the State/tribal or local welfare agency, and the District will share the cost of the student in foster care's transportation.

~~( ) Until a plan for providing transportation is developed, the District shall provide the necessary transportation.~~

When that is determined to be in the best interest of a student in foster care to remain in his/her school of origin, which is in the District, and the student now lives in another county, the

~~( ) Superintendent~~

District's local point of contact

shall meet with the State/tribal or local welfare agency and the local point of contact from the district in which the school of origin is located to determine how transportation services can be provided in the most cost-effective manner possible. A goal of this collaboration shall be that the district in which the student in foster care is residing, the State/tribal or local welfare agency, and the District will share the cost of the student in foster care's transportation to the school of origin in the District.

~~( ) Until a plan for providing transportation is developed, if necessary, the District shall provide the necessary transportation.~~

The ~~Department of Transportation~~ Department shall maintain a record of any additional cost incurred by the District to provide transportation for students in foster care to their schools of origin so that reimbursement under Section 475(4)(A) of the Social Security Act, from the State/tribal or local welfare agency, and/or from the other district can be requested and received. Additional costs incurred in providing transportation for a student in foster care to his/her school of origin should reflect the difference between what the District would otherwise spend to transport a student to his/her assigned school and the cost of transporting a student in foster care to his/her school of origin.

Coordination of Service

Since foster care placements may occur across District, county, or State boundary lines, coordination among multiple agencies may be necessary. The District will work with appropriate State and local agencies to address such placement and transportation issues that arise. The District shall provide or arrange for adequate and appropriate transportation to and from the school of origin while any disputes are being resolved.

No Board policy, administrative procedure, or practice will be interpreted or applied in such a way as to inhibit the enrollment, attendance, or school success of children and youth in foster care.

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Legal                    [45 C.F.R. 1355.20 et seq.](#)  
                              [42 U.S.C. 675](#)

Last Modified by Brenda Davis on November 17, 2017



Book

Policy Manual

Section

Vol 17 No 2 REVISED

Title

Copy of Policy Title

Number

\*po5120 LTM 10 27 17

Status

**Unless a specific policy has been amended and the date the policy was revised is noted at the bottom of that policy, the bylaws and policies of The School Board of Indian River County were adopted on August 13, 2013.**

### **REVISED POLICY - VOL. 17, NO. 2**

### **5120 - ASSIGNMENT WITHIN DISTRICT**

#### 5120 - ASSIGNMENT WITHIN DISTRICT

Pursuant to Florida statutes the Superintendent will recommend to the School Board the attendance zone boundaries for the non-charter public schools within the School District. The procedures by which the Board will adopt the attendance zone boundaries for the schools shall be in accordance with the requirements of Florida law.

All students attending schools in the School District shall be assigned by the Superintendent in accordance with the student assignment plan adopted by the Board, which shall address minority balance, school boundaries, school choice, and alternative placements. The Superintendent shall have the authority to assign or transfer a student to such school as may be required by law or as determined by the Superintendent to be in the best interest of the School District.

#### **STUDENT ASSIGNMENT GRADES K – 5**

The principal is responsible for appropriate placement of students. Principals will use records provided to place students who transfer from non-District schools, private schools or home education programs. In the absence of appropriate records, the principal shall temporarily assign the student to the grade deemed to be proper until a copy of the student's official record is received or proper grade placement is otherwise determined. It is the intention of the School District to meet student academic needs in an age appropriate setting whenever possible. The principal may reassign students during the school year if teacher evaluation and test scores indicate the need for reassignment. When consideration is given to placing students outside of their age appropriate setting, the Executive Director of **Elementary Education Core Curriculum** will be involved in the decision making process. This process would involve the accumulation of evidence that the student is prepared academically, socially and emotionally for the challenges of that grade. **No assignment to schools or attendance schedules shall discriminate against students on the basis of race, color, national origin, sex (including sexual orientation, transgender status, or gender**

identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law

## ENGLISH LANGUAGE LEARNERS (ELL)

The ESOL coordinator/contact person and the guidance counselor/administrator review the educational background of the transferring student to determine appropriate grade level, subject, and ESOL program placement. Parental input regarding educational background should be taken into consideration especially when transcripts, records or report cards are not readily available. Program placement is reflected in the student's schedule in FOCUS TERMS. Bilingual personnel assist the students and their families when necessary to ensure proper program/course placement.

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F.S. 1000.05, 1001.41, 1002.20, 1002.31, 1003.06

Last Modified by Brenda Davis on December 4, 2017



Book

Policy Manual

Section

Vol 17 No 2 REVISED

Title

NEW POLICY - VOL. 17, NO. 2 - CONTROLLED OPEN ENROLLMENT

Number

\*po5121 LTM 10 27 17

Status

#### **NEW POLICY - VOL. 17, NO. 2**

#### **5121 - CONTROLLED OPEN ENROLLMENT**

The School Board shall permit a program of controlled open enrollment as set forth herein and in accordance with Florida law. "Controlled open enrollment" means a public education delivery system that allows school districts to make student school assignments using parents' indicated preferential educational school choice as a significant factor. The District's controlled open enrollment program is in addition to the educational choice options provided by Policy 2271 - Articulation and Access to Florida College System Institutions; Policy 2370 - Educational Options; Policy 2370.01 - Virtual Instruction; Policy 2421 - Career and Technical Education; and Policy 9800 - Charter Schools.

#### **Components of the District's Controlled Open Enrollment Program**

The District's controlled open enrollment program:

- A. adheres to Federal desegregation requirements;
- B. allows parents to declare school preferences, including placement of siblings within the same school;
- C. provides a lottery procedure to determine student assignment and establishes an appeals process for hardship cases;
- D. affords parents of students in multiple session schools preferred access to controlled open enrollment;
- E. maintains socioeconomic, demographic, and racial balance;
- F. addresses the availability of transportation;



- G. maintains existing academic eligibility criteria for public school choice programs pursuant to Florida law;
- H. identifies schools that have not reached capacity, as determined by the District; and
- I. ensures that preferential treatment is provided to individuals as set forth in Florida law.

**Eligibility for Participation in the Controlled Open Enrollment Program**

In addition to the public school choice programs available under Florida law and provided in the District pursuant to the policies listed above, a parent of a student under the age of eighteen (18) or an eligible student who lives in the District or in any other school district in the State of Florida who is not subject to a current expulsion or suspension may seek to enroll in a public school in the District that has not reached capacity, subject to the maximum class size pursuant to F.S. 1003.03 and Section 1, Art. IX of the Florida Constitution.

In determining the capacity of each District school, the Board shall incorporate the specifications, plans, elements, and commitments contained in the District's educational facilities plan and the long-term work programs required under Florida law.

A District school shall be at "capacity"

[OPTION – Choose one of the following]

once the school has reached 90% program capacity as set forth in the Florida Inventory of School Houses (FISH)

for each of the grade levels and/or programs offered in that school.

once the number of enrolled students in a District school equals or exceeds the number of  
 permanent student stations for each of the grade levels and/or programs offered in that school,  
 seats available for each of the grade levels and/or programs offered in that school.

[END OF OPTION]

"Capacity" as defined herein is subject to program-specific enrollment limitations. Programs with enrollment limitations may include, but are not limited to, self-contained Exceptional Student Education (ESE) programs, career-tech programs, magnet programs, international baccalaureate programs, advanced placement courses, and other academic programs that require student-teacher ratios less than the maximum class size pursuant to F.S. 1003.03 and Section 1, Art. IX of the Florida Constitution

class size for specified grade level, the FISH capacity for that space.

The capacity at each public school in the District shall be identified on the District's website at www.indianriverschools.org.

The capacity information provided on the website shall be by grade level and/or school within the district, specific program offered at each District school.

**Application and Preferential Treatment and Preferential Treatment for School Choice**

Applications to participate in the District's K-12 controlled open enrollment program shall be accepted beginning on March 1st and ending on April 15 th of every calendar year. Applications are available online or in-person at each school and must be submitted no later than April 15th to Student Assignment Coordinator  in-person  online, to participate in the lottery process for the upcoming school year. All application received after April 15th will be placed on a waiting list until a seat becomes available at choice school.

Magnet school applications are accepted beginning December 1st and ending on February 1st of every calendar year. All applications received after February 1st will be placed on a waiting list.

~~[OPTION: IF DESIRED, CHOOSE ONE OF THE FOLLOWING TWO OPTIONS]~~

~~Applications received after the deadline will not be considered.~~

~~Applications received after the deadline will be processed in accordance with the late-filed applications procedures below.~~  
~~[END OF OPTION]~~

Computer access is available at each District school for parents to complete the application. Applicants will be required to identify their primary school of choice in the application, ~~including up to — alternate choices ranked in order of preference.~~ Applicants will also be required to identify specific programs, if any, in which they want to enroll at their preferred and alternate school choices.

An applicant's failure to disclose information (e.g., being subject to suspension or expulsion, having a current IEP, being assigned to a Department of Juvenile Justice program, et cetera) that would be relevant to the District's determination that the applicant could be served in a program at his/her preferred or alternate schools and therefore would be accepted shall constitute grounds for revocation of approval to enroll under this policy.

After the close of the application period and the determination of capacity at each school, the District shall conduct a lottery as described below and then process the applications according to the random numbers assigned.

Applications shall be grouped accordingly:

A. Phase 1

Applicants in this phase shall reside in the District and also qualify for preferential treatment in at least one of the following ways:

1. Dependent children of active duty military personnel whose move resulted from military orders.
2. Children who have been relocated due to a foster care placement in a different school zone.
3. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.
4. ~~Students in multiple session schools.~~ **School district employee that work full-time**

B. Phase 2

Applicants included in this phase reside in the District ~~but are entitled to no other preferential treatment.~~ **but are entitled to no other preferential treatment.**

C. Phase 3

Applicants included in this phase do not reside in the District ~~but are entitled to preferential treatment in at least one of the following ways:~~ **but are entitled to preferential treatment in at least one of the following ways:**

1. dependent children of active duty military personnel whose move resulted from military orders;
2. children who have been relocated due to a foster care placement in a different school zone;
3. children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent;
4. ~~students in multiple session schools.~~ **School district employee that work full-time.**

D. Phase 4

Applicants included in this phase are not entitled to preferential treatment under State law.

## Lottery

The lottery will be conducted by

two (2) or more staff members designated by the Superintendent.

Student Assignment Coordinator and staff member designated by Superintendent.

The lottery involves the assignment of a random number to each applicant (siblings shall be paired unless requested otherwise). Separate lotteries will be conducted for applicants in Phases 1 through 4. Random numbers will be selected, and the applications in each phase shall be placed in order of their selection.

### Review of Applications

Once the application period ends and the lottery has been conducted, the District will review all fully completed applications received by the application deadline. Consideration of applications will be based on the current capacity of each public school in the District. (See definition of "capacity" above). Only those schools identified in the application will be considered by the District.

#### A. ~~Phase 1: Applicants Residing in the District Entitled to Additional Preferential Treatment~~

The District will review the Phase 1 applications in the order assigned by means of the lottery and will attempt to honor the ranked choices of each applicant.

~~If a student's application indicates an intent to enroll in a program with enrollment limitations, the Superintendent shall determine whether the student's preferred school has a program already in place in which the student wants to enroll. If there is such a program and it is not at capacity, the student will be enrolled.~~

~~If the student's preferred school does not have capacity in the program in which the student wants to enroll, the student shall not be enrolled in that school. The Superintendent shall then determine whether any of the alternate school(s) identified in the student's application have the program in which the student wants to enroll and that program is not at capacity. If so, the District shall offer the student the opportunity to enroll in that school's program.~~

#### B. ~~If none of the student's alternate schools has capacity in the program in which s/he wants to enroll, the student will remain at the current school/program in which s/he is enrolled. If the student is transitioning to a new level of his/her academic program (i.e. from elementary school to middle school or middle school to high school), his/her assignment shall be in accordance with Policy 5120 - Assignment Within District.~~

~~This process will continue until the choices listed on each fully completed application has been honored or until all available classroom slots have been filled.~~

Approved applicants will be notified in writing and shall have **10** school days to enroll at their chosen school. If the last day for enrollment falls on a day that the school office is not open for business, the deadline shall be extended to the next day that the school office is open for business.

If, after submitting an application to participate in the District's controlled open enrollment program and **before a decision is made about the application**, a student is suspended or expelled, placed on an IEP, assigned to a Department of Juvenile Justice program, or subject to any alternate assignment as a result of his/her behavior, within **10** days the **parent/student** shall notify the District by submitting documentation related to this change in the student's status. Failure to do so shall constitute grounds for revocation of approval to enroll, if given, under this policy.

Failure to enroll by the deadline identified in the written notification shall result in an automatic revocation of the District's approval of the application. Once the deadline passes for students to enroll at their chosen school, if any capacity remains, the District will begin contacting students in order of lottery selection regarding enrollment opportunities. Applicants who have their approval revoked must submit a new application.

If capacity is reached before all applications can be reviewed and enrollment requests fulfilled, the remaining Phase 1 applications will be maintained on a waiting list in order of lottery number assigned

~~( ) until two (2) weeks before the first day of school.~~  
~~( ) until the first day of school.~~  
-  
~~( ) until \_\_\_\_\_ (date).~~

) **until applicant ages out of the terminal grade within school.**

- B. Phase 2: Applicants Residing in the District ~~Not Entitled to Additional Preferential Treatment~~  
**Not Entitled to Additional Preferential Treatment.** If capacity is available after Phase 1, the District will process applications from applicants residing in the District **not entitled to additional preferential treatment.** ~~not entitled to additional preferential treatment.~~

The District will review the Phase 2 applications in the order assigned by means of the lottery and will attempt to honor the ranked choices of each applicant.

~~If a student's application indicates an intent to enroll in a program with enrollment limitations, the Superintendent shall determine whether the student's preferred school has a program already in place in which the student wants to enroll. If there is such a program and it is not at capacity, the student will be enrolled. If the student's preferred school does not have capacity in the program in which the student wants to enroll, the student shall not be enrolled in that school.~~

~~The Superintendent shall then determine whether any of the alternate school(s) identified in the student's application have the program in which the student wants to enroll and that program is not at capacity. If so, the District shall offer the student the opportunity to enroll in that school's program.~~

~~If none of the student's alternate schools has capacity in the program in which s/he wants to enroll, the student will remain at the current school/program in which s/he is enrolled. If the student is transitioning to a new level of his/her academic program (i.e. from elementary school to middle school or middle school to high school), his/her assignment shall be in accordance with Policy 5120 - Assignment Within District.~~

This process will continue until the choices listed on each fully completed application has been honored or until all available classroom slots have been filled.

The approved applicants will be notified in writing and shall have ~~10~~  calendar days to enroll at the school where s/he has been offered the opportunity to enroll. If the last day for enrollment falls on a day that the school office is not open for business, the deadline shall be extended to the next day that the school office is open for business.

If, after submitting an application to participate in the District's controlled open enrollment program and before a decision is made about the application, a student is suspended or expelled, placed on an IEP, assigned to a Department of Juvenile Justice program, or subject to any alternate assignment as a result of his/her behavior, within ~~10~~  days the ~~parent~~ **student** shall notify the District by submitting documentation related to this change in the student's status. Failure to do so shall constitute grounds for revocation of approval to enroll, if given, under this policy.

Failure to enroll by the deadline identified in the written notification shall result in an automatic revocation of the District's approval of the application. Once the deadline passes for students to enroll at their chosen school, if any capacity remains, the District will begin contacting students in order of lottery selection regarding enrollment opportunities. Applicants who have their approval revoked must submit a new application.

] If capacity is reached before all applications can be reviewed and enrollment requests fulfilled, the remaining Phase 2 applications will be maintained on a waiting list in order of lottery number assigned

~~( ) until two (2) weeks before the first day of school.~~  
~~( ) until the first day of school.~~  
~~( ) until \_\_\_\_\_ (date).~~

) **throughout the school year**

C. Phase 3: Applicants Residing Outside the District ~~Entitled to Preferential Treatment~~ Entitled to Preferential Treatment

If capacity is available after Phases 1 and 2, the District will process applications from applicants residing outside the District who are afforded preferential treatment as set forth above.

The District will review the Phase 3 applications in the order assigned by means of the lottery and will attempt to honor the ranked choices of each applicant.

~~If a student's application indicates an intent to enroll in a program with enrollment limitations, the Superintendent shall determine whether the student's preferred school has a program already in place in which the student wants to enroll. If there is such a program and it is not at capacity, the student will be enrolled. If the student's preferred school does not have capacity in the program in which the student wants to enroll, the student shall not be enrolled in that school. The Superintendent then shall determine whether any of the alternate school(s) identified in the student's application have the program in which the student wants to enroll and that program is not at capacity. If so, the District shall offer the student the opportunity to enroll in that school's program. If none of the student's alternate schools has capacity in the program in which s/he wants to enroll, the student's application will be denied.~~

This process will continue until the choices listed on each fully completed application has been honored or until all available classroom slots have been filled.

The approved applicants will be notified in writing and shall have ~~10~~ (X) calendar days to enroll at their chosen school. If the last day for enrollment falls on a day that the school office is not open for business, the deadline shall be extended to the next day that the school office is open for business.

If, after submitting an application to participate in the District's controlled open enrollment program and before a decision is made about the application, a student is suspended or expelled, placed on an IEP, assigned to a Department of Juvenile Justice program, or subject to any alternate assignment as a result of his/her behavior, within ~~10~~ (X) days the ~~parent~~ student shall notify the District by submitting documentation related to this change in the student's status. Failure to do so shall constitute grounds for revocation of approval to enroll, if given, under this policy.

Failure to enroll by the deadline identified in the written notification shall result in an automatic revocation of the District's approval of the application. Once the deadline passes for students to enroll at their chosen school, if any capacity remains, the District will begin contacting students in order of lottery selection regarding enrollment opportunities.

Applicants who have their approval revoked must submit a new application.

(X) ] If capacity is reached before all applications can be reviewed and enrollment requests fulfilled, the remaining Phase 3 applications will be maintained on a waiting list in order of lottery number assigned

~~( ) until two (2) weeks before the first day of school.~~

~~( ) until the first day of school. ( ) until \_\_\_\_\_ (date).~~

(X) ) throughout the school year \_\_\_\_\_.

D. Phase 4: All Remaining Applicants Not Entitled to Preferential Treatment

If capacity is available after Phases 1 through 3, the District will process applications from applicants residing outside the District not entitled to preferential treatment.

The District will review the Phase 4 applications in the order assigned by means of the lottery and will attempt to honor the ranked choices of each applicant.

~~If a student's application indicates an intent to enroll in a program with enrollment limitations, the Superintendent shall determine whether the student's preferred school has a program already in place in which the student wants to enroll. If there is such a program and it is not at capacity, the student will be enrolled. If the student's preferred school~~

~~does not have capacity in the program in which the student wants to enroll, the student shall not be enrolled in that school. The Superintendent then shall determine whether any of the alternate school(s) identified in the student's application have the program in which the student wants to enroll and that program is not at capacity. If so, the District shall offer the student the opportunity to enroll in that school's program. If none of the student's alternate schools has capacity in the program in which s/he wants to enroll, the student's application will be denied.~~

This process will continue until the choices listed on each fully completed application has been honored or until all available classroom slots have been filled.

The approved applicants will be notified in writing and shall have ~~10~~  calendar days to enroll at their chosen school. If the last day for enrollment falls on a day that the school office is not open for business, the deadline shall be extended to the next day that the school office is open for business.

If, after submitting an application to participate in the District's controlled open enrollment program and before a decision is made about the application, a student is suspended or expelled, placed on an IEP, assigned to a Department of Juvenile Justice program, or subject to any alternate assignment as a result of his/her behavior, within ~~10~~  days the ~~parent~~ ~~student~~ shall notify the District by submitting documentation related to this change in the student's status. Failure to do so shall constitute grounds for revocation of approval to enroll, if given, under this policy.

Failure to enroll by the deadline identified in the written notification shall result in an automatic revocation of the District's approval of the application. Once the deadline passes for students to enroll at their chosen school, if any capacity remains, the District will begin contacting students in order of lottery selection regarding enrollment opportunities. Applicants who have their approval revoked must submit a new application.

If capacity is reached before all applications can be reviewed and enrollment requests fulfilled, the remaining Phase 4 applications will be maintained on a waiting list in order of lottery number assigned

~~( ) until two (2) weeks before the first day of school. ( ) until the first day of school. ( ) until \_\_\_\_\_ (date).~~

~~Throughout the school year~~.

### Appeals

Applicants who are not accepted for enrollment may appeal to ~~[ ] the Superintendent~~  ~~Student Assignment Coordinator~~ within ~~10 school days~~ ~~calendar days~~ of receipt of the District's notice advising them that their application was denied. ~~Appeals are only accepted if the applicant meets a hardship criteria. If the last day for appeal falls on a day that the school office is not open for business, the deadline shall be extended to the next day that the school office is open for business.~~

The appeal must be submitted in writing, must be based on hardship, and must include as much detail as possible regarding the hardship. Appeals will be considered by ~~Superintendent~~ ~~[ ] the Superintendent~~ ~~[ ]~~ and the decision of ~~[ ] the Superintendent~~ ~~[ ]~~ ~~Superintendent~~ is final.

Applicants will be notified in writing of  ~~the Superintendent's~~  ~~Student Assignment Coordinator~~'s decision.

"Hardship" includes, but is not limited to, the following:

- medical and/or psychological matters
- law enforcement matters
- employment needs
- any other circumstances demonstrating a hardship
- \_\_\_\_\_

[OPTIONAL SECTION]

**Late-Filed Applications filed after April 16**

Applications received after **April 16 will be placed on the waiting list in order of the date received. the application deadline will be reviewed and considered after processing all applications in Phases 1 through 4, as well as the deadline for appeals. Late filed applications will be approved only if a hardship exists and there is capacity in the school(s) that the student has listed as his/her preference(s) on the application. Late filing applicants who are not accepted for enrollment may appeal to \_\_\_\_\_ within \_\_\_\_\_ calendar days of receipt of the District's notice advising them that their application was denied. If the last day for appeal falls on a day that the school office is not open for business, the deadline shall be extended to the next day that the school office is open for business. The appeal must be submitted in writing, must be based on hardship, and must include as much detail as possible regarding the hardship. Appeals will be considered by  and the decision of  the Superintendent  \_\_\_\_\_ is final. Applicants will be notified in writing of the \_\_\_\_\_'s decision. No applications will be accepted after \_\_\_\_\_.**

**[END OF OPTIONAL SECTION]**

**Students Residing in the District**

Students residing in the District (including charter school students) will not be displaced by a student from another school district seeking enrollment under the District's controlled open enrollment program.

**Completion of Highest Grade Level**

A student who enrolls in the District through the District's controlled open enrollment program may remain at his/her current school until completion of the highest grade at the school.

After completing the highest grade at the school, a student who resides in another school district and wants to transition to the next level of the academic program in this District must reapply for enrollment through the controlled open enrollment program.

After completing the highest grade at the school, a student who resides in the District and wants to transition to the next level of the academic program at a school other than the one to which s/he would be assigned in accordance with Policy 5120 - Assignment Within the District must reapply for enrollment at his/her preferred school, as well as (an) alternate school(s), through the controlled open enrollment program.

**Maintaining Appropriate Socioeconomic, Demographic, and Racial Balance**

Given our diverse society and the importance of preparing students for education, work, and citizenship, the Board is committed to providing students with equal educational opportunities, promoting educational diversity in the District, and providing students with the educational benefits of a diverse student body. To that end, should a concern arise regarding socioeconomic, demographic, or racial balance in one or more of the District's schools, the Superintendent shall consult with legal counsel to determine the appropriate steps that should be taken, including, but not limited to, any necessary policy revisions and other actions necessary to comply with Florida and Federal law. The Superintendent shall then make the appropriate recommendations to the Board. (  ) It should be noted that as of XXXX January 23, 2018 [insert date policy was adopted/revised] there are no racially isolated buildings within the School District.

**Transportation**

**[CHOOSE ONE THE FOLLOWING TWO OPTIONS]**

**[OPTION 1]**

The District does not provide transportation to students enrolling under this policy unless otherwise required by State or Federal laws.

**[END OF OPTION 1]**

**[OPTION 2]**

~~[ ] Subject to seating availability and after taking into account the transportation needs of students currently attending District schools, the District may provide transportation to students under this policy on an established bus route to and from the school to which they have been granted admission unless otherwise required by State or Federal laws.  
[END OF OPTION 2]~~

#### **Interscholastic and Intra-scholastic Extracurricular Activities**

A student who enrolls in the District through the District's controlled open enrollment program is immediately eligible to participate in interscholastic and intra-scholastic extra-curricular activities; however, a student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets one (1) of the following criteria:

- A. Dependent children of active duty military personnel whose move resulted from military orders.
- B. Children who have been relocated due to a foster care placement in a different school zone.
- C. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.
- D. Authorized for good cause.

"Good cause" is defined in Policy 2431.01 – Participation by Transfer Students.

A student who believes "good cause" exists must submit a written request to **principal** identifying the facts and circumstances the student believes establishes "good cause". The Superintendent will consider the written request and make a recommendation to the Board during a publicly noticed meeting.

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Legal

Section 1, Art. IX, Florida Constitution

F.S. 1002.20

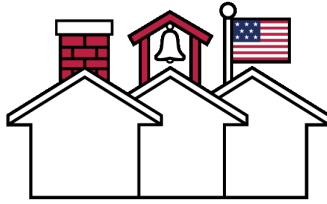
F.S. 1002.31

F.S. 1003.03

F.S. 1013.35

Last Modified by Brenda Davis on December 4, 2017





Book Policy Manual  
 Section Vol 17 No 2 REVISED  
 Title Policy Title  
 Number \* po5517.01 LTM 10 27 17  
 Status

**Unless a specific policy has been amended and the date the policy was revised is noted at the bottom of that policy, the bylaws and policies of The School Board of Indian River County were adopted on August 13, 2013.**

#### 5517.01 - BULLYING AND HARASSMENT

The School Board is committed to providing an educational setting and workplace that is safe, secure, and free from bullying and harassment for all students and employees.

The Board will not tolerate unlawful bullying and harassment of any type. Conduct that constitutes bullying and harassment, as defined herein, is prohibited:

- A. during any education program or activity conducted by the District;
- B. during any school-related or school-sponsored program or activity, or on a District school bus, or at a ~~of the~~ District school bus stop;
- C. through the use of data or computer software that is accessed through a computer, computer system, or computer network within the scope of the District; or
- D. through the use of data or computer software that is accessed at a nonschool-related location, activity, function, or program or through the use of technology or an electronic device that is not owned, leased, or used by the District or school, if the bullying substantially interferes with or limits the victim's ability to participate in or benefit from the services, activities, or opportunities offered by the District or school or substantially disrupts the education process or orderly operation of a school.

This policy has been developed and reviewed in consultation with District students, parents, teachers, administrators, school staff, school volunteers, community representatives, and local law enforcement agencies as prescribed in F.S. 1006.147 and in conformity with the Florida Department of Education (FLDOE) revised Model Policy (July 2013).

Pursuant to State law, District students, parents, teachers, administrators, school staff, school volunteers, community representatives, and local law enforcement agencies shall be involved in the review of this policy. After the revised policy has been adopted, it shall be submitted to the Florida Department of Education, ~~not later than [x] September 30th [x] 2019 (date).~~

~~[NOTE: In a memo dated April 22, 2016, FLDOE announced a deadline of September 30, 2016 for submission of the revised bullying policy.]~~

This review process shall be conducted not less than every three (3) years thereafter.

The Superintendent shall develop a comprehensive plan intended to prevent bullying and harassment and to cultivate the school climate so as to appropriately identify, report, investigate, and respond to situations of bullying and

harassment as they may occur on school grounds, at school-sponsored events, and through school computer networks. Implementation of the plan by each principal will be ongoing throughout the school year and will be integrated with the school curriculum, the bullying and prevention program, District disciplinary policies, and violence prevention efforts.

#### Definitions

"Bullying" includes "cyberbullying" and means systematically and chronically inflicting physical hurt or psychological distress on one (1) or more students or employees. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. physical violence;
- G. theft;
- H. sexual, religious, or racial harassment;
- I. public or private humiliation; or
- J. destruction of property; and
- K. social exclusion.

"Cyberbullying" means bullying through the use of technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including, but not limited to, electronic mail, Internet communications, instant messages, or facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one (1) person or the posting of material on an electronic medium that may be accessed by one (1) or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.

"Cyberstalking" means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
- C. has the effect of substantially disrupting the orderly operation of a school.

"Bullying" and "harassment" also encompass:

- A. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is

considered retaliation.

B. Perpetuation of conduct listed in the definition of bullying and/or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by:

1. incitement or coercion;
2. accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system; or
3. acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

"Harassment" also means electronically transmitted acts (i.e., internet, e-mail, cellular telephone, personal digital assistance (PDA), or wireless hand-held device) that a student(s) or a group of students exhibits toward another particular student(s) and the behavior both causes mental and physical harm to the other student and is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student(s).

#### Sexual Cyberharassment

Pursuant to Florida law, "sexual cyberharassment" means to publish a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person to an Internet website without the depicted person's consent, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Sexual cyberharassment may be a form of sexual harassment.

"Within the scope of the District" means regardless of ownership, any computer, computer system, or computer network that is physically located on school property or at a school-related or school-sponsored program or activity.

#### Expected Behavior

The District expects students to conduct themselves in keeping with their levels of development, maturity, and demonstrated capabilities with a proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment.

Such behavior is essential in maintaining an environment that provides each student the opportunity to obtain a high quality education in a uniform, safe, secure, efficient, and high quality system of education.

The standards for student behavior shall be set cooperatively through interaction among students, parents/guardians, staff, and community member, producing an atmosphere that encourages students to grow in self-discipline. The development of such an atmosphere requires respect for self and others, as well as for District and community property on the part of students, staff, and community members. School administrators, faculty, staff, and volunteers serve as role models for students and are expected to demonstrate appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment or bullying.

The District shall provide for appropriate recognition and positive reinforcement for good conduct, self-discipline, good citizenship, and academic success.

#### Consequences

Consequences and appropriate remedial action for students who commit acts of bullying or harassment or found to have wrongfully and intentionally accused another as a means of bullying or harassment may range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the Code of Student Conduct.

Consequences and appropriate remedial action for a school employee found to have committed an act of bullying or harassment or found to have wrongfully and intentionally accused another as a means of bullying or harassment shall include discipline in accordance with District policies, administrative procedures, and the collective bargaining agreement. Egregious acts of harassment by certified educators may result in a sanction against an educator's State-issued certificate. (See the Principles of Professional Conduct of the Education Profession in Florida - F.A.C. 6A-10.081)

Consequences and appropriate remedial action for a visitor or volunteer found to have committed an act of bullying or harassment or found to have wrongfully and intentionally accused another as a means of bullying or harassment shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

#### Procedure for Reporting

The Board designates the principal as the person responsible for receiving all alleged acts of bullying. Any student or student's parent/guardian who believes s/he has been or is the victim of bullying or harassment should immediately report the situation to the school principal. Complaints against the principal should be filed with the Superintendent. Complaints against the Superintendent should be filed with the Board Chair.

All school employees are required to report alleged violations of this policy and alleged acts of bullying and harassment to the principal

or as described above. The alleged violations and acts must be reported by school employees to the principal within twenty-four (24) hours.

All other members of the school community, including students, parents, volunteers, and visitors, are encouraged to report any act that may be a violation of this policy to the principal or as described above.

Written and oral reports shall be considered official reports. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.

The principal shall establish and prominently publicize to students, staff, volunteers, and parents the procedure for reporting bullying and how such a report will be acted upon. A victim of bullying and/or harassment, anyone who witnessed the act, and anyone who has credible information that an act of bullying and/or harassment has taken place may file a report.

#### Procedure for Investigation

The investigation of a reported act of bullying or harassment is deemed to be a school-related activity and begins with a report of such an act. Incidents that require a reasonable investigation when reported to appropriate school authorities shall include alleged incidents of bullying or harassment allegedly committed against a child while the child is enroute to school aboard a school bus or at a school bus stop.

All complaints about bullying and/or harassment that may violate this policy shall be promptly investigated by an individual, designated by the principal, who is trained in investigative procedures. Documented interviews of the victim, alleged perpetrator, and witnesses shall be conducted privately and shall be confidential. The investigator may not be the accused perpetrator or victim. At no time shall the accused perpetrator and victim be interviewed together. The investigator shall collect and evaluate the facts including, but not limited to, the following:

- A. a description of the incident, the nature of the behavior, and the context in which the incident occurred;
- B. how often the conduct occurred;
- C. whether there were past incidents or past continuing patterns of behavior;
- D. the relationship between the parties involved;
- E. the characteristics of the parties involved;
- F. the identity of the alleged perpetrator, including whether the individual was in a position of power over the individual allegedly subjected to bullying or harassment;
- G. the number of alleged bullies/harassers;
- H. the age of the alleged bully/harasser;
- I. where the bullying and/or harassment occurred;
- J. whether there have been other incidents in the school involving the same or other students;
- K. whether the conduct adversely affected the student's education or educational environment;
- L. the date, time, and method in which the parent(s) of all parties involved were contacted.

In accordance with State law, District staff may monitor as part of any bullying or harassment investigation any nonschool-related activity, function, or program.

If, during an investigation of reported acts of bullying and/or harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on race, color, national origin, sex (including sexual orientation, transgender status, or gender identity), disability (including HIV, AIDS, or

sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively "protected classes"), the principal or his/her designee will report the act of bullying and/or harassment to one (1) of the Compliance Officers so that it may be investigated in accordance with the procedures set forth in Policy 5517 - Anti-Harassment.

Upon the completion of the investigation to determine whether or not a particular action or incident constitutes a violation of the policy, the designated individual who has conducted the investigation shall make a determination based on all the facts and surrounding circumstances and shall include:

- A. a recommendation of remedial steps necessary to stop the bullying and/or harassing behavior; and
- B. a written report to the principal.

A maximum of ten (10) days should be the limit for the completion of the investigative procedural steps and submission of the incident report. While ten (10) days is the expectation for completion of the investigative procedural steps, more time may be needed based on the nature of the investigation and the circumstances affecting that investigation. The investigator shall document in his/her report the reasons for needing additional time beyond ten (10) days. The highest level of confidentiality possible shall be provided regarding the submission of a complaint or a report of bullying and/or harassment and for the investigative procedures that are employed.

The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action initiated pursuant to this policy.

#### Scope

The investigator will provide a report on the results of the investigation with recommendations for the principal to make a determination if an act of bullying or harassment falls within the scope of District authority. Computers without web-filtering software or computers with web-filtering software that is disabled shall be used when complaints of cyberbullying are investigated. If the action is within the scope of the District, District procedures for investigating bullying and/or harassment shall be followed. If the action is outside the scope of the District, and believed to be a criminal act, the action shall be referred to the appropriate law enforcement agency. If the action is outside the scope of the District and believed not a criminal act, the principal shall inform parents/guardians of all minor parties.

#### Parent Notification

The principal shall report the occurrence of an incident of bullying as defined by District policy to the parent/guardian of all students known to be involved in the incident on the same day an investigation of the incident has been initiated. Notification shall be by telephone or by personal conference and in writing by first-class mail and shall be consistent with the student privacy rights under applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). The notice shall advise the individuals involved of their respective due process rights including the right to appeal any resulting determination or action to the State Board of Education.

If the bullying incident results in the perpetrator being charged with a crime, the principal shall inform by first class mail or by telephone the parent/guardian of the identified victim(s) involved in the bullying incident about the Unsafe Schools Choice Option (No Child Left Behind (NCLB), Title IX, Part E, Subpart 2, Section 9532) that states, in pertinent part, as follows:

"....a student attending a persistently dangerous public elementary school or secondary school, as determined by the State in consultation with a representative sample of local educational agencies, or who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary school or secondary school within the local educational agency, including a public charter school."

Upon the completion of the investigation and if criminal charges are to be pursued against the perpetrator, the appropriate law enforcement agencies shall be notified by telephone and/or in writing.

#### Counseling Referral

The District shall provide a referral procedure for intervening when bullying or harassment is suspected or when a bullying incident is reported. The procedure will include:

- A. a process by which the teacher or parent may request informal consultation with school staff (e.g., school counselor, school psychologist, etc.) to determine the severity of concern and appropriate steps to address the concern;
- B. a referral process to provide professional assistance or services that may include a process by which school personnel or parent/guardian may refer a student to the school intervention team (or equivalent school-based team with a problem-solving focus) for consideration of appropriate services (parent/guardian involvement is required at this point); or  
If a formal discipline report or formal complaint is made, the principal must refer the student(s) to the school intervention team for determination of counseling support and interventions (parent/guardian is required at this point).

C. a school-based action to address intervention and assistance as determined appropriate by the intervention team that includes:

1. counseling and support to address the needs of the victim(s) of bullying or harassment;
2. interventions to address the behavior of students who bully and harass others (e.g., empathy training, anger management, etc.);
3. interventions which include assistance and support for parents, as may be deemed necessary or appropriate.

#### Data Report

The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data as prescribed. If a bullying (including cyberbullying) and/or harassment incident occurs it will be reported in SESIR, coded appropriately using the relevant incident code and the related element code. Discipline and referral data will be recorded in Student Discipline/Referral Action Report and Automated Student Information System. In a separate section, the District shall include each alleged incident of bullying or harassment that does not meet the criteria of a prohibited act under this policy with recommendations regarding such incidents.

The District will provide bullying incident, discipline, and referral data to the Florida Department of Education (FLDOE) in the format requested, through Surveys 2, 3, and 5 from Education Information and Accountability Services, and at designated dates provided by the Department. Data reporting on bullying, harassment, unsubstantiated bullying, unsubstantiated harassment, sexual harassment, and threat/intimidation incidents, as well as any bullying-related incidents that have as a basis sex, race, or disability should include the incident basis. Victims of these offenses should also have the incident basis (sex, race, or disability) noted in their student record.

#### Training and Instruction

Students, parents, teachers, school administrators, counseling staff, and school volunteers shall be provided training and instruction, at least annually, on the District's policy and administrative procedures regarding bullying and harassment. The instruction shall include evidence-based methods of preventing bullying and harassment, as well as information about how to effectively identify and respond to bullying in schools. Instruction regarding bullying, harassment, and the District's violence prevention and school safety efforts shall be integrated into District curriculum at the appropriate grade levels. The training and instruction shall include recognizing behaviors that lead to bullying and harassment and taking appropriate preventative action based on those observations. The programs of training and instructional authorized by the District shall include, but not limited to,:

##### A. Character Counts

CHARACTER COUNTS! is a framework, not a scope and sequence program nor a curriculum. It provides practical strategies and tools to braid CC! strategies with other programs such as PBIS to foster positive climate change to produce exceptional results in the academic, social, emotional and character development domains by infusing six (6) core ethical and performance values and traits into the DNA of your organization.

##### B. Character Education

Comprehensive character education addresses many tough issues in education while developing a positive school climate. It can be effective in any school setting, as our National Schools of Character demonstrate. Educators from this diverse array of schools have transformed their school cultures, reduced discipline referrals, increased academic achievement for all learners, developed global citizens, and improved job satisfaction and retention among teachers.

##### C. Common Sense K-12 Digital Citizenship

Our comprehensive curriculum is designed to empower students to think critically, behave safely, and participate responsibly in our digital world. From lesson plans, videos, student interactives, and assessments, to professional learning and family outreach materials, our turnkey curriculum provides schools with everything they need to take a whole-community approach to digital citizenship.

##### D. Creating a Safe and Respectful Environment in Our Nation's Classrooms (for teachers)

This training toolkit is made up of two modules to address bullying in classrooms. Specifically, it is designed to assist teachers in cultivating meaningful relationships with students while creating a positive climate in the classroom.

##### E. Creating a Safe and Respectful Environment on Our Nation's School Buses (for bus drivers)

This training toolkit is made up of two modules to address bullying on school buses. Specifically, it is designed to assist school bus drivers in cultivating meaningful relationships with students while creating a positive climate on the bus.

#### F. Monique Burr Foundations for Children, Inc.'s Child Safety Matters

Child Safety Matters is a comprehensive, developmentally appropriate, effective prevention and research based program. This practical and affordable program helps protect students from bullying, cyberbullying, digital abuse, and all types of child abuse.

#### G. PBS/PBIS (Positive Behavior Support/Positive Behavioral Interventions & Supports)

Positive Behavior Interventions and Supports (PBIS) is a proactive approach to establishing the behavioral supports and social culture and needed for all students in a school to achieve social, emotional and academic success. Attention is focused on creating and sustaining primary (school-wide), secondary (classroom), and tertiary (individual) systems of support that improve lifestyle results (personal, health, social, family, work, recreation) for all youth by making targeted misbehavior less effective, efficient, and relevant, and desired behavior more functional.

#### H. Project Wisdom

Project Wisdom is one of the oldest and most respected character education programs in the nation. Our program is currently licensed in over 17,000 schools nationwide. There are three (3) key components to this nationally-recognized, proven-effective program that comprise our approach to character education. Each component supports the other.

##### 1. For the Campus

Project Wisdom Online Library of Broadcast Messages The centerpiece of the program is a series of thought-provoking inspirational messages that are narrated over your PA or in-house television system. In just one (1) minute a day, you can reach every student and every staff member with a few words of wisdom that will uplift and promote a more positive and effective school climate. Series 1 comes with one (1) year of online access to 200+ proven-effective broadcast messages, enough for an entire school year. You and your staff will also have access to messages batched by weekly or monthly themes, weekly journal pages, quotation booklets, parent resources, white papers, and more.

##### 2. For the Classroom

You and your entire staff will have access for one (1) year to our highly-rated and easy-to-implement online collection of lesson plans. These materials help students build character and develop social-emotional competencies while addressing important and relevant issues such as bullying, cheating, and academic achievement. Each plan contains thought-provoking discussion generators and follow-up activities for each grade level (elementary) or core academic area (secondary).

##### 3. For Educators

Professional support and Just For You messages. Every registered user will be sent by email during the school year the following professional support: 1) a weekly Just for You message. These concise, thought-provoking messages are written to foster professionalism, promote ethical and caring leadership, boost morale, and improve classroom management. 2) Easy-to-implement, high-quality character education materials. 3) Best practices and uplifting stories shared by educators just for educators (Teacher's Story).

#### A. Second Step

Set a foundation for social and academic success by teaching the Second Step program. Then build on those fundamentals with the Bullying Prevention Unit for grades K-5, with training for all school staff and lessons for students.

#### B. Teen Dating Violence Curricula /Florida Coalition Against Domestic Violence (FCADV)

The three (3) resource curricula address all of the components that must be covered as a part of students' comprehensive health education according to F.S. 1003.42. The statutory requirements addressed in the curricula include: the definition of dating violence and abuse, warning signs of dating violence and abusive behavior, characteristics of healthy relationships, measures to prevent and stop dating violence and abuse and community resources available to victims of dating violence and abuse. In addition, each session addresses up to fifteen (15) FLDOE health education benchmarks. The three (3) curricula are to be implemented in age groupings: seventh and eighth grades, ninth and tenth grades and eleventh and twelfth grades. All three (3) curricula have eight (8) forty-five (45) minute sessions. However, the curricula may be used in a three (3), five (5), or eight (8) session format.

#### C. Bullying Recognition & Response

The goal of this course is to help school staff members understand more about bullying behavior, as well as their obligations to help prevent bullying. Topics covered include bullying basics, identifying bullying behavior, how bullying works, and effective ways to address the problem.

#### Victim's Parent Reporting

The principal shall report the occurrence of an incident of bullying as defined herein to the parent/guardian of students known to be involved in the incident on the same day an investigation of the incident has been initiated. Notification shall be by telephone and in writing by first-class mail and shall be consistent with the student privacy rights under applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). According to the level of infraction, the victim's parents will be notified by telephone and/or in writing of actions being taken to protect the child; the frequency of notification will depend on the seriousness of the bullying or harassment incident.

#### Policy Publication

At the beginning of each school year, the Superintendent shall, in writing, inform school staff, parents/guardians/other persons responsible for the welfare of a student of the District's student safety and violence prevention policy. The District shall provide notice to students and staff of this policy in the Code of Student Conduct, employee handbooks, and via the District's official website. The Superintendent will also provide such notification to all District contractors.

Each principal shall implement a process for discussing, at least annually, the District policy on bullying and harassment with students in a student assembly or other reasonable format. Reminders of the policy and bullying prevention messages will be displayed, as appropriate, at each school and at District facilities.

#### Immunity

A school employee, school volunteer, students, parent/guardian, or other persons who promptly reports in good faith an act of bullying or harassment to the appropriate school official and who makes this report in compliance with the procedures set forth in District policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.

Submission of a good faith complaint or report of bullying or harassment will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments. Such immunity from liability shall not apply to any school

employee, school volunteer, student, parent/guardian, or other person determined to have made an intentionally false report about harassment, intimidation, and/or bullying.

#### Privacy/Confidentiality

The School District will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under this policy and its related administrative procedures shall be maintained as confidential to the extent permitted by law.

#### Retaliation/False Charges

Retaliation against any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry under this policy is prohibited. Such retaliation shall be considered a serious violation of Board policy and independent of whether a complaint is substantiated. False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions. Suspected retaliation should be reported in the same manner as aggressive behavior and/or bullying.

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Nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

F.S. 110.1221, 784.048, 1002.20, 1006.13, 1006.147

Florida Department of Education Revised Model Policy (July 2013)

No Child Left Behind (NCLB), Title IX, Part E, Subpart 2, Section 9532

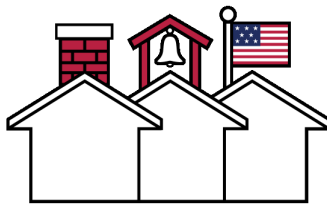


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Revised 3/4/14 Revised 4/12/16 Revised 11/22/16

Last Modified by Frankie St James on November 14, 2017



Book Policy Manual  
 Section Vol 17 No 2 REVISED  
 Title PROCUREMENT – FEDERAL GRANTS/FUNDS  
 Number \*po632511-8-2017 CGM  
 Status  
 Adopted November 22, 2016

### 6325 - **PROCUREMENT – FEDERAL GRANTS/FUNDS**

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, School Board policies, and administrative procedures.

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317-.326) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AP 6320A.

[The District shall take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible in accordance with 2 C.F.R. 200.321.](#)

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1129, Policy 3129, and Policy 4129 – Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

#### **Competition**

All procurement transactions shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgement. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business
- B. unnecessary experience and excessive bonding requirements
- C. noncompetitive contracts to consultants that are on retainer contracts
- D. organizational conflicts of interest

E. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement

F. any arbitrary action in the procurement process

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; or (2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms, or products to acquire goods and services, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list annually.

The District shall require that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

### **Procurement Methods**

The District shall utilize the following methods of procurement:

#### **A. Micro-purchases**

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$5,000. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

#### **B. Small Purchases**

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$50,000. Small purchase procedures require that price or rate quotations shall be obtained pursuant to School Board Policy 6320.

#### **C. Sealed Bids**

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to \$50,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$50,000.

In order for sealed bidding to be feasible, the following conditions shall be present:

1. a complete, adequate, and realistic specification or purchase description is available;
2. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

1. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.

2. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
3. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
4. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
5. The Board reserves the right to reject any or all bids for sound documented reason.

#### D. Competitive Proposals

Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
2. Proposals shall be solicited from an adequate number of sources.
3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

#### E. Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. the item is available only from a single source
2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
3. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
4. after solicitation of a number of sources, competition is determined to be inadequate

#### **Contract/Price Analysis**

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$50,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

#### **Time and Materials Contracts**

The District uses a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

### **Suspension and Debarment**

The District will awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at [www.sam.gov](http://www.sam.gov); collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

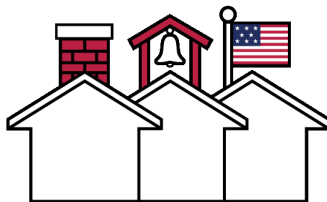
### **Maintenance of Procurement Records**

The District maintains records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection, or rejection, and the basis for the contract price (including a cost or price analysis).

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Last Modified by Frankie St James on November 14, 2017



Book Policy Manual  
 Section Vol 17 No 2 REVISED  
 Title NEW POLICY - VOL. 17, NO. 2 - LEGAL SERVICES FOR EMPLOYEES, OFFICERS, AND PUBLIC OFFICIALS  
 Number \*po6490 11-8-2017 cgm  
 Status

### **NEW POLICY - VOL. 17, NO. 2**

#### **6490 - LEGAL SERVICES FOR EMPLOYEES, OFFICERS, AND PUBLIC OFFICIALS**

The School Board recognizes that there may be times when employees, officers and public officials of the Board may be subjected to civil or criminal actions. This policy shall govern payment for legal services.

#### **Legal Services for Employees and Officers**

In accordance with Florida law, the Board:

##### **OPTION 1**

~~[ ] shall provide legal services when officers and employees of the Board are charged with civil or criminal actions arising out of and in the course of the performance of their assigned duties and responsibilities. In any case in which an officer or employee pleads guilty or nolo contendere or is found guilty of any such action, the officer or employee shall reimburse the Board for any legal services supplied by the Board.~~

##### **END OF OPTION 1**

##### **OPTION 2**

**[X]** may provide legal services when officers and employees of the Board are charged with civil or criminal actions arising out of and in the course of the performance of their assigned duties and responsibilities.

In any case in which an officer or employee pleads guilty or nolo contendere or is found guilty of any such action, the officer or employee shall reimburse the Board for any legal services supplied by the Board.

If the Board elects not to provide legal services, the Board shall provide for reimbursement of reasonable expenses for legal services for officers and employees who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities upon successful defense by the employee or officer.

##### **END OF OPTION 2**

#### **Judgments Against Employees and Officers**

In accordance with Florida law, the Board:

##### **OPTION 1**

~~[ ] shall reimburse an officer or employee of the Board for any judgment which may be entered against him or her in a civil action arising out of and in the course of the performance of his or her assigned duties and responsibilities while serving a public purpose.~~

##### **END OF OPTION 1**

##### **OPTION 2**

**[X]** may reimburse an officer or employee of the Board for any judgment which may be entered against him or her in a civil action arising out of and in the course of the performance of his or her assigned duties and responsibilities while serving a public purpose.

**END OF OPTION 2****Board Members and [ ] Elected Superintendents**

The Board recognizes that public officials are entitled to legal representation at public expense to defend themselves against litigation arising from the performance of their official duties while serving a public purpose.

Accordingly, Board members [ ] or the elected Superintendent:

**OPTION 1**

[ ] may request that the Board pay for legal representation to defend him/her against litigation or other proceedings (where civil or criminal liability may be imposed) during the pendency of the litigation or other proceeding(s) so long as their conduct arose out of or in connection with the performance of their official duties while serving a public purpose.

In accordance with this policy, in order to receive payment for legal representation (i.e. reasonable attorney's fees) during the pendency of any litigation or proceeding as set forth above, the Board member [ ] or the elected Superintendent must file with the Clerk of the Board a notarized affidavit under oath that includes the following information:

- A. the name of the Board member [ ] or the elected Superintendent;
- B. a statement that the Board member [ ] or the elected Superintendent is of sound mind and competent to testify to the matters set forth in the affidavit;
- C. a statement that the information in the affidavit is based on the Board member's [ ] or the elected Superintendent's personal knowledge and that the affidavit was given voluntarily, freely and truthfully without any threat of coercion or promise of reward;
- D. if the Board member [ ] or the elected Superintendent seeks payment of reasonable attorney's fees for pending litigation, the affidavit must identify the parties involved in the litigation, the court or tribunal where the action is pending, and copy of the complaint or pleading initiating the litigation;
- E. if the Board member [ ] or the elected Superintendent seeks payment of reasonable attorney's fees for a pending proceeding other than litigation, the affidavit must include a detailed description of the proceeding sufficient to identify the individuals and/or entities involved and the nature of the proceeding;
- F. a description of the official duties that were performed by the Board member [ ] or the elected Superintendent upon which the litigation and/or proceeding is based; and
- G. a description of the public purpose the Board member [ ] or the elected Superintendent was serving when s/he performed his/her official duties.

Upon receipt of the Board member's [ ] or the elected Superintendent's notarized affidavit and verification by [ ] the Superintendent or, in the case of the Superintendent, the Board attorney [ ] the Board attorney [ ] \_\_\_\_\_ that all pertinent information is included in that affidavit, payment shall be provided as follows:

- A. The Board shall pay up to \$ \_\_\_\_\_ for reasonable attorney's fees incurred during the pendency of litigation and/or other proceedings. Payment shall not be made until written invoices are provided to the Board identifying the date legal representation was provided, the time incurred on each date representation was provided, and the amount sought. Payment will only be made for legal representation directly related to defending the Board member's [ ] or the elected Superintendent's conduct that arose out of or in connection with the performance of their official duties while serving a public purpose.
- B. Payment of reasonable attorney's fees incurred in excess of \$ \_\_\_\_\_ shall not be provided until after the conclusion of the litigation and/or other proceedings and will be provided on a reimbursement basis only.

In order for reimbursement to be provided, the Board member [ ] or the elected Superintendent must demonstrate that (1) s/he was successful in his/her defense against the charges against him/her and (2) the litigation or other proceeding(s) (where civil or criminal liability may be imposed) arose out of or in connection with the performance of the his/her official duties while serving a public purpose.

Within thirty (30) days from the conclusion of the litigation or other proceedings, the Board member [ ] or the elected Superintendent must submit a final invoice to the Board identifying all dates legal representation was provided, the time incurred on each date representation was provided, and the amount sought. Payment will only be made for legal representation directly related to defending the Board member's [ ] or the elected Superintendent's conduct that arose out of or in connection with the performance of their official duties while serving a public purpose.

No reimbursement will be provided for invoices submitted more than thirty (30) days from the date the litigation or other proceedings concludes.

The Board shall not pay for legal representation if the Board member [ ] or elected Superintendent pleads guilty or nolo contendere or is found guilty of any such action in connection with the litigation and/or other proceedings. Additionally, the Board member [ ] or elected Superintendent shall reimburse the Board for any payment previously made for legal services if the

~~Board member  or elected Superintendent pleads guilty or nolo contendere or is found guilty of any such action in connection with the litigation and/or other proceedings~~

~~END OF OPTION 1~~

## OPTION 2

may request that the Board reimburse them for reasonable attorney's fees incurred in defending themselves against litigation or other proceedings (where civil or criminal liability may be imposed) so long as their conduct arose out of or in connection with the performance of their official duties while serving a public purpose.

Within thirty (30) days from the conclusion of the litigation or other proceedings, the public official must submit a final invoice to the Board identifying all dates legal representation was provided, the time incurred on each date representation was provided, and the amount sought. Payment will only be made for legal representation directly related to defending the public official's conduct that arose out of or in connection with the performance of their official duties while serving a public purpose. No reimbursement will be provided for invoices submitted more than thirty (30) days from the date the litigation or other proceedings concludes.

The Board shall not pay for legal representation if the Board member  or elected Superintendent pleads guilty or nolo contendere or is found guilty of any such action in connection with the litigation and/or other proceedings.

~~END OF OPTION 2~~

### Judgments Against Board Members and Elected Superintendents

Payment of judgments rendered against Board members  or elected Superintendent shall be made in accordance with Florida law.

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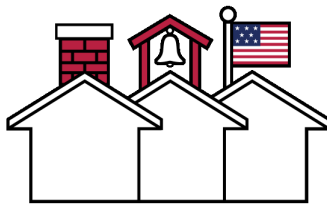
[F.S. 1001.43](#)

[F.S. 1013.46](#)

Cross References [po6326 - BID PROTESTS](#)

Last Modified by Frankie St James on November 14, 2017





Book Policy Manual  
 Section Vol 17 No 2 REVISED  
 Title REVISED POLICY - VOL. 17, NO. 2 - FUNDING FOR PROMOTION, PUBLIC RELATIONS, AND HOSPITALITY  
 Number \*po6685 11-8-2017 cgm  
 Status

### **REVISED POLICY - VOL. 17, NO. 2**

#### **6685 - FUNDING FOR PROMOTION, PUBLIC RELATIONS, AND HOSPITALITY**

The School Board authorizes the expenditure of funds that are derived from auxiliary enterprises and undesignated gifts, up to the limit set by the of State Board of Education Regulations, for the purpose of promotion, public relations, and hospitality of business guests provided such purpose is designed to be directly beneficial to and in the best interest of the District.

Such activities may include but not be limited to:

- activities involving graduation;
- visiting committees;
- orientation and work conferences;
- recruitment of employees;
- official meetings and receptions;
- guest speakers;
- accreditation studies; and
- other developmental activities, awards or other types of recognition for meritorious performance.

Pursuant to State Board of Education regulations, funds from auxiliary enterprises will be defined as profits from enterprise type activities of the District, excluding food service activities, which may include, but are not limited to, vending machines, supply stores, and other internal account funds profits not specifically designated for student or school-level purposes.

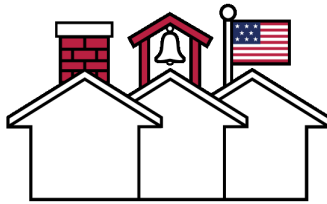
#### **Prohibitions on Expenditures**

The Board prohibits the expenditure of general K-12 funds for any purchases that are not directly related to students. Any expenditures of Board funds must be authorized by law.

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Last Modified by Frankie St James on November 14, 2017



Book Policy Manual  
 Section District Requested with Vol 17 No 2  
 Title FACILITIES PLANNING  
 Number \*po7100 bd 08 10 17  
 Status

**Unless a specific policy has been amended and the date the policy was revised is noted at the bottom of that policy, the bylaws and policies of The School Board of Indian River County were adopted on August 13, 2013.**

### **7100 - FACILITIES PLANNING**

The School Board recognizes that careful, prudent planning is essential to the efficient operation of the schools and to promote the District's goals of educational excellence and equity. In order to assure that future District construction supports the educational program and responds to community needs, the Superintendent will prepare a Five Year Capital Facilities Work Plan and will revise that plan annually.~~submit it to the Board for approval. Upon approval of the plan, the Superintendent will revise that plan and submit it to the Board for approval by October 1st annually.~~ The plan shall include a thorough description and analysis of local and regional demographic factors which influence general population growth and public school enrollments.

The Superintendent shall make such recommendations to the Board in connection with the District's Facility's Work Plan, the Educational Plant Survey, and other aspects of the District Facilities Planning and Construction Program such that the program is adequate to meet the needs of the School District and complies with the applicable legal requirements.  
~~All educational and ancillary facilities constructed by the Board shall comply with the uniform Statewide building code for planning and construction of public educational and ancillary plants, including adopted standards.~~

In planning for the enlargement or modification of its facilities, the Board shall consider not only the number of children whose educational needs must be met, but also the physical requirements of the program it deems best suited to meet those needs, as well as available funding. The District shall provide suitable accommodations to carry out the educational program of the school including provision for the students with disabilities, pursuant to law and regulation.

Further, when new construction or a remodeling or renovation project over \$300,000.00 will be undertaken pursuant to the District's plan, the Superintendent will evaluate alternative construction methods, including exceptions to standards for innovative planning and construction techniques, to determine the most appropriate method for completing the particular project. In conducting that evaluation the Superintendent will consider the **use of new materials, systems, and applications in the design and construction of educational facilities.** Based on the evaluation of the alternative methods, the Superintendent will recommend to the Board the methods for design and construction determined most appropriate for the project. Upon approval of the District's building official, the Board, and the Florida Department of Education, the District shall proceed with contracting for the project in accordance with Policy 6322 - Construction Contracting and Bidding.

### **FIVE YEAR CAPITAL PLAN**

Annually the Board shall update and approve a Five Year Capital Plan consistent with Florida Statute requirements. This plan shall project facility needs and identify general areas for site acquisition. Prior to adoption, the Board shall establish general priorities for ranking potential projects, solicit public input, and evaluate the plan according to the following criteria:

A. District Goal of Excellence – The proposed projects should be consistent with the identified curricular and instructional needs at each grade level.

B. District Goal of Equity and Diversity – The proposed projects should not create disparity in opportunities for any geographic or socioeconomic area or any racial/ethnic population.

C. Capacity Needs – The overall plan should address classroom capacity needs across the entire district in order to meet statutory requirements and other state regulations.

D. Comparable Facilities – The plan should address any existing facility renovations/upgrades required to ensure that all students have equitable access to comparable facilities regardless of the geographical location in which they reside.

E. Health and Safety – The overall plan should correct any identified facility health and safety concerns.

#### Exceptions to Construction Requirements

The Board may, with a supermajority vote at a public meeting that begins no earlier than 5 p.m., adopt a resolution to implement one

- A. ~~or more of the exceptions to the educational facilities construction requirements described below. Before voting on the resolution, the Board will conduct a cost-benefit analysis prepared according to a professionally accepted methodology that describes how each exception selected by the Board achieves cost savings, improves the efficient use of District resources, and impacts the life-cycle costs and life span for each educational facility to be constructed, as applicable, and demonstrates that implementation of the exception will not compromise student safety or the quality of student instruction. The Board will conduct at least one public workshop to discuss and receive public comment on the proposed resolution and cost-benefit analysis, to begin no earlier than 5 p.m. The workshop may occur at the same meeting at which the resolution will be voted upon. The Board's resolution may propose implementation of exceptions to requirements of the uniform Statewide building code for the planning and construction of public educational and ancillary plants relating to the following:~~
- ~~1. Interior non-load-bearing walls by approving the use of fire-rated wood stud walls in new construction or remodeling for interior non-load-bearing wall assemblies that will not be exposed to water or located in wet areas.~~
  - ~~2. Walkways, roadways, driveways, and parking areas by approving the use of designated, stabilized, and well-drained gravel or grassed student parking areas.~~
  - ~~3. Standards for relocatables used as classroom space by approving construction specifications for installation of relocatable buildings that do not have covered walkways leading to the permanent buildings onsite.~~
  - ~~4. Site lighting by approving construction specifications for site lighting that:
 
    - ~~a. Do not provide for lighting of gravel or grassed auxiliary or student parking areas.~~
    - ~~b. Provide lighting for walkways, roadways, driveways, paved parking lots, exterior stairs, ramps, and walkways from the exterior of the building to a public walkway through installation of a timer that is set to provide lighting only during periods when the site is occupied.~~
    - ~~c. Allow lighting for building entrances and exits to be installed with a timer that is set to provide lighting only during periods in which the building is occupied. The minimum illumination level at single-door exits may be reduced to no less than one (1) foot-candle.~~~~

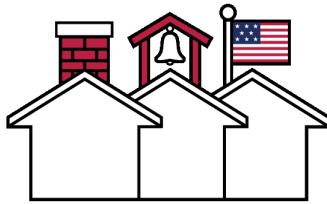
~~F.S. 255.0553-73 F.S. 1013.31, 1013.32, 1013.35, 1013.37, 1013.42, 1013.44, 1013.45, 1013.72~~  
~~Section 4.2(1), State Requirements for Educational Facilities, (2012) F.A.C. 6A-2.0010~~  
~~Section 114, Florida Building Code~~

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Revised 11/22/16 Revised 2/14/17

Last Modified by Frankie St James on November 14, 2017



Book Policy Manual  
 Section Vol 17 No 2 REVISED  
 Title REVISED POLICY - VOL. 17, NO. 2 - DISPOSITION OF SURPLUS PROPERTY  
 Number \*po7310 11-8-2017 cgm  
 Status

### **REVISED POLICY - VOL. 17, NO. 2**

#### **7310 - DISPOSITION OF SURPLUS PROPERTY**

The School Board requires the Superintendent to review the property of the District periodically and to dispose of that material and equipment which is no longer usable in accordance with the terms of this policy.

##### **A. Instructional Material**

The District shall review instructional materials (i.e. textbooks, library books, manuals, support materials, etc.) periodically to determine the relevance of such materials to the present world and current instructional programs. The following criteria will be used to review instructional materials for redistribution and possible disposal:

1. concepts or content that do not support the current goals of the curriculum
2. information that may not be current
3. worn beyond salvage

##### **B. Equipment**

The District shall inspect the equipment used in the instructional program periodically, to determine the condition and usability of such equipment in the current educational program. Should the equipment be deemed no longer serviceable or usable, the following criteria will be used to determine possible disposal:

1. repair parts for the equipment no longer readily available
2. repair records indicate equipment has no usable life remaining
3. obsolete and/or no longer contributing to the educational program
4. some potential for sale at a school auction
5. creates a safety or environmental hazard

##### **C. Disposition**

The Superintendent is authorized to dispose of obsolete instructional and other property by selling it to the highest bidder, by donation to appropriate parties, or by proper waste removal.

Disposition of surplus property purchased with Federal funds shall be disposed of in accordance with Federal procedures.

When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, the District shall request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made in accordance with disposition instructions of the Federal awarding

agency.

Except as provided in Section 200.312, Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent (10%) of the proceeds, whichever is less, for its selling and handling expenses.

The District may transfer title to the property to the Federal government or to an eligible third party provided that, in such cases, the District shall be entitled to compensation for its attributable percentage of the current fair market value of the property.

D. Availability of Facilities and Property Identified as Surplus, Marked for Disposal, or Otherwise Unused

District facilities and property identified as surplus, marked for disposal, or otherwise unused shall be made available to charter schools on the same basis as it is made available to other District schools. A charter school receiving property from the District may not sell or dispose of such property without the District's written permission. For an existing District school converting to charter status, no rental or leasing fee for the existing facility or for the property normally inventoried to the conversion school may be charged by the Board to the parents and teachers organizing the charter school. The charter school shall agree to reasonable maintenance provisions in order to maintain the facility in a manner similar to Board standards. Any school, including District and charter schools, receiving District property must maintain such property in good working condition and order, excepting normal wear and tear. District and charter schools who cause damage to District property shall be required to reimburse the District for the cost of replacement.

F.S. 274.05

F.S. 274.06

F.S. 274.07

F.S. 1012.33

F.S. 1013.28

F.A.C. 69I-73.005

2 C.F.R. 200.312

2 C.F.R. 200.313

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Legal [F.S. 274.05](#)

[F.S. 274.06](#)

[F.S. 274.07](#)

[F.S. 1012.33](#)

[F.S. 1013.28](#)

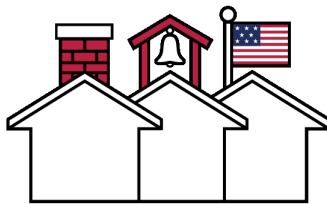
[F.A.C. 69I-73.005](#)

[2 C.F.R. 200.312](#)

[2 C.F.R. 200.313](#)

Cross References [ap7310 - DISPOSAL OF DISTRICT PROPERTY](#)

Last Modified by Frankie St James on November 14, 2017



Book Policy Manual  
 Section Vol 17 No 2 REVISED  
 Title Copy of TECHNOLOGY  
 Number \*po7540 BG 11\_14\_17  
 Status

**Unless a specific policy has been amended and the date the policy was revised is noted at the bottom of that policy, the bylaws and policies of The School Board of Indian River County were adopted on August 13, 2013.**

#### 7540 - TECHNOLOGY

The School Board is committed to the effective use of technology to both enhance the quality of student learning and the efficiency of District operations.

Although students' use of Board-owned technology resources (see definition in Bylaw 0100) is required to participate in and benefit from certain aspects of the District's curriculum and to participate in online assessment, unsupervised use of technology resources may be limited or denied if such use is not under the direct supervision of school staff if a student's use of District technology resources is in violation of the District's policy regarding acceptable use. Students and their parents must sign and submit a Student Technology Responsible Use and Safety form annually. (See also, Policy 7540.03)

The Superintendent shall develop, recommend for approval by the Board, and implement a written District Technology Plan (DTP). One of the primary purposes of the DTP is to evaluate new and emerging technologies and how they will play a role in student achievement and success and/or efficient and effective District operations. The Board will financially support, as the budget permits, the DTP, including recommendations to provide new and developing technology for students and staff.

The DTP shall set forth procedures for the proper acquisition of technology. The DTP shall also provide guidance to staff and students about making safe, appropriate, and ethical use of Board approved technology resources, as well as inform both staff and students about disciplinary actions that will be taken if its technology resources are abused in any way or used in an inappropriate, illegal, or unethical manner. (See Policy 7540.03 and AP 7540.03 - Student Technology Responsible Use and Safety, and Policy 7540.04 and AP 7540.04 - Staff Technology Responsible Use and Safety)

The Superintendent, ~~in conjunction with the Assistant Superintendent of Technology and Assessment~~, shall review the DTP and report any changes, amendments, or revisions to the Board annually.

This policy, along with the Student and Staff Technology Responsible Use and Safety policies, and the Code of Student Conduct further govern students' and staff members' use of their wireless communication devices (see Policy 5136 and Policy 7530.02). Users have no right or expectation of privacy when using Board-owned technology resources (including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity when using the Board's computer network and/or Internet connection).

Further, safeguards shall be established so that the Board's investment in both hardware and software achieves the benefits of technology and inhibits negative side effects. Accordingly, students shall be educated about appropriate online behavior including, but not limited to, using social media to interact with others online; interacting with other individuals in chat rooms or on blogs; and, recognizing what constitutes cyberbullying, understanding cyberbullying is a violation of Board policy, and learning appropriate responses if they experience cyberbullying.

For purposes of this policy, social media is defined as Internet-based applications that facilitate communication (e.g., interactive/two- way conversation/dialogue) and networking between individuals or groups. Social media is "essentially a category of online media where people are talking, participating, sharing, networking, and bookmarking online. Most social media services encourage discussion, feedback, voting, comments, and sharing of information from all interested parties" (Quote from Ron Jones of Search Engine Watch). Social media provides a way for people to stay "connected or linked to other sites, resources, and people". Examples include FaceBook, Twitter, Instagram, webmail, text messaging, chat, blogs, and instant messaging (IM). Social media does not include sending or receiving e-mail through the use of Board-issued e-mail accounts.

Staff may use social media for business-related purposes. Authorized staff may use Board-owned technology resources to access and use social media to increase awareness of District programs and activities, as well as to promote

achievements of staff and students, provided the Superintendent approves, in advance, such access and use. Use of social media for business-related purposes is subject to Florida's public records laws and staff members are responsible for archiving their social media and complying with the District's record retention schedule. (See Policy 8310 - Public Records, AP 8310A - Public Records, and AP 8310D - Records Retention and Disposal)

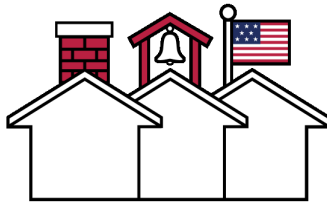
Instructional staff and their students may use Board-owned technology resources to access and use social media for educational purposes, provided the Principal approves, in advance, such access and use. Students must comply with Policy 7540.03 and Policy 5136 when using Board approved technology resources to access and/or use social media. Similarly, staff must comply with Policy 7540.04 and Policy 7530.02 when using Board-owned technology resources to access and/or use social media.  
F.S. 1001.43

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Revised 2/14/17

Last Modified by Brenda Davis on November 17, 2017



Book Policy Manual  
 Section Vol 17 No 2 REVISED  
 Title Copy of LETTERS OF REFERENCE  
 Number \*po8340\_BG\_11 7 17  
 Status

**Unless a specific policy has been amended and the date the policy was revised is noted at the bottom of that policy, the bylaws and policies of The School Board of Indian River County were adopted on August 13, 2013.**

#### 8340 - LETTERS OF REFERENCE **AND DISCLOSURE OF INFORMATION REGARDING FORMER OR CURRENT EMPLOYEES**

~~The School Board recognizes that an employee or former employee's request to a Board member, an administrator, or any other District employee, for a letter of reference is an opportunity to share information about the staff member's performance with a prospective employer or other interested party. A current or former employee shall have no expectation that a letter of reference will be written upon request. The decision to comply with such a request shall be solely at the discretion of the individual being asked to provide the letter.~~

~~If a Board member or District employee opts, however, to prepare a reference letter, that individual is expected to provide specific and truthful comments concerning the employee or former employee's actual performance that can be substantiated by the individual's personal knowledge and/or the employee's personnel file.~~

~~In accordance with law, a Board member, administrator, or colleague who, in the scope of his/her employment, provides a letter of reference may be entitled to a qualified privilege for statements included in that reference letter, provided such statements were made in good faith, without malice, and in accordance with this policy.~~

#### **Letters of Reference and Disclosure of Information Regarding Former or Current Employees**

The School Board recognizes that a current or former employee's request to a Board member or District employee for a letter of reference is an opportunity to share information about the individual's performance with a prospective employer. A current or former employee shall have no expectation that a letter of reference will be written upon request. Such a decision shall be solely at the discretion of the individual being asked to provide the letter.

If a Board member or employee opts to prepare a letter of reference, they are expected to provide specific and truthful comments concerning the current or former employee's actual performance that can be substantiated by the individual's personal knowledge and/or the employee's personnel file.

In accordance with State law, a Board member or employee who provides a letter of reference while acting within the scope of his/her employment may be entitled to a qualified privilege for statements included in that letter of reference provided such statements were made in good faith, without malice, and in accordance with this policy.

The Board is immune from civil liability for (1) any disclosure of information about a former or current employee to a prospective employer of the former or current employee upon request of the prospective employer or of the former or current employee and (2) the consequences of such disclosure. The only exception to the Board's immunity from civil liability is if it is shown by clear and convincing evidence that the information disclosed by the School Board was knowingly false or violated any civil right of the former or current employee protected under F.S. Chapter 760.

#### **Prohibition on Aiding and Abetting Sexual Abuse**

All Board employees, contractors, or agents are prohibited from assisting a Board employee, contractor, or agent in obtaining a new job if s/he knows, or has probable cause to believe, that such Board employee, contractor or agent engaged in sexual misconduct regarding a minor or student in violation of State or Federal law. "Assisting" does not include the routine transmission of administrative and personnel files.



The only exceptions to the paragraph above permitted are those authorized by the Every Student Succeeds Act (ESSA). In accordance with the ESSA, the requirements of the paragraph above shall not apply if the information giving rise to probable cause:

1. (1) has been properly reported to a law enforcement agency with jurisdiction over the alleged misconduct and (2) has been properly reported to any other authorities as required by Federal, State, or local law, including Title IX and its regulations; and
2. (1) the matter has been officially closed or the prosecutor or police with jurisdiction over the alleged misconduct has investigated the allegations and notified school officials that there is insufficient information to establish probable cause that the Board employee, contractor or agent engaged in sexual misconduct regarding a minor or student in violation of the law;  
(2) the Board employee, contractor, or agent has been charged with, and acquitted or otherwise exonerated of the alleged misconduct; or  
(3) the case or investigation remains open and there have been no charges filed against, or indictment of, the Board employee, contractor, or agent within four (4) years of the date on which the information was reported to a law enforcement agency.

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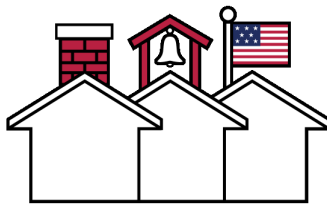
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F.S. 768.095

F.S. 768.28

Art. X, Sec. 13, Fla. Constitution

Last Modified by Bruce Green on November 9, 2017



Book Policy Manual  
 Section Vol 17 No 2 REVISED  
 Title FOOD SERVICE PROGRAM  
 Number \*po8500 11/17/17 patrickBD  
 Status

**Unless a specific policy has been amended and the date the policy was revised is noted at the bottom of that policy, the bylaws and policies of The School Board of Indian River County were adopted on August 13, 2013.**

#### **8500 - FOOD SERVICE PROGRAM**

The School Board shall provide cafeteria facilities in all school facilities where space and facilities permit and will provide food service for the purchase and consumption of lunch for all students. The Board shall annually encumber the funds needed to operate the program.

It is the intent of the Board to participate in the National School Lunch and School Breakfast Program and to offer paid, free, or reduced-price meals in accordance with the Child Nutrition Program, the National School Lunch Act, and Florida law. The operation of the food service program shall also be in compliance with the regulations set forth in State law and the Florida Administrative Code.

The Board does not discriminate on the basis of race, color, national origin, sex (including transgender status, sexual orientation, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "protected classes"), in its educational programs or activities. Students and all other members of the School District community and third parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the board may address the conduct. See Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity.

Students who are eligible for free or reduced-price meals shall be approved and properly accounted for by the Principal in accordance with criteria established by the Child Nutrition Program and National School Lunch Act. The Board requires that the identity of students receiving free or reduced-price meals be safeguarded and kept confidential. Each elementary, middle, and high school shall make a breakfast meal available if a student arrives at school on the bus less than fifteen (15) minutes before the first bell rings and shall allow the student at least fifteen (15) minutes to eat the breakfast.

The operation and supervision of the food service program shall be the responsibility of the School Nutrition Program Director. The District will adhere to the professional standards for school nutrition personnel who manage and operate the food service program, including the requirements related to hiring and training that are set forth in USDA regulations and AP 8500A.

Further, as required by USDA regulations and upon recommendation of the Superintendent, the Board will annually certify:

- A. the School Nutrition Program Director meets the hiring standards and training requirements set forth in USDA regulations; and
- B. each employee in the food service program has completed the applicable training requirements set forth in USDA regulations.

Breakfast meals shall be available to all students in each elementary, middle, and high school. The Board will do so by participating in the National School Breakfast Program and offering paid, free, and reduced-priced breakfast meals in accordance with USDA Guidelines.

The food service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages, including but not limited to the current USDA Dietary Guidelines for

Americans and the USDA Smart Snacks in School nutrition standards as well as to the fiscal management of the program.

The Board shall provide a Federal food service program for students during summer intervention programs that are mandated under Federal law. If the Board determines that it is unable to provide a Federal food service program during the summer, for financial reasons, the Board will communicate that decision to its residents in a manner it determines to be appropriate.

The Board shall approve and implement nutrition standards governing the types of food and beverages that may be sold on the premises of its schools and shall specify the time and place each type of food or beverage may be sold. In adopting such standards, the Board shall:

- A. consider the nutritional value of each food or beverage;
- B. consult with a dietitian licensed under F.S. 468.509, a dietetic technician registered by the commission on dietetic registration, or a school nutrition specialist certified or credentialed by the school nutrition association;
- C. consult and incorporate to the maximum extent possible the dietary guidelines for Americans jointly developed by the United States Department of Agriculture (USDA) and the United States Department of Health and Human Services; and
- D. consult and incorporate the USDA Smart Snacks in School nutrition guidelines.

No food or beverage may be sold on any school premises except in accordance with the standards approved by the Board.

The Superintendent shall recommend and the Board shall approve the cost of meals for elementary, middle, and high schools annually.

The Board recognizes that circumstances may result in a student needing to charge for meals if his/her account has an insufficient balance to cover the charge. However, no account will be allowed to exceed a significant negative balance except as established below.

The Superintendent shall develop procedures regarding meal charges, which shall be implemented by the Director of Food and Nutrition Services. This procedure will provide direction so that students Districtwide who are eligible for reduced price or who pay the established price for meals, but do not have funds in their account or in hand to cover the cost of their meal at the time of service are treated consistently, that parents of students who charge meals are notified when a student charges a meal, and that efforts are made to collect the charges made so that the unpaid charges are not classified as "bad debt" at the end of the school year.

A student whose account has a significant negative balance may not charge or purchase "a la carte" items, including extra main course entrees.

If a student has a significant negative lunch account balance, s/he shall be provided an alternate meal **recommended by the Superintendent**. The parent(s) shall be contacted to collect the outstanding charges. The alternate meal will be a low-cost alternative to the regular reimbursable meal and shall meet USDA nutritional standards or the Smart Snacks in Schools regulations so that it qualifies for reimbursement under the National School Lunch/Breakfast Program.

If the negative balance is not brought to a positive balance within ninety (90) days of these efforts, the School District will take action to collect the unpaid debt.

If a student withdraws or graduates and has a positive balance, the balance may be receipted into the (x) school lunch fund where the school lunch program funds are maintained. If a student withdraws or graduates with a positive balance (x) parents shall be notified by mail and given the option of receiving a refund. If no response is received within fourteen (14) days, the account will be closed and the funds will no longer be available. Unclaimed balances will be transferred to (x) the school lunch fund where the school lunch program funds are maintained.

Substitutions to the standard meal requirements shall be made, at no additional charge, for students for whom a health care provider who has prescriptive authority in the State of Florida has provided medical certification that the student has a disability that restricts his/her diet, in accordance with the criteria set forth in 7 C.F.R. Part 15b. To qualify for such substitutions the medical certification must identify:

- A. the student's disability and the major life activity affected by the disability;
- B. an explanation of why the disability affects the student's diet; and
- C. the food(s) to be omitted from the student's diet and the food or choice of foods that must be substituted (e.g., caloric modifications or use of liquid nutritive formula).

On a case-by-case basis, substitutions to the standard meal requirements may be made, at no additional charge, for students who are not "disabled persons", but have a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:

- A. the medical or dietary need that restricts the student's diet; and
- B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

For non-disabled students who need a nutritionally equivalent milk substitute, only a signed request by a parent or guardian is required.

In addition to students, lunches sold by the school may be purchased staff members and community residents in accordance with administrative guidelines established by the Superintendent. Lunches may be made available, free of charge, to senior citizens who are serving as volunteers to the District.

During all times while the food service program is operating and students are being served food, at least one (1) employee shall be present in the area in which the food is being consumed who has received instruction in methods to prevent choking and demonstrated an ability to perform the Heimlich maneuver.

In addition, as required by law, a food safety program that is based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service program staff and other authorized persons.

In accordance with Federal law, the Superintendent shall take such actions as are necessary to obtain a minimum of two (2) food safety inspections per school year, which are conducted by the State or local governmental agency responsible for food safety inspections. The report of the most recent inspection will be posted in a publicly visible location, and a copy of the report will be available upon request.

A periodic review of the food-service accounts shall ~~also~~ be made by the Auditor General. Any surplus funds from the National School Lunch Program shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a- la-carte foods may accrue to the food-service program.

Meal charges that are not collected in the year when the debt was incurred shall be classified as bad debt.

Bad debt incurred through the inability to collect lunch payment from students is not an allowable cost chargeable to any Federal program.

Once classified as bad debt, non-Federal funding sources shall reimburse the school lunch program account for the total amount of the bad debt. If funds to reimburse the District for this bad debt are not available from another source, such as school or community organizations (like the PTA) or any other non-Federal source, the funds to reimburse the school lunch program shall be transferred from the District's general fund or other State or local funding to make that reimbursement.

Once the uncollectable/delinquent debt charges are converted to bad debt, records relating to those charges must be maintained in accordance with the record retention requirements in 7 C.F.R. 210.9(b)(17) and 7 C.F.R. 210.15(b).

Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectable are also unallowable.

With regard to the operation of the school food service program, the Superintendent shall require:

- A. the maintenance of sanitary, neat premises free from fire and health hazards;
- B. the preparation of food that complies with Federal food safety regulations;
- C. the planning and execution of menus in compliance with USDA requirements:

- D. the purchase of food and supplies in accordance with State and Federal law, USDA regulations, and Board policy; (see Policy 1129, Policy 1214, Policy 3129, Policy 3214, Policy 4129, Policy 4214, and Policy 6460)
- E. complying with food holds and recalls in accordance with USDA regulations;
- F. the administration, accounting, and disposition of food-service funds pursuant to Federal and State law and USDA regulations;
- G. the safekeeping and storage of food and food equipment pursuant to State and Federal law and USDA regulations;
- H. the regular maintenance and replacement of equipment;
- I. all District employees whose salaries are paid for with USDA funds or non-Federal funds used to meet a match or cost share requirement must comply with the District's time and effort record-keeping policy (see Policy 6116).

The Superintendent will require that the food service program serve foods in the schools of the District that reinforce the nutrition concepts taught in the classrooms.

The District shall serve only nutritious food in accordance with the nutritional standards adopted by the Board in compliance with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages in competition with the District's food-service program must comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines, and may only be sold in accordance with Board Policy 8550.

The Superintendent is responsible for implementing the food service program in accordance with the adopted nutrition standards and shall provide a report regarding the District's compliance with the standards at one of its regular meetings annually.

See also AP 8500A.

F.S. 595.405, 1001.41, 1001.42, 1001.51, 1006.06, 1013.12

F.A.C. 5P-1002, 5P-1.003, 5P-1.004, F.A.C. 5P-1005 42 U.S.C. 1758

Health, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq. Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.

7 C.F.R. Parts 15b, 210, 215, 220, 225, 226, 227, 235, 240, 245, 3015

80 F.R. 11077

OMB Circular No. A-87 USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

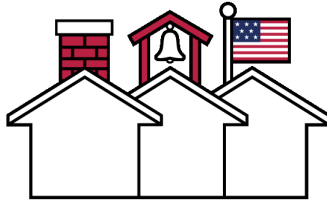
SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs

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Revised 3/24/15 Revised 4/12/16 Revised 11/22/16

Last Modified by Brenda Davis on November 17, 2017



Book Policy Manual  
 Section Vol 17 No 2 REVISED  
 Title DELETE POLICY - VOL. 17, NO. 2 - PARENT ORGANIZATIONS  
 Number \*po9210 BD 11 09 17  
 Status

## **DELETE POLICY - VOL. 17, NO. 2**

### **~~9210 — PARENT ORGANIZATIONS~~**

~~The School Board supports all organizations of parents whose objectives are to promote the educational experiences of District students. However, in using the name of the District or its schools and in organizing a group whose identity derives from a school(s) of this District, the parental organization thereby shares responsibility with this Board for the welfare of participating students.~~

~~Any new parent organization desiring to use the name or good offices of the District must obtain the approval of the \_\_\_\_\_ as a prerequisite to organizing.~~

~~Representatives and members of approved school related organizations shall in all circumstances be treated by District employees as interested friends of the schools and as supporters of public education in the School District.~~

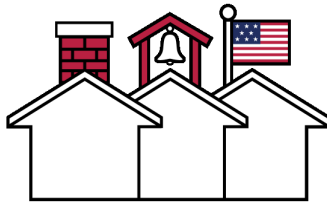
~~[ ] Staff members are encouraged to join such organization(s) in their related area(s) of specialization or interest.~~

~~[ ] The Board will not tolerate any undue pressure, harassment, or intimidation designed to coerce parents or teachers into membership in one (1) organization as opposed to another.~~

~~The Board relies upon approved organizations to operate in a manner consistent with public expectations for the schools and reserves the right to withdraw sponsorship from organizations which violate the bounds of community taste.~~

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Last Modified by Brenda Davis on November 9, 2017



Book Policy Manual  
 Section Vol 17 No 2 REVISED  
 Title PARENT ORGANIZATIONS, BOOSTER CLUBS, AND OTHER OUTSIDE SUPPORT ORGANIZATIONS  
 Number \*po9211 11-8-2017 cgm  
 Status

## **REVISED POLICY - VOL. 17, NO. 2**

### **9211 - PARENT ORGANIZATIONS, BOOSTER CLUBS, AND OTHER OUTSIDE SUPPORT ORGANIZATIONS**

The School Board appreciates the efforts of all organizations whose objectives are to enhance the educational experiences of District students, to help meet educational needs of students and/or provide extra educational benefits not provided for, at the time, by the Board.

#### **Parent Organizations**

**The Board supports all parents whose objectives are to promote the educational experiences of District students. However, in using the name of the District or its schools and in organizing a group whose identity derives from a school(s) of this District, the parent organization must share responsibility with the Board for the welfare of participating students. Any new parent organization desiring to use the name or offices of the District must obtain the approval of the Superintendent as a prerequisite to organizing.**

#### **Booster Clubs and Other Outside Support Organizations**

Outside support organizations shall allow participation by parents, District staff, and members of the community. All meetings should be communicated to the school and be open to the public. Outside support organizations shall not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability (including HIV, AIDS, or sickle cell trait), marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively "protected classes"). Persons shall not be excluded from participation in outside support organizations based upon the extent or level of their past participation.

Representatives and members of approved school-related organizations shall in all circumstances be treated by District employees as interested friends of the schools and as supporters of public education in the School District.

Staff members are encouraged to join such organization(s) in their related area(s) of specialization or interest.

The Board will not tolerate any undue pressure, harassment, or intimidation designed to coerce parents or teachers into membership in one (1) organization as opposed to another.

The Board relies upon approved organizations to operate in a manner consistent with public expectations for the schools and reserves the right to withdraw sponsorship from organizations which violate the bounds of community taste.

~~These needs may be educational to parents and/or children. In addition to parents, membership should be made available to District staff and members of the community.~~

Outside support organizations shall obtain ~~their~~ its own tax identification number and submit and W-9 and bylaws to the principal for review and approval.

Outside support organizations shall indemnify and hold the Board harmless from and against any and all claims and causes of action whatsoever arising out of or related to outside support organization acts and omissions in carrying out ~~their~~ its activities. Outside support organizations shall purchase liability insurance (riders – self-insured) to cover such indemnification and to protect

the outside support organization and Board against claims for damage or injury resulting from any act or omission on the part of the outside support organization. The amount of insurance coverage shall not be less than \$1,000,000 and the outside support organization shall provide the Board with sufficient documentation demonstrating that the Board is named as an additional insured on the policy.

By the end of each year, each outside support organization shall submit its participation requirements, dues, fees, tentative goals, and objectives and fund-raising plans for the next school year to the principal for review. Should an outside support organization propose a change to these submittals during the school year, the principal shall be advised before any final revisions are made. This information shall be made available on the school's website at the beginning of each school year.

### **School-Based Organizations**

School-based organizations include, but are not necessarily limited to, clubs, classes and departments, and other school-sponsored groups.

All fund-raising activities must be approved by the principal. The financial transactions of each school organization shall be accounted for in the school internal funds. All funds handled by Board employees during normal working hours shall be included in and become part of the internal funds of the school unless accounted for in the District-level accounting system. All school organizations, or organizations operating in the name of the school, that obtain money from the public shall be accountable to the Board for receipt and expenditure of those funds in the manner prescribed by the Board. If approved by the Board, a school-based, direct-support organization as defined under F.S. 1001.453 may have all financial transactions accounted for in school internal funds.

Funds collected by and used for the benefit of faculty and staff may be exempt from the preceding requirements if authorized by Superintendent.

Student participation in fund-raising activities shall not be in conflict with the program as administered by the Board and shall be in compliance with Policy 5830 and Policy 6610.

~~Fund~~The objective of fund-raising activities by atthe school, by any group within atthe school, or in the name of atthe school shall not conflict with programs as administered by the Board.

Funds collected shall be expended to benefit ~~those~~ students of the particular school raising funds in school unless those funds are being collected for a specific documented purpose or are generated by career education production shops. Career education production revenues shall benefit the students or program that generated the funds or the student body. Those internal account funds designated for general purposes shall be used to benefit the student body.

Collecting and expending of school internal account funds shall be in accordance with Chapter 8 of the Financial & Program Cost Accounting & Reporting for Florida Schools, Red Book 2014. Sound business practices shall be observed in all transactions.

Each school organization shall be subject to audit upon request by the District. Audits may be conducted by the District at the District's expense or the school organization may hire an outside CPA to conduct the audit at its expense.

[NOTE: Choose either Option 1 or Option 2]

~~[OPTION 1—no exceptions]~~

~~[ ] For any fund-raisers by student clubs and organizations, parent groups, or booster clubs that involves the sale to students of food items and/or beverages that will be consumed on campus, the food and/or beverages items to be sold shall comply with the current USDA Nutrition Standards for the National School Lunch and School Breakfast Programs, the USDA Smart Snacks in Schools regulations, F.A.C. 5P-1.003, and applicable State law. If approved, the fund-raisers that involve the sale of food items or beverages that will be consumed on campus must also be consistent with regulations established in Policy 8550, Competitive Foods. Further, there shall be no exemptions from the standards for competitive foods in any of the District's schools.~~

~~[OPTION 2—exceptions per F.A.C. 5P-1.003]~~

For any fund-raisers by student clubs and organizations, parent groups, or boosters clubs that involves the sale to students of food items and/or beverages that will be consumed on campus, the food and/or beverages items to be sold shall comply with the current USDA *Nutrition Standards for the National School Lunch and School Breakfast Programs*, the *USDA Smart Snacks in Schools* regulations, F.A.C. 5P-1.003, and applicable State law, unless the Principal grants an exception to this requirement pursuant to F.A.C. 5P-1.003. If approved, fund-raisers that involve the sale of food items or beverages to students on campus must be consistent with regulations established in Policy 8550, Competitive Foods, whether those food items and beverages are compliant with, or an exception to, the current USDA *Dietary Guidelines for Americans* and the *USDA Smart Snacks in Schools* regulations.



If an exception is granted to the requirement that food items and beverages available for sale to students on campus between one (1) hour after the last lunch period and thirty (30) minutes after the end of the school day are compliant with the current USDA *Dietary Guidelines for Americans* and the USDA *Smart Snacks in Schools* regulations, the Principal shall also comply with all requirements set forth in F.A.C. 5P-1.003, including the maintenance of required records.

The Superintendent shall develop the administrative procedures so that each group's fund-raising activities are in compliance with Board policies, that the funds are used for school-related projects that have the approval of the principal, ~~and that all fund-raising activities are coordinated through the \_\_\_\_\_ Schools Foundation office.~~

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Legal

[7 C.F.R. 210.11](#)

[42 U.S.C. 1779](#)

[F.S. 1001.41](#)

[F.S. 1001.42](#)

[F.S. 1001.43](#)

[F.S. 1010.01](#)

[F.S. 1010.20](#)

[F.S. 1011.07](#)

[F.A.C. 5P-1.003, Responsibilities for the School Food Service Program](#)

[F.A.C. 6A-1.001, District Financial Records](#)

[F.A.C. 6A-1.087, School Board Responsible for Internal Funds](#)

[F.A.C. 6A-1.091, Purchases from Internal Funds](#)

[Chapter 8, Financial and Program Cost Accounting and Property for Florida Schools, 2014](#)

Cross References [po5830 - STUDENT FUND-RAISING](#)

[po6610V1 - INTERNAL ACCOUNTS](#)

[po6610V2 - INTERNAL ACCOUNTS](#)

[po8550 - COMPETITIVE FOOD SALES](#)

Last Modified by Frankie St James on November 14, 2017

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# School District of Indian River County

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

Mark J. Rendell, Ed.D. - Superintendent

December 5, 2017

**CHARGING LETTER**

**VIA: Certified Mail**

Mr. Frank Thornton, Jr.  
2360 87<sup>th</sup> Court  
Vero Beach, Florida 32966

Mr. Thornton, Jr.:

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

I will recommend at the School Board meeting on December 12, 2017, that your employment with the District be terminated effective December 13, 2017. The School Board meeting will be held at the offices of the School Board of Indian River County, 6500 57<sup>th</sup> Street, Vero Beach, Florida, and the meeting commences at 6:00 p.m.

As was discussed with you during a face-to-face meeting held on October 24, 2017, and further discussed in a letter dated November 29, 2017, my recommendation that you be discharged from employment is based on the following:

Your inability to perform the essential functions of your position either with or without reasonable accommodation.

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

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

Sincerely,

Mark J. Rendell, Ed.D.  
Superintendent

c: Bruce Green, Assistant Superintendent  
Carter Morrison, Assistant Superintendent  
Suzanne D'Agresta, School Board Attorney

"Educate and inspire every student to be successful"

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

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

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SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 September 30, 2017

FND FUNC	- 100 DESCRIPTION	GENERAL FUND	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3191	RESERVE OFFICERS TRAINING CORP		165,000.00	15,859.99	22,759.21	142,240.79	14
3202	MEDICAID		350,000.00	865.17	6,855.30	343,144.70	2
3310	FLA EDUCATION FINANCE PROGRAM		23,384,298.00	1,923,378.00	6,073,890.00	17,310,408.00	26
3315	WORKFORCE DEVELOPMENT		1,081,854.00	90,154.00	270,462.00	811,392.00	25
3323	WITHHELD FOR SBE ADM EXPENSES		10,105.00	0.00	0.00	10,105.00	0
3343	STATE LICENSE TAX		150,000.00	1,288.25	15,392.43	134,607.57	10
3355	CLASS SIZE REDUCTION (CSR)		19,241,292.00	1,603,441.00	4,810,323.00	14,430,969.00	25
3361	SCHOOL RECOGNITION FUNDS		847,825.00	0.00	0.00	847,825.00	0
3371	VOLUNTARY PRE-K PROGRAM		500,000.00	25,415.99	111,132.75	388,867.25	22
3399	OTHER MISCELLANEOUS STATE REVE		46,650.00	0.00	0.00	46,650.00	0
3411	DISTRICT SCHOOL TAX		94,240,895.00	13,849.92	33,660.69	94,207,234.31	0
3414	CRITICAL OPERATING MILLAGE		0.00	870.64	2,201.01	2,201.01-	0
3421	TAX REDEMPTIONS		500,000.00	0.00	0.00	500,000.00	0
3425	RENT		150,000.00	8,365.59	27,206.61	122,793.39	18
3431	INTEREST ON INVESTMENTS		225,000.00	2,657.97	29,191.80	195,808.20	13
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	101.95-	6,604.63	6,604.63-	0
3440	GIFTS, GRANTS AND REQUESTS		644,529.44	0.00	29,344.44	615,185.00	5
3461	ADULT ED FEES (Block Tuition)		20,000.00	930.00	5,130.00	14,870.00	26
3462	POSTSEC CAREER CERT & APP TECH		125,000.00	1,788.60	14,602.50	110,397.50	12
3464	CAPITAL IMPROVEMENT FEES		7,100.00	87.60	868.60	6,231.40	12
3465	POSTSECONDARY LAB FEES		41,750.00	422.60	3,676.20	38,073.80	9
3466	LIFELONG LEARNING FEES		4,000.00	589.00	2,761.00	1,239.00	69
3467	GED TESTING FEES		8,000.00	0.00	1,668.75	6,331.25	21
3469	OTHER STUDENT FEES		20,000.00	1,090.00	7,185.00	12,815.00	36
3473	SCHOOL AGE CHILD CARE FEES		190,000.00	16,686.16	42,726.83	147,273.17	22
3491	BUS FEES		55,000.00	0.00	0.00	55,000.00	0
3494	FEDERAL INDIRECT		615,000.00	43,494.18	83,953.50	531,046.50	14
3495	OTHER MISC LOCAL SOURCES		834,874.59	51,095.65	127,130.18	707,744.41	15
3497	REFUNDS-PRIOR YEAR EXPENDITURE		0.00	53,319.39	55,377.89	55,377.89-	0
3498	COLLECT-LOST/DAMAGE/SALE TEXTS		0.00	0.00	64.96	64.96-	0
3499	RECPT-FOOD SERVICES INDIRECT C		335,000.00	28,692.21	36,961.05	298,038.95	11
3630	TRANSFERS-CAPITAL PROJECTS FD		5,376,636.66	35,701.00	107,629.00	5,269,007.66	2
3730	SALE OF FIXED ASSETS		135,000.00	1,100.00	5,637.90	129,362.10	4
3740	INSURANCE LOSS RECOVERIES		0.00	0.00	63,795.36	63,795.36-	0
	*		149,304,809.69	3,921,040.96	11,998,192.59	137,306,617.10	8

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 September 30, 2017

FND FUNC	- 200 DESCRIPTION	DEBT SERVICE	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		1,422,596.90	0.00	0.00	1,422,596.90	0
3322	CO & DS WITHHELD-SBE/COBI BOND		565,311.25	0.00	0.00	565,311.25	0
3431	INTEREST ON INVESTMENTS		20,200.00	151.80	2,308.28	17,891.72	11
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	2,979.20	10,980.48	10,980.48-	0
3610	TRANSFERS FROM GENERAL FUND		867,259.81	0.00	0.00	867,259.81	0
3630	TRANSFERS-CAPITAL PROJECTS FD		11,366,548.58	500.00-	1,400.00	11,365,148.58	0
		*	14,241,916.54	2,631.00	14,688.76	14,227,227.78	0

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 September 30, 2017

FND FUNC	- 300 DESCRIPTION	CAPITAL FUND	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3321	CO & DS DISTRIBUTED		112,971.00	0.00	0.00	112,971.00	0
3391	PUBLIC EDUCATION CAPITAL OUTLA		306,030.00	0.00	0.00	306,030.00	0
3397	CHARTER SCHOOL CAPITAL OUTLAY		428,933.00	357,005.00	428,933.00	0.00	100
3399	OTHER MISCELLANEOUS STATE REVE		13,004.84	2,271.03	2,271.03	10,733.81	17
3413	DIST LOCAL CAPITAL IMPROVE TAX		25,456,752.00	4,025.98	10,206.16	25,446,545.84	0
3431	INTEREST ON INVESTMENTS		36,149.77	15,506.57	38,705.23	2,555.46-	107
3495	OTHER MISC LOCAL SOURCES		33,468.60	0.00	33,468.60	0.00	100
3496	Impact Fees		1,100,000.00	72,820.00	267,490.00	832,510.00	24
3610	TRANSFERS FROM GENERAL FUND		1,510,000.00	0.00	1,510,000.00	0.00	100
	*		28,997,309.21	451,628.58	2,291,074.02	26,706,235.19	8

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 September 30, 2017

FND FUNC	- 400 DESCRIPTION	SPECIAL REVENUE	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3201	CAREER AND TECH EDUCATION		172,227.00	10,455.62	32,851.26	139,375.74	19
3221	ADULT GENERAL EDUCATION		151,203.00	12,818.49	25,907.70	125,295.30	17
3225	Teacher/PRINCIPAL TRAIN/RECRUI		678,345.17	41,739.21	107,808.38	570,536.79	16
3230	EDUCATION FOR THE HANDICAPPED		4,090,418.28	281,844.59	500,449.25	3,589,969.03	12
3240	ECIA, CHAPTER 1		5,000,592.51	241,510.41	479,117.22	4,521,475.29	10
3242	21st CENTURY SCHOOLS		548,929.52	31,976.02	90,145.03	458,784.49	16
3261	SCHOOL LUNCH REIMBURSEMENT		4,181,460.00	360,400.71	664,113.30	3,517,346.70	16
3262	SCHOOL BREAKFAST REIMBURSEMENT		1,276,408.80	103,626.39	194,786.70	1,081,622.10	15
3263	AFTER SCHOOL SNACKS-FED REIMB		237,022.02	12,930.72	26,509.12	210,512.90	11
3265	USDA DONATED COMMODITIES		533,017.00	0.00	0.00	533,017.00	0
3267	SUMMER FEEDING PROGRAM		260,500.00	140,519.10	140,519.10	119,980.90	54
3268	FRESH FRUIT AND VEGETABLE PRG		59,800.00	895.20	895.20	58,904.80	1
3280	FEDERAL THROUGH LOCAL		46,733.09	0.00	407.09	46,326.00	1
3293	EMERGENCY IMMIGRANT EDUC. PROG		143,015.00	10,868.96	20,490.34	122,524.66	14
3337	SCHOOL BREAKFAST SUPPLEMENT		42,172.00	0.00	0.00	42,172.00	0
3338	SCHOOL LUNCH SUPPLEMENT		56,134.00	0.00	0.00	56,134.00	0
3431	INTEREST ON INVESTMENTS		2,000.00	3,455.09	8,551.00	6,551.00-	428
3451	STUDENT LUNCHESES		566,913.00	7,419.95	42,183.15	524,729.85	7
3452	STUDENT BREAKFASTS		87,274.80	716.55	4,344.85	82,929.95	5
3453	ADULT BREAKFASTS/LUNCHESES		18,164.25	459.50	1,568.50	16,595.75	9
3454	STUDENT A LA CARTE		543,685.50	35,201.15	68,263.65	475,421.85	13
3455	STUDENT SNACKS (REVISED REDBK)		32,508.00	0.00	0.00	32,508.00	0
3456	MEALS ON WHEELS-OTH FOOD SALES		350,977.00	20,345.22	83,636.39	267,340.61	24
3457	CATERING AND OTHER FOOD SALES		4,200.00	0.00	0.00	4,200.00	0
3495	OTHER MISC LOCAL SOURCES		0.00	56.74	2,363.88	2,363.88-	0
3499	RECPT-FOOD SERVICES INDIRECT C		0.00	0.00	24,146.01	24,146.01-	0
	*		19,083,699.94	1,317,239.62	2,519,057.12	16,564,642.82	13



SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 September 30, 2017

FND FUNC	- 700 DESCRIPTION	INTERNAL SERVICE FUN	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		507,690.00	0.00	20,015.83	487,674.17	4
3431	INTEREST ON INVESTMENTS		4,000.00	2,992.62	6,944.78	2,944.78-	174
3483	PREMIUM REVENUE-VISION INS		154,584.00	11,716.35	35,024.28	119,559.72	23
3484	PREMIUM REVENUE-HEALTH INS		18,590,219.00	1,538,522.75	4,370,177.52	14,220,041.48	24
3485	PREMIUM REVENUE-DENTAL		1,349,170.00	102,764.31	295,365.78	1,053,804.22	22
3486	PREMIUM REVENUE-LIFE INSURANCE		557,558.00	42,763.42	123,156.31	434,401.69	22
3487	PREMIUM REVENUE-DISABILITY INS		496,485.00	37,283.95	113,428.23	383,056.77	23
3488	CONTRIBUTIONS-FLEXIBLE SPENDIN		170,499.00	12,943.97	39,651.22	130,847.78	23
3489	Premium Revenue-EAP		34,000.00	2,870.00	6,025.60	27,974.40	18
3495	OTHER MISC LOCAL SOURCES		0.00	15,000.00	115,000.00	115,000.00-	0
3610	TRANSFERS FROM GENERAL FUND		1,566,666.00	0.00	0.00	1,566,666.00	0
	*		23,430,871.00	1,766,857.37	5,124,789.55	18,306,081.45	22

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 September 30, 2017

FND FUNC	- 800 DESCRIPTION	AGENCY	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		0.00	67.61	201.46	201.46-	0
		*	0.00	67.61	201.46	201.46-	0

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 September 30, 2017

FND FUNC	- 900 DESCRIPTION	ENTERPRISE FUNDS	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		900.00	1,202.94	2,702.27	1,802.27-	300
3473	SCHOOL AGE CHILD CARE FEES		807,900.00	62,741.69	205,283.47	602,616.53	25
3497	REFUNDS-PRIOR YEAR EXPENDITURE		0.00	0.00	140.00	140.00-	0
3740	INSURANCE LOSS RECOVERIES		0.00	0.00	315.38	315.38-	0
		*	808,800.00	63,944.63	208,441.12	600,358.88	26

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
REVENUE STATUS SUMMARY  
September 30, 2017

FND FUNC	DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
=====	=====	=====	=====	=====	=====	=====
REQUEST 160	TOTAL	235,867,406.38	7,523,409.77	22,156,444.62	213,710,961.76	9

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		101471365.96	57500577.62	14357000.77	21436804.89	672.60	6375643.24	94892.62	1705774.22	.00
EXPENDITURE		18013707.16	8777518.43	2409171.14	4939156.35	.00	1729910.49	34944.90	123005.85	.00
ENCUMBRANCE		1447940.43	.00	.00	643092.48	.00	506678.99	14508.96	283660.00	.00
BALANCE		82009718.37	48723059.19	11947829.63	15854556.06	672.60	4139053.76	45438.76	1299108.37	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		3671308.94	2833591.06	782550.59	17889.51	961.51	23069.02	2061.56	11185.69	.00
EXPENDITURE		711342.80	542902.85	152869.30	1530.50	196.86	11575.30	1384.46	883.53	.00
ENCUMBRANCE		7052.65	.00	.00	4255.84	.00	2796.81	.00	.00	.00
BALANCE		2952913.49	2290688.21	629681.29	12103.17	764.65	8696.91	677.10	10302.16	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		1866257.32	1348372.45	385417.66	6327.39	.00	15807.48	96024.28	14308.06	.00
EXPENDITURE		294686.64	223724.29	60963.36	1102.38	.00	5209.79	1347.76	2339.06	.00
ENCUMBRANCE		22864.96	.00	.00	5025.01	.00	2207.26	15632.69	.00	.00
BALANCE		1548705.72	1124648.16	324454.30	200.00	.00	8390.43	79043.83	11969.00	.00
INST & CURR DEV 6300										
APPROPRIATION		4384193.06	3535401.48	826759.51	8782.90	.00	8115.59	2133.58	3000.00	.00
EXPENDITURE		840299.64	670104.87	166215.60	1472.75	.00	17.29	706.07	1783.06	.00
ENCUMBRANCE		6954.72	.00	.00	5183.51	.00	1246.99	524.22	.00	.00
BALANCE		3536938.70	2865296.61	660543.91	2126.64	.00	6851.31	903.29	1216.94	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1848166.35	984894.02	292470.88	382822.92	.00	6400.24	1399.84	180178.45	.00
EXPENDITURE		339157.94	168318.34	46023.32	103332.75	.00	844.53	.00	20639.00	.00
ENCUMBRANCE		28914.15	.00	.00	28164.15	.00	.00	.00	750.00	.00
BALANCE		1480094.26	816575.68	246447.56	251326.02	.00	5555.71	1399.84	158789.45	.00
INSTR RELATED TECH 6500										
APPROPRIATION		10072262.19	645525.00	181880.04	725279.23	.00	35964.04	8483613.88	.00	.00
EXPENDITURE		3224682.46	156111.47	43181.93	392346.72	.00	.00	2633042.34	.00	.00
ENCUMBRANCE		872071.04	.00	.00	117994.14	.00	35907.00	718169.90	.00	.00
BALANCE		5975508.69	489413.53	138698.11	214938.37	.00	57.04	5132401.64	.00	.00
BOARD OF EDUCATION 7100										
APPROPRIATION		1454532.91	248704.38	132249.98	1051568.81	.00	1648.49	.00	20361.25	.00
EXPENDITURE		461540.91	256385.29	54181.60	150430.65	.00	343.37	.00	200.00	.00
ENCUMBRANCE		480473.16	.00	.00	480041.16	.00	432.00	.00	.00	.00
BALANCE		512518.84	7680.91-	78068.38	421097.00	.00	873.12	.00	20161.25	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
-----										
GEN ADMINISTRATION	7200									
APPROPRIATION		887612.10	438382.01	100949.36	52048.89	300.00	22564.80	.00	273367.04	.00
EXPENDITURE		126620.33	73917.48	24843.18	23907.53	57.46	1929.68	.00	1965.00	.00
ENCUMBRANCE		10335.90	.00	.00	9268.40	.00	607.50	.00	460.00	.00
-----										
BALANCE		750655.87	364464.53	76106.18	18872.96	242.54	20027.62	.00	270942.04	.00
-----										
SCH ADMINISTRATION	7300									
APPROPRIATION		9244580.85	7119209.63	1907146.82	124004.84	450.00	49757.58	21704.81	22307.17	.00
EXPENDITURE		1988468.73	1537486.15	423911.09	11611.46	56.39	10475.99	1307.69	3619.96	.00
ENCUMBRANCE		83803.74	.00	.00	68756.10	.00	12609.14	1193.50	1245.00	.00
-----										
BALANCE		7172308.38	5581723.48	1483235.73	43637.28	393.61	26672.45	19203.62	17442.21	.00
-----										
FAC ACQ & CONST	7400									
APPROPRIATION		665517.81	414081.00	102037.71	21164.65	4305.00	9525.00	114404.45	.00	.00
EXPENDITURE		197006.69	101845.20	25207.24	12511.64	1306.05	2870.00	53266.56	.00	.00
ENCUMBRANCE		35087.80	.00	.00	5659.46	.00	610.76	28817.58	.00	.00
-----										
BALANCE		433423.32	312235.80	76830.47	2993.55	2998.95	6044.24	32320.31	.00	.00
-----										
FISCAL SERVICES	7500									
APPROPRIATION		1184588.74	853350.25	246772.62	60574.51	.00	3343.31	.00	20548.05	.00
EXPENDITURE		295551.23	210942.34	60445.77	21321.80	.00	837.36	.00	2003.96	.00
ENCUMBRANCE		27934.21	.00	.00	19306.21	.00	.00	.00	8628.00	.00
-----										
BALANCE		861103.30	642407.91	186326.85	19946.50	.00	2505.95	.00	9916.09	.00
-----										
FOOD SERVICE	7600									
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
-----										
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
-----										
CENTRAL SERVICES	7700									
APPROPRIATION		2268426.69	1345121.21	398880.32	405878.68	5665.00	104819.21	2312.27	5750.00	.00
EXPENDITURE		443901.73	323765.83	98353.67	48350.00	1607.80	28496.79	321.22	.00	.00
ENCUMBRANCE		184204.88	.00	.00	124992.35	196.05	58132.42	884.06	.00	.00
-----										
BALANCE		1640320.08	1021355.38	300526.65	232536.33	3861.15	75183.58	1106.99	5750.00	.00
-----										
TRANSPORTATION SER	7800									
APPROPRIATION		4620526.59	2568463.12	978765.19	291134.57	419516.33	176437.27	7972.82	178237.29	.00
EXPENDITURE		709993.12	430262.09	145876.54	51423.99	33508.23	30737.71	980.06	17204.50	.00
ENCUMBRANCE		233714.15	.00	.00	32981.04	159107.23	35732.88	5893.00	.00	.00
-----										
BALANCE		3676819.32	2138201.03	832888.65	206729.54	226900.87	109966.68	1099.76	161032.79	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
OPERATION SERVICES 7900										
APPROPRIATION		12451912.95	3713594.68	1164438.26	3300823.17	3936162.80	327143.29	5905.43	3845.32	.00
EXPENDITURE		3356178.20	828826.91	281015.33	1121982.38	1044189.37	79462.78	701.43	.00	.00
ENCUMBRANCE		1061550.87	.00	.00	974015.03	7704.57	75962.47	3868.80	.00	.00
BALANCE		8034183.88	2884767.77	883422.93	1204825.76	2884268.86	171718.04	1335.20	3845.32	.00
MAINTENANCE SERVICE 8100										
APPROPRIATION		3069634.68	1917384.64	554321.49	363337.11	40500.00	184250.10	8341.34	1500.00	.00
EXPENDITURE		947987.78	630104.02	165439.80	103882.71	10458.70	37253.64	533.52	315.39	.00
ENCUMBRANCE		329345.47	.00	.00	217098.65	473.00	109247.73	2526.09	.00	.00
BALANCE		1792301.43	1287280.62	388881.69	42355.75	29568.30	37748.73	5281.73	1184.61	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		3709349.78	1913492.78	518827.53	1092313.66	2477.57	2900.00	179138.24	200.00	.00
EXPENDITURE		1215544.67	468211.88	126214.73	616569.77	466.68	828.79	3152.82	100.00	.00
ENCUMBRANCE		536323.58	.00	.00	377584.41	.00	207.19	158531.98	.00	.00
BALANCE		1957481.53	1445280.90	392612.80	98159.48	2010.89	1864.02	17453.44	100.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		162870236.92	87380145.33	22930468.73	29340755.73	4411010.81	7347388.66	9019905.12	2440562.54	.00
EXPENDITURE		33166670.03	15400427.44	4283913.60	7600933.38	1091847.54	1883799.93	2731688.83	174059.31	.00
ENCUMBRANCE		5368571.71	.00	.00	3113417.94	167480.85	842379.14	950550.78	294743.00	.00
BALANCE		124334995.18	71979717.89	18646555.13	18626404.41	3151682.42	4621209.59	5337665.51	1971760.23	.00
DEBT SERVICES 9200										
APPROPRIATION		94155.00	.00	.00	50000.00	.00	.00	.00	44155.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		94155.00	.00	.00	50000.00	.00	.00	.00	44155.00	.00
9700 - 9790										
APPROPRIATION		3943925.81	.00	.00	.00	.00	.00	.00	.00	3943925.81
EXPENDITURE		1510000.00	.00	.00	.00	.00	.00	.00	.00	1510000.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		2433925.81	.00	.00	.00	.00	.00	.00	.00	2433925.81

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
*SUB TOTAL										
APPROPRIATION		4038080.81	.00	.00	50000.00	.00	.00	.00	44155.00	3943925.81
EXPENDITURE		1510000.00	.00	.00	.00	.00	.00	.00	.00	1510000.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		2528080.81	.00	.00	50000.00	.00	.00	.00	44155.00	2433925.81
FUND BALANCE 2700										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		166908317.73	87380145.33	22930468.73	29390755.73	4411010.81	7347388.66	9019905.12	2484717.54	3943925.81
EXPENDITURE		34676670.03	15400427.44	4283913.60	7600933.38	1091847.54	1883799.93	2731688.83	174059.31	1510000.00
ENCUMBRANCE		5368571.71	.00	.00	3113417.94	167480.85	842379.14	950550.78	294743.00	.00
BALANCE		126863075.99	71979717.89	18646555.13	18676404.41	3151682.42	4621209.59	5337665.51	2015915.23	2433925.81



ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
DEBT SERVICES	9200									
APPROPRIATION		13057206.16	.00	.00	.00	.00	.00	.00	13057206.16	.00
EXPENDITURE		1400.00	.00	.00	.00	.00	.00	.00	1400.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		13055806.16	.00	.00	.00	.00	.00	.00	13055806.16	.00
*SUB TOTAL										
APPROPRIATION		13057206.16	.00	.00	.00	.00	.00	.00	13057206.16	.00
EXPENDITURE		1400.00	.00	.00	.00	.00	.00	.00	1400.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		13055806.16	.00	.00	.00	.00	.00	.00	13055806.16	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		13057206.16	.00	.00	.00	.00	.00	.00	13057206.16	.00
EXPENDITURE		1400.00	.00	.00	.00	.00	.00	.00	1400.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		13055806.16	.00	.00	.00	.00	.00	.00	13055806.16	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FAC ACQ & CONST	7400									
APPROPRIATION		23976989.61	.00	.00	.00	.00	.00	23976989.61	.00	.00
EXPENDITURE		2700769.11	.00	.00	.00	.00	.00	2700769.11	.00	.00
ENCUMBRANCE		4792536.74	.00	.00	.00	.00	.00	4792536.74	.00	.00
BALANCE		16483683.76	.00	.00	.00	.00	.00	16483683.76	.00	.00
*SUB TOTAL										
APPROPRIATION		23976989.61	.00	.00	.00	.00	.00	23976989.61	.00	.00
EXPENDITURE		2700769.11	.00	.00	.00	.00	.00	2700769.11	.00	.00
ENCUMBRANCE		4792536.74	.00	.00	.00	.00	.00	4792536.74	.00	.00
BALANCE		16483683.76	.00	.00	.00	.00	.00	16483683.76	.00	.00
9700 - 9790										
APPROPRIATION		16743185.58	.00	.00	.00	.00	.00	.00	.00	6743185.58
EXPENDITURE		109029.00	.00	.00	.00	.00	.00	.00	.00	109029.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		16634156.58	.00	.00	.00	.00	.00	.00	.00	6634156.58
*SUB TOTAL										
APPROPRIATION		16743185.58	.00	.00	.00	.00	.00	.00	.00	6743185.58
EXPENDITURE		109029.00	.00	.00	.00	.00	.00	.00	.00	109029.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		16634156.58	.00	.00	.00	.00	.00	.00	.00	6634156.58
GRAND TOTAL FOR FUND										
APPROPRIATION		40720175.19	.00	.00	.00	.00	.00	23976989.61	.00	6743185.58
EXPENDITURE		2809798.11	.00	.00	.00	.00	.00	2700769.11	.00	109029.00
ENCUMBRANCE		4792536.74	.00	.00	.00	.00	.00	4792536.74	.00	.00
BALANCE		33117840.34	.00	.00	.00	.00	.00	16483683.76	.00	6634156.58

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		5172717.36	3345839.21	1172005.87	469262.31	.00	136763.97	10015.00	38831.00	.00
EXPENDITURE		453056.66	305861.05	108400.93	3227.80	.00	31487.08	.00	4079.80	.00
ENCUMBRANCE		44285.39	.00	.00	5450.82	.00	34773.10	4061.47	.00	.00
BALANCE		4675375.31	3039978.16	1063604.94	460583.69	.00	70503.79	5953.53	34751.20	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		1294437.01	922185.63	298004.85	37582.09	.00	36664.44	.00	.00	.00
EXPENDITURE		182492.90	137783.66	36296.62	2896.65	.00	5515.97	.00	.00	.00
ENCUMBRANCE		3152.95	.00	.00	2394.45	.00	758.50	.00	.00	.00
BALANCE		1108791.16	784401.97	261708.23	32290.99	.00	30389.97	.00	.00	.00
INST & CURR DEV 6300										
APPROPRIATION		2394008.55	1831971.96	487020.45	68950.00	.00	2715.00	.00	3351.14	.00
EXPENDITURE		345804.58	269737.76	70273.02	3971.34	.00	39.44	.00	1783.02	.00
ENCUMBRANCE		18909.66	.00	.00	18909.66	.00	.00	.00	.00	.00
BALANCE		2029294.31	1562234.20	416747.43	46069.00	.00	2675.56	.00	1568.12	.00
INST STAFF TRAINING 6400										
APPROPRIATION		851893.60	462893.08	115106.29	168993.23	.00	47312.00	.00	57589.00	.00
EXPENDITURE		111568.59	67386.05	17348.97	20126.63	.00	3944.61	.00	2762.33	.00
ENCUMBRANCE		18425.29	.00	.00	17070.79	.00	1354.50	.00	.00	.00
BALANCE		721899.72	395507.03	97757.32	131795.81	.00	42012.89	.00	54826.67	.00
GEN ADMINISTRATION 7200										
APPROPRIATION		461623.78	.00	.00	.00	.00	.00	.00	461623.78	.00
EXPENDITURE		83953.50	.00	.00	.00	.00	.00	.00	83953.50	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		377670.28	.00	.00	.00	.00	.00	.00	377670.28	.00
FOOD SERVICE 7600										
APPROPRIATION		9335159.77	3144868.36	1053543.07	219941.01	268494.16	3784673.74	546213.58	317425.85	.00
EXPENDITURE		1893662.00	456612.59	160184.10	50031.26	67592.96	665759.31	421586.46	71895.32	.00
ENCUMBRANCE		2216228.72	.00	.00	42904.12	18618.87	2042008.67	112697.06	.00	.00
BALANCE		5225269.05	2688255.77	893358.97	127005.63	182282.33	1076905.76	11930.06	245530.53	.00
CENTRAL SERVICES 7700										
APPROPRIATION		4609.00	4000.00	609.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		4609.00	4000.00	609.00	.00	.00	.00	.00	.00	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
TRANSPORTATION SER 7800										
APPROPRIATION		141678.14	9702.00	1802.90	.00	.00	.00	.00	130173.24	.00
EXPENDITURE		315.00	.00	.00	.00	.00	.00	.00	315.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		141363.14	9702.00	1802.90	.00	.00	.00	.00	129858.24	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		510641.13	361405.98	80166.61	13525.40	.00	54049.89	.00	1493.25	.00
EXPENDITURE		89171.12	48683.00	8679.79	2174.32	.00	29768.06	.00	134.05-	.00
ENCUMBRANCE		40.13	.00	.00	.00	.00	40.13	.00	.00	.00
BALANCE		421429.88	312722.98	71486.82	11351.08	.00	24241.70	.00	1627.30	.00
*SUB TOTAL										
APPROPRIATION		20166768.34	10082866.22	3208259.04	978254.04	268494.16	4062179.04	556228.58	1010487.26	.00
EXPENDITURE		3160024.35	1286064.11	401183.43	82428.00	67592.96	736514.47	421586.46	164654.92	.00
ENCUMBRANCE		2301042.14	.00	.00	86729.84	18618.87	2078934.90	116758.53	.00	.00
BALANCE		14705701.85	8796802.11	2807075.61	809096.20	182282.33	1246729.67	17883.59	845832.34	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		20166768.34	10082866.22	3208259.04	978254.04	268494.16	4062179.04	556228.58	1010487.26	.00
EXPENDITURE		3160024.35	1286064.11	401183.43	82428.00	67592.96	736514.47	421586.46	164654.92	.00
ENCUMBRANCE		2301042.14	.00	.00	86729.84	18618.87	2078934.90	116758.53	.00	.00
BALANCE		14705701.85	8796802.11	2807075.61	809096.20	182282.33	1246729.67	17883.59	845832.34	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FISCAL SERVICES 7500										
APPROPRIATION		83674.00	64953.00	17721.00	250.00	.00	.00	.00	750.00	.00
EXPENDITURE		6100.78	5208.00	892.78	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		77573.22	59745.00	16828.22	250.00	.00	.00	.00	750.00	.00
CENTRAL SERVICES 7700										
APPROPRIATION		22157398.00	94757.00	3482823.00	1234419.00	4000.00	.00	.00	17341399.00	.00
EXPENDITURE		5039646.43	23689.26	964204.99	295960.23	1254.67	.00	.00	3754537.28	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		17117751.57	71067.74	2518618.01	938458.77	2745.33	.00	.00	13586861.72	.00
*SUB TOTAL										
APPROPRIATION		22241072.00	159710.00	3500544.00	1234669.00	4000.00	.00	.00	17342149.00	.00
EXPENDITURE		5045747.21	28897.26	965097.77	295960.23	1254.67	.00	.00	3754537.28	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		17195324.79	130812.74	2535446.23	938708.77	2745.33	.00	.00	13587611.72	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		22241072.00	159710.00	3500544.00	1234669.00	4000.00	.00	.00	17342149.00	.00
EXPENDITURE		5045747.21	28897.26	965097.77	295960.23	1254.67	.00	.00	3754537.28	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		17195324.79	130812.74	2535446.23	938708.77	2745.33	.00	.00	13587611.72	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
COMMUNITY SERVICES	9100									
APPROPRIATION		805621.06	573867.37	109015.03	59440.00	.00	57893.66	4905.00	500.00	.00
EXPENDITURE		163209.47	104602.78	20150.46	21082.65	.00	14843.58	2430.00	100.00	.00
ENCUMBRANCE		15112.10	.00	.00	6680.78	.00	6305.45	2125.87	.00	.00
BALANCE		627299.49	469264.59	88864.57	31676.57	.00	36744.63	349.13	400.00	.00
*SUB TOTAL										
APPROPRIATION		805621.06	573867.37	109015.03	59440.00	.00	57893.66	4905.00	500.00	.00
EXPENDITURE		163209.47	104602.78	20150.46	21082.65	.00	14843.58	2430.00	100.00	.00
ENCUMBRANCE		15112.10	.00	.00	6680.78	.00	6305.45	2125.87	.00	.00
BALANCE		627299.49	469264.59	88864.57	31676.57	.00	36744.63	349.13	400.00	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		805621.06	573867.37	109015.03	59440.00	.00	57893.66	4905.00	500.00	.00
EXPENDITURE		163209.47	104602.78	20150.46	21082.65	.00	14843.58	2430.00	100.00	.00
ENCUMBRANCE		15112.10	.00	.00	6680.78	.00	6305.45	2125.87	.00	.00
BALANCE		627299.49	469264.59	88864.57	31676.57	.00	36744.63	349.13	400.00	.00

\* \* \* END OF IRBD410 REPORT \* \* \*

FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING			PRD-03 SEPTEMBER 2017	
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
B	TRANSFERS	16,743,185.58	0.00	0.00	109,029.00	16,634,156.58
B 001	SAFETY TO HEALTH	2,480,188.61	15,325.00	354,202.86	217,904.49	1,892,756.26
B 002	ADA COMPLIANCE	250,941.31	0.00	2,575.40	26,620.23	221,745.68
B 003	ENVIRONMENTAL COMPLIANCE	1,148.14	0.00	0.00	397.03	751.11
B 004	AIR CONDITIONING	3,254,019.55	0.00	725,471.72	431,491.57	2,097,056.26
B 005	ROOFING	1,115,380.43	0.00	389,468.18	156,007.83	569,904.42
B 007	WALKWAYS AND SIDEWALKS	336,349.80	0.00	121,245.60	0.00	215,104.20
B 008	ELECTRICAL	189,911.71	0.00	92,640.80	33,082.06	64,188.85
B 009	SITE IMPROVEMENTS	649,766.43	413.60	132,158.27	257,511.80	259,682.76
B 010	BUILDING RENOVATIONS	1,738,950.19	0.00	64,577.66	87,283.46	1,587,089.07
B 012	TECHNOLOGY	655,038.74	286.29	118,609.26	513.80	535,629.39
B 013	MOTOR VEHICLES	1,174,199.40	1,027,230.00	90,260.00	32,318.00	24,391.40
B 016	PLUMBING & WATER PROJECTS	204,293.62	0.00	26,672.83	7,891.75	169,729.04
B 018	PAVING	380,629.31	0.00	116,292.95	99,667.61	164,668.75
B 021	TECHNOLOGY TRANS.VIDEO/COMMUN.	85,341.37	0.00	3,765.00	0.00	81,576.37
B 023	MISC.PAINT/LOCKS/TOOLS/GYM-PE	175,642.21	649.92	18,615.40	20,159.45	136,217.44
B 024	MISC EQUIPMENT	392,285.83	0.00	104,434.28	8,007.84	279,843.71
B 030	CONCRETE CLASSROOM ADDITIONS	243,349.88	0.00	89,086.46	154,029.01	234.41
B 033	WINDOWS & DOORS	4,820.94	0.00	2,411.50	81.00	2,328.44
B 034	CUSTODIAL/GROUNDS EQUIPMENT	63,807.00	0.00	35,057.85	1,818.83	26,930.32
B 036	CONSULTING	90,748.42	0.00	35,800.00	2,000.00	52,948.42
B 037	HARDCOURT	100,000.00	0.00	0.00	0.00	100,000.00
B 044	GYM/BAND/PE	131,562.00	0.00	2,688.00	68,656.00	60,218.00
B 048	PORTABLE LEASING & FF&E	965,068.63	0.00	133,835.00	36,434.00	794,799.63
B 051	TITLE I SKIPPED SCHOOLS	0.00	0.00	0.00	0.00	0.00
B 068	BEACHLAND EXPANSION	1,376,528.91	0.00	1,018,054.88	114,933.29	243,540.74
B 072	PLAYGROUNDS	740,906.55	0.00	203,726.04	19,435.00	517,745.51
B 402	NEW ADMINISTRATIVE FACILITY	23,315.86	0.00	13,426.41	5,575.00	4,314.45
B 403	SUPPORT SERVICES COMPLEX	20,000.00	0.00	13,570.00	5,900.00	530.00
B 414	PERFORMING ARTS ALLOCATION	298,723.65	0.00	114,124.07	132,556.98	52,042.60
B 421	DW CARPET TO TILE	821,887.12	0.00	7,733.00	43,469.92	770,684.20
B 429	CITRUS ADDITIONAL CLASSROOMS	118,334.32	0.00	943.87	15,700.00	101,690.45
B 431	DW CHILLER REPLACEMENT	960,353.16	0.00	72,848.00	0.00	887,505.16
B 442	PARKING LOT PROJECT	218,004.84	0.00	0.00	0.00	218,004.84
B 444	SCHOOL CAMPUS REHABILITATION	37,665.41	0.00	0.00	0.00	37,665.41
B 446	VBHS CITRUS BOWL RENOVATIONS	1,227,021.52	0.00	480,642.01	721,323.16	25,056.35
B 447	PIE MULTI PURPOSE ROOM	0.00	0.00	0.00	0.00	0.00
B 448	TCCAE-TECH CENTER CAREER/ADULT	2,081,545.00	0.00	207,599.44	0.00	1,873,945.56
B 449	STUDENT CAPACITY/IMPACT FEES	1,369,259.75	0.00	0.00	0.00	1,369,259.75
B 537	HURRICANE MATTHEW	0.00	0.00	0.00	0.00	0.00
B 551	PERFORMANCE CONTRACTING	0.00	0.00	0.00	0.00	0.00
	*	40,720,175.19	1,043,904.81	4,792,536.74	2,809,798.11	32,073,935.53

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FND - 420 SPECIAL REVENUE - OTHER - 420		PRD-00 BEGINNING			PRD-03 SEPTEMBER 2017		
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B 101	Title I Part C Migrant 2016/17	764.24	0.00	0.00	972.38	208.14-	27.23-
B 102	Title I Part C Migrant 2017/18	12535.00	0.00	990.00	370.08	11174.92	89.15
B 105	Title I Part A Basic 2016-2017	8057.40	0.00	0.00	8057.40	0.00	.00
B 106	Title I Part A Basic 2017-2018	4964508.00	8430.37	60399.53	463753.11	4431924.99	89.27
B 110	TITLE III ENH OPP FOR IMMIG	15538.00	0.00	0.00	2462.66	13075.34	84.15
B 111	Title II FY17 Teacher Training	982.17	0.00	0.00	982.17	0.00	.00
B 112	Title II FY18 Teacher Training	677363.00	0.00	7627.89	107273.08	562462.03	83.04
B 135	title I-school improv. 16/17	14727.87	0.00	4849.47	8992.39	886.01	6.02
B 152	Title III Part A Eng Lang 2018	127477.00	0.00	0.00	18103.98	109373.02	85.80
B 177	21ST. CENTURY - PIE	131619.08	0.00	0.00	60928.94	70690.14	53.71
B 178	21st. century - pie	245350.00	120.00	0.00	352.40	244877.60	99.81
B 179	21st Century Com Lg Cent 16/17	25121.44	0.00	0.00	24038.23	1083.21	4.31
B 180	21st Century Com Lgnr Cntr 18	146839.00	385.00	40.13	4835.21	141578.66	96.42
B 200	IDEA Part B Pre K 2017-2018	115632.28	0.00	645.60	19733.16	95253.52	82.38
B 206	IDEA Part B 2017-2018	3974786.00	0.00	4118.74	483607.53	3487059.73	87.73
B 302	Adult Education FY 17/18	151203.00	0.00	732.56	26025.89	124444.55	82.30
B 310	Carl Perkins Sec Voc Ed FY18	172227.00	0.00	2300.28	32911.16	137015.56	79.56
	*	10784730.48	8935.37	81704.20	1263399.77	9430691.14	87.44

FND - 421 SPECIAL REVEVUE-OTHER FED DIR		PRD-00 BEGINNING			PRD-03	SEPTEMBER 2017	
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B 202	SEDNET ALLOCATION	20386.00	0.00	731.50	270.00	19384.50	95.09
B 205	SEDNET E/BD CONTACTS MTG MINI	23.53	0.00	0.00	23.53	0.00	.00
B 210	FDLRS - 2017/2018	2290.00	0.00	0.00	2285.49	4.51	.20
B 315	CARL PERKINS POST SEC FY16/17	383.56	0.00	0.00	383.56	0.00	.00
B 316	Carl Perkins Post Sec IRSC 16	23795.00	0.00	2377.72	0.00	21417.28	90.01
	*	46878.09	0.00	3109.22	2962.58	40806.29	87.05

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
REQUEST 163 TOTAL	10831608.57	8935.37	84813.42	1266362.35	9471497.43	87.44

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SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 October 31, 2017

FND FUNC	- 100 DESCRIPTION	GENERAL FUND	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3191	RESERVE OFFICERS TRAINING CORP		165,000.00	0.00	22,759.21	142,240.79	14
3202	MEDICAID		350,000.00	1,526.03	8,381.33	341,618.67	2
3310	FLA EDUCATION FINANCE PROGRAM		23,384,298.00	1,923,378.00	7,997,268.00	15,387,030.00	34
3315	WORKFORCE DEVELOPMENT		1,081,854.00	90,154.00	360,616.00	721,238.00	33
3323	WITHHELD FOR SBE ADM EXPENSES		10,105.00	0.00	0.00	10,105.00	0
3343	STATE LICENSE TAX		150,000.00	1,488.17	16,880.60	133,119.40	11
3355	CLASS SIZE REDUCTION (CSR)		19,241,292.00	1,603,441.00	6,413,764.00	12,827,528.00	33
3361	SCHOOL RECOGNITION FUNDS		768,601.00	476,475.00	476,475.00	292,126.00	62
3371	VOLUNTARY PRE-K PROGRAM		500,000.00	45,058.82	156,191.57	343,808.43	31
3399	OTHER MISCELLANEOUS STATE REVE		86,455.00	0.00	0.00	86,455.00	0
3411	DISTRICT SCHOOL TAX		94,240,895.00	0.00	33,660.69	94,207,234.31	0
3414	CRITICAL OPERATING MILLAGE		0.00	0.00	2,201.01	2,201.01-	0
3421	TAX REDEMPTIONS		500,000.00	0.00	0.00	500,000.00	0
3425	RENT		150,000.00	7,367.59	34,574.20	115,425.80	23
3431	INTEREST ON INVESTMENTS		225,000.00	369.88	29,561.68	195,438.32	13
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	204.45-	6,400.18	6,400.18-	0
3440	GIFTS, GRANTS AND REQUESTS		644,529.44	63,576.92	92,921.36	551,608.08	14
3461	ADULT ED FEES (Block Tuition)		20,000.00	1,520.00	6,650.00	13,350.00	33
3462	POSTSEC CAREER CERT & APP TECH		125,000.00	14,250.50	28,853.00	96,147.00	23
3464	CAPITAL IMPROVEMENT FEES		7,100.00	793.00	1,661.60	5,438.40	23
3465	POSTSECONDARY LAB FEES		41,750.00	1,730.00	5,406.20	36,343.80	13
3466	LIFELONG LEARNING FEES		4,000.00	849.00	3,610.00	390.00	90
3467	GED TESTING FEES		8,000.00	905.00	2,573.75	5,426.25	32
3469	OTHER STUDENT FEES		20,000.00	1,810.00	8,995.00	11,005.00	45
3473	SCHOOL AGE CHILD CARE FEES		190,000.00	24,321.23	67,048.06	122,951.94	35
3491	BUS FEES		55,000.00	0.00	0.00	55,000.00	0
3494	FEDERAL INDIRECT		615,000.00	46,996.31	130,949.81	484,050.19	21
3495	OTHER MISC LOCAL SOURCES		839,229.59	32,605.59	159,735.77	679,493.82	19
3497	REFUNDS-PRIOR YEAR EXPENDITURE		0.00	249.05-	55,128.84	55,128.84-	0
3498	COLLECT-LOST/DAMAGE/SALE TEXTS		0.00	0.00	64.96	64.96-	0
3499	RECPT-FOOD SERVICES INDIRECT C		335,000.00	30,063.05	67,024.10	267,975.90	20
3630	TRANSFERS-CAPITAL PROJECTS FD		5,376,636.66	36,046.00	143,675.00	5,232,961.66	3
3730	SALE OF FIXED ASSETS		135,000.00	25,491.00	31,128.90	103,871.10	23
3740	INSURANCE LOSS RECOVERIES		0.00	0.00	63,795.36	63,795.36-	0
	*		149,269,745.69	4,429,762.59	16,427,955.18	132,841,790.51	11

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 October 31, 2017

FND FUNC	- 200 DESCRIPTION	DEBT SERVICE	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER	2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		1,422,596.90	0.00		0.00	1,422,596.90	0
3322	CO & DS WITHHELD-SBE/COBI BOND		565,311.25	0.00		0.00	565,311.25	0
3431	INTEREST ON INVESTMENTS		20,200.00	108.36		2,416.64	17,783.36	12
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	3,234.56		14,215.04	14,215.04	0
3610	TRANSFERS FROM GENERAL FUND		867,259.81	328,126.78		328,126.78	539,133.03	38
3630	TRANSFERS-CAPITAL PROJECTS FD		11,366,548.58	0.00		1,400.00	11,365,148.58	0
	*		14,241,916.54	331,469.70		346,158.46	13,895,758.08	2

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 October 31, 2017

FND FUNC	- 300 DESCRIPTION	CAPITAL FUND	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER	2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3321	CO & DS DISTRIBUTED		112,971.00	0.00		0.00	112,971.00	0
3391	PUBLIC EDUCATION CAPITAL OUTLA		306,030.00	0.00		0.00	306,030.00	0
3397	CHARTER SCHOOL CAPITAL OUTLAY		428,933.00	0.00		428,933.00	0.00	100
3399	OTHER MISCELLANEOUS STATE REVE		13,004.84	0.00		2,271.03	10,733.81	17
3413	DIST LOCAL CAPITAL IMPROVE TAX		25,456,752.00	0.00		10,206.16	25,446,545.84	0
3431	INTEREST ON INVESTMENTS		37,512.53	11,282.16		49,987.39	12,474.86-	133
3495	OTHER MISC LOCAL SOURCES		33,468.60	0.00		33,468.60	0.00	100
3496	Impact Fees		1,100,000.00	118,656.00		386,146.00	713,854.00	35
3610	TRANSFERS FROM GENERAL FUND		1,510,000.00	0.00		1,510,000.00	0.00	100
	*		28,998,671.97	129,938.16		2,421,012.18	26,577,659.79	8

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 October 31, 2017

FND FUNC	- 400 DESCRIPTION	SPECIAL REVENUE	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3201	CAREER AND TECH EDUCATION		172,227.00	10,502.89	43,354.15	128,872.85	25
3221	ADULT GENERAL EDUCATION		151,203.00	16,788.91	42,696.61	108,506.39	28
3225	Teacher/PRINCIPAL TRAIN/RECRUI		678,345.17	36,807.77	144,616.15	533,729.02	21
3230	EDUCATION FOR THE HANDICAPPED		4,090,418.28	310,713.00	811,162.25	3,279,256.03	20
3240	ECIA, CHAPTER 1		5,309,152.51	269,938.28	749,055.50	4,560,097.01	14
3242	21st CENTURY SCHOOLS		477,156.17	32,971.40	123,116.43	354,039.74	26
3261	SCHOOL LUNCH REIMBURSEMENT		4,181,460.00	568,370.59	1,232,483.89	2,948,976.11	29
3262	SCHOOL BREAKFAST REIMBURSEMENT		1,276,408.80	158,288.86	353,075.56	923,333.24	28
3263	AFTER SCHOOL SNACKS-FED REIMB		237,022.02	29,134.16	55,643.28	181,378.74	23
3265	USDA DONATED COMMODITIES		533,017.00	0.00	0.00	533,017.00	0
3267	SUMMER FEEDING PROGRAM		260,500.00	0.00	140,519.10	119,980.90	54
3268	FRESH FRUIT AND VEGETABLE PRG		59,800.00	640.50-	254.70	59,545.30	0
3280	FEDERAL THROUGH LOCAL		46,733.09	0.00	407.09	46,326.00	1
3293	EMERGENCY IMMIGRANT EDUC. PROG		143,015.00	12,171.71	32,662.05	110,352.95	23
3337	SCHOOL BREAKFAST SUPPLEMENT		42,172.00	0.00	0.00	42,172.00	0
3338	SCHOOL LUNCH SUPPLEMENT		56,134.00	0.00	0.00	56,134.00	0
3431	INTEREST ON INVESTMENTS		2,000.00	1,992.54	10,543.54	8,543.54-	527
3451	STUDENT LUNCHESES		566,913.00	22,532.03	64,715.18	502,197.82	11
3452	STUDENT BREAKFASTS		87,274.80	2,570.50	6,915.35	80,359.45	8
3453	ADULT BREAKFASTS/LUNCHESES		18,164.25	603.00	2,171.50	15,992.75	12
3454	STUDENT A LA CARTE		543,685.50	56,945.30	125,208.95	418,476.55	23
3455	STUDENT SNACKS (REVISED REDBK)		32,508.00	0.00	0.00	32,508.00	0
3456	MEALS ON WHEELS-OTH FOOD SALES		350,977.00	32,547.29	116,183.68	234,793.32	33
3457	CATERING AND OTHER FOOD SALES		4,200.00	1,574.65	1,574.65	2,625.35	37
3495	OTHER MISC LOCAL SOURCES		0.00	2,588.02	4,951.90	4,951.90-	0
3499	RECPT-FOOD SERVICES INDIRECT C		0.00	0.00	24,146.01	24,146.01-	0
	*		19,320,486.59	1,566,400.40	4,085,457.52	15,235,029.07	21



SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 October 31, 2017

FND FUNC	- 700 DESCRIPTION	INTERNAL SERVICE FUN	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		507,690.00	9,626.15	29,641.98	478,048.02	6
3431	INTEREST ON INVESTMENTS		4,000.00	2,764.86	9,709.64	5,709.64-	243
3483	PREMIUM REVENUE-VISION INS		154,584.00	13,943.35	48,967.63	105,616.37	32
3484	PREMIUM REVENUE-HEALTH INS		18,590,219.00	1,729,000.33	6,099,177.85	12,491,041.15	33
3485	PREMIUM REVENUE-DENTAL		1,349,170.00	134,262.94	429,628.72	919,541.28	32
3486	PREMIUM REVENUE-LIFE INSURANCE		557,558.00	51,445.37	174,601.68	382,956.32	31
3487	PREMIUM REVENUE-DISABILITY INS		496,485.00	38,436.98	151,865.21	344,619.79	31
3488	CONTRIBUTIONS-FLEXIBLE SPENDIN		170,499.00	18,668.81	58,320.03	112,178.97	34
3489	Premium Revenue-EAP		34,000.00	2,891.00	8,916.60	25,083.40	26
3495	OTHER MISC LOCAL SOURCES		0.00	0.00	115,000.00	115,000.00-	0
3610	TRANSFERS FROM GENERAL FUND		1,566,666.00	0.00	0.00	1,566,666.00	0
	*		23,430,871.00	2,001,039.79	7,125,829.34	16,305,041.66	30

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 October 31, 2017

FND FUNC	- 800 DESCRIPTION	AGENCY	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		0.00	69.94	271.40	271.40-	0
		*	0.00	69.94	271.40	271.40-	0

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 October 31, 2017

FND FUNC	- 900 DESCRIPTION	ENTERPRISE FUNDS	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		900.00	797.92	3,500.19	2,600.19-	389
3473	SCHOOL AGE CHILD CARE FEES		807,900.00	91,314.16	296,597.63	511,302.37	37
3497	REFUNDS-PRIOR YEAR EXPENDITURE		0.00	0.00	140.00	140.00-	0
3740	INSURANCE LOSS RECOVERIES		0.00	0.00	315.38	315.38-	0
		*	808,800.00	92,112.08	300,553.20	508,246.80	37

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
REVENUE STATUS SUMMARY  
October 31, 2017

FND FUNC	DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
=====	=====	=====	=====	=====	=====	=====
REQUEST 160	TOTAL	236,070,491.79	8,550,792.66	30,707,237.28	205,363,254.51	13

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		101753681.60	57096811.89	14358905.76	21691371.14	672.60	6764460.13	135273.78	1706186.30	.00
EXPENDITURE		25453510.38	13171126.23	3648546.80	6378762.73	42.49	1957048.02	38499.14	259484.97	.00
ENCUMBRANCE		1385726.51	.00	.00	722322.47	.00	365537.75	14791.29	283075.00	.00
BALANCE		74914444.71	43925685.66	10710358.96	14590285.94	630.11	4441874.36	81983.35	1163626.33	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		3680088.94	2833591.06	782550.59	17939.51	961.51	31920.41	2061.56	11064.30	.00
EXPENDITURE		1008659.15	771366.17	218831.00	1996.47	471.97	12252.73	1384.46	2356.35	.00
ENCUMBRANCE		7566.24	.00	.00	4327.47	.00	3238.77	.00	.00	.00
BALANCE		2663863.55	2062224.89	563719.59	11615.57	489.54	16428.91	677.10	8707.95	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		1871632.84	1348372.45	385417.66	6327.39	.00	20137.93	95648.43	15728.98	.00
EXPENDITURE		458251.13	342804.79	95183.49	1469.34	.00	5753.45	8989.34	4050.72	.00
ENCUMBRANCE		28168.19	.00	.00	4658.05	.00	3998.70	19511.44	.00	.00
BALANCE		1385213.52	1005567.66	290234.17	200.00	.00	10385.78	67147.65	11678.26	.00
INST & CURR DEV 6300										
APPROPRIATION		4369193.06	3535401.48	811759.51	8282.90	.00	8115.59	2133.58	3500.00	.00
EXPENDITURE		1221051.65	971330.70	243616.28	1859.81	.00	905.47	751.81	2587.58	.00
ENCUMBRANCE		6219.83	.00	.00	4796.45	.00	358.81	606.57	458.00	.00
BALANCE		3141921.58	2564070.78	568143.23	1626.64	.00	6851.31	775.20	454.42	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1899412.01	984894.02	292470.88	436258.42	.00	5610.24	.00	180178.45	.00
EXPENDITURE		450413.71	251525.71	66803.92	108428.30	.00	945.77	.00	22710.01	.00
ENCUMBRANCE		29038.76	.00	.00	28288.76	.00	.00	.00	750.00	.00
BALANCE		1419959.54	733368.31	225666.96	299541.36	.00	4664.47	.00	156718.44	.00
INSTR RELATED TECH 6500										
APPROPRIATION		10040135.04	651281.92	182253.54	664833.54	.00	36072.47	8505693.57	.00	.00
EXPENDITURE		3772044.96	216938.88	57637.05	455640.28	.00	25394.04	3016434.71	.00	.00
ENCUMBRANCE		444686.08	.00	.00	54700.58	.00	10621.39	379364.11	.00	.00
BALANCE		5823404.00	434343.04	124616.49	154492.68	.00	57.04	5109894.75	.00	.00
BOARD OF EDUCATION 7100										
APPROPRIATION		1625802.15	420655.55	159582.04	1023554.82	.00	1648.49	.00	20361.25	.00
EXPENDITURE		569546.47	275480.64	62743.95	230713.52	.00	408.36	.00	200.00	.00
ENCUMBRANCE		450482.30	.00	.00	449408.29	.00	1074.01	.00	.00	.00
BALANCE		605773.38	145174.91	96838.09	343433.01	.00	166.12	.00	20161.25	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
-----										
GEN ADMINISTRATION	7200									
APPROPRIATION		887050.01	438382.01	100949.36	52048.89	300.00	22564.80	.00	272804.95	.00
EXPENDITURE		164760.73	98623.18	32920.06	25255.99	76.39	4847.11	.00	3038.00	.00
ENCUMBRANCE		9540.44	.00	.00	9044.94	.00	495.50	.00	.00	.00
-----										
BALANCE		712748.84	339758.83	68029.30	17747.96	223.61	17222.19	.00	269766.95	.00
-----										
SCH ADMINISTRATION	7300									
APPROPRIATION		9245759.00	7118909.63	1906946.82	124991.84	450.00	49954.77	22198.77	22307.17	.00
EXPENDITURE		2704375.62	2087148.66	576867.49	19049.77	118.08	13552.98	1902.57	5736.07	.00
ENCUMBRANCE		79046.31	.00	.00	63406.93	.00	12736.21	1658.17	1245.00	.00
-----										
BALANCE		6462337.07	5031760.97	1330079.33	42535.14	331.92	23665.58	18638.03	15326.10	.00
-----										
FAC ACQ & CONST	7400									
APPROPRIATION		662717.81	414081.00	102037.71	31426.34	4305.00	9585.00	101282.76	.00	.00
EXPENDITURE		241731.77	135849.52	33614.03	13113.67	1592.02	3375.01	54187.52	.00	.00
ENCUMBRANCE		49054.26	.00	.00	15379.12	.00	4360.76	29314.38	.00	.00
-----										
BALANCE		371931.78	278231.48	68423.68	2933.55	2712.98	1849.23	17780.86	.00	.00
-----										
FISCAL SERVICES	7500									
APPROPRIATION		1185289.74	853350.25	246772.62	61275.51	.00	3343.31	.00	20548.05	.00
EXPENDITURE		391434.63	282688.07	81163.03	23485.79	.00	1900.45	.00	2197.29	.00
ENCUMBRANCE		26456.89	.00	.00	18022.22	.00	.00	.00	8434.67	.00
-----										
BALANCE		767398.22	570662.18	165609.59	19767.50	.00	1442.86	.00	9916.09	.00
-----										
FOOD SERVICE	7600									
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
-----										
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
-----										
CENTRAL SERVICES	7700									
APPROPRIATION		2270948.55	1345121.21	400099.98	407080.88	5665.00	104868.21	2363.27	5750.00	.00
EXPENDITURE		606687.90	436706.76	133016.36	68464.43	2147.79	34748.93	1101.49	.00	.00
ENCUMBRANCE		192603.18	.00	.00	122967.93	196.05	66184.41	154.79	3100.00	.00
-----										
BALANCE		1471657.47	908414.45	267083.62	215648.52	3321.16	73432.73	1106.99	2650.00	.00
-----										
TRANSPORTATION SER	7800									
APPROPRIATION		4624119.36	2568804.75	978791.33	294859.57	419516.33	175638.27	8271.82	178237.29	.00
EXPENDITURE		1097152.15	660326.10	227306.87	57050.50	69801.08	46611.40	980.06	35076.14	.00
ENCUMBRANCE		219393.28	.00	.00	40916.22	130283.71	42001.35	6192.00	.00	.00
-----										
BALANCE		3307573.93	1908478.65	751484.46	196892.85	219431.54	87025.52	1099.76	143161.15	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
OPERATION SERVICES 7900										
APPROPRIATION		12336287.80	3614370.59	1152681.46	3297818.24	3936162.80	325231.01	6178.38	3845.32	.00
EXPENDITURE		4410541.55	1119855.84	381951.50	1249670.95	1549935.09	104979.09	4149.08	.00	.00
ENCUMBRANCE		1015532.00	.00	.00	929278.17	7232.64	77613.82	1407.37	.00	.00
BALANCE		6910214.25	2494514.75	770729.96	1118869.12	2378995.07	142638.10	621.93	3845.32	.00
MAINTENANCE SERVICE 8100										
APPROPRIATION		3317841.46	2071579.47	578377.99	424564.93	40500.00	186762.34	14241.34	1815.39	.00
EXPENDITURE		1244675.23	800057.48	216574.18	159029.47	14582.94	52356.25	1759.52	315.39	.00
ENCUMBRANCE		351794.95	.00	.00	239246.96	473.00	103874.90	8200.09	.00	.00
BALANCE		1721371.28	1271521.99	361803.81	26288.50	25444.06	30531.19	4281.73	1500.00	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		3751807.19	1913492.78	518827.53	1078091.06	2477.57	2942.11	235776.14	200.00	.00
EXPENDITURE		1426789.23	627955.74	168219.18	619361.89	1043.08	1905.28	8204.06	100.00	.00
ENCUMBRANCE		593722.61	.00	.00	374792.29	.00	399.28	218531.04	.00	.00
BALANCE		1731295.35	1285537.04	350608.35	83936.88	1434.49	637.55	9041.04	100.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		163521766.56	87209100.06	22958424.78	29620724.98	4411010.81	7748855.08	9131123.40	2442527.45	.00
EXPENDITURE		45221626.26	22249784.47	6244995.19	9413352.91	1639810.93	2197486.48	3138343.76	337852.52	.00
ENCUMBRANCE		4889031.83	.00	.00	3081556.85	138185.40	692495.66	679731.25	297062.67	.00
BALANCE		113411108.47	64959315.59	16713429.59	17125815.22	2633014.48	4858872.94	5313048.39	1807612.26	.00
DEBT SERVICES 9200										
APPROPRIATION		94155.00	.00	.00	50000.00	.00	.00	.00	44155.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		94155.00	.00	.00	50000.00	.00	.00	.00	44155.00	.00
9700 - 9790										
APPROPRIATION		3943925.81	.00	.00	.00	.00	.00	.00	.00	3943925.81
EXPENDITURE		1838126.78	.00	.00	.00	.00	.00	.00	.00	1838126.78
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		2105799.03	.00	.00	.00	.00	.00	.00	.00	2105799.03

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
*SUB TOTAL										
APPROPRIATION		4038080.81	.00	.00	50000.00	.00	.00	.00	44155.00	3943925.81
EXPENDITURE		1838126.78	.00	.00	.00	.00	.00	.00	.00	1838126.78
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		2199954.03	.00	.00	50000.00	.00	.00	.00	44155.00	2105799.03
FUND BALANCE 2700										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		167559847.37	87209100.06	22958424.78	29670724.98	4411010.81	7748855.08	9131123.40	2486682.45	3943925.81
EXPENDITURE		47059753.04	22249784.47	6244995.19	9413352.91	1639810.93	2197486.48	3138343.76	337852.52	1838126.78
ENCUMBRANCE		4889031.83	.00	.00	3081556.85	138185.40	692495.66	679731.25	297062.67	.00
BALANCE		115611062.50	64959315.59	16713429.59	17175815.22	2633014.48	4858872.94	5313048.39	1851767.26	2105799.03



ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
DEBT SERVICES	9200									
APPROPRIATION		13057206.16	.00	.00	.00	.00	.00	.00	13057206.16	.00
EXPENDITURE		367058.10	.00	.00	.00	.00	.00	.00	367058.10	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		12690148.06	.00	.00	.00	.00	.00	.00	12690148.06	.00
*SUB TOTAL										
APPROPRIATION		13057206.16	.00	.00	.00	.00	.00	.00	13057206.16	.00
EXPENDITURE		367058.10	.00	.00	.00	.00	.00	.00	367058.10	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		12690148.06	.00	.00	.00	.00	.00	.00	12690148.06	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		13057206.16	.00	.00	.00	.00	.00	.00	13057206.16	.00
EXPENDITURE		367058.10	.00	.00	.00	.00	.00	.00	367058.10	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		12690148.06	.00	.00	.00	.00	.00	.00	12690148.06	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FAC ACQ & CONST	7400									
APPROPRIATION		24097008.37	.00	.00	.00	.00	.00	24097008.37	.00	.00
EXPENDITURE		3727931.80	.00	.00	.00	.00	.00	3727931.80	.00	.00
ENCUMBRANCE		5235032.59	.00	.00	.00	.00	.00	5235032.59	.00	.00
BALANCE		15134043.98	.00	.00	.00	.00	.00	15134043.98	.00	.00
*SUB TOTAL										
APPROPRIATION		24097008.37	.00	.00	.00	.00	.00	24097008.37	.00	.00
EXPENDITURE		3727931.80	.00	.00	.00	.00	.00	3727931.80	.00	.00
ENCUMBRANCE		5235032.59	.00	.00	.00	.00	.00	5235032.59	.00	.00
BALANCE		15134043.98	.00	.00	.00	.00	.00	15134043.98	.00	.00
9700 - 9790										
APPROPRIATION		16743185.58	.00	.00	.00	.00	.00	.00	.00	6743185.58
EXPENDITURE		145075.00	.00	.00	.00	.00	.00	.00	.00	145075.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		16598110.58	.00	.00	.00	.00	.00	.00	.00	6598110.58
*SUB TOTAL										
APPROPRIATION		16743185.58	.00	.00	.00	.00	.00	.00	.00	6743185.58
EXPENDITURE		145075.00	.00	.00	.00	.00	.00	.00	.00	145075.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		16598110.58	.00	.00	.00	.00	.00	.00	.00	6598110.58
GRAND TOTAL FOR FUND										
APPROPRIATION		40840193.95	.00	.00	.00	.00	.00	24097008.37	.00	6743185.58
EXPENDITURE		3873006.80	.00	.00	.00	.00	.00	3727931.80	.00	145075.00
ENCUMBRANCE		5235032.59	.00	.00	.00	.00	.00	5235032.59	.00	.00
BALANCE		31732154.56	.00	.00	.00	.00	.00	15134043.98	.00	6598110.58

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		5342880.36	3367093.02	1216643.19	526762.31	.00	183535.84	10015.00	38831.00	.00
EXPENDITURE		751031.25	497073.73	175319.72	15972.60	.00	48964.76	1683.75	12016.69	.00
ENCUMBRANCE		71540.65	.00	.00	27888.26	.00	41229.73	2422.66	.00	.00
BALANCE		4520308.46	2870019.29	1041323.47	482901.45	.00	93341.35	5908.59	26814.31	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		1282903.77	899956.63	285766.70	40823.00	.00	56357.44	.00	.00	.00
EXPENDITURE		277381.58	210704.48	55570.97	2934.03	.00	8172.10	.00	.00	.00
ENCUMBRANCE		3387.29	.00	.00	2368.07	.00	1019.22	.00	.00	.00
BALANCE		1002134.90	689252.15	230195.73	35520.90	.00	47166.12	.00	.00	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
INST & CURR DEV 6300										
APPROPRIATION		2473611.56	1842592.98	524850.38	75371.71	.00	7727.35	8000.00	15069.14	.00
EXPENDITURE		512509.37	389812.96	101866.47	18688.75	.00	39.44	.00	2101.75	.00
ENCUMBRANCE		6722.32	.00	.00	6722.32	.00	.00	.00	.00	.00
BALANCE		1954379.87	1452780.02	422983.91	49960.64	.00	7687.91	8000.00	12967.39	.00
INST STAFF TRAINING 6400										
APPROPRIATION		862651.60	467893.08	115864.29	173993.23	.00	47312.00	.00	57589.00	.00
EXPENDITURE		161973.80	94608.76	24891.24	30360.39	.00	5314.26	.00	6799.15	.00
ENCUMBRANCE		21760.65	.00	.00	21430.65	.00	330.00	.00	.00	.00
BALANCE		678917.15	373284.32	90973.05	122202.19	.00	41667.74	.00	50789.85	.00
GEN ADMINISTRATION 7200										
APPROPRIATION		521193.01	.00	.00	.00	.00	.00	.00	521193.01	.00
EXPENDITURE		130949.81	.00	.00	.00	.00	.00	.00	130949.81	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		390243.20	.00	.00	.00	.00	.00	.00	390243.20	.00
FOOD SERVICE 7600										
APPROPRIATION		9335159.77	3054522.16	1141721.01	219941.01	269142.61	3782022.67	548864.65	318945.66	.00
EXPENDITURE		2563094.45	678896.60	238569.74	60754.33	100330.72	914381.48	465788.61	104372.97	.00
ENCUMBRANCE		1984488.72	.00	.00	34262.09	17922.81	1853807.11	78496.71	.00	.00
BALANCE		4787576.60	2375625.56	903151.27	124924.59	150889.08	1013834.08	4579.33	214572.69	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
CENTRAL SERVICES 7700										
APPROPRIATION		4609.00	4000.00	609.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		4609.00	4000.00	609.00	.00	.00	.00	.00	.00	.00
TRANSPORTATION SER 7800										
APPROPRIATION		129583.01	6887.00	1044.00	.00	.00	.00	.00	121652.01	.00
EXPENDITURE		1836.60	.00	.00	.00	.00	.00	.00	1836.60	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		127746.41	6887.00	1044.00	.00	.00	.00	.00	119815.41	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		450962.91	331113.89	74161.48	6549.32	.00	38869.27	.00	268.95	.00
EXPENDITURE		120672.17	75365.46	13498.38	2174.32	.00	29768.06	.00	134.05	.00
ENCUMBRANCE		1097.68	.00	.00	.00	.00	1097.68	.00	.00	.00
BALANCE		329193.06	255748.43	60663.10	4375.00	.00	8003.53	.00	403.00	.00
*SUB TOTAL										
APPROPRIATION		20403554.99	9974058.76	3360660.05	1043440.58	269142.61	4115824.57	566879.65	1073548.77	.00
EXPENDITURE		4519449.03	1946461.99	609716.52	130884.42	100330.72	1006640.10	467472.36	257942.92	.00
ENCUMBRANCE		2088997.31	.00	.00	92671.39	17922.81	1897483.74	80919.37	.00	.00
BALANCE		13795108.65	8027596.77	2750943.53	819884.77	150889.08	1211700.73	18487.92	815605.85	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		20403554.99	9974058.76	3360660.05	1043440.58	269142.61	4115824.57	566879.65	1073548.77	.00
EXPENDITURE		4519449.03	1946461.99	609716.52	130884.42	100330.72	1006640.10	467472.36	257942.92	.00
ENCUMBRANCE		2088997.31	.00	.00	92671.39	17922.81	1897483.74	80919.37	.00	.00
BALANCE		13795108.65	8027596.77	2750943.53	819884.77	150889.08	1211700.73	18487.92	815605.85	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FISCAL SERVICES 7500										
APPROPRIATION		83674.00	64953.00	17721.00	250.00	.00	.00	.00	750.00	.00
EXPENDITURE		11818.13	9672.00	2146.13	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		71855.87	55281.00	15574.87	250.00	.00	.00	.00	750.00	.00
CENTRAL SERVICES 7700										
APPROPRIATION		22157398.00	94757.00	3482823.00	1234419.00	4000.00	.00	.00	17341399.00	.00
EXPENDITURE		6188489.38	31713.95	1166402.60	395796.64	1597.04	.00	.00	4592979.15	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		15968908.62	63043.05	2316420.40	838622.36	2402.96	.00	.00	12748419.85	.00
*SUB TOTAL										
APPROPRIATION		22241072.00	159710.00	3500544.00	1234669.00	4000.00	.00	.00	17342149.00	.00
EXPENDITURE		6200307.51	41385.95	1168548.73	395796.64	1597.04	.00	.00	4592979.15	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		16040764.49	118324.05	2331995.27	838872.36	2402.96	.00	.00	12749169.85	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		22241072.00	159710.00	3500544.00	1234669.00	4000.00	.00	.00	17342149.00	.00
EXPENDITURE		6200307.51	41385.95	1168548.73	395796.64	1597.04	.00	.00	4592979.15	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		16040764.49	118324.05	2331995.27	838872.36	2402.96	.00	.00	12749169.85	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
COMMUNITY SERVICES	9100									
APPROPRIATION		805621.06	573867.37	109015.03	60120.00	.00	57208.66	4910.00	500.00	.00
EXPENDITURE		228314.59	155911.97	29495.65	21681.23	.00	16569.87	4555.87	100.00	.00
ENCUMBRANCE		16484.47	.00	.00	6340.41	.00	10143.07	.99	.00	.00
BALANCE		560822.00	417955.40	79519.38	32098.36	.00	30495.72	353.14	400.00	.00
*SUB TOTAL										
APPROPRIATION		805621.06	573867.37	109015.03	60120.00	.00	57208.66	4910.00	500.00	.00
EXPENDITURE		228314.59	155911.97	29495.65	21681.23	.00	16569.87	4555.87	100.00	.00
ENCUMBRANCE		16484.47	.00	.00	6340.41	.00	10143.07	.99	.00	.00
BALANCE		560822.00	417955.40	79519.38	32098.36	.00	30495.72	353.14	400.00	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		805621.06	573867.37	109015.03	60120.00	.00	57208.66	4910.00	500.00	.00
EXPENDITURE		228314.59	155911.97	29495.65	21681.23	.00	16569.87	4555.87	100.00	.00
ENCUMBRANCE		16484.47	.00	.00	6340.41	.00	10143.07	.99	.00	.00
BALANCE		560822.00	417955.40	79519.38	32098.36	.00	30495.72	353.14	400.00	.00

\* \* \* END OF IRBD410 REPORT \* \* \*

FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING			PRD-04 OCTOBER 2017	
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
B	TRANSFERS	16,743,185.58	0.00	0.00	145,075.00	16,598,110.58
B 001	SAFETY TO HEALTH	2,421,751.61	5,714.35	499,871.01	245,526.60	1,670,639.65
B 002	ADA COMPLIANCE	250,941.31	0.00	2,575.40	26,620.23	221,745.68
B 003	ENVIRONMENTAL COMPLIANCE	1,148.14	0.00	0.00	397.03	751.11
B 004	AIR CONDITIONING	3,259,019.55	0.00	743,299.49	488,145.54	2,027,574.52
B 005	ROOFING	1,115,380.43	0.00	390,720.68	159,940.33	564,719.42
B 007	WALKWAYS AND SIDEWALKS	336,349.80	0.00	90,445.60	30,800.00	215,104.20
B 008	ELECTRICAL	189,911.71	0.00	88,134.31	41,917.39	59,860.01
B 009	SITE IMPROVEMENTS	634,766.43	0.00	139,614.19	259,048.48	236,103.76
B 010	BUILDING RENOVATIONS	1,625,073.49	0.00	79,222.41	88,010.91	1,457,840.17
B 012	TECHNOLOGY	655,038.74	0.00	42,085.87	77,275.61	535,677.26
B 013	MOTOR VEHICLES	1,174,199.40	0.00	1,117,490.00	32,318.00	24,391.40
B 016	PLUMBING & WATER PROJECTS	204,293.62	0.00	19,805.70	15,573.79	168,914.13
B 018	PAVING	380,629.31	0.00	116,292.95	99,667.61	164,668.75
B 021	TECHNOLOGY TRANS.VIDEO/COMMUN.	85,341.37	0.00	3,765.00	0.00	81,576.37
B 023	MISC.PAINT/LOCKS/TOOLS/GYM-PE	174,642.21	236.48	17,105.75	29,640.34	127,659.64
B 024	MISC EQUIPMENT	392,285.83	0.00	18,347.01	94,954.54	278,984.28
B 030	CONCRETE CLASSROOM ADDITIONS	243,349.88	0.00	20,702.00	222,413.47	234.41
B 033	WINDOWS & DOORS	15,820.94	0.00	3,491.50	81.00	12,248.44
B 034	CUSTODIAL/GROUNDS EQUIPMENT	63,807.00	5,244.00	17,788.44	34,691.25	6,083.31
B 036	CONSULTING	90,748.42	0.00	35,800.00	2,000.00	52,948.42
B 037	HARDCOURT	100,000.00	0.00	0.00	0.00	100,000.00
B 044	GYM/BAND/PE	131,562.00	0.00	2,200.00	69,144.00	60,218.00
B 048	PORTABLE LEASING & FF&E	965,068.63	0.00	121,475.46	49,345.00	794,248.17
B 051	TITLE I SKIPPED SCHOOLS	0.00	0.00	0.00	0.00	0.00
B 068	BEACHLAND EXPANSION	1,376,528.91	0.00	714,802.98	420,154.84	241,571.09
B 072	PLAYGROUNDS	740,906.55	0.00	100,980.48	123,956.30	515,969.77
B 402	NEW ADMINISTRATIVE FACILITY	23,315.86	0.00	8,800.91	10,200.50	4,314.45
B 403	SUPPORT SERVICES COMPLEX	20,000.00	0.00	13,570.00	5,900.00	530.00
B 414	PERFORMING ARTS ALLOCATION	298,723.65	0.00	78,437.01	168,454.04	51,832.60
B 421	DW CARPET TO TILE	821,887.12	0.00	70,667.00	50,337.92	700,882.20
B 429	CITRUS ADDITIONAL CLASSROOMS	118,334.32	0.00	943.87	15,700.00	101,690.45
B 431	DW CHILLER REPLACEMENT	960,353.16	0.00	66,693.00	6,155.00	887,505.16
B 442	PARKING LOT PROJECT	218,004.84	0.00	0.00	0.00	218,004.84
B 444	SCHOOL CAMPUS REHABILITATION	37,665.41	0.00	0.00	0.00	37,665.41
B 446	VBHS CITRUS BOWL RENOVATIONS	1,227,021.52	0.00	362,622.07	839,245.14	25,154.31
B 447	PIE MULTI PURPOSE ROOM	172,313.70	0.00	0.00	0.00	172,313.70
B 448	TCCAE-TECH CENTER CAREER/ADULT	2,081,545.00	0.00	247,282.50	20,316.94	1,813,945.56
B 449	STUDENT CAPACITY/IMPACT FEES	1,489,278.51	0.00	0.00	0.00	1,489,278.51
B 537	HURRICANE MATTHEW	0.00	0.00	0.00	0.00	0.00
B 551	PERFORMANCE CONTRACTING	0.00	0.00	0.00	0.00	0.00
	*	40,840,193.95	11,194.83	5,235,032.59	3,873,006.80	31,720,959.73

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FND - 420 SPECIAL REVENUE - OTHER - 420		PRD-00 BEGINNING			PRD-04	OCTOBER	2017
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B 101	Title I Part C Migrant 2016/17	764.24	0.00	0.00	764.24	0.00	.00
B 102	Title I Part C Migrant 2017/18	12535.00	0.00	990.00	1990.53	9554.47	76.22
B 105	Title I Part A Basic 2016-2017	8057.40	0.00	0.00	8057.40	0.00	.00
B 106	Title I Part A Basic 2017-2018	4964508.00	11209.22	56036.03	723722.56	4173540.19	84.07
B 110	TITLE III ENH OPP FOR IMMIG	15538.00	0.00	0.00	3640.29	11897.71	76.57
B 111	Title II FY17 Teacher Training	982.17	0.00	0.00	982.17	0.00	.00
B 112	Title II FY18 Teacher Training	677363.00	1495.00	11343.53	143633.98	520890.49	76.90
B 134	Title I School Imp Init FY18	308560.00	0.00	10517.00	820.98	297222.02	96.33
B 135	title I-school improv. 16/17	14727.87	0.00	0.00	13729.77	998.10	6.78
B 152	Title III Part A Eng Lang 2018	127477.00	329.29	638.34	29021.76	97487.61	76.47
B 177	21ST. CENTURY - PIE	60928.94	0.00	0.00	60928.94	0.00	.00
B 178	21st. century - pie	245350.00	330.00	954.80	13397.82	230667.38	94.02
B 179	21st Century Com Lg Cent 16/17	24038.23	0.00	0.00	24038.23	0.00	.00
B 180	21st Century Com Lgnr Cntr 18	146839.00	1237.50	162.88	24751.44	120687.18	82.19
B 200	IDEA Part B Pre K 2017-2018	115632.28	923.66	645.60	28278.78	85784.24	74.19
B 206	IDEA Part B 2017-2018	3974786.00	275.00	17209.29	782883.47	3174418.24	79.86
B 302	Adult Education FY 17/18	151203.00	27.00	732.56	42696.61	107746.83	71.26
B 310	Carl Perkins Sec Voc Ed FY18	172227.00	435.00	2169.34	43354.15	126268.51	73.32
	*	11021517.13	16261.67	101399.37	1946693.12	8957162.97	81.27

FND - 421 SPECIAL REVEVUE-OTHER FED DIR		PRD-00 BEGINNING			PRD-04	OCTOBER	2017	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	%	REM
B	202	SEDNET ALLOCATION	20386.00	0.00	731.50	1274.55	18379.95	90.16
B	205	SEDNET E/BD CONTACTS MTG MINI	23.53	0.00	0.00	23.53	0.00	.00
B	210	FDLRS - 2017/2018	2290.00	0.00	0.00	3496.84	1206.84-	52.70-
B	315	CARL PERKINS POST SEC FY16/17	383.56	0.00	0.00	383.56	0.00	.00
B	316	Carl Perkins Post Sec IRSC 16	23795.00	868.38	2377.72	4482.98	16065.92	67.52
		*	46878.09	868.38	3109.22	9661.46	33239.03	70.91

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
REQUEST 163 TOTAL	11068395.22	17130.05	104508.59	1956354.58	8990402.00	81.23

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