

**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: January 23, 2018**

**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. **Short Video on School Initiatives – Recycling Program Launch**
  - B. **Musical Rendition by Encore Choral Performance – Mr. Larry Stanley**
  - C. **Casual for a Cause Check Presentation – Salvation Army**
  - D. **Florida School Board Attorneys Association's C. Graham Carothers Award – Mr. Wes Bradshaw, President FSBA**
  - E. **Winner of the Tuttle Holiday Card Contest – Mary-Therese Vanhollenbeck**
  - F. **Check Presentation to Chris Kohlstedt of Pelican Island Elementary School from the United Way – Meredith Egan, Chief Operating Officer**
- V. CITIZEN INPUT

VI. CONSENT AGENDA

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

1. Approval of November 21, 2017 – Business Meeting Minutes
2. Approval of December 12, 2017 – Business Meeting Minutes
3. Approval of December 12, 2017 – Superintendent’s Workshop 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 Middle School Choir to travel Charleston/Charlotte, NC and Savannah, GA – Mrs. Dampier**

Sebastian River Middle School’s Madrigal choir has been invited to participate in a clinic at the College of Charleston School of Music, Friday, April 27, 2018 through Sunday, April 29th. Approximately 36 students will travel to Charleston and participate in the clinic. Students will also participate in a Music Performance Assessment in Charlotte, NC, where they will be judged, scored and rated against other choirs at the secondary level. All expenses will be paid for through participation fees and fundraising dollars. Insurance for this field trip has been approved by Risk Management. Superintendent recommends approval.

**D. Approval of Student Progression Plan for 2017-2018 – Mrs. Dampier**

The State Board of Education requires each District to maintain a Student Progression Plan that outlines policies and procedures related to promotion and retention. The District Student Progression Plan helps to ensure that the required program of study, placement, promotion, reporting, retention, and assessment procedures are equitable and comprehensive; thereby, providing accountability for all students. The School District of Indian River County’s Student Progression Plan has been revised to reflect legislative changes and has been edited for clarification. Superintendent recommends approval.

**E. Approval of Renewal of Skate Factory/Skate Solutions – Mrs. Dampier**

The Extended Day Program is requesting approval of the renewal of the Transportation Service Agreement between the School Board and Skate Factory of Vero. This agreement is effective March 1, 2018 through February 28, 2019, at no cost to the district. Superintendent recommends approval.

**F. Approval of Revisions to the State's Uniform Assessment Calendar - Mr. Green**

On September 19<sup>th</sup>, 2017, the School Board approved the Statewide Uniform Assessment Calendar. Due to the impacts of the 2017 hurricanes to Florida, the Department of Education has extended the testing windows for the Florida Standards Assessment (FSA) Grade 3 English Language Arts (ELA) Reading, Grades 4-10 ELA Reading, Grades 3-8 Mathematics, and all End of Course exams an additional week. The Department of Education also added two makeup opportunities for the FSA ELA Writing assessment. Attached is the amended Florida Department of Education's Uniform Assessment Calendar for the 2017-18 school year. Superintendent recommends approval.

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

1. Fellsmere Elementary School received a donation from St. Augustine of Canterbury in the amount of \$2,100. The funds will be used for Christmas gifts for the students of Fellsmere Elementary.
2. Oslo Middle School received a donation in the amount of \$2,500.51 from the Vero Beach Art Club, Inc. The funds will benefit the Oslo Middle School Art's Program. A donation in the amount of \$1,000 was received from Lifestyle Home Builders, Inc. The donation will be used to make improvements to Oslo Middle School.
3. Indian River Academy received a donation in the amount of \$1,880 from Kathleen Corrick. The donation will be used for scholarships for the Indian River Academy fourth grade student trip to St. Augustine.
4. Storm Grove Middle School received a donation in the amount of \$4,650 from the Education Foundation of Indian River County. The funds will be used for seating for 21<sup>st</sup> Century Learning at Storm Grove Middle School.

Superintendent recommends approval.

**H. Approval of Out of Field Teachers Report – Mr. Green**

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

**I. 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 – Special Revenue

Superintendent recommends approval.

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

This request is for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached lists represent property to be deleted from various inventories and/or for items that have been declared surplus. After Board approval, property will be recycled and/or auctioned. Superintendent recommends approval.

VII. ACTION AGENDA

**A. Approval to Rename the Teacher Education Center (TEC) as the Joe N. Idlette, Jr. Teacher Education Center – Dr. Rendell**

The Concerned Citizens of Gifford, FL, are requesting approval to rename the Teacher Education Center, "The Joe N. Idlette, Jr. Teacher Education Center," in honor of Mr. Idlette's contributions as the first African-American to serve on the Indian River County School Board and for his positive influence in providing an equal quality education for all children in Indian River County. This includes his work in the community at Mt. Zion AME Church, The Progressive Civic League of Gifford, FL, Inc., the NAACP, and The Gifford Youth Achievement Center, among others. Pursuant to School Board Policy 7250 – Commemoration of School Facilities – all requirements in this process were followed, including a majority vote of a facility naming committee. This action requires a super majority vote by the School Board. Superintendent recommends approval.

**B. Public Hearing for Adoption of New, Revised, and Repealed District School Board Policies – Dr. Rendell**

On December 12, 2017, the Board moved approval to set a Public Hearing date to adopt new, revised, and repealed District School Board Policies. The purpose of the revisions, new policies, and repealed policies is to comply with changes in State and Federal Legislative action during the 2016 Legislative Session, as well as current practice. The policy change process was followed in accordance with Florida Statutes, under Florida Administrative Procedures Act, Chapter 120 Rulemaking; and School Board Bylaw 0131. The proposed policies are attached. Superintendent recommends approval.

**C. 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.

**D. 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.

**E. Approval of 2017-2018 Title IV Part A Student Support and Academic Enrichment (SSAE) Grant - Mrs. Dampier**

The Every Student Succeeds Act (ESSA) reauthorized the Elementary and Secondary Education Act of 1965 (ESEA). The ESEA includes provisions that promote equitable access to educational opportunity, including holding all students to high academic standards. Newly authorized under subpart 1 of Title IV, Part A of the ESEA, the Student Support and Academic Enrichment (SSAE) program is intended to help meet the objective of ESSA by increasing the capacity of state educational agencies (SEAs), local educational agencies (LEAs), schools and local communities to provide students with access to a well-rounded education, improve safe and healthy school conditions for student learning, and improve the use of technology in order to improve the academic achievement and digital literacy of all students. (ESEA section 4101). Funds will be utilized to support the project objectives at Vero Beach High School and Sebastian River High School. The project period is through September 30, 2018. District allocation is \$113,094.51. Superintendent recommends approval.

**F. Approval of Indian River Charter High School Contract Renewal Application and Program Review – Mr. Green**

Indian River Charter High School’s current charter contract with the School Board expires on June 30, 2018. As outlined in School Board Policy 9800, the District’s Charter School Application Review Committee conducted a program review of Indian River Charter High School as required under F.S. 1002.33. After a review of the twenty-one indicators in the attached program review form, the committee recommended to the superintendent the approval of the charter school’s renewal application. Superintendent recommends approval.

**G. Approval of Guaranteed Maximum Price for the Technical Education Center Project – Summit Construction of Vero Beach LLC (SDIRC #01-0-2018JC) – Mr. Teske**

Approval is recommended for the Guaranteed Maximum Price (GMP) for the Technical Education Center project in the amount of \$1,600,100.00. This price includes all construction and management costs with Summit Construction of Vero Beach LLC. This project will consist of the construction of a new +/- 4,000 square foot single-story Vocational Classroom/Lab Building consisting of a Welding Lab, Building Construction Lab and Common Classroom Area, as well as Renovations to existing classrooms, for the conversion of the existing Gifford Alternative School Campus to a Technical Center for Career & Adult Education Facility. The GMP does not include architect, engineering, and testing fees at an estimated cost of \$217,000.00, for a total project cost of \$1,817,100.00. Superintendent recommends approval.

**H. Approval of Agreement Form for Construction Contracted Services with SiteSecure, LLC., A Miller Electric Company for Wabasso School Card Access System – Mr. Teske**

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and SiteSecure, LLC., A Miller Electric Company, to furnish and install a new open options card access systems to secure 34 existing doors at Wabasso School as outlined in the proposal and as per the terms and conditions of the Seminole County RFP-0036-15/RTB. The cost of construction of this project is not to exceed \$170,546.67, which includes the proposal amount of \$155,546.67 and an owner added contingency in the amount of \$15,000, for an overall total estimated project cost of \$170,546.67. Superintendent recommends approval.

**I. Approval of Release of Final Payment to Pinnacle Construction of the Treasure Coast, LLC for the Gifford Middle PE Field Drainage Improvements and Repave Car/Bus Loop Project (SDIRC #11-0-2017JC) – Mr. Teske**

Approval is recommended for release of Final Payment in the amount of \$38,976.31 to Pinnacle Construction of the Treasure Coast, LLC for the Gifford Middle PE Field Drainage Improvements and Repave Car/Bus Loop Project (SDIRC #11-0-2017JC). On April 25, 2017, the Board approved the Owner Contractor Construction Agreement (Lump Sum) for the Gifford Middle PE Field Drainage Improvements and Repave Car/Bus Loop Project in the amount of \$428,733.00 (\$372,811.00 Contractors Bid Price/\$55,922.00 Owner Added Contingency); with the final construction cost for this project totaling \$389,763.10. The unused portion of the contract in the amount of \$38,969.90 is the remaining balance of the owner added contingency. The contract amount does not include Engineering and Testing fees totaling \$24,687.00, for an overall total project cost of \$414,450.10. 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.

**J. Approval of Release of Final Payment to Kerns Construction & Property Management, Inc. for the Osceola Magnet Single Point of Entry Project (SDIRC #09-0-2017JC) – Mr. Teske**

Approval is recommended for release of Final Payment in the amount of \$18,545.00 to Kerns Construction & Property Management, Inc. for the Osceola Magnet Single Point of Entry Project (SDIRC #09-0-2017JC). On April 11, 2017, the Board approved the Owner Contractor Construction Agreement (Lump Sum) for the Osceola Magnet Single Point of Entry Project in the amount of \$146,560.00 (\$126,560.00 Contractors Bid Price/\$20,000.00 Owner Added Contingency); with the final construction cost for this project totaling \$138,916.40. The unused portion of the contract in the amount of \$7,643.60 is the remaining balance of the owner added contingency. The contract amount does not include Architectural fees totaling \$19,950.00, for an overall total project cost of \$158,866.40. 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.

**K. Approval of Release of Final Payment to Paul Jacquin & Sons, Inc. for the Sebastian High School Band Room Renovations and Exterior Gate Replacement Project (SDIRC #12-0-2017JC) – Mr. Teske**

Approval is recommended for release of Final Payment in the amount of \$56,779.60 to Paul Jacquin & Sons, Inc. for the Sebastian High School Band Room Renovations and Exterior Gate Replacement Project (SDIRC #12-0-2017JC). On April 25, 2017, the Board approved the Owner Contractor Construction Agreement (Lump Sum) for the Sebastian High School Band Room Renovations and Exterior Gate Replacement Project in the amount of \$573,465.00 (\$498,665.00 Contractors Bid Price/\$74,800.00 Owner Added Contingency); with the final construction cost for this project totaling \$567,795.76. The unused portion of the contract in the amount of \$5,669.24 is the remaining balance of the owner added contingency. The contract amount does not include Architectural, Engineering or Testing fees totaling \$44,116.00, for an overall total project cost of \$611,911.76. 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.

**L. Approval to pay invoices for EE&G and Mr. Restore for Mold Remediation work at Osceola Magnet School – Mr. Teske**

This item is to request Board approval to pay EE&G Invoice# 70985-2017-6134 dated October 12, 2017 for \$59,455.43 and Mr. Restore Invoice # dated September 18, 2017 for \$93,696.71. These invoices are for mold remediation work performed at the beginning of the 2017/18 School Year at Osceola Magnet School. Subsequent to the event and the relocation of students to their classrooms the District filed a Property Casualty Claim with Crawford & Company, the excess carriers on the District's Property Casualty program. As a result of Hurricanes Harvey and Irma, delays occurred in the claim being processed for payment. Unfortunately, the District received notice from the carrier on January 9, 2018, that our claim was denied due to an exclusion in the District's insurance policy. These invoices are currently past due as a result of his delayed decision by the carrier. The total financial impact of this request is \$126,552.15 due to the District receiving reimbursement of \$26,599.99 from Hartford Steam Boiler for the broken equipment part. An email from Crawford & Company and invoices are included in the backup. Superintendent Recommends Approval

**M. Approval to Accept Internal Accounts Audit Report for Fiscal Year that Ended June 30, 2017 – Mr. Morrison**

The annual Internal Accounts Audit for the fiscal year that ended June 30, 2017, has been completed by Berger, Toombs, Elam, Gaines and Frank. Incorporated within the Internal Account Audit Report are the Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters as completed. Superintendent recommends approval.

**N. Approval of the Services Agreement between the School Board of Indian River County and Explain My Benefits (EMB) for the provision of an online employee benefits enrollment and administration system. - Mr. Morrison**

Approval is requested for the agreement between the School Board of Indian River County and Explain My Benefits (EMB) for the provision of an online employee benefits enrollment and administration system. On March 2, 2016 the District executed a two year contract for a Platform License and Services Agreement with PlanSource Benefits Administration, Inc. Subsequent to the execution of this contract several performance issues resulted in the District seeking an alternative vendor to replace the current platform. A committee comprising of District staff as well as representatives from AON Hewitt, Inc met and reviewed other platforms. The estimated cost of the agreement is approximately \$92,450 annually and will be paid from the commissions generated from the District's Benefits products to AON Hewitt. The effective date of the contract is March 2, 2018. Superintendent recommends approval.



**O. Approval to correct the Purchase Order authority for SCERMP on the 2017/18 approved Recurring Vendor List. - Mr. Morrison**

The School Board at its regularly scheduled Business Meeting on August 8, 2017, Action Item E, approved the Superintendent's request for purchase order authority for various recurring vendors. Included in approved list of vendors was approximately \$2,401,100 for Property Casualty and Workers Compensation premium payment to the District's consortium SCERMP. During the Budget Priorities and Recommendations Workshop on May 23<sup>rd</sup> 2017, staff had reported an increase of \$175,069 in the 2017/18 Property Casualty premium which was included and approved in the 2017/18 Beginning Budget on September 7, 2017. However, due an oversight the Recurring Vendor List that was approved by the School Board on August 8, 2017 did not include the increase and this item is to correct the document to reflect the amount of \$2,576,169 approved in the Budget. Superintendent recommends approval.

**P. Approval of Superintendent's New Evaluation Template for 2018 – Chairman Frost**

Approval is requested for the proposed Superintendent's Evaluation Template, as discussed at the December 12, 2017 Workshop. Superintendent recommends approval.

**Q. Approval of Superintendent's New Evaluation Timeline for 2018 – Chairman Frost**

Approval is requested for the Superintendent's Evaluation Timeline, which was reviewed at the December 12, 2017, and January 9, 2018 Board Workshops. Superintendent recommends approval.

**R. Approval of Proposed Second Amendment to Superintendent's Employment Agreement – Chairman Frost**

In furtherance of the School Board's discussion at the January 9, 2018 Workshop, approval is requested for the Second Amendment to the Superintendent's Employment Agreement dated May 12, 2015, as amended by the First Amendment dated January 26, 2016.

Superintendent recommends approval.

VIII. SUPERINTENDENT'S REPORT

IX. DISCUSSION

Pay to Play - Mrs. Simchick

Cold Weather Protocol and Board Policy – Mrs. Justice

Joint Legislative Auditing Committee – Mr. Frost

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA

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

Attached are the Financial Reports for the month ending November 30, 2017.

**B. Recurring Vendor 2nd Quarter Report of Released Purchase Orders - Mr. Morrison**

Pursuant to Action Agenda Item E. Business Meeting on August 8, 2017, whereby as a means of efficient management of District operations, the School Board approved Purchase Order authority caps for a list of vendors that routinely provide goods and services to the District. In accordance with the School Board's directive, staff hereby, presents the attached report of released purchase orders or expenditures for all vendors on the list for the quarter October 1, 2017 through December 31, 2017, for fiscal year 2017-2018. This report is updated on a quarterly basis and ensures that previously approved limits are not exceeded. Please see attached backup.

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>.

The District School Board of Indian River County met on November 21, 2017, at 6:00 p.m. The Business Meeting was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Shawn R. Frost, Vice Chairman Charles G. Searcy, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present. Prior to the meeting, an invocation was given by Deacon Don Battista of St. Helen’s Catholic Church of Vero Beach.

### Meeting Minutes

- I. Meeting was called to order by Chairman Frost at 6:00 p.m.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS BY Sebastian River High School’s Navy Junior ROTC under the Direction of (Lieutenant Commander) LCDR James Landis USN (Retired) and (Master Sergeant) MSgt. Michael Hussey USMC (Retired).
- III. ADOPTION OF ORDERS OF THE DAY  
Chairman Frost asked if the members would like to move any items from Consent to Action. Dr. Rendell asked if the Board would accept the Human Resources Consent B Amendment. Mr. Searcy asked to have Consent F moved to Action. Chairman Frost called for a Motion to Adopt the Orders of the Day with the two stated changes. Mrs. Simchick motioned to Adopt the Orders of the Day, as amended. She requested Consent F be moved to Action. Mr. Searcy seconded the motion and it carried unanimously, with a 5-0 vote.
- IV. PRESENTATIONS  
Dr. Rendell briefly shared the list of Presentations.
  - A. **Casual for a Cause Check Presentation – American Cancer Society**  
American Cancer Society, Jenny Davis – Community Manger was present for the check presentation. Cristen McMillan reviewed the Casual for a Cause and shared a check in the amount of \$4528 was being presented to Jenny Davis. Prior to accepting the check, Ms. Davis presented an award to Dr. Rendell for raising over \$12,000 for the Real Men Wear Pink Campaign. A photo was taken with Ms. Davis, Dr. Rendell and the Board Members.

**B. ConEdison Solutions Check Presentation – by Mr. Alan Beer**

Ms. McMillan turned this over to Mr. Morrison who explained the energy savings contracting. He continued to explain the program and partnership with ConEdison Solutions. Mr. Morrison introduced Mr. Beer, and a check was presented to the District in the amount of \$140,794. Mr. Beer took this opportunity to speak to the Board Members and thank them for the Districts participation. A photo was taken with Mr. Beer, Mr. Morrison, Dr. Rendell, and the Board Members.

**C. Musical Rendition by Rosewood Magnet School – Ms. Joann Palmer**

Ms. McMillan introduced the Rosewood Magnet School Panther Performers, 4<sup>th</sup> and 5<sup>th</sup> graders. They will be singing the school song, Heal the World and Rudolph the Red Nose Reindeer.

**D. Short Video on School Initiatives- Observation of Veterans Day.**

The video showed how the different schools celebrated, welcomed and participated with our local veterans. Veterans in the Classroom Program was also covered in the video.

V. CITIZEN INPUT

Mike Murray – CWA Make Up Days

VI. CONSENT AGENDA

Chairman Frost called for a MOTION. Mrs. Simchick moved approval of the Consent Agenda. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote. Dr. Rendell asked the Chairman if he could speak with regards to Consent C. He wanted to share with the Board Members and audience that the band members were invited to march in a parade in London in 2019. Funding will all be done by the band members. Dr. Rendell and the Board wish them well in the fund raising and the trip.

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

1. Approval of October 24, 2017 – Superintendent’s Workshop Minutes
  2. Approval of October 24, 2017 – Business Meeting Minutes
- Superintendent recommends approval.

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

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

**C. Approval of Vero Beach High School Band to travel to London – Mrs. Dampier**

Vero Beach High School is requesting permission for members of the Fighting Indians Band to travel to London. The band has been invited to perform in the London New Year's Day Parade. The band was chosen by a selection committee affiliated with Youth Music of the World. The group will depart on December 26, 2018, and will return on January 2, 2019. All insurance requirements have been completed. The costs for this trip will be paid through fund raising. There will be no cost to the District. Superintendent recommends approval.

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

1.) Wabasso School received a donation in the amount of \$1,500 from the Fraternal Order of the Eagles. The funds will be used to purchase classroom materials to enrich rich student academic instruction for the students of Wabasso School.

2.) The Public Information Office received a donation in the amount of \$5,695 from Napier & Rollin PLLC for the Teacher and Employee of the Year dinner.

3.) Vero Beach High School received a donation in the amount of \$1,500 from Jean L. Taylor. The funds will be utilized by the Vero Beach High School Swim Team.

Superintendent recommends approval.

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

This request is for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached lists represent property to be deleted from various inventories and/or for items that have been declared surplus. After Board approval, property will be recycled and/or auctioned. Superintendent recommends approval.

VII. ACTION AGENDA

Chairman Frost brought Consent F to the top of the Action Items for discussion and vote. He asked Mr. Searcy to speak with regards to this. It was asked for the Exhibit B that was mentioned in the blurb. Mr. Morrison explained he did not have this with him to present and it was asked to have this item tabled until the December meeting. The Chairman asked if it would cause a problem. Mr. Morrison said the date can be changed. Mrs. Zorc made a Motion to bring this back in December meeting for a vote. Mr. Searcy seconded the motion. Chairman Frost requested it to be tabled this and motion was withdrawn from both Mr. Searcy and Mrs. Zorc. Mrs. Simchick made a Motion to table until information was provided or move it until the December meeting. Mrs. Justice seconded the motion.

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

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 renewal two of two. There are no direct costs for these services as the consultant's fees are generated by insurance commissions. The new contract period will be December 9, 2017, through December 8, 2018. All terms and conditions will continue as stated in the associated agreement. Please see attached backup. Superintendent recommends approval.

**B. Approval to Accept Construction Attestation Report for the Indian River County School Board’s Administrative Complex– Mr. Morrison**

On August 12, 2008, The School Board approved, District staff to engage the firm of Carr, Riggs & Ingram, LLC, to perform agreed upon procedures relative to the construction costs and related contract for the construction of the Alternative Education Center. Subsequently, under the Superintendent’s purchasing authority, this firm was engaged to perform construction attestation services for various CMAR projects undertaken by the District. The purpose of this engagement is to enact best business practice to affirm that the contract terms were properly applied to the job costs of the project and to ensure the District did not overpay for any items during the billing process. The cost of this attestation is approximately \$11,200 and was paid for out of the capital projects fund. In the event, any project costs are recovered, the proceeds will be used to offset the fee. Based on the attestation procedures performed the following is a reconciliation of the guaranteed maximum price (GMP) versus total amounts paid:

<b>Construction:</b>	<b>Amounts</b>
Adjusted GMP per Construction Manager	\$ 5,750,474
Adjusted GMP based on attestation procedures	\$ 5,749,238
Owed to the district	\$ 1,236

A check in the amount of \$1,236 has been received from Pirtle Construction in full settlement of the amount owed to the District for the Administrative Complex project. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell reviewed this with everyone and asked Mr. Morrison if he had anything to add. Mr. Morrison reviewed the information with the Board and shared how the penalty being entered into the contract has worked. Mrs. Simchick made the Motion to approve. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote. All of the Board Members were pleased with bringing this penalty back to the contracts.

**C. Approval to Award Invitation to Bid (ITB) #04-0-2018/JC for Mechanical Services and Repairs to Mid-State Mechanical of Vero Beach, Inc. as Primary Vendor and Climate Control Mechanical Service as Secondary Vendor - Mr. Morrison**

The purpose and intent of this Invitation to Bid was to secure firm fixed hourly rates for mechanical services such as HVAC installation, maintenance, repairs, sheet metal work, chiller change outs, chilled water piping and other work as requested on an as needed basis for projects and repairs. The majority of work for these projects will take place when students are absent from the campus such as late afternoons or weekends. To meet the time and task demands of this school district, primary and secondary awards will be made. If for some reason the primary awardee is not able to keep up with assignments the secondary awardee will be activated. The estimated financial impact is ~~\$200,000~~ \$300,000. The term of this ITB is November 22, 2017 through November 21, 2018 and may, by mutual agreement between the Board and the awardee, be renewed for two additional one year periods. The Purchasing Department recommends primary award to Mid-State Mechanical of Vero Beach, Inc. as the lowest and best responsive and responsible bidder meeting specifications, terms and conditions and secondary award to Climate Control Mechanical Service. Please see attached backup. Superintendent approves recommendation.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell shared the information with the audience and asked Mr. Morrison to explain. Mr. Morrison briefly explained the reputation this company has with the District and the company being local as well. Chairman Frost called for a MOTION. Mrs. Simchick moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.



**D. Approval of Agreement for Contracted Services Invitation to Bid (ITB) #04-0-2018/JC for Mechanical Services and Repairs to Mid-State Mechanical of Vero Beach, Inc. as Primary Vendor and Climate Control Mechanical Service as Secondary Vendor - Mr. Morrison**

Approval is recommended for the Agreement for Contracted Services between the School District of Indian River County and Mid-State Mechanical of Vero Beach, Inc. as primary vendor and Climate Control Mechanical Service as secondary vendor for mechanical services and repairs. The estimated expenditure for the contract period of November 22, 2017 through November 21, 2018 is ~~\$200,000~~ \$300,000. See attached backup. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell shared the information with the audience. He explained this was the same as Action Item B. Chairman Frost called for a MOTION. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

Chairman Frost brought back Consent Item F. Mr. Morrison was unable to provide the information at that time. Mrs. Simchick made a Motion to bring back Consent Item F to the December 12th Meeting. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

**E. Approval to Award Request for Proposal (RFP) #02-0-2018/JC Employee Benefits Audit to Siver Insurance Consultants - Mr. Morrison**

The purpose and intent of this RFP is for the outsourcing of a qualified firm to conduct a comprehensive claims audit of the District's self-insured employee and retiree health Benefits Program that is administered by Blue Cross Blue Shield of Florida. This RFP will be awarded to a single firm as a group. Award will be made not on the basis of price alone, but to the proposal whose submission contains the most advantageous combination of price, qualifications, experience, references and work capacity. The total cost of this project is not to exceed \$30,000. The Purchasing Department recommends award to Siver Insurance Consultants as the best responsive and responsible bidder meeting specifications, terms and conditions. See attached backup. Individual evaluation sheets are on file in the Purchasing Department. Superintendent approves recommendation.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell the information with the audience. He asked Mr. Morrison if he had anything to add. Mr. Morrison reviewed why the audit was selected and some of the scope of work. Chairman Frost called for a MOTION. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

**F. Approval of Agreement for Contracted Services Request for Proposals (RFP) #02-0-2018/JC for Employee Benefits Audit to Siver Insurance Consultants – Mr. Morrison**

Approval is recommended for the Agreement for Contracted Services between the School District of Indian River County and Siver Insurance Consultants to conduct a comprehensive claims audit of the District's self-insured employee and retiree health benefits program. The total cost of this project is not to exceed \$30,000. See attached backup. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell explained that this is the same as Action Item D, just that one was the RFP and this was the awarding of the contract. Dr. Rendell was seeking the Board's approval. Chairman Frost called for a MOTION. Mr. Searcy moved approval and Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

**G. Approval of Agreement For Construction Contracted Services with Macy Construction Corp, for Citrus Elementary 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 Macy Construction Corp, to furnish all materials and install new extruded aluminum walkway covers at Citrus 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 \$62,800, which includes the proposal amount of \$52,800 and an owner added contingency in the amount of \$10,000. This Agreement includes all labor, materials and engineering, for an estimated overall total project cost of \$62,800. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell shared the information with the audience. He explained that Action F and G are the same, just two different schools. Chairman called for a MOTION. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote. Mrs. Simchick asked what the time table was for the jobs. Mr. Teske stated that the deadline was April 30<sup>th</sup>, if not sooner. She also asked if there were alternatives for the student traffic. Mr. Teske said they are already used to being diverted due to current rain. Mrs. Justice expressed pleasure this was being done, even though it was a lot of money. Mrs. Zorc asked about the locations. She also asked about the funding and Mr. Morrison explained it was coming from impact fees.

**H. Approval of Agreement For Construction Contracted Services with Macy Construction Corp, for Fellsmere Elementary 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 Macy Construction Corp, to furnish all materials and install new extruded aluminum walkway covers at Fellsmere 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 \$77,500, which includes the proposal amount of \$62,500 and an owner added contingency in the amount of \$15,000. This Agreement includes all labor, materials and engineering, for an estimated overall total project cost of \$77,500. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell explained to the Board and audience that this was the same as Action Item F. Chairman Frost called for a motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote. Mr. Searcy asked what the difference was in price. Mr. Teske explained there was some difference in materials. Mr. Westenberger said this was added for contingency due to the difference in the job.

**I. Approval of Non-Instructional Work Calendars for Hurricane Irma Make Up Days – Mr. Green**

In the interest of the safety and well-being of students and employees of the District, the Superintendent declared district-wide closing of schools for students due to Hurricane Irma, Thursday, September 7, 2017 thru Friday, September 15, 2017. The Florida Department of Education has indicated that school districts will have two (2) days waived. Additionally, the District is able to waive two (2) of the missed days. Therefore, the District will need to make-up three (3) student days. The 2017-2018 Non-Instructional Work Calendars will be revised to provide for staffing during student attendance as outlined in the attached calendars. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell explained to the Board and the audience the changes and impacts. The calendar covers the different work calendars. Mr. Green added further detail and options provided to the CWA. Chairman Frost called for a MOTION. Mrs. Justice moved approval. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote. It was asked if the Union signed off on these dates. Mr. Green said yes.

**J. Approval of 2017-2018 Transportation Service Agreement with Senior Resource Association/Indian River Transit– Mr. Teske**

Attached is the 2017-2018 Transportation Agreement with Senior Resource Association/Indian River Transit. The agreement is to provide residential curb to curb transportation services to students with disabilities within the school district who live in areas which are deemed inaccessible by school bus. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell thanked the Senior Resource Association for their partnership with transportation of a student. Chairman Frost called for a MOTION. Mrs. Justice moved approval. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote. The Board expressed their pleasure in the partnership. It was also asked why the District's smaller buses were not able to be used. Dr. Rendell explained the District's smaller buses were unable to get around the cul-de-sac where this student resides.

Mr. Morrison asked to address the School Board with regards to the Consent Item F that was tabled. He shared with the Board that the Exhibit in question was on the December 8 2015, Board Agenda - Action J. He read the information to the Board for clarification and explained he will bring this back to December 12<sup>th</sup>'s Meeting.

**VIII. SUPERINTENDENT'S REPORT**

Dr. Rendell just wanted to share a couple of changes in the two information items below. In Information A, it should read first quarter, not second quarter. This was just a correction in the blurb. The second correction is in Information B. This is a difference in the year stated. The year should state 2016/2017 not 2012/2013. The back-up is correct; the only change was to be made to the blurb.

Dr. Rendell went on to share with the audience the Recycling Program that was presented by Stephanie Fonvielle, from Solid Waste Disposal District. He explained the partnership between the recycling program and four of the schools that are going to participate in the pilot program.

IX. DISCUSSION

Mrs. Zorc brought up that there was a teacher that was present and wanted to have a discussion with regards to the emails that have been received. Mrs. Simchick stated, they felt this was a Human Resource and Superintendent decision. The Chairman turned this over to the Board Attorney, Mrs. D'Agresta. She provided some guidance to the Board and asked for the Superintendent to have time to review. At which time, the Chairman said the attorney advised the Board not to discuss the matter. Mrs. Simchick said she wasn't going to discuss a contractual issue. The Chairman finalized the conversation with advising the Mrs. Zorc to discuss this with the Board's Attorney. It was so noted by Chairman Frost, that the employee asked for it to be discussed.

X. SCHOOL BOARD MEMBER MATTERS

Mrs. Justice shared the CTE Steering Committee Meeting at Sebastian River High School, also Construction Career Day in Orlando was brought to everyone's attention, transportation will be provided. Executive Roundtable – Dodgertown Elementary is going to be a model school for Kids at Hope. An award was given for the Campaign for Grade Level Reading, Pace Setter Award. The Beachland Dedication was amazing. Veteran's Day recognition with being in school and recognizing all of the veterans. Mrs. Simchick congratulated the Vero Beach High School Band for the invitation for the trip, congratulations to the athletes for their signing. Mrs. Zorc thanked the support staff for supporting the degree program that has been promoted in 25 locations with the Indian River State College. Chairman Frost wanted to thank his colleges for the trust they have placed in him for taking the Chairman's position. He also wanted to thank Mr. Murray and Mrs. Cannon for working with the Superintendent on finding a solution for the make-up dates. Also, he and all of the Board Members, wished everyone a Happy Thanksgiving.

XI. INFORMATION AGENDA

**A. Recurring Vendor 1st Quarter Report of Released Purchase Orders - Mr. Morrison**

Pursuant to Action Agenda Item E. Business Meeting on August 8, 2017, whereby as a means of efficient management of District operations, the School Board approved, Purchase Order authority caps for a list of vendors that routinely provide goods and services to the District. In accordance with the School Board's directive, staff hereby, presents the attached report of released purchase orders or expenditures for all vendors on the list for the quarter July 1, 2017 through September 30, 2017, for fiscal year 2017-2018. This report is updated on a quarterly basis and ensures that previously approved limits are not exceeded. Please see attached backup.

**B. Charter School Annual Financial Audit Reports:**

Pursuant to Florida Statute 1002.33 (5)(b)1b) requiring the sponsor of a charter school to monitor its revenues and expenses of the charter school, and in accordance with Florida Statute 1002.33(9)(g)(2) requiring charter schools to provide an annual financial report, and in compliance with Florida Statute 1002.33 (9)(j)(1) in ensuring that the governing board of a charter school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to s. 1002.345(2), the 2016/2017 charter schools Annual Financial Audit Reports are presented.

**XII. SUPERINTENDENT'S CLOSING**

Dr. Rendell wanted to echo the theme of Thanksgiving and he wanted to highlight the donations the District receives. These are the Wabasso School received \$1500 from the Fraternal Order of the Eagles. These funds will be used to purchaser classroom materials. The Chef's from the school were here today delivering Apple Crisp and Pecan pies that they made in their kitchen. Please look at the website to learn more about the school. And thank you to the Fraternal Order of the Eagles for this donation. Vero Beach High School received a \$1500 donation from Jean L. Taylor. These funds will be utilized by the Vero Beach High School Swim Team. They were very competitive and this will help in sending a couple of swimmers and divers to state. Our Public Information Office received a donation in the amount of \$5695 from Napier & Rollin, PLLC., to fund the Teacher of the Year and Employee of the Year. This year there is going to be a dinner for all of them together at Captain Hiram's, Tiffany Room.

**XIII. ADJOURNMENT – Chairman Frost**

Meeting was adjourned at approximately 7:24 p.m.

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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The District School Board of Indian River County met on December 12, 2017, at 6:00 p.m. The Business Meeting was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Shawn R. Frost, Vice Chairman Charles G. Searcy, and Board Members: Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present. Dale Simchick was absent. Prior to the meeting, an invocation was given by Pastor Mark Bernthal, from Our Savior Lutheran Church, Vero Beach, FL.

### Meeting Minutes

- I. Meeting was called to order by Chairman Frost at 6:00 p.m.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS BY Vero Beach High School’s Air Force Junior ROTC Detachment 043 under the Direction of Wade E. Dues, Chief Master Sergeant (Retired), Aerospace USAF, Science Instructor.
- III. ADOPTION OF ORDERS OF THE DAY  
Chairman Frost asked if the Board Members would like to move any of the items from Consent to Action. Dr. Rendell requested that Action Item E and F be pulled from the Agenda due to some incorrect information and they will be presented again at the January Business Meeting. Chairman Frost called for a motion to Adopt the Orders of the Day, with the exception of those two items. Mrs. Justice moved approval to Adopt the Orders of the Day as amended. Mr. Searcy seconded the motion and it carried unanimously, with a 4-0 vote.
- IV. PRESENTATIONS  
Dr. Rendell prefaced the Presentations with a summary of what to expect and thanked the parents and students for coming out.
  - A. **Short Video on School Initiatives**  
Dr. Rendell explained the video was part of the special program with one of the students from the Wabasso School and at his job.
  - B. **Proclamation – International Day of Persons with Disabilities**  
Dr. Rendell introduced Mr. Tom Wright, Owner of Sebastian Roadside Restaurant; Mr. Tom Adams, Wabasso School Job Coach; and Mrs. Kathrine Pierandozzi, Wabasso School Principal were all present as the Proclamation was read by Joe Quick. Chairman Frost thanked Mr. Quick, and asked for a MOTION to Adopt the Resolution. Mr. Searcy moved approval to Adopt the Resolution. Mrs. Justice seconded the motion and it carried unanimously, with a 4-0 vote. A group photo was taken.

**C. Casual for a Cause – Veteran’s Council of Indian River County**

Dr. Rendell explained the meaning of Casual for a Cause and how it works. He told the Board Members that the Month of November’s Casual for a Cause was for the Veteran’s Council of Indian River County. At which time, Dr. Rendell called up Curtis Paulson to accept a check from the School District in the amount of \$3661.10. He explained where this money goes, and how the Veteran’s Council works with the School District. A photo was taken with the Board Members and Dr. Rendell.

**D. Musical Rendition by Fellsmere Elementary – Ms. Sara Dipardo**

Dr. Rendell introduced Ms. Dipardo and her students. They sang Feliz Navidad and Santa Claus is coming to town. Santa Claus came in while the students were singing, and participated with them. A photo was taken with the Board Members and Dr. Rendell.

**E. Short Video on the Finalists for Teacher of the Year and Employee of the Year**

Cristen McMillan, SDIRC Public Information Officer started in the video as they loaded the Starz Patrol Bus to pick up the five Teacher of the Year Finalists, and the five Employee of the Year Finalists. There was a trip to each school to surprise these finalists with balloons and flowers, then they had a luncheon at Mulligan’s in Vero Beach. The luncheon was sponsored by Community Credit Union.

**F. Statewide Testing Substantial Gains Ceremony – Mr. Green & Mr. Chris Taylor**

Mr. Green explained the recognition for achievements on the FSA Testing. Each of the students were called up by Mr. Chris Taylor. Dr. Rendell presented the students with the certificate, and they shook hands with each of the Board Members. After the certificates were presented, a group photo was taken.

V. CITIZEN INPUT

Liz Cannon spoke on the topic of Substitutes.

VI. CONSENT AGENDA

Chairman Frost called for a MOTION. Mrs. Justice moved approval of the Consent Agenda. Mrs. Zorc seconded the motion and it carried unanimously, with a 4-0 vote. Mrs. Justice asked that the Board Members names mentioned in the minutes. Chairman Frost deferred the approval, and/or comments to Mrs. D’Agresta. Mrs. D’Agresta said the detail information is up to the Board to decide. Mrs. Zorc said she would support this request as well.

**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

Chairman recognized a Citizen Input request for Action Item A. This was from Bob Auwaerter.

**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.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell reviewed this with the Board Members. Chairman Frost called for a MOTION. Mrs. Justice moved approval to renew RFP #2016-07 with AON Consulting, Inc., Operating as Aon Hewitt for Employee Health and Wellness Benefits Consultant. Chairman Frost seconded the motion and it carried unanimously, with a 4-0 vote. Mrs. Justice thanked the Audit Committee, and she did ask that the compensation level is looked at over the next year. Chairman Frost also thanked the Audit Committee for their input, and asked Dr. Rendell to speak on this. Dr. Rendell shared that this is a renewal for this year and would present the new RFP to the Board next year. Mr. Searcy asked how does the Board make sure this happens. Dr. Rendell said it is our responsibility to present this, and asked Mr. Morrison about the timeline so the Audit Committee has time to review this process. Mr. Morrison said this is being worked on now. The RFP is being changed to a fee based verses a commission based.

**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.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell reviewed this with the Board Members. Mrs. Zorc moved approval to Purchase Food Service Equipment Referencing the Palm Beach County Schools Bid #18C-16L. Mrs. Justice seconded the motion and it carried unanimously, with a 4-0 vote. Mrs. Zorc thanked the staff for the information requested. Mrs. Justice expressed her pleasure of being able to support the food service staff, and to make sure they have the equipment for all they produce. Chairman Frost shared his appreciation of this agenda item to make things work well due to the time constraints during lunch times.

**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.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell reviewed this with the Board Members. Chairman Frost called for a MOTION. Mrs. Zorc moved approval for Construction Contracted Services with Kempf's Site Development, Inc for Glendale Elementary School Parking Improvements. Mrs. Justice seconded the motion and it carried, with a 4-0 vote. Mrs. Zorc thanked staff for making this happen. Mrs. Justice recognized Mr. Faust, Glendale Elementary School Principal. Mr. Searcy asked about the building in the front of the school, and removing it. Dr. Rendell expressed there are some other ideas for that space.

**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.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell shared the information with the Board Members. Chairman Frost called for a MOTION. Mrs. Zorc moved approval for Construction Contracted Services with Window Sales & Service of Vero, Inc., for Sebastian River High School Walkway Covers. Mrs. Justice seconded the motion and it carried unanimously, with a 4-0 vote. The Board Members were all pleased to see such improvements being done. Mr. Searcy did ask if the terms of the agreement were still good since it called for a 30-day guarantee on the quote, and it was past that time. He was assured that it is still valid.



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

Removed from the Agenda.

**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**

Removed from the Agenda

**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.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell shared the information with the Board Members. Chairman Frost called for a MOTION. Mrs. Justice moved approval of Final Payment to Proctor Construction Company for Beachland Elementary School Cafeteria & Classroom Building Project. Mrs. Zorc seconded the motion and it carried unanimously, with a 4-0 vote. Mrs. Justice wanted to comment to the minimal impact around the campus. Mr. Searcy questioned the retainage balance. Mr. Westenberger was asked to come to the podium and explain. There was further discussion on the unused portion. Part of the discussion was about using the unused portion on a roofing project on the older buildings.

**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.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell shared the information with the Board Members, along with discussing how the construction was handled in phases. Mrs. Zorc moves approval for the Release of Final Payment to Proctor Construction Company for the Vero Beach High School Citrus Bowl Renovations Phase II. Mrs. Justice seconded the motion and it carried unanimously, with a 4-0 vote. Mrs. Zorc and Mrs. Justice both expressed their pleasure on how the staff handled the project. Chairman Frost was also complimentary.

**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.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell shared the information with the Board Members. He went on to say it was the best instructional calendar he has seen in quite some time. It was posted on the website for anyone to view and provide input. Over 800 responses and 640 were in favor of this calendar. Dr. Rendell reviewed some of the items the Calendar Committee took into consideration to make it a great calendar. Chairman Frost called for a MOTION. Mrs. Justice moved approval of the Instructional Calendar for the 2017-2018 school year. Mr. Frost seconded the motion and it carried unanimously, with a 4-0 vote. Mrs. Justice appreciated the work the Committee put into this and listening to the customer. A very student focused calendar. Mr. Searcy asked why we are not celebrating Veteran’s Day. Dr. Rendell said he spoke with the Veteran’s Council, and they said that as long as the holiday doesn’t fall on a Monday through Friday, they are fine with us being in school. He also shared the incredible celebrations that took place this year. Chairman Frost asked if this was a more inclusive or less inclusive calendar. Dr. Rendell said it is a more inclusive calendar.

**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.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell shared the fact that Action Item J and K are related. He turned the floor over to Mr. Morrison to explain the details. Mr. Morrison went over the change that was made with the companies and what is needed to finish the year. Also, Mr. Morrison went over the state regulations and ability to piggy back from other state entities. He asked Mr. Teske to also comment. Mr. Teske stated they were pleased to be able to keep the work local along with the amount of work that was needed to be done. Mr. Morrison explained they are asking to use the Remaining Budget Authority for this new company until they go out to bid for the next several months. Chairman Frost called for a MOTION. Mrs. Zorc moved approval to Piggyback Florida Atlantic University Bid. Chairman Frost seconded the motion and it carried unanimously, with a 4-0 vote. Mr. Searcy asked about the local vendors and where they are located. Mr. Teske and Dr. Rendell clarified the vendors have an office in Vero Beach. There was discussion of the three previous vendors along with a cost analysis being done to see if it was too big to bring in-house.

**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.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell shared with the Board Members that this is the carry-over from Action Item J. He asked Mr. Morrison if he had anything to add, and he did not. Chairman Frost called for a MOTION. Mrs. Zorc moved approval for Brightview's Temporary Districtwide Mowing Services. Mrs. Justice seconded the motion and it carried unanimously, with a 4-0 vote. Mrs. Justice asked if this agreement included the District Office and some attention that was need to the front entry. Mr. Searcy asked about the athletic fields as well as the schools. Mr. Michaels was asked to come to the podium to speak with regards to this. He stated, the athletic fields are handled by another company. It was also pointed out that fertilization is also an additional charge, while weeding will be done during the winter months. Dr. Rendell also wanted to point out to the Board Members that Brightview is also mowing on the weekends not impacting instruction. Previously, that was something we had to work around. This is a great customer service aspect. Mr. Searcy noted he has seen a difference at Vero Beach Elementary.

**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.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell asked for approval to set the Public Hearing Date for January 23, 2018. Chairman Frost called for a MOTION. Mrs. Justice moved approval to Set the Public Hearing Date to Adopt New, Revised, and Repealed School Board Policies. Mrs. Zorc seconded the motion and it carried unanimously, with a 4-0 vote. Mrs. Zorc asked if the changes were made as requested in the Workshop. Dr. Rendell said they were. There was no further discussion.

**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.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell asked for the Board's approval to terminate the employee listed on the agenda. Chairman Frost called for a MOTION. Mrs. Justice moved approval to Terminate Support Staff Employee. Mr. Searcy seconded the motion and it carried unanimously, with a 4-0 vote. Mrs. Zorc expressed this being the hardest part of the job. Chairman Frost agreed.

**VIII. SUPERINTENDENT'S REPORT**

Dr. Rendell was thrilled to attend most of the holiday activities throughout the county. He expressed the enthusiasm that both teachers and students had at each, and every function. He encouraged everyone to get out and attend these functions, and how the fine arts are alive in Indian River County. He thanked the students and teachers for their hard work.

IX. DISCUSSION

Chairman Frost asked if any of the Board Members had anything to discuss. None of the Members had anything. Chairman Frost wanted to talk about Discussions. He thought the Board could have a Discussion Session or Townhall after the Workshop, and a brief recess. Chairman Frost said it would be a good time to cover reports, other discussion that may need to be had. Mrs. Zorc supports the thought of moving the Workshop up to 12:00 p.m., to get more in. Dr. Rendell was asked to elaborate. He said he is working on using that time wisely. The goal is to bring topics that may be discussed at the next Business Meeting. Mrs. Zorc wants to make sure there is enough time to cover the items and questions can be asked. Mrs. Justice feels the reports can be discussed at the workshop and other items can remain at the Discussion Section of the Business Meeting. Mr. Searcy likes the idea but prefers them at night so they are aired. He said the public viewing is very important. Mrs. Zorc asked how often the workshops are aired. Mr. Green shared it is two additional times in that week. Chairman Frost wanted to clarify his suggestion wasn't brought up to eliminate the Discussion portion of the Business Meeting. He also shared concern of limiting public input to once a month. Mrs. Justice said it was also a concern of hers but also reminded people that they can reach out to the Board Members at any time.

Chairman Frost also brought up the School Board Pay Raises. He has checked and publicly wanted to clear up the discussion about the 4% or \$1500 pay raise. Dr. Rendell spoke up and said he can state the Board did not seek, or approve or receive a pay raise.

X. SCHOOL BOARD MEMBER MATTERS

Chairman Frost started this with Mrs. Justice. She was appreciative to the teachers and administrators for coming to see their students. She is also thankful for the invitations to attend the different school events, and Merry Christmas. Mrs. Zorc wanted to thank everyone, and wished all a Merry Christmas and Happy New Year. Mr. Searcy commented on both the Prism Concert at Sebastian River High School, along with the Wabasso School baked goods. He thanked the superintendent and staff for taking care of the students. Chairman Frost thanked his fellow Board Members, staff, and the superintendent. He also wanted to wish everyone a very Happy Hanukkah, Merry Christmas, and a Festive Kwanzaa. He was glad to have been a part of the Starz Patrol and thanked the sponsors for the luncheon, along with looking forward to the January 22<sup>nd</sup> Gala. Save the date.

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**

Dr. Rendell wished everyone a safe holiday season.

**XIII. ADJOURNMENT – Chairman Frost**

Meeting adjourned at approximately 7:58 p.m.

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>.



The District School Board of Indian River County met on December 12, 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 Shawn R. Frost, Vice Chairman Charles G. Searcy, and Board Members: Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present. Board Member, Dale Simchick was absent

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

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

II. PURPOSE OF THE WORKSHOP

Chairman Frost turned over the workshop to Dr. Rendell. He explained the Purpose of the Workshop and the Presentations.

III. PRESENTATIONS

A. Superintendent's Evaluation Template and Timeline

Dr. Rendell reminded the Board Members that in a previous workshop during the summer, it was expressed there was dissatisfaction with the evaluation template that had been used for several years. This had not been addressed or changed. Direction was given to research other district evaluation templates, and input from the Superintendent as well. Mrs. Esplen sent the Board Members five or six templates that are used throughout the different districts throughout Florida. I pulled one, and decided to bring it forward, it was from Pinellas County. It was asked to have this evaluation be based around the accomplishments of the Strategic Plan. This document was very close and Dr. Rendell adjusted it to reflect more towards our goals and strategic plan.

Dr. Rendell, presented the document and rating scale on a PowerPoint presentation as well as a handout. Each page was reviewed and discussed. The timeline for the evaluation is due by June 30<sup>th</sup>, but the proposed timeline moves this to July so the student performance reports have been accumulated, and can be used. Dr. Rendell reviewed with the Board Members, how this effects some of the goals. Each of the goals were discussed. They are as follows:

1. Student Success
2. Culture and Climate
3. High-Quality Workforce
4. Communication & Engagement
5. Strategic Partnerships

All the questions the Board Members had, were discussed and answered. Mrs. Zorc asked Dr. Rendell to confirm that there are times it takes long periods of time to obtain information from staff. Dr. Rendell did agree that there are times this happens. He continued to review the template, and asked Mrs. D'Agresta to explain how the Board approves the instrument. Mrs. D'Agresta explained the process to the Board and there were no questions. If there are no significant changes to the document, Dr. Rendell said he would put it up for adoption at the next Board Meeting in January. Mrs. Zorc did ask if the term "Acceptable" should be removed from the template based on verbiage in Dr. Rendell's Employment Agreement. Dr. Rendell stated that he was fine with striking "Acceptable". Mrs. Zorc asked Mrs. D'Agresta to clarify how the verbiage should be in accordance with Dr. Rendell's Agreement. Mrs. D'Agresta said as long as the term of "Satisfactory" is defined within the instrument.

Dr. Rendell went on to discuss the Draft Timeline, and some of the date changes. He discussed bringing this to the January Board Meeting as well. The Process dates were moved into July due to the Annual Progress Report and Student Performance. Mrs. Zorc asked Dr. Rendell how he would like to handle the mid-year discussion. Mr. Frost communicated that it is not just a mid-year discussion, and he hopes that everyone knows there is constant communication between the Superintendent and the Board. Mr. Searcy asked when does the Superintendent's Agreement get updated. Mrs. D'Agresta said that if the timeline is agreed upon by the Board, we can do an amendment the Superintendent's Employment Agreement. There was a brief discussion on this.

Chairman Frost called for a five-minute break at 1:43 before the start of the next presentation.

Chairman Frost called the Workshop back to order at 1:47. Dr. Rendell provided an introduction of the Pupil Progression Plan

#### B. Pupil Progression Plan

Dr. Rendell turned the workshop over to Mrs. Dampier. Mrs. Dampier introduced the presenters that were present with her. Dr. Arnett, Mrs. Baysura, and Dr. Jones. Dr. Arnett started off the PowerPoint presentation and each of the presenters reviewed different parts. Once the presentation was reviewed, Mrs. Dampier asked the Board Members if they had any questions. There was conversation regarding reports and data for BBK's. A link was suggested to be placed on the website as a resource for BBK's. The Scholar Diploma Designation was also discussed. Dr. Rendell explained how it works. There was also a discussion on the recess requirement, along with the recess time, and if there had been any other changes with recess verses academics. Mrs. Baysura responded and a brief discussion took place. Mrs. Justice and Mrs. Zorc want to make sure there is adequate amount of recess items for the students. Dr. Rendell said an assessment of equipment will need to be done with Mr. Teske.

- III. ADJOURNMENT – Chairman Frost  
Meeting adjourned at approximately 2:13 p.m.

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CONSENT AGENDA 1/23/18

**Personnel Recommendations**

1. Instructional Changes  
Pless, Cynthia – Technical Center for Career and Adult Education,  
from .8 Teacher to .6 Teacher 1/3/18  
Inman-Landers, Doris – Alternative Education, from 1.0 Teacher to  
.6 Teacher 1/3/18
2. Instructional Leaves  
Gamez, Viviana – Liberty Magnet 1/3/18 - 4/9/18  
Malas, Marcille – Gifford Middle 1/4/18 - 3/19/18  
Sanders, Stephany – Treasure Coast Elementary 12/20/17 - 4/5/18  
Shaw, Bennie – Sebastian River Middle 1/29/18 - 2/28/18
3. Instructional Promotions
4. Instructional Transfers  
**Byers, Summer – from Storm Grove Middle, ESE Teacher to  
Vero Beach Elementary, ESE Resource and Support  
Facilitation Teacher 1/24/18**
5. Instructional Separations  
Bingham, Jacqueline – VBHS, resignation 1/3/18  
Coulsey, Kalena – Storm Grove Middle, resignation 1/20/18  
**Dixon, Kelly – SRHS, resignation 12/21/17**  
Lindsey, Erin – Oslo Middle, resignation 1/10/18  
Smith, Deborah – Sebastian Elementary, retirement, entering  
DROP 2/1/18  
Wilson, Zora – Vero Beach Elementary, retirement, exiting DROP  
12/31/17
6. Instructional Employment  
**Durrant, Jocelyn – Storm Grove Middle, ELA Teacher 1/24/18**  
Meeks, Cecelia – Technical Center for Career and Adult Education,  
Nursing Assistant/Phlebotomy Instructor 1/24/18  
Page, Rachel – Indian River Academy, Music Teacher 1/24/18  
**Petrin, April – Rosewood Magnet, Primary Teacher 1/24/18**  
**Ramsey, Bridget – VBHS, Reading Teacher 1/24/18**  
Seeley, Caitlin – Dodgertown Elementary, 3<sup>rd</sup> Grade Teacher  
1/24/18  
Silverman, Sara – Indian River Academy, 5<sup>th</sup> Grade Math/Science  
Teacher 1/24/18  
Williams, Hillary – Glendale Elementary, 3<sup>rd</sup> Grade Teacher 1/24/18  
Wynn, Keesha – Technical Center for Career & Adult Education,  
Registered Nurse Clinical Instructor 1/24/18

7. Support Staff Changes  
**McGough, Traci – Student Services, from 4.8 School Psychologist to 6.4 School Psychologist 1/15/18**
  
8. Support Staff Leaves  
 Goodwin, Debra – Beachland Elementary 12/13/17 - 12/20/17  
 Kashary, Diana – Sebastian Elementary 12/4/17 - 12/13/17  
 McFolley, Erna – Transportation 11/27/17 - 1/22/18  
 Peterson, Richard – Citrus Elementary 11/16/17 - 11/29/17  
 Sanfilippo, Pauline – SRHS 11/3/17 - 2/1/18  
**Sutriasa, Joanne – Human Resources, 2/13/18 - 5/15/18**
  
9. Support Staff Promotions  
 Hudson, Keeyetta – from Food Services, Cafeteria Worker to Rosewood Magnet, Custodian 1/24/18  
**Strater, Christina – from Food Services, Cafeteria Worker to Food Services, Manager Trainee 1/24/18**  
 Witherington, Jo – from Osceola Magnet, School Computer Lab to Technology Services, Educational Technology Specialist 1/24/18
  
10. Support Staff Transfers  
 Baker, Alice – from Sebastian Elementary, Cafeteria Worker (4 hours) to Indian River Academy, Cafeteria Worker (6 hours) 1/10/18  
 Phillips, Wendy – from Liberty Magnet, Teacher Assistant to Wabasso, Behavior Tech 1/24/18  
 Varenkamp, Michelle – from Treasure Coast Elementary, Cafeteria Worker (4 hours) to Treasure Coast Elementary (6 hours) Cafeteria Worker 1/4/18
  
11. Support Staff Separations  
 Alderman, Donna – Finance, retirement 1/31/18  
**Frederiksen, Eric – Transportation, resignation 1/19/18**  
**Johns, Lacey – Citrus Elementary, resignation 1/11/18**  
**Karr, Jessica – Gifford Middle, resignation 1/12/18**  
**O’Keefe, Dana – Maintenance, entering DROP 5/1/18**  
 Scott, Catherine – Sebastian Elementary, resignation 1/26/18  
**Seymour, Vicki – Pelican Island, resignation 2/2/18**
  
12. Support Staff Employment  
 Boyd, Danyelle – ESE District Wide, Early Intervention ESE Self Care Aide (Sunset) 1/24/18  
 Gonzalez, Claudia – ESE District Wide, Early Intervention ESE Teacher Assistant 1/24/18

Harrington, George – Indian River Academy, Custodian 1/24/18  
**St. Hill, Barbara – ESE District Wide, Early Intervention  
 Preschool ESE Self Care Aide 1/24/18**  
 Hughes, John – Storm Grove Middle, Custodian 1/24/18  
 Lee, Danielle – Pelican Island Elementary, Afterschool Teacher  
 Assistant 1/24/18  
 Knight, Ashley – Wabasso, Health Assistant III 1/24/18  
 Leon, Luz – Sebastian River Middle, Custodian 1/24/18  
 Mercado, Meri-de – Finance, Coordinator of Risk Management and  
 Employee Benefits **2/26/18**  
 Wardlow, Susan – Wabasso, ESE Teacher Assistant 1/24/18  
 White, Richard – Sebastian River Middle, Boys Lacrosse Coach  
 1/24/18

13. Administrative Separations

14. Administrative Employment

15. Administrative Leaves

16. Approval of Placement in Instructional Substitute Pool

Del Campo, Joseph – Substitute Teacher 1/24/18  
 Erpenbeck, Sarah – Substitute Teacher 1/24/18  
 Gallarano, Sage – Substitute Teacher 1/24/18  
 Marifosque, Josefina – Substitute Teacher 1/24/18  
 McAdams, Martha – Substitute Administrator 1/24/18  
 Mechlin, David – Substitute Teacher 1/24/18  
**Morgan, Sebrin – Substitute Teacher 1/24/18**  
 Webb, Curtis – Substitute Teacher 1/24/18  
 Wong, Jodie – Substitute Teacher 1/24/18

17. Approval of Placement in Support Staff Substitute Pool

Freckleton, Tanya – Substitute Bus Driver 1/24/18  
**Frederiksen, Eric – Substitute Bus Driver 1/24/18**  
 Green, Patreece – Substitute Bus Driver 1/24/18  
**Griffin, Gillian – Substitute Extended Day Child Care Assistant  
 1/24/18**  
 Henry, Joseph – Substitute Bus Driver 1/24/18  
 Jones, Christine – Substitute Teacher Assistant 1/24/18  
 McKenzie, Pamela – Substitute Food Service Assistant 1/24/18  
**Scott, Catherine – Substitute Teacher Assistant 1/24/18**  
 Shock, Thomas – Substitute Bus Driver 1/24/18

Revised 1/19/18

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# SEBASTIAN RIVER MIDDLE SCHOOL

9400 County Road 512 + Sebastian, Florida 32958  
Telephone: 772.564.5111 + Fax: 772.564.5225  
www.indianriverschools.org/srrns

Jody Idlette, Principal

*Assistant Principals*  
Jacqueline Contri  
James Thimmer

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November 8, 2017

RE: Request for Out-Of-State-Trip

I am requesting School Board approval for our choir to travel to the Carolinas from April 27th through April 29, 2018.

Sebastian River Middle School currently has the largest choir, not just in Indian River County, but on the Treasure Coast. The choir has been invited to participate in a clinic at the College of Charleston School of Music. At this time, approximately thirty-six students will travel to Charleston and participate in the clinic. Students will also participate in a Music Performance Assessment in Charlotte, NC, where they will be judged, scored and rated against other choirs at the secondary level.

The overall student cost of the trip is \$479. The trip is paid for primarily through student funds, however through extensive fundraising efforts, students have the opportunity to earn "personal credits" which are funds that can be used to help cover the cost of the trip. There is no expense or cost to the school district. Additionally, "SRMS Choir" assists each participating student with a contribution of around \$100.

All necessary information pertinent to insurance issues will be provided to Risk Management.

The tentative itinerary is as follows:

Friday, April 27, 2018

- Depart Sebastian
- Arrival in Charleston
- Clinic at College of Charleston School of Music
- Visit Historic Downtown Charleston
- Dinner in Charleston, SC

Saturday, April 28, 2018

- Adjudicated performance at a TBD school/church in the morning



**world school**

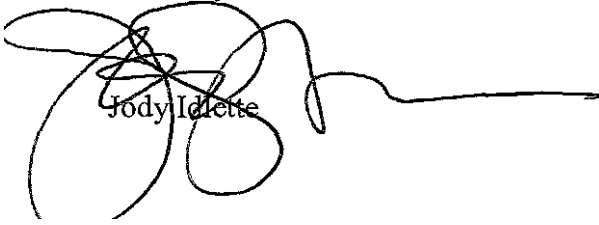
School District of Indian River County

Sunday, April 29, 2018

- Board bus for Sebastian
- Stop in Savannah, GA for lunch
- Savannah, GA historic sight seeing
- Finalize drive home to Sebastian

Please place this item on the agenda for School Board approval.

Sincerely,



Jody Idlette



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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.indian-river.k12.fl.us

1. Description of event (attach any flyers, brochures, etc.): Madrigal Performance Tour to Charleston, Charlotte and Savannah

Maximum daily attendance: Total attendance: 52 Sales: \$

Length of event: April 27-29 Estimated age group of audience: From 12 to 60

No. of Participants: 52 Do participants sign waiver of liability agreements? Yes No

2. Applicant's experience in conducting events of this or similar nature: 2016 - Atlanta, GA 2017 - Tampa, FL -> Both overnight

Is applicant an event coordinator? Yes No

3. Rides: Will rides be provided? Caro Winds Theme Park 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? We are The Entertainment Yes No

If yes, describe: Competition Performance

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): Choir

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? N/A

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

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

Are students allowed to leave and return? ..... N/A  Yes  No

7. **Haunted House:**

Describe building and construction: \_\_\_\_\_ N/A

Age: \_\_\_\_\_ Condition: \_\_\_\_\_ N/A

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

N/A

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: \_\_\_\_\_ N/A

8. **Parade:**

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

If yes, what is thrown: \_\_\_\_\_ N/A

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: \_\_\_\_\_ N/A

9. **Rodeo:**

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

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: N/A

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

Independent security co.: Through Green Light Tows  Off-duty police: \_\_\_\_\_  
 Employed security: \_\_\_\_\_  Chaperons: Approx 15-20  
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 N/A  
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? N/A  
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: N/A  
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: \_\_\_\_\_  
If yes, who will be in charge of the facilities?  Doctors  Nurses  Others: \_\_\_\_\_

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: \$ \_\_\_\_\_

\* Green Light Tows provides 2 Million dollars liability  
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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:  DATE: 9-1-17

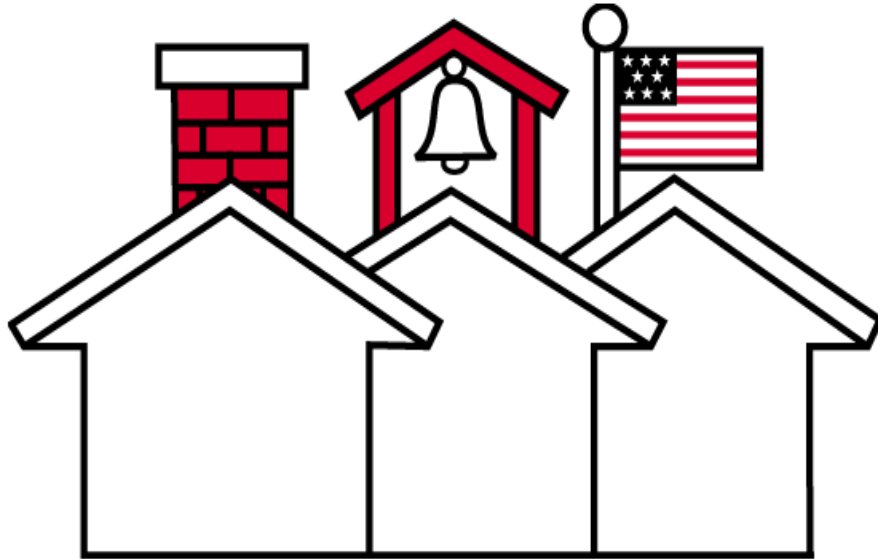
APPLICANT'S SIGNATURE:  DATE: 9-1-17

AGENT NAME: Regina Lucente AGENT LICENSE NUMBER: A159817  
*(Applicable to Florida Agents Only.)*

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

# School District of Indian River County

*"Educate and inspire every student to be successful"*



## 2017-2018 STUDENT PROGRESSION PLAN





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# **STUDENT PROGRESSION PLAN REQUIREMENTS AND PROCEDURES**

Dr. Mark J. Rendell  
Superintendent  
Telephone: 772-564-3150

Mrs. Pamela Dampier  
Assistant Superintendent of Curriculum & Instruction  
Telephone: 772-564-3014

---

## **Sections: Introduction & K-5**

Mrs. Kelly Baysura  
Executive Director of Elementary Education  
Telephone: 772-564-3067

## **Sections: Home School & Secondary 6 - 12**

Dr. Peggy Jones  
Executive Director of Secondary Education  
Telephone: 772-564-3209

## **Sections: Virtual School/Dual Enrollment & Career and Technical Education 6-12**

Dr. Michael Arnett  
Director of Career and Technical Education  
Telephone: 772-564-3196

## **Sections: Student Support Services - K-12**

Dr. Lillian Torres- Martinez  
Executive Director of Student Services  
Telephone: 772-564-5944

## **Section: Exceptional Student Education (ESE) – (K-12)**

Ms. Heather Stanford-Clark  
Director of Exceptional Student Education  
Telephone: 772-564-5932

## **Section: English for Speakers of Other Languages (ESOL) – (K-12)**

Mrs. Karen Malits  
Director of Federal Programs  
Telephone: 772-564-3038

## **INTRODUCTION**

The School District of Indian River County Student Progression Plan is designed to provide valuable information for school personnel, students, families, and interested citizens with regard to student progression from grade to grade and graduation requirements. Satisfactory progress through the system depends on the combined efforts of students, parents, professional educators and the School Board.

This plan gives consideration to the best interest of our students, and complies with state statutes and State Board of Education directives. As with all policy handbooks, periodic review and revision is undertaken in order to remain consistent with the intent of our local school board and legislative actions.

The document is divided into grade level sections; elementary, middle and high school, in order to facilitate location of specific information. The introduction provides information that is applicable to all grade levels.

This document along with School Board policies and district procedures guides our staff as we strive to educate and inspire every student to be successful.

The School District reserves the right to make changes that will help to clarify any technical guidance that is presented to the district from the Florida Department of Education.

## **GENERAL INFORMATION**

The District School Board of Indian River County, Florida is dedicated to providing instruction that enables students to achieve academically. The school district staff has the responsibility for developing and implementing a plan for student progression.

### **ADMISSION - REQUIREMENTS FOR ORIGINAL ENTRY**

Florida Statute 1003.22 requires a physical exam and grade-specific immunizations to attend schools in Florida. The physical exam must be performed within the last year. Each student must provide a Florida Certification of Immunization (DH 680 form). Temporary medical or permanent medical exemptions must be authorized by a medical provider on the required form. Religious exemptions can only be issued from the Health Department. A student may be admitted to school on a provisional basis if a physician or health department indicates that immunizations of the student has been initiated and that the student is in the process of complying with all immunization requirements. Any student transferring from out of state or within Florida are given up to 30-days as a temporary exemption to bring in the required paperwork to the school. A student will be excluded from school until compliance with these requirements are met. Kindergarten students and out of country enrollees must present a current immunization record on a DH form 680 and a school entry health exam performed within a year of attending school.

### **INTERSTATE COMPACT FOR MILITARY CHILDREN**

The Interstate Compact on Educational Opportunity for Military Children removes barriers to educational success imposed on children of military families because of frequent moves and deployment of their parents.

#### **Assistance to Transitioning Students from Military Families**

The School Board of Indian River County is working closely with U.S. Southern Command to ensure that students who are military dependents receive the necessary support as they transition into Indian River. Special accommodations are made for dependents of active military personnel. (Documentation of "active" military status is required). SB 1060 – F.S. 1000.36, 1000.37, 51000.38, and 1000.39.

### **ATTENDANCE**

School attendance is the direct responsibility of the parent(s)/guardian(s). All students are expected to attend school regularly and to be on time for classes in order to benefit from the instructional program and to develop habits of punctuality, self-discipline and responsibility. Students who attend school regularly have been shown to achieve at higher levels than students who do not have regular attendance. A missed school day is a lost opportunity for students to learn.

### **PLEDGE OF ALLEGIANCE WAIVER**

In reference to HB 7029, section 39, parents have the right to request permission for their child to not participate in reciting the Pledge of Allegiance, including standing and placing the right hand over his or her heart. Parents must request this permission in writing to the school Principal each year.

### **CURRICULA**

Curricula for the elementary, middle and high schools shall be determined by the laws of the State of Florida and shall be based on Student Performance Standards that are determined by the Next Generation Sunshine State Standards and the Florida Standards.

The Florida Standards are fully implemented in grades K-12. The curriculum will include all topics and



subject matter required by the State Board of Education. In addition, the following may also be used to determine curricula;

1. Needs of students as determined by studies and surveys.
2. Continuous evaluation of the effectiveness of the curricula of the schools in meeting the needs of all students
3. Instructional needs of students requiring remediation in the areas of reading, writing, mathematics and science. Targeted Instructional Support shall be for students not demonstrating grade level proficiency.
4. Individual Educational Plan for students in exceptional educational programs for children with disabilities.

The superintendent may appoint such committees and special study groups as may be necessary to assist him in determining the educational needs of the district.

The superintendent shall designate a member of the administrative or supervisory staff to be responsible for the development and coordination of the total curricula of the school district.

### **CLASSROOM TRANSFERS**

If a parent makes a written request to have his or her child transferred to another classroom teacher, the Principal must approve or deny the transfer within two weeks after receiving a request. If a request is denied, the Principal must notify the parent and specify the reasons for the denial. F.S.1003.3101

### **REPORT CARDS**

Evaluation of student progress is a vital part of the teaching learning process. Effective evaluation provides a sound working relationship between the home and the school and indicates to the parent, the student and the teacher the progress made in reaching the required Florida Standards set for that course or grade level.

Each student is entitled to receive a fair and accurate evaluation of his performance in a subject, course, or program for which a grade is awarded. A grade or report of progress shall be given in all subjects or courses for which promotion or credit is earned in grades kindergarten through twelve. The evaluation shall relate to the standards for the subject or course (content and skills), which have been identified as being appropriate for the level and subject. The content or skills taught to a particular group of students should be commensurate with the ability and needs of the student in that group or class. The standards and expectations established by the teacher for each group should be appropriate for that level and grade, yet should challenge the students to reach a higher level of achievement. The assessment and other evaluative procedures used should relate directly to the body of knowledge and standards. Students should be given a grade which represents an accurate measure of performance towards mastery of the standards and should be based on data which is collected throughout the grading period for which the evaluation is made.

Report cards will be issued each nine weeks, four times during the school year. Report cards will reflect:

1. The student's academic performance in each class or course based on examinations (daily, quizzes, weekly, unit, quarterly and semester), special projects, laboratory activities, reports, research papers, notebooks, written papers, class participation and other academic performance criteria. The value based on each of the above should be in keeping with the importance of that item as it relates to achievement in a specific subject and instructional level.
2. The student's conduct and behavior should be reported separate from the academic grade.
3. The student's attendance, including absences and tardies.

The primary responsibility for evaluating the progress of a student and the assignment of a grade shall rest with the teacher. Each teacher shall, however, establish a system or procedure for

determining grades for each course, which can be understood by students and parents.

The system for determining grades shall be in writing, submitted to the principal, and shall be shared with students and parents/guardians at the beginning of the course or school term.

Each teacher has a responsibility to work with the other teachers at the department, the grade and school level in developing consistent lessons assessments, scales, grading standards, and achievement expectations within similar subjects or courses. A uniform grading system shall be developed. An individual teacher may evaluate student performance in a manner that is different from other teachers when there are justified reasons. The principal has the responsibility to determine if rules and procedures of the school board are being followed and if sound and fair professional practice has been applied in assessing students. The principal has the responsibility to review the system for determining grades and the standards and achievement expectations set by the teacher. In all cases, the teacher will be consulted in any review and the teacher's professional judgment shall be respected. The principal shall give direction when the teacher's grading system, standards or measurement are not appropriate to the level, subject or ability of the students.

Homework may be used to reinforce or enrich course content and skills. The homework assigned shall be appropriate for the level and subject and in an amount which will provide the student an opportunity to acquire the knowledge or master the skills which are required. When assigned, homework will be monitored by the teacher and shall be considered by the teacher in grade determination. To enhance the learning process and to keep parents informed, teachers are expected to return student work and test papers when appropriate.

Tests shall relate directly to that which has been taught and should be designed in a manner that will provide an accurate evaluation of the student's knowledge or performance. Teachers are encouraged to develop test questions that span all levels of cognitive complexity.

The final report card for the school year shall contain a statement indicating end-of the year status or performance or nonperformance at grade level, acceptable or unacceptable behavior and attendance, and promotion or non-promotion.

A school shall not exempt students from academic performance requirements based on policies or practices designed to encourage student attendance. A student's attendance record may not be used in whole or in part to provide an exemption from any academic performance requirement. Student midterm progress reports will be sent home each grading period F.S. 1003.33(1).

### **STUDENT PROGRESSION AND PROGRESS MONITORING PLANS**

Florida Statutes require that students who score below achievement level 3 on the Florida Assessment of Standards in English Language Arts grades 3-10 and mathematics in grades 3-8 must be provided with additional assessments to determine the nature of the student difficulty, the areas of academic need, and strategies for appropriate intervention and instruction.

The school in which the student is enrolled must develop, in consultation with the student's parent, and must implement a progress monitoring plan. A progress monitoring plan is intended to provide the school district and the school flexibility in meeting the academic needs of the student. A student who is not meeting the school district or state requirements for proficiency in reading and math shall be covered by one of the following plans to target instruction and identify ways to improve his or her academic achievement.

1. A federally required student plan such as an individual educational plan;
2. A school-wide system of progress monitoring for all students; or
3. An individualized progress monitoring plan.

The plan chosen must be designed to assist the student or the school in meeting state and district expectations for satisfactory performance on FL DOE standards. If the student has been identified as

having a deficiency in reading, the K-12 comprehensive reading plan required by statute shall include instructional and support services to be provided to meet the desired levels of performance. District school boards may require low-performing students to attend remediation programs held before or after regular school hours or during the summer if transportation is provided.

The allocation of remedial and supplementary instructional resources for students shall occur in the following priority:

1. Students who are deficient in reading by the end of grade 3
2. Students who fail to meet performance levels required for promotion consistent with the district's plan for student progression F.S. 1008.25(1)(2)(3)

Retention decisions should be based on more than a single test score. If a student is retained, it must be within an intensive program that is different from the previous year's program and that takes into account the student's learning style. An appropriate alternative placement for a student who has been retained two or more years should be made. The nature of the alternative placement is determined by the school district.

If the documented deficiencies have not been remediated according to the Progress Monitoring Plan, the student may be retained. Each student who does not meet minimum performance expectations for the statewide assessment tests in reading, writing, mathematics and science must continue remedial or supplemental instruction until expectations are met or the student graduates from high school or is no longer subject to compulsory school attendance F.S. 1008.25(4)(b)(c).

A portfolio of English Language Arts standards will be created for students in Grade 3 who are not meeting grade level expectations. This portfolio will document the levels of achievement the student has met in regards to each standard. Performance from unit assessments, and iReady assessments will be used to provide a portfolio of how students are doing in relation to the standards. Parents will be notified throughout the year if their child is not meeting expectations and are at risk of scoring below a level 3 on the Florida Standards Assessment, and a plan for targeted instruction support will be discussed with the parent.

### **MULTI-TIERED SYSTEM OF SUPPORT (MTSS)**

The School District of Indian River County is committed to the implementation of an evidence-based framework of instruction, supports, and interventions, referred to as a Multi-Tiered System of Supports (MTSS), aimed at maximizing educational outcomes by supporting the academic, behavioral, social, and psychological needs of all students within a school community. Additionally, MTSS provides a framework for a single system of continuous school improvement. The district's framework is referred to as the Multi-Tiered System of Supports (MTSS).

Through the implementation and ongoing improvement of a comprehensive MTSS framework, the district will ensure that all students are provided with levels of instruction and associated supports that are matched in direct proportion to the levels of intensity of student needs. The [IR](#) MTSS framework involves on-going problem solving and data-driven decision making at all levels of instruction to systematically guide instructional improvements and to identify the specific nature of general education or exceptional student education resources that are needed to optimize student progress.

A comprehensive MTSS framework includes the following essential components:

1. High quality, evidence-based core, supplemental, and intensive instruction and supports.
2. Interventions and supports matched to student needs.
3. Ongoing progress monitoring of student performance.
4. Flexible tiers of evidence-based service delivery.
5. Ongoing, data-driven problem-solving to guide decisions about instruction, supports, and interventions needed to improve educational outcomes.
6. A data system to support decision-making at all levels of problem solving.

The District has established a framework represented by a three-tiered model and specially designed instruction (i.e., exceptional student education supports and services) to address student needs identified by school based teams. The organization of the framework for intervention into three tiers of increasingly intensive supports enables school personnel to effectively organize and allocate support resources, provide appropriate levels of intervention and support, and systematically evaluate school, grade level, and student performance data including data disaggregated by subgroups to meaningfully address the continuum of student needs. The tiered levels of support and specially designed instruction consists of the following major components:

## **Characteristics of Levels of Tiered Supports and Specially Designed Instruction**

### **Tier 1**

#### **Core, Universal Supports**

- Research/Evidence-based, high-quality, general education instruction and supports
- Includes differentiated instruction
- Universal screening and unit assessments for all students
- Data collection continues to inform instruction
- If less than 80% of students meet predetermined standards given core, universal instruction, teachers will engage in Tier 1 problem-solving

### **Tier 2**

#### **Targeted, Supplemental Supports**

- Interventions/supports based on data revealing that students need more assistance to meet expected performance standards than core, universal instruction
- Interventions/supports and progress monitoring are targeted to specific skills to remediate or enrich, as appropriate
- Interventions/supports are aligned with the Florida Standards and core instructional goals.
- Progress monitoring occurs more frequently and as needed to ensure that the intervention is working
- If more than 15% of students are receiving support at this level, teachers will engage in Tier 1 problem-solving

### **Tier 3**

#### **Intensive, Individualized Supports**

- Intensive, individualized interventions/supports based on individual student needs
- Students receiving prolonged interventions may be several grade levels behind or ahead
- Interventions/supports aligned with core curriculum/instruction and supplemental interventions/supports.
- Progress monitoring occurs frequently to ensure maximum acceleration (recommended weekly)
- If more than 5% of students are receiving support at this level, teachers will engage in Tier 1 and Tier 2 problem-solving

#### **Specially Designed Instruction**

- Intensive, individualized instruction/interventions/supports that are provided to address the unique needs of a child with a disability who have been found eligible for services under the Individual with Disabilities Education Act (IDEA).
- Includes adaptations to the content, methodology, or delivery of instruction to ensure access to the general education curriculum
- A student's needed adaptations provided throughout core, supplemental, and intensive instruction.
- Services and supports provided are implemented as a part of an Individual Education Plan (IEP)
- Services/supports aligned with core curriculum/instruction, supplemental interventions/supports, and intensive interventions/supports.
- Progress monitoring frequently to ensure maximum acceleration (weekly recommended)

## **ACADEMICALLY CHALLENGING CURRICULUM TO ENHANCE LEARNING**

The ACCEL (Academically Challenging Curriculum to Enhance Learning) options are educational options that provide academically challenging curriculum or accelerated instruction to eligible public school students in kindergarten through grade 12.

\* Options are offered in two categories, Content Enrichment and Grade Advancement F.S. 1002.3105

### **Content Enrichment ACCEL options include:**

- independent or small group studies
- enrichment programs
- flexible grouping
- combined classes
- self-paced instruction
- telescoping curriculum

### **Subject/Grade Advancement ACCEL options include:**

- whole-grade and midyear promotion
- subject-matter acceleration
- virtual instruction in higher grade level subjects
- Credit Acceleration Program under F.S. 1003.4295

Eligibility for ACCEL options include a team review of the student's grade point average, state, and district, and standardized assessments, attendance and conduct records, and other pertinent data. A recommendation from one or more of the student's teachers in core-curricula courses and a guidance counselor, if one is assigned to the student's school, is also required. If the student meets eligibility and procedural requirements the student must be provided the opportunity to participate in the ACCEL option.

The school based team must carefully consider the effect of ACCEL options, especially Grade Advancement, on the student's future social, emotional and academic life. A plan for the smooth transition from the student's current grade to a higher grade must be developed. Additionally, assurance of continuous course progression into middle or high school must also be planned. The students' commitment, desire for the program, maturity, attendance and disciplinary record must also be considered. Parent permission is necessary for grade advancement.

A written ACCEL Plan has been developed for students meeting eligibility requirements. A Performance Contract with attendance, conduct, participation requirements and grade expectations has also been developed, copies of the policy are available upon request. Parent notification is required for Content Enrichment. Parent permission is required for Grade Advancement.

## **HOME EDUCATION**

F.S. 1002.01, defines home education as the sequentially progressive instruction of a student directed by his or her parent or guardian in order to satisfy Florida's compulsory education requirements. F.S. 1002.41 specifies the responsibilities of parents who establish a home education program.

1. Send a written notice of intent to the school district superintendent. The notice must be filed within 30 days of beginning the home education program and must include the following information:
  - a. Name of the home education student(s)
  - b. Date(s) of Birth Address
  - c. Parent's signature
2. Maintain a portfolio of educational records. Statute defines a portfolio as
  - a. A log of educational activities which is made contemporaneously with the instruction and which designates by title any reading materials used, and

- b. Samples of any writings, worksheets, workbooks or creative materials used or developed by the student.
3. Make the portfolio available for inspection by the superintendent upon 15-day written notice (The statute does not require the superintendent to inspect all portfolios).
4. Provide an annual educational evaluation of the student's educational progress to the superintendent. The evaluation must consist of one of the following:
  - a. A Florida certified teacher chosen by the parent may evaluate the child's progress based on a review of the portfolio and discussion with the student.
  - b. The student may take any nationally-normed student achievement test administered by a certified teacher.
  - c. The student may take a state student assessment test at a location and under testing conditions approved by the school district.
  - d. The student may be evaluated by a psychologist holding a valid, active license pursuant to F.S. 490.003 (7) or (8).
  - e. The student may be evaluated with any other valid measurement tool as mutually agreed upon by the parent and the superintendent.
5. Preserve each student's portfolio for two years.
6. Submit a letter of termination to the school district superintendent upon completion of the home education program, enrollment in a public or private school or moving from the district.

## **ELEMENTARY SCHOOL**

Homeschool is not allowed for Kindergarten if the parent anticipates enrolling their child in a public school for first grade. Entry into any grade beyond first will not require proof of kindergarten but will require demonstration of minimum skills for the grade entered.

Students who participate in home education for grades kindergarten through fifth, are not eligible to participate on a part time basis in academic or extracurricular activities at the elementary school campus F.S. 1002.41 and 1006.15.

### **Transferring into Elementary School from Home Education:**

The principal is responsible for appropriate placement of students. Principals will use records provided to place students who transfer from home education programs. In the absence of appropriate records, the principal shall temporarily assign the pupil to an age appropriate placement and validate the placement through performance during the first grading period.

It is the intention of the School District of Indian River County to meet student academic needs in an age appropriate setting whenever possible.

## **MIDDLE SCHOOL**

### **Part-time Enrollment**

Middle school students who are participating in a home education program in accordance with Florida Statutes may be admitted to the public middle schools of the district on a part-time basis, provided there is space available in the requested class. Students in home education who wish to attend public school must have met the criteria for a home education program for the entire semester immediately prior to the time of admission. In addition, they must meet the same registration requirements as full-time students and enroll for and attend at least one regularly scheduled class period at the school. Students must register prior to the start of the semester they wish to attend. Students who are enrolled in the public school full time will be given priority. Home education students who attend school on a part-time basis are subject to all applicable rules and regulations pertaining to full-time students. Attendance on a part-time basis does not entitle the student to participate in non-interscholastic extra-curricular activities.

### Interscholastic Extra-Curricular Activities

Eligible home education students are permitted to participate in interscholastic extra-curricular activities at the middle school level. Students who want to participate in an interscholastic extracurricular activity must meet the same residency requirements as other students in the school at which they participate. The residency requirement is identified as the School Zone. Some non-athletic extra-curricular activities require enrollment in a specific class. In those cases, eligible home education students will be permitted to enroll in the appropriate class on a space available basis. The approval of the principal is required. Home Education students are not eligible to participate in non-athletic extracurricular activities that are unrelated to an academic course (i.e. dances).

For participation in an interscholastic extracurricular activity, students must meet the requirements for home education outlined in F.S. 1003.21, 1002.20 and 1006.15 and all other eligibility requirements for participation as designated by state statutes, the Florida High School Activities Association or any other association that governs the district's middle and high school interscholastic extracurricular activities.

### Transferring into Middle School from Home Education

If the transfer student does not possess an official transcript or is a home education student, credits shall be validated through performance during the first grading period. A student transferring into a school shall be placed at the appropriate sequential course level and should be passing each required course at the end of the first grading period. F.S. 1003.25(3).

## **HIGH SCHOOL**

### Part-time Enrollment

Students who are participating in a Home Education Program in accordance with Florida Statutes may be admitted to the public high schools of the district on a part-time basis.

Students in home education who wish to attend public school must have met the criteria for a home education program during the entire semester immediately prior to the time of admission. In addition, they must meet the same registration requirements as full time students, including immunizations, and enroll for and attend at least one regularly scheduled class at the school. Students must register prior to the start of the semester they wish to attend. However, students who are enrolled in the public schools full time will be given priority in course registration. Home education students who attend school on a part-time basis are subject to all applicable rules and regulations pertaining to full-time students. Attendance on a part-time basis does not entitle the student to participate in non-interscholastic extra-curricular activities, including graduation.

### Interscholastic Extracurricular Activities

Students will be eligible for participation in interscholastic activities based upon the rules and guidelines of the FL High School Athletic Association.

Florida Statutes permit eligible home education students to participate in interscholastic extracurricular activities at the high school level. Some non-athletic extracurricular activities require enrollment in a specific high school course or courses. In those cases, eligible home education students will be permitted to enroll in the appropriate courses on a space available basis. The approval of the principal is required. Home Education students are not eligible to participate in non-athletic extracurricular activities that are unrelated to an academic course (i.e. prom, homecoming dances, etc.).

Students who want to participate in an interscholastic extracurricular activity must meet the same residency requirements as other students in the school at which they participate. The residency requirement is identified as the School Zone. Therefore, all home education students who want to participate in an interscholastic extracurricular activity, must go through School Assignment and be assigned a school for participation in an interscholastic extracurricular activity, students must meet the



requirements as outlined in F.S. 1002.41 and 1006.15 and all other eligibility requirements for participation as designated by state statutes or the Florida High School Activities Association or any other association that governs the district's interscholastic extra- curricular activities F.S.1007.27(4).

### Transferring into High School from Home Education

State Board Rule 6A-1.09941 establishes a uniform transfer of credit at the high school level as follows: If the transfer student does not possess an official transcript or is a home education student, credits shall be validated through performance during the first grading period. A student transferring into a school shall be placed at the appropriate sequential course level and should have a minimum grade point average of 2.0 at the end of the first grading period F.S. 1003.25(3).

### VIRTUAL INSTRUCTION

F.S. 1002.455 Student eligibility for K-12 virtual instruction. —All students, including home education and private school students, are eligible to participate in any of the following virtual instruction options:

1. School district operated part-time or full-time kindergarten through grade 12 virtual instruction programs under s. 1002.45(1)(b).
2. Full-time virtual charter school instruction authorized under s. 1002.33 to students within the school district or to students in other school districts throughout the state pursuant to s. 1002.31.
3. Virtual courses offered in the course code directory to students within the school district or to students in other school districts throughout the state pursuant to s. 1003.498.
4. Florida Virtual School instructional services authorized under s. 1002.37.

Virtual instruction is defined as instruction provided in an interactive learning environment created through technology in which the student and teacher are separated by time, space or both. The virtual instruction options include;

1. School district operated part-time or full-time Kindergarten through grade 12 virtual instruction programs under F.S. 1002.45 for students enrolled in the school district.
2. Full-time virtual charter school instruction.
3. Courses delivered in the traditional school setting by personnel providing direct instruction through a virtual environment or through a blended virtual and physical environment pursuant to F.S. 1003.498.

Students residing within Indian River County have opportunities to participate in virtual education programs, they include, Indian River Virtual School, K12 Virtual School (Fuel Education), Connections Learning and Edgenuity full and part time F.S. 1011.61(1) (c) 1.b. (III) and (IV).

### INDIAN RIVER VIRTUAL SCHOOL

The School District of Indian River County has established the Indian River Virtual School (IRVS) to provide students with a high quality virtual program. All district policies and procedures applying to student progression and academic achievement apply to students enrolled in Indian River Virtual School. The IRVS offers of a full-time program for students in grades K-12. Initiating enrollment in Indian River Virtual School is through [www.indianriverschools.org/indian-river-virtual](http://www.indianriverschools.org/indian-river-virtual)

F.S. 1002.455 Student eligibility for K-12 virtual instruction. —All students, including home education and private school students, are eligible to participate in any of the following virtual instruction options:

1. School district operated part-time or full-time kindergarten through grade 12 virtual instruction programs under s. 1002.45(1)(b).
2. Full-time virtual charter school instruction authorized under s. 1002.33 to students within the school district or to students in other school districts throughout the state pursuant to s. 1002.31.
3. Virtual courses offered in the course code directory to students within the school district or to students in other school districts throughout the state pursuant to s. 1003.498.
4. Florida Virtual School instructional services authorized under s. 1002.37.

## Grade Placement Procedures

Students enrolling in the IRVS shall be administratively placed in the appropriate grade level. This placement will be based on the most recent school records on file with the District, or another approved education provider the curriculum provider and District administration will determine final grade placement.

Criteria to be considered may include age, school readiness, ability to work independently, standardized achievement test results, state assessments, previous performance in public and private schools, progress towards graduation standards, and (when applicable) compliance with home education program requirements. In no instance shall placement in a grade be based solely on the recommendation of the parent/guardian or a non-approved curriculum provider.

The provisional placement decision is subject to screening and review of the student's work and performance. Subsequent to appropriate screening, the student shall be allowed to remain in the assigned grade or placed in the most appropriate grade.

## Attendance

The School Board attendance policy will apply to the IRVS. The K-12 IRVS full-time program follows the same school calendar as all other Indian River County public schools. Attendance in the program is expected to be for the entire school year.

## Extracurricular and Enrichment Activities

Virtual school is a school of choice and therefore certain programs and activities offered at traditional schools may not be available to virtual students. The District has made every attempt possible to create equity between traditional and virtual instructional programs, however, there are activities and events that are impossible to replicate in an individual, online instructional environment.

Students in grades 6-12 may participate in interscholastic extracurricular activities providing they adhere to the requirements, as specified in F.S. 1006.15. Students who want to participate in an interscholastic extracurricular activity must meet the same residency requirements as other students in the school where they participate. The residency requirement is based on the District student assignment plan. Therefore, all Indian River Virtual School (IRVS) students who want to participate in an interscholastic extracurricular activity must go through School Assignment and be assigned a school. IRVS students participating in interscholastic extracurricular activities must meet the requirements of participation as set forth by the Florida High School Athletic Association Policy 26 Section C. All Florida High School Athletic Association requirements must be met, as specified in F.S. 1006.15.

## Retention/Credit Retrieval

### **Elementary School**

Elementary students (K-5) who do not successfully complete grade level requirements will not be permitted to continue in the virtual program for the following year. Instead, students who did not complete the grade level must enroll the following year in a traditional school location to repeat the grade.

### **Middle School**

Middle School students (6-8) who do not successfully pass a course must retake that course before being promoted to high school.

### **High School**

High School students (9-12) must successfully complete the graduation requirements, as specified in F.S. 1003.4, F.S. or 1003.429.

### Promotion/Graduation

The IRVS is a public school in Indian River County and therefore students will be held to all promotion and graduation requirements of Indian River County and the State of Florida. IRVS students will receive an Indian River County School District diploma. The Indian River Virtual School diploma will be mailed to the student upon completion of the 9-12 IRVS.

### **FLORIDA VIRTUAL SCHOOL**

Student may take courses through the Florida Virtual School that is an accredited school funded by the Department of Education. The Florida School Code establishes Florida Virtual School (FLVS) as an educational choice and an acceleration option for parents and students. Students enrolled in district elementary schools, middle schools and high schools may choose to enroll in courses available through Florida Virtual School. Students will receive credit for successful completion of such courses. Because of the unique nature of this program, approval of the principal or guidance counselor is required to ensure that the courses meet the student's expectations, academic needs and/or graduation requirements.

Students may take courses from the Virtual School on campus before or after school hours in addition to the regular school day or through summer school enrollment. A student may not enroll in the same course concurrently at two different public schools, such as their district school and Florida Virtual School. Initiating enrollment in virtual coursework is through [www.FLVS.net](http://www.FLVS.net). F.S. 1002.37 (1) (b) 1, 2 and 1002.37(2)(g).

### **PART-TIME PROGRAM**

Some of the students who may benefit from enrolling for courses at FLVS are:

1. Students who might need to make up credits in order to graduate on schedule
2. Students who want to enrich their academic program.
3. Students who want to take a course(s) not offered at their school.
4. Students who need a more flexible schedule.

### **VIRTUAL/ONLINE COURSE REQUIREMENT**

Beginning with students entering grade 9 in the 2011-2012 school year, at least one course within the 24 credits required in this subsection must be completed through online learning. However, an online course taken during grades 6 through 8 fulfills this requirement. This requirement shall be met through an online course offered by the Florida Virtual School, an online course offered by the high school, or an online dual enrollment course (Beginning August 1, 2014 an Online Driver's Education course does satisfy the Virtual Online course requirements beginning with the 2014-15 9<sup>th</sup> grade cohort). A student who is enrolled in a full-time or part-time virtual instruction program meets this requirement. A school district may not require a student to take the online course outside the school day or in addition to a student's courses for a given semester F.S. 1003.428.

This requirement does not apply to a student who has an individual education plan under F.S. 1003.57, which indicates that an online course would be inappropriate or a student who is enrolled in a Florida high school and has less than 1 academic year remaining in high school.

### **FLORIDA STANDARDS ASSESSMENTS (FSA) AND OTHER MANDATORY ASSESSMENTS**

Students enrolled in Florida Virtual School, Indian River Virtual School, K12, Pasco County or Brevard County are public school students and are therefore required to participate in all District and State mandated testing, including but not limited to the FSA and End-of-Course Assessments. District and State mandated tests will be administered at the student's zoned school.

# **STUDENT PROGRESSION GRADES K – 5**

## **STUDENT PROGRESSION GRADES K – 5**

The school district shall provide all courses required for elementary grade promotion, and appropriate instruction will be designed to ensure that students meet State Board of Education adopted standards in the following subject areas: reading and other language arts, mathematics, science, social studies, health and physical education, and the arts.

### **CURRICULA**

1. Instruction for the elementary program shall include reading, language arts, mathematics, social studies/civics, science, physical education, music, art, media/technology, and other such disciplines as may be considered necessary for a comprehensive school program.
2. The program for elementary schools shall include physical education classes staffed by physical education teachers. The program will reflect the following outcomes.
  - a. Fitness education and assessment to help students to understand, improve, or maintain their physical well-being.
  - b. Instruction in a variety of motor skills and physical activities designed to enhance the physical, mental and social or emotional development of every student.
  - c. Development of, and instruction in, cognitive concepts about motor skills and physical fitness that support a lifelong healthy life style.
  - d. Opportunities to develop positive social and cooperative skills through physical activity participation.
  - e. Instruction in healthy life-long habits F.S. 1003.455.
3. The school district may deliver courses in the traditional school setting by personnel certified pursuant to s. 1012.55, F.S., who provide direct instruction through virtual instruction or through blended learning courses consisting of both traditional classroom and online instructional techniques. Students in a blended learning course must be full-time students of the school and receive the online instruction in a classroom setting of the school. The funding, performance, and accountability requirements for blended learning courses are the same as those for traditional courses.

### **PHYSICAL EDUCATION**

Physical education” means the development or maintenance of skills related to strength, agility, flexibility, movement, and stamina, including dance; the development of knowledge and skills regarding teamwork and fair play; the development of knowledge and skills regarding nutrition and physical fitness as part of a healthy lifestyle; and the development of positive attitudes regarding sound nutrition and physical activity as a component of personal well-being.

Elementary students will receive 150 minutes of physical education each week. Continuous and rigorous activity will be provided in periods of not less than 30 minutes. Students enrolled in such instruction shall be reported through the periodic student membership surveys, and records of such enrollment shall be audited pursuant to s. 1010.305. Such instruction may be provided by any instructional personnel as defined in s. 1012.01(2), regardless of certification, who are designated by the school principal.

Recess Requirements Each student will participate in at least 100 minutes of supervised, safe, and unstructured free-play recess each week for students in kindergarten through grade 5 so that there are at least 20 consecutive minutes of free-play recess per day.

### **PHYSICAL EDUCATION WAIVER**

1. Thirty minutes of physical activity per day is required. This requirement shall be waived for a student who meets one of the following criteria and for whom a waiver request is submitted to the principal. The waiver form is available at <https://www.indianriverschools.org/curriculum->

2. The student is enrolled or required to enroll in a remedial course.
3. The student's parent indicates in writing to the school that:
  - a. The parent requests that the student enroll in another course from among those courses offered as options by the school district;
  - b. The student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement.
  - c. The student's parent will be notified of the options available before scheduling the student to participate in physical education.

### **PLEDGE OF ALLEGIANCE WAIVER**

In reference to, F.S. 1003.44, parents have the right to request permission for their child to not participate in reciting the Pledge of Allegiance, including standing and placing the right hand over his or her heart. Parents must request this permission in writing to the school Principal each year.

### **STUDENT PLACEMENT**

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 pupil 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 of Indian River County 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 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.

### **CLASSROOM TRANSFERS**

If a parent makes a written request to have his or her child transferred to another classroom teacher, the Principal must approve or deny the transfer within two weeks after receiving a request. If a request is denied, the Principal must notify the parent and specify the reasons for the denial. F.S.1003.3101

### **PARTICIPATION IN STATE WIDE ASSESSMENT PROGRAM**

Indian River Schools will not schedule more than 5 percent of a student's total school hours in a year to administer statewide and district-required local assessments. The 5 percent limit may be exceeded to provide test accommodations required by an IEP or for ELL students F.S. 1008.22(7)(d). Below is a list of the statewide assessments that are currently in use for our elementary students:

#### **1. Florida Kindergarten Readiness Screener (FLKRS)**

The Star Early Literacy assessment is a state mandated kindergarten assessment that must be given within the first 30 days of school. It is the state adopted Florida Kindergarten Readiness Screener (FLKRS) to meet statute 1002.69. The assessment is based on Voluntary Prekindergarten standards adopted by the FLDOE.

Star Early Literacy assessment is used to calculate the kindergarten readiness rate for students who were enrolled in VPK. The kindergarten screener is a formative assessment for kindergarten teachers to identify each child's areas of strength and weakness related to preparation for mastery of the kindergarten standards. The assessment covers 3 main domains: Word Knowledge and Skills, Comprehension Strategies and Constructing meaning, and Numbers and Operations.

## **2. Florida Standards Assessment (FSA)**

The state assessment of reading shall begin in grade 3, reading and writing in grades 4 – 5, and math in grades 3-5. F.S. 1008.25 requires mandatory retention for students in grade 3 who score level 1, or any eligible students who do not participate in FSA ELA assessment.

## **3. Annual English Language Proficiency Assessment: All English Language Learners (ELL)**

K – 12 will be assessed using the Assessing Comprehension and Communication in English State-to-State for English Language Learners (ACCESS for ELLs 2.0) assessment in the areas of language acquisition: reading, writing, listening, and speaking. In addition to ACCESS for ELLs 2.0, the Alternate ACCESS for ELLs assessment will be available for eligible ELLs with significant cognitive disabilities. Both ACCESS 2.0 and Alternate ACCESS for ELLs will be administered as paper-based tests.

## **4. The National Assessment of Educational Progress (NAEP)**

The National Assessment of Educational Progress is a periodic national assessment of America's students in mathematics, reading, science, writing, the arts, civics, economics, geography, and U.S. history.

## **5. Other International Assessments**

The Florida Commissioner of Education has the authority to identify additional international assessments.

## **PARTICIPATION IN DISTRICT-WIDE ASSESSMENT PROGRAM**

For 2017-18, the School District of Indian River County will use iReady a digital platform which provides diagnostic assessment, progress monitoring, reliable growth measures and individualized instruction. This will be in addition to the teacher created unit assessments. All Kindergarten through fifth grade students will participate in the iReady program through three diagnostic assessments in the fall, winter and spring in both English Language Arts and Mathematics. As a part of the state's requirement for possible retention, third grade students will also be expected to participate in a state approved nationally normed reading comprehension assessment as an additional option for third graders to show mastery of the skills needed to be promoted. For 20167-178, the FLDOE has approved the use of iReady as an additional portfolio and as an Alternative Assessment given for students at risk for retention in third grade.

## **PROGRESS MONITORING PLANS AND TARGETED INSTRUCTIONAL SUPPORT**

The School District of Indian River County monitors the progress of all students through several aspects of the district progress monitoring plan. The district progress monitoring schedule is accessible through the district website.

Students who do not demonstrate proficiency with grade level curriculum in English Language Arts, social studies/civics, science and mathematics or who score below Level 3 in English Language Arts or math must be provided with additional diagnostic assessments to determine the nature of the student's difficulty and areas of academic need. The school must develop, in consultation with the student's parent, and implement a Progress Monitoring Plan.

The purpose of the Progress Monitoring Plan is to guide the teacher's instruction which will assist the student in meeting state and district expectations for proficiency in reading and math. Each Progress Monitoring Plan must identify the specific need, and planned intervention in the area(s) of deficiency. Progress Monitoring Plans must be frequently reviewed by the teacher and the assistant principal following each progress monitoring assessment. Progress monitoring data will be evaluated when determining continuation or revision of intervention strategies. If the documented deficiency in English Language Arts or mathematics is not remediated in accordance with the Progress Monitoring Plan, the student may be retained. The student must continue to be provided with targeted instructional supports until the expectations are met. Schools shall determine the supplemental strategies that

are most appropriate for each student.

If a student's reading deficiency is not remedied by the end of grade 3, as demonstrated by scoring Level 2 or higher on the statewide, standardized assessment required under F.S. 1008.22 for grade 3, the student must be retained. The parent of any student who exhibits a substantial deficiency in reading, will be notified in writing through the reading deficiency letter that his or her child has been identified as having a substantial deficiency in reading. This letter will describe the current services and proposed supplemental instruction services and supports that will be provided to help remediate the identified area of reading deficiency. Strategies for parents to use in helping their child succeed in reading proficiency will also be documented in the reading deficiency letter.

The district school board may only exempt students from mandatory retention, for good cause.

A student who is promoted to grade 4 with a good cause exemption shall be provided intensive reading instruction and intervention that include specialized diagnostic information and specific reading strategies to meet the needs of each student so promoted. Good cause exemptions are limited to the following:

1. Limited English proficient students who have had less than 2 years of instruction in an English for Speakers of Other Languages program.
2. Students with disabilities whose individual education plan indicates that participation in the statewide assessment program is not appropriate, consistent with the requirements of F.S. 1008.212.
3. Students who demonstrate an acceptable level of performance on an alternative standardized reading or English Language Arts assessment approved by the State Board of Education.
4. A student who demonstrates through a student portfolio that he or she is performing at least at Level 2 on the statewide, standardized Reading assessment or, upon implementation, the English Language Arts assessment.
5. Students with disabilities who take the statewide, standardized Reading assessment or, upon implementation, the English Language Arts assessment and who have an individual education plan or a Section 504 plan that reflects that the student has received intensive remediation in reading or English Language Arts for more than 2 years but still demonstrates a deficiency and was previously retained in kindergarten, grade 1, grade 2, or grade 3.
6. Students who have received intensive reading intervention for 2 or more years but still demonstrate a deficiency in reading and who were previously retained in kindergarten, grade 1, grade 2, or grade 3 for a total of 2 years. A student may not be retained more than once in grade 3 F.S. 1008.25
7. Students who have received intensive remediation in reading or English Language Arts for 2 or more years but still demonstrate a deficiency and who were previously retained in kindergarten, grade 1, grade 2, or grade 3 for a total of 2 years. Intensive instruction for students so promoted must include an altered instructional day that includes specialized diagnostic information and specific reading strategies for each student. The district school board shall assist schools and teachers to implement reading strategies that research has shown to be successful in improving reading among low-performing readers.

### **THE BALANCED LITERACY PLAN**

The focus of the Balanced Literacy Plan is to prevent the retention of grade 3 students and to offer intensive accelerated reading instruction to grade 3 students who failed to meet standards for promotion to grade 4 and to each K-5 student who is assessed as exhibiting a reading deficiency. Each elementary school in Indian River County shall provide comprehensive research based reading instruction for all students. This reading instruction will be provided for a minimum of 90 minutes each day through the district adopted reading program differentiated for student ability during small group time.



Each K-5 student's reading ability will be regularly assessed. Any student who is observed to have a reading deficiency will be further assessed through diagnostic assessments to measure student proficiency with oral language, phonemic awareness, phonics, fluency, vocabulary and comprehension. Using the assessment results, any students who score below proficiency will be provided, during regular school hours, intensive reading instruction in addition to the regular reading instruction using a state-identified reading curriculum.

This additional instruction will be provided to target specific deficiencies highlighted through assessment and outlined on the Progress Monitoring Plan. Throughout the school year, instructional strategies will be determined through progress monitoring.

The state identified reading curriculum will have been reviewed by the Florida Center for Reading Research at Florida State University and will meet at a minimum the following:

1. Assists students assessed as exhibiting a reading deficiency in developing the ability to read at grade level
2. Provides skill development in phonemic awareness, phonics, fluency, vocabulary, and comprehension.
3. Provides scientifically based and reliable assessment
4. Provides initial and ongoing analysis of each student's reading progress
5. Is implemented during regular school hours
6. Provides a curriculum in core academic subjects to assist the student in maintaining or meeting proficiency levels for the appropriate grade in all academic subjects.

Parents will be consulted in the development of the Progress Monitoring Plan (PMP) for reading which includes diagnosis of specific deficiencies in the areas of oral language, phonemic awareness, phonics, fluency, comprehension, and vocabulary.

The District School Board shall assist schools and teachers to implement research-based reading activities that have shown to be successful in teaching reading to low performing students. Student progress in each of the areas shall be monitored frequently.

Reading proficiency must be reassessed by locally determined assessments or through teacher observations at the beginning of the grade following the intensive reading instruction. The student must continue to be provided with intensive reading instruction until the reading deficiency is remediated F.S. 1008.25(4) (b) and 1002.20(11)

The parent of any student who exhibits a substantial deficiency in reading must be immediately notified in writing of the following:

1. That his or her child has been identified as having a substantial deficiency in reading with a description of the exact nature of the student's difficulty in learning and lack of achievement in reading.
2. A description of the current services that are provided to the child
3. A description of the proposed supplemental instructional services and supports that will be provided to the child that are designed to remediate the identified area of reading deficiency.
4. That the intensive reading instruction will continue until the deficiency is corrected.
5. Strategies for the parent to use in helping their child succeed in reading proficiency
6. That Florida Standards Assessment (FSA) is not the sole determiner of promotion and that the additional evaluation, portfolio reviews, and assessments may be used to determine if the student is reading at or above grade level. If the child's reading deficiency is not remediated by the end of grade 3, the child must be retained unless he or she is exempt from mandatory retention for good cause F.S. 1008.25(5)(b).

If a child who was retained in 3<sup>rd</sup> grade can demonstrate the required reading level before the start of the next school year, he or she may be promoted to fourth grade. If the child achieves the required

reading level during the next school year, the child may be promoted to fourth grade midyear. Students promoted during the school year after November 1 must demonstrate proficiency levels in reading equivalent to the level necessary for the beginning of 4<sup>th</sup> grade as well as the required reading skills needed for 3<sup>rd</sup> grade. This must include standards that provide proof that the students' progress is sufficient to master appropriate 4<sup>th</sup> grade reading skills. F.S. 1008.

### **FINANCIAL LITERACY STANDARDS**

The addition of a Financial Literacy strand is required by 1003.41, F.S. Standards were added to the 4<sup>th</sup> grade Social Studies curriculum. Some of the clusters that will be addressed include Earning Income, Buying Goods and Services, Saving, Financial Investing and Protecting and Insuring Goods and Services.

### **GRADING AND REPORTING FOR KINDERGARTEN TO FIFTH GRADE**

A report shall be made to parents each grading period concerning the academic achievement, work habits, attendance, and conduct of students in kindergarten through grade five.

The report will be based upon the student's classroom work, observations, assessments, and other relevant information as per F.S. 1008.25.

It shall be the teacher's responsibility to determine grades based on student mastery of the current K-12 FLDOE Standards. The nine-week evaluation shall reflect all academic performance to determine a final evaluation that reflects the students' progress toward mastery of the standards in all subjects.

Progress shall be indicated in Kindergarten through 5<sup>th</sup> grade on the report card by assessing skill attainment and mastery of the standards for each grade. In grades two through five, letter grades shall be entered on the report cards to indicate academic achievement and mastery of the standards for each grade along with work habits.

### **Grading - Academic Achievement Grade**

When reporting a student's academic achievement grade the evaluation shall relate to:

1. level of mastery of standards of the course objectives that have been identified for each course in the state course description and are compatible with the current K-12 FLDOE Standards,
2. performance on school/class/curricular assessments and
3. teacher evaluation of students based on mastery of performance standards. The academic achievement grade shall be representative of the student's level of mastery of standards based on data collected throughout the grading period for which the student is being evaluated. The academic achievement grade shall be based on measurable evidence such as, but not limited to the following:
  - Individual Class Work (essays, research papers, note-taking, etc.)
  - Chapter/Unit Tests
  - Alternative Assessments (oral exams, rubrics, labs, projects, portfolios, etc.)
  - End of Course Exams

Teachers are encouraged to develop test questions that span all levels of cognitive complexity. Strategies and accommodations must be provided for students who are English Language Learners (ELL) receiving services in accordance with an ELL plan. Accommodations for Exceptional Education students must adhere to the individuals' Individual Education Plan (IEP). Grades for ESE students should be a collaboration of grades from the ESE Teacher and the General Education Teacher.

A student's academic achievement grade shall not be lowered as a disciplinary measure according to SDIRC School Board Policy.

## Work Habit Grade/Behaviors That Affect Learning

When determining a student's work habit grade the evaluation shall relate to:

1. learning practices that lead to the mastery of current K-12 FLDOE standards
2. behaviors and personal responsibilities that contribute to student success.

The work habit grade shall be based on measurable evidence such as, but not limited to the following:

- Actively Listens
- Attendance
- Class work/Homework Completion
- Conduct/Behavior
- Honesty
- Individual and Group Participation
- Organization
- Punctuality
- Preparedness
- Respect for property, self, and others
- Shows Effort

## KINDERGARTEN AND FIRST GRADE REPORT CARDS

Kindergarten and First Grade teachers will grade students by the progress toward mastery of the standards. The standards assessed each quarter will be the ones that will show on the report card with all standards expected to be assessed by the end of the year.

ACADEMIC SCALE	
<b>M</b> Mastering – Proficient understanding the skills needed during reporting period	<b>E</b> <b>Specials and Behaviors</b> Exceeding Expectations
<b>D</b> Developing understanding of skills/needs support	<b>S</b> Successfully Meeting Expectations
<b>L</b> Limited understanding and/or not demonstrating skills needed	<b>P</b> Progressing, But Needs Support
	<b>N</b> Not Meeting Expectations **Y – Standard Assessed **X – Area of Concern Receiving Support Services

## SECOND THROUGH FIFTH GRADE REPORT CARDS

Second grade through fifth grade will continue using the academic scale A-F but will represent and will include the standards that have been assessed as well as any standards that are areas of concern. Below is the academic grading scale for grades 2-5.

Scale for Grades 2-5	
90-100	A
80-89	B
70-79	C
60-69	D
0-59	F
IN	Incomplete

- Standards will be displayed under each core subject area; however they will NOT be graded.
- Teachers will mark standards assessed during the grading period with a "Y" (yes)

- Teachers will mark any standard that is an area of concern with an “X”
- Behaviors that affect learning (Conduct) will be marked with an “X” to denote an area of concern. There will be no overall Conduct grade given.

**Special Area teachers will continue to use the ESPN grading scale.**

<b>Scale for Special Area Classes for Grades K-5</b>		
E	=	Exceeding Expectations
S	=	Successfully Meeting Expectations
P	=	Progressing, But Needs Support
N	=	Not Meeting Expectations
X	=	Area of Concern

Other ways teachers will share academic progress may be in the following formats:

1. Narrative Reports of Progress – used as a narrative for a progress report in the middle of a reporting time or as a reference for parents.
2. Competency Checklists
3. Portfolios – graded with a rubric.

A student’s academic achievement grade shall not be lowered as a disciplinary measure according to SDIRC School Board Policy.

The letters NG (No Grade) may be substituted for a grade when a student has been in attendance for 21 days or less during a nine week grading period.

1. The student had a serious illness or has been absent through no fault of his own and is unable to make up the work.
2. A transfer student has been enrolled for less than 21 days and grades have not been received from the previous school.

If records are received at a later time, the NG should be changed to the appropriate grade. An “NG” is not to be used as a substitute for an incomplete. An “NG” does not calculate into the grade point average and requires principal’s approval. The final report card for each school year shall contain a statement indicating end-of-the-year status in academic achievement, behavior, attendance and promotion or non-promotion. Students may not be exempt from academic performance requirements based on practices or policies designed to encourage attendance. A student’s attendance may not be used in whole or in part to provide an exemption from any academic performance. Student midterm progress reports will be sent home each grading period F.S. 1003.33

**PROMOTION POLICY**

Student promotion in kindergarten through fifth grade is based upon an evaluation of each student’s achievement in attaining specific district and/or state requirements. A student will be eligible for promotion when all criteria for promotion have been met. A student who does not demonstrate achievement as described in F.S. 1008.25 and the Indian River County Student Progression Plan will be referred to the school’s Promotion Review Committee for promotion with a Progress Monitoring Plan or retention. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion F.S. 1008.25(6)(a).

To be eligible for promotion a student must:

1. Demonstrate satisfactory performance with grade level curriculum in reading, writing, mathematics and science. Grade level curriculum is built on a continuum of the Florida Standards that are necessary for successful grade-to-grade progression and high school graduation. Satisfactory performance shall be measured based upon the student’s classroom

work, observations, tests, district and state assessments, and other relevant information as per F.S. 1008.25.

2. Participate in and performance on statewide assessment as defined in F.S. 1008.22 in grades three through five, at, or above the levels required by the state.

### **REFERRAL TO PROMOTION REVIEW COMMITTEE**

A student who does not demonstrate achievement as described in State Statutes and the Indian River County Student Progression Plan will be referred to the school's Promotion Review Committee (PRC) for promotion with a PMP or retention. Following the PRC meeting, parents will be notified of the committee decision. When a student's academic achievement does not demonstrate proficiency with grade level curriculum, parent notification will occur throughout the year. The teacher will provide to the Promotion Review Committee a form that reviews a student's academic history including but not limited to:

1. Attendance
2. Performance on district assessments
3. Intervention services
4. Performance on state assessments
5. Promotion history
6. Work samples
7. Report card

The Promotion Review Committee in each school will consist of the principal or a designee, the classroom teacher, and at least one other member of the instructional staff. This team will review the student's progress toward proficiency with grade level curriculum in reading, writing, mathematics and science. In grades three through five, they will additionally review performance on statewide Assessments. After careful consideration of all of a student's relevant information, as documented on the Promotion Review Form, along with teacher observations, the committee will make a recommendation in writing to the principal for promotion with a PMP or retention. The principal shall make the final determination for students based upon State Statutes and the Indian River County Student Progression Plan.

Notification prior to the final report card will be made to the parent(s) or guardian(s) if a child is promoted with a PMP or retained.

### **PROMOTION WITH A PROGRESS MONITORING PLAN (PMP)**

Students who are promoted with a PMP must continue to be provided with targeted instructional supports until proficiency is demonstrated, as determined by the teacher in the next grade level.

### **RETENTION**

A student not demonstrating proficiency with grade level curriculum in reading, writing, science, and mathematics at any grade may be retained within an intensive program that is different from the previous year's program and takes into account the student's learning style. When the teacher's classroom assessments, evaluation of the Progress Monitoring Plan and/or performance on statewide assessments indicate a student has not met state and/or local requirements, retention may be recommended to the Principal through the Promotion Review Committee F.S. 1008.25(2)(b)

### **REQUIREMENTS FOR PROMOTION TO GRADE 4**

To be promoted to grade 4, a student must score a Level 2 or higher on the statewide, standardized English Language Arts assessment required under section 1008.22, Florida Statutes (F.S.), for grade 3. (Section 1008.25(5)(b), F.S.) An appropriate alternative placement must be considered for a student who has been retained 2 or more years. Section 1008.25, Florida Statutes (F.S.), requires students to take the FSA- ELA. For students in grade 3, Florida Statute requires mandatory retention of students who score a level 1, or any eligible students who do not participate in the FSA-ELA assessments,

The District School Board may only exempt students from mandatory retention, for good cause.

Good cause exemptions are limited to the following:

1. Students with disabilities whose Individual Educational Plan indicates that participation in the statewide assessment program is not appropriate, consistent with the requirements of State Board of Education rule.
2. Limited English Proficient students who have had less than 2 year of instruction in an English for Speakers of other Languages program based on the initial date of entry into a school in the United States.
3. Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment or English Language Arts assessment approved by the State Board of Education.
4. A student who demonstrates through a student portfolio that he or she is performing at least at Level 2 on the statewide, standardized English Language Arts assessment.
5. Students with disabilities who participate in the statewide, standardized English Language Arts assessment and who have an individual Educational Plan or a section 504 plan that reflects that the student has received the intensive remediation in reading or English Language Arts for more than 2 years but still demonstrates a deficiency, and was previously retained in kindergarten, grade 1, grade 2 or grade 3.
6. Students who have received intensive remediation in reading for 2 or more years but still demonstrate a deficiency in reading and who were previously retained in kindergarten, grade 1, grade 2 or grade 3 for a total of 2 years. Intensive reading instruction for students so promoted must include an altered instructional day based upon an academic improvement plan that includes diagnostic information and specific reading strategies. A student may not be retained more than once in grade 3 F.S.1008.25.
7. Students who have received intensive remediation in reading or English Language Arts for 2 or more years, but still demonstrate a deficiency and who were previously retained in kindergarten, grade 1, grade 2, or grade 3 for a total of 2 years. Intensive instruction for students so promoted must include an altered instructional day that includes specialized diagnostic information and specific reading strategies for each student. The district school board shall assist schools and teachers to implement reading strategies that research has shown to be successful in improving reading among low-performing readers.

Requests for good cause exemptions for students from the mandatory retention requirement as described in items 3 and 4 above shall be made consistent with the following:

The teacher will submit to the principal documentation that indicates that the promotion of the student is appropriate and is based upon the student's academic record. Such documentation may consist of the Individual Educational Plan, if applicable, report card, alternative assessment results and/or the Indian River County Third Grade student portfolio (either completed during the school year through the District created benchmark assessments and iReady assessments or after the summer with the state approved portfolio assessments). The principal shall review and discuss such recommendation with the Promotion Review Committee and make the determination as to whether the student should be promoted or retained. If the school principal determines that the student should be promoted through a good cause exemption, the school principal shall make such recommendation in writing to the district school superintendent/designee. The district school superintendent/designee shall accept or reject the school principal's recommendation in writing F.S.1008.25 (b)(c).

### **SUMMER SCHOOL**

An academic summer school may be provided for students in grades kindergarten through five, with funding priority given to third grade. The academic summer school will be operated primarily for students who are in need of significant remediation in reading. Academic summer programs will be offered beyond third grade when funding is available.

### **PROMOTION AFTER SUMMER SCHOOL (3<sup>rd</sup> Grade Reading Camp)**

Students who score at level 1 on the statewide, standardized reading assessment in third grade must be retained. These students can demonstrate reading proficiency at level 2 or higher through a portfolio. Students who are not exempted from retention through these or other good cause exemptions can continue to accumulate evidence for a portfolio throughout summer reading camp. At the conclusion of summer reading camp students will have an opportunity to demonstrate reading proficiency by scoring at state designated levels on the state approved digital assessment “iReady.” If evidence is accumulated during summer school, it will be reviewed by an administrator or designee for verification. When performance is verified, the student’s home school will be notified. Students who do not meet one of these promotion criteria at the end of summer reading camp, will be retained in third grade.

### **THIRD GRADE MID-YEAR PROMOTION**

Mid-year promotion is available to any retained student who can demonstrate that they are a successful and independent reader, reading at or above grade level, and ready to be promoted to grade 4.

Mid-year promotion may occur only within the first semester of the school year.

1. Mid-Year Promotion prior to November 1

a. By Portfolio

At the beginning of the next school year retained third grade students will be allowed to accumulate additional portfolio evidence during the first 20 days of school.

The completed portfolio must meet the standards set by the state for exemption from retention. This evidence must include multiple choice items from passages that are approximately 60% literary text and 40% informational text and that are between 100- 700 words with an average of 500 words. Such evidence could include chapter or unit tests from the district’s/school’s adopted core reading curriculum that are aligned with the third-grade reading standards or teacher–prepared assessments that are aligned with the third-grade reading standards. For each standard there must be at least three examples of mastery and all examples of mastery must be demonstrated by a grade of “C” or higher.

b. By Standardized Assessment

Students can also be promoted during that period of time by demonstrating reading proficiency on an alternate form of reading comprehension test. SDIRC will use the Florida DOE approved digital assessment, “iReady.” Proficiency will be considered met if the student scores at or above the 50<sup>th</sup> percentile on the “iReady” assessment.

2. Mid-Year Promotion after November 1

a. By Portfolio

The portfolio must contain evidence of mastery of third grade Florida Standards for Language Arts as required for good cause exemption. In addition there must be at least two samples of evidence of beginning mastery of each fourth grade reading benchmark as demonstrated on Florida Standards. This evidence must include multiple choice items from passages that are approximately 60% literary text and 40% informational text and that are between 100-700 words with an average of 500 words. Such evidence could include chapter or unit tests from the district’s/school’s adopted core reading curriculum that are aligned with the fourth-grade reading standards or teacher– prepared assessments that are aligned with the third-grade reading standards. All examples of mastery must be demonstrated by a grade of “C” or higher.

b. By Standardized Assessment

Students must demonstrate reading mastery by scoring at or above grade level in reading comprehension. This score must be measured in standard scores and translated to a grade

equivalent score consistent with the month of promotion to fourth grade (i.e. promotion to fourth grade during the month of December would require a score of 4.3 based on the table provided by the test developer)

### **SUCCESSFUL PROGRESSION OF RETAINED THIRD GRADERS**

Students who score at level one in the reading section of the Florida Standards Assessment and are not eligible for promotion through good cause will be retained in third grade. Written notice will be sent to the parent of any third grade retained student. This notice will indicate:

1. that the student has not met the proficiency level requirement for promotion
2. the reasons the child is not eligible for good cause exemption
3. a description of proposed interventions and supports that will be provided

The notification must comply with the provisions of F.S. 1002.20 (14) and must include a description of proposed interventions and support that will be provided to the child to remediate the identified areas of reading deficiency.

Before the beginning of the second year in third grade, the principal, assistant principal, reading coach and classroom teacher will meet to review each retained student's progress. This review must address additional supports and services needed to remediate the identified areas of reading deficiency. Retained students must be provided intensive interventions in reading to ameliorate the student's specific reading deficiency as identified by valid and reliable diagnostic assessments.

### **INTENSIVE INTERVENTION**

Appropriate teaching methodologies will be implemented to assist students in becoming successful readers, able to read at or above grade level and ready for promotion to the next grade.

Retained third graders will

1. have reduced student-teacher ratio in accordance with F.S. 1008.25 especially during intervention reading instruction
2. be taught through effective instructional practices
3. receive differentiated and intensive instruction with materials different than those used with the child during their previous year in third grade.
4. have a daily, uninterrupted 90 minute reading block that uses scientifically research-based reading instruction including small group instruction.
5. be provided additional reading instruction
6. have additional diagnostic assessments to determine the nature of the student's difficulty, the area of academic need and strategies for appropriate intervention and instruction.
7. more frequent progress monitoring than other students along with a PMP (Progress Monitoring plan which will include developing a student portfolio.
8. be assigned to a high performing teacher as determined by student performance data and above-satisfactory performance appraisals
9. be provided an opportunity to attend summer reading camp

### **INTENSIVE ACCELERATION CLASS**

An intensive acceleration class must be provided to any student in grade 3 who scores at level 1 on the reading portion of the Florida Standards Assessment and who was retained in grade 3 the prior year because of scoring at Level 1 on the reading portion of the Florida Standards Assessment. This class must:

1. have a student teacher ratio lower than other 3<sup>rd</sup> grade classes.
2. be provided with uninterrupted reading instruction for the majority of the student contact time each day
3. be provided opportunities to master the grade 4 Florida Standards in other core subject



areas

4. use a reading program that is scientifically research-based and has proven results in accelerating student reading achievement within the same school year
5. be provided intensive language and vocabulary instruction using a scientifically research-based program including the use of a speech and language therapist. The classroom teacher will meet with a speech and language therapist on a regular basis to determine the most effective use of the program.
6. have weekly progress monitoring to ensure that progress is being made
7. report to the Department of Education the progress of students at the end of the first semester
8. report to the State Board of Education, as requested, on the specific intensive reading interventions and supports implemented at the school district level.

# **STUDENT PROGRESSION GRADES 6 – 8**

## STUDENT PROGRESSION GRADES 6-8

### PROGRAM REQUIREMENTS

Program requirements are established to ensure that students promoted from grade 8 have the necessary academic skills for success in high school.

The following subjects are required in the 6-8 Program course descriptions and performance standards in the form of benchmarks for Florida Standards have been developed for each course offered in the 6-8 Program.

<b>English/ Language Arts (ELA)</b>	3 years
<b>Mathematics</b>	3 years Three middle school or higher courses in mathematics. Middle schools must offer at least one high school level mathematics course for which students may earn high school credit. Earning high school credit for Algebra I or Geometry course is contingent upon the student's performance on the end-of-course (EOC) assessment required by F.S. 1008.22(3)(c)2.a.(I), and F.S.1003.4285(a)2 and beginning in the 2012-2013 school year, the results will count as 30% of the final grade F.S. 1008.22.  Students enrolled in high school Geometry, beginning in the 2012-2013, must take the EOC and the results will count as 30% of the final grade F.S.1008.22.
<b>Science</b>	3 years Beginning in the 2012-2013, middle grades students enrolled in high school Biology 1 must take the Biology EOC and the results will count as 30% of the final course grade F.S.1008.22.
<b>Social Studies</b>	3 years Including the study of the US/Florida history, civics, and world cultures. Civics will have an EOC and the results will count as 30% of the final course grade. F.S.1008.22
<b>Reading</b>	Students with a deficiency in reading will be assigned to a remedial program.

**A variety of elective experiences may be offered by schools including, but not limited to:**

<b>Physical Education</b>	Required for one semester each year <i>(unless exempted through the waiver process)</i>
<b>Career and Technology</b>	Elective
<b>Art</b>	Elective
<b>Band/Orchestra</b>	Elective
<b>Chorus</b>	Elective
<b>Computer Literacy</b>	Elective
<b>Drama</b>	Elective
<b>Foreign Language</b>	Elective
<b>Health</b>	Elective

There shall be instruction in any subject matter, field, topic, or specific area required by law in accordance with the law or implementing regulations of the State Board of Education.

The program for middle schools shall include physical education classes staffed by physical education teachers. The program will reflect the following outcomes:

1. Physical fitness and assessment to help students to understand, improve, or maintain their physical well-being
2. Instruction in a variety of motor skills and physical activities designed to enhance the physical, mental and social or emotional development of every student
3. Development of, and instruction in, cognitive concepts about motor skills and physical fitness that support a life-long healthy life style
4. Opportunities to develop positive social and cooperative skills through physical activities
5. Instruction in Healthy life-long habits

Students will be given special instruction or services as an exceptional education student pursuant to evaluation, eligibility, placement, and dismissal in the manner prescribed in the Special Programs and Procedures for Exceptional Education in the Indian River School District.

The course may be taught by any member of the instructional staff; must result in a completed

<b>English/Language Arts</b>	3 year- long (or equivalent) middle school or higher courses that shall emphasize literature, composition and technical text.
<b>Mathematics</b>	3 year -long (or equivalent) middle school or higher courses. Each middle school will offer at least one high school level mathematics course for which students may earn high school credit.
<b>Science</b>	3 year- long (or equivalent) middle school or higher courses in science.
<b>Social Studies</b>	3 year- long (or equivalent) middle school or higher courses in social studies, one year of which must include the study of state and local government and civics education.

personalized academic and career plan for the student; must emphasize technology or the application of technology in career fields.

The required personalized academic and career plan must be internet-based to inform students of high school graduation requirements and diploma designation options, high school assessment and college entrance test requirements, Florida Bright Futures Scholarship Program requirements, state university and Florida College System institution admission requirements, and programs through which a high school student can earn college credit, including Advanced Placement, International Baccalaureate, dual enrollment, career academy and career-themed course opportunities, and courses that lead to national industry certification.

Each student shall complete a personal education plan that must be signed by the student and the student's parent.

For each year in which a student scores at Level 1 on the ELA of the standardized statewide assessment Reading, the student may be enrolled in and complete an intensive reading course the following year. Placement of Level 2 readers in either an intensive reading course or a content area course in which reading strategies are delivered shall be determined by diagnosis of reading needs. Reading courses shall be designed and offered pursuant to the comprehensive reading plan required by F.S. 1011.62(9).

State Board Rule 6A-6.054, F.A.C. establishes guidelines for placement in reading intervention and for progress monitoring. Progress monitoring must occur three times per year.

A student scoring at Level 1 or Level 2 on the standardized statewide assessment for Mathematics

may receive remediation the following year, which may be integrated into the student's required mathematics course F.S. 1000.42.

Students in grades 6 through 8 may be assigned to an academic support program for the purpose of providing immediate instructional support and/or course recovery when they have demonstrated unsuccessful progress in English, Mathematics, Science or Social Studies. This program may be implemented during the school day, before and after school and/ or during the summer, when funding is available F.S. 1003.4156

F.S. 1001.42 (18)(b) Includes all students taking the Florida Standards Alternative Assessment (FAA) for ELA and Mathematics to be considered for early warning remediation regardless of their performance level, as they are not demonstrating proficiency on the traditional standards.

The equivalent of one class period per day of physical education for one semester of each year is required. When possible, this requirement may be waived for a student who meets one of the following criteria and for whom a waiver request is submitted to the principal:

1. The student is enrolled or required to enroll in a remedial course.
2. The student's parent indicates in writing to the school that:
  - a. The parent requests that the student enroll in another course from among those courses offered as options by the school district;
  - b. The student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement.
3. The student's parent will be notified of the options available before scheduling the student to participate in physical education. The waiver form is available at:  
<https://www.indianriverschools.org/curriculum-and-instruction/48-curriculum-documents>

### **FINANCIAL LITERACY STANDARDS**

The addition of a Financial Literacy strand is required by 1003.41, F.S. Standards were added to the 8<sup>th</sup> grade Social Studies curriculum. Some of the clusters that will be addressed include Earning Income, Buying Goods and Services, Using Credit, Saving, Financial Investing and Protecting and Insuring Goods and Services.

### **PHYSICAL EDUCATION WAIVER**

1. Thirty minutes of physical activity per day is required. This requirement shall be waived for a student who meets one of the following criteria and for whom a waiver request is submitted to the principal. The waiver form is available at <https://www.indianriverschools.org/curriculum-documents>
2. The student is enrolled or required to enroll in a remedial course.
3. The student's parent indicates in writing to the school that:
  - a. The parent requests that the student enroll in another course from among those courses offered as options by the school district;
  - b. The student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement.
  - c. The student's parent will be notified of the options available before scheduling the student to participate in physical education.

### **PLEDGE OF ALLEGIANCE WAIVER**

In reference to HB 7029, section 39, parents have the right to request permission for their child to not participate in reciting the Pledge of Allegiance, including standing and placing the right hand over his or her heart. Parents must request this permission in writing to the school Principal each year.

**GRADING AND REPORT CARDS**

Report cards will be issued quarterly (every nine weeks). It shall be the teacher’s responsibility to determine grades. When determining a student’s grade the evaluation shall relate to:

1. mastery of the course objectives that have been identified for each course in the state course descriptions and are compatible with the Next Generation Sunshine State Standards or Florida State Standards for that course
2. performance on school and/or district assessment criteria; and
3. teacher evaluation based on mastery of the exit criteria

The grade shall be representative of the student’s progress and, in as much as possible, be based on data collected throughout the grading period for which the student is being evaluated. The grade shall be based on such factors as tests and assessments, homework, special projects, laboratory activities, reports, research papers, notebooks, class participation, portfolios and any special activities that relate to a subject area. Teachers are encouraged to develop test questions that span all levels of cognitive complexity.

Each nine weeks during the school year a student will receive a report card indicating student academic progress, conduct and behavior, and attendance. To indicate academic progress letter grades shall be averaged to determine a semester grade. The symbol for plus shall be affixed to the letter grade as an incentive to the student and shall be used in averaging semester grades. However, no plus may be affixed to the final semester grade. A semester examination is given in all courses in grades six through twelve.

Semester exams shall be comprehensive and cover the entire semester’s work. A copy of each semester exam shall be filed with the principal. A semester exam shall be given in all academic subjects. In other courses, a project or other special activity may be used in lieu of a semester exam when approved by the principal. Grade six and seven will use Appendix A Grade Conversion Chart. No student shall be exempt from academic performance requirements, such as final exams, based on practices or policies designed to encourage student attendance. A student’s attendance record may not be used in whole or in part to provide an exemption from any academic performance.

A student’s final report card for the school year shall indicate end of year status in academic achievement including promotion or non-promotion F.S. 1003.33(2).

Achievement will be measured according to the following state grading scale. Only letter grades will be entered on the report cards to indicate student progress. Our electronic grading system employs the numerical values listed below.

<b>A</b>	=	89.50 - 100	Outstanding Progress
<b>B</b>	=	79.50 - 89.49	Above Average Progress
<b>C</b>	=	69.50 - 79.49	Average Progress
<b>D</b>	=	59.50 - 69.49	Lowest Acceptable Progress
<b>F</b>	=	0 - 59.49	Failing
<b>I</b>	=	Incomplete	Incomplete (The work must be made up within twice as many days as missed with excused absence or grade will convert to an F. The principal can make exceptions to this time limit if necessary)
<b>S</b>	=	Satisfactory	
<b>U</b>	=	Unsatisfactory	
<b>NG</b>	=	No Grade	

The no grade option is only to be used under the following circumstance(s).

1. The student has suffered a serious illness and will be unable, through no fault of his/her own, to make up the work.

2. A transfer student has been enrolled in a course for a very short time, has not been enrolled in an equivalent course and will not be able to make up the work through no fault of his/her own. An “NG” is not to be used as a substitute for an incomplete or an “F” and requires a principal’s approval.

**CREDIT ACCELERATION PROGRAM (CAP)**

CAP allows a student to earn high school credit in a course that requires a statewide, standardized end-of-course (EOC) assessment whether or not the student is enrolled in the course or has completed the course. Course credit shall be awarded if the student takes the standardized end-of- the-course assessment and makes a passing proficient score. The standardized EOC assessment will be taken during the regular administration of the assessment.

**CAPE DIGITAL TOOL CERTIFICATES**

Beginning with the 2015-2016 school year, middle school students have the opportunity to earn a digital tool certificate. Targeted skills to be mastered for the certificate include digital skills that are necessary to the student’s academic work and skills the student may need in future employment. These digital skills include word processing, spreadsheets, presentations, and digital arts and are taught in the year-long computer class at each middle school. Each student will receive a high school credit after successful completion of this course.

**VIRTUAL ON-LINE COURSE REQUIREMENT**

On-line courses taken in 6<sup>th</sup>, 7<sup>th</sup> or 8<sup>th</sup> grade fulfills the requirement for standard high school diploma. (F.S. 1003.4282) Completion of a course in which a student earns a nationally recognized industry certification in information technology that is identified on the Career and Professional Education Act (CAPE) Industry Certification Funding List pursuant to F.S 1008.44, or passage of the information technology examination without enrollment in or completion of the corresponding courses as applicable, can fulfill the on-line course requirement. Passage of an on-line content assessment, without enrollment of the corresponding course or courses, by which the student demonstrates skills and competency in locating information and applying technology for instructional purposes can satisfy this requirement as well. Students may not be required to take an on-line course outside of the regular school to satisfy the on-line requirement for a standard high school diploma.

**ACADEMICALLY CHALLENGING CURRICULUM TO ENHANCE LEARNING (ACCEL)**

The ACCEL options are educational options that provide academically challenging curriculum or accelerated instruction to eligible public school students in kindergarten through grade 12. Options are offered in two categories, Content Enrichment and Grade Advancement F.S. 1002.3105. **Content Enrichment ACCEL options include:**

- independent or small group studies
- enrichment programs
- flexible grouping
- combined classes
- self-paced instruction
- telescoping curriculum

**Grade/Subject Area Advancement ACCEL options include:**

- whole-grade and midyear promotion
- subject-matter acceleration
- virtual instruction in higher grade level subjects
- Credit Acceleration Program under F.S.1003.4295

Eligibility for ACCEL options include a team review of the student’s grade point average, state, district and standardized assessments, attendance and conduct records, and other pertinent data. A

recommendation from one or more of the student's teachers in core-curriculum courses and a guidance counselor, if one is assigned to the student's school, is also required. If the student meets eligibility and procedural requirements the student must be provided the opportunity to participate in the ACCEL option.

The school based team must carefully consider the effect of ACCEL options, especially Grade Advancement, on the student's future social, emotional and academic life. A plan for the smooth transition from the student's current grade to a higher grade must be developed. Additionally, assurance of continuous course progression into middle or high school must also be planned. The student's commitment, desire for the program, maturity, attendance and disciplinary record must also be considered. Parent permission is necessary for grade advancement.

A written ACCEL Plan will be developed for students meeting eligibility requirements.

A Performance Contract with attendance, conduct, participation requirements and grade expectations will also be developed. Parent notification is required for Content Enrichment. Parent permission is required for Grade Advancement.

### **STUDENT MID-TERM PROGRESS REPORTS**

Student midterm progress reports will be sent each grading period.

### **PROMOTION CRITERIA**

Student promotion in grades six through eight is based upon an evaluation of each student's achievement in attaining specified district or state requirements. A student will be eligible for promotion when all promotion criteria have been met.

To be eligible for promotion in grades six through eight, a student must:

1. Participate in statewide assessment tests in grades 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> as required F.S.1008.22. Students will perform on all statewide assessments in reading, writing, science and mathematics at or above the minimum level determined by the state.
2. Pass language arts, mathematics, science and social studies each year in grades 6<sup>th</sup>, 7<sup>th</sup>, & 8<sup>th</sup>. Students will not be promoted from 8<sup>th</sup> grade to 9<sup>th</sup> grade until they have successfully completed all of the requirements in the core academic areas as required by the State of Florida.
3. Students who do not complete the required courses prior to the beginning of their 9<sup>th</sup> grade year will be allowed two weeks at the beginning of the school year to complete all requirements for promotion at the middle school. If all requirements are not completed, the student will repeat the 8<sup>th</sup> grade.

### **TARGETED INSTRUCTIONAL SUPPORT AND PROGRESS MONITORING**

Students will be identified for targeted instructional support by the student's classroom work, observations, tests, district and state assessments, and other relevant information. Targeted instructional support may differ according to age, grade, and educational need. The principal may reassign students during the school year if teacher evaluations and test scores indicate the need for reassignment. Students who are performing below grade level expectations and who do not meet specific levels of performance as determined by the district school board in reading, writing, science and mathematics for each grade level, or who score below Level 3 on statewide assessments as stated in F.S.1008.22, must be provided with additional diagnostic assessments to determine the nature of the student's difficulty, the areas of academic need, the strategies for appropriate intervention and the instruction needed.

The school in which the student is enrolled must develop, in consultation with the student's parents, and must implement a progress monitoring plan (PMP). A progress monitoring plan is intended to provide



the school district and the school with flexibility in meeting the academic needs of the student and to reduce paperwork.

A student who is not meeting the school district or state requirements for proficiency in reading and math shall be covered in one of the following plans to target instruction and identify ways to improve his or her academic achievement:

1. A federally required student plan such as an individual educational plan;
2. A school wide system of progress monitoring for all students, except a student who scores Level 4 or above in the specific subject area statewide assessment may be exempted from participation by the principal; or
3. An individualized progress monitoring plan.

The plan chosen must be designed to assist the student or school in meeting state and district expectations for proficiency.

Progress monitoring will take place a minimum of three times per year. The progress monitoring data will be used to evaluate and revise classroom instruction and determine individual student targeted instructional support needs. If the student has been identified as having a deficiency in reading, the comprehensive reading plan required by F.S. 1011.62(9) shall include instructional support services to be provided to meet the desired levels of performance.

The district school board may offer low-performing students to attend targeted instructional support programs held before and after regular school hours or during the summer if transportation is provided.

For each year in which the student scores at Level 1 or Level 2 on FSA Mathematics, the student shall receive targeted instructional support the following year.

These requirements apply to students in grades 6, 7, or 8 independent of the grade configuration at the school. If the student has been identified as having a substantial deficiency in reading as determined by state assessments, the progress monitoring plan will describe specific deficiencies in phonemic awareness, phonics, fluency, comprehension and vocabulary. It will describe the desired performance in these areas and the instructional/ support services to be provided. The schools will monitor the progress of these students. The district will assist schools and teachers in implementing research-based activities for low performing students F.S. 1008.25 (4)(b).

Upon subsequent evaluation, if the documented deficiency has not been remediated in accordance with the progress monitoring plan, the student may be retained. Each student who does not meet the minimum performance expectations defined by the state for the statewide assessment tests in reading, writing, science and mathematics must continue to be provided with targeted instructional support or supplemental instruction until the expectations are met or the student graduates from high school or is not subject to compulsory school attendance. The principal may reassign students during the school year if teacher evaluation and test scores indicate the need for reassignment F.S. 1008.2(4)(c).

Schools shall provide for the frequent monitoring of the student's progress in meeting the desired levels of performance. The District School Board shall assist schools and teachers to implement research-based reading activities that have shown to be successful in teaching reading to low performing students F.S. 1008.25(4)(b).

### **SUMMER SCHOOL**

Students in grades 6-8 who have not met specific promotion criteria may be eligible to attend summer school when summer school is provided. Summer school will be offered only when funding is available. No student will be promoted to high school who has not successfully completed the core academic courses in middle school as required by the state for high school progression.

## **STATE UNIFORM TRANSFER OF MIDDLE SCHOOL COURSE/CREDITS**

Grade or level placement for transfer students in middle school classes, to include students from out of state, out of country, private school or home education, will be in accordance with the following:

1. Grades earned and offered for acceptance shall be based on an official transcript and shall be accepted at face value subject to validation if required for the receiving school's accreditation. If validation is necessary, or if the student does not possess an official transcript or is a home education student, successful completion of courses shall be validated through performance during the first grading period, as outlined in Section 2 of this rule.
2. Validation of courses shall be based on performance in classes at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should be passing each required course at the end of the first grading period. Students who do not meet this requirement shall have courses validated using the Alternative Validation Procedure, as outlined in Section 3.
3. If validation based on performance as described above is not satisfactory then any one of the following alternatives shall be used for validation purposes as determined by the teacher, principal and parent:
  - a. Portfolio evaluation by the Superintendent or designee;
  - b. Demonstrated performance in courses taken at other public or private accredited schools;
  - c. Demonstrated proficiencies on nationally-normed standardized subject area tests;
  - d. Demonstrated proficiencies on the FSA; or written review of the criteria utilized for a given subject provided by the former school.
4. If a student's transcript indicates Algebra 1 course credit, the student must take and pass the Algebra 1 End Of Course (EOC) assessment in order to earn a standard diploma unless the student achieved the following:
  - Earned a comparative score of 97 or higher on the PERT,
  - Passed a statewide assessment in Algebra 1 administered by the transferring entity or
  - Passed the statewide mathematics assessment the transferring entity uses to satisfy the requirements of the Elementary and Secondary Education Act.

Students must be provided at least ninety (90) days from date of transfer to prepare for assessments outlined in paragraphs (3) (c) and (d) of this rule if required F.S. 1003.4156(3).

## **HIGH SCHOOL CREDIT EARNED IN MIDDLE SCHOOL**

A middle school student may earn credits toward high school graduation through courses offered while in middle school. Specific courses may also be used to satisfy requirements for the Florida Bright Futures Scholarship.

Students will have an opportunity to take at least one high school math credit during middle school. The chart below presents the courses offered for high school credit in middle schools.

<b>Course</b>	<b>Grade offered</b>	<b>Appropriate lower level course placement</b>
Algebra 1	8 <sup>th</sup>	
Algebra 1 Honors	7 <sup>th</sup> & 8 <sup>th</sup>	Algebra 1
Geometry Honors	8 <sup>th</sup>	Regular Geometry
Spanish 1	8 <sup>th</sup>	Elective
Digital Informational Technology	8 <sup>th</sup>	Elective

The coursework offered is the same as the coursework offered at the high school; therefore, some students may find the work so challenging that they are unable to maintain an acceptable grade. The following procedures will be followed for high school course work offered in middle school.

1. Schools will conference with parents during the first nine weeks when the student grade is below a B average. Parents who decide to leave their child in the course will be asked to sign a letter indicating their understanding of the high school coursework grade on GPA.
2. Parents will be contacted if the student's grade is a "C" or lower to discuss appropriate reassignment.
3. Students who are moved to a different course will keep the grade earned in the previous grading period in the higher level course. Grades earned in the new course will be averaged with the grades from the previous course to determine the new grade.

Students in the middle school who take any high school course for high school credit and earn a grade of "C", "D", or "F" may retake the course for forgiveness. The grade will be replaced with a grade of "C" or higher earned subsequently in the same or comparable course.

Since high school courses taken in middle school calculate into the student's high school cumulative Grade Point Average, it is recommended that students and parents strongly consider the grade forgiveness option allowed for middle school students when the grade earned is lower than a "B". Once a student enters high school, grade forgiveness is only allowed for courses where a student has a grade of "D" or "F" and a subsequent grade of "C" or higher has been earned F.S. 1003.43(1).

## **ALGEBRA 1 EOC**

Middle grades students enrolled in Algebra 1 must take the Algebra 1 EOC assessment and pass the course to earn high school Algebra 1 credit. A middle grades student is not required to earn a passing score on the Algebra 1 EOC assessment in order to earn high school credit or be promoted to high school. A middle grades student's performance on the Algebra 1 EOC assessment constitutes 30 percent of the student's final course grade. Middle grades students are required to pass the Algebra 1 EOC in order to earn a standard diploma. In the event the middle school student does not pass the

Algebra 1 EOC during the middle school administration, the student will have other opportunities to re-take the Algebra 1 assessment prior to high school graduation.

Middle grades students enrolled in high school Geometry or Biology 1 must take the EOC assessment, which constitutes 30 percent of the student's final course grade and earn a passing grade in the course F.S. 1008.22.

### **DUAL ENROLLMENT**

Secondary students in a Florida public school are eligible for dual enrollment and may enroll in dual enrollment courses conducted during school hours, after school hours, and during the summer term F.S. 1007.271.

The School Board of Indian River County and Indian River State College shall co-sponsor appropriate college courses in high schools during the normal class hours, after normal class hours, and during the summer term when requested by the principal.

All secondary students will be informed of dual enrollment as an educational option and mechanism for acceleration through the guidance department. Students shall be informed of eligibility criteria, the option for taking dual enrollment courses beyond the regular school year, and the minimum academic credits required for graduation F.S. 1007.273. The district will annually assess the demand for dual enrollment and other advanced courses and consider strategies and programs to meet that demand.

In addition, college level courses that lead to an associate degree or career certification will be available through Indian River State College. Students enrolled in co-sponsored classes shall earn both high school credits from the Indian River County School Board and college credit from Indian River State College if they meet at least the minimum requirements for satisfactory completion of such classes. No fees will be assessed for high school students enrolled in these co-sponsored classes. The State Articulation Coordinating Committee (ACC) will determine the approved list of courses and the high school subject area where the course may be applied. The list of courses will be part of the annual Inter-institutional Acceleration Agreement.

The career dual enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course F.S. 1008.44. In addition, the Department of Education has adopted guidelines to achieve comparability across school districts of both student qualifications and teacher qualifications for dual enrollment courses. Students who are seeking college credit dual enrollment status must have a high school un-weighted grade point average of or above (on a 4.0 scale) and satisfactory scores on the College Entry Level Placement Test/Post-Secondary Education Readiness Test.

Students who enroll in career dual enrollment classes must have a high school un-weighted grade point average of 2.0 or above (on a 4.0 scale). In addition, the student must demonstrate readiness for career level college coursework. Exceptions to the required GPA's may be granted on an individual student basis if the educational entities agree and the terms of the agreement are contained within the dual enrollment articulation agreement established pursuant to F.S. 1007.272(21).

Passing grades received in dual enrollment courses may be accepted for high school graduation where an equivalent high school course is identified. The list of dual enrollment courses offered through IRSC and their equivalency to high school credits will be updated annually and available on the college website <http://www.irsc.edu/>

Career preparation instruction, college preparatory instruction and physical education courses that focus on the physical execution of a skill rather than the intellectual attributes of the activity are ineligible for the inclusion in the dual enrollment program. Recreation and leisure studies courses shall be evaluated individually in the same manner as physical education courses for potential

inclusion in the program.

Career dual enrollment shall be available for secondary students seeking a degree or certificate from a complete career-preparatory program and may not be used to enroll students in isolated career courses. School districts and community/state colleges must weigh college-level dual enrollment courses the same as advanced placement International Baccalaureate (IB), and Certificate of Education courses when grade point averages are calculated. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited F.S. 1007.271.

### **END OF COURSE (EOC) ASSESSMENT REQUIREMENTS**

For promotion to 9<sup>th</sup> grade, successful completion of a high school level Algebra I, Geometry, or Biology course is not contingent upon the performance on the end-of-course assessment. Students enrolled in an Algebra 1, Geometry, or Biology 1 course or an equivalent course with a statewide, standardized EOC assessment are not required to take the corresponding standardized statewide assessment F.S.1008.22.

Beginning with the 2013-2014 school year, each student's performance on the statewide standardized EOC assessment in civics education must constitute 30 percent of the student's final grade. If a student is enrolled in an Algebra I course in Middle school, they must take and pass the EOC, to fulfill the graduation requirements for high school. F . S . 1008.22

A middle grades student who transfers into the state's public school system from an out-of-country, an out of state, or a private school or a home education program after the beginning of the second term of Grade 8 is not required to meet the civics education requirement for promotion from the middle grades if the student's transcript documents passage of three courses in social studies or two year-long courses in social studies that include coverage of civics education.

### **CLASSROOM TRANSFERS**

If a parent makes a written request to have his or her child transferred to another classroom teacher, the Principal must approve or deny the transfer within two weeks after receiving a request. If a request is denied, the Principal must notify the parent and specify the reasons for the denial. F.S.1003.3101

# **STUDENT PROGRESSION GRADES 9 - 12**

## **STUDENT PROGRESSION GRADES 9-12**

### **CREDIT (AS DEFINED IN F.S. 1003.436)**

These requirements are established to ensure that students graduating from high school have the necessary academic skills for success in the workplace and postsecondary education. One full credit means 135 hours of bona fide instruction. The hourly requirements for one-half credit are one-half the requirement for a full credit. Each course in grades 9 through 12 for which credit toward high school graduation is awarded shall have student performance standards identified. Students must demonstrate performance mastery before credit is awarded. A student may be awarded credit for less than 135 hours of instruction provided that the student has mastered course requirements and the Florida State Standards. This may include awarding credit for courses taken during summer school, through performance-based instruction, or course modifications that combine courses.

Credit will be earned in a subject when the teacher certifies that the student has satisfactorily met the student performance standards for that course. Course credit will be awarded on a semester basis. All courses are offered as semester courses. In order to earn one full credit in a one-credit course as described in the Florida Course Code Directory, a student must pass both semesters of the course. Failure to pass a semester will result in loss of one-half credit. A passing grade in the course will denote mastery of the standards. Teacher observations, classroom assignments, performance testing and examination may be considered appropriate methods of assessing student mastery.

The State Board of Education shall determine the number of postsecondary credit hours earned through dual enrollment that satisfy the requirements of the district's inter-institutional articulation agreement and that equal one full credit of the equivalent high school course F.S. 1003.235 and 1007.271.

### **VIRTUAL ONLINE COURSE REQUIREMENTS**

One course within the 24 credits required for a standard high school diploma must be completed through online learning. A school district may not require a student to take the online course outside the school day or in addition to a student's courses for a given semester. An online high school course taken during grades 6 through 8 fulfills this requirement. This requirement shall be met through an online course offered by the Florida Virtual School, an online course offered by their high school, or an online dual enrollment course. A student who is enrolled in a full-time or part-time virtual instruction program under F.S.1002.45 meets this requirement. This requirement does not apply to a student who has an individual educational plan F.S. 1003.57, which indicates that an online course would be inappropriate or a student who is enrolled in a Florida high school and has less than one academic year remaining in high school. An online Driver's Education course does satisfy the virtual online course requirement beginning with the 2013-14 9<sup>th</sup> grade cohort.

The online requirement may be fulfilled by passage of an online content assessment, without enrollment of the corresponding course or courses, by which the student demonstrates skills and competency in locating information and applying technology for instructional purposes.

Completion of a course in which a student earns a nationally recognized industry certification in information technology certification that is identified on the Career and Professional Education Act (CAPE) Industry Certification Funding List pursuant to s. 1008.44, F.S., or passage of the information technology certification examination without enrollment in or completion of the corresponding courses can also be used to satisfy the online course graduation requirement.

### **END OF COURSE (EOC) ASSESSMENT REQUIREMENTS**

Beginning with the 2011-2012 school year, to earn high school credit for an Algebra I course, a student must pass the Algebra I end-of-course assessment.

Each ninth grade cohort shall take the statewide, standardized Geometry, Biology 1, and U. S. History end-of-course assessments under F.S.1008.22(3)(c)2.c., 30 percent of a student’s course grade shall be comprised of performance on the statewide, standardized end-of- course assessment for each of the EOC’s taken, except for Algebra 1 EOC. Effective 2012-2013, under F.S. 1008.22(3)(c)2.c., 30 percent of a student’s course grade shall be comprised of performance on the statewide, standardized end-of-course assessment if one is attached to the course in which a student is enrolled. If a student is enrolled in a course that has an attached EOC assigned, the student will not take a mid-term or final exam for that course. Thirty percent not applicable if not enrolled in the course but passes the EOC.

**Algebra 1 End-of-Course (EOC) Assessment Requirement**

Beginning with students entering grade 9 in 2011-12 and beyond, students must take and pass the Algebra 1 EOC Assessment to satisfy this graduation requirement.

**NGSSS Algebra 1 EOC Assessment**

The State Board of Education established performance standards for the Algebra 1 EOC assessment aligned to the NGSSS on December 19, 2011. Only students who took an Algebra 1 course aligned to the NGSSS who need to achieve a passing score (399) will take the NGSSS Algebra 1 EOC Assessment Retake. For more information on the NGSSS Algebra 1 EOC, please see the NGSSS EOC Assessments Fact Sheet. Students whose graduation requirement is the NGSSS Algebra 1 EOC may also satisfy this requirement by earning the alternate passing score of 489 on the FSA Algebra 1 EOC assessment.

**FSA Algebra 1 EOC Assessment**

The FSA Algebra 1 EOC assessment was first administered in spring 2015. School districts received passing information for students who took the FSA Algebra 1 EOC in spring 2015. Passing status was determined by linking student performance on the FSA Algebra 1 EOC to student performance on the NGSSS Algebra 1 EOC, using a linked passing score of 399 on the NGSSS Algebra 1 EOC assessment. These students, as well as students who took the assessment in summer, fall, or winter 2015, are eligible for an alternate passing score of 489. Students taking the assessment for the first time after performance standards were set must pass the Algebra 1 EOC by earning the passing score of 497, adopted in State Board of Education rule in January 2016. For more information on the FSA Algebra 1 EOC, please see the 2015-16 FSA End-of-Course Assessments Fact Sheet.

**Table 2: Algebra 1 Assessment Requirement and Passing Score by Implementation Year**

Implementation Year	Assessment that Students Must Pass in Order to Graduate	Passing Score for the Required Assessment
2011-12	NGSSS Algebra 1 EOC	399
2014-15	FSA Algebra 1 EOC Assessment	489*
2014-15 and beyond	FSA Algebra 1 EOC Assessment	497

\*Students who took the assessment prior to the adoption of the passing score on the new scale adopted by the State Board are eligible to use the alternate passing score for graduation, which is linked to the passing score for the previous assessment requirement



## **SUMMARY OF HIGH SCHOOL ACCOUNTABILITY ASSESSMENTS AND HIGH SCHOOL GRADUATION REQUIREMENTS**

Students will take the Florida standardized statewide assessment to measure student achievement in reading (grades 3-10), writing (grades 4- 10), and mathematics (grades 3-8). The Florida End of Course (EOC) assessments are very different from the standardized statewide assessment. Students will participate in these computer-based EOC assessments at the conclusion of specific high school courses. The following information is provided to summarize the implementation schedule and how these requirements will likely impact students and school accountability calculations. Students must pass the 10<sup>th</sup> grade ELA FSA (or ACT/SAT concordant score) and Algebra I EOC or earn a comparative score on a Postsecondary Education Readiness Test (PERT). Students are required to participate in the EOC tests and the results will count 30% of the student's final grade F.S. 1003.4282.

	<b>2014-15 and thereafter</b>
<b>School Grades Calculations</b>	Gr. 9/Gr. 10 ELA FSA Algebra 1 EOC Geometry EOC Biology 1 EOC US History EOC

## **HIGH SCHOOL STANDARD DIPLOMA GRADUATION CREDIT REQUIREMENTS**

Except as otherwise authorized pursuant to F.S. 1003.429., for Accelerated high school graduation options, graduation requires the successful completion of a minimum of 24 credits, or an International Baccalaureate curriculum. Students will be advised of eligibility for the state scholarship program and post-secondary admissions.

The 24 credits required for graduation may be earned through applied, integrated and combined courses approved by the Department of Education.

<b>STUDENTS ENTERING GRADE NINE IN 2013–2014 and Forward</b>		
<b>English Language Arts (ELA)</b>	<b>4 credits</b>	<ul style="list-style-type: none"> <li>• ELA I, II*, III, IV</li> <li>• ELA honors, Advanced Placement (AP), Advanced International Certificate of Education (AICE), International Baccalaureate (IB), and dual enrollment courses may satisfy this requirement</li> </ul>
<b>Mathematics</b>	<b>4 credits</b>	<ul style="list-style-type: none"> <li>• One of which must be Algebra I* and one of which must be Geometry</li> <li>• Industry certifications that lead to college credit may substitute for up to two mathematics credits (except for Algebra I* and Geometry*)</li> </ul>
<b>Science</b>	<b>3 credits</b>	<ul style="list-style-type: none"> <li>• One of which must be Biology I*, two of which must be equally rigorous science courses.</li> <li>• Two of the three required credits must have a laboratory component.</li> <li>• An industry certification that leads to college credit substitutes for up to one science credit (except for Biology I*)</li> <li>• An identified rigorous Computer Science course with a related industry certification substitutes for up to one science credit (except for Biology I*).</li> </ul>
<b>Social Studies</b>	<b>3 credits</b>	1 World History* 1 United States History .5 Economics (must include Financial Literacy) .5 American Government
<b>Physical Education</b>	<b>1 credit</b>	<b>Option 1: 1 Credit</b> in Physical Education to include the integration of Health (HOPE) <b>Option 2: .5 Credit</b> Personal Fitness and <b>.5 Credit</b> PE and <b>.5 Credit</b> Health (other eligible courses or eligible course substitutions **) Students in a District that has chosen the Health Opportunities through Physical Education (HOPE) or the HOPE-PE variation will have the following PE waivers available: <ul style="list-style-type: none"> <li>• Completing two full seasons of an interscholastic sport at the junior varsity or varsity level shall satisfy the one credit requirement in Physical Education. *If the student satisfies the Physical Education requirement through the interscholastic sport option, a one credit elective must be substituted for the Physical Education requirement.</li> <li>• Completing two years in a Reserve Officer Training Corps (R.O.T.C.) class satisfies the full 1 credit PE requirement and the full 1 credit Performing Arts requirement. Students will take two additional elective credits to meet the 24 credit requirement.</li> </ul>
<b>Performing Fine Arts/Practical Arts</b>	<b>1 credit</b> or <b>½ credit</b> in each of the areas to the right	<ul style="list-style-type: none"> <li>• One credit in practical arts career and technical education or exploratory career and technical education</li> <li>• One credit in performing fine arts to be selected from music, dance, drama, painting or sculpture. A course in any art form that requires manual dexterity or a course in speech and debate</li> </ul>
<b>Eight credits electives:</b>		<ul style="list-style-type: none"> <li>• <b>Four (4) credits</b> in elective courses selected by the student as part of the education plan required by S.1003.4156 F.S. These credits may be combined to allow intensive reading or mathematics intervention courses or credit recovery courses as described in S.1003.428(2)(b)1,F.S.</li> <li>• Elective courses are selected by the student in order to pursue a complete education program as described in S. 1001.43(3), F.S., and to meet eligibility requirements for scholarships</li> <li>• For each year in which a student scores at Level 1 the statewide assessment the student must be enrolled in and complete an intensive reading course the following year. Placement of Level 2 readers in either an intensive reading course or a content area course in which reading strategies are delivered shall be determined by diagnosis of reading needs. Reading courses shall be designed and offered pursuant to the comprehensive reading plan required by F.S.1011.62. (9).</li> <li>• For each year in which a student scores Level 1 or Level 2 on the statewide assessments, these courses may be taught through applied, integrated or combined courses and are subject to approval by the Department of Education.</li> <li>• At least one course within the 24-credit program must be completed through online learning.</li> </ul>
<b>World Languages</b>		<ul style="list-style-type: none"> <li>• Minimum 2 years of the same language required for admission into most universities and some scholarships.</li> <li>• Not required for standard diploma graduation.</li> </ul>
<b>Online course</b>		<ul style="list-style-type: none"> <li>• At least one course within the 24-credit program must be completed through online learning. Students must earn a 2.0 grade point average on a 4.0 scale. A virtual driver education course may satisfy this online course graduation requirement.</li> </ul>
<b>State Assessments*</b>		<ul style="list-style-type: none"> <li>• Students must earn a passing score on the Grade 10 ELA statewide assessment.</li> <li>• Passing the Algebra 1 EOC is required and the results will count as 30% of the final course grade.</li> <li>• Students must take the Geometry EOC and the results will count as 30% of the final course grade.</li> <li>• If Algebra II is selected, Algebra II EOC assessments will count for 30% of the final course grade when implemented.</li> <li>• Students must take the Biology EOC assessment and the results will count as 30% of the final course grade.</li> <li>• Students must take the US History EOC assessment and the results will count as 30% of the final course grade.</li> </ul>
<b>Grade Point Average</b>		<ul style="list-style-type: none"> <li>• Cumulative GPA of 2.0 on a 4.0 scale (unweighted)</li> </ul>
<b>Service Hours</b>		<ul style="list-style-type: none"> <li>• Bright Futures requires 100 or 75 for FAS and FMS scholarships respectively. <a href="http://www.floridastudentfinancialaid.org/ssfad/PDF/BFHandbookChapter1.pdf">http://www.floridastudentfinancialaid.org/ssfad/PDF/BFHandbookChapter1.pdf</a></li> </ul>

<b>STUDENTS ENTERING GRADE NINE IN 2013–2014 or 2014-2015(cont'd)</b>	
<b>Scholar Designation</b>	<ul style="list-style-type: none"> <li>In addition to meeting the standard high school diploma requirements:</li> <li>Pass ELA Grade 11 statewide assessment once implemented</li> <li>Algebra II</li> <li>Statistics or equally rigorous math</li> <li>Chemistry or Physics and another equally rigorous science</li> <li>2 credits in the same world language</li> <li>Earn at least one credit in AP, IB, AICE or a dual enrollment course</li> <li>Pass Biology EOC assessment</li> <li>Pass US History EOC assessment (F. S. 1003.4285)</li> </ul>
<b>Merit Designation</b>	<ul style="list-style-type: none"> <li>In addition to meeting the standard high school diploma requirements:</li> <li>Attain one or more industry certifications from the list established (F. S. 1003.4285)</li> </ul>
<b>ACCEL Program (18 credits minimum)</b>	<ul style="list-style-type: none"> <li>Physical education not required</li> <li>Online course not required</li> <li>3 elective credits only</li> <li>Service Hours are not required</li> <li>All other graduation requirements for a standard diploma must be met (per F.S. 1003.4282(3)(a)(e)).</li> </ul>

<b>STUDENTS ENTERING GRADE NINE IN 2012 - 2013</b>		
<b>English Language Arts (ELA)</b>	<b>4 credits</b>	<ul style="list-style-type: none"> <li>ELA I, II*, III, IV</li> <li>ELA honors, Advanced Placement (AP), Advanced International Certificate of Education (AICE), International Baccalaureate (IB), and dual enrollment courses may satisfy this requirement</li> </ul>
<b>Mathematics</b>	<b>4 credits</b>	<ul style="list-style-type: none"> <li>One of which must be Algebra I* and one of which must be Geometry</li> <li>Industry certifications that lead to college credit may substitute for up to two mathematics credits (except for Algebra I* and Geometry*)</li> </ul>
<b>Science</b>	<b>3 credits</b>	<ul style="list-style-type: none"> <li>One of which must be Biology, two of which must have a laboratory component</li> <li>Any industry certification that leads to college credit substitutes for up to one science credit (except Biology I)</li> <li>An identified rigorous Computer Science course with a related industry certification substitutes for up to one science credit (except for Biology I)</li> </ul>
<b>Social Studies</b>	<b>3 credits</b>	<ul style="list-style-type: none"> <li>1 credit World History*</li> <li>1 credit United States History</li> <li>.5 credit Economics (must include Financial Literacy)</li> <li>.5 credit American Government</li> </ul>
<b>Physical Education**</b>	<b>3 credits</b>	<ul style="list-style-type: none"> <li>Option 1: 1 Credit in Physical Education to include the integration of Health (HOPE)</li> <li>Option 2: .5 Credit Personal Fitness and .5 Credit PE and .5 Credit Health/LMS</li> <li>**2 credits of JROTC satisfy this requirement</li> </ul>
<b>Performing Fine Arts/Practical Arts</b>	<b>1 credit</b>	<ul style="list-style-type: none"> <li>Fine or Performing Arts, Speech and Debate, or eligible Practical Arts.</li> </ul>
<b>Eight credits electives:</b>		<ul style="list-style-type: none"> <li>Four (4) credits in elective courses selected by the student as part of the education plan required by S.1003.4156F.S. These credits may be combined to allow intensive reading or mathematics intervention courses or credit recovery courses as described in S.1003.428(2)(b)1,F.S.</li> <li>Elective courses are selected by the student in order to pursue a complete education program as described in S. 1001.43(3), F.S., and to meet eligibility requirements for scholarships</li> <li>For each year in which a student scores at Level 1 the state wide assessment or FCAT 2.0 Reading, the student must be enrolled in and complete an intensive reading course the following year. Placement of Level 2 readers in either an intensive reading course or a content area course in which reading strategies are delivered shall be determined by diagnosis of reading needs. Reading courses shall be designed and offered pursuant to the comprehensive reading plan required by F.S.1011.62. (9), F.S.</li> <li>For each year in which a student scores Level 1 or Level 2 on the state wide assessments</li> </ul>
<b>World Languages</b>		<ul style="list-style-type: none"> <li>Minimum 2 years of the same language required for admission into most universities and some scholarships.</li> <li>Not required for standard diploma graduation.</li> </ul>
<b>Online course</b>		<ul style="list-style-type: none"> <li>At least one course within the 24-credit program must be completed through online learning. Students must earn a 2.0 grade point average on a 4.0 scale. A virtual driver education course may satisfy this online course graduation requirement.</li> </ul>
<b>State Assessments*</b>		<ul style="list-style-type: none"> <li>Students must earn a passing score on the Grade 10 FCAT 2.0 Reading (or concordant SAT/ACT score).</li> <li>Students must earn a passing score on the Algebra 1 EOC to earn credit.</li> <li>Students must take the Geometry EOC.</li> <li>Students must take the Biology EOC.</li> <li>Students must take the US History EOC and the results will count as 30% of the final course grade.</li> </ul>
<b>Grade Point Average</b>		<ul style="list-style-type: none"> <li>Cumulative GPA of 2.0 on a 4.0 scale (unweighted)</li> </ul>
<b>Service Hours</b>		<ul style="list-style-type: none"> <li>Bright Futures requires 100 or 75 for FAS and FMS scholarships respectively. <a href="http://www.floridastudentfinancialaid.org/ssfad/PDF/BFHandbookChapter1.pdf">http://www.floridastudentfinancialaid.org/ssfad/PDF/BFHandbookChapter1.pdf</a></li> </ul>

<b>STUDENTS ENTERING GRADE NINE IN 2012 – 2013(cont'd)</b>	
<b>Scholar Designation</b>	<ul style="list-style-type: none"> <li>• In addition to meeting the standard high school diploma requirements:</li> <li>• Algebra II and must pass the EOC assessment when implemented</li> <li>• Statistics or equally rigorous math</li> <li>• Chemistry or Physics and another equally rigorous science</li> <li>• 2 credits in the same world language</li> <li>• Earn at least one credit in AP, IB, AICE or a dual enrollment course</li> <li>• Pass Biology EOC assessment</li> <li>• Pass US History EOC assessment</li> </ul>
<b>Merit Designation</b>	<ul style="list-style-type: none"> <li>• In addition to meeting the standard high school diploma requirements: Attain one or more industry certifications from the list established (per F.S. 1003.492).</li> </ul>
<b>ACCEL Program (18 credits minimum)</b>	<ul style="list-style-type: none"> <li>• Physical education not required</li> <li>• Online course not required</li> <li>• 3 elective credits only</li> <li>• Service Hours are not required</li> <li>• Passing the Algebra 1 EOC is required and the results will count as 30% of the final course grade.</li> <li>• Students must take the Geometry EOC and the results will count as 30% of the final course grade.</li> <li>• If Algebra II is selected, Algebra II Common Core assessments will count for 30% of the final course grade when implemented.</li> <li>• Students must take the Biology EOC and the results will count as 30% of the final course grade. In addition to Biology, students must take 2 equally rigorous science courses.</li> <li>• Students must take the US History EOC and the results will count as 30% of the final course grade.</li> </ul>

### **FINANCIAL LITERACY STANDARDS**

The addition of a Financial Literacy strand is required by 1003.41, F.S. Standards were added to the graduation requirements and is added to the Economics curriculum. Some of the clusters that will be addressed include Earning Income, Buying Goods and Services, Using Credit, Saving, Financial Investing and Protecting and Insuring Goods and Services.

### **PHYSICAL EDUCATION CREDIT**

Physical education must include the integration of health. Students may not opt out of the health requirement.

Students may opt out of Physical Education Courses and still earn PE and/or Performance Art credit for the following:

1. A student can fulfill one unit of credit of physical education by participating in interscholastic sports at the junior varsity or varsity level for two full seasons.
2. Completion of one semester with a grade of “C” or better in a marching band class, in a physical activity class that requires participation in marching band activities as an extra-curricular activity, or in a dance class shall satisfy one-half credit in physical education or one-half credit in performing arts.
3. Completion of two years in a Reserve Officer Training Corps (R.O.T.C.) class, a significant component of which is drills, shall satisfy the one credit requirement in physical education and the one credit requirement in performing arts.
4. Taking a marching band class, a physical activity class, or a dance class or by completing two years of JROTC will not be a substitute for the personal fitness or adaptive physical education requirements required by Florida law.

### **PLEDGE OF ALLEGIANCE WAIVER**

In reference to HB 7029, section 39, parents have the right to request permission for their child to not participate in reciting the Pledge of Allegiance, including standing and placing the right hand over his or her heart. Parents must request this permission in writing to the school Principal each year.

## **EARNING CREDIT**

Remedial courses taken in grades 9-12 may only be counted as elective credit. Credit for high school graduation may be earned for volunteer activities and nonacademic activities that have been approved by the State Board of Education, and approved by the District School Board. A maximum of one-half credit in social studies and one-half elective credit for student completion of non-paid voluntary community or school service work can be earned for volunteer hours. Students choosing this option must complete a minimum of 75 hours of service to earn the one-half credit in either category of instruction. Credit may not be earned for service provided as a result of court action. Volunteer activities for credit or for use as a Bright Futures application, should take place in a not-for-profit setting. If the proposed volunteer activity is in a for-profit setting approval must first be given by the student's guidance counselor before student starts the activity. Each student should complete a volunteer activities plan, maintain a log of hours completed, and a volunteer activity certification form signed by an adult who is not a family member of the students. All three documents must be submitted to the student's guidance counselor before hours/credit is awarded.

No student shall be granted credit toward high school graduation for enrollment in the following programs or courses:

1. Any Level 1 course unless the student's assessment indicates that a more rigorous course of study would be inappropriate, in which case a written assessment of the need must be included in the student's Individual Educational Plan, (IEP) or in a student performance plan and signed by the principal, guidance counselor, and parent or guardian if the student is not 18 years or older.
2. More than a total of nine elective credits in remedial programs;
3. More than one credit in exploratory career courses; and
4. More than three credits in practical arts family and consumer sciences classes. The School District will award high school credit for courses taken in middle school that are listed in the Florida Course Code Directory. The credit awarded shall count toward high school graduation credit and may satisfy the requirements of the Bright Futures Scholarship.

A school may require specific modified courses of programs of study so that exceptional students are assured the opportunity to meet graduation requirements through one of the following strategies:

1. Assignment of the exceptional student to an exceptional class for a basic course with the same student performance standards as those for non-exceptional students.
2. Assignment of the exceptional student to a basic education class for instruction, which is modified to accommodate the student's exceptionality.

The district shall determine which strategy to employ based on an assessment of the student's needs and shall reflect this decision on the student's individual education plan F.S. 1003.43(1)(2)(3)(4)

Prior to each student's graduation from high school, the school shall assess the student's preparation to enter the workforce and provide the student and the student's parent or guardian with the results of the assessment F.S.1003.4285.

## **THREE YEAR COLLEGE PREPARATORY PROGRAM**

The three-year college preparatory program requires a minimum of 18 credits. At least 6 of the 18 credits must be received in classes that are classified as honors, dual enrollment, advanced placement, International Baccalaureate, Advanced International Certificate of Education, or specifically listed or identified by the Department of Education as rigorous or weighted by the School District for class rank purposes. The three year college preparatory program requires at least 6 credits be received in classes that are offered pursuant to the International Baccalaureate Program, the Advanced Placement Program, dual enrollment, Advanced International Certificate of Education, or specifically listed or identified by the Department of Education, as rigorous (identified as Level 3 and meet course distribution requirements for state university system admissions) F.S. 1009.531(3).

**The 18 primary credits required for completion of this program are:**

<b>English</b>	4 credits	with major concentration in composition and literature
<b>Mathematics</b>	4 credits	Algebra I or higher from courses that qualify for state university admission 4 credits, one of which must be Algebra I or its equivalent, one of which must be in geometry or its equivalent, or a higher-level mathematics from the list of courses that qualify for state university admission (SUS) Three credits and, beginning with students entering grade 9 in the 2010-2011 school year, four credits in mathematics, one of which must be Algebra I. Beginning with students entering grade 9 in the 2010-2011 school year (30 % of the student's Algebra grade), in addition to the Algebra I credit requirement, one of the four credits in mathematics must be geometry or a series of courses equivalent to geometry as approved by the State Board of Education. Beginning with students entering grade 9 in the 2010-2011 school year, the end-of-course assessment requirements under s.1008.22(3)(c)2.a.(I)F.S. must be met in order for a student to earn the required credit in Algebra I. Beginning with students entering grade 9 in the 2011-2012 school year, the end-of-course assessment requirements under s.1008.22(3)(c)2.a.(I)F.S. must be met in order for a student to earn the required credit in geometry.
<b>Science</b>	3 credits	Two courses must have a laboratory component Three credits in science, two of which must have a laboratory component. Beginning with students entering grade 9 in the 2011-2012 school year(30 % of the student's Biology grade) , one of the three credits in science must be Biology I or a series of courses equivalent to Biology I as approved by the State Board of Education. Beginning with students entering grade 9 in the 2011-2012 school year, the end-of-course assessment requirements under s.1008.22(3)(c)2.a.(II)F.S. must be met in order for a student to earn the required credit in Biology I.
<b>Social Studies</b>	3 credits	1 World History 1 United States History In the 2012-2013 school year the end-of course assessment will account for 30 % of the student's US History grade. One of the three credits must be US History or a series of courses equivalent to US History as approved by the State Board of Education. .5 Economics (must include Financial Literacy) .5 American Government
<b>World Language</b>	2 credits	in the same second language unless the student is a native speaker of or can otherwise demonstrate competency in a language other than English, in which case the student may replace this requirement with two credits in other academic courses.
<b>Electives</b>	2 credits	
<b>Total Required</b>	18 Credits	

**THREE YEAR CAREER PREPARATORY PROGRAM**

The three-year career preparatory program requires a minimum of 18 credits. They are to be distributed as follows:

<b>English</b>	4 credits	with major concentration in composition and literature
<b>Mathematics</b>	4 credits	4 credits, one of which must be Algebra I or its equivalent, one of which must be in geometry or its equivalent, or a higher-level mathematics course Three credits and, beginning with students entering grade 9 in the 2010-2011 school year, four credits in mathematics, one of which must be Algebra I. Beginning with students entering grade 9 in the 2010-2011 school year (30 % of the student's Algebra grade), in addition to the Algebra I credit requirement, one of the four credits in mathematics must be geometry or a series of courses equivalent to geometry as approved by the State Board of Education. Beginning with students entering grade 9 in the 2010-2011 school year, the end-of-course assessment requirements under s.1008.22(3)(c)2.a.(I)F.S. must be met in order for a student to earn the required credit in Algebra I. Beginning with students entering grade 9 in the 2011-2012 school year, the end-of-course assessment requirements under s.1008.22(3)(c)2.a.(I)F.S. must be met in order for a student to earn the required credit in geometry.
<b>Science</b>	3 credits	Two must have a laboratory component Three credits in science, two of which must have a laboratory component. Beginning with students entering grade 9 in the 2011-2012 school year (30 % of the student's Biology grade), one of the three credits in science must be Biology I or a series of courses equivalent to Biology I as approved by the State Board of Education. Beginning with students entering grade 9 in the 2011-2012 school year, the end-of-course assessment requirements under s.1008.22(3)(c)2.a.(II)F.S. must be met in order for a student to earn the required credit in Biology I.
<b>Social Studies</b>	3 credits	1 World History 1 United States History In the 2012-2013 school year the end-of course assessment will account for 30 % of the student's US History grade. One of the three credits must be US History or a series of courses equivalent to US History as approved by the State Board of Education. .5 Economics (must include Financial Literacy) .5 American Government
<b>Career/Technical</b>	3 credits & 1 Elective credit	career education courses including 3 sequential courses in a career program and 1 other career education course in a single career education program or in one sequential career and technical dual enrollment program unless 4 credits were earned in career and technical
<b>Total required</b>	18 credits	

F.S. 1003.429(1)

Students may not complete either accelerated option in less than three years, even if 18 credits have been earned. Students may not be part time students.

A student who completes either accelerated option and remains for a fourth year must complete the standard twenty-four credit option.

The selection of one of the three graduation options is exclusively up to the student and parent. If the student and parent fail to select a graduation option, the student shall be considered to have selected the 24 credit general requirements for high school graduation as specified in F.S. 1003.429(1)(a) and 1003.429

### **CAREER AND PROFESSIONAL EDUCATION (CAPE) ACADEMIES**

Florida's Career and Professional Education (CAPE) Act provides rigorous and relevant career-themed courses that articulate to post-secondary level coursework and lead to industry certification. A "career and professional academy" is a research-based program that integrates a rigorous academic curriculum with an industry-specific curriculum aligned directly to priority workforce needs established by the regional workforce board. The SDIRC offers a variety of career and professional academies at each traditional high school. Students completing a CAPE Academy program must receive a standard high school diploma and the highest available industry certification for that career field F.S. 1003.491, 1003.492, and 1003.493.

A student who meets all graduation requirements shall be awarded a standard diploma. The school board may attach a Florida gold seal career and technical endorsement to a standard diploma.

### **CAPE INDUSTRY CERTIFICATIONS**

Secondary students have the opportunity to enroll in a "career-themed course" which includes an industry-specific curriculum aligned to workforce. To earn a CAPE industry certification, students are assessed by an independent, third-party certifying entity using predetermined standards for knowledge, skills and competencies, resulting in the award of a time-limited credential that is nationally recognized and applicable to an occupation. There is no monetary cost to the student regarding the certification assessment.

- A student who earns an industry certification for which there is a statewide college-credit articulation agreement approved by the State Board of Education may substitute the certification for one mathematics credit. Substitution may occur for up to two mathematics credits, except for Algebra I and Geometry. The Industry Certification Mathematics Substitution numbers are 1200998 and 1200999
- A student who earns an industry certification for which there is a statewide college-credit articulation agreement approved by the State Board of Education may substitute the certification for up to one science credit, except for Biology I. The Industry Certification Science Substitution number is 2000999

It is important to note that one qualifying industry certification attainment equates to one substitution credit. A student would need to earn three distinct industry certifications to earn the maximum three substitutions credits (two in mathematics and one in science). The school district determines which industry certification (passing scores) can yield course substitutions for mathematics and science.

The industry certifications for which there is a statewide college-credit articulation agreement approved by the State Board of Education that may substitute for mathematics and science credit can be found at the Statewide Articulation Agreements web page at

<http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/industry-certification.stml>

In fact, students may qualify for Gold Standard Industry Certification Articulation Agreements (Gold Standard Agreements). These agreements are maintained by the Florida Department of Education (FDOE) as a means for students to receive college credit for successfully earning a nationally recognized industry certification\* that is aligned with an associate in applied science or associate (AAS) in science (AS) degree. The intent is to guarantee the award of a minimum number of college credits for students entering the AAS or AS for which the Gold Standard Agreement is approved in F.S. 1003.493.

### **SELECTION OF AN ACCELERATED GRADUATION OPTION**

Prior to selecting an accelerated graduation program F.S. 1003.429 a student and the student's parent must meet with designated school personnel to receive an explanation of the relative requirements, advantages, and disadvantages of each program option, and the student must also receive the written consent of the student's parent.

The School Board shall provide each student in grades 6-9 and their parents with information concerning the three year and four year graduation options including the respective curriculum requirement for these options.

The selection of one of these graduation options must be completed by the student prior to the end of grade 9 and is exclusively up to the student and parent, subject to requirements in F.S. 1003.429(2). The deadline will be extended to the end of the student's first semester of grade 10 for a student who enters a Florida public school after grade 9 upon transfer from a private school, from another state, or who was previously prevented from choosing a graduation option due to illness during grade 9. If the student and parent/guardian fail to select a graduation option, the student shall be considered to have selected the 24 general requirements for high school graduation specified in F.S.1003.429(1)(a).

The district will not establish requirements for accelerated three-year high school graduation options in excess of the requirements in statute F.S. 1003.429

### **CREDIT ACCELERATION PROGRAM (CAP)**

CAP allows a student to earn high school credit in a course that requires a statewide, standardized end-of-course (EOC) assessment whether or not the student is enrolled in the course or has completed the course. Course credit shall be awarded if the student takes the standardized end-of- the-course assessment and makes a passing proficient score. The standardized EOC assessment will be taken during the regular administration of the assessment. A student is allowed to earn high school credit in courses required for high school graduation through the passage of an Advanced Placement (AP) examination or a College Level Examination Program (CLEP) even if they are not enrolled in the course or has not completed the course. (F.S. 1008.4295)

### **EARLY HIGH SCHOOL GRADUATION**

A student may have the option of early graduation, receiving a standard high school diploma, if the student has completed a minimum of 24 credits and meets the graduation requirements in F.S. 1003.4281, "Early graduation" means graduation from high school in less than 8 semesters or the equivalent. Each school district shall notify the parent of a student who is eligible to graduate early.

A school district may not prohibit a student who meets the requirements of this section from graduating early. A student who graduates early may continue to participate in school activities and social events and attend and participate in graduation events with the student' s cohort, as if the student were still enrolled in high school. A student who graduates early will be included in class ranking, honors, and award determinations for the student's cohort. A student who graduates early must comply with district school board rules and policies regarding access to the school facilities and grounds during normal operating hours. If eligible for a Florida Bright Futures Scholarship Program



award under F.S. 1009.53-1009.538, a student who graduates from high school midyear may receive an initial award in the spring term following the student's graduation.

A student who graduates from high school midyear must apply no later than August 31 of the student's graduation year in order to be evaluated for and, if eligible, receive an award for the current academic year as specified in F.S.1009.531, In addition, a student who receives an initial award during the spring term shall be evaluated for scholarship renewal after the completion of a full academic year, which begins with the fall term as outlined in F.S. 1009.532(4).

### **ACADEMICALLY CHALLENGING CURRICULUM TO ENHANCE LEARNING (ACCEL)**

The ACCEL options are educational options that provide academically challenging curriculum or accelerated instruction to eligible public school students in kindergarten through grade 12. Options are offered in two categories, Content Enrichment and Grade Advancement F.S. 1002.3105. **Content Enrichment ACCEL options include:**

- independent or small group studies
- enrichment programs
- flexible grouping
- combined classes
- self-paced instruction
- telescoping curriculum

**Grade/Subject Level Advancement ACCEL options include:**

- whole-grade and midyear promotion
- subject-matter acceleration
- virtual instruction in higher grade level subjects
- Credit Acceleration Program under F.S.1003.4295
- Rigorous industry certifications and work related internships and apprenticeships under F.S.1003.492, 1008.44

Eligibility for ACCEL options include a team review of the student's grade point average, state, district and standardized assessments, attendance and conduct records, and other pertinent data. A recommendation from one or more of the student's teachers in core-curriculum courses and a guidance counselor, if one is assigned to the student's school, is also required. If the student meets eligibility and procedural requirements the student must be provided the opportunity to participate in the ACCEL option. The school based team must carefully consider the effect of ACCEL options, especially Grade Advancement, on the student's future social, emotional and academic life. A plan for the smooth transition from the student's current grade to a higher grade must be developed. Additionally, assurance of continuous course progression into middle or high school must also be planned. The student's commitment, desire for the program, maturity, attendance and disciplinary record must also be considered. Parent permission is necessary for grade advancement. A written ACCEL Plan will be developed for students meeting eligibility requirements. A Performance Contract with attendance, conduct, participation requirements and grade expectations will also be developed. Parent notification is required for Content Enrichment. Parent permission is required for Grade Advancement.

### **STATEWIDE ASSESSMENT AND GPA REQUIREMENTS FOR ACCELERATED GRADUATION OPTIONS**

Students pursuing accelerated three-year high school graduation options are required to:

1. Earn a passing score on the standardized statewide assessment as defined in F.S 1003.4282, or scores on a standardized test that are concordant with passing scores on the standardized statewide assessment as defined in F.S 1003.4282.
2. Achieve a cumulative weighted grade point average of 3.5 on a 4.0 scale, or its equivalent, in courses required for the college preparatory accelerated 3 year high school graduation option.

3. Achieve a cumulative weighted grade point average of 3.0 on a 4.0 scale, or its equivalent, in the courses required for the career preparatory accelerated 3-year high school graduation option.
4. Receive a weighted or un-weighted grade that earns at least 3.0 points or its equivalent, to earn course credit toward the 18 credits required for the college preparatory accelerated program. (A “B” or better in an un-weighted course, a “C” or better in a weighted course for it to count toward graduation).
5. Receive a weighted or un-weighted grade that earns at least 2.0 points or its equivalent, to earn course credit toward 18 credits required for the 18 credits required for the career preparatory accelerated high school graduation option.
6. Weighted grades shall be applied to those courses specifically listed or identified by the department as rigorous or weighted by the district school board for class ranking. Students must earn a “C” or better if the district does not weight the course and the weighted equivalent of a “C” or better if the district weights the course in each course that applies toward graduation. The School District of Indian River County does not give additional weight for a “D”, so a student must earn at least a “C” in both weighted and un-weighted courses for them to count for this graduation option).

At the end of grade 10, a student who is not on track to meet the credit, assessment, or grade point average requirements of the accelerated graduation option selected, will have their parent/guardian contacted by the school. They will be notified of the following:

1. The requirements the student is not currently meeting
2. The specific performance necessary in grade 11 for the student to meet the accelerated graduation requirements
3. The right of the student to change to a four-year program

A student who selects one of the accelerated three-year graduation options shall automatically move to the four-year program if the student:

1. Exercises his/her right to change to the four year program
2. Fails to earn five credits by the end of grade 9 (the first year) or fails to earn 11 credits by the end of grade 10 (the second year). Credits must meet the requirements of the graduation option selected in order to be counted as part of the graduation plan
3. Does not achieve a passing score of 3 or higher on the grade 10 standardized statewide assessment
4. Has not completed the credit, grade point average, and testing requirement specified in F.S 1003.429(1), and (6) by the end of grade 11.

A student who meets all of the requirements of the accelerated graduation options prescribed in F.S 1003.429(1) and (6) shall be awarded a standard diploma in the form prescribed by the State Board of Education F.S. 1003.429.

### **REQUIRED GRADE POINT AVERAGE FOR STANDARD HIGH SCHOOL GRADUATION**

Students are required to have a cumulative grade- point average of 2.0 on a 4.0 scale or its equivalent.

Any course grade not replaced according to the forgiveness policy will be included in the cumulative grade point average even if the student has more than the 24 credits required for graduation.

“Grade forgiveness” for required courses shall be limited to replacing a grade of “D” or “F” with a grade of “C” or higher earned subsequently in the same or comparable course. Forgiveness for elective courses shall be limited to replacing a grade of “D” or “F” with a grade of “C” or higher earned subsequently by retaking the same or comparable course or another course. Any course not replaced according to this policy will be included in the GPA.

Special assistance to obtain a regular high school diploma or equivalency diploma pursuant to F.S. 1003.43(5)(c) may be given when the student has completed all requirements for graduation except the attainment of the required cumulative grade point average. These may include but are not limited to the forgiveness policy, summer school attendance, tutoring and study skills sessions F.S. 1003.43.

**ADDITIONAL REQUIREMENTS FOR STANDARD HIGH SCHOOL DIPLOMA**

**Concordant Scores Option** - Students can retake the Grade 10 Reading /ELA test or Algebra 1 EOC assessment (NGSSS or FSA, as appropriate) each time the test is administered until they achieve a passing score, and students can continue their high school education beyond the twelfth-grade year should they need additional instruction. Students currently have up to five opportunities to pass the Grade 10 Reading/ELA test before their scheduled graduation. Students who do not pass the Grade 10 Reading/ELA in the spring of their tenth-grade year may retest in fall and spring of their eleventh and twelfth grade years. The number of opportunities to retake the Algebra 1 EOC assessment will depend on the grade students are in when they first take the test, since it is taken at the conclusion of the course. The Algebra 1 EOC assessment is currently administered four times each year: in the fall, winter, spring and summer.

A student can also meet assessment graduation requirements by receiving a score concordant to the FCAT 2.0 Reading passing score on either the ACT or SAT and a score comparative to the Algebra 1 EOC assessment (NGSSS) passing score on the Postsecondary Education Readiness Test (PERT). FCAT 2.0 reading concordant scores for students entering grade 9 in 2010-11 and after were established in rule by the State Board of Education in September of 2013. New concordant and comparative scores will be established for the new assessments once a sufficient number of students have participated in both the new assessment and the alternate assessment(s) to conduct the concordant / comparative score study. Until these new scores are established, the current scores may be used by all students.

The table below shows the concordant and comparative scores students must achieve to satisfy graduation requirements. All students enrolled in grade 10 are required to participate in the Grade 10 FSA ELA assessment in accordance with section 1008.22, Florida Statutes (F.S.), regardless of whether they have a passing concordant score on file. Additionally, if students have achieved a comparative score on the PERT prior to enrolling in and completing Algebra 1 or an equivalent course, they must take the Algebra 1 EOC assessment in accordance with s. 1008.22 F.S.

**Concordant and Comparative Scores**

<b>Grade 10 FCAT 2.0 Reading or Grade 10 FSA ELA</b>	
<b>Old SAT Critical Reading*</b>	430
<b>New SAT Evidence-Based Reading and Writing**</b>	430
<b>New SAT Reading Subtest**</b>	24
<b>ACT</b>	19
<b>Algebra 1 EOC (NGSSS or FSA)</b>	
<b>PERT</b>	97

\*administered prior to March 2016.

\*\* administered in March 2016 or beyond; either the 430 score on Evidence-Based Reading and Writing OR the 24 score on Reading may be used.

## Passing Scores for Students Entering Grade 9 from 2000-01 to 2009-10

Assessment	Reading	Mathematics
<b>FCAT</b>	1926 (scale score of 300) or above	1889 (scale score of 300) or above
<b>FCAT 2.0</b>	241 or above*	N/A
<b>SAT Concordant Score</b>	410 (for students who entered grade 9 in 2006-07 or earlier)  420 (for students who entered grade 9 in 2007-08, 2008-09, or 2009-10)	340**
<b>ACT Concordant Score</b>	15 (for students who entered grade 9 in 2006-07 or earlier)  18 (for students who entered grade 9 in 2007-08, 2008-09, or 2009-10)	15
<p>*Students who participated in the spring 2011 Grade 10 FCAT 2.0 Reading test received scores called FCAT Equivalent Scores that were reported on the FCAT score scale, and the passing score was 1926 (scale score of 300). This is comparable to a score of 241 on the FCAT 2.0.</p> <p>**A concordant score of 370 on SAT Mathematics was previously established in 2003 as an alternative for the Grade 10 FCAT Mathematics requirement. This alternative passing score was lowered to a score of 340 after a concordance study was conducted in November 2009 on a revised, more challenging version of the SAT. Students required to pass FCAT Mathematics for graduation may submit a score of 340 or higher regardless of their year of enrollment in grade 9 if the score is dated March 2005 and beyond.</p>		

### **GRADUATION OPTIONS**

#### **Retaking the Statewide Assessments**

Students can retake the standardized statewide assessment as many times as they like until they pass it and can enroll for a “free” 13th year of public education should they need additional instruction to successfully pass the assessment. Students currently have up to five opportunities to pass the assessments prior to their scheduled graduation. Students who do not pass the Grade 10 standardized statewide assessment in the spring of their sophomore year may retest in fall and spring of their junior and senior years; however, it is important to note that the last administration of the FCAT Reading Retake assessment will occur in spring 2012, and the last administration of the FCAT Mathematics Retake assessment will occur in spring 2013. Students who have not passed the FCAT by its last administration will need to take and pass the FCAT 2.0 Reading assessment by earning the approved concordant passing scores that will be established, or by achieving a concordant score on the SAT or ACT, as described below. In addition, if students do not pass the required Florida EOC Assessment, they will not earn course credit and must retake the assessment until they pass it. (This applies to the Algebra 1 EOC.)

### **OTHER OPTIONS**

#### **Community / State College**

Seniors with a Certificate of Completion may enroll in any public community or state college in Florida by taking the Postsecondary Education Readiness Test (P.E.R.T.) or the Florida College Entry-Level Placement Test (CPT) to determine if they qualify to register for college-credit courses or must take remedial courses to continue their college-preparatory studies.

Participation in the testing program is mandatory. The state board shall provide rules for test adaptations and modifications of procedures necessary for students in exceptional education programs and for students who have limited English proficiency.

A student with a disability, as defined in F.S 1007.02(2) for whom the individual educational plan

(IEP) committee determines that the standardized statewide assessment cannot accurately measure the student's abilities taking into consideration all allowable accommodations, must have the standardized statewide assessment requirement waived for the purpose of receiving a standard high school diploma if the student

1. completes the minimum number and distribution of credits and minimum cumulative grade point average required for the general standard diploma
2. does not meet the standardized statewide assessment testing requirements after at least two opportunities at periods in the high school progression as defined by the state

A student with a disability, as defined in F.S.1007.02(2), for whom the IEP committee determines that an End-of-Course (EOC) assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit

To be considered for an EOC assessment waiver, the student must meet all of the following criteria:

1. be identified as a student with a disability, as defined in F.S. 1007.02(2)
2. have an active individual educational plan
3. have taken the EOC assessment with appropriate allowable accommodations at least once
4. have demonstrated, as determined by the IEP team, achievement of the course standards

As defined in F.S. 1007.02(2), students with disabilities eligible to receive an EOC assessment results waiver include students with:

1. Intellectual disability
2. Hearing impairment, including deafness
3. Speech or language impairment
4. Visual impairment, including blindness
5. Emotional or behavioral disability
6. Orthopedic or other health impairment
7. Autism spectrum disorder
8. Traumatic brain injury
9. Specific learning disability, including, but not limited to, dyslexia, dyscalculia, or developmental aphasia

A student who enters a public school at grade 12 from out of state or from a foreign country and provides satisfactory proof of attaining a score on an approved alternative assessment that is concordant to a passing score on the grade 10 standardized statewide assessment shall satisfy the assessment requirement for the standard high school diploma. A student who enters a Florida public school at grade 12 may use either standardized statewide assessment or a concordant score to meet graduation assessment requirements. Transfer students from out of state who have earned a final grade and credit in Algebra I, Geometry, History and/or Biology I are not required to take the EOC to meet high school graduation requirement. The final course grade and credit must be honored F.S. 1003.4282(7). If a student's transcript shows a credit in high school reading or ELA II or III, the student must take and pass 10<sup>th</sup> grade standardized statewide assessment Reading or earn a concordant score on the SAT or ACT, or when the state transitions to ELA statewide assessments, earn a passing score on the 10<sup>th</sup> grade ELA statewide assessment in order to earn a Florida standard high school diploma.

A student who completes the minimum number of credits prescribed by statute, but who is unable to meet the required grade point average or pass the required Florida Assessments for each subject area or a concordant standardized test at levels determined by the state shall be awarded a certificate of completion in the form prescribed by the state board. However, any student who is otherwise entitled to a certificate of completion may elect to remain in the high school either as a full-time student

or a part-time student for up to one additional year and receive special instruction to remedy the identified deficiencies. A student who receives a certificate of completion who subsequently meets the requirements for a standard high school diploma shall be awarded a standard high school diploma whenever the requirements are completed. The awarding of a certificate of completion is limited to those students selecting the 24-credit general high school graduation option and is not applicable to the three-year accelerated graduation programs.

The District Superintendent shall be responsible for notifying all students of the consequences of failure to receive a standard diploma, including the potential ineligibility for financial assistance at post-secondary educational institutions F.S. 1008.22(3)(c)5, 1008.221, 1003.43(5)(a)(10)(11), and 1003.433(4).

### **ADDITIONAL INSTRUCTION TO MEET HIGH SCHOOL GRADUATION REQUIREMENTS**

Students who have met all of the requirements for the standard high school diploma except for the passage of the grade 10 standardized statewide assessment or an alternate assessment by the end of grade 12 may participate in an adult general education program for such time as the student requires to master English, reading, mathematics, or any other course required for high school graduation. A student attending an adult general education program shall have the opportunity to take the grade 10 standardized statewide assessment an unlimited number of times in order to receive a standard high school diploma.

Students who have been enrolled in an ESOL program for less than two school years and have met all of the requirements for the standard high school diploma except for the passage of the grade 10 standardized statewide assessment or an alternative assessment may receive immersion English language instruction during the summer following their senior year. Students taking such instruction are eligible to take the standardized statewide assessment or alternative assessment and receive a standard a standard high school diploma upon passage of the grade 10 standardized statewide assessment or the alternative assessment.

These provisions will be implemented to the extent that funding for this purpose is provided by the General Appropriations Act of the Florida Legislature F.S. 1003.433(1)(2).

### **GRADING AND REPORT CARDS**

Report cards will be issued quarterly (every nine weeks). It shall be the teacher's responsibility to determine grades. When determining a student's grade the evaluation shall relate to:

1. mastery of the course objectives that have been identified for each course in the state course description and are compatible with the State Standards
2. performance on district and/or school assessment criteria, and
3. teacher evaluation based on mastery of performance standards and exit criteria

The grade shall be representative of the student's progress and, in as much as possible, be based on data collected throughout the grading period for which the student is being evaluated.

Schools will not exempt students from academic performance requirements, such as final exams, based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or in part to provide an exemption from any academic performance requirement F.S. 1003.437 and 1003.33(2).

### **GRADING OF COURSES WITH AN END OF COURSE ASSESSMENT**

EOC courses receive a final grade at the end of the each semester. Each semester grade for a course with an EOC, must include the EOC as 30% of the final grade calculation. Students who have to take the EOC at the end of the course, will not receive a final grade until the issuance of the final report card for that course. If a student does not take the EOC, a final grade cannot be calculated. If after two

administrations of the EOC, the EOC for the course in which a student is enrolled is not taken, the EOC grade will become an “F” and the “F” will be averaged in as 30% of the final grade. (Exception: Algebra 1 EOC must be taken and passed to meet graduation requirements for all students including transfer students).1003.4282(7) F. S.

Grade forgiveness does apply for courses that have an EOC attached. If the student’s final average with the EOC assessment included as 30% results in a course grade of “D” or “F,” the options for the student include one of the following:

- Retake a semester of the course;
- Retake the entire course;
- Retake the EOC assessment for that course; and
- Retake both the course and the EOC assessment to improve the student’s final course grade.

### **GRADING OF DUAL ENROLLMENT COURSEWORK**

If a student is awarded a “W” by a post-secondary institution with which the School District has a dual enrollment agreement, the “W” cannot be changed to an “F” by the high school. A “W” will be treated the same as an “NG” and will not be calculated into the grade point average.

### **WEIGHTED GRADE POLICY**

The following guidelines regarding the weighting of grades shall be utilized at each district high school.

1. The courses to be weighted shall be those designated by the State of Florida Department of Education as “Level Three” courses.
2. Weighting shall be applied as follows:
  - a. International Baccalaureate (IB), Advanced Placement (AP), and Dual Enrollment courses will be weighted at an additional 1.0 grade point.
  - b. Honors courses will be weighted at a 0.5 grade point.
  - c. School districts and community colleges must weigh dual enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated.
  - d. “D” grades will not receive additional weighting.
3. A course taken while such course is eligible for weighting shall remain weighted at its original level even if the course is deleted from the list of eligible courses, if the weighting changes, or if there is a policy change.
4. All grades will be used in the calculation of the weighted GPA except grades of “D” or “F” that are subsequently retaken for forgiveness and a grade of “C” or better has been earned.
5. A student whose schedule changes in the middle of a semester from a weighted to an unweighted class will have the following apply: If the student has one quarter in a weighted class and one quarter in an unweighted class and takes the semester exam in the unweighted class the student will not receive weighted credit since 60% of the grade is unweighted. Conversely, a student who has one quarter in an unweighted class and one quarter in a weighted class and takes the semester exam in the weighted class may receive a weighted grade since 60% of the grade was in a weighted class. In order to receive extra weight, the final semester grade must be a C or better.
6. Weighting will apply for the purposes of Class Rank (valedictorian, salutatorian, top 10%, etc.) Spring awards will be based on calculations at the end of the 7th semester.
7. Any School Board policy, plan, or approved waiver that modifies this weighted grade policy must be made prior to the end of the first semester of the preceding year in order to give parents and students ample time to consider course selections for the following year. No change in this policy will become effective during the course of any school year. Changes will only

become effective for the following school year.

8. Any changes in weighted grade policy would become effective with the incoming freshman class F.S. 1003.437.

### **PROMOTION AND GRADE CLASSIFICATION**

In order to be promoted to the next grade in high school, a student must attain the following criteria:

- |                        |  |
|------------------------|--|
| 9 <sup>th</sup> grade  | - Student must have been promoted from 8th grade |
| 10 <sup>th</sup> grade | a minimum of 6 credits                           |
| 11 <sup>th</sup> grade | a minimum of 12 credits                          |
| 12 <sup>th</sup> grade | a minimum of 18 credits                          |

A student who has not earned the minimum credits for a grade level will be classified as being in the previous grade level.

In order to assist students to meet all graduation requirements, mid-year grade level promotions to 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> grade will be made for those students retained from the previous year who have met the criteria mid-year.

### **STUDENT MID-TERM PROGRESS REPORTS**

Student mid-term progress reports will be sent each grading period.

### **REMEDICATION**

Those students at each grade level in grades 9-12, who are at or below the minimum cumulative grade point average required for graduation, shall be identified. The School District of Indian River County shall assist such students to achieve the required cumulative grade point average by its grade forgiveness policy and summer school coursework. In addition, high schools may offer one or more other activities or class assignments as considered appropriate by the school administration.

- Special Counseling
- Extended Day Services
- Tutorial Programs
- School Sponsored Help Sessions
- Homework Hotlines
- Study Skills Classes

At the end of each semester, the parent or guardian of each student in grades 9, 10, 11, and 12 who has a cumulative grade point average of less than 0.5 above the cumulative grade point average required for graduation shall be notified that the student is at risk of not meeting the requirements for graduation. This notice shall contain an explanation of the policies that have been put in place to assist the student in meeting the grade point average requirement.

The school in which the student is enrolled must develop, in consultation with the student's parents, and must implement a progress monitoring plan. A progress monitoring plan is intended to provide the school district and the school with flexibility in meeting the academic needs of the student and to reduce paperwork.

A student who is not meeting the school district or state requirements for proficiency in reading and math shall be covered in one of the following plans to target instruction and identify ways to improve his or her academic achievement:

1. A federally required student plan such as an individual educational plan;
2. A school wide system of progress monitoring for all students; or
3. A progress monitoring plan.

The plan chosen must be designed to assist the student or school in meeting state and district expectations for proficiency.

Progress monitoring will take place a minimum of three times per year. The progress monitoring data will be used to evaluate and revise classroom instruction and determine individual student remediation needs.



If the student has been identified as having a deficiency in reading, the K-12 comprehensive reading plan required by FS 1011.62(8) shall include instructional support services to be provided to meet the desired levels of performance. The district school board may require low-performing students to attend remediation programs held before and after regular school hours or during the summer if transportation is provided.

For each year in which a student scores at Level 1 on standardized statewide assessment Reading, the student must be enrolled in and complete an intensive reading course the following year. Placement of Level 2 readers in either an intensive reading course or a content area course in which reading strategies are delivered shall be determined by diagnosis of reading needs. The reading courses shall be designed and offered pursuant to the comprehensive reading plan that is approved by the state.

Upon subsequent evaluation, if the documented deficiency has not been remediated in accordance with the progress monitoring plan, the student may be retained.

Each student who does not meet the minimum performance expectations defined by the Commissioner of Education for the statewide assessment tests in reading, writing, science and mathematics must continue to be provided with remedial or supplemental instruction until the expectations are met or the student graduates from high school or is not subject to compulsory school attendance F.S. 1008.25(4)(a)(b)(c).

**HONOR GRADUATE DESIGNATION**

A student may qualify as an honor graduate by receiving no less than eleven credits in courses, which have been designated as having rigorous content. The School Advisory Council at each high school may designate a list of specific courses that will qualify Honor Graduate designation or the school may use all Level Three courses designated by the Department of Education. The Level Three courses include all Advanced Placement, International Baccalaureate, Honors, and Dual Enrollment courses.

A student must have an overall GPA of no less than a 3.0 (on a 4.0 scale) and must have received a grade of no less than a "C" in any course specified as an Honor Graduate course.

**SCHOLAR GRADUATE DESIGNATION**

A student may qualify as a scholar graduate by meeting the requirements of the 9<sup>th</sup> grade cohort in which they enter high school. This designation is determined by the state if the student successfully passes: earn one credit in Algebra II,; pass the Biology I EOC assessments; earn a credit in chemistry or physics; earn a credit in a course equally rigorous to chemistry or physics; pass the statewide standardized United States History EOC; earn two credits in the same foreign language; earn at least one credit in an Advanced Placement (AP), an International Baccalaureate, an Advanced International Certificate of Education, dual enrollment course or an approved industry certification.

**Passing Scores Required for a Scholar Diploma Designation**

Students Entered Ninth Grade	EOC Assessment			
	Geometry	Biology 1*	U.S. History*	Algebra 2
2010 - 2011 through 2013 - 2014		X	X	
2014 - 2015 through 2016 - 2017	X	X	X	X
2017 - 2018 and beyond	X	X	X	

\* A student meets this requirement without passing the Biology 1 or U.S. History EOC Assessment if the student is enrolled in an Advanced Placement (AP), International Baccalaureate (IB), or Advanced International Certificate of Education (AICE) Biology 1 or U.S. History course and the student:  
 oTakes the respective AP, IB, or AICE assessment, and  
 oEarns the minimum score to earn college credit.

## **MERIT GRADUATE DESIGNATION**

A student may qualify as a merit scholar graduate by meeting the requirements of the 9<sup>th</sup> grade cohort in which they enter high school. The student earns this designation if they obtain one or more industry certifications from the list established under F.S.1003.492.

Students can earn both a scholar and merit designation if they complete all requirements for each designation.

## **FLORIDA SEAL OF BILITERACY**

A student may qualify for a Florida Seal of Biliteracy when the attainment of a high level of competency in listening, speaking, reading, and writing in one or more foreign languages, in addition to English, has been obtained. Beginning in the 2016-2017 school year, a Gold Seal of Biliteracy (highest level of competency) or a Silver Seal of Biliteracy (second-highest level of competency) will be awarded by the Commissioner of Education to high school graduates meeting this requirement. The purpose of this program is to encourage students to study foreign languages, provide postsecondary institutions with a method of recognizing a bilingual student who is seeking admission, recognize, and promote foreign language instruction in public schools, affirm the value of diversity, honor multiple cultures and foreign languages and strengthen the relationships among multiple cultures in a community. The seal will be affixed to the diploma of graduating high school students who earn four foreign language course credits in the same foreign language, with a cumulative 3.0 grade point average or higher on a 4.0 scale, achieve a qualifying score on a foreign language assessment or satisfy alternative requirements as determined by the State Board of Education. (F.S. 1003.432)

## **PERFORMANCE BASED DIPLOMA REQUIREMENTS**

The PBD Program is a credit based curriculum and involves using computerized software that provides students with academic education which results in earning a standard high school diploma. A student who chooses this program must:

- earn 24 credits with 1 credit for HOPE and 1 credit for performing arts
- successfully pass the Florida assessments in reading and math or receive a concordant score on an standardized statewide assessment that meets graduation requirements
- attain a G.P.A. of 2.0 or higher
- complete one career/technical course and recommend the completion of a career/technical program

All students enrolled in the PBD Program will be required to be certified by a career and technical teacher in a career and technical area.

Students enrolled in the PBD Program do not meet the guidelines of the National Collegiate Athletic Association (NCAA) eligibility for Division 1 College. Please see your guidance counselor for more information.

## **HIGH SCHOOL EQUIVALENCY**

The High School Equivalency Option is for students that desire to attain a High School Equivalency Diploma. The senior student withdraws from home school in February and attends Technical Center for Career & Adult Education prep courses. Successful completion of this option results in participating at the school graduation ceremony. A student that chooses the High School Equivalency Option must meet the following:

- score at 7th grade reading level on the Test of Adult Basic Education (TABE) upon entrance in the High School Equivalency courses
- attend a minimum of 10 hours per week

- pass the High School Equivalency test

Students enrolled in this program will not be permitted to graduate before the graduation date of the student's regular class.

### **CLASSROOM TRANSFERS**

If a parent makes a written request to have his or her child transferred to another classroom teacher, the Principal must approve or deny the transfer within two weeks after receiving a request. If a request is denied, the Principal must notify the parent and specify the reasons for the denial. F.S.1003.3101

### **CHARACTER EDUCATION**

Beginning with the 2016-2017 school year, character development curriculum is required for grades 9 – 12 which must include: Instruction on developing leadership skills, interpersonal skills, organization skills and research skills; creating of a resume; developing and practicing skills necessary for employment interviews; conflict resolution, workplace ethics, and workplace law; managing stress and expectations; and developing personal skills in resiliency and self-motivation. F.S. 1003.42

### **ADULT EDUCATION HIGH SCHOOL CLASSES**

Although there is no full time Adult High School, a limited number of high school credit recovery courses will be offered through the Adult Education Program to students who are behind in credits or whose grade point average puts them in jeopardy of not receiving a standard diploma. Permission of the principal and guidance counselor is required.

### **ARTICULATED ACCELERATION**

It is the intent of the Legislature that a variety of acceleration mechanisms be available for secondary and post-secondary students attending public educational institutions. It is intended that the articulated acceleration serve to shorten the time necessary for a student to complete the requirements associated with the awarding of a high school diploma and a post-secondary degree, broaden the scope of curricular options available to students or increase the depth of study available for a particular subject. Among the mechanisms for accelerated articulation are:

1. Dual Enrollment
2. Early Admission
3. Advanced Placement
4. International Baccalaureate Program
5. Credit by Examination
6. Advanced International Certificate of Education Program.

Credit earned through the Florida Virtual School shall provide additional opportunities for acceleration. At the beginning of each school year, the parents of all students in or entering high school will be informed of the opportunities and benefits of accelerated articulation F.S. 1007.27.

### **DUAL ENROLLMENT**

The School Board of Indian River County and Indian River State College shall co-sponsor appropriate college courses in high schools during the normal class hours, after normal class hours, and during the summer term when requested by the principal.

All secondary students will be informed of dual enrollment as an educational option and mechanism for acceleration through the guidance department. Students shall be informed of eligibility criteria, the option for taking dual enrollment courses beyond the regular school year, and the minimum academic credits required for graduation F.S. 1007.273. The district will annually assess the demand for dual enrollment and other advanced courses and consider strategies and programs to meet that demand.

In addition, college level courses that lead to an associate degree or career certification will be available through Indian River State College. Students enrolled in co-sponsored classes shall earn both high school credits from the Indian River County School Board and college credit from Indian River State College if they meet at least the minimum requirements for satisfactory completion of such classes. No fees will be assessed for high school students enrolled in these co-sponsored classes. The State Articulation Coordinating Committee (ACC) will determine the approved list of courses and the high school subject area where the course may be applied. The list of courses will be part of the annual Inter-institutional Acceleration Agreement.

The career dual enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course F.S. 1008.44. In addition, the Department of Education has adopted guidelines to achieve comparability across school districts of both student qualifications and teacher qualifications for dual enrollment courses. Students who are seeking college credit dual enrollment status must have a high school un-weighted grade point average of or above (on a 4.0 scale) and satisfactory scores on the College Entry Level Placement Test/Post-Secondary Education Readiness Test.

Students who enroll in career dual enrollment classes must have a high school un-weighted grade point average of 2.0 or above (on a 4.0 scale). In addition, the student must demonstrate readiness for career level college coursework. Exceptions to the required GPA's may be granted on an individual student basis if the educational entities agree and the terms of the agreement are contained within the dual enrollment articulation agreement established pursuant to F.S.1007.272(21).

IRSC's and Indian River County School District will provide an opportunity for students to participate in a collegiate high school. The collegiate high school program will serve 12<sup>th</sup> grade students for at least one full school year and will provide the opportunity to earn Career and Professional Education (CAPE) industry certifications and successfully complete 30 credit hours through the dual enrollment program toward the first year of college for an associate degree or a baccalaureate degree while enrolled in the collegiate high school program.

Students who wish to participate in the collegiate high school program, must participate simultaneously in both a CAPE industry certification program and dual enrollment. Students who are dual enrolled but not working toward a CAPE industry certification are considered dual enrollment students but not collegiate high school students.

Students participating in the collegiate high school program are required by SB 850 to enter into a student performance contract which must be signed by each participating student, the parent, a representative of the school district, and a representative of Indian River State College. Passing grades received in dual enrollment courses may be accepted for high school graduation where an equivalent high school course is identified. The list of dual enrollment courses offered through IRSC and their equivalency to high school credits will be updated annually and available on the college website [www.irsc.edu](http://www.irsc.edu)

Career preparation instruction, college preparatory instruction and physical education courses that focus on the physical execution of a skill rather than the intellectual attributes of the activity are ineligible for the inclusion in the dual enrollment program. Recreation and leisure studies courses shall be evaluated individually in the same manner as physical education courses for potential inclusion in the program.

Career dual enrollment shall be available for secondary students seeking a degree or certificate from a complete career-preparatory program and may not be used to enroll students in isolated career courses.

School districts and community/state colleges must weigh college-level dual enrollment courses the same as advanced placement International Baccalaureate (IB), and Advanced International Certificate

of Education (A.I.C.E.) courses when grade point averages are calculated. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited F.S. 1007.271

### **EARLY ADMISSION FULL TIME DUAL ENROLLMENT**

Early admission is a form of dual enrollment through which eligible secondary students enroll in a postsecondary institution on a full time basis in courses that are creditable toward a high school diploma and the associate or baccalaureate degree. A student must enroll in a minimum of 12 college credit hours per semester or the equivalent to participate in the early admission program; however, a student may not be required to enroll in more than 15 college credit hours per semester or the equivalent. Students enrolled pursuant to this subsection shall be exempt from the payment of registration, tuition and laboratory fees. An eligible secondary student may be enrolled as a full time dual enrollment student at Indian River State College or any other Florida college or university with which the School District of Indian River County has a current inter-institutional articulation agreement if accepted by that institution. In order to be enrolled as a full time dual enrollment student, the following requirements must be met.

- The student must have a minimum un-weighted GPA of 3.0 based on a 4.0 scale.
- The student must be accepted as a full time dual enrollment student by Indian River State College or a Florida college or university with which the School District of Indian River County has current articulation agreement.
- The secondary principal must approve of the full time dual enrollment program F.S.1007.271

### **CAREER EARLY ADMISSION**

Career early admission is a form of career dual enrollment through which eligible secondary students enroll full time in a career center or a Florida College System institution in courses that are creditable toward the high school diploma and the certificate or associate degree. Participation in the career early admission program is limited to students who have completed a minimum of 6 semesters of full-time secondary enrollment, including studies undertaken in the ninth grade. Students enrolled are exempt from the payment of registration, tuition, and laboratory fees.

### **GRADUATION UNDER EARLY ADMISSION AND ADVANCED STUDIES THROUGH OTHER COLLEGES AND UNIVERSITIES**

No student shall be admitted to the early admission and advanced studies program of any college or university without the approval of the high school principal.

1. Consideration of any application by the principal will be based on the following requirements:
  - a. The student must have an un-weighted GPA of 3.0 based on a 4.0 scale
  - b. The student must be accepted by a post-secondary institution authorized under Florida law; or accredited by the Southern Association of Colleges, and Schools or a comparable regional accrediting agency.
2. The principal is authorized to approve the fulfillment of graduation requirements and to award a diploma of graduation to the student at the graduating of his regular class or at a later convenient time pursuant to the state board of education regulations.
3. The School District of Indian River County is not responsible for tuition, fees, books or supplies for students who are enrolled in an early admission program through a college or university with which the district has no inter-institutional articulation agreement.

### **ADVANCED PLACEMENT**

Advanced Placement is the enrollment of an eligible secondary student in a course being offered through the Advanced Placement Program administered by the College Board. Post-secondary credit for an advanced placement course shall be limited to students who score a minimum of 3, on a 5-point scale, on the corresponding Advanced Placement Examination. The postsecondary course for

which the student receives credit, shall be determined by the college or university that accepts the student for admission. Students shall be exempt from the payment of any fees F.S. 1007.27(6)

### **DUAL ENROLLMENT AND ADVANCED PLACEMENT INSTRUCTION**

A school district, community/state college, and state university may conduct advanced placement instruction within dual enrollment courses. Students enrolled in a joint dual enrollment and advanced placement course may be funded by either dual enrollment or advanced placement formula specified in F.S.1001.62 however, no student shall be funded through both.

Post-secondary credit for a joint dual enrollment and advanced placement course shall be awarded as either dual enrollment or advanced placement, based on student preference. An award of advanced placement credit will be limited to those students who score a minimum of 3 on a 5-point scale on the Advanced Placement Examination. No student shall claim double credit, based on completion of a single joint dual enrollment and advanced placement course, nor shall any student be required to complete the Advanced Placement Examination F.S. 1007.272(1).

### **THE INTERNATIONAL BACCALAUREATE PROGRAM**

The International Baccalaureate Program is the curriculum in which eligible secondary students are enrolled in a program of studies offered through the International Baccalaureate Program administered through the International Baccalaureate Office. The State Board of Education shall establish rules that specify the cutoff scores and International Baccalaureate Examinations, which will be used to grant postsecondary credit at Community Colleges and Universities. The specific postsecondary course for which a student shall receive credit, shall be determined by the college or university that accepts the student for admission. Students shall be exempt from payment of any fees for administration of the examination regardless of whether or not the student achieves a passing score on the examination F.S. 1007.27(8).

### **CAREER AND PROFESSIONAL EDUCATION/FLORIDA READY TO WORK**

Florida's Career and Professional Education (CAPE) Act provides rigorous and relevant career-themed courses that articulate to post-secondary level coursework and lead to industry certification. Students completing a CAPE Academy program must receive a standard high school diploma and the highest available industry certification for that career field F.S. 1003.491, 1003.492, 1003.493. A student who meets all graduation requirements shall be awarded a standard diploma. The school board may attach a Florida gold seal career and technical endorsement to a standard diploma or award-differentiated diplomas to those exceeding the prescribed minimums.

A Florida Ready to Work credential and portfolio shall be awarded to a student who successfully passes rigorous assessments in the identified areas. Each assessment shall be scored on a scale of 3 to 7. The level of credential each student receives is based on the following:

- A bronze-level credential requires a minimum score of 3 or above on each of the assessments
- A silver-level credential requires a minimum score of 4 or above on each of the assessments
- A gold-level credential requires a minimum score of 5 or above on each of the assessments

### **CREDIT BY EXAMINATION**

Credit by examination is the program through which secondary and postsecondary students generate postsecondary credit based on the receipt of a specified minimum score on a nationally standardized general or subject-area examination as delineated by the State Board of Education in the statewide articulation agreement. Students with strong content background in a subject area can earn credit through an examination program administered by the college they attend. One such program is the College-Level Examination Program (CLEP). Students participating in the CLEP are awarded credit on the basis of scores achieved on an examination. Candidates for the CLEP may include students who have completed an AP course, but did not take or earn a qualifying score on the AP exam. Other

students who may have had several high school courses in one particular area may wish to take a CLEP exam. CLEP offers another option for students to earn postsecondary credit for their efforts at the high school level F.S. 1007.27(7).

### **ADVANCED INTERNATIONAL CERTIFICATE OF EDUCATION (A.I.C.E.)**

Advanced International Certificate of Education Program is the enrollment of eligible secondary students in a program of studies offered through the advanced International Certificate of Education administered by the University of Cambridge Local Examinations Syndicate. While the School District of Indian River County currently has no schools operating under this program, transfer credits from will be accepted from other high schools and will be weighted appropriately F.S. 1007.27(9).

### **STATE BOARD OF EDUCATION REVIEW**

The State Board of Education shall conduct a review of the extent to which acceleration mechanisms authorized by statute is utilized by the school districts and the public postsecondary institutions.

The report will include ongoing activities and a plan to increase and enhance the use of accelerated mechanisms as a way to shorten the length of time and the funding required for a student, including a student with a documented disability, to obtain a postsecondary degree.

The review and plan shall address but are not limited to:

- The manner in which students, including students with disabilities, are advised regarding the availability of accelerated mechanism options
- The availability of options to eligible students who wish to participate
- The grading practices, including the weighting of courses, of school districts and postsecondary institutions with regard to credit earned through accelerated mechanisms
- The extent to which credit earned is used to meet the general education requirements of a public postsecondary educational institution
- The extent to which instruction could be offered at sites other than public school sites
- The manner in which funding for instruction is provided
- The feasibility of providing students, including those with a disability, the option of choosing Advanced Placement credit or College Level Examination Program (CLEP) credit as an alternative to dual enrollment upon completion of a dual enrollment course F.S. 1007.27 (11).

### **STATE UNIFORM TRANSFER OF HIGH SCHOOL CREDITS**

Grade level placement and acceptance of credits for transfer students, to include students from out of state, out of country, private school or home education program students will be in accordance with the following:

1. Evidence of work or credits offered for acceptance shall be based on an official transcript or cumulative folder and shall be accepted at face value subject to validation for school's accreditation. If validation is necessary, or if the student does not possess an official transcript or is a home education student, credits shall be validated through performance during the first grading period, as outlined in Section 2.
2. Validation of credits shall be based on performance at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should have a minimum grade point average of 2.0 at the end of the first grading period. Students who do not meet this requirement shall have credits validated using the Alternative Validation Procedure, as outlined in Section 3.
3. If validation based on performance is not satisfactory or is not an option because a course is not part of a sequence, or the student is not continuing the sequence, then one of the
4. following alternatives shall be used for validation purposes as determined by the teacher, principal and parent:

- a. Portfolio evaluation by the Superintendent or designee;
  - b. Written recommendation by a Florida certified teacher selected by the parent and approved by the principal;
  - c. Demonstrated performance in courses taken through dual enrollment or at other public or private accredited schools;
  - d. Demonstrated proficiencies on nationally-normed standardized subject area tests;
  - e. Demonstrated proficiencies on the; Florida Standard Assessment (FSA) or
  - f. Written review of the criteria utilized for a given subject provided by the former school.
5. Credits earned by a home education student through the Florida Virtual School or through a Florida community College will be accepted at face value. Home education students are eligible to participate in dual enrollment, vocational dual enrollment, early admission and credit by examination.
  6. Work and credits transferred from other states shall be evaluated in terms of the requirements of the state where such credit was earned, and district graduation requirements are not retroactive. Students who enter a Florida public high school at the eleventh or twelfth grade from out-of state or from a foreign country shall not be required to spend additional time in a Florida public school in order to meet the high school requirements if they would have met graduation requirements from the school district, state, or country from which he or she is transferring. Such students who are not proficient in English should receive immediate and intensive instruction in English language acquisition. However, to receive a standard high school diploma, a transfer student must earn a 2.0 grade point average and pass the grade 10 FSA specified in F.S.1008.22(3), or an alternate assessment as specified in F.S.1008.22(9), 1003.433(1), and 6A-1.09941 F.A.C.

If a student's transcript indicates Algebra 1 course credit, the student must take and pass the Algebra 1 End Of Course (EOC) assessment in order to earn a standard diploma unless the student achieved the following:

- Earned a comparative score of 97 or higher on the PERT,
- Passed a statewide assessment in Algebra 1 administered by the transferring entity or
- Passed the statewide mathematics assessment the transferring entity uses to satisfy the requirements of the Elementary and Secondary Education Act.

If a the student's transcript indicates credit in high school reading or ELA II or III, the student must take and pass the grade 10 ELA assessment or earn a concordant score in order to earn a standard diploma.(1003.4282(7), F. S.

Home Education students transferring into Indian River County Public Schools must be full-time students during their last academic year prior to graduation and must earn a minimum of seven credits during their Indian River County district high school enrollment in order to receive a diploma from the district. These seven credits must include one credit of English, one credit in math, and one credit for a lab science.

Students with credit awarded for Home Education programs shall be eligible to be ranked in their graduating class only if they have been enrolled in a specific Indian River County high school for a minimum of one year/seven credits. No ranking in the top ten students of a graduating class shall be permitted for a transferring Home Education student with less than a minimum of two years/fourteen credits earned in a specific Indian River County high school.

Home Education students may participate in vocational dual enrollment, dual enrollment, early admission and credit by examination programs.



Credits will be accepted from the Florida Virtual School.

High School credit will be awarded to middle school students who successfully complete high school courses.

**ACCEPTING HIGH SCHOOL FOREIGN EXCHANGE STUDENTS**

The School District of Indian River County will accept High School Foreign Exchange Students under the following conditions:

1. The School District will only accept students who affiliated with programs that are on the **Council on Standards for International Educational Travel (CSIET) Advisory List**. (This list can be found at [www.csiet.org](http://www.csiet.org)).
2. Each high school may accept a maximum of five (5) foreign exchange students at any given time.
3. Each high school may accept a maximum of two (2) foreign exchange students from the same company at a given time.
4. Due to the difficulty in meeting the graduation requirements of the state of Florida in a single year, students will not be accepted as graduating seniors.
5. In order to plan and schedule appropriately, the programs must receive school approval to place a student by July 1, preceding the start of school.
6. The School District will not issue I-20 forms.

**BRIGHT FUTURES INFORMATION**

In 1997, the Florida Legislature created the Florida Bright Futures Scholarship Program to reward students for their academic achievements during high school by providing funding to attend post-secondary education in Florida. A student graduating from high school and applying for state aid for the following academic school year must apply for a Florida Bright Futures Scholarship after December 1 and prior to high school graduation. A student may receive funding for only one award. The highest award earned by the student will be selected. In addition to meeting specific program eligibility requirements, students must also meet general eligibility requirements for receipt of state aid.

**Academic Requirements to Qualify for Bright Futures:**

<b>Florida Academic Scholars (FAS)</b>	
<b>Grade Point Average (GPA)</b>	3.5 weighted GPA using the credits listed below, combined with the test scores and community service hours listed below.
<b>Required Credits</b>	Courses must include 16 credits of college preparatory academic courses. <ul style="list-style-type: none"> <li>• 4 English (3 with substantial writing)</li> <li>• 4 Mathematics (Algebra I level and above)</li> <li>• 3 Natural Science (2 with substantial lab)</li> <li>• 3 Social Science</li> <li>• <u>2 World Language (sequential, in the same language)</u></li> </ul> <b>16 Credits</b>

<b>Florida Medallion Scholars (FMS)</b>	
<b>Grade Point Average (GPA)</b>	3.0 weighted GPA using the credits listed below, combined with the test scores and community service hours listed below.

<b>Required Credits</b>	<p>Courses must include 16 credits of college preparatory academic courses.</p> <ul style="list-style-type: none"> <li>• 4 English (3 with substantial writing)</li> <li>• 4 Mathematics (Algebra I level and above)</li> <li>• 3 Natural Science (2 with substantial lab)</li> <li>• 3 Social Science</li> <li>• <u>2 World Language (sequential, in the same language)</u></li> </ul> <p><b>16 Credits</b></p>
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**Florida Gold Seal Vocational Scholars (GSV)**

<b>Grade Point Average (GPA)</b>	3.0 weighted GPA using the 16 core credits required for high school graduation with a 4-year diploma (listed below), and a 3.5 unweighted GPA in a minimum of three Career and Technical Education credits in one vocational program (taken over two academic years), and test scores listed below.
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<b>Required Credits</b>	<p>Courses must include 16 credits of college preparatory academic</p>
	<u><b>4-year Diploma</b></u>
	<p>Credits must include the 16 core credits required for high school graduation.</p> <ul style="list-style-type: none"> <li>• 4 English</li> <li>• 4 Mathematics (Algebra I)</li> <li>• 3 Natural Science (2 with lab component)</li> <li>• 3 Social Science(U.S. Hist., World Hist., U.S. Govt. and Economics)</li> <li>• 1 fine; OR Identified Practical Art; OR .5 credit in each</li> <li>• <u>1 Physical Education</u>(to include integration of health)</li> </ul> <p><b>16 Credits</b></p> <p>Plus a minimum of three Career and Technical Education credits in one vocational program taken over at least 2 academic years</p>
	<p><u>3- year Career Preparatory Diploma</u> with a 3.0 weighted GPA using the 14 core credits required for graduation listed below.</p> <ul style="list-style-type: none"> <li>• 4 English(3 with substantial writing)</li> <li>• 4 Mathematics (Algebra I)</li> <li>• 3 Natural Science (2 with lab component)</li> <li>• <u>3 Social Science</u>(U.S. Hist., World Hist., U.S. Govt. and Economics)</li> </ul> <p><b>14 Credits</b></p>
	<p><u>3- year College Preparatory Diploma</u> with a 3.0 weighted GPA using the 16 core credits required for graduation listed below.</p> <ul style="list-style-type: none"> <li>• 4 English (3 with substantial writing)</li> <li>• 4 Mathematics (Algebra I and above)</li> <li>• 3 Natural Science (2 with substantial lab)</li> <li>• 3 Social Science(U.S. Hist., World Hist., U.S. Govt. and Economics)</li> <li>• <u>2 World Language (sequential, in the same language)</u></li> </ul> <p><b>16 Credits</b></p>
	<p><u>High School Equivalency</u> with 3.0 weighted GPA using the core credits required for your selected high school graduation option (standard, career, or</p>

**Community Service**

<b>Florida Academic Scholars (FAS)</b>	100 hours of community volunteer service
<b>Florida Medallion Scholars (FMS)</b>	75 hours of community volunteer service
<b>Gold Seal Vocational (GSV)</b>	30 hours of community volunteer service

In order to be eligible to apply for this financial assistance when entering college/university, high school students must complete volunteer hours prior to high school graduation.

## Test Scores

Students must earn the minimum score on each section of either the SAT or ACT or Florida Postsecondary Education Readiness Test (PERT). Composite scores are not accepted. A student must qualify on the ACT alone or the SAT alone or the PERT alone. Test types cannot be combined.

**SAT:**

FAS	1290
FMS	1170
GSV	880

**OR**

**ACT:**

FAS	29
FMS	26
GSV	Eng.-17; Reading-18; Math-19

- High school graduation year = the year in which the student graduated from high school. For example, a student who graduated between September 1, 2013 and August 31, 2014 graduated in the 2013-2014 academic year.
- Home educated students who are unable to document a college-preparatory curriculum and wish to earn an FMS award, must earn a 1070 SAT or 23 ACT; and as of 2013-14 must earn a 1220 SAT or 27 ACT.
- Extended hours of funding are available to FAS and FMS recipients in a single program of study requiring more than 120 hours.
- FAS & FMS scholars completing a baccalaureate degree in 2010-11 or later within 7 semesters (or equivalent hours) or fewer, may receive 1 term of graduate funding, up to 15 semester hours, paid at the undergraduate rate.
- Exception to the maximum number of years to begin receiving funding is made for students who are active military.
- Students who are unable to complete their program after 5 academic years due to a verifiable illness or other documented emergency may be granted a 1-year extension to the renewal timeframe.
- The award may not be restored if it was lost due to insufficient hours prior to the 2009-10 academic year.

**For Additional Information on Bright Futures - Go to Website for complete details:**

<http://www.floridastudentfinancialaid.org/SSFAD/bf/bfmain.htm>

**STUDENT  
PROGRESSION  
EXCEPTIONAL  
STUDENT  
EDUCATION(ESE)  
(K – 12)**

## **EXCEPTIONAL STUDENT EDUCATION (ESE) - (K-12)**

The progression plan for students with disabilities has been designed to meet the varied needs of students who require specially designed instruction and/or accommodations to master Florida standards. This plan will ensure that students with disabilities who receive a standard diploma will master general education state standards. Likewise, this plan addresses the needs of students who enrolled in the 9th grade prior to the 2014-2015 academic year and who continue to have the option of receiving a special diploma or special certificate of completion if they meet the criteria required for that diploma or certificate option.

### **COURSE ADAPTATIONS FOR STUDENTS WITH DISABILITIES**

Adaptations to courses may be defined as:

- **Accommodations**—changes that can be made in the way the student accesses information and demonstrates performance (*Rule 6A-6.03411(1)(a)*, F.A.C.). Accommodations involve the use of different strategies, assistive technology, changes in the schedule or environment, or support from a person to increase, maintain, or improve the performance of students with disabilities.
- **Modifications**—changes in what a student is expected to learn; may include changes to content, requirements, and expected level of mastery (*Rule 6A6.03411(1)(z)*, F.A.C.) Modifications change what a student is expected to learn. If modifications are used, a student will be working toward different expectations and diploma outcomes. Modifications are specified in the IEP and require signed parent permission per F.S. 1003.5715.

Note: Students receiving accommodations are typically following the same Florida Standards as those required of general education students. Students receiving modifications are typically following the Florida Standards Access Points.

Accommodations are provided in basic and career readiness courses as necessary to assure students with disabilities the opportunity to meet graduation requirements for a standard diploma. Accommodations do not include modifications to the curriculum frameworks or Florida Standards.

Accommodations to courses may include, but are not limited to the following:

- Instructional time may be increased or decreased.
- Instructional methodology may be varied.
- Special communication systems may be used by the teacher or the students.
- Classroom and district assessment procedures may be varied as specified in Rule 6A-1.0943, F.A.C., to accommodate the student with special needs.

Accommodations that negate the validity of the statewide standardized assessments are not allowable during these test administrations under F.S. 1008.22(8). For a student to receive classroom instructional accommodations not available or permitted on the statewide assessments, a parent must provide signed consent on the student's Individual Education Plan (IEP), which acknowledges in writing that he or she understands the implications of the use of such instructional accommodations. Students using instructional accommodations not permitted on statewide assessments may have the statewide standardized assessment requirements waived in accordance with the requirements of F.S. 1003.428(8)(b) or 1003.43(11)(b).

Program requirements or student performance standards for career and technical education courses may be modified for students with disabilities. Outcomes and student performance standards are specified in the IEP to provide students with disabilities the opportunity to complete a modified program and develop marketable skills leading to competitive employment.

## **ONLINE INSTRUCTION**

Under F.S. 1003.428(4) students entering Grade 9 in the 2011-2012 school year or thereafter, must complete at least one online course within the 24 credits required for graduation with a standard diploma. This requirement does not apply to a student who has an IEP under F.S. 1003.57 which indicates that an online course would be inappropriate, or a student is enrolled in a Florida high school and has less than one academic year remaining in high school.

Schools providing a full-time virtual instruction program under F.S. 1002.37 or 1002.45, must fulfill the obligations of a school district under this section for public school exceptional students who are enrolled in a full-time virtual instruction program. A student with a disability whose IEP indicates that full-time virtual instruction is appropriate may be enrolled in a full-time virtual instruction program.

## **PROMOTION OF STUDENTS WITH DISABILITIES**

Students with disabilities who are following the Florida Standards/ Next Generation Sunshine State Standards are expected to meet the same promotion requirements as their non-disabled peers at the appropriate grade levels (see General Education Requirements for Promotion). Students with disabilities, who follow a modified curriculum, as determined by the IEP, must master the appropriate Florida Standards/Next Generation Sunshine State Standards Access Points for High School Diploma. A student will be eligible for promotion when all criteria for promotion have been met. A student who does not demonstrate achievement as described in F.S. 1008.25 and the Indian River County Student Progression Plan will be referred to the school's Promotion Review Committee for promotion with a Progress Monitoring Plan or retention.

At the elementary level the Promotion Review Committee in each school will consist of the principal or a designee, the classroom teacher, the Exceptional Student Education teacher of record, and may include another member of the instructional staff. This team will review evidence of the student's progress toward proficiency with grade level curriculum in reading, writing, mathematics and science including, but not limited to a review of classroom performance; school-based, district, and (for grades three through five) state assessments; and the student's IEP.

Student promotion for all students in grades six through eight, including students with disabilities, is based upon an evaluation of each student's achievement in attaining specified district or state requirements. A student will be eligible for promotion when all promotion criteria have been met.

Student promotion for all students in grades nine through graduation, including students with disabilities, is based upon earning the required number of credits.

## **RETENTION/ASSIGNMENT OF STUDENTS WITH A DISABILITY**

When a student with an IEP is recommended by the Promotion Review Committee for retention, a school-based ESE case review team consisting of relevant exceptional student education personnel will conduct a review of the sufficiency of assessment and educational data used to make the retention recommendation. If it is determined by the school-based ESE case review team that additional data should be considered for a final decision to be made, the ESE case review team will request an IEP review and will request and gather the needed information prior to making a final decision regarding promotion or retention. Final decisions in these circumstances will be made by the student's IEP team. Retention of students with a disability will be based on a review of classroom performance; work samples; report card; attendance; intervention services; promotion history; school-based, district, and (when available) state assessments; and documented lack of progress toward the students' IEP goals and objectives. In addition, the IEP Team may consider a student's progress toward developmental milestones as a factor and give consideration for developing a comprehensive program, allocating resources, assessment and remediation to insure access to, involvement, and progress within the general education curriculum. However, extended school year services (as determined by the IEP Team) may be provided for any student as demonstrated by supporting

documentation to include the objectives on the IEP or a summary of skills F.S. 1008.25.

### **RETENTION IN GRADE 3 BASED UPON READING DEFICIENCY AND GOOD CAUSE EXEMPTIONS**

The school district may exempt students with disabilities in grade 3 who have not achieved promotion criteria from mandatory retention only for good cause. These good cause exemptions are specified in F.S. 1008.25(6) (b), and make reference to students with disabilities being limited to the following:

1. Students with disabilities, whose IEP indicates that participation in the statewide assessment program is not appropriate, consistent with the requirements of State Board of Education rule.
2. Students with disabilities who participate in the statewide, standardized the English Language Arts assessment and who have an IEP or a Section 504 Accommodation Plan that reflects that the student has received intensive remediation in reading and English Language Arts for more than two years but still demonstrate a deficiency in reading and was previously retained in kindergarten or grades 1, 2, or 3.

### **EXTENDED SCHOOL YEAR**

Under 6A-6.03028 F.A.C., extended school year services (ESY) may be provided for any student with a disability, if it is determined by the student's Individual Education Plan (IEP) team, for each individual student, that ESY services are necessary to ensure the provision of a Free Appropriate Public Education (FAPE). The type, amount, or duration of services provided through ESY are determined through a data-based decision-making process by the individual student's IEP team. The following criteria are considered by the IEP team during the educational decision-making process:

- Regression/recoupment: Was the student determined eligible for ESY services because of significant regression and an inability to recover the skills previously mastered?
- Critical point in instruction/emerging skills: Is the student at a crucial stage in development for a critical life skill and the lapse in services would substantially jeopardize the student's chances of learning that skill?
- Interfering behavior: Is the student exhibiting interfering behavior (e.g., ritualistic, aggressive, self-injurious)?
- Transition: Is the student preschool age (2 and ½ to 5 years old) or between the ages of 14 and 21 (or younger if the IEP team has indicated that transition is appropriate)?
- Nature or severity: Is the student's disability(ies) of a nature or severity that would make it unlikely that he/she would benefit from his/her education without the provision of extended school year services? This may include the student's rate of progress.
- Special circumstances: Are there extenuating circumstances pertinent to the student's current situation that indicates the likelihood that Free Appropriate Public Education (FAPE) would not be provided without ESY services?

### **GRADUATION OPTIONS FOR STUDENTS WITH DISABILITIES (HIGH SCHOOL)**

Due to changes in state statute, the options of special diploma or special certificate of completion will continue to be available only to students with disabilities who entered the 9th grade prior to the 2014-2015 academic year. For students with disabilities who enter 9th grade during the 2014-2015 and thereafter, the transition planning process shall involve the parents' declaration of intent for his/her student to graduate from high school with either a standard high school diploma or a certificate of completion. A student with a disability who does not satisfy the standard high school diploma requirement will be awarded a certificate of completion.

## **STANDARD DIPLOMA**

A standard high school diploma will be awarded to students who meet the designated credit requirements for their 9th grade cohort and demonstrate mastery of the State Standards that apply, have the state required grade point average, and meet the state standardized assessment requirements (or meet waiver requirements for state standardized assessment results)

1. A student with a disability who passes a standard diploma course(s) can apply that course(s) to fulfill the requirements for other diploma options.
2. Students with disabilities may be enrolled in alternate courses that address their specific needs, which will be counted as electives.

## **WAIVERS OF STATE STANDARDIZED ASSESSMENT REQUIREMENTS**

A student with a disability for whom the individual education plan (IEP) team determines that the statewide, standardized assessments cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, may receive a waiver of assessment results for the purpose of receiving a course grade and a standard high school diploma. Such waiver shall be designated on the student's transcript. The statement of waiver shall be limited to a statement that performance on an assessment was waived for the purpose of receiving a course grade or a standard high school diploma, as applicable. F.S. 1008.22.

Any waiver of the statewide, standardized assessment requirements by the student's IEP team, must be approved by the parent and is subject to verification for appropriateness F.S. 1003.4282.

## **ENHANCED NEW NEEDED OPPORTUNITY FOR BETTER LIFE AND EDUCATION FOR STUDENT WITH DISABILITIES (ENNOBLES) ACT**

The School District of Indian River County will provide instruction to prepare students with disabilities to demonstrate proficiency in the skills and competencies necessary for successful grade-to-grade progression and high school graduation.

The ENNOBLES Act provides for the waiver of the FSA requirement for graduation with a standard diploma for certain students with disabilities who have met all other requirements for graduation with a standard diploma, except a passing score on the FSA. In order for the FSA graduation requirement to be waived, the IEP team must meet during the student's senior year to determine whether or not the FSA can accurately measure the student's abilities, taking into consideration allowable accommodations if the student:

1. Completes the minimum number and distribution of credits and has attained the minimum cumulative grade point average required for the standard diploma.
2. Does not meet the FSA testing requirements after at least two opportunities at periods in the high school progression as defined by the state

"Senior year" refers to the first time that a student has enough credits to be classified as a senior, and to those students with disabilities who have elected to remain enrolled in order to seek a standard diploma.

## **END OF COURSE (EOC)**

A student with a disability for whom the IEP team determines that an end of course assessment cannot accurately measure a student's abilities, taking into consideration all allowable accommodations, shall have the end of course assessment results waived for the purpose of determining the student's course grade and credits F.S. 1008.22(8).

## **SPECIAL DIPLOMA OPTIONS**

For students with disabilities who have entered 9th grade prior to the 2014-2015 academic year, there continues to be the option to work towards a special diploma F.S. 1003.438.



The Florida Department of Education has created Florida Standards Access Points, as a way for students with significant cognitive disabilities to access the general education curriculum. These Access Points are designed to reflect increasing levels of complexity and depth of knowledge aligned with grade-level expectations. The Access Points for the Florida Standards are assessed using the Florida Standards Alternate Assessment.

A diploma other than a standard diploma may be issued to students in the following programs:

<ul style="list-style-type: none"> <li>• Intellectual disability</li> <li>• Orthopedic impairment</li> <li>• Deaf or hard-of-hearing</li> <li>• Traumatic brain injury</li> </ul>	<ul style="list-style-type: none"> <li>• Other health impairment</li> <li>• Dual-sensory impaired</li> <li>• Specific learning disability</li> <li>• Language impairment</li> </ul>
<ul style="list-style-type: none"> <li>• Emotional/behavioral disability</li> </ul>	<ul style="list-style-type: none"> <li>• Autism spectrum disorder</li> </ul>

1. A student with disabilities who has not completed a Standard Diploma course may transfer to another course (special diploma) and apply any passed Florida Standards for general education to the Access Points.
2. Documentation to determine mastery of Access Points for each course will be the responsibility of the teacher(s) and may be included in the student's permanent records (checklists, etc.). The teacher certifying mastery must date and sign the standard when mastery is achieved.

**MINIMUM SUBJECT AREA REQUIREMENTS FOR OTHER THAN STANDARD DIPLOMA**

**Special Diploma Option 1**

Special Diploma Option 1 may be awarded upon mastery of Florida Standards Access Points and completion of 19-24 credits including:

**SUBJECT AREAS *Exceptional Education Courses***

<b>English</b>	3 credits	2 credits of reading may be substituted
<b>Mathematics</b>	2 credits	
<b>Science</b>	1 credit	
<b>Life Management and Transition (ESE)</b>	1 credit	
<b>Career Readiness</b>	2 + credits	
<b>OR</b>		
<b>Life Management</b>	.5 credits	
<b>Post-school Adult Living</b>	2 credits	1 credit of Social Studies may be substituted
<b>Employability Skills</b>	1 credit	
<b>Additional Career Readiness</b>		
<b>OR</b>		
<b>Elective Courses</b>	7 + credits	

General education courses may be substituted for exceptional education courses. Exceptions to requirements can only be made with approval from the Executive Director of Exceptional Student Education.

## **Special Diploma Option 2**

The Special Diploma Option 2 is an individually designed diploma option that may meet the needs of young adults with disabilities in accordance with their IEP. It may be awarded when the following requirements are met:

- Successful employment in the community for a minimum of one semester, at or above minimum wage.
- Achievement of annual goals and short-term objectives related to employment and community competencies specified on their Employment and Community Competencies Plan.

A student in 9th grade may begin the course of study that may lead to graduation under Option 2. A letter of explanation regarding diploma options will be sent to parents prior to the IEP meeting where Option 2 will be considered. Parent participation in the decision for a student to begin this course of study will be solicited through standard IEP procedures for parent involvement. Mastery of community and employment competencies listed on the Plan will be certified by a team of teacher/educators. This certification will require the date of certification and the signature of the persons certifying the competencies.

A student may transfer from Special Diploma Option 1 to Option 2 if the Transition IEP team determines a need for competency based educational placement. An assessment of competencies gained in previous credit based classes will be documented on the Plan. The School Board's requirements for demonstration of mastery of specified employment and community competencies ensure:

1. The student has achieved all the annual goals and short-term objectives, which were specified on the IEP, related to the employment and community competencies.
2. The student is employed in a community-based job, for the number of hours per week specified in the training plan, for the equivalent of one (1) semester, and paid a minimum wage in compliance with the requirements of the Fair Labor Standards Act.
3. The student has mastered the employment and community competencies specified in the training plan. The training plan is developed and signed by the student, parent, teacher, and employer prior to placement in employment and identifies the following:
  - a. The expected employment and community competencies.
  - b. The criteria for determining and certifying mastery of the competencies.
  - c. The work scheduled and minimum number of hours to be worked per week.
  - d. A description of the supervision to be provided by school district staff.
4. Student mastery of performance standards may be documented through tracking sheet checklists, grades, or samples of student work. Written documentation of student mastery must minimally include the date each standard was mastered, and the sign off by the teacher who verified mastery. Written documentation shall be maintained until the student has graduated.

A student may transfer from Special Diploma Option 2 to Special Diploma Option 1 or a Standard Diploma with the understanding that 19-24 credits are required for Special Diploma Option 1 and 24 credits are required for Standard Diploma graduation. (See Special Diploma to Standard Diploma transfer requirements.) A student may graduate prior to his/her peers with the permission of the principal. For more specific information, see Special Diploma Option 2 section of School District of Indian River County Exceptional Student Education Admissions and Placement manual.

## **Special Certificate of Completion**

A student who has been identified as a student with an intellectual disability; an autism spectrum disorder; a language impairment; an orthopedic impairment; and other health impairment; a traumatic brain injury; an emotional/behavioral disability; a specific learning disability, including, but not limited to, dyslexia, dyscalculia, or developmental aphasia; or students who are deaf or hard-of-hearing, or dual-sensory impaired may be issued a Special Certificate of Completion when the student has met all

special requirements of the district school board, but is unable to meet the appropriate special state minimum requirements F.S. 1003.438. Special requirements of the district school board include that the student has demonstrated to the satisfaction of a review committee consisting of Parent, Principal, and ESE Administrator that the basic life skills have been mastered and are being applied.

### **Post-Secondary Transition**

A student with a disability may continue to work towards mastery of their IEP goals and requirements for graduation with a standard diploma, or special diploma, consistent with the diploma options available to them as related to the academic year in which they entered 9th grade, through the end of the school year in which they turn 22 if they have an IEP that prescribes special education, transition planning, transition services, or related services through 21 years of age F.S. 1003.4282.

Beginning with students entering grade 9 in the 2014-2015 school year, a student with a disability who meets the standard high school diploma requirements in this section may defer the receipt of a standard high school diploma if the student F.S. 1003.4282:

1. Has an individual education plan that prescribes special education, transition planning, transition services, or related services through age 21; and
2. Is enrolled in accelerated college credit instruction, industry certification courses that lead to college credit, a collegiate high school program, courses necessary to satisfy the Scholar designation requirements, or a structured work-study, internship, or pre- apprenticeship program.

**STUDENT  
PROGRESSION  
ENGLISH FOR  
SPEAKERS OF  
OTHER LANGUAGES  
(ESOL) – (K – 12)**

## **ENGLISH FOR SPEAKERS OF OTHER LANGUAGES(ESOL) - (K-12)**

### **ESOL PROGRAM OVERVIEW**

The primary goal of the ESOL program is to develop, as effectively and efficiently as possible, each student's English language proficiency and academic potential. The ESOL program should also provide positive reinforcement of the self-image and esteem of participating students, promote cross-cultural understanding, and provide equal educational opportunities. The ESOL program functions in accordance with the district's general education program, the META Consent Decree, federal guidelines, state statutes, and the state-approved district English Language Learner (ELL) plan. Basic ESOL programming shall include instruction to develop sufficient skills in speaking, listening, reading, and writing that increase the student's level of English language proficiency.

### **ELIGIBILITY FOR ESOL SERVICES**

Upon a student's enrollment, if any of the three Home Language Survey (HLS) questions are answered with a "yes" response on the district student enrollment form, the student will be evaluated to determine eligibility for the ESOL program. Initial Listening, Speaking, Reading and Writing assessment is completed using the LAS (Language Assessment Scale)/ LAS Links assessment as soon as possible after initial enrollment and shall be completed within a four week (20 school days) period. Students in grades K-2 will be tested with the Listening/Speaking (oral) sections only. Grades 3-12 will complete the entire Listening/Speaking/Reading/Writing assessment within the same four week (20 school days) period. The test is administered by designated school district personnel at the student's school of enrollment. Formal requests to secure school records/transcripts from prior districts, states, or countries will be made, and when received, this information will be utilized to assist in determining eligibility for the ESOL program.

### **PROVISION TO NOTIFY PARENT/GUARDIAN IN HOME LANGUAGE WHEN TESTING IS DELAYED**

A district letter shall be sent to the parent/guardian in the child's home language, when feasible, advising that their child's English language assessment has not been completed within the required time period (20 school days).

### **ENGLISH LANGUAGE LEARNER (ELL) COMMITTEE**

The ELL committee advocates for the best educational programming of ELL students. Data including but not limited to levels of English language proficiency, reading levels, grades, and progress monitoring information are reviewed. An established ELL committee is required at every school for continued articulation of the state-approved district ELL plan. Participants may include, but are not limited to: parents/guardians, school administrators, teachers, guidance counselors, ESOL resource teachers, advocates, resource specialists, bilingual interpreters, or other pertinent school staff.

In accordance with 6A-6.0902 FAC, the ELL Committee makes recommendations regarding the placement and progress of ELL students. Decisions shall not be based solely on the score of any single assessment instrument nor the student's English language proficiency level. The ELL committee takes into consideration the following factors:

- Prior educational and social experience and parent/student interview;
- Written recommendation and observation by current and/ or previous instructional and support staff;
- Skill level in English;
- Grades from current or previous years
- Test results

## **ESOL PROGRAM ELIGIBILITY CRITERIA**

### **LAS Links Assessment Levels**

<b>GRADES</b>	<b>SUBTEST</b>	<b>ELIGIBLE</b>	<b>INELIGIBLE</b>
K-2	Listening/Speaking	LAS or LAS Links Levels 1, 2, 3	LAS or LAS Links Levels 4 or 5
3-12	Listening/Speaking Reading/Writing	LAS Links Levels 1, 2, 3	LAS Links Levels 4 or 5

### **ELL Committee Determination**

<b>GRADES</b>	<b>ELIGIBLE/ INELIGIBLE</b>
K-12	ELL Committee recommendation

## **PROGRAMMATIC ASSESSMENT**

Existing school records and educational history of the student are reviewed. Age is an important factor in determining appropriate grade level placement. Interviews with the parent and student are also conducted to help determine the most appropriate grade level and course placement. The following shall be considered to determine appropriate grade level placement:

- Age
- Academic records/report card
- Transcripts
- Parent/student interview (with bilingual assistance when necessary and feasible)
- Other evidence of educational experience

## **EQUAL ACCESS TO APPROPRIATE PROGRAMMING FOR ENGLISH LANGUAGE LEARNERS (6A-6.0904 FAC)**

- English Language Learners shall have equal access to all appropriate programs. This shall include but is not limited to instruction in basic subject areas that is understandable to English Language Learners and equal and comparable in amount, scope, sequence, and quality to that provided to English proficient students.
- English Language Learners with special needs and/or in need of additional services shall be provided equal and comparable services to those provided to English proficient students in a timely basis and appropriate to the student's level of English proficiency.

## **STATEWIDE ASSESSMENT OF ENGLISH LANGUAGE LEARNERS**

According to 6A-1.09432 FAC, all ELL students must participate in the statewide assessment program. Exemptions from statewide assessments are determined on an individual student basis. According to 6A-6.0909 FAC, ELL students receiving services for one year or less based upon the student's Date Entered US School (DEUSS) may be exempted from statewide assessment in English Language Arts (ELA) only. The ELL Committee must be convened to determine if the student's participation would have an unsound instructional effect on the student 6A-1.09432 FAC. The ELL committee, in making its decision, shall consider the following factors:

- Level of mastery of basic competencies or skills in English according to appropriate local, state, and national criterion-referenced standards;
- Grades from the current or previous years; or
- Other test results.

In accordance with 6A-6.09021 FAC, all English Language Learners (ELL) K–12 classified as ELLs on the first day of test administration will be assessed annually using a statewide language proficiency assessment. The statewide annual English Language Proficiency Assessment

measures the areas of language acquisition: listening, speaking, reading, and writing. The statewide English Language Proficiency Assessment, Assessing Comprehension and Communication to English State-to-State for English Language Learners (ACCESS for ELLs 2.0) assessment is administered by designated school-based personnel. In addition to ACCESS for ELLs 2.0, the Alternate ACCESS for ELLs assessment will be available for eligible ELLs with significant cognitive disabilities. Both ACCESS 2.0 and Alternate ACCESS for ELLs will be administered as paper-based tests. All ELLs must participate in the annual statewide English Language Proficiency test as there is no categorical exemption from participation.

### **ACCOMMODATIONS FOR ELL STUDENTS IN THE ADMINISTRATION OF STATEWIDE ASSESSMENTS**

- Teachers will utilize and document the ESOL instructional strategies and accommodations that are being used with ELL student(s). In addition, they must ensure that ELL students are learning and progressing towards grade level academic standards.
- Test accommodations are provided as indicated in the state test administration manuals and will be based upon what the students are receiving and utilizing in the classroom settings throughout the school year.
- Test accommodations may include any one or combination of the following: flexible setting, flexible scheduling including additional time, limited assistance in heritage language, and the use of an approved translation dictionary and/or glossary (6A-6.09091 FAC)

### **EXTENSION OF SERVICES**

According to 6A-6.09022 FAC three years after the date of an ELL's initial enrollment in a school in the United States, an ELL committee shall be convened annually to re-evaluate the student's progress towards English language proficiency. The ELL committee shall be convened no earlier than thirty (30) school days prior to the third anniversary of the student's initial enrollment date in a school in the United States and no later than the anniversary date, except if the student's anniversary date falls within the first two weeks of any school year. The ELL Committee may convene no later than October 1<sup>st</sup>. This process shall be completed annually thereafter.

Any student being considered for extension of services shall be assessed on at least one instrument that measures all four domains of listening, speaking, reading and writing. The Date Entered US School (DEUSS) will be used to monitor Extension of Services for students who have entered a Florida school in the 2012-2013 school year or after. The ELL Committee shall convene to determine appropriate programming. If the student's anniversary date falls between the release of the annual statewide English Language Proficiency Assessment and applicable Florida Standards Assessment (FSA) scores in a given school year and October 1<sup>st</sup> of the following school year, the student's English Language Proficiency Assessment results and applicable Florida Standards Assessment (FSA) scores will suffice, and a more recent assessment is not required. The ELL committee shall review the student's academic record holistically and consider the assessment results along with two of five criteria listed below to determine if the student is English language proficient.

- Prior educational and social experience and parent/student interview;
- Written recommendation and observation by current and/ or previous instructional and/or support staff;
- Skill level in English;
- Grades from current or previous years
- Other test results

### **ESOL PROGRAM EXIT OPTIONS (6A-6.0903 FAC)**

ESOL support may last as long as the student has difficulty meeting the state's academic standards for exit. Students exit from the ESOL program and are classified as English proficient when the exit criteria

indicated below are met.

The ELL Committee may consider the following criteria when the annual statewide English Language Proficiency Assessment and/or Florida Standards Assessment (FSA) test scores that do not meet state exit criteria. The ELL committee must document 2 of the 5 criteria:

- extent and nature of prior educational and social experiences and student interview;
- written recommendation and observation by current and previous instructional and supportive services staff;
- level of mastery of basic competencies or skills in English according to appropriate local, state and national criterion-referenced standards;
- grades from the current or previous year; and
- test results other than those used in initial language proficiency assessment.

GRADES	EXIT OPTION	BASIS OF EXIT	Statewide English Language Proficiency Assessment PROFICIENCY CRITERIA 6A-6.09021 FAC
K-2	Exit by Test Scores	Proficient on Statewide English Language Proficiency Assessment ACCESS 2.0/ K-2  Alternate ACCESS for ELLs Grade 1-2	ACCESS 2.0: Overall minimum proficiency level of 4.0 and minimum proficiency of 4.0 Reading  Alternate ACCESS for ELLs: overall minimum proficiency score of P1
3-9	Exit by Test Scores	Proficient on Statewide English Language Proficiency Assessment (ACCESS 2.0/ Alternate ACCESS for ELLs) AND Proficient on Florida Standards Assessment - English Language Assessment	ACCESS 2.0: Overall minimum proficiency level of 4.0 and minimum proficiency of 4.0 in Reading  Alternate ACCESS for ELLs: overall minimum proficiency score of P1
10-12	Exit by Test Scores	Proficient on Statewide English Language Proficiency Assessment (ACCESS 2.0/ Alternate ACCESS for ELLs) AND Proficient on Florida Standards Assessment English Language Assessment that satisfies graduation requirements, or an equivalent concordant score pursuant to 1008.22, F.S.	ACCESS 2.0: Overall minimum proficiency level of 4.0 and minimum proficiency of 4.0 in Reading  Alternate ACCESS for ELLs: overall minimum proficiency score of P1
K-12	ELL Committee	ELL Committee Recommendation	Note: ELL Committee may be convened at any time throughout the year



An exit letter, in the home language when feasible, will be sent to the parents. Former ELL students will be monitored for two years after exit from the ESOL program. The two-year monitoring phase reviews student progress after the first report card, at the end of the 1<sup>st</sup> semester, at the end of the first year, and then again at the end of the second year.

### **REPORT CARDS**

Report cards for ELL students shall reflect grades based on appropriate classroom accommodations and ELL strategies that support the student's level of English language proficiency while addressing the grade level State Standards. If an ELL student needs additional support to make instruction comprehensible, an ELL committee meeting shall be convened to determine the needs of the student.

### **RETENTION**

An ELL Committee meeting must be convened to determine whether a student should be retained. The ELL Committee, including an administrator and an ESOL program designee functioning in accordance with ESOL state rules and the META Consent Decree, together shall make the decisions regarding proper grade placement. Parents are invited to attend all ELL Committee meetings. Parents of ELL students must be notified in the native language, when feasible F.S. 1008.25.

During the ELL Committee meeting, evidence of the strategies and accommodations made to the curriculum, materials, and assessments throughout the year to ensure comprehensible instruction shall be reviewed. No promotion or retention decision may be made for any ELL student based solely on any single assessment, where such assessment instrument is part of the statewide assessment program or of a particular district's formal assessment process. A formal retention recommendation regarding an ELL student may be made through the action of an ELL committee meeting 6A-1.09432 FAC. It is best practice for the ELL Committee to consider exempting an ELL student from retention who has been in a US school for 2 years or less based upon his or her Date Entered US School (DEUSS). An ELL student should not be retained solely based upon the lack of language proficiency in English.

## **STUDENT PROGRESSION: GLOSSARY OF TERMS**

**Academic Recovery/Acceleration** – Remediation and homework help provided by district personnel or virtually, inside or outside of the traditional school day.

**Academically Challenging Curriculum To Enhance Learning (ACCEL)** - Acceleration choices developed to address the need to provide academically challenging curriculum opportunities for students in kindergarten through twelfth grade. The acceleration choices are grouped into two categories, Content Enrichment and Grade Advancement.

**Accelerated Learning Centers – Credit Recovery (ALS)** – Credit recovery services are provided for students during the school day, before and after school and during the summer.

**ACCESS 2.0 and Alternate ACCESS for ELLs (Assessing Comprehension and Communication in English State-to-State for English Language Learners)** - ACCESS 2.0 and Alternate ACCESS are the statewide annual English Language Proficiency Assessments that measure the areas of language acquisition: listening, speaking, reading, and writing. The Alternate ACCESS for ELLs assessment is available for eligible ELLs with significant cognitive disabilities.

**Access Points for Students with Significant Cognitive Disabilities** – The Florida Standards Access Points are expectations written for students with significant cognitive disabilities to access the general education curriculum and reflect increasing levels of complexity and depth of knowledge aligned with grade-level expectations.

**Accommodations** – Changes to the way a student is taught or how a student is tested.

**Accreditation** – Indian River County Public High Schools are accredited based on the standards set by the Southern Association of Colleges and Schools (SACS).

**Alternate Assessment** – The Florida Standards Alternate Assessment is an alternate achievement, performance-based test that is aligned with the Florida Standards Access Points for students with significant cognitive disabilities who, as determined by the IEP team, meet the two exemption criteria defined by state legislation (determined by responses of “yes” on each of four questions on the *Florida Alternate Assessment Participation Checklist*) for whom participation in state- and district-wide assessments is deemed to be inappropriate.

**Alternative Assessment** – An assessment, other than the FCAT, that is given to third grade students to show proficiency in the tested benchmark areas (examples: SAT 9/10, portfolio, etc.).

**ALS: Accelerated Learning System (A+ Learning System software)** – Provide dropout prevention recovery for at-risk students who are in danger of dropping out of school, or who are in need of additional course/credits. The *A+ Learning System* software program consists of an Internet-deliverable instructional management system supported by standards-based assessment tools and core curriculum for grades

6-12. Students earn credits through successful completion of rigorous course matrices which meet all district and state standards (Grades 6-12).

**Florida’s Career and Professional Education (CAPE) Act** provides rigorous and relevant career-themed courses that articulate to post-secondary level coursework and lead to industry certification

**Credit Acceleration Program (CAP)** - A student who is not enrolled in or has not completed the related course can take the standardized EOC during the regular administrations of the assessments, a passing score equates to earning credit in the class.

**ELL (English Language Learners)** – ELL and Limited English Proficient (LEP) are frequently used interchangeably to describe a student whose first language is not English while ESOL refers to the program itself.

**EP (Educational Plan)** – A legal written plan required by the Florida Department of Education for students in the gifted program.

**ePEP (Online Personal Education Planner)** – Students who enter Grade 6 for the first time in 2006-2007 and beyond are required to complete an ePEP as part of a career program in Grade 8 and update yearly in grades 9-11 as part of the course registration process in high school.

**ESE (Exceptional Student Education)** – This is the name given in Florida to educational programs and services for students with special learning needs (including those who have disabilities and those who are gifted). It is sometimes called special education.

**End of Course Assessments (EOC)** - EOC assessments are rigorous, statewide, standardized assessments developed and approved by the Florida Department of Education. EOC assessments for a subject are administered in addition to the comprehensive assessments. The content knowledge and skills assessed by EOC assessments are aligned to the core curricular content established in the Next Generation Sunshine State Standards.

**ESOL (English for Speakers of Other Language)** – This is a program for students whose first language is not English. Special teaching materials, techniques, strategies, and testing accommodations are used to assist these students in achieving English proficiency.

**Extended School Year Services (ESY)** – Individualized instructional services beyond the regular 180 day school year for eligible students with disabilities receiving Exceptional Student Education services.

**Florida Standards** – The Florida Standards are designed to be robust and relevant to the real world, reflecting the knowledge and skills that our young people need for success in college and careers. With American students fully prepared for the future, our communities will be best positioned to compete successfully in the global economy.

**Florida Comprehensive Assessment Test (FCAT 2.0)** – The State of Florida’s assessment given for High School retakes as needed.

**Formative Assessments** – Classroom-based assessments that are utilized to assess mastery of concepts and skills taught in the specific course which informs teachers of instructional adjustments to help students master standards.

**GED Option** – Provides intense instructional preparation for students in order to facilitate successful completion of GED testing leading to the awarding of a GED.

**Good Cause Exemption** – One of six possible reasons defined in Florida Statutes for a third grade student who has not scored Level 2 on FCAT 2.0 Reading to be promoted to fourth grade.

**Health Opportunities through Physical Education (H.O.P.E.)** – This one credit physical education course includes integration of health and is required for graduation for those students who elected a standard diploma and who entered the 9th grade for the first time in 2007-2008 and beyond. It replaces for those students the ½ credit personal fitness, ½ credit elective PE, and ½ credit Health/Life Management. The purpose of this course is to develop and enhance healthy behaviors that influence lifestyle choices and student health and fitness.

**IEP (Individual Education Plan)** - A written, legal plan required by the Individuals with Disabilities Act that is developed, reviewed, and revised in a meeting with an IEP team, not less than annually, for a student with a disability.

**Intensive Mathematics** – Improve math skills of students who have scored a Level 1 on FCAT Mathematics.

**Intensive Reading** – Intensive reading instruction or reading intervention for students who scored a Level 1 or Level 2 disfluent on FCAT Reading in grades 6 – 12. This is in addition to the regular English class.

**Kindergarten Screening** – A statewide screening to assess the readiness of students based on state performance standards. The kindergarten screening is required within the first 30 days of the student’s enrollment.

**Language Assessment Scale (LAS)** - This test is administered to assess the English language proficiency skills of a student for whom English is a second language. Students in grades K-2 will be tested with the Listening/Speaking (oral) sections only. Students in grades 3-12 will complete the entire Listening/Speaking/Reading/Writing assessment.

**Mid-Year Promotion** - Mid-year promotion means promotion of a retained student at any time during the year of retention once the student has demonstrated ability to read at grade level.

**Modifications** – Changes to what a student is expected to learn. If a course is modified, there is a reduction to the amount of material a student must master in order to pass the course. Modifications to core academic grade level standards are reflected as Special Standards.

**Performance-Based Diploma (GED Exit Option)** - – An academic and career oriented program designed to assist students in obtaining a district high school diploma. The program is for students 16 years or older, who perform below grade level, have academic deficiencies, a history of absenteeism, and a desire to complete requirements to obtain a high school diploma. The program addresses the student's need to develop and improve academic performance and work ethic (e.g., student 16 years or older who are at risk of not graduating).

**Portfolio** – The student portfolio contains a systematic collection of evidence used by a teacher or home school parent to monitor the student's academic growth over a period of time.

**Progress Monitoring Plan (PMP)** – A school-wide or individualized student plan to target instruction and to identify methods to assist the student or school in meeting state and district expectations for proficiency. Students with an IEP, or ELL Plan which addresses deficits in reading, writing, science, and/or mathematics meet the requirements of a progress monitoring plan for a documented deficit.

# **APPENDIX**

## Appendix A 6th and 7th Grade Non-EOC Courses

Nine Week Grades	Semester Exam Grade				
	A	B	C	D	F
A+ & A+	A	A	A	A	A
A+ & A	A	A	A	A	A
A+ & B+	A	A	B	B	B
A+ & B	A	A	B	B	B
A+ & C+	B	B	B	B	B
A+ & C	B	B	B	B	B
A+ & D+	B	B	B	C	C
A+ & D	B	B	B	C	C
A+ & F	C	C	C	C	C
A & A	A	A	A	A	B
A & B+	A	A	B	B	B
A & B	A	B	B	B	B
A & C+	B	B	B	B	B
A & C	B	B	B	B	B
A & D+	B	B	B	C	C
A & D	B	B	C	C	C
A & F	C	C	C	C	C
B+ & B+	B	B	B	B	B
B+ & B	B	B	B	B	B
B+ & C+	B	B	B	C	C
B+ & C	B	B	B	C	C
B+ & D+	B	C	C	C	C
B+ & D	C	C	C	C	C
B+ & F	C	C	C	C	D
B & B	B	B	B	B	B
B & C+	B	B	B	C	C
B & C	B	B	C	C	C
B & D+	C	C	C	C	C
B & D	C	C	C	C	C
B & F	C	C	C	D	D
C+ & C+	B	C	C	C	C
C+ & C	C	C	C	C	C
C+ & D+	C	C	C	C	D
C+ & D	C	C	C	C	D
C+ & F	C	D	D	D	D
C & C	C	C	C	C	C
C & D+	C	C	C	C	D
C & D	C	C	C	D	D
C & F	D	D	D	D	D
D+ & D+	C	C	D	D	D
D+ & D	C	D	D	D	D
D+ & F	D	D	D	D	D
D & D	D	D	D	D	D
D & F	D	D	D	D	F
F & F	D	F	F	F	F

**SEMESTER GRADE**

Weighting of Quarter and Semester Exam Grades		
1st Quarter	2nd Quarter	Semester Exam
42.5%	42.5%	15%

Numeric Scale for Quarter grades	
100-98	A+
97-90	A
89-88	B+
87-80	B
79-78	C+
77-70	C
69-68	D+
67-60	D
59-0	F

## Appendix B

### 8th-12th Grade Non-EOC Courses

Nine Week Grades	Semester Exam Grade				
	A	B	C	D	F
A+ & A+	A	A	A	A	B
A+ & A	A	A	A	A	B
A+ & B+	A	A	B	B	B
A+ & B	A	A	B	B	B
A+ & C+	B	B	B	B	B
A+ & C	B	B	B	B	B
A+ & D+	B	B	B	C	C
A+ & D	B	B	B	C	C
A+ & F	B	C	C	C	C
A & A	A	A	A	B	B
A & B+	A	A	B	B	B
A & B	A	B	B	B	B
A & C+	B	B	B	B	B
A & C	B	B	B	B	C
A & D+	B	B	B	C	C
A & D	B	B	C	C	C
A & F	C	C	C	C	C
B+ & B+	B	B	B	B	B
B+ & B	B	B	B	B	B
B+ & C+	B	B	B	C	C
B+ & C	B	B	B	C	C
B+ & D+	B	C	C	C	C
B+ & D	B	C	C	C	C
B+ & F	C	C	C	C	D
B & B	B	B	B	B	C
B & C+	B	B	B	C	C
B & C	B	B	C	C	C
B & D+	B	C	C	C	C
B & D	C	C	C	C	C
B & F	C	C	C	D	D
C+ & C+	B	C	C	C	C
C+ & C	B	C	C	C	C
C+ & D+	C	C	C	C	D
C+ & D	C	C	C	C	D
C+ & F	C	C	D	D	D
C & C	C	C	C	C	C
C & D+	C	C	C	C	D
C & D	C	C	C	D	D
C & F	C	D	D	D	D
D+ & D+	C	C	D	D	D
D+ & D	C	C	D	D	D
D+ & F	D	D	D	D	D
D & D	C	D	D	D	D
D & F	D	D	D	D	F
F & F	D	D	F	F	F

SEMESTER GRADE

Weighting of Quarter and Semester Exam Grades		
1st Quarter	2nd Quarter	Semester Exam
40%	40%	20%

Numeric Scale for Quarter grades	
100-98	A+
97-90	A
89-88	B+
87-80	B
79-78	C+
77-70	C
69-68	D+
67-60	D
59-0	F

## Appendix C All EOC Courses

Nine Weeks Grades	EOC Exam Grade				
	A	B	C	D	F
A+ & A+	A	A	A	B	B
A+ & A	A	A	B	B	B
A+ & B+	A	A	B	B	B
A+ & B	A	B	B	B	B
A+ & C+	B	B	B	B	C
A+ & C	B	B	B	C	C
A+ & D+	B	B	B	C	C
A+ & D	B	B	C	C	C
A+ & F	B	C	C	C	D
A & A	A	A	B	B	B
A & B+	A	B	B	B	B
A & B	A	B	B	B	C
A & C+	B	B	B	C	C
A & C	B	B	B	C	C
A & D+	B	B	C	C	C
A & D	B	B	C	C	C
A & F	B	C	C	C	D
B+ & B+	B	B	B	B	C
B+ & B	B	B	B	C	C
B+ & C+	B	B	B	C	C
B+ & C	B	B	C	C	C
B+ & D+	B	C	C	C	C
B+ & D	B	C	C	C	D
B+ & F	C	C	C	D	D
B & B	B	B	B	C	C
B & C+	B	B	C	C	C
B & C	B	B	C	C	C
B & D+	B	C	C	C	D
B & D	B	C	C	C	D
B & F	C	C	C	D	D
C+ & C+	B	C	C	C	C
C+ & C	B	C	C	C	D
C+ & D+	C	C	C	C	D
C+ & D	C	C	C	D	D
C+ & F	C	C	D	D	D
C & C	B	C	C	C	D
C & D+	C	C	C	D	D
C & D	C	C	C	D	D
C & F	C	C	D	D	D
D+ & D+	C	C	D	D	D
D+ & D	C	C	D	D	D
D+ & F	C	D	D	D	F
D & D	C	C	D	D	D
D & F	C	D	D	D	F
F & F	D	D	D	F	F

SEMESTER GRADE

Weighting of Quarter and EOC Exam Grades		
1st Quarter	2nd Quarter	EOC Exam
35%	35%	30%

End Of Course State Assessments
Algebra I
Biology
Civics (7th Grade)
Geometry
U.S. History (11th Grade)

Numeric Scale for Quarter grades	
100-98	A+
97-90	A
89-88	B+
87-80	B
79-78	C+
77-70	C
69-68	D+
67-60	D
59-0	F



## Appendix D

# The International Baccalaureate Diploma Program

The International Baccalaureate Diploma is rigorous pre-university course of studies, leading to internationally standardized examinations that meet the needs of highly motivated high school students. The program is designed as a comprehensive two-year curriculum that allows its graduates to fulfill requirements of various national education systems.

Diploma candidates are required to select one subject from each of six subject groups. At least three and not more than four are taken at the higher level (HL), the others at standard level (SL). HL courses represent 240 teaching hours; SL courses cover 150 hours. Students explore subjects in depth more broadly over a two-year period. IB diploma candidates demonstrate mastery by passing a battery of comprehensive written, and in some cases, oral examinations in the subject area.

The six subject groups include:

Language A1:	<i>4 credits</i>	student's first language, including the study of selections from world literature.
Language A2, B, <i>ab initio</i> :	<i>2 credits</i>	second modern language
Individual and Societies:	<i>3 credits</i>	history, geography, economics, philosophy, psychology, social anthropology, business and organization, information technology in a global society, history of the Islamic world.
Experiential Sciences:	<i>3 credits</i>	biology chemistry, physics, environmental systems, design technology
Mathematics:	<i>3 credits</i>	mathematics HL, advanced mathematics SL, mathematics studies, mathematical methods
Theory of Knowledge:	<i>1 credit</i>	
Arts and Electives:	<i>8 credits</i>	must include at least one AP or IB course.

Other requirements:

- 1) Extended essay that includes original research and a 4000-word essay.  
Creativity, Action, Service (CAS) requires a minimum of 150 hours outside the world of scholarship to be divided with an equal distribution between the areas.

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## Musselwhite, Barbara

---

**To:** Suzanne D'Agresta  
**Cc:** Shields, Christi  
**Subject:** RE: Skate Factory contract attached

Great. Thank you so much for getting back with me. We will use the March 1, 2018 start date ending February 28, 2019.

---

**From:** Suzanne D'Agresta [mailto:sdagresta@orlandolaw.net]  
**Sent:** Thursday, December 14, 2017 2:30 PM  
**To:** Musselwhite, Barbara <Barbara.Musselwhite@indianriverschools.org>  
**Cc:** Shields, Christi <Christi.Shields@indianriverschools.org>  
**Subject:** RE: Skate Factory contract attached

Hi Barbara –

In response to your December 13, 2017 email below, the District can select any start and end date for the contract which meets your needs. **Revising the start date to March 1, 2018 is fine.**

Please let me know if you have any additional questions. Thanks.



**Suzanne D'Agresta, Shareholder**  
**Garganese, Weiss, & D'Agresta, P.A.**  
Board Certified City, County, & Local Government Law  
111 N. Orange Avenue, Suite 2000  
P.O. Box 2873  
Orlando, Florida 32802-2873  
Phone (407) 425-9566  
Fax (407) 425-9596  
Website: [www.orlandolaw.net](http://www.orlandolaw.net)  
Email: [sdagresta@orlandolaw.net](mailto:sdagresta@orlandolaw.net)

Any incoming e-mail reply to this communication will be electronically filtered for "spam" and/or "viruses." That filtering process may result in such reply being quarantined (i.e., potentially not received at our site at all) and/or delayed in reaching us. For that reason, we may not receive your reply and/or we may not receive it in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail.

Confidentiality Note: This e-mail, and any attachment to it, contains privileged and confidential information intended only for the use of the individual(s) or entity named on the e-mail. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that reading it is strictly prohibited. If you have received this e-mail in error, please immediately return it to the sender and delete it from your system. Thank you.

---

**From:** Musselwhite, Barbara [mailto:Barbara.Musselwhite@indianriverschools.org]  
**Sent:** Wednesday, December 13, 2017 9:56 AM  
**To:** Suzanne D'Agresta <[sdagresta@orlandolaw.net](mailto:sdagresta@orlandolaw.net)>



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: CR

DATE (MM/DD/YYYY)

04/18/2017

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

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

<b>PRODUCER</b> JBL Trinity Group, Ltd. 50 First Ave Atlantic Highlands, NJ 07716 Anthony Profaci		<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> _____ <b>FAX (A/C No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>PRODUCER CUSTOMER ID #: SKA-180</b>	
<b>INSURED</b> Skate Solutions, Inc. dba Skate Factory of Vero Beach Kevin Carroll 485 27th Avenue SW Vero Beach, FL 32988		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A: Houston Casualty Company</b> <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20010	

**COVERAGES**

CERTIFICATE NUMBER:


REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	17-7004045	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ EXCLUDED
						PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The Certificate Holder School Board of Indian River County, 6500 57th Street, Vero Beach, FL 32967, is named Additional Insured, A.T.I.M.A., with respects to Location: 485 27th Avenue, SW, Vero Beach FL 32968.

**CERTIFICATE HOLDER****CANCELLATION**

<b>INDIANR</b>  School Board of Indian River County 6500 57th Street Vero Beach, FL 32987	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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page 1

PROGRESSIVE  
PO BOX 94739  
CLEVELAND, OH 44101



547239 4052 2 AB 0.403 PGULA015 021 004052  
Named insured

Policy number: 02542607-9

Underwritten by:  
Progressive Express Ins Company  
February 27, 2017  
Policy Period: Feb 24, 2017 - Feb 24, 2018  
Page 1 of 2

SKATE SOLUTIONS INC  
485 27TH AVE S W  
VERO BEACH, FL 32968

progressive.com

Online Service  
Make payments, check billing activity, print policy documents, or check the status of a claim.

1-800-895-2886

For customer service and claims service,  
24 hours a day, 7 days a week.



## Commercial Auto Insurance Coverage Summary

### This is your Renewal Declarations Page

Your coverage began on February 24, 2017 at 12:01 a.m. This policy expires on February 24, 2018 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (06/10). The contract is modified by forms 2852FL (10/04), 1552FL (08/12), 4757FL (01/13), 1198 (01/04), 4852FL (10/04), 4881FL (01/13) and 2228 (01/11).

The named insured organization type is a corporation.

#### Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$1,188
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured Motorist Non-Stacked	\$1,000,000 combined single limit		798
Basic Personal Injury Protection			21
Without Work Comp-Named Insured Only	\$10,000 each person	\$0	
Medical Payments	\$5,000 each person		14
<b>Subtotal policy premium</b>			<b>\$2,021</b>
Fees			20
<b>Total 12 month policy premium and fees</b>			<b>\$2,041</b>
Discount if paid in full			-185
<b>Total 12 month policy premium if paid in full</b>			<b>\$1,856</b>

#### Rated driver

1. KEVIN CARROLL

#### Auto coverage schedule

1. 1996 Intd 380

VIN: 1HVBBAAN9TH386386

Garaging Zip Code: 32968

Radius: 50

Liability Premium	Liability	UM/UM BI	PIP	Med Pay	Auto Total
	\$1,188	\$798	\$21	\$14	\$2,021



Policy number: D2542607-9  
SKATE SOLUTIONS INC  
Page 1 of 1

### **Provider Network Program**

If you're hurt in an accident that's covered by your Progressive policy, you may have access to a network of medical providers in your area who can treat you. These providers may offer reduced rates through the network that could allow you to get more treatment if necessary.

Visit [progressive.com/providernetworks](http://progressive.com/providernetworks) anytime to find out what provider networks are available in your area. The claim representative handling your medical claim will also be able to provide this information if you're in an accident.

**You are under no obligation to use any network referenced above. You're free to see a medical service provider of your choice.** Using a provider within the network doesn't necessarily mean that we'll cover the cost of their services. If you're in an accident, always check with the claim representative handling your medical claim to confirm what's covered.

Form Z271 (01/12)

PROGRESSIVE  
PO BOX 94739  
CLEVELAND, OH 44101



SKATE SOLUTIONS INC  
485 27TH AVE S W  
VERO BEACH, FL 32968

**Policy number: 02542607-9**

Underwritten by:  
Progressive Express Ins Company  
Insured: SKATE SOLUTIONS INC  
February 27, 2017  
Policy Period: Feb 24, 2017 - Feb 24, 2018

**Mailing Address**

Progressive Express Ins Company  
PO Box 94739  
Cleveland, OH 44101

## Additional insured endorsement

**1-800-895-2886**

For customer service, 24 hours a day,  
7 days a week

**Name of Person or Organization**

SCHOOL BOARD OF  
6500 57TH ST  
VERO BEACH, FL 32967

The person or organization named above is an insured with respect to such liability coverage as is afforded by the policy, but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the Declarations Page.

**Limit of Liability**

Bodily Injury	Not applicable
Property Damage	Not applicable
Combined Liability	\$1,000,000 each accident

**All other terms, limits and provisions of this policy remain unchanged.**

This endorsement applies to Policy Number: 02542607-9

Issued to (Name of Insured): SKATE SOLUTIONS INC

Effective date of endorsement: 02/24/2017      Policy expiration date: 02/24/2018

Form 1198 (01/04)

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

**Services Agreement**

**The School Board of Indian River County, Florida**, 6500 57<sup>th</sup> Street, Vero Beach, Florida 32967, ("**School Board**") does hereby retain the services of Skate Solutions Inc. aka Skate Factory, with an address of 485 27<sup>th</sup> Ave SW, Vero Beach, Florida 32968, (hereinafter called "**Contractor**") to furnish the services in accordance with the following terms and conditions:

1. **Description of Services.** Contractor shall perform the following services:
  - A. Provide transportation to and from the schools for the Extended Day Program and provide skates for skating on Early Release Days during the school year, beginning upon March 1, 2018 through February 28, 2019.
  - B. Provide transportation to and from the Extended Day Program Summer Camps and provide skates for weekly skating during summer camp from May to August 2018.

Said services shall be completed to the satisfaction of the Extended Day Program Supervisor.

The Contractor will independently perform all services specified above, except as provided otherwise herein. In the event Contractor requires the services of other Contractors, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to additional Contractors will be required.

2. **Location of Services.** Performance of services cited above will be conducted at Extended Day Program Elementary Schools on Early Release Days, and Extended Day Program Summer Camps to students who will be transported from their site to Skate Factory located at 485 27<sup>th</sup> Ave, Vero Beach, FL 32968 and returned to their original school site.
3. **Term.** The term of this agreement shall be from March 1, 2018 until February 28, 2019, unless terminated as provided herein, or extended by supplement to this agreement.
4. **Termination.** The School Board, or designee, may terminate this agreement immediately, in its sole discretion. In the event of termination, the Contractor shall be paid for services performed and completed under this agreement up to the date of termination only.
5. **Compensation and Payment.** Based on the completion of services described in paragraph 1 above, the Contractor shall receive payment as listed below. School Board's payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of Contractor's invoice and completion of services. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. **The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.**
  - A. During Early Release Days, the student is responsible to pay \$6.00 per trip for skating.
  - B. During Summer Camp, the Extended Day Program will pay \$6.00 per child, per trip to the Skate Factory, which is included as part of the weekly tuition fee for Summer Camp. There is no cost to the School District of Indian River County.

No other fees or expenses are authorized.

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

7. Skate Factory will provide the recommended insurance requirements to the Extended Day Program which is listed below and Risk Management will receive a copy of it. The Contractor agrees to



indemnify and save harmless the **School Board**, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the **Contractor**, its agents, employees, or representatives, or arising from any **Contractor** furnished good or service, except to the extent that such damage is due solely and directly to the negligence of the **School Board**. The **Contractor** will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher per the A. M. Best Company: (a) general liability (b) automobile and (c) workers' compensation where applicable, in the minimum amounts required by the Risk Management Department of the **School Board**. The **Contractor** will provide before commencement of work, and attach to this agreement, certificates evidencing such coverage. The **School Board** reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient.

(A) **Commercial General Liability.** Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum \$100,000) for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the **School Board** as an additional insured.

(B) **Automobile Liability Insurance.** The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles. The policy will include the **School Board** as an additional insured.

(C) **Workers' Compensation Insurance.** The workers' compensation insurance will be maintained as required by applicable Florida law.

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

9. **Background Check.** The **Contractor** agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the **School Board**, 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 **Contractor** or its personnel providing any services under the conditions described in the previous sentence. The **Contractor** shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the **Contractor** and its personnel. The **Contractor's** employees and subcontractors shall display the issued uniform statewide identification badge at all times while on School Board property. The parties agree that the failure of the **Contractor** to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the **School Board** to terminate immediately with no further responsibilities or duties to perform under this agreement. The **Contractor** agrees to indemnify and hold harmless the **School Board**, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from **Contractor's** failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

10. **Assignability.** This contract is for the personal services of the **Contractor** and may not be assigned by the **Contractor** in any fashion, whether by operation of law, or by conveyance of any type, including

without limitation, transfer of stock in Contractor, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

11. **Conduct While on School Property.** The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

12. **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.

13. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. The Contractor shall provide public access to the public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost allowed by law. The Contractor shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. The Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of the Contractor upon termination or expiration of this Agreement. The Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the School Board. Further, the Contractor shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

14. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

15. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

16. **Standards.** Skate Factory will ensure their bus is inspected by an approved DOT Inspection Company once a year and meets all of the School District's standards for providing transportation to students upon each Contract renewal date. A copy of the FMCSA Annual Vehicle Inspection Label and Annual Vehicle Inspection Report will be submitted to the Extended Day Program prior to the first day of Services.

A. **Vehicle Standards.** Skate Factory will transport students in their inspected bus and follow all School District guidelines for student capacity and procedures.

B. **Driver Standards.** The driver for Skate Factory will hold a CDL license for transporting students and adults. A copy of the driver's CDL license will be submitted to the Extended Day Program prior to the first day of Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last set forth below.

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

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

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

**ATTEST (WITNESS):**

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

**CONTRACTOR:**

By: [Signature]  
Print Name: TYP HUNTER  
Title: V/P  
Date: 12/18/17

**ATTEST (WITNESS):**

By: [Signature]  
Print Name: BARBARA musselwhite  
Print Title: EDP Supervisor

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REPORT NUMBER	FLEET UNIT NUMBER
	SK8
DATE	1/17/2018

MOTOR CARRIER OPERATOR <b>Skate Factory</b>	INSPECTOR NAME (PRINT OR TYPE) <b>Andy Carroll</b>
ADDRESS <b>485 27th Ave SW</b>	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.13 <input type="checkbox"/> YES
CITY STATE ZIP CODE <b>Deer Beach FL 32916</b>	VEHICLE IDENTIFICATION (✓ AND COMPLETE) <input type="checkbox"/> LIC PLATE NO. <input checked="" type="checkbox"/> VIN <input type="checkbox"/> OTHER
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input type="checkbox"/> TRUCK <input checked="" type="checkbox"/> BUS <input type="checkbox"/> (OTHER)	INSPECTION AGENCY LOCATION (OPTIONAL) <b>1HV BDAAN 9th 326386</b>

VEHICLE COMPONENTS INSPECTED					
OK	ITEM	OK	ITEM	OK	ITEM
<input checked="" type="checkbox"/>	<b>1. BRAKE SYSTEM</b>	<input checked="" type="checkbox"/>	<b>6. SAFE LOADING</b>	<input checked="" type="checkbox"/>	<b>10. TIRES</b>
<input checked="" type="checkbox"/>	a. Service Brakes	<input checked="" type="checkbox"/>	a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.	<input checked="" type="checkbox"/>	a. Tires on any steering axle of a power unit.
<input checked="" type="checkbox"/>	b. Parking Brake System	<input checked="" type="checkbox"/>	b. Protection against shifting cargo	<input checked="" type="checkbox"/>	b. All other tires
<input checked="" type="checkbox"/>	c. Brake Drums or Rotors	<input checked="" type="checkbox"/>	c. Container securement devices on intermodal equipment	<input checked="" type="checkbox"/>	c. Installation of speed-restricted tires unless specifically designated by motor carrier
<input checked="" type="checkbox"/>	d. Brake Hose	<input checked="" type="checkbox"/>	<b>7. STEERING MECHANISM</b>	<input checked="" type="checkbox"/>	<b>11. WHEELS AND RIMS</b>
<input checked="" type="checkbox"/>	e. Brake Tubing	<input checked="" type="checkbox"/>	a. Steering Wheel Free Play	<input checked="" type="checkbox"/>	a. Lock or Side Ring
<input checked="" type="checkbox"/>	f. Low Pressure Warning Device	<input checked="" type="checkbox"/>	b. Steering Column	<input checked="" type="checkbox"/>	b. Wheels and Rims
<input checked="" type="checkbox"/>	g. Tractor Protection Valve	<input checked="" type="checkbox"/>	c. Front Axle Beam and All Steering Components Other Than Steering Column	<input checked="" type="checkbox"/>	c. Fasteners
<input checked="" type="checkbox"/>	h. Air Compressor	<input checked="" type="checkbox"/>	d. Steering Gear Box	<input checked="" type="checkbox"/>	d. Welds
<input checked="" type="checkbox"/>	i. Electric Brakes	<input checked="" type="checkbox"/>	e. Pitman Arm	<input checked="" type="checkbox"/>	<b>12. WINDSHIELD GLAZING</b>
<input checked="" type="checkbox"/>	j. Hydraulic Brakes	<input checked="" type="checkbox"/>	f. Power Steering	<input checked="" type="checkbox"/>	Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions)
<input checked="" type="checkbox"/>	k. Vacuum Systems	<input checked="" type="checkbox"/>	g. Ball and Socket Joints	<input checked="" type="checkbox"/>	<b>13. WINDSHIELD WIPERS</b>
<input checked="" type="checkbox"/>	l. Antilock Brake System	<input checked="" type="checkbox"/>	h. Tie Rods and Drag Links	<input checked="" type="checkbox"/>	Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective
<input checked="" type="checkbox"/>	m. Automatic Brake Adjusters	<input checked="" type="checkbox"/>	i. Nuts	<input checked="" type="checkbox"/>	<b>14. MOTORCOACH SEATS</b>
<input checked="" type="checkbox"/>	<b>2. COUPLING</b>	<input checked="" type="checkbox"/>	j. Steering System	<input checked="" type="checkbox"/>	Any passenger seat that is not securely fastened to the vehicle structure.
<input checked="" type="checkbox"/>	a. Fifth Wheels	<input checked="" type="checkbox"/>	<b>8. SUSPENSION</b>	<input checked="" type="checkbox"/>	<b>15. OTHER</b>
<input checked="" type="checkbox"/>	b. Pintle Hooks	<input checked="" type="checkbox"/>	a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked broken, loose or missing resulting in shifting of an axle from its normal position	<input checked="" type="checkbox"/>	List any other condition(s) which may prevent safe operation of this vehicle
<input checked="" type="checkbox"/>	c. Drawbar/Towbar Eye	<input checked="" type="checkbox"/>	b. Spring Assembly		
<input checked="" type="checkbox"/>	d. Drawbar/Towbar Tongue	<input checked="" type="checkbox"/>	c. Torque, Radius or Tracking Components		
<input checked="" type="checkbox"/>	e. Safety Devices	<input checked="" type="checkbox"/>	<b>9. FRAME</b>		
<input checked="" type="checkbox"/>	f. Saddle-Mounts	<input checked="" type="checkbox"/>	a. Frame Members		
<input checked="" type="checkbox"/>	<b>3. EXHAUST SYSTEM</b>	<input checked="" type="checkbox"/>	b. Tire and Wheel Clearance		
<input checked="" type="checkbox"/>	a. Exhaust system leaking forward of or directly below the driver sleeper compartment	<input checked="" type="checkbox"/>	c. Adjustable Axle Assemblies (Sliding Subframes)		
<input checked="" type="checkbox"/>	b. Bus exhaust system leaking or discharging in violation of standard	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>	c. Exhaust system likely to burn, char or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>	<b>4. FUEL SYSTEM</b>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>	a. Visible leak	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>	b. Fuel tank filler cap missing	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>	c. Fuel tank securely attached	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>	<b>5. LIGHTING DEVICES</b>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>	All lighting devices and reflectors required by Part 393 shall be operable	<input checked="" type="checkbox"/>			

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396

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\*\*Deletions are indicated with Red Strikethroughs. Additions are indicated with Blue Font.

According to Section 1008.22(7)(d), Florida Statutes (F.S.), and State Board of Education Rule 6A-1.094224, Florida Administrative Code (F.A.C.), each school district must complete this uniform calendar with district-required assessment information, publish the calendar to the district website, and provide it to the department by October 1 of each school year, beginning in 2016–17. Districts must provide completed calendars to schools and include the calendar in their parent guides. In addition, each school must publish the completed calendar on its website. The statewide assessment information in sections 3 and 4 should not be altered; however, districts may otherwise modify and populate this template to accurately indicate their assessment schedules for the school year.

## 1. Glossary of Assessment Terms

Acronym/Term	Definition
ACCESS for ELLs	Assessing Comprehension and Communication in English State-to-State (ACCESS) for English Language Learners (ELLs)
Accommodation	Per Rule 6A-1.0943, F.A.C., "Accommodations are defined as adjustments to the presentation of the statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a statewide standardized assessment to include amount of time for administration, settings for administration of a statewide standardized assessment, and the use of assistive technology or devices to facilitate the student's participation in a statewide standardized assessment."
ACT	American College Test
CBT	Computer-Based Test
Diagnostic	Assessments that measure students' understanding of a subject area or skills base, which allow teachers and educators to evaluate student learning, focusing on strengths and areas of need
District Window	The selected dates within the statewide window during which a district will administer a given assessment
District-Required Assessments	Assessments required by the school district for students in a specific grade or course
ELA	English Language Arts
EOC	End-of-Course
Evaluative	Assessments that measure student proficiency at selected intervals in order to compare change over time and to compare state-level results
FAIR	Florida Assessments for Instruction in Reading
FLKRS	Florida Kindergarten Readiness Screener
Formative	Formative assessments are the formal and informal ways that teachers and students gather and respond to evidence of student learning. Formative assessments are part of teaching in the classroom. Formative assessments will not result in a score that will appear on a student's report card, but they serve the greater purpose of informing both students and teachers on what changes need to happen in classroom instruction to better serve the needs of individual students.
FSA	Florida Standards Assessments

Acronym/Term	Definition
FSAA	Florida Standards Alternate Assessment
Interim	Interim assessments are administered on a smaller scale (i.e., school or district) with results that can be used at the classroom level or aggregated at the school- or district-level. Depending on the design, interim assessments can be used to predict a student's ability to succeed on a summative assessment; to evaluate a program, or to diagnose student learning gaps.
LCAs / Semester Exams	Locally Created Assessments; to make a final review of the standards covered during the semester. LCAs are used for teacher evaluations.
NAEP	National Assessment of Educational Progress
NGSSS	Next Generation Sunshine State Standards
PBT	Paper-Based Test
Progress Monitoring	Process used to determine whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been
PSAT/NMSQT	Preliminary SAT/National Merit Scholarship Qualifying Test
Summative	Assessments that evaluate student mastery of Florida's academic standards at or near the conclusion of the course of instruction
Statewide, Standardized Assessments	All assessments required by <a href="#">s. 1008.22</a> , Florida Statutes (F.S.)
Statewide Window	The range of dates during which districts and/or schools may choose to administer a given assessment
Testing Time	The amount of time individual students are each given to respond to test items on each test

## 2. Test, Type, and Purpose/Use

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
ACCESS for ELLs 2.0	Diagnostic	Measure English language acquisition of ELLs	s. 1003.56, F.S.
Alternate ACCESS for ELLs	Diagnostic	Measure English language acquisition of ELLs with significant cognitive disabilities	Rule 6A-6.0902, F.A.C. Rule 6A-6.0903, F.A.C. Rule 6A-6.09021, F.A.C.
ACT	Summative	Education and career planning; concordant score for ELA	s. 1003.4282
Benchmark	Progress Monitoring	Process used to determine whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been in various courses	s. 1008.25
FAIR	Diagnostic/Progress Monitoring	Provides general estimate of students' reading ability/monitors students' progress toward meeting grade-level skills in reading	s. 1008.25(4), F.S.
FLKRS	Diagnostic/Progress Monitoring	Determine readiness for kindergarten; used to calculate VPK Provider Kindergarten Readiness Rates	s. 1002.69, F.S. Rule 6M-8.601, F.A.C.



Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
FSA	Summative	Purpose: Measure student achievement of Florida’s academic standards (Florida Standards, Next Generation Sunshine State Standards)  Required uses: third grade retention; high school standard diploma; EOC assessments as 30% of course grade; school grades; school improvement rating; district grades; differentiated accountability; scholar designation; federal reporting; Credit Acceleration Program (CAP); school improvement plans; school, district, state, and federal reporting  Optional uses: progress monitoring in accordance with student progress plan	s. 1008.22, F.S.
FSAA	Summative		Rule 6A-1.09422, F.A.C.
NGSSS EOC Assessments	Summative		Rule 6A-1.0943, F.A.C.
Statewide Science Assessment	Summative		Rule 6A-1.09432, F.A.C. Rule 6A-1.094223, F.A.C. s. 1008.25, F.S. Rule 6A-1.094221, F.A.C. Rule 6A-1.094222, F.A.C. s. 1003.4156, F.S. s. 1003.4282, F.S. s. 1008.34, F.S. Rule 6A-1.09981, F.A.C. s. 1008.341, F.S. Rule 6A-1.099822, F.A.C. s. 1008.33, F.S. Rule 6A-1.099811, F.A.C. s. 1012.34, F.S. s. 1002.38, F.S.
NAEP	Evaluative	Measure student performance for comparison among state and national populations over time	s. 1008.22, F.S.
PreACT	Summative	Inform course placement	s. 1007.35, F.S.
PSAT/NMSQT	Summative	Inform course placement	s. 1007.35, F.S.

### 3. Required Statewide Assessments

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FLKRS	Kindergarten	July 10–October 20, 2017	August 14–September 18, 2017	CBT <sup>1</sup>	15–20 minutes	Immediately following test completion
FSA—Datafolio	Students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations	Collection Period 1: September–October 2017	N/A	PBT/CBT <sup>1</sup> (based on IEP)	Varies/Untimed	June 2018
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	September 11–22, 2017	September 11–22, 2017	CBT <sup>1</sup>	180 minutes <sup>2</sup>	October 2017
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	September 18–29, 2017	September 18–29, 2017	CBT <sup>1</sup>	160 minutes <sup>3</sup>	October 2017
FSA—Datafolio	Students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations	Collection Period 2: November–December 2017	N/A	PBT/CBT <sup>1</sup> (based on IEP)	Varies/Untimed	June 2018
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	November 27–December 15, 2017	November 27–December 15, 2017	CBT <sup>1</sup>	180 minutes <sup>2</sup>	January 2018
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	November 27–December 15, 2017	November 27–December 15, 2017	CBT <sup>1</sup>	160 minutes <sup>3</sup>	January 2018

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSA—Datafolio	Students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations	Collection Period 3: February–March 2018	N/A	PBT/CBT <sup>1</sup> (based on IEP)	Varies/Untimed	June 2018
FSA ELA – Writing	Grades 8–10	March 1–9, 2018	March 1–9, 2018	CBT <sup>1</sup>	120 minutes	June 2018
FSA ELA – Writing	Grades 4–7	March 5–9, 2018	March 5–9, 2018	PBT	120 minutes	June 2018
FSA—Performance Task	Students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations	February 26–April 27, 2018	February 26–April 27, 2018	PBT/CBT <sup>1</sup> (based on IEP)	Varies/Untimed	June 2018
ELA Writing Makeup (Additional Window)	Grades 4–10	April 2–6, 2018	April 2–6, 2018	PBT/CBT <sup>1</sup> (based on grade level)	120 minutes	June 2018
FSA ELA – Reading	Grade 3	<del>April 9–13, 2018</del> April 9–20, 2018	<del>April 9–13, 2018</del> April 9–20, 2018	PBT	160 minutes	May 2018
FSA ELA – Reading	Grades 4–10	<del>April 16–May 11, 2018</del> April 16–May 18, 2018	<del>April 16–May 11, 2018</del> April 16–May 18, 2018	CBT <sup>1</sup>	Grades 4–5 Reading: 160 minutes Grades 6–8 Reading: 170 minutes Grades 9–10 Reading: 180 minutes	June 2018

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSA Mathematics	Grades 3–8	<del>April 16–May 11, 2018</del> April 16–May 18, 2018	<del>April 16–May 11, 2018</del> April 16–May 18, 2018	CBT <sup>1</sup>	Grades 3–5 Mathematics: 160 minutes Grades 6–8 Mathematics: 180 minutes	June 2018
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	<del>April 16–May 11, 2018</del> April 16–May 18, 2018	<del>April 16–May 11, 2018</del> April 16–May 18, 2018	CBT <sup>1</sup>	180 minutes <sup>2</sup>	June 2018
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	<del>April 16–May 11, 2018</del> April 16–May 18, 2018	<del>April 16–May 11, 2018</del> April 16–May 18, 2018	CBT <sup>1</sup>	160 minutes <sup>3</sup>	June 2018
NGSSS Statewide Science Assessment	Grades 5 and 8	April 30–May 4, 2018	April 30–May 4, 2018	PBT	160 minutes	June 2018
ELA Writing Makeup (Additional Window)	Grades 4–10	May 14–18, 2018	May 14–18, 2018	PBT/CBT <sup>1</sup> (based on grade level)	120 minutes	August 2018
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	July 9–20, 2018	July 9–20, 2018	CBT <sup>1</sup>	180 minutes <sup>2</sup>	August 2018
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	July 9–20, 2018	July 9–20, 2018	CBT <sup>1</sup>	160 minutes <sup>3</sup>	August 2018

<sup>1</sup> Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

<sup>2</sup> Any student taking an FSA EOC assessment who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day.

<sup>3</sup> Any student taking an NGSSS EOC assessment who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

#### 4. Statewide Assessments for SELECT Students

The following assessments are only intended for selected students/students in certain sub-groups. Because the tests included in this section are not administered to all students or, in some cases, are optional for students, the testing time for these tests should not be included in the total testing time calculated in Section 6.

Assessment	Applicable Students <sup>4</sup>	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAIR	Grades 3–12	Assessment Period (AP) 1: First day of school– November 3, 2017	N/A	CBT <sup>1</sup>	45 minutes	1 week after
PreACT	Grade 10	September–December 2017	N/A	PBT	150 minutes	Approximately 2 weeks after testing
ELA Grade 10 Retake – Writing		September 11–22, 2017	September 11–22, 2017	CBT <sup>1</sup>	120 minutes <sup>2</sup>	December 2017
ELA Grade 10 Retake – Reading		September 11–29, 2017	September 11–29, 2017	CBT <sup>1</sup>	180 minutes <sup>2</sup>	December 2017
FCAT 2.0 Reading Retake		September 18–29, 2017	September 18–29, 2017	CBT <sup>1</sup>	Up to a typical school day	November 2017
PSAT/NMSQT	Grade 10	October 11, 2017	October 11, 2017	PBT	165 minutes	January 2018
FAIR	Grades 3–12	AP 2: November 6– February 9, 2018	N/A	CBT <sup>1</sup>	45 minutes	1 week after
ACCESS for ELLs 2.0	Grades K–12 currently classified as ELL with “LY” code	January 29–March 23, 2018	January 29–March 23, 2018	PBT	Kindergarten: 45 minutes Grades 1–12: 105–245 minutes (varies by grade-level/tier)	June 2018
Alternate ACCESS for ELLs	Grades 1–12 with significant cognitive disabilities and currently classified as ELL with “LY” code	January 29–March 23, 2018	January 29–March 23, 2018	PBT	80 minutes	June 2018
NAEP – Civics, Geography, U.S. History, and Technology & Engineering Literacy	Grade 8	January 29–March 9, 2018	N/A	PBT and CBT	90–120 minutes	Spring 2019 (National results)

Assessment	Applicable Students <sup>4</sup>	Statewide Window	District Window	Mode	Testing Time	Results Expected
NAEP – Mathematics, Reading, and Science Pilots; Reading Special Studies	Grades 4, 8, and 12	January 29–March 9, 2018	N/A	CBT	90–120 minutes	N/A
FAIR	Grades 3–12	AP 3: February 12–June 8, 2018	N/A	CBT <sup>1</sup>	45 minutes	1 week after
ELA Grade 10 Retake – Writing		February 26–March 2, 2018	February 26–March 2, 2018	CBT <sup>1</sup>	120 minutes <sup>2</sup>	May 2018
ELA Grade 10 Retake – Reading		March 19–April 6, 2018	March 19–April 6, 2018	CBT <sup>1</sup>	180 minutes <sup>2</sup>	May 2018
FSA Algebra 1 Retake EOC <sup>5</sup>		March 19–April 6, 2018	March 19–April 6, 2018	CBT <sup>1</sup>	180 minutes <sup>2</sup>	May 2018
FCAT 2.0 Reading Retake		March 19–April 6, 2018	March 19–April 6, 2018	CBT <sup>1</sup>	Up to a typical school day	May 2018

<sup>1</sup> Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

<sup>2</sup> Any student taking an FSA ELA Retake or EOC assessment who has not completed the session by the end of the allotted time may continue working up to half the length of a typical school day.

<sup>3</sup> Any student taking an NGSSS EOC assessment who has not completed a session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

<sup>4</sup> If indicated, “applicable students” relates to the sub-group(s) of students who *may* take that assessment; it does not indicate that all students throughout the state in that sub-group will take that assessment. Assessments for which no applicable student group is listed are available to students as needed but are not limited to any specific sub-group.

<sup>5</sup> The FSA Algebra 1 EOC Assessment is only offered as a separate Retake assessment during the Spring administration; students retaking the FSA Algebra 1 EOC in Fall, Winter, or Summer participate in the regular EOC administration.

## 5. District-Required Assessment Information

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
AIMSweb (Eligible Students)	Grades 9-12	Ongoing	CBT	Tier 2 - 126 Minutes Tier 3 - 162 Minutes	3 weeks after the assessment
Unit Assessments	Grades 3-5 ELA Grades 3-5 Math Grades 3-5 Science	Ongoing	CBT <sup>1</sup>	45 Minutes per assessment. Number of assessments vary by grade and subject.	3 weeks after the assessment
Unit Assessments	Grades 6-10 ELA Grades 6-8 Math Grades 6-8 Science Grade 7 Civics Algebra I Geometry Algebra II Biology US History	Ongoing	CBT <sup>1</sup>	40 Minutes per assessment. Number of assessments vary by grade and subject.	3 weeks after the assessment
i-Ready – Reading and Math	Grades 1-8	August 14 – September 1, 2017	CBT	90 Minutes	Within 24 hours
i-Ready – Reading and Math	Kindergarten	September 25 – October 13, 2017	CBT	90 Minutes	Within 24 hours
ACT	Grade 11	October 3, 2017	PBT	175 Minutes	6 weeks after the assessment
Geometry, Algebra 1, Bio, Civics, US History Benchmarks	Eligible Students	December 1 – December 20, 2017	CBT <sup>1</sup>	40 Minutes	3 weeks after the assessment
i-Ready – Reading and Math	Grade 3	December 1 – December 20, 2017	CBT	90 Minutes	Within 24 hours
LCAs / Semester Exams	Grades 4-12	December 18- December 20, 2017	PBT	60 Minutes Each	January 10, 2018
i-Ready – Reading and Math	Kindergarten, Grades 1, 2, 4-8	January 8 – January 26, 2018	CBT	90 Minutes	Within 24 hours
Reading Portfolios	Grade 3	April – May, 2018	CBT <sup>1</sup>	260 Total Minutes	3 weeks after the assessment

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
i-Ready – Reading and Math	Grade 3	April 16-May 4, 2018	CBT	90 Minutes	Within 24 hours
i-Ready – Reading and Math	Kindergarten, Grades 1, 2, 4-8	May 1 – May 18, 2018	CBT	90 Minutes	Within 24 hours
LCAs / Semester Exams	Grades 4-12	May 22-24, 2018	PBT	60 Minutes Each	May 24, 2018

## 6. Estimates of Total Testing Time by Grade Level

Estimates of average time for administering state-required and district-required assessments (listed in Sections 3 and 5 above) by grade level. Subject-based assessments should be included with the grade level to which they are most likely to be administered (e.g., Biology 1 with grade 9).

Grade Level	Statewide Assessments	District Assessments	Approximate Total Testing Time (In Minutes)
K	15–20	270	290
1	0	270	270
2	0	270	270
3	320	1745	2065
4	440	1785	2225
5	600	1740	2340
6	470	2310	2780
7	630	2870	3500
8	630	2310	2940
9	640	2247	2887
10	480	1847	2327
11	160	1657	1817
12	0	1002	1002



JA



# Fellsmere Elementary School

50 North Cypress Street, Fellsmere, FL 32948 - Phone 772-564-5970 Fax 772-564-6020

Home of the Mustangs  
Gallop for Success...Nothing Less!

Ramón J. Echeverría  
Principal

Lyndsey Matheny  
Assistant Principal

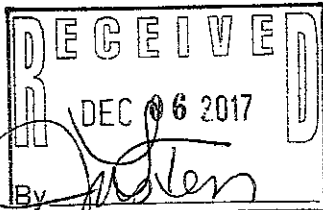
## Memorandum

To: Carter Morrison, Assistant Superintendent of Finance/Operations  
From: Ramon Echeverria, Principal  
Date: December 5, 2017  
Subject: St. Augustine of Canterbury Donation

Fellsmere Elementary has received a donation from St. Augustine of Canterbury in the amount of \$2100.00 to be used for Christmas gifts for the students of Fellsmere Elementary.

Please notify the Board of this donation.

RE/jm





DEC 13 2017

# OMS

Oslo Middle School  
Mrs. Beth Hofer - Principal

A handwritten signature in the top right corner of the page.

TO: Dr. Mark J. Rendell, Superintendent  
School Board Members  
Indian River County School District

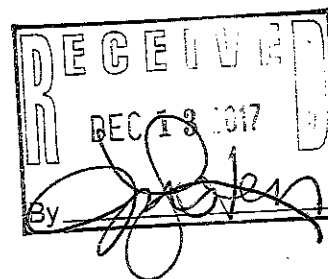
FROM: Beth Hofer, Principal

DATE: December 6, 2017

SUBJECT: Donation-SDIRC Board Rule 7.17

Oslo Middle School would like to request approval a donation in the amount of \$2,500.51 received from Vero Beach Art Club, Inc. This donation will benefit Oslo Middle School Art's Program.

Please authorize acceptance of this donation.



Roarifically yours,

*Beth Hofer*

Oslo Middle School  
Home of the Wildcats  
[Beth.Hofer@indianriverschools.org](mailto:Beth.Hofer@indianriverschools.org)  
772-564-3950

**You Can't Hide That Wildcat Pride**

480 20th Avenue S.W. Vero Beach FL 32962 772-564-3980



*BH*

DEC 13 2017

**OMS**  
Oslo Middle School  
Mrs. Beth Hofer - Principal

TO: Dr. Mark J. Rendell, Superintendent  
School Board Members  
Indian River County School District

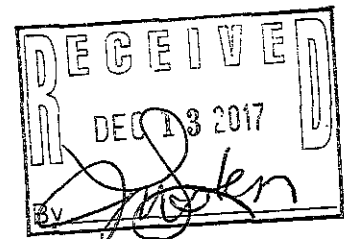
FROM: Beth Hofer, Principal

DATE: December 6, 2017

SUBJECT: Donation-SDIRC Board Rule 7.17

Oslo Middle School would like to request approval a donation in the amount of \$1,000.00 received from LifeStyle Homes Builders, Inc. This donation will make improvements to Oslo Middle School.

Please authorize acceptance of this donation.



Roarifically yours,

*Beth Hofer*

Oslo Middle School  
Home of the Wildcats  
[Beth.Hofer@indianriverschools.org](mailto:Beth.Hofer@indianriverschools.org)  
772-564-3950

*Beth Hofer*

**You Can't Hide That Wildcat Pride**

480 20th Avenue S.W.

Vero Beach FL 32962

772-564-3980

Home of  
the Bears

# Indian River Academy

500 20th Street SW, Vero Beach, FL 32962 Phone: 772-564-3390 Fax: 772-564-3443

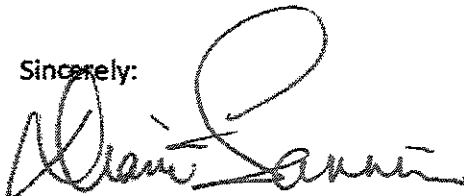
December 20, 2017

Dear School Board Members:

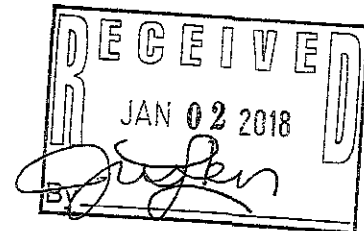
Indian River Academy has received a donation of \$1885.00 from Kathleen Corrick. She stipulated on the check that the donation be used for scholarships for our fourth graders trip to St. Augustine this year.

We are asking for your approval of the donation.

Sincerely:



Diane Fannin  
Principal



0122

## Board Powers

The School Board shall be a body politic and corporate, and, as such, capable of suing and being sued; contracting and being contracted with; acquiring, holding, possessing, and disposing of real and personal property; taking and holding in trust for the use and benefit of the District, any grant or devise of land and any donation or bequest of money or other personal property.

F.S. 1001.41, 1001.42, 1001.43

**STORM GROVE MIDDLE SCHOOL**  
6400 57th Street • Vero Beach, FL 32967  
772-564-6400 • Fax: 772-564-6321  
Anne Bieber, Principal

Date: December 18, 2017


To: School Board Members

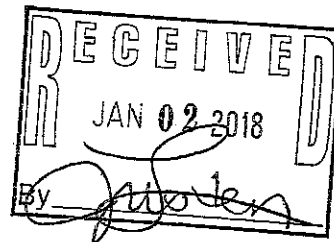
From: Anne Bieber, Principal

Regarding: Grant approval

Storm Grove Middle School received a grant of \$4,650.00 from Education Foundation of Indian River County. The funds are to be used for seating for the 21<sup>st</sup> Century Learning.

These funds were deposited into Storm Grove Middle School internal funds account entitled, 21<sup>st</sup> Century Learning.

  
\_\_\_\_\_  
Anne Bieber



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School District of Indian River County - Out of Field Report

FTE Survey 3 - 2017-2018

Report Based on FOCUS Data as of: 1/10/2018

School	Teacher	Course	Out of Field Reason
Alternative Ed	Lane, Amanda	M/J LANG ARTS 1, 2, 2; ENG 1, 2, 3	Missing Subject certification.
Beachland Elem	Jacobs, Mary	LANG ARTS GRADE K	Missing ESOL/ELL hours or endorsement.
Beachland Elem	McCabe, Danielle	LANG ARTS GRADE 3	Missing ESOL/ELL hours or endorsement.
Beachland Elem	McCool, Samantha	LANG ARTS GRADE 2	Missing ESOL/ELL hours or endorsement.
Citrus Elem	Burlingame, Mimi	LANG ARTS GRADE 4 and 5	Missing ESOL/ELL hours or endorsement.
Citrus Elem	Carlsen, Tiffany	LANG ARTS GRADE 2 and 3	Missing ESOL/ELL hours or endorsement.
Citrus Elem	Hudson, Ashley	ESE	Missing Subject certification.
Citrus Elem	Smith, Emily	LANG ARTS GRADE K and 1	Missing ESOL/ELL hours or endorsement.
Citrus Elem	Smith, Kaihla	LANG ARTS GRADE 2 and 3	Missing ESOL/ELL hours or endorsement.
Citrus Elem	Ward, Taylor	LANG ARTS GRADE 2 and 3	Missing ESOL/ELL hours or endorsement.
Citrus Elem	Zakarian, Jackie	LANG ARTS GRADE 3	Missing ESOL/ELL hours or endorsement.
Dodgertown Elem	Caldwell, Taylor	LANG ARTS GRADE 3	Missing ESOL/ELL hours or endorsement.
Dodgertown Elem	Collom, Samantha	PK DISABS: 3-5	Missing Subject certification.
Dodgertown Elem	Debenedet, Jennifer	LANG ARTS GRADE 2	Missing ESOL/ELL hours or endorsement.
Dodgertown Elem	O'Bee, Kelsey	LANG ARTS GRADE 5	Missing ESOL/ELL hours or endorsement.
Dodgertown Elem	Poppe, Amanda	LANG ARTS GRADE 1	Missing ESOL/ELL hours or endorsement.
Dodgertown Elem	Scott, Samantha	LANG ARTS GRADE 2	Missing ESOL/ELL hours or endorsement.
Dodgertown Elem	Sloan, Alexandra	LANG ARTS GRADE 4	Missing ESOL/ELL hours or endorsement.
Dodgertown Elem	Wright, Suellen	LANG ARTS GRADE K	Missing ESOL/ELL hours or endorsement.
Fellsmere Elem	Bechtel, Melanie	LANG ARTS GRADE 3	Missing ESOL/ELL hours or endorsement.
Fellsmere Elem	Fojtik, Jessica	LANG ARTS GRADE K	Missing ESOL/ELL hours or endorsement.
Fellsmere Elem	Libby, Amanda	LANG ARTS GRADE 1	Missing ESOL/ELL hours or endorsement.
Fellsmere Elem	Marsiglia, Lillian	LANG ARTS GRADE 1	Missing ESOL/ELL hours or endorsement.
Fellsmere Elem	Reed, Helen	LANG ARTS GRADE 3	Missing ESOL/ELL hours or endorsement.
Fellsmere Elem	Ruiz-Freytes, Tania	LANG ARTS GRADE K	Missing ESOL/ELL hours or endorsement.
Fellsmere Elem	Shoemaker, Amy	LANG ARTS GRADE 3	Missing ESOL/ELL hours or endorsement.
Fellsmere Elem	Stevens, Rebekah	LANG ARTS GRADE 4	Missing ESOL/ELL hours or endorsement.
Fellsmere Elem	Stolzmann, Brittany	LANG ARTS GRADE 3	Missing ESOL/ELL hours or endorsement.
Fellsmere Elem	Zendejas, Alejandra	LANG ARTS GRADE K	Missing ESOL/ELL hours or endorsement.
Gifford Middle	Ellis, Maxy	M/J INTENS READ, M/J READ 2 and 3	Missing ESOL/ELL hours or endorsement.
Gifford Middle	McCoy, April	M/J LANG ARTS 1 and 2	Missing ESOL/ELL hours or endorsement, Subject cert
Gifford Middle	Peterson, Connie	M/J INTENS READ, M/J READ 1	Missing ESOL/ELL hours or endorsement.

School District of Indian River County - Out of Field Report

FTE Survey 3 - 2017-2018

Report Based on FOCUS Data as of: 1/10/2018

School	Teacher	Course	Out of Field Reason
Gifford Middle	Peterson, Elizabeth	M/J LANG ARTS 2 and 3	Missing ESOL/ELL hours or endorsement.
Gifford Middle	Ridlen, Susan	M/J INTENS READ	Missing ESOL/ELL hours or endorsement.
Gifford Middle	Taylor, Carol	M/J INTENS READ, M/J READ 1 and 2	Missing ESOL/ELL hours or endorsement.
Glendale Elem	Baird, Allison	LANG ARTS GRADE 2	Missing ESOL/ELL hours or endorsement.
Glendale Elem	Brown, Jill	LANG ARTS GRADE 1	Missing ESOL/ELL hours or endorsement.
Glendale Elem	Durham, Cheryl	LANG ARTS GRADE 3	Missing ESOL/ELL hours or endorsement.
Glendale Elem	Harp, Misty	LANG ARTS GRADE 2	Missing ESOL/ELL hours or endorsement.
Glendale Elem	Smith, Heather	LANG ARTS GRADE 5	Missing ESOL/ELL hours or endorsement.
Imagine Schools	Barth, Jacqueline	LANG ARTS GRADE 5	Missing ESOL/ELL hours or endorsement.
Imagine Schools	Bois, Laura	M/J INTRO ART HIST	Missing Subject certification.
Imagine Schools	Frierson, Janet	LANG ARTS GRADE 1	Missing ESOL/ELL hours or endorsement.
Imagine Schools	Hall, Jennifer	M/J LANG ARTS 2	Missing ESOL/ELL hours or endorsement.
Imagine Schools	Kaylor, Sharon	M/J LANG ARTS 3	Missing ESOL/ELL hours or endorsement.
Imagine Schools	Rozier, Allyssa	LANG ARTS GRADE 2	Missing ESOL/ELL hours or endorsement.
Imagine Schools	Trax, Elizabeth	M/J US HIST	Missing Subject certification.
Indian River Academy	Antosh, Courtney	LANG ARTS GRADE 2	Missing ESOL/ELL hours or endorsement.
Indian River Academy	Barker, Caroline	LANG ARTS GRADE 5	Missing ESOL/ELL hours or endorsement, Subject cert
Indian River Academy	Cunningham, Amber	LANG ARTS GRADE 3	Missing ESOL/ELL hours or endorsement.
Indian River Academy	D'Albora, Amy	LANG ARTS GRADE 5	Missing ESOL/ELL hours or endorsement.
Indian River Academy	Greto, Pilar	SOC PERS: PK-5	Missing Subject certification, Subject certification.
Indian River Academy	Kirk, Jennifer	LANG ARTS GRADE 3	Missing ESOL/ELL hours or endorsement.
Indian River Academy	Langlois, Alexandre	LANG ARTS, MATH, SCIENCE, SOC STUDIES GRADE 3	Missing Subject certification.
Indian River Academy	Lee, Bryan	LANG ARTS GRADE 2	Missing ESOL/ELL hours or endorsement.
Indian River Academy	Varga, Ashley	LANG ARTS GRADE 1	Missing ESOL/ELL hours or endorsement.
Indian River Academy	Weaver, Laura	LANG ARTS GRADE 4	Missing ESOL/ELL hours or endorsement.
Indian River Charter High	Dove, Brooke	ENG HON 2	Missing ESOL/ELL hours or endorsement.
Indian River Charter High	Mieras, Leif	ANAT PHYSIO HON, MARINE SCI 1, PHY SCI	Missing Subject certification.
Indian River Charter High	St John, Joseph	GOLF 1 AND 2, PHY SCI	Missing Subject certification.
Indian River Charter High	Stone, Stephen	ALG 2, MATH COLL READINESS	Missing Subject certification.
Indian River Charter High	Vivirito, Nicholas	Financial Algebra	Missing Subject certification.
Liberty Magnet	Hurley, Terri	LANG ARTS GRADE K	Missing ESOL/ELL hours or endorsement.



School District of Indian River County - Out of Field Report

FTE Survey 3 - 2017-2018

Report Based on FOCUS Data as of: 1/10/2018

School	Teacher	Course	Out of Field Reason
Liberty Magnet	McCart, Toni	LANG ARTS GRADE 5	Missing ESOL/ELL hours or endorsement.
Liberty Magnet	Riley, Crystal	LANG ARTS GRADE 4	Missing ESOL/ELL hours or endorsement.
Liberty Magnet	Seaman, Cortney	LANG ARTS GRADE 1	Missing ESOL/ELL hours or endorsement.
Liberty Magnet	Wellington, Charlotte	LANG ARTS GRADE 1	Missing ESOL/ELL hours or endorsement.
North County Charter	Dowdell, Bryan	LANG ARTS GRADE 1	Missing ESOL/ELL hours or endorsement.
North County Charter	Ellis, Katherine	LANG ARTS GRADE 3	Missing ESOL/ELL hours or endorsement.
North County Charter	McDaniel, Tanya	LANG ARTS GRADE 2	Missing ESOL/ELL hours or endorsement.
Osceola Magnet	Antosh, Joseph	LANG ARTS GRADE 3	Missing ESOL/ELL hours or endorsement.
Osceola Magnet	Kachaylo, Laura	LANG ARTS GRADE 3	Missing ESOL/ELL hours or endorsement.
Oslo Middle	Braaksma, John	ESE	Missing Subject certification.
Oslo Middle	Campbell, Cheryl	M/J COMPRE SCI 2	Missing Subject certification.
Oslo Middle	Deller, Trey	U SKLS: 6-8	Missing Subject certification.
Oslo Middle	Holden, Todd	M/J LANG ARTS 3	Missing ESOL/ELL hours or endorsement, Subject cert
Oslo Middle	Mack, Lucille	M/J STEM ASTRONOMY & SPACE SCIENCE	Missing Subject certification.
Oslo Middle	Mays-Cucci, Gloria	M/J LANG ARTS 1	Missing ESOL/ELL hours or endorsement, Subject cert
Pelican Island Elem	Sweeney, Christopher	LANG ARTS GRADE 2, MATH GRADE 2, SCIECE GRADE 2, SOC STUDIES 2	Missing ESOL/ELL hours or endorsement, Subject cert
Rosewood Magnet	Lewis, Luanne	LANG ARTS GRADE K	Missing ESOL/ELL hours or endorsement.
Sebastian Charter Jr High	Cruz, Tammy	M/J US HIST	Missing Subject certification.
Sebastian Charter Jr High	Reeves, Patricia	M/J STEM LIFE SCIENCE, ASTRON & SPACE SCI, PHYSICAL SCI	Missing Subject certification.
Sebastian River High	Avila, Marilyn	LIB ARTS MATH 2	Missing Subject certification.
Sebastian River High	Fogle, Sharon	ALG 2	Missing Subject certification.
Sebastian River High	Gehrke, Ronald	JOURN 2, 3 AND 4	Missing Subject certification.
Sebastian River High	Innocent, Franz	BIO 1, ANAT PHYSIO	Missing Subject certification.
Sebastian River High	Kelley, Deborah	ENG 1	Missing ESOL/ELL hours or endorsement.
Sebastian River High	Lampkin, Sheila	ENG HON 3	Missing ESOL/ELL hours or endorsement.
Sebastian River High	Lange, Thomas	ENG 1	Missing ESOL/ELL hours or endorsement.
Sebastian River High	Lewis, Margie	Math Coll. Readiness	Missing Subject certification.
Sebastian River High	Maul, Thomas	ENG 3	Missing ESOL/ELL hours or endorsement.
Sebastian River High	Omans, Jane	ENG 3 THROUGH ESOL	Missing ESOL/ELL hours or endorsement, Subject cert
Sebastian River High	Rickert, Robin	ALG 1, ALG 1-A	Missing Subject certification.
Sebastian River High	Vaughn, Susanne	Digital Information Technology	Missing Subject certification.

School District of Indian River County - Out of Field Report

FTE Survey 3 - 2017-2018

Report Based on FOCUS Data as of: 1/10/2018

School	Teacher	Course	Out of Field Reason
Sebastian River High	Welsh, Jeffrey	READ 1	Missing Subject certification.
Sebastian River High	Wilson, William	HOPE	Missing Subject certification.
Sebastian River Middle	Dixon, Heather	M/J LANG ARTS 2, ADV	Missing Subject certification.
Sebastian River Middle	Kurrus, Melissa	M/J CIVICS ADV	Missing Subject certification.
St. Peter's Academy	Andrews, Barbara	LIB SLKS/INFO LIT K	Missing Subject certification.
St. Peter's Academy	Green, Jewel	LANG ARTS GR K and 1, LIB SLKS/INFO LIT	Missing ESOL/ELL hours or endorsement, Subject cert
St. Peter's Academy	Jones, Janice	LIB SLKS/INFO LIT 2	Missing Subject certification.
St. Peter's Academy	Pervola, Pamela	LIB SLKS/INFO LIT 5	Missing Subject certification.
St. Peter's Academy	Tittle, Kina	LIB SLKS/INFO LIT 2	Missing Subject certification.
St. Peter's Academy	Vargas - Juliano, Gina	LIB SLKS/INFO LIT 1	Missing Subject certification.
Storm Grove Middle	Bradley Williams, Sonya	M/J INTENS READ, M/J READ 1	Missing ESOL/ELL hours or endorsement.
Storm Grove Middle	Feuerstein, Jessica	M/J LANG ARTS 2 and 3	Missing ESOL/ELL hours or endorsement.
Storm Grove Middle	Green, Whitney	M/J LANG ARTS 3	Missing ESOL/ELL hours or endorsement.
Storm Grove Middle	Kessler, Michelle	M/J INTENS READ	Missing Subject certification.
Storm Grove Middle	Lane, Victoria	M/J INTENS READ, M/J CREAT WRIT 1	Missing ESOL/ELL hours or endorsement, Subject cert
Storm Grove Middle	Smith, Tara	M/J LANG ARTS 1 AND 2	Missing ESOL/ELL hours or endorsement.
Treasure Coast Elem	Blair, Tabitha	LANG ARTS GRADE 4	Missing ESOL/ELL hours or endorsement.
Treasure Coast Elem	Honey, Bill	LANG ARTS GRADE 2	Missing ESOL/ELL hours or endorsement.
Treasure Coast Elem	Luna, Claudia	LANG ARTS GRADE K	Missing ESOL/ELL hours or endorsement.
Treasure Coast Elem	Murdough, Beverly	LANG ARTS GRADE K	Missing ESOL/ELL hours or endorsement.
Treasure Coast Elem	Ortiz Torres, Kaley	LANG ARTS GRADE 2	Missing ESOL/ELL hours or endorsement.
Treasure Coast Elem	Palmer, Rebecca	LANG ARTS GRADE K	Missing ESOL/ELL hours or endorsement.
Treasure Coast Elem	Puglise, Deanne	LANG ARTS, MATH, SCIENCE, SOC STUDIES GRADE K	Missing ESOL/ELL hours or endorsement, Subject cert
Treasure Coast Elem	Webster, Jena	LANG ARTS GRADE 1	Missing ESOL/ELL hours or endorsement.
Treasure Coast Elem	Wood, Kathleen	LANG ARTS GRADE 4	Missing ESOL/ELL hours or endorsement.
Vero Beach Elem	Cisneros, Patricia	LANG ARTS GRADE 2	Missing ESOL/ELL hours or endorsement.
Vero Beach Elem	Henley, Bryan	LANG ARTS, MATH, SCIENCE, SOC STUDIES GRADE 3	Missing ESOL/ELL hours or endorsement, Subject cert
Vero Beach Elem	Hill, David	LANG ARTS GRADE 5, ACCESS LANG ART, ACCESS MATH, ACCESS SCI, ACCESS SOC ST GRADE 5	Missing ESOL/ELL hours or endorsement, Subject cert

School District of Indian River County - Out of Field Report

FTE Survey 3 - 2017-2018

Report Based on FOCUS Data as of: 1/10/2018

School	Teacher	Course	Out of Field Reason
Vero Beach Elem	Mathews, Daphne	LANG ARTS, MATH, SCIE, SOC STUDIES GRADE 3	Missing ESOL/ELL hours or endorsement, Subject cert
Vero Beach Elem	Robinson, Daphne	ACCESS LANG ART, ACCESS MATH, ACCESS SCI, ACCESS SCI, ACCESS SOC ST GRADE 4	Missing Subject certification.
Vero Beach Elem	Robinson, Jason	LANG ARTS, MATH, SCIENCE, SOC STUDIES GRADE 2	Missing ESOL/ELL hours or endorsement, Subject cert
Vero Beach Elem	Robinson, Tiffany	LANG ARTS GRADE 3	Missing ESOL/ELL hours or endorsement.
Vero Beach Elem	Singewald, Jessica	LANG ARTS GRADE 2	Missing ESOL/ELL hours or endorsement.
Vero Beach Elem	Smith, Anne	LANG ARTS GRADE 2	Missing ESOL/ELL hours or endorsement.
Vero Beach Elem	Vega - Rodriguez, Suheil	LANG ARTS GRADE K	Missing ESOL/ELL hours or endorsement.
Vero Beach High	Cole, April	DEV LANG ARTS ESOL	Missing ESOL/ELL hours or endorsement.
Vero Beach High	Groody, Lisa	ENG 2	Missing ESOL/ELL hours or endorsement.
Vero Beach High	Harris, Nancy	M/J LANG ARTS 2	Missing ESOL/ELL hours or endorsement.
Vero Beach High	Russell, Amy	ENG 2	Missing ESOL/ELL hours or endorsement.
Wabasso School	McLaughlin, Maeghan	LANG ARTS GRADE 4 AND 5, MATH GRADE 4 AND 5, SCIENCE 4 AND 5, SOC STUDIES 4 AND 5	Missing Subject certification.
Wabasso School	Odom, Randy	LANG ARTS GRADE 3 AND 4, MATH 3 AND 4, SCIENCE 3 AND 4, SOC STUDIES 3 AND 4, SOC PERS:PK-5	Missing Subject certification.
Wabasso School	Stephanoff, Christopher	ACCESS M/J LA, MATH, SCI, WORLD HIST, ENGLISH 1/2 GEOMETRY, ALGEBRA 1, BIOLOGY 1, E/S SCI, US HIST, SOC PERS:6-8, UNIQUE SKILLS. SELF-DETERMINATION	Missing Subject certification.

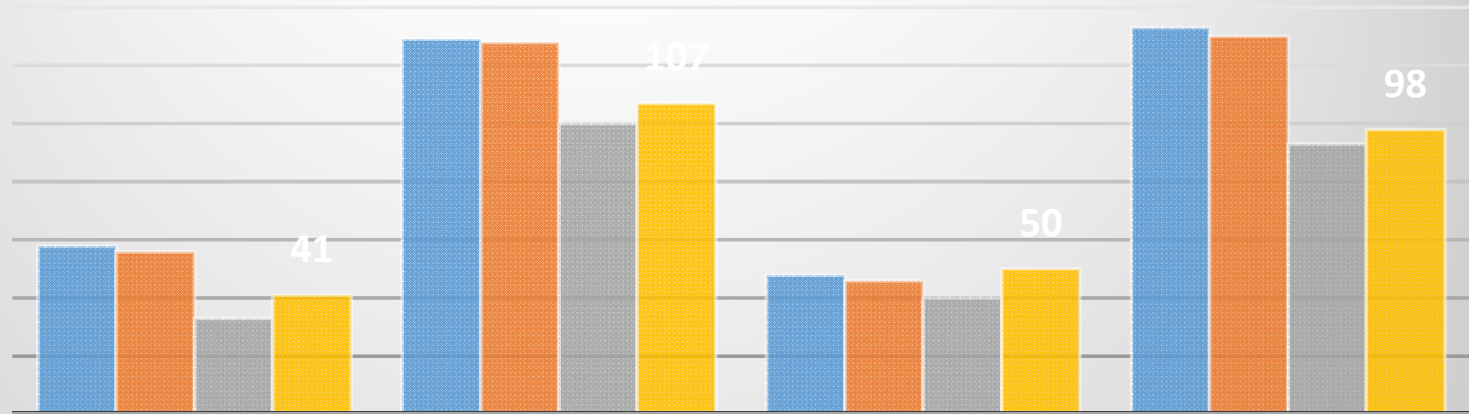
Out-of-Field Summary Report  
Report Based on FOCUS Data as of: 1/10/2018

<b>FACILITY</b>	<b>DATA</b>	<b>TOTAL</b>	<b>% OF TEACHERS</b>
ALTERNATIVE CENTER FOR EDU.	Sum of CRSE Teachers Out	1	11.1%
	Sum of ESOL Teachers Out	0	0.0%
BEACHLAND ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	3	8.1%
CITRUS ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	1	1.8%
	Sum of ESOL Teachers Out	6	10.7%
DODGERTOWN ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	1	2.6%
	Sum of ESOL Teachers Out	7	18.4%
FELLSMERE ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	10	20.8%
GIFFORD MIDDLE SCHOOL	Sum of CRSE Teachers Out	1	2.0%
	Sum of ESOL Teachers Out	6	12.0%
GLENDALE ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	5	11.6%
IMAGINE SCHOOLS AT SOUTH VERO	Sum of CRSE Teachers Out	2	4.1%
	Sum of ESOL Teachers Out	5	10.2%
INDIAN RIVER ACADEMY	Sum of CRSE Teachers Out	3	7.3%
	Sum of ESOL Teachers Out	8	19.5%
INDIAN RIVER CHARTER HIGH SCHL	Sum of CRSE Teachers Out	4	8.7%
	Sum of ESOL Teachers Out	1	2.2%
LIBERTY MAGNET SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	5	12.2%
NORTH COUNTY CHARTER SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	3	15.0%
OSCEOLA MAGNET SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	2	5.7%
OSLO MIDDLE SCHOOL	Sum of CRSE Teachers Out	5	9.3%
	Sum of ESOL Teachers Out	2	3.7%
PELICAN ISLAND ELEMENTARY SCHL	Sum of CRSE Teachers Out	1	2.7%
	Sum of ESOL Teachers Out	1	2.7%
ROSEWOOD MAGNET SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	1	2.6%
SEBASTIAN CHARTER JR HIGH	Sum of CRSE Teachers Out	2	14.3%
	Sum of ESOL Teachers Out	0	0.0%
SEBASTIAN ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	0	0.0%
SEBASTIAN RIVER HIGH SCHOOL	Sum of CRSE Teachers Out	10	8.8%
	Sum of ESOL Teachers Out	5	4.4%
SEBASTIAN RIVER MIDDLE SCHOOL	Sum of CRSE Teachers Out	2	3.1%
	Sum of ESOL Teachers Out	0	0.0%
ST. PETER'S ACADEMY	Sum of CRSE Teachers Out	6	75.0%
	Sum of ESOL Teachers Out	1	12.5%
STORM GROVE MIDDLE SCHOOL	Sum of CRSE Teachers Out	2	3.0%
	Sum of ESOL Teachers Out	5	7.6%

Out-of-Field Summary Report  
 Report Based on FOCUS Data as of: 1/10/2018

<b>FACILITY</b>	<b>DATA</b>	<b>TOTAL</b>	<b>% OF TEACHERS</b>
TREASURE COAST ELEMENTARY SCHL	Sum of CRSE Teachers Out	1	2.0%
	Sum of ESOL Teachers Out	9	18.0%
VERO BEACH ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	5	9.8%
	Sum of ESOL Teachers Out	9	17.6%
VERO BEACH HIGH SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	4	2.7%
WABASSO SCHOOL	Sum of CRSE Teachers Out	3	20.0%
	Sum of ESOL Teachers Out	0	0.0%
<b>Total Sum of CRSE Teachers Out</b>		<b>50</b>	<b>4.1%</b>
<b>Total Sum of ESOL Teachers Out</b>		<b>98</b>	<b>8.1%</b>

# SDIRC Out-of-Field Yearly Comparison



	Survey 2		Survey 3	
	Course	ESOL	Course	ESOL
■ 2014-2015	58	129	48	133
■ 2015-2016	56	128	46	130
■ 2016-2017	33	100	40	93
■ 2017-2018	41	107	50	98

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

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 AMENDMENT No. 1 - Special Revenue - Other  
 Special Revenue - Other**

<b>ESTIMATED REVENUE</b>					
	Revenue Code	Present Budget	Increase	Decrease	Revised Budget
Vocational Education Acts	3201	172,227.00	6,682.00	0.00	178,909.00
Workforce Innovation & Opportunity Act	3221	203,888.00	0.00	52,685.00	151,203.00
Teacher/Principal Train/Recruit (Title II)	3225	678,345.17	0.00	0.00	678,345.17
Individuals with Disabilities Education Act (IDEA)	3230	4,090,418.28	0.00	0.00	4,090,418.28
Title I	3240	4,745,576.51	602,243.90	0.00	5,347,820.41
21st Century Schools	3242	156,740.52	320,415.65	0.00	477,156.17
Federal Through State	3280	407.09	109,431.00	0.00	109,838.09
Miscellaneous Federal Through State	3290	0.00	0.00	0.00	0.00
Emergency Immigrant Education Program (Title III)	3293	143,015.00	726.79	0.00	143,741.79
<b>Totals</b>		10,190,617.57	1,039,499.34	52,685.00	11,177,431.91
<b>APPROPRIATIONS</b>					
	Function	Present Budget	Increase	Decrease	Revised Budget
Instructional Services	5000	5,183,135.00	312,309.66	0.00	5,495,444.66
Pupil Personnel Services	6100	1,221,330.00	65,712.45	0.00	1,287,042.45
Instructional & Media Services	6200	0.00	4,034.79	0.00	4,034.79
Instructional & Curriculum Development	6300	2,224,783.00	239,706.77	0.00	2,464,489.77
Instructional Staff Training	6400	828,573.57	78,359.96	0.00	906,933.53
Instructional Related Technology	6500	0.00	0.00	0.00	0.00
General Administration	7200	464,258.00	0.00	30,714.21	433,543.79
Central Services	7700	4,609.00	0.00	0.00	4,609.00
Transportation Services	7800	124,156.00	6,215.01	0.00	130,371.01
Community Services	9100	139,773.00	311,189.91	0.00	450,962.91
<b>Totals</b>		10,190,617.57	1,017,528.55	30,714.21	11,177,431.91

Adopted By Board: \_\_\_\_\_

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

**Special Revenue Other - Amendment # 1**

**ESTIMATED REVENUES:**

Total estimated revenues increased by \$986,813.37 for the months of July 1, 2017 through December 31, 2017

**Object Code 3201 - Vocational Education Act**

\$ 6,682.00 - Increase estimated revenue per Florida Department of Education Project Award Notification dated 12/7/17, 2017-2018 Carl Perkins Vocational Education  
\$ 6,682.00

**Object Code 3221 - Workforce Innovation & Opportunity Act**

\$ (52,685.00) - Decrease estimated revenue per revised grant application Adult Education grant  
\$ (52,685.00)

**Object Code 3240 - Title I**

\$ 276,926.00 - Increase revenue for estimated roll forward - Title 1, Basic  
\$ 17,756.00 - Increase estimated revenue per Florida Department of Education project award notification dated 12/12/17, 2017-2018 Title 1, Migrant  
\$ 308,560.00 - Increase revenue for 2017-2018 Title 1, School Improvement Grant dated 10/1/17  
\$ (998.10) - Decrease estimated revenue for fiscal Year 2016-2017 grant close out - Title 1, School Improvement Grant  
\$ 602,243.90

**Object Code 3242 - 21st. Century**

\$ (70,690.14) - Decrease estimated revenue for fiscal Year 2016-2017 grant close out, 21st. Century-Pelican Island Elementary  
\$ 245,350.00 - Increase estimated revenue per Florida Department of Education Project Award Notification dated 9/8/17, 2017-2018 21st. Century - Pelican Island  
\$ (1,083.21) - Decrease estimated revenue for fiscal Year 2016-2017 grant close out, 21st. Century  
\$ 146,839.00 - Increase estimated revenue per Florida Department of Education Project Award Notification dated 9/8/17, 2017-2018 21st. Century  
\$ 320,415.65

**Object Code 3280 - Federal Through Local**

\$ 20,386.00 - Increase estimated revenue for 2017-2018 SEDNET grant  
\$ 2,290.00 - Increase estimated revenue for 2017-2018 FDLRS grant  
\$ 62,960.00 - Increase estimated revenue for 2017-2018 TPCA Grant  
\$ 23,795.00 - Increase estimated revenue for 2017-2018 Carl Perkins Post Secondary  
\$ 109,431.00

**Object Code 3293 - Emergency Immigrant Education Program (Title III)**

\$ 79.32 - Increase estimated revenue for 2017-2018 Title III Enhanced /opportunity For Immigrants Grant  
\$ 647.47 - Increase estimated revenue for 2017-2018 Title III ESOL Grant  
\$ 726.79

\$ 986,814.34 Total net change in estimated revenue for the period July 1, 2017 - December 31, 2017

**APPROPRIATIONS:**

Appropriation changes reflect the amendment to functions for the grants amended to the estimated revenue listed above and for function shifts to cover grant expenditures through December 31, 2017



SURPLUS PROPERTY RECORDS RCY  
EQUIPMENT TO RECYCLE - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT		CURR VAL	GL	FUND	SERIAL	ACQ	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
			ORIG VAL	ACCUM DEPR											
00077865	DATAMATION 16	PC SECURITY CAR	1,665.00	1,665.00	.00	1383	530			03/22/2002	00207808	9999	00	RCY2	
00079744	PHASE I	SOFTWARE	3,498.00	3,498.00	.00	1382	500	LOADED ON CPU-0		04/14/2003	00303596	9999	00	RCY2	
00080611	LCD PROJECTOR B	5 LBS XGA JONES	761.36 *	761.36	.00	1383	500	99J7677B6634400		12/08/2003	00405947	9999	00	RCY2	
00080611	LCD PROJECTOR B	5 LBS XGA JONES	1,263.64 *	1,263.64	.00	1383	530	99J7677B6634400		12/08/2003	00405947	9999	00	RCY2	
00080612	LCD PROJECTOR 2	BENQ 5 LBS	2,025.00	2,025.00	.00	1383	530	99J7677B6634400		12/08/2003	00405947	9999	00	RCY2	
00081888	HITACHI 2000 LU	PROJECTOR LCD X	.00 *	.00	.00	1383	500	G4K000906		03/14/2005	00507778	9999	00	RCY2	
00081888	HITACHI 2000 LU	PROJECTOR LCD X	1,390.00	1,390.00	.00	1383	530	G4K000906		03/14/2005	00507778	9999	00	RCY2	
00082141	(AED) AUTOMATIC		1,500.00	1,500.00	.00	1340	500	101004295		05/20/2005	DONATION	9999	00	RCY2	
00082733	LP CR PLUS FULL	AED DEFIBRILLAT	1,798.00	1,798.00	.00	1340	500	34327163		05/22/2006	00608717	9999	00	RCY2	
00083641	77" SMARTBOARD	W/MOBILE STAND	1,872.00	1,872.00	.00	1340	530	N/A		12/11/2006	00703504	9999	00	RCY2	
00083690	ELMO, P10XGA VI	PROJECTOR	1,134.30	1,134.30	.00	1383	530	854090		01/08/2007	00704960	9999	00	RCY2	
00083694	ELMO, P10XGA VI	PROJECTOR	1,134.30	1,134.30	.00	1383	530	854079		01/08/2007	00704960	9999	00	RCY2	
00083700	INTEL CORE DUO	1.83GHZ MHZ FSB	1,215.00	1,215.00	.00	1383	530	CNU64828Y9		01/16/2007	00704957	9999	00	RCY2	
00083982	HP LP3065 30" W	PANEL MONITOR D	1,751.25 *	1,751.25	.00	1383	530	CNN70956TP		05/14/2007	00707716	9999	00	RCY2	FS
00083982	HP LP3065 30" W	PANEL MONITOR D	24.75 *	24.75	.00	1383	542	CNN70956TP		05/14/2007	00707716	9999	00	RCY2	FS
00084469	EPSON 83C PROJE	W/MOUNT, CEILING	2,169.66	2,169.66	.00	1383	530	JXJF768084L		09/17/2007	00708642	9999	00	RCY2	
00084992	POWERHEART AED	DEFIBRILLATOR	1,571.00	1,571.00	.00	1340	542	4183985		06/12/2008	00810657	9999	00	RCY2	
00085351	FITNESS/ACTIVIT	VERSION CD-ROM	1,500.00	1,500.00	.00	1382	542	N/A		09/30/2008	00902711	9999	00	RCY2	
00085662	BAROBICS PREK-3	VAST RACK MNT W	4,000.00 *	4,000.00	.00	1383	542	CLX090109R001		02/11/2009	00905421	9999	00	RCY2	T1
00085662	BAROBICS PREK-3	VAST RACK MNT W	32,000.00 *	32,000.00	.00	1382	542	CLX090109R001		02/11/2009	00905421	9999	00	RCY2	T1
00086040	SOFTWARE BAROBI	PREK-3 FIVE CON	107,155.18	107,155.18	.00	1382	542	N/A * TITLE-1 *		06/30/2009	00908185	9999	00	RCY2	T1
00086282	BAROBICS PRE K-	SOFTWARE SOLUTI	328,737.01	328,737.01	.00	1382	543	N/A BRUCE GREEN		10/07/2009	01002542	9999	00	RCY2	
00086395	BRETFORD POWERS	HOLDS I-PODS RE	1,084.32	1,084.32	.00	1383	542	A3900054		05/11/2010	01005409	9999	00	RCY2	
00086541	G3 PLUS AUTO AE	SOFT SIDED CARR	3,338.00	3,099.57	238.43	1340	500	4337339/IN CAFE		01/11/2011	DONATION	9999	00	RCY2	
00086626	HP 30-NOTEBOOK	CHARGING CART (	1,439.00	1,233.43	205.57	1383	543	SCV121000T		07/15/2011	01105554	9999	00	RCY2	RT
00086627	HP 30-NOTEBOOK	CHARGING CART (	1,439.00	1,233.43	205.57	1383	543	SCV1210017		07/15/2011	01105554	9999	00	RCY2	RT
00086641	HP-30 NOTEBOOK	CHARGING CART F	1,439.00	1,216.30	222.70	1383	543	SCV1190043		08/12/2011	01105554	9999	00	RCY2	
00086951	AED POWERHEART	W/CPR COACHING	1,494.00	978.21	515.79	1340	530	5115496		12/18/2012	01302242	9999	00	RCY2	
TOTAL			508,398.77	507,010.71	1,388.06										

\* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

RCY 2

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

Requesting Facility: TCCAE

Transfer To Facility: Surplus

Requesting Person: BARBARA MUSSCHWITZ

Contact Person: Rhonda Basancon

Property Record #	Item Description (make/model)	Serial #	Condition	Property Records Office use only
19744	PHASE I SOFTWARE	LOADED ON CPV	obsolete	
	this software was bought in 2003. no longer used.			

Barbara Musschwitz  
 Releasing Signature - Site/P.R. Custodian

Rhonda Basancon  
 Receiving Signature

1/4/2018  
 Date

1/4/18  
 Date Received

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

Original - Property Records Department  
Copy for your records





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

RCY-2

Requesting Facility: Beachland  
Requesting Person: David Durni

Transfer To Facility: Warehouse  
Contact Person: David Durni x 3346

Property Record #	Item Description (make/model)	Serial #	Condition	Property Records Office use only
✓ 0000086641	Black Laptop Cart	SCV1190043	GOOD	
✓ 0000077865	LAPTOP CART	N/A	GOOD	
	IN ROOM 406			
	IN MEDIA CENTER			
	School Dist 63847 submitted for pickup			

David Durni  
Releasing Signature - Site P.R. Custodian  
W. M. M...  
Receiving Signature

12/11/17  
Date  
12/13/17  
Date Received

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

Original - Property Records Department  
Copy for your records



















SURPLUS PROPERTY RECORDS ACT  
AUCTION ITEMS - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT		CURR VAL	GL	FUND	SERIAL	ACQ	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
			ORIG VAL	ACCUM DEPR											
00079650	C-28 2000 PLYMO	VOYAGER VAN	7,489.00	7,489.00	.00	1350	541	2C4FJ25B6YR8877		03/05/2003	00307815	9999	00	ACT2	FS
00082807	BOOKCASE DESK 9	COLOR-AVANT CHE	1,770.51	1,770.51	.00	1340	500	N/A		05/15/2006	00608449	9999	00	ACT2	
	TOTAL	2 RECORDS	9,259.51	9,259.51	0.00										







**Concerned Citizens of Gifford, FL  
C/O 4875 43<sup>rd</sup> Avenue  
Vero Beach, FL 32967**

September 5, 2017

Dr. Mark Rendell,  
Superintendent  
School District of Indian River County  
6500 57<sup>th</sup> Street  
Vero Beach, FL 32967

Dear Dr. Rendell:

On behalf of a diverse group of community residents, we solemnly request as Superintendent of the School District of Indian River County, to support and forward our recommendation to commemorate Mr. Joe N. Idlette, Jr.'s legacy of work in our School District, by renaming the Teacher Education Center (TEC) or the Technical Center for Career and Adult Education (TCCA) in his honor, to the District Board.

Mr. Idlette is a life-long resident of Indian River County. He graduated from Gifford High School, served in the United States Army and is a husband and father of six children. Mr. Idlette has vested himself in a multitude of venues in the Gifford/Indian River County community. These includes, his church - Mt Zion AME Church, the Progressive Civic League of Gifford, FL, Inc., the NAACP, GYAC and others.

In Mr. Idlette's quest to always be an instrumental force in providing an equal quality education for his children and all children of Indian River County, he encountered much opposition. During the late 60's and early 70's, in the face of threats of danger to himself and his family, he fought vigorously to integrate the schools of Indian River County. In his continued quest to make positive, concrete changes in our school system, he ran for a seat on the Indian River County School Board and in 1974, was successfully elected as the first African-American to serve on the Indian River County School Board.

During Mr. Idlette's tenure with the School Board, he was influential in advancing the position of Board members, as he steadfastly remained focused on the issues that would enhance and improve the Indian River County School District to benefit all children. With his gentle spirit, consistent tact and diplomacy, he helped to make our school district a more inclusive one.

We strongly feel that this is the opportunity to recognize and acknowledge Mr. Idlette's tremendous positive impact and contributions to the School District. This acknowledgement will also bring added pride to the African-American teachers, students and administrators.

By affording Mr. Idlette this honor, his legacy of contributions to the field of education will forever be enshrined in the hearts and minds of the citizens of Indian River County. He will be a beacon of what one can aspire to and achieve in service to the School District of Indian River County.

We the undersigned, sincerely hope that you will feel in your heart, the desire we feel to support this small request, by renaming the TEC or the TCCA after Joe N. Idlette, Jr., and move this request forward enthusiastically and expeditiously. We would like to meet with you, at your earliest convenience, to discuss this request in more detail. If additional information is needed, please do not hesitate to contact me at (772) 567-7290. We thank you for your usual cooperation.

Respectfully submitted,



Dr. A. Ronald Hudson

Tony Brown

Willie Finklin

Dr. A. Ronald Hudson

Rev. Sylvester McIntosh

Mary B. McKinney

Angelia Perry

Rev. Benny Rhyant

John Thornton

Dr. Jackie Warrior

Freddie Woolfork

## The School Board of Indian River County

### Bylaws & Policies

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.

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## 7250 - COMMEMORATION OF SCHOOL FACILITIES

### Commemoration of District Facilities

The School Board recognizes that the naming of schools and facilities is important to the public image of the school system and to the community it serves. The sole responsibility for the naming of any and all District facilities rests with the Board upon recommendation by the Superintendent. School buildings, outdoor facilities, and facilities within the school campus such as a stadium, media center, gymnasium, auditorium, and any other component part of a school, may be named for geographical locations, general features of the area, developments in which the school facilities are located, individuals, and such other names that in the judgment of the Board are deemed appropriate. New schools and facilities will not be named after an individual as a matter of general policy. Additionally, an existing school will not, as a matter of general policy, have its name changed to that of an individual. Notwithstanding, for exceptional circumstances the Board reserves the right by a super majority vote to name a school after an individual who has been deceased for a minimum of three (3) years. And, for exceptional circumstances the Board reserves the right by a super majority vote to name a facility within a school after an individual, deceased or living.

The exceptional circumstances which may result in a school or facility being named after an individual, will include a finding made by the Board with a super majority vote that the individual was or is an outstanding civic, educational, or philanthropic leader of local, State, or national repute. For exceptional circumstances as determined by the Board, the name of a school or facility may be changed on a super majority vote of the Board. (As used in this policy, the term "super majority vote" shall mean one (1) vote more than a simple majority vote of a quorum present.) It is the Board's policy that on a super majority vote finding exceptional circumstances to exist, a school may be named after an individual deceased for a minimum of three (3) years, and, for exceptional circumstances a super majority of the Board may name a facility within a school after an individual, deceased or living.

### New Schools

The naming of a new school shall involve a name selection team selected by the principal of the new school to include, but not be limited to, District employees, community members, parents, and students residing in the potential attendance area for the school. The selection team will recommend no more than three (3) names to the Superintendent who, with advice from the Superintendent's Leadership Council, will consider the determination of the committee and make a recommendation to the Board. The Superintendent may recommend other names to the Board as deemed appropriate.

### Existing and New Facilities

The Board will consider requests to name or rename existing or new school facilities such as a stadium, media center, playground, theater, gymnasium, auditorium etc. Such requests must be reviewed by the name selection team in the same manner as outlined above with the selection team including, but not being limited to, the principal of the school, District employees, community members, parents, students, representatives of the School's Advisory Council, PTA, student government, and student council. The name selection team will recommend a name by majority vote of the team. The principal will then forward the name recommended by majority vote of the team to the Superintendent within forty-five (45) days of the decision of the team. The Superintendent will forward that recommended name to the Board along with his/her recommendation.

Each educational plant and ancillary plant owned by the Board shall include a plaque installed on the exterior wall of

the plant which identifies by name the Board members and Superintendent in office who approved the financing for the plant, and the Board members and Superintendent in office at the time of dedication or rededication of the plant.

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Superintendent's Facility Naming Committee Meeting  
Monday, November 27, 2017, 4:00 p.m. – 5:00 p.m.  
J. A. Thompson Administrative Center, Superintendent's Conference Room

Committee Members Present:

Dr. Mark J. Rendell  
Mrs. Carol Johnson  
Mrs. Alma Lee Loy  
Mr. Freddie Woolfork  
Mrs. Ruth Stanbridge

Committee Members Absent:

Mr. Tony Brown  
Mr. Casey Lunceford

Dr. Rendell began the meeting by welcoming everyone and thanking them for their time. He explained that Board Policy requires him to convene a committee when the District is asked to name something after someone. He stated that this is the only time this Committee will need to meet for now, unless the group can't come to a decision. He reviewed the documents and the Board Policy that made up the packet in front of them.

Dr. Rendell informed the group that there are two requests. The first request is from the Principal of Wabasso School to officially change the name from Wabasso Elementary School to Wabasso School. He has checked with the State and this has already been fixed. The official name of the school is Wabasso School, here at the District and with the State. Mr. Woolfork stated that it makes sense because Pre-K to Age 22 is not elementary. Dr. Rendell said that he wanted to follow protocol and share this with the committee, even though it has been fixed already.

The second request received by Dr. Rendell was from a group of citizens asking to name the Teacher Education Center (TEC) or the Technical Center for Career and Adult Education (TCCA) in honor of Mr. Joe N. Idlette, Jr.

Dr. Rendell stated that the District has several buildings at several schools that are named after people. For example, the Jake Taylor Gym at Gifford Middle School, the James Sammons Auditorium in the Vero Beach High School Performing Arts Center, and the Billy Livings Field at Vero Beach High School.

Mrs. Johnson said that Joe's impact was made as a School Board Member. He is entitled to the greater honor of the being named for the TEC. He was in office for twenty years. She continued by saying that at the State level, he was listened to with a great deal of respect. Mrs. Stanbridge agreed. His quiet demeanor carried the day. Mrs. Loy stated that she was hoping this meeting was something to honor Joe Idlette. He didn't say much, but when he did, people listened. Mr.

Woolfork used the analogy of hanging an athlete's jersey in the gym where he played. Joe made his mark in that Board Room.

The vote was unanimous among the four committee members present, to name the TEC in honor of Joe Idlette. Dr. Rendell said that he would reach out to the two absent members for their opinions. He will also reach out to Dr. Hudson, who wrote the letter. He stated that Mr. Idlette was a rare individual and the entire community recognizes his efforts. Mrs. Stanbridge added that important decisions will be made in that room. Mrs. Loy suggested that the sign/picture be placed so that it is always on the TV. Mrs. Stanbridge stated that naming things after people in the community gives a sense of place.

Dr. Rendell informed the group that the School Board needs to approve this. He will make the recommendation in the January 23, 2018 Board Business Meeting. Mrs. Johnson stated that this committee should attend the meeting. The meeting begins at 6:00 p.m.

There was a brief discussion on the Winter Beach School site that Mrs. Johnson found in the property records that was sold to help fund the J.A. Thompson Building.

The group also discussed the historical marker that will be placed at Gifford Middle School. The Cultural Council is restoring the sundial and the façade is being cleaned up. Principal Jones has ideas of setting up a storage room for artifacts from Gifford High School and calling it the Legacy Room. She may also set some items in the Media Center so kids will see it every day. She can arrange it so that the community may come and view the memorabilia after school hours. We are hoping to have this ready by February 24, 2018.

The meeting adjourned at 4:40 p.m.

Members Casey Lunceford and Tony Brown were subsequently contacted by Dr. Rendell and both gave their approval for naming the TEC after Mr. Idlette.

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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

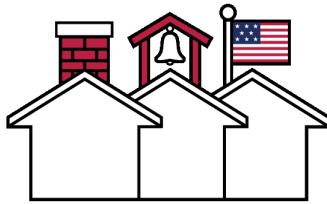
3129	Conflict of Interest	REVISED - District Requested. Clarifies that employees may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts associated with Federal grants/awards	Mr. Green
4121.01	Criminal Background and Employment History 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
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	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.	Mr. Teske

5111.01	Homeless Students	<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.	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	REVISED. 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,

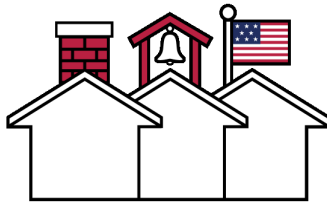
and administrative personnel at the school district level. At a minimum, the written annual report shall contain the following information:

- 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. 943.0425, 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.

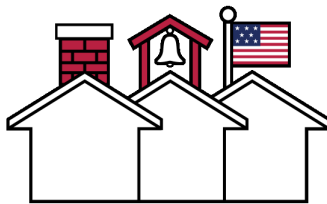
Although permissible by State law, the District will not share information received as the result of the criminal background check with other school districts.

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.

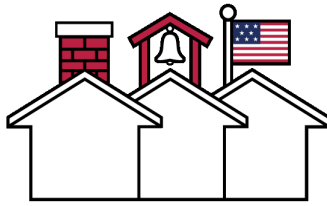
Revised 4/12/16

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.

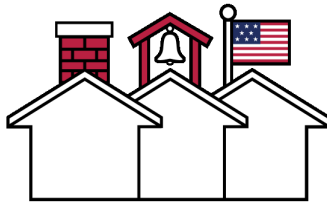
Pursuant to Federal law, the specific requirements to attain "highly qualified" status are established by the Florida Department of Education.

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,

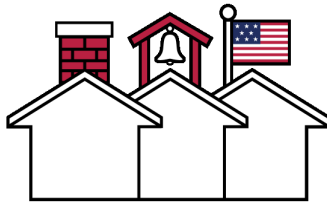
and administrative personnel at the school district level. At a minimum, the written annual report shall contain the following information:

- 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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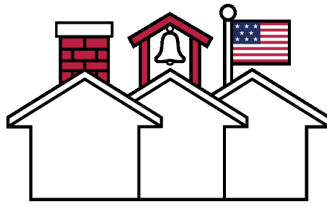
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F.S. 435.09, 943.0585(4)(a), 943.059(4)(a), 1001.10(5), 1012.27(6), 1012.315

F.S. 1012.32, 1012.56

Last Modified by Bruce Green on November 14, 2017





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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.

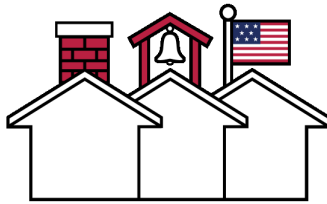
Revised 4/12/16

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.

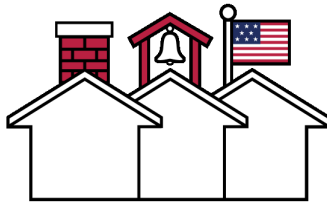
Instructional paraprofessionals working for a Title I supported program may be assigned to duties as follows:

- 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,

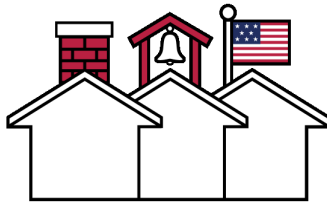
and administrative personnel at the school district level. At a minimum, the written annual report shall contain the following information:

- 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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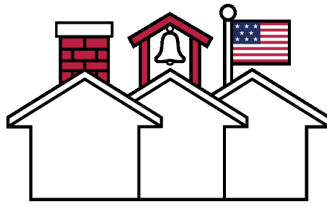
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F.S. 435.09, 943.0585(4)(a), 943.059(4)(a), 1001.10(5), 1012.27(6), 1012.315

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.

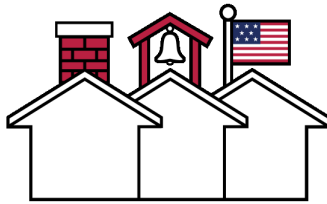
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Legal                    F.S. 112.312, 112.313, 1006.32  
                                  2 C.F.R. 200.112, 200.113, 200.138

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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.](#)

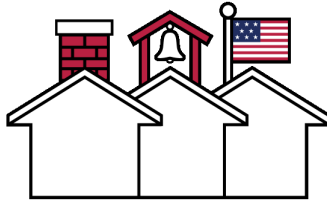
Cross References [ap5111 - ADMISSION TO THE DISTRICT](#)

[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.~~ **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

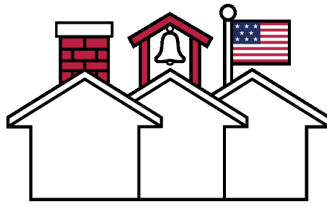
F.S. 1002.31

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

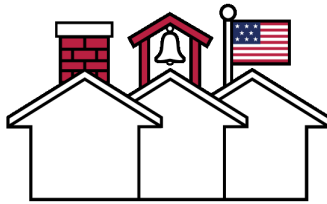


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Revised 3/4/14 Revised 4/12/16 Revised 11/22/16

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 award 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)

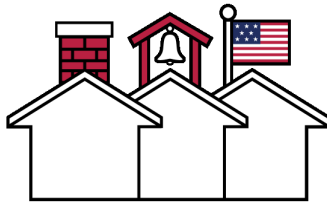
### **Maintenance of Procurement Records**

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 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.

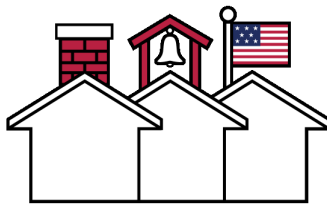
#### **Prohibitions on Expenditures**

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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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~~

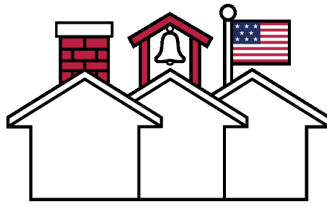
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Revised 11/22/16 Revised 2/14/17

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Book Policy Manual  
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 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](#)

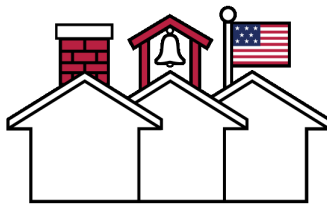
[F.A.C. 69I-73.005](#)

[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  
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 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)

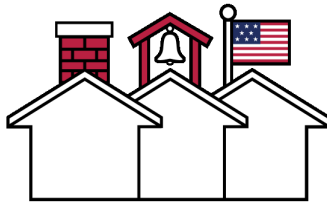
Instructional staff and their students may use Board-owned technology resources to access and use social media for educational purposes, provided the Principal approves, in advance, such access and use. Students must comply with Policy 7540.03 and Policy 5136 when using Board approved technology resources 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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**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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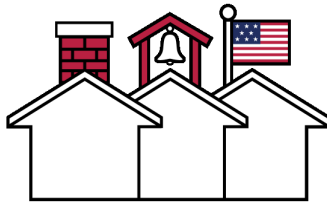
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F.S. 768.095

F.S. 768.28

Art. X, Sec. 13, Fla. Constitution

Last Modified by Bruce Green on November 9, 2017



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**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)

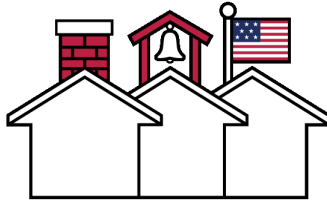
SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs

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## **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.~~

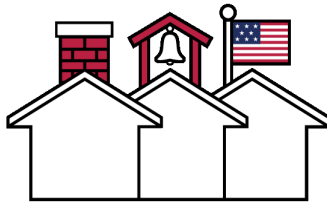
~~[ ] Staff members are encouraged to join such organization(s) in their related area(s) of specialization or interest.~~

~~[ ] 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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## **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 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.~~

© Neola 2017

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

# 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.**

T:\REVIEWS\Easements Granted\2017-EG-215 Beachland Elementary\Tx Utility Easement\_PWalther\_Oct 30 2017.doc

Phone: (772) 978-4870 - Fax: (772) 978-4879 - E-mail: pweng@covb.org

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 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 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:

Shawn R. Frost

Print name: Mr. Shawn R. Frost  
School Board Chairman

By: Mark J. Rendell

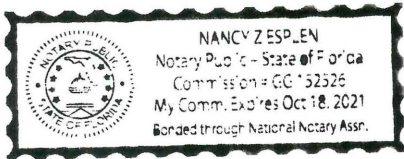
Print Name: Dr. Mark J. Rendell  
Superintendent of Schools

[SEAL]

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of January, 2018 by Dr. Mark Rendell, as Superintendent of Schools, and attested by Shawn R. Frost, as School Board Chairman, on behalf of Grantor. They are personally known to me.

Nancy Z Espen  
Notary Public  
Print Name: Nancy Z. Espen  
My Commission No.: GG152526  
My Commission Expires: 10/18/21

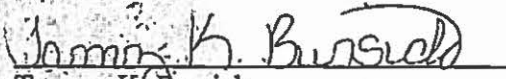



**ACCEPTANCE OF CONVEYANCE**

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:   
\_\_\_\_\_  
James R. O'Connor  
City Manager

[CITY SEAL]

Date: 2/14/18

**ADMINISTRATIVE REVIEW**  
(For Internal Use Only—Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency:

Approved as to technical requirements:

  
\_\_\_\_\_  
Wayne R. Comert  
City Attorney


  
\_\_\_\_\_  
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;

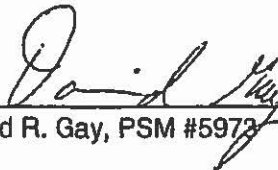
Thence North 89°22'48" East for a distance of 20.00 feet;

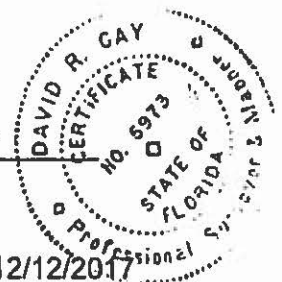
Thence South 00°37'12" East for a distance of 14.03 feet;

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





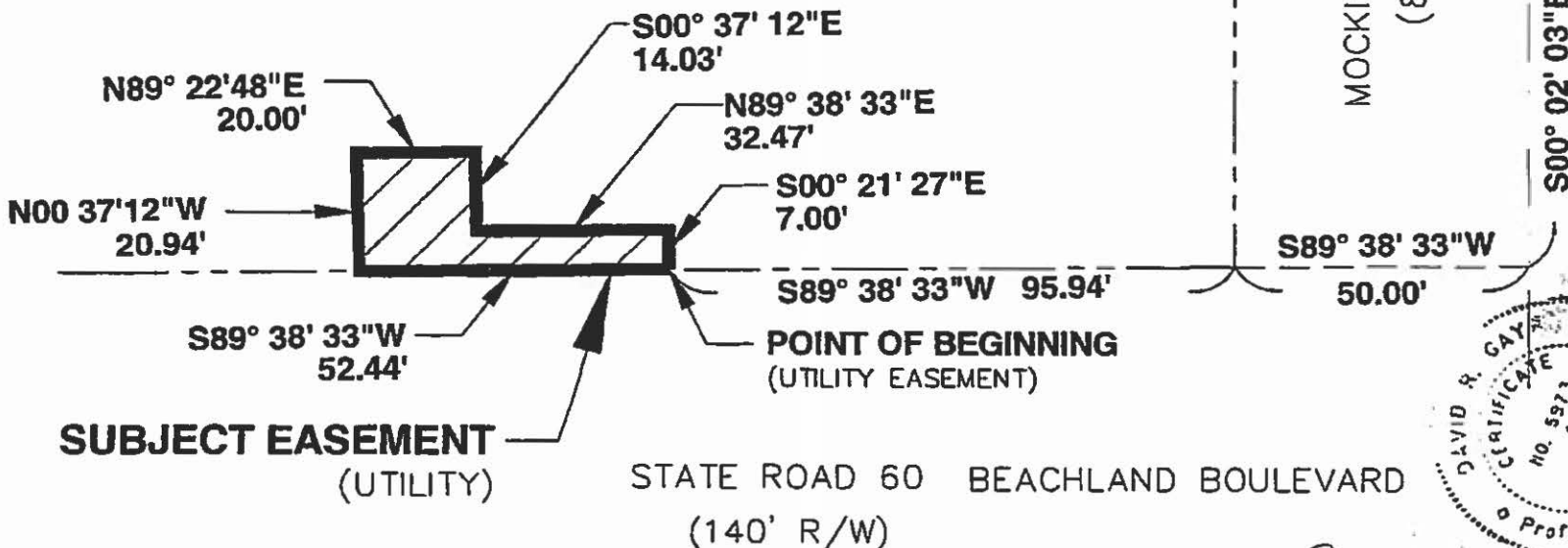
SCALE 1" = 30'

**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

MOCKINGBIRD DRIVE  
(80' R/W)



*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.	AUTHORIZED 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**

T:\REVIEWS\Easements Granted\2017-EG-217 Citrus Bowl\Tx Utility Easement\_PWalther\_Nov 15 2017.doc

Phone: (772) 978-4870 - Fax: (772) 978-4879 - E-mail: pweng@covb.org

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:

Shawn R Frost

Print name: Mr. Shawn R. Frost  
School Board Chairman

By: Mark J Rendell

Print Name: Dr. Mark J. Rendell  
Superintendent of Schools

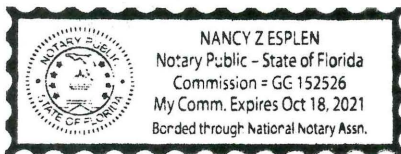
[SEAL]

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of January, 2018 by Mark Rendell, Ed.D., as Superintendent of Schools, and attested by Shawn R. Frost, Chair, as School Board Chairman, on behalf of Grantor. They are personally known to me.

Nancy Z Espen

Notary Public  
Print Name: Nancy Z-Espen  
My Commission No.: GG 152526  
My Commission Expires: 10/18/21

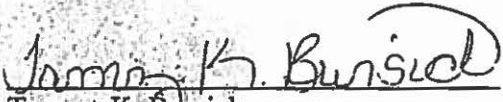



**ACCEPTANCE OF CONVEYANCE**

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:   
\_\_\_\_\_  
James R. O'Connor  
City Manager

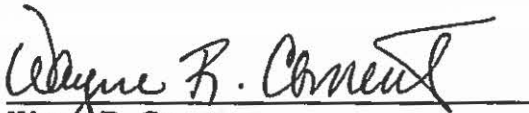
[CITY SEAL]


Date: 2/14/18

**ADMINISTRATIVE REVIEW**  
(For Internal Use Only—Sec. 2-77 COVB Code)

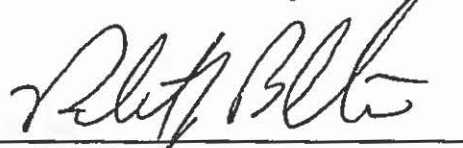
Approved as to form and legal sufficiency:

Approved as to technical requirements:

  
\_\_\_\_\_  
Wayne R. Coment  
City Attorney

  
\_\_\_\_\_  
William T. Fletcher  
Director, Electric Utility Operations

Approved as to technical requirements:

  
\_\_\_\_\_  
Robert J. Bolton  
Director, Water & Sewer

**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;

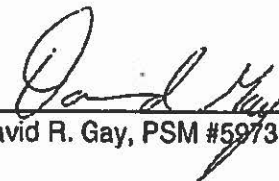
Thence from the Point of Beginning continue North 00°34'56" East along said east right of way line a distance of 16.00 feet;

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;

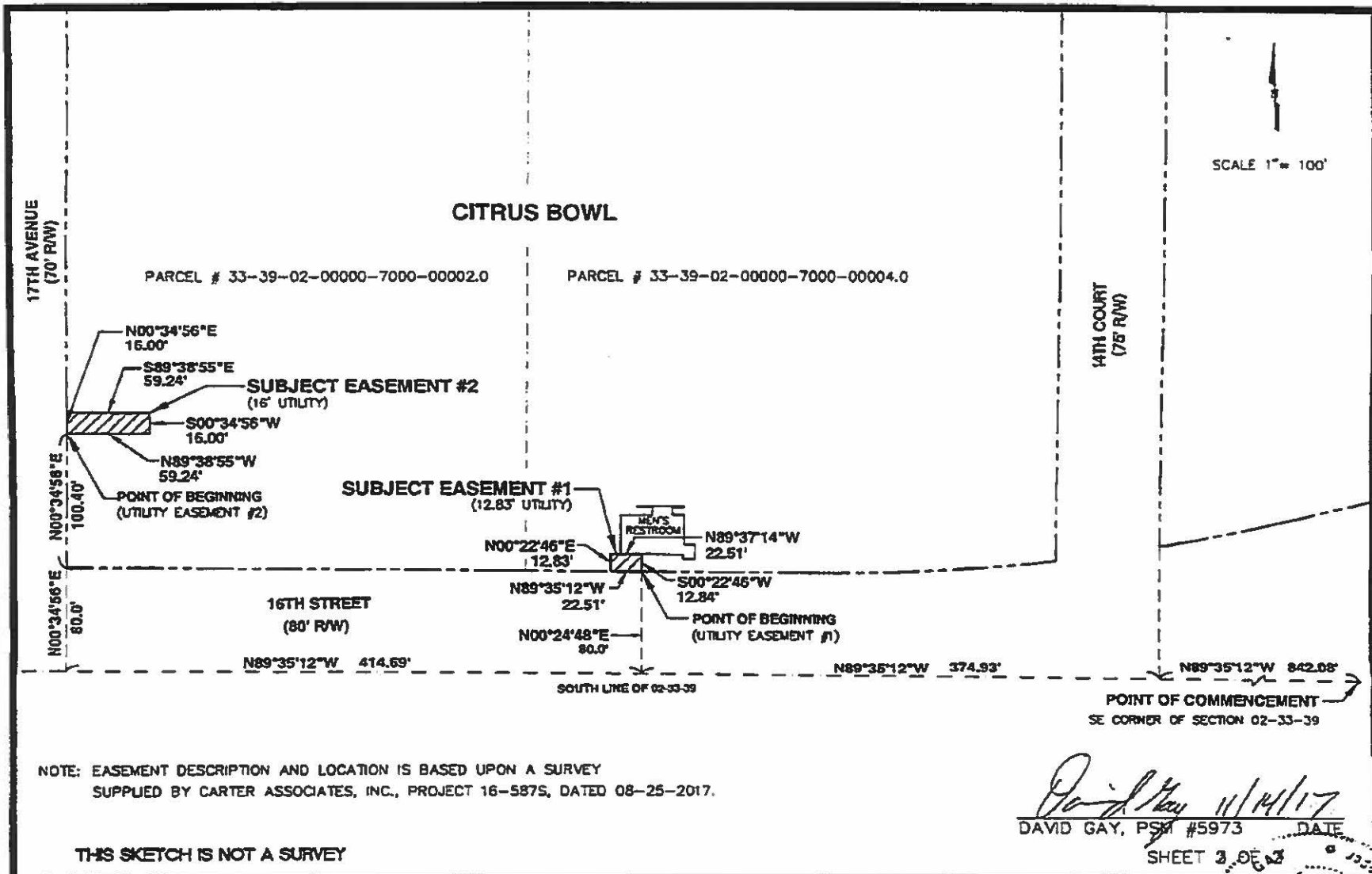
Thence North 89°38'55" West for a distance of 59.24 feet to the east right of way line of 17th Avenue and Point of Beginning;

Said Easement containing 948 square feet more or less;

  
\_\_\_\_\_  
David R. Gay, PSM #5973



SCALE 1" = 100'



NOTE: EASEMENT DESCRIPTION AND LOCATION IS BASED UPON A SURVEY  
 SUPPLIED BY CARTER ASSOCIATES, INC., PROJECT 16-5875, DATED 08-25-2017.

*David Gay* 11/14/17  
 DAVID GAY, PSM #5973 DATE  
 SHEET 3 OF 3

THIS SKETCH IS NOT A SURVEY

CITY OF VERO BEACH	SKETCH OF PROPERTY DESCRIPTION UTILITY EASEMENTS CITRUS BOWL SECTION 02-33-39	EXHIBIT "A"		REC. NO.	
DEPARTMENT OF PUBLIC WORKS		CITY PROJECT NO. 2017-EG-217			
SURVEY & ENGINEERING DIVISION		DATE 11/2017	DRAWN BY DG	CHECKED BY MKF	PROFESSIONAL ENGINEER STATE OF FLORIDA No. 12373 Exp. 12/31/2018



FLORIDA DEPARTMENT OF EDUCATION  
BUDGET NARRATIVE FORM

A) Name of Eligible Recipient/Fiscal Agent: Indian River County School District

B) DOE Assigned Project Number: \_\_\_\_\_

C) TAPS Number: 18A120

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
FUNCTION	OBJECT	ACCOUNT TITLE AND NARRATIVE	FTE POSITION		% ALLOCATED to this PROJECT	ALLOWABLE DOE USE ONLY	REASONABLE DOE USE ONLY	NECESSARY DOE USE ONLY
5100	120	Classroom Teachers -Supplemental Pay to support On-Campus Intervention (alternative to suspension) beyond contracted day	0	\$ 25,000.00	100%			
5100	210	Retirement FRS @ 7.92% -Supplemental Pay to support On-Campus Intervention (alternative to suspension) beyond contracted day	0	\$ 1,980.00	100%			
5100	220	Social Security FICA @ 7.65% -Supplemental Pay to support On-Campus Intervention (alternative to suspension) beyond contracted	0	\$ 1,912.50	100%			
5100	240	Workers Compensation @ 1.47% - Supplemental Pay to support On-Campus Intervention (alternative to suspension) beyond contracted day	0	\$ 367.50	100%			
5100	360	Rentals - Software licenses (Gizmo, BrainPOP, Study Island) to support STEM and literacy across content areas	0	\$ 7,500.00	100%			
5100	510	Supplies - Lab materials and supplies to support STEM education; biology and chemistry STEM kits; microspode slides; consumables	0	\$ 33,014.60	100%			
5100	642	Non-capitalized Furniture, Fixtures, and Equipment - cordless microscopes, digital microscopes, electronic scale, hot plates, lab carts	0	\$ 25,000.00	100%			
6400	120	Classroom Teachers -Supplemental Pay for Professional Development beyond contracted day - On-Campus Intervention/ restorative	0	\$ 2,000.00	100%			
6400	210	Retirement FRS @ 7.92% - Supplemental pay beyond contract hours for staff participaing in training -restorative justice	0	\$ 158.40	100%			
6400	220	Social Security FICA @ 7.65% - Supplemental pay beyond contract hours for staff participaing in training - restorative justice	0	\$ 153.00	100%			
6400	310	Other Purchased Services -Professional Technical Services/Consultants -STEM, Instructional Practices, online digital content and software	0	\$ 5,000.00	100%			
6400	750	Substitutes for classroom teachers to attend professional development during the instructional day	0	\$ 4,400.00	100%			
7200	790	Indirect cost @ 8.11%	0	\$ 6,608.51	100%			
<b>D) TOTAL</b>				<b>\$</b>	<b>113,094.51</b>			





**DOE USE ONLY (Program)**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

**Printed Name:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**DOE USE ONLY (Grants Management)**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

**Printed Name:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



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School District of Indian River  
**CHARTER SCHOOL RENEWAL**

**CHARTER SCHOOL:** Indian River Charter School

**REVIEWED BY:** Charter School Application Review Committee

**Meets the Standards** - Appropriate information and/or evidence of documentation is in place at all levels and fully supports implementation.

**Partially Meets the Standards** - Necessary information and/or evidence of documentation incomplete or is not in place at some levels or does not fully support implementation.

**Does Not Meet the Standard** - Materially Deficient - Explained in comment section.

Indicators	M	P	D	COMMENTS
1. Evidence of participation in the state's education accountability system created in s. 1008.31, or evaluation of meeting the requirements for student performance stated in the charter. (1002.33 (8)(a))	10	0	0	A review of the information shows that IRCHS is meeting the state's education accountability requirements.
2. Evidence of meeting generally accepted standards of fiscal management. (1002.33 (8)(a))	10	0	0	The provided evidence supports this indicator.
3. No violations of law. (1002.33 (8)(a))	10	0	0	Upon review, there were no violations of law noted.
4. No evidence of other good cause to not renew the charter. (1002.33(8)(a))	10	0	0	No evidence of other good cause to not renew the charter was noted.
5. Evidence that the school's mission, the students to be served, and the ages and grades match the charter. (1002.33(7) (a) 1)	10	0	0	A review of the information submitted showed that the school's mission and students to be served matched the charter.
<p>6. Evidence that the focus of the curriculum, the instructional methods to be used, any distinctive instructional techniques to be employed, and identification and acquisition of appropriate technologies needed to improve educational and administrative performance which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards is provided. This shall include:</p> <p>Reading as a primary focus of the curriculum and resources are provided to identify and provide specialized instruction for students who are reading below grade level. The reading strategies are consistent with current Florida standards, and are research based.</p> <p>Instructional methods for blended learning courses consisting of both traditional classroom and online instructional techniques. (1002.33 (7)(a) 2)</p>	10	0	0	<p>Evidence of core and supplemental curriculum provided support for this indicator.</p> <p>Appropriate use of instructional technology was provided.</p>

Indicators	M	P	D	COMMENTS
<p>7. Evidence of current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. This shall include:</p> <p>Evidence displaying analysis of the baseline student academic achievement levels and prior rates of academic progress.</p> <p>Evidence displaying analysis of baseline rates compared to rates of academic progress achieved by these same students while attending the charter school.</p> <p>Evidence displaying the evaluation of the rates of progress compared to closely comparable student populations. (1002.33 (7)(a) 3)</p>	10	0	0	IRCHS has a system in place to progress monitor student achievement, including a review of baseline data.
<p>8. Evidence of methods used to identify the educational strengths and needs of students and how well educational goals and performance standards are met by students attending the charter school. The methods shall provide a means for the charter school to ensure accountability to its constituents by analyzing student performance data and by evaluating the effectiveness and efficiency of its major educational programs. (1002.33 (7)(a) 4)</p>	10	0	0	A review of the information submitted showed that the school's educational program is effective.
<p>9. Evidence of the method used for determining that a student has satisfied the requirements for graduation (1002.33 (7)(a) 5)</p>	10	0	0	Provided evidence supports this indicator.
<p>10. Evidence of a method for resolving conflicts between the governing board of the charter school and the School Board. (1002.33 (7)(a) 6)</p>	10	0	0	The current contract outlines an arbitration process for resolving conflicts.
<p>11. Documentation of the admissions procedures and dismissal procedures, including the school's code of student conduct. (1002.33 (7)(a) 7)</p>	2	5	3	The committee found a need to increase communication between IRCHS and the District's two traditional comprehensive high schools. SESIR violations should be recorded in the Student Information System. There should be a clear discipline procedure for students with disabilities. A plan should be in place to address dismissal and discipline procedures with regular progress monitoring by the School District.

<p>12. Documentation of the ways by which the school will achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the same school district. (1002.33 (7)(a) 8)</p>	2	6	2	<p>IRCHS indicated that they currently only have one African American teacher. Based on the student demographic data provided, 5.4% of their student population is African American. This racial/ethnic balance is not reflective of the community it serves. The committee recommends that a plan should be in place to increase the number of African American students and faculty at the school with regular progress monitoring by the School District.</p>
<p>13. Documentation demonstrating sound financial and administrative management of the school, including a reasonable demonstration of the professional experience or competence of those individuals or organizations operating the charter school or those hired or retained to perform such professional services and the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the charter school. Evidence of internal audit procedures and controls which ensure that financial resources are properly managed. (1002.33 (7)(a) 9)</p>	10	0	0	<p>Provided evidence supports this indicator.</p>
<p>14. Evidence of the asset and liability projections compared to the same information provided in the annual report of the charter school. (1002.33 (7)(a) 10)</p>	10	0	0	<p>Provided evidence supports this indicator.</p>
<p>15. A description of procedures that identify various risks and provide for a comprehensive approach to reduce the impact of losses; plans to ensure the safety and security of students and staff; plans to identify, minimize, and protect others from violent or disruptive student behavior; and the manner in which the school will be insured, including the terms and conditions thereof and the amounts of coverage. (1002.33 (7)(a) 11)</p>	10	0	0	<p>Provided evidence supports this indicator.</p> <p>Inspections of the buildings were complete.</p> <p>Safety measures are in place, including a visitor check-in system.</p>
<p>16. Evidence demonstrating that sufficient progress has been made in attaining the student achievement objectives of the charter.</p>	10	0	0	<p>The School Grade and other academic measures provided support this indicator.</p>
<p>17. Certificate of occupancy for the facilities to be used at the current location. (1002.33 (7)(a) 13)</p>	10	0	0	<p>Current Certificate of Occupancy was in place.</p>
<p>18. Evidence of the qualifications required of the teachers and evidence of strategies used to recruit, hire, train, and retain qualified staff to achieve best value. (1002.33 (7)(a) 14)</p>	10	0	0	<p>Provided evidence supports this indicator.</p>

19. Documentation of the governance structure of the school, including the status of the charter school as a public or private employer. (1002.33 (7)(a) 15)	10	0	0	Governance structure was provided with status of private employer.
20. Full disclosure of the identity of all relatives employed by the charter school who are related to the charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decision-making authority. For the purpose of this subparagraph, the term "relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. (1002.33 (7)(a) 18)	10	0	0	Disclosure statement was provided. Father/son relationship was acknowledged. Process was in place for Father (Board member) to abstain from all actions affecting pay, promotion, or other substantial decisions regarding son (Assistant Director).
21. Documentation of the activities authorized under s. 1002.331(2) by a charter school satisfying the eligibility requirements for a high-performing charter school. (1002.33 (7)(a) 19)	10	0	0	Evidence of the Schools of Excellence designation and proof of being classified as a high performing charter school were provided.

Based on the ratings of the criteria above, do you, as a member of the Charter School Application Review Committee recommend to the Superintendent the approval of this charter school renewal application?	Yes 10	No 0	All members voted in favor of recommending the approval of the IRCHS renewal application.
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Signature Bruce A. Green Date 12/15/17

Bruce Green, Chairman, Charter School Application Review Committee

## **Indian River Charter High School Contract Renewal Background Information**

Indian River Charter High School's charter contract with the School Board of Indian River County expires on June 30<sup>th</sup>, 2018. Florida Statute 1002.33 states that a charter may be renewed, provided that a program review is completed and none of the grounds for nonrenewal has been document.

District staff reviewed statute and created a program review with 21 indicators covering the criteria set forth in statute. Staff then met with representatives from Indian River Charter High School beginning in May of 2017 to establish the renewal process and refine the program review.

Board Policy 9800 establishes the Charter School Application Review Committee (ARC). The purpose of this committee is to identify deficiencies in the application and/or areas that require clarification to fully evaluate the quality of the application or the capacity of the group to properly implement the proposed plan.

The members who served on the ARC committee to review Indian River Charter High School's renewal application were:

- Bruce Green (Chair), Assistant Superintendent of Technology, Assessment, and Human Resources / Charter School Liaison
- Carter Morrison, Assistant Superintendent of Finance and Employee Services
- Jon Teske, Assistant Superintendent of Operations
- Chris Taylor, Director of Assessment and Accountability
- Dr. Peggy Jones, Executive Director of Secondary Education
- Dr. Edwina Suit, Executive Director of Human Resources
- Heather Clark, Director of Exceptional Student Education
- Karen Malits, Director of Federal Programs
- Donna Alderman, Accounting Specialist
- Laurie Jansen Silva, Certification Analyst
- Suzanne D'Agresta, Board Attorney

In November of 2017, IRCHS submitted application renewal documents to the ARC for review. On December 1<sup>st</sup>, 2017, the ARC held a publicly noticed meeting in the Teacher Education Center (TEC) to hear a presentation from the Indian River Charter High School's administrative team. District staff were given the opportunity to ask clarifying questions and request more documentation as needed.

On December 15<sup>th</sup>, 2017, the ARC held a second publicly noticed meeting in the TEC to conduct the program review and recommend approval or denial of the application to the Superintendent. The committee individually reviewed and rated each indicator based on their own program review, along with input from the content area experts. The committee then took a roll call vote and unanimously voted to recommend approval of the charter school renewal application to the Superintendent.

Application documents submitted by IRCHS can be viewed at: <https://www.indianriverschools.org/images/school-board/2017-2018-Meetings/Agendas/2018-01-23-Business-Meeting-Agenda-Attachment-A-F.pdf>. The documents are also available in the School Board office.

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## **GMP Proposal for the Renovations and Additions at the SDIRC Gifford Adult Education Technical Center**

January 8, 2018

Mr. Nick Westenberger  
Director of Facilities, SDIRC  
6055 62<sup>nd</sup> Avenue  
Vero Beach, FL 32967

### **RE: New Classroom Building and Renovations at Buildings 2 & 3**

Dear Mr. Westenberger:

Summit Construction is pleased to provide this Proposal for The Renovations and Additions at the Gifford Adult Education Technical Center.

This Proposal is based on the qualifications listed herein, attached cost breakdown, and the current construction drawings and specifications, as prepared by Donadio & Associates Architects, dated December 13, 2017.

<u>Preconstruction Services</u>	<u>\$ 60,000.00</u>
<u>Cost for New Classroom Building 4</u>	<u>\$ 947,600.00</u>
<u>Cost for Buildings 2 &amp; 3 renovations</u>	<u>\$ 306,500.00</u>
<u>Cost for Civil Site work</u>	<u>\$ 286,000.00</u>
<u>Total GMP</u>	<u>\$1,600,100.00</u>

Thank you for this opportunity. Please feel free to contact us with any questions upon further review.

Warmest regards,

Brad Schuh, President



## PROPOSAL QUALIFICATIONS

**\*\*Schedule is based on no SDIRC summer school at the construction location**  
**\*\* SDIRC will need to relocate from either Building 2 or 3 at onset of Project so that Summit can start work promptly in January**

# 1

## Division 1 General Conditions

Construction & Project Management – performed by Summit Construction of Vero Beach:

- Project management and administration
- Scheduling and quality control
- Progress meetings, progress scheduling, payment applications, etc.
- Safety, security and Jessica Lunsford requirements
- All punch list and warranty services as per contract
- SDIRC Permitting as required
- Project documentation, photos, videos as required
- Contract administration as per Contract
- Daily construction cleanup and final cleaning

Direct Costs for Construction Work Include:

- Construction labor and site superintendents
- General conditions include field supervision, dumpsters, temporary protection, temporary walls and stairs, small tools, common labor, temporary fencing/signage, temporary toilets, soil/concrete testing, final cleaning, storage/office trailer rentals, equipment rentals, safety, security, etc.
- All direct subcontracted material, labor and equipment
- Rental of materials, supplies and equipment for mobilization and construction
- Liability Insurance and worker's compensation insurance
- Construction survey and final as-built drawings as required
- Performance and Payment bonds
- Sales tax is included in this estimate. If Owner desires to direct purchase some items, we will assist with the sales tax savings administration.



**Items NOT included:**

- Any changes in scope - by designers, Owner, discovery process or Building department - will be documented as a Work Change Directive and issued as a Change Order upon approval by Owner.
- All engineering and design fees, including changes in scope during construction
- Utility impact fees
- Permit fees – Contractor will coordinate with SDIRC Building Dept to obtain permits and inspections, but no fees are included
- Builder's Risk insurance, to be provide by SDIRC
- Temporary water and power usage costs to be paid by Owner
- Materials testing services to be provided by Owner
- Irrigation and Landscaping
- New site fencing – bid includes removal & replacement of existing
- Cabinetry and casework, Lab casework
- Furnishings, modular shelving, desks, chairs, etc.
- Removal, storage, relocation of Owner's cabinets, desks, furnishings, etc. (see Alternates)
- Exterior work at Buildings 2 and 3 – No new roofing, stucco, painting, covered walkways – we will only repair what is disturbed by construction
- Whiteboard, markerboards, projection screens (other than those provided by UDT)
- Any natural gas/LP services, gas piping
- Fire sprinklers
- Welding equipment, shop equipment, lab equipment & exhaust
- Air compressor or piping, ductwork, louvers, etc. for welding equipment
- Lighting controls
- Generators
- Relocation of existing hardcourt and metal structure



## 2

### Division 2 Site work & Demolition

---

- All storm drainage, clearing, cut & fill, retention pond, paving and sidewalks as per Civil plans as provided by MBV Engineering
- Connection to existing water and sewer as required
- Exterior and interior demolition complete as per plans
- Directional bore for utilities
- Sawcutting and coring for MEP work
- Dumpster enclosure is existing, no new enclosure included
- Replacement of sod disturbed by construction, new sod at new construction – Bahia sod
- Landscaping, irrigation, relocation of trees is NOT included
- Remove and reinstall existing fence as shown, NO new site fencing
- Hardcourt ALTERNATE (not included in base bid) – Dismantle existing 80'x50' metal canopy, relocate and erect in new location, Supply & install new screws, caulk, rivets, anchor bolts, etc., pour new concrete footings and slab, and grout column bases.

## 3-4-5

### Division 3, 4, 5 Structural

---

- Concrete and masonry complete at Building 4, as per plans
- Concrete and masonry in-fills at Building 2&3, only as required for construction
- Site sidewalks and pads as shown
- New Structural steel at Building 4 per Engineering plans
- Interior cage fence at two locations in Building 4

## 6

### Division 6 Carpentry

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- New Cabinetry and casework is NOT included
- Lab/technical casework is NOT included



## 7

### Division 7 Roofing & Insulation

- Roofing – Furnish and install: one layer of R19 Poly iso rigid roof insulation, Soprema 3-ply SBS roof system, with SBS curb & low wall flashing, anodized aluminum edge metal, coping metal and gutters. Includes Soprema's twenty year no dollar limit warranty and contractor's five year weathertightness warranty.
- No new roofing included at existing buildings
- No new gutters or downspouts at existing buildings

## 8

### Division 8 Windows & Doors

- Doors and hardware as shown
- Building 4 storefront – YKK YHS50 2-1/2"x5" extruded aluminum framing with clear anodized finish, med. Stile doors with 10" bottom rail, grey tinted laminated impact glass.
- Building 4 windows – PGT Winguard 740 series, clear anodized finish on flange type frames, grey tinted laminated impact glass, stainless hinges, screens.
- Building 2&3 interior storefront – Kawneer Trifab extruded aluminum framing with clear anodized finish, 350 med. Stile doors with butt hinges, 1/4" tempered clear glass.
- No storm shutters have been included

## 9

### Division 9 Finishes

- Metal stud framing and drywall per plan
- Stucco per plan Building 4, natural grey color and float finish (no new stucco at Bldgs 2&3)
- Acoustic ceilings in all Buildings – 2x2x15/16" USG white tee-bar grid system with Certainteed VAN-157 square edge ceiling panel
- Building 4 flooring - Epoxy flooring with integral base figured in all of Building 4 (in lieu of polished concrete), and wall tile in the restrooms
- Building 2&3 flooring – new Porcelain tile is Shaw, Tibet 13x13 with matching 3" baseboard In Rooms 3-103 and 3-104 wall & floor tile is Dal Tile semigloss 4x4 Arctic white – will match existing ceramic tile to the best of our ability, may not be an exact match
- Building 2&3 to be painted all new interior only. Exterior will only get patched where affected by construction.



## 10-14

Division 10 thru 14 Specialties, Equipment & Furnishings

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- Bath accessories as shown
- Allowance for signage \$6,000 total project
- Walkway covers at Building 4 – cap and pan system in clear anodized beams, post, caps and pans, with green fascia to match existing
- Metal lockers, with wood benches in rooms 3-103, 3-104 and 3-201a
- Metal storage cabinets in Building 4
- NO whiteboards, markerboards or projection screens (other than those provided by UDT)
- Removal, storage and return of existing cabinets & furnishings is by Owner

## 15-16

Division 15 Plumbing, HVAC & Electrical

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### PLUMBING

- Water, sanitary, waste, drain piping as per plans and specs. Waste and vent piping to be Schedule 40 PVC, Water piping to be Type L Copper
- Piping and Fixtures as per plans and specs
- NO gas piping
- NO fire sprinkler system

### HVAC SYSTEM

- HVAC system bid as alternate, to be reviewed during Preconstruction
- Test and balance report
- No air compressor or air piping

### ELECTRICAL SYSTEM

- Electrical wiring, Fixtures and switchgear as per plans and specs
- Surge protection
- Fire Alarm by 1<sup>st</sup> Fire & Security – Rework in Buildings 2&3, New system in Building 4
- AV system by UDT scope
- Does NOT include -
  - Security system
  - Lighting controls and stage lighting
  - Generators



# Summit Construction of Vero Beach, LLC

CBC 1259095

2837 Flight Safety Drive, Vero Beach, FL 32960

## PROPOSAL / ESTIMATE

10/20/2017

Mr. Nick Westenberger  
SDIRC, Director of Facilities  
6055 62nd Avenue  
Vero Beach, FL 32967

**RE: Adult Ed Technical Education Center**

DESCRIPTION	AMOUNT
Work proposed Preconstruction services to include design assistance, site investigation, preliminary meetings and estimating.	\$ 60,000.00
<i>Thank you for your patronage !</i>	
<b>TOTAL DUE</b>	<b>\$ 60,000.00</b>

**SDIRC TECHNICAL EDUCATION CENTER  
NEW BUILDING 4  
DECEMBER 2017  
4000 SF**

CODE	BID ITEM	LABOR	MATERIAL	SUBCONTRACT	TOTAL	QTY/COMMENT
	<b>DURATION</b>					
	7 Months					
	<b>GENERAL CONDITIONS</b>					
	Project plans			800	800	
	Equipment rental			2,500	2,500	
	Superintendent/mgt.			70,000	70,000	
	Trailer setup & pickup			2,500	2,500	
	Job trailer			1,400	1,400	
	Temp water			0	0	by Owner
	Temp power			0	0	by Owner
	Temp toilet			700	700	
	Temp fence-double fence			12,000	12,000	
	Project sign			500	500	
	Temp protection			3,000	3,000	
	Soil testing			0	0	by Owner
	Concrete testing			0	0	by Owner
	Soil poisoning			0	0	incl/concrete
	Tools & supplies			2,500	2,500	
	Housekeeping labor			3,000	3,000	
	Final cleaning			3,000	3,000	
	Surveying			3,000	3,000	
	Job photos/video			1,200	1,200	
	Common labor			3,000	3,000	
	Dumpster			6,000	6,000	
	Builders Risk			0	0	by Owner
	Contingency			25,000	25,000	
	Permit fees			0	0	NIC
	Perf/Payment Bonds			16,500	16,500	
	<b>TOTAL GENERAL CONDITIONS</b>				<b>\$ 156,600</b>	





CODE	BID ITEM	LABOR	MATERIAL	SUBCONTRACT	TOTAL	QTY/COMMENT
	<b>THERMAL/MOISTURE</b>					
	Waterproofing			1,500	1,500	
	Firestop/caulking			1,500	1,500	
	Roofing/flash/gutters			68,000	68,000	roof Authority
	<b>DOORS/HARDWARE</b>					
	Frames,doors,hdwr	6,000	25,000		31,000	
	Storefront & glazing			42,630	42,630	Vero Glass
	Waterproof storefront			500	500	Vero Glass
	<b>FINISHES</b>					
	Framing & drywall			29,000	29,000	All Interior
	Stucco			29,164	29,164	All Interior
	Bathroom wall tile			8,000	8,000	Creative
	Epoxy floors			22,500	22,500	PPI
	Acoustical clgs			10,000	10,000	A1
	Painting			10,000	10,000	Vero/Payne
	Marble sills		800		800	
	Pineapple grove medal.		700		700	
	<b>SPECIALTIES</b>					
	Whiteboards/screens			0	0	NIC
	Bath accessories			1,370	1,370	Descon
	Walkway covers			24,000	24,000	Window Sales
	Signage		3,000		3,000	Allowance
	Fire extinguishers			0	0	incl/Descon
	Metal storage cab.		722		722	Global
	Air compressors				0	NIC
	Install air compressor				0	NIC
	Welding equip				0	NIC
	Install welding equip				0	NIC
	Workshop equip				0	NIC
	Install workshop equip				0	NIC
	<b>MECHANICAL</b>					
	Plumbing			17,382	17,382	Snyder
	Eye wash			0	0	included
	Fire sprinkler & main			0	0	NIC
	HVAC & controls			75,000	75,000	Colkitt alt spec
	Water tie-in			1,500	1,500	
	Sewer tie-in			2,500	2,500	
	Fiber tie-in			0	0	included
	<b>ELECTRICAL</b>					
	Electrical & fixtures			97,006	97,006	Manning
	Fire alarm			20,270	20,270	1st Fire
	AV system			5,500	5,500	UDT
	Data/TV			20,000	20,000	Complete
	<b>TOTAL THIS PAGE</b>				\$ 523,544	

## ESTIMATE SUMMARY

PAGE ONE	\$156,600
PAGE TWO	\$226,650
PAGE THREE	<u>\$ 523,544</u>
SUBTOTAL	906,794
OH&P 4.5%	<u>40,806</u>
TOTAL	\$947,600

- \*\* Welding equipment by Owner
- \*\* Shop equipment by Owner
- \*\* Lab exhaust by Owner

**SDIRC TECHNICAL EDUCATION CENTER  
CLASSROOM RENOVATIONS  
DECEMBER 2017  
SF**

CODE	BID ITEM	LABOR	MATERIAL	SUBCONTRACT	TOTAL	QTY/COMMENT
	<b>GENERAL CONDITIONS</b>			0	0	separate bid
	<b>SITework</b>			0	0	separate bid
	<b><u>DEMOLITION</u></b>					
	Interior demolition			25,000	25,000	Bluegoose
	Concrete demo			0	0	Incl.
	Concrete cutting			0	0	Incl.
	Temp. protection			4,000	4,000	
	Final Cleaning			10,000	10,000	
	<b><u>CONCRETE/MASONRY</u></b>					
	Concrete & masonry			0	0	none
	Cut & patch			5,000	5,000	
	Shoring			0	0	included
	<b><u>METALS</u></b>					
	Re-support steel x 2			5,500	5,500	Tru Steel
	<b><u>CARPENTRY</u></b>					
	Lumber & materials		1,000		1,000	
	Rough carpentry			2,000	2,000	
	Cabinetry - reuse			5,000	5,000	
	<b>TOTAL THIS PAGE</b>				<b>\$ 57,500</b>	

CODE	BID ITEM	LABOR	MATERIAL	SUBCONTRACT	TOTAL	QTY/COMMENT
	<b>THERMAL/MOISTURE</b>					
	Firestop/caulking			500	500	
	Roof patching			0	0	NIC
	Batt insulation in partitions			1,480	1,480	All Interior
	<b>DOORS/HARDWARE</b>					
	Frames,doors,hdwr	1,600	5,000		6,600	
	Storefront & glazing			14,700	14,700	Vero Glass
	<b>FINISHES</b>					
	Framing & drywall - new			18,500	18,500	All Interior
	Drywall patching			9,000	9,000	
	Flooring & tile			59,800	59,800	Creative Floors
	Acoustical clgs			10,000	10,000	A1
	Painting			12,000	12,000	Vero/Payne
	Stucco			0	0	NIC
	<b>SPECIALTIES</b>					
	Whiteboards/screens			0	0	NIC
	Bath accessories			1,370	1,370	Descon
	Walkway covers			0	0	existing
	Signage		3,000		3,000	Allowance
	Fire extinguishers			0	0	incl/Descon
	Lockers			13,420	13,420	Descon
	Bldg 3 wood benches			0	0	incl/Descon
	Remove & store exist. Furn.			0	0	Alternate
	<b>MECHANICAL</b>					
	Plumbing			7,655	7,655	Snyder
	HVAC grills			3,000	3,000	
	HVAC					
	<b>ELECTRICAL</b>					
	Electrical & fixtures			48,876	48,876	Manning
	Fire alarm			6,900	6,900	1st Fire
	Disc/reconnect IT/Data			15,000	15,000	Complete
	Disc/reconnect AV			4,000	4,000	UDT
	<b>TOTAL THIS PAGE</b>				\$ 235,801	

**ESTIMATE SUMMARY**

PAGE ONE	\$57,500
PAGE TWO	<u>\$ 235,801</u>
SUBTOTAL	293,301
OH&P 4.5%	<u>13,199</u>
<b>TOTAL</b>	<b>\$306,500</b>

**SDIRC TECHNICAL EDUCATION CENTER  
CIVIL SITE WORK  
DECEMBER 2017**

CODE	BID ITEM	LABOR	MATERIAL	SUBCONTRACT	TOTAL	QTY/COMMENT
	<b>SITWORK</b>					
	Sitework/Utilities/paving			182,000	182,000	Cathco
	Site grading/cleanup			2,000	2,000	
	Access road			1,500	1,500	
	NDPES recording			2,400	2,400	
	Sidewalks & pads			9,700	9,700	RF Concrete
	Surveying			5,800	5,800	Indian River
	Irrigation			0	0	NIC
	Landscaping			0	0	NIC
	Sod replace			14,000	14,000	50,000 sf
	Pavers repairs			5,000	5,000	
	Fencing remove & relocates			13,465	13,465	Adron
	New Hardcourt slab & fdn			0	0	alternate
	Relocate hardcourt structure			0	0	alternate
	Paint hardcourt structure			0	0	alternate
	Directional bore			13,000	13,000	Coastal Drilling
	Site electrical			24,819	24,819	Manning
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
	Subtotal				273,684	
	OH&P 4.5%				12,316	
	<b>TOTAL CIVIL SITE WORK</b>				<b>\$ 286,000</b>	

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

**THIS AGREEMENT**, entered into this 23<sup>rd</sup> day of January, 2018, 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 SiteSecure, LLC, A Miller Electric Company (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR", is as follows:

**1. SCOPE OF WORK**

Nature of Contracted Services: As per terms and conditions of the Seminole County RFP-0336-15/RTB for Security Repairs, Maintenance and Upgrades, which is incorporated into this Agreement by reference. Project to include materials and installation for a New Card Access System at Wabasso School as per proposal 8497-8-0 attached.

Nature of Contracted Services: Materials and installation of a New Card Access System at Wabasso School as per proposal 8497-8-0 attached. Furnish a new open options card access system and install the equipment and hardware detailed in the bill of material to secure 34 existing doors at Wabasso School using delay egress maglocks and push bars.

Anticipated Outcome of Contracted Services: Materials and installation of a New Card Access System at Wabasso School as per proposal 8497-8-0 attached. Furnish a new open options card access system and install the equipment and hardware detailed in the bill of material to secure 34 existing doors at Wabasso School using delay egress maglocks and push bars.

Location of Contracted Service: Wabasso School, 8895 US Highway 1, 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 23<sup>rd</sup> day of January, 2018, and shall complete performance to the satisfaction of the Superintendent no later than the 31<sup>st</sup> day of May, 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 \$170,546.67 (\$155,546.67 Proposal Amount, \$15,000.00 - 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, 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 grant 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**                    SiteSecure, LLC, A Miller Electric Company  
**Contact's Name/Title**           Attn: Mr. Adil Ansari  
**Address:**                               317 Northlake Blvd. Suite 1020  
    Altamonte Springs, FL 32701

**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  
**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.

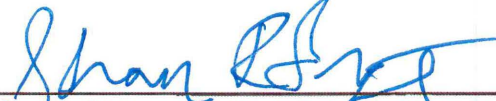
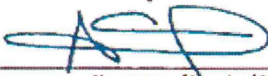
**VENDOR/CONTRACTOR**

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

SiteSecure, LLC, A Miller Electric Company

The School Board of Indian River County, Florida

Company Name



Signature of Vendor/Contractor

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

ADIL ANSARI

Printed Name of Vendor/Contractor

Mr. Shawn R. Frost

Printed Name of Chairman, School Board of Indian River County, FL

12-6-17

Date

1-23-18

Date

317 Northlake Blvd., Suite 1020

Address

6500 57<sup>th</sup> Street

Address

Altamonte Springs, FL 32701

Vero Beach, FL 32967

407-328-5220

TELEPHONE / FAX NUMBER

aansari@mecojax.com

CONTACT EMAIL ADDRESS

FEIN (BUSINESS) 590361850

SS# (INDIVIDUAL)





**SiteSecure**  
POWERED BY 

For:  
**Nick Westenberger**  
**Indian River School District**

**IRSD Wabasso School New Card Access System**  
**12/01/2017**



**Proposal: 8497-8-0**  
**Presented By: Adil Ansari**  
**317 Northlake Blvd. Suite 1020**  
**Altamonte Springs, FL 32701**

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the Customer's right to use or disclose data obtained without restriction from any source, including the proposer.



## Project Scope

Our scope includes the below items with a checkmark next to them:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Shop Drawings & Submittals             | <input type="checkbox"/> Uninterruptible Power Supplies                                  |
| <input type="checkbox"/> Permits & Inspections                             | <input type="checkbox"/> Structured Cabling (CAT6) & Terminations                        |
| <input type="checkbox"/> As-Built Drawings & O&M Manuals                   | <input type="checkbox"/> Fiber Optic Cabling & Terminations                              |
| <input checked="" type="checkbox"/> End-User Training                      | <input type="checkbox"/> Fiber Patch Panels/Media Converters                             |
| <input type="checkbox"/> Man Lifts or Scaffolds                            | <input type="checkbox"/> CCTV System Software/Licenses                                   |
| <input type="checkbox"/> Demolition of Existing Hardware/Wiring            | <input type="checkbox"/> CCTV System Software Maintenance Agreement                      |
| <input type="checkbox"/> 120VAC Power Wiring & Conduit                     | <input type="checkbox"/> CCTV System Servers/Archivers                                   |
| <input type="checkbox"/> Underground Conduits & Junction Boxes             | <input type="checkbox"/> CCTV System Workstations  |
| <input checked="" type="checkbox"/> Above Ground Conduits & Junction Boxes | <input checked="" type="checkbox"/> Access Control System Software/Licenses              |
| <input type="checkbox"/> Terminal Cabinets/Equipment Enclosures            | <input checked="" type="checkbox"/> Access Control System Software Maintenance Agreement |
| <input type="checkbox"/> Installation of Field Devices                     | <input checked="" type="checkbox"/> Door Locking Hardware                                |
| <input type="checkbox"/> Installation of System Cable/Wiring               | <input checked="" type="checkbox"/> Door Lock Power Supplies                             |
| <input type="checkbox"/> Surge Suppression                                 | <input checked="" type="checkbox"/> Door/Frame Preparation                               |
| <input type="checkbox"/> Network Equipment Racks                           | <input type="checkbox"/> Sales/Use Tax   |
| <input type="checkbox"/> Network Switches                                  | <input type="checkbox"/> Performance/Payment Bonds                                       |

Sitesecure will furnish a new Open Options card access system and install the equipment and hardware detailed in our BOM (bill of material) to secure 34 existing doors at Wabasso School located at 8895 US-1, Wabasso FL, 32970 using delay egress maglocks and push bars.

### Disclaimers:

1. IRSD will provide a server and client computers by the specs given by Sitesecure
2. IRSD needs to have the local AHJ to approve this project as we are using Electro-magnetic delayed egress devices.
3. work will be performed during business hours 8:00 AM to 5:00 PM Monday to Friday.
4. IRSD will provide switch and network drops needed on each bldg to feed the door control panels.
5. IRSD will provide 120 VAC for any power supply that will be installed for this project.
6. Since all building's walls are solid block we will have to use EMT pipes/wire mold/door loops on most of the locations to power the card access devices.



8497-8-0  
12/1/2017

**Bill Of Material**

<b>Parts</b>					
QTY	Manufacturer	Part #	Description	Init Price	Ext. Price
56	Allegion	MTK15	Card reader multi-technology with keypad on it	241.18	\$13,506.08
21	Base Electronic Board	201235	Interface door with Auto Openers	176.47	\$3,705.87
9	Dynalock Corp.	3101-CHGO-285	3101 Series Option, Delay Egress Lock, Compliant w/ Chicago BI	589.86	\$5,308.74
15	GE	2505AL	Armored cable DPS	37.65	\$564.75
7	HES	10190402	SB:5000-12/24D-LBM	130.32	\$912.24
28	J-box	CS12126	J-box 12x12x6	21.41	\$599.48
9	Keedex	Door loop 3/8"	Door loop 3/8" diameter	41.18	\$370.62
1	Open Options	DNA-1020	DNA Fusion Software	7,454.12	\$7,454.12
9	Open Options	E2-SSP-D2-RSC2	Teal 16x20x4 Enclosure, Tamper Switch, SPS-10 Power supply and PDD8 Power Distribution Board, SSP-D2 (on board ethernet connection and two reader support, 4 output and 8 input relays, single down stream 485 port with 6MB) & RSC2	2,827.06	\$25,443.54
6	Open Options	RSC-2	Dual Reader Interace Sub Controller	525.88	\$3,155.28
4	Open Options	OO-HEK	Hinged Expansion Kit	17.65	\$70.60
6	Open Options	RSC-2C	Dual Door Sub Controller	694.12	\$4,164.72
28	Push Plates	635-SM-RC-WS-300	ADA push plates w-Transmitter/receiver set	270.59	\$7,576.52
9	Von Duprin	EPT10	Electrified Transfer Hinge	343.53	\$3,091.77
15	Von Duprin	33A/99A series	Chexit devices w-delay egress	1,294.12	\$19,411.80
14	VonDuprin	PS873-2	Power Supply with 2-zone Controller, 16-Amp inrush at 24VDC	434.71	\$6,085.94

<b>Project Labor Schedule</b>	
QTY	Description
200.00	Helper
16.00	Account/Project Manager
160.00	Installer
24.00	Field Engineer

**Financial Summary**

<b>Total Equipment:</b>	<b>\$101,422.07</b>
<b>Total Labor:</b>	<b>\$39,408.00</b>
<b>Other Direct Costs:</b>	<b>\$14,716.60</b>
<b>Total System Investment:</b>	<b>\$155,546.67</b>



8497-8-0  
12/1/2017

## Acceptance

**Proposal: Wabasso School**

**\$155,546.67**

The following documents in this proposal are considered binding including: Scope of Work, Bill Of Materials, Terms and Conditions Where Applicable

Proposal Accepted: SiteSecure, LLC is authorized to proceed with the work as proposed. This proposal is valid until: 12/31/2017

**Purchaser** Indian River School District  
**By** Nick Westenberger  
**Title** Director Of Facilities

**Seller** SiteSecure, LLC  
**By** Adil Ansari

**Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Date** 12/1/2017

**PO #** \_\_\_\_\_

The above persons represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership, software licenses and the Warranty below.



# AIA

## Document G702™ - 1992

### Application and Certificate for Payment

<b>TO OWNER:</b>	School Distric of Indian River County 6500 57th Street Vero Beach, FL 32967	<b>PROJECT:</b>	PE Field Drainage Improvements and Repave Car/Bu 4530 28th Ct Vero Beach, FL 32967	<b>APPLICATION NO:</b>	5	<b>Distribution to:</b>	
<b>FROM</b>	Pinnacle Construction	<b>VIA</b>		<b>PERIOD TO:</b>	1/8/2018	<b>OWNER:</b>	<input checked="" type="checkbox"/>
<b>CONTRACTOR:</b>	of the Treasure Coast, LLC 780 8th Court, Suite 3 Vero Beach, FL 32962	<b>ARCHITECT:</b>	Schulke Bittle & Stoddard	<b>CONTRACT FOR:</b>	GC	<b>ENGINEER:</b>	<input checked="" type="checkbox"/>
				<b>CONTRACT DATE:</b>	25-Apr-17	<b>CONTRACTOR:</b>	<input checked="" type="checkbox"/>
				<b>PROJECT NOS:</b>	SDIRC#11-0-2017JC	<b>FIELD:</b>	<input type="checkbox"/>
						<b>OTHER:</b>	<input type="checkbox"/>

### CONTRACTOR'S APPLICATION FOR PAYMENT

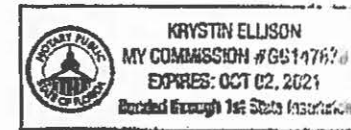
Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$	428,733.00
2. Net change by Change Orders... (CCA 1 -6).....	\$	(38,969.90)
3. CONTRACT SUM TO DATE (Line 1 2).....	\$	389,763.10
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$	389,763.10
5. RETAINAGE:		
a. <u>0%</u> of Completed Work (Column D + E on G703)	\$	-
b. <u>10%</u> of Stored Material (Column F on G703)	\$	-
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	-
6. TOTAL EARNED LESS RETAINAGE	\$	389,763.10
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	350,786.79
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	38,976.31
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	-
(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 for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** F. A. Piti' Clement Date: 1-8-18  
By: \_\_\_\_\_  
State of: \_\_\_\_\_

County of: \_\_\_\_\_  
Subscribed and sworn to before  
me this 5th day of 2018



Notary Public:  
My Commission expires: 10/2/21

### ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the engineer certifies to the Owner that to the best of the engineer'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..... \$ 38,976.31

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**Engineer:** \_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ -	\$ -
Total Approved this Month	\$ -	\$ -
<b>TOTALS</b>	\$ -	\$ -
<b>NET CHANGES by Change Order</b>	\$ -	\$ -

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO

PAGES

TO OWNER:

MR. RICK HUFF  
SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
6055 62ND AVENUE  
VERO BEACH, FLORIDA 32967

PROJECT: 17-010

APPLICATION NO:

3 - FINAL

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input checked="" type="checkbox"/>	PROJECT FILES

PERIOD TO:

08/16/17

KERNS CONSTRUCTION & PROPERTY MANAGEMENT, INC.

540 NW UNIVERSITY BLVD., SUITE 204  
PORT ST. LUCIE, FL 34986

PROJECT NOS:

17-010

CONTRACT FOR:

Oceola Magnet School

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

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 for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	138,916.40
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	138,916.40
4. TOTAL COMPLETED & STORED TO DATE (Column C on G703)	\$	138,916.40
5. RETAINAGE:		
a. <u>0</u> % of Completed Work (Column D + E on G703)	\$	0
b. <u>10</u> % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	138,916.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	(120,371.40)
8. CURRENT PAYMENT DUE	\$	18,545.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CONTRACTOR:

  
By: Tony Rake, Senior Project Manager

Date: Tuesday, December 12, 2017

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 \$

18,545.00

( Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Contract Documents that are changed to conform with the amount certified.)

ARCHITECT:

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

Date: 12/14/2017

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		\$0.00

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# APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (INSTRUCTIONS ON REVERSE SIDE) PAGE ONE OF 2 PAGES

TO OWNER SCHOOL DISTRICT OF INDIAN RIVER CO  
 PO # 01704688  
 6055 62ND AVENUE  
 VERO BEACH, FL 32967

PROJECT SRHS BAND ROOM & GATE

FROM CONTRACTOR PAUL JACQUIN & SONS, INC. VIA ARCHITECT  
 P.O. BOX 4343  
 FORT PIERCE, FL 34948

APPLICATION NO 6-Retainage  
 PERIOD TO 12/6/2017  
 PROJECT NOS 170-07

Distribution to  
 OWNER  
 ARCHITECT  
 CONTRACTOR

CONTRACT DATE

CONTRACT FOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1 ORIGINAL CONTRACT SUM	\$	573,465.00
2 Net change by Change Orders	\$	-5,669.24
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$	567,795.76
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	567,795.76
5 RETAINAGE:		
a _____ % of Completed Work (Column D + E on G703)	\$	_____
b _____ % of Stored Material (Column F on G703)	\$	_____
Total Retainage (Line 5a + 5b) Total in Column I of G703)	\$	0.00
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	567,795.76
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	511,016.16
8 CURRENT PAYMENT DUE	\$	56,779.60
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

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 for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

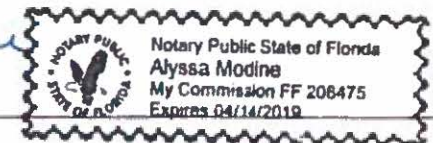
CONTRACTOR PAUL JACQUIN & SONS, INC.

By [Signature] Date 12/6/17

State of FLORIDA  
 County of ST. LUCIE

Subscribed and sworn to before  
 me this 6th day of December 2017

Notary Public: Alyssa Modine  
 My Commission expires 4/14/19



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 56,779.60

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature]  
 By: \_\_\_\_\_ Date: 7 DEC 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		-5,669.24
TOTALS		-5,669.24
NET CHANGES by Change Order		-5,669.24



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**EE&G Construction & Electrical, LLC**  
**5751 Miami Lakes Drive**  
**Miami Lakes, FL 33014**  
**305-374-8300**

October 12, 2017  
 Project No: 2017-6134.CON  
 Invoice No: 70985  
 Due Date: November 11, 2017  
 Project Manager Robert DeVito

School District of Indian River County  
 Physical Plant Department  
 6055 62nd Avenue  
 Vero Beach, FL 32967

Project 2017-6134.CON Osceola Magnet- Emergency Mold Remediation 1110 18th Ave. SW, Vero Beach, FL 32962 - PO# 01801403

**Professional Services from August 01, 2017 to August 31, 2017** -----

Phase	MOLDREM	Mold Remediation		
<b>Fee</b>				
Total Fee		59,455.43		
% Complete	100.00		Total Earned	59,455.43
			Previous Fee Billing	0.00
			Current Fee Billing	59,455.43
			<b>Total Fee</b>	<b>59,455.43</b>
			<b>Amount Due This Invoice:</b>	<b><u><u>\$59,455.43</u></u></b>

1615 Cooling Street  
 Melbourne, Florida 32935  
 (321) 255-0160  
 (321) 255-0902 Fax

8/11/2017

School District of Indian River County  
 6055 62nd Avenue  
 Vero Beach, Florida 32935

Project Number: 2017-6134

Project Title: Osceola Magnet School  
 Micro Cleaning

ITEM

Labor	QUANTITY	RATE	TOTAL
Principal	0	\$155.00	\$0.00
Certified Industrial Hygienist	0	\$125.00	\$0.00
Senior Manager	3	\$110.00	\$330.00
Certified Indoor Air Quality Professional	9	\$75.00	\$675.00
Field Project Supervisor	0.5	\$55.00	\$27.50
Environmental Cleaning/Remediation Tech	32.5	\$36.00	\$1,170.00
Remediation Tech Mob/Drive	4	\$36.00	\$144.00
Administrative Assistant	0	\$40.00	\$0.00

Incidentals	QUANTITY	RATE	TOTAL
Mob/Demob equip - box trucks from S. FL (\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip - box truck from Melb.(\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip -semi from S. FL (\$2/mile)	0	\$5.00	\$0.00
Hotel and Per Diem per person	0	\$80.00	\$0.00

Equipment and Supplies	QUANTITY	RATE	TOTAL
2000 CFM HEPA AFD's per week	10	\$180.00	\$1,800.00
750 CFM HEPA AFD's per day	0	\$25.00	\$0.00
HEPA Vacuum per day	0	\$35.00	\$0.00
Carpet water extractor per day	0	\$125.00	\$0.00
200 CFM Dehumidification Units per week	6	\$450.00	\$2,700.00
300 CFM Dehumidification Units per week	4	\$600.00	\$2,400.00
Blower Fans per day	0	\$10.00	\$0.00
Pickup Truck per day	1	\$125.00	\$125.00
Roll Off Truck per day	0	\$85.00	\$0.00
Box Truck/Trailer per day	1	\$125.00	\$125.00
Small Tools per day	0	\$10.00	\$0.00
Rags per pound	0	\$2.75	\$0.00
Latex Gloves per pair	0	\$0.25	\$0.00
Cotton Work Gloves per pair	0	\$0.95	\$0.00
Polypropylene Suits each	0	\$1.75	\$0.00
Duct Tape each	0	\$4.50	\$0.00
Blue Tape each	0	\$9.25	\$0.00
N-95 Respirators per case	0	\$235.00	\$0.00
Respirator Filters each	0	\$10.00	\$0.00
Hard Hat each	0	\$10.00	NC
Safety Glasses per pair	0	\$3.00	NC
Shockwave per gallon	0	\$50.00	\$0.00
4 Mil Waste Bags each	0	\$75.00	\$0.00
20'x100' 4 mil poly sheeting each	0	\$75.00	\$0.00
Estimated Landfill Disposal Fees per ton	0	\$32.00	\$0.00

1615 Cooling Street  
 Melbourne, Florida 32935  
 (321) 255-0160  
 (321) 255-0902 Fax

8/12/2017

School District of Indian River County  
 6055 62nd Avenue  
 Vero Beach, Florida 32935

Project Number: 2017-6134

Project Title: Osceola Magnet School  
 Micro Cleaning

ITEM

Labor	QUANTITY	RATE	TOTAL
Principal	0	\$155.00	\$0.00
Certified Industrial Hygienist	0	\$125.00	\$0.00
Senior Manager	2	\$110.00	\$220.00
Certified Indoor Air Quality Professional	10	\$75.00	\$750.00
Field Project Supervisor	79.5	\$55.00	\$4,372.50
Environmental Cleaning/Remediation Tech	303	\$36.00	\$10,908.00
Remediation Tech Mob/Drive	6	\$36.00	\$216.00
Administrative Assistant	0	\$40.00	\$0.00

Incidentals	QUANTITY	RATE	TOTAL
Mob/Demob equip - box trucks from S. FL (\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip - box truck from Melb.(\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip -semi from S. FL (\$2/mile)	0	\$5.00	\$0.00
Hotel and Per Diem per person	17	\$80.00	\$1,360.00

Equipment and Supplies	QUANTITY	RATE	TOTAL
2000 CFM HEPA AFD's per day	0	\$180.00	\$0.00
750 CFM HEPA AFD's per day	0	\$25.00	\$0.00
HEPA Vacuum per day	0	\$35.00	\$0.00
Carpet water extractor per day	0	\$125.00	\$0.00
200 CFM Dehumidification Units per day	0	\$90.00	\$0.00
300 CFM Dehumidification Units per day	0	\$120.00	\$0.00
Blower Fans per day	0	\$10.00	\$0.00
Pickup Truck per day	1	\$85.00	\$85.00
Roll Off Truck per day	0	\$85.00	\$0.00
Box Truck/Trailer per day	0	\$85.00	\$0.00
Small Tools per day	10	\$10.00	\$100.00
Rags per pound	40	\$2.75	\$110.00
Latex Gloves per pair	60	\$0.25	\$15.00
Cotton Work Gloves per pair	0	\$0.95	\$0.00
Polypropylene Suits each	52	\$1.75	\$91.00
Duct Tape each	0	\$4.50	\$0.00
Blue Tape each	6	\$9.25	\$55.50
N-95 Respirators per case	0.25	\$235.00	\$58.75
Respirator Filters each	0	\$10.00	\$0.00
Hard Hat each	0	\$10.00	NC
Safety Glasses per pair	0	\$3.00	NC
Shockwave per gallon	1	\$50.00	\$50.00
4 Mil Waste Bags each	0.5	\$75.00	\$37.50
20'x100' 4 mil poly sheeting each	0	\$75.00	\$0.00
Estimated Landfill Disposal Fees per ton	0	\$32.00	\$0.00

1615 Cooling Street  
 Melbourne, Florida 32935  
 (321) 255-0160  
 (321) 255-0902 Fax

8/13/2017

School District of Indian River County  
 6055 62nd Avenue  
 Vero Beach, Florida 32935

Project Number: 2017-6134

Project Title: Osceola Magnet School  
 Micro Cleaning

ITEM

Labor	QUANTITY	RATE	TOTAL
Principal	0	\$155.00	\$0.00
Certified Industrial Hygienist	0	\$125.00	\$0.00
Senior Manager	4	\$110.00	\$440.00
Certified Indoor Air Quality Professional	9	\$75.00	\$675.00
Field Project Supervisor	69.25	\$55.00	\$3,808.75
Environmental Cleaning/Remediation Tech	470.5	\$36.00	\$16,938.00
Remediation Tech Mob/Drive	5	\$36.00	\$180.00
Administrative Assistant	0	\$40.00	\$0.00

Incidentals	QUANTITY	RATE	TOTAL
Mob/Demob equip - box trucks from S. FL (\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip - box truck from Melb.(\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip -semi from S. FL (\$2/mile)	0	\$5.00	\$0.00
Hotel and Per Diem per person	23	\$80.00	\$1,840.00

Equipment and Supplies	QUANTITY	RATE	TOTAL
2000 CFM HEPA AFD's per day	0.00	\$35.00	\$0.00
750 CFM HEPA AFD's per day	0.00	\$25.00	\$0.00
HEPA Vacuum per day	0.00	\$35.00	\$0.00
Carpet water extractor per day	0.00	\$125.00	\$0.00
200 CFM Dehumidification Units per day	0.00	\$90.00	\$0.00
300 CFM Dehumidification Units per day	0.00	\$120.00	\$0.00
Blower Fans per day	0.00	\$10.00	\$0.00
Pickup Truck per day	1.00	\$85.00	\$85.00
Roll Off Truck per day	0.00	\$85.00	\$0.00
Box Truck/Trailer per day	1.00	\$125.00	\$125.00
Small Tools per day	0.00	\$10.00	\$0.00
Rags per pound	70.00	\$2.75	\$192.50
Latex Gloves per pair	80.00	\$0.25	\$20.00
Cotton Work Gloves per pair	0.00	\$0.95	\$0.00
Polypropylene Suits each	82.00	\$1.75	\$143.50
Duct Tape each	0.00	\$4.50	\$0.00
Blue Tape each	6.00	\$9.25	\$55.50
N-95 Respirators per case	0.25	\$235.00	\$58.75
Respirator Filters each	0.00	\$10.00	\$0.00
Hard Hat each	0.00	\$10.00	NC
Safety Glasses per pair	0.00	\$3.00	NC
Shockwave per gallon	1.00	\$50.00	\$50.00
4 Mil Waste Bags each	0.50	\$75.00	\$37.50
20'x100' 4 mil poly sheeting each	0.00	\$75.00	\$0.00
Estimated Landfill Disposal Fees per ton	0.00	\$32.00	\$0.00

Total \$24,649.50

1615 Cooling Street  
 Melbourne, Florida 32935  
 (321) 255-0160  
 (321) 255-0902 Fax

8/14/2017

School District of Indian River County  
 6055 62nd Avenue  
 Vero Beach, Florida 32935

Project Number: 2017-6134

Project Title: Osceola Magnet School  
 Micro Cleaning

ITEM

Labor	QUANTITY	RATE	TOTAL
Principal	0	\$155.00	\$0.00
Certified Industrial Hygienist	0	\$125.00	\$0.00
Senior Manager	0	\$110.00	\$0.00
Certified Indoor Air Quality Professional	5.5	\$75.00	\$412.50
Field Project Supervisor	45	\$55.00	\$2,475.00
Environmental Cleaning/Remediation Tech	25.75	\$36.00	\$927.00
Remediation Tech Mob/Drive	2	\$36.00	\$72.00
Administrative Assistant	0	\$40.00	\$0.00

Incidentals	QUANTITY	RATE	TOTAL
Mob/Demob equip - box trucks from S. FL (\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip - box truck from Melb.(\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip -semi from S. FL (\$2/mile)	0	\$5.00	\$0.00
Hotel and Per Diem per person	0	\$80.00	\$0.00

Equipment and Supplies	QUANTITY	RATE	TOTAL
2000 CFM HEPA AFD's per day	0	\$35.00	\$0.00
750 CFM HEPA AFD's per day	0	\$25.00	\$0.00
HEPA Vacuum per day	0	\$35.00	\$0.00
Carpet water extractor per day	0	\$125.00	\$0.00
200 CFM Dehumidification Units per day	0	\$90.00	\$0.00
300 CFM Dehumidification Units per day	0	\$120.00	\$0.00
Blower Fans per day	0	\$10.00	\$0.00
Pickup Truck per day	0	\$85.00	\$0.00
Roll Off Truck per day	0	\$85.00	\$0.00
Box Truck/Trailer per day	0	\$85.00	\$0.00
Small Tools per day	0	\$10.00	\$0.00
Rags per pound	0	\$2.75	\$0.00
Latex Gloves per pair	0	\$0.25	\$0.00
Cotton Work Gloves per pair	0	\$0.95	\$0.00
Polypropylene Suits each	0	\$1.75	\$0.00
Duct Tape each	0	\$4.50	\$0.00
Blue Tape each	0	\$9.25	\$0.00
N-95 Respirators per case	0	\$235.00	\$0.00
Respirator Filters each	0	\$10.00	\$0.00
Hard Hat each	0	\$10.00	NC
Safety Glasses per pair	0	\$3.00	NC
Shockwave per gallon	0	\$50.00	\$0.00
4 Mil Waste Bags each	0	\$75.00	\$0.00
20'x100' 4 mil poly sheeting each	0	\$75.00	\$0.00
Estimated Landfill Disposal Fees per ton	0	\$32.00	\$0.00

Total \$3,886.50

1615 Cooling Street  
 Melbourne, Florida 32935  
 (321) 255-0160  
 (321) 255-0902 Fax

8/15/2017

School District of Indian River County  
 6055 62nd Avenue  
 Vero Beach, Florida 32935

Project Number: 2017-6134

Project Title: Osceola Magnet School  
 Micro Cleaning

ITEM

Labor	QUANTITY	RATE	TOTAL
Principal	0	\$155.00	\$0.00
Certified Industrial Hygienist	0	\$125.00	\$0.00
Senior Manager	1	\$110.00	\$110.00
Certified Indoor Air Quality Professional	0	\$75.00	\$0.00
Field Project Supervisor	2	\$55.00	\$110.00
Environmental Cleaning/Remediation Tech	0.25	\$36.00	\$9.00
Remediation Tech Mob/Drive	0	\$36.00	\$0.00
Administrative Assistant	0	\$40.00	\$0.00

Incidentals	QUANTITY	RATE	TOTAL
Mob/Demob equip - box trucks from S. FL (\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip - box truck from Melb.(\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip -semi from S. FL (\$2/mile)	0	\$5.00	\$0.00
Hotel and Per Diem per person	0	\$80.00	\$0.00

Equipment and Supplies	QUANTITY	RATE	TOTAL
2000 CFM HEPA AFD's per day	0	\$35.00	\$0.00
750 CFM HEPA AFD's per day	0	\$25.00	\$0.00
HEPA Vacuum per day	0	\$35.00	\$0.00
Carpet water extractor per day	0	\$125.00	\$0.00
200 CFM Dehumidification Units per day	0	\$90.00	\$0.00
300 CFM Dehumidification Units per day	0	\$120.00	\$0.00
Blower Fans per day	0	\$10.00	\$0.00
Pickup Truck per day	0	\$85.00	\$0.00
Roll Off Truck per day	0	\$85.00	\$0.00
Box Truck/Trailer per day	0	\$85.00	\$0.00
Small Tools per day	0	\$10.00	\$0.00
Rags per pound	0	\$2.75	\$0.00
Latex Gloves per pair	0	\$0.25	\$0.00
Cotton Work Gloves per pair	0	\$0.95	\$0.00
Polypropylene Suits each	0	\$1.75	\$0.00
Duct Tape each	0	\$4.50	\$0.00
Blue Tape each	0	\$9.25	\$0.00
N-95 Respirators per case	0	\$235.00	\$0.00
Respirator Filters each	0	\$10.00	\$0.00
Hard Hat each	0	\$10.00	NC
Safety Glasses per pair	0	\$3.00	NC
Shockwave per gallon	0	\$50.00	\$0.00
4 Mil Waste Bags each	0	\$75.00	\$0.00
20'x100' 4 mil poly sheeting each	0	\$75.00	\$0.00
Estimated Landfill Disposal Fees per ton	0	\$32.00	\$0.00

Total \$229.00



1615 Cooling Street  
 Melbourne, Florida 32935  
 (321) 255-0160  
 (321) 255-0902 Fax

8/16/2017

School District of Indian River County  
 6055 62nd Avenue  
 Vero Beach, Florida 32935

Project Number: 2017-6134

Project Title: Osceola Magnet School  
 Micro Cleaning

ITEM

Labor	QUANTITY	RATE	TOTAL
Principal	0	\$155.00	\$0.00
Certified Industrial Hygienist	0	\$125.00	\$0.00
Senior Manager	0	\$110.00	\$0.00
Certified Indoor Air Quality Professional	0	\$75.00	\$0.00
Field Project Supervisor	3	\$55.00	\$165.00
Environmental Cleaning/Remediation Tech	0	\$36.00	\$0.00
Remediation Tech Mob/Drive	0	\$36.00	\$0.00
Administrative Assistant	0	\$40.00	\$0.00

Incidentals	QUANTITY	RATE	TOTAL
Mob/Demob equip - box trucks from S. FL (\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip - box truck from Melb.(\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip -semi from S. FL (\$2/mile)	0	\$5.00	\$0.00
Hotel and Per Diem per person	0	\$80.00	\$0.00

Equipment and Supplies	QUANTITY	RATE	TOTAL
2000 CFM HEPA AFD's per day	0	\$35.00	\$0.00
750 CFM HEPA AFD's per day	0	\$25.00	\$0.00
HEPA Vacuum per day	0	\$35.00	\$0.00
Carpet water extractor per day	0	\$125.00	\$0.00
200 CFM Dehumidification Units per day	0	\$90.00	\$0.00
300 CFM Dehumidification Units per day	0	\$120.00	\$0.00
Blower Fans per day	0	\$10.00	\$0.00
Pickup Truck per day	0	\$85.00	\$0.00
Roll Off Truck per day	0	\$85.00	\$0.00
Box Truck/Trailer per day	0	\$85.00	\$0.00
Small Tools per day	0	\$10.00	\$0.00
Rags per pound	0	\$2.75	\$0.00
Latex Gloves per pair	0	\$0.25	\$0.00
Cotton Work Gloves per pair	0	\$0.95	\$0.00
Polypropylene Suits each	0	\$1.75	\$0.00
Duct Tape each	0	\$4.50	\$0.00
Blue Tape each	0	\$9.25	\$0.00
N-95 Respirators per case	0	\$235.00	\$0.00
Respirator Filters each	0	\$10.00	\$0.00
Hard Hat each	0	\$10.00	NC
Safety Glasses per pair	0	\$3.00	NC
Shockwave per gallon	0	\$50.00	\$0.00
4 Mil Waste Bags each	0	\$75.00	\$0.00
20'x100' 4 mil poly sheeting each	0	\$75.00	\$0.00
Estimated Landfill Disposal Fees per ton	0	\$32.00	\$0.00

Total \$165.00

1615 Cooling Street  
 Melbourne, Florida 32935  
 (321) 255-0160  
 (321) 255-0902 Fax

8/17/2017

School District of Indian River County  
 6055 62nd Avenue  
 Vero Beach, Florida 32935

Project Number: 2017-6134

Project Title: Osceola Magnet School  
 Micro Cleaning

ITEM

Labor	QUANTITY	RATE	TOTAL
Principal	0	\$155.00	\$0.00
Certified Industrial Hygienist	0	\$125.00	\$0.00
Senior Manager	1	\$110.00	\$110.00
Certified Indoor Air Quality Professional	0	\$75.00	\$0.00
Field Project Supervisor	3	\$55.00	\$165.00
Environmental Cleaning/Remediation Tech	0.5	\$36.00	\$18.00
Remediation Tech Mob/Drive	0	\$36.00	\$0.00
Administrative Assistant	0	\$40.00	\$0.00

Incidentals	QUANTITY	RATE	TOTAL
Mob/Demob equip - box trucks from S. FL (\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip - box truck from Melb.(\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip -semi from S. FL (\$2/mile)	0	\$5.00	\$0.00
Hotel and Per Diem per person	0	\$80.00	\$0.00

Equipment and Supplies	QUANTITY	RATE	TOTAL
2000 CFM HEPA AFD's per day	0	\$35.00	\$0.00
750 CFM HEPA AFD's per day	0	\$25.00	\$0.00
HEPA Vacuum per day	0	\$35.00	\$0.00
Carpet water extractor per day	0	\$125.00	\$0.00
200 CFM Dehumidification Units per day	0	\$90.00	\$0.00
300 CFM Dehumidification Units per day	0	\$120.00	\$0.00
Blower Fans per day	0	\$10.00	\$0.00
Pickup Truck per day	0	\$85.00	\$0.00
Roll Off Truck per day	0	\$85.00	\$0.00
Box Truck/Trailer per day	0	\$85.00	\$0.00
Small Tools per day	0	\$10.00	\$0.00
Rags per pound	0	\$2.75	\$0.00
Latex Gloves per pair	0	\$0.25	\$0.00
Cotton Work Gloves per pair	0	\$0.95	\$0.00
Polypropylene Suits each	0	\$1.75	\$0.00
Duct Tape each	0	\$4.50	\$0.00
Blue Tape each	0	\$9.25	\$0.00
N-95 Respirators per case	0	\$235.00	\$0.00
Respirator Filters each	0	\$10.00	\$0.00
Hard Hat each	0	\$10.00	NC
Safety Glasses per pair	0	\$3.00	NC
Shockwave per gallon	0	\$50.00	\$0.00
4 Mil Waste Bags each	0	\$75.00	\$0.00
20'x100' 4 mil poly sheeting each	0	\$75.00	\$0.00
Estimated Landfill Disposal Fees per ton	0	\$32.00	\$0.00

Total \$293.00

1615 Cooling Street  
 Melbourne, Florida 32935  
 (321) 255-0160  
 (321) 255-0902 Fax

8/18/2017

School District of Indian River County  
 6055 62nd Avenue  
 Vero Beach, Florida 32935

Project Number: 2017-6134

Project Title: Osceola Magnet School  
 Micro Cleaning

ITEM

Labor	QUANTITY	RATE	TOTAL
Principal	0	\$155.00	\$0.00
Certified Industrial Hygienist	0	\$125.00	\$0.00
Senior Manager	0	\$110.00	\$0.00
Certified Indoor Air Quality Professional	0	\$75.00	\$0.00
Field Project Supervisor	0	\$55.00	\$0.00
Environmental Cleaning/Remediation Tech	0	\$36.00	\$0.00
Remediation Tech Mob/Drive	0	\$36.00	\$0.00
Administrative Assistant	0	\$40.00	\$0.00

Incidentals	QUANTITY	RATE	TOTAL
Mob/Demob equip - box trucks from S. FL (\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip - box truck from Melb.(\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip -semi from S. FL (\$2/mile)	0	\$5.00	\$0.00
Hotel and Per Diem per person	0	\$80.00	\$0.00

Equipment and Supplies	QUANTITY	RATE	TOTAL
2000 CFM HEPA AFD's per day	0	\$35.00	\$0.00
750 CFM HEPA AFD's per day	0	\$25.00	\$0.00
HEPA Vacuum per day	0	\$35.00	\$0.00
Carpet water extractor per day	0	\$125.00	\$0.00
200 CFM Dehumidification Units per day	0	\$90.00	\$0.00
300 CFM Dehumidification Units per day	0	\$120.00	\$0.00
Blower Fans per day	0	\$10.00	\$0.00
Pickup Truck per day	0	\$85.00	\$0.00
Roll Off Truck per day	0	\$85.00	\$0.00
Box Truck/Trailer per day	0	\$85.00	\$0.00
Small Tools per day	0	\$10.00	\$0.00
Rags per pound	0	\$2.75	\$0.00
Latex Gloves per pair	0	\$0.25	\$0.00
Cotton Work Gloves per pair	0	\$0.95	\$0.00
Polypropylene Suits each	0	\$1.75	\$0.00
Duct Tape each	0	\$4.50	\$0.00
Blue Tape each	0	\$9.25	\$0.00
N-95 Respirators per case	0	\$235.00	\$0.00
Respirator Filters each	0	\$10.00	\$0.00
Hard Hat each	0	\$10.00	NC
Safety Glasses per pair	0	\$3.00	NC
Shockwave per gallon	0	\$50.00	\$0.00
4 Mil Waste Bags each	0	\$75.00	\$0.00
20'x100' 4 mil poly sheeting each	0	\$75.00	\$0.00
Estimated Landfill Disposal Fees per ton	0	\$32.00	\$0.00

Total \$0.00

1615 Cooling Street  
 Melbourne, Florida 32935  
 (321) 255-0160  
 (321) 255-0902 Fax

8/19/2017

School District of Indian River County  
 6055 62nd Avenue  
 Vero Beach, Florida 32935

Project Number: 2017-6134

Project Title: Osceola Magnet School  
 Micro Cleaning

ITEM

Labor	QUANTITY	RATE	TOTAL
Principal	0	\$155.00	\$0.00
Certified Industrial Hygienist	0	\$125.00	\$0.00
Senior Manager	0	\$110.00	\$0.00
Certified Indoor Air Quality Professional	10	\$75.00	\$750.00
Field Project Supervisor	0	\$55.00	\$0.00
Environmental Cleaning/Remediation Tech	31.5	\$36.00	\$1,134.00
Remediation Tech Mob/Drive	2	\$36.00	\$72.00
Administrative Assistant	0	\$40.00	\$0.00

Incidentals	QUANTITY	RATE	TOTAL
Mob/Demob equip - box trucks from S. FL (\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip - box truck from Melb.(\$2/mile)	0	\$2.50	\$0.00
Mob/Demob equip -semi from S. FL (\$2/mile)	0	\$5.00	\$0.00
Hotel and Per Diem per person	0	\$80.00	\$0.00

Equipment and Supplies	QUANTITY	RATE	TOTAL
2000 CFM HEPA AFD's per day	0	\$35.00	\$0.00
750 CFM HEPA AFD's per day	0	\$25.00	\$0.00
HEPA Vacuum per day	0	\$35.00	\$0.00
Carpet water extractor per day	0	\$125.00	\$0.00
200 CFM Dehumidification Units per day	0	\$90.00	\$0.00
300 CFM Dehumidification Units per day	0	\$120.00	\$0.00
Blower Fans per day	0	\$10.00	\$0.00
Pickup Truck per day	0	\$85.00	\$0.00
Roll Off Truck per day	0	\$85.00	\$0.00
Box Truck/Trailer per day	0	\$85.00	\$0.00
Small Tools per day	0	\$10.00	\$0.00
Rags per pound	0	\$2.75	\$0.00
Latex Gloves per pair	0	\$0.25	\$0.00
Cotton Work Gloves per pair	0	\$0.95	\$0.00
Polypropylene Suits each	0	\$1.75	\$0.00
Duct Tape each	0	\$4.50	\$0.00
Blue Tape each	0	\$9.25	\$0.00
N-95 Respirators per case	0	\$235.00	\$0.00
Respirator Filters each	0	\$10.00	\$0.00
Hard Hat each	0	\$10.00	NC
Safety Glasses per pair	0	\$3.00	NC
Shockwave per gallon	0	\$50.00	\$0.00
4 Mil Waste Bags each	0	\$75.00	\$0.00
20'x100' 4 mil poly sheeting each	0	\$75.00	\$0.00
Estimated Landfill Disposal Fees per ton	0	\$32.00	\$0.00

Total \$1,956.00

<b>DATE</b>	<b>TOTALS</b>
8/11/2017	\$9,496.50
8/12/2017	\$18,429.25
8/13/2017	\$24,649.50
8/14/2017	\$3,886.50
8/15/2017	\$229.00
8/16/2017	\$165.00
8/17/2017	\$293.00
8/18/2017	\$0.00
8/19/2017	\$1,956.00

\$59,104.75

**Supplies from Home Depot**

8/11/2017	\$143.50
8/12/2017	\$207.18

**Total**                      **\$59,455.43**

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PO BOX 690192, Vero Beach, FL 32969-0192

1-844-353-5663

# INVOICE

Mr. Restore Services  
 PO Box 690192  
 Vero Beach, FL 32969

DATE: SEPTEMBER 18, 2017

BILL TO School District of Indian River County/Osceola  
 Magnet  
 1110 18<sup>th</sup> Avenue SW  
 Vero Beach, FL 32962

DATE	DESCRIPTION			CREDITS	AMOUNT
	Mold Remediation – Osceola Magnet				
	See detailed Scope of Work				\$93,696.71
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
\$93,696.71					\$93,696.71

Make check payable to:

Mr. Restore Services, Inc.  
 PO BOX 690192  
 Vero Beach, FL 32969

**Thank you for your business!**

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**From:** [Tonya\\_Sewell@us.crawco.com](mailto:Tonya_Sewell@us.crawco.com)  
**To:** [Morrison, Carter](#)  
**Cc:** [Regina Lucente](#); [Tim McCreary](#)  
**Subject:** Osceola Mold Remediation - DOL Aug 1 2017 - Appears coverage will not apply  
**Date:** Tuesday, January 16, 2018 2:42:08 PM

---

Carter,

It is my understanding that you are requesting a claim denial letter from Crawford. Please understand that as the independent adjuster, it is my role to investigate claims and make recommendations to insurers but I do not have the authority to make coverage decisions or issue denial letters without specific instruction to do so from each insurance company.

However, since it appears as though coverage will NOT apply, I have requested a coverage determination and formal correspondence from each insurance company.

With regard to the referenced Osceola claim, we were advised that a valve failure allowed outside air in and the increased humidity resulted in the microbial growth. Your property policy provides coverage for fungus, mold, mildew or yeast which is "a direct result of a Covered Loss not otherwise excluded by the Policy". In this case, the cause of the mold is the humid air. Unfortunately, the humid air is not a covered cause of loss as there is an exclusion in the policy for "dampness of atmosphere" as follows:

#### **8. PERILS EXCLUDED**

G. loss or damage caused by or resulting from moths, vermin, termites or other insects, inherent vice, latent defect, rust, **dampness of atmosphere**, smog or extremes in temperature;

As soon as I have a final coverage determination and authorization to issue a denial letter, I will do so. Should you have any questions in the interim, please do not hesitate to contact me.

Regards,

***Tonya M. Sewell***

**Executive General Adjuster**

**Global Technical Services**

Crawford & Company

cell: [917-363-1851](tel:917-363-1851) | email: [Tonya\\_Sewell@us.crawco.com](mailto:Tonya_Sewell@us.crawco.com)

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

**FINANCIAL STATEMENTS**

**June 30, 2017**



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

**FINANCIAL STATEMENTS**

**June 30, 2017**

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# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

## Independent Auditors' Report

School Board of Indian River County, Florida  
Internal Accounts  
Indian River County, Florida

We have audited the accompanying statement of fiduciary net position of the School Board of Indian River County, Florida Internal Accounts (the "Internal Accounts") as of June 30, 2017, and the related notes to financial statements, which collectively comprise the Internal Accounts' financial statements as listed in the Table of Contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of this financial statement in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that is free from material misstatement, whether due to fraud or error.

### **Auditors Responsibilities**

Our responsibility is to express an opinion on this financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and performed the audit to obtain reasonable assurance about whether the financial statements are free from material misstatements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entities preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entities internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that our audit provides a reasonable basis for our opinion.

Fort Pierce/Stuart

School Board of Indian River County, Florida  
Internal Accounts

**Opinion**

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of the School Board of Indian River County, Florida Internal Accounts as of June 30, 2017, in conformity with accounting principles generally accepted in the United States of America.

**Emphasis of a Matter**

As described in Note 1 of the Notes to Financial Statements, the accompanying financial statement includes only the fiduciary net position of the Internal Accounts. The financial Statements does not include other financial activities of the District School Board and, accordingly, does not purport to, and does not present the fiduciary net position of the District School Board in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

**Other Matters**

*Other information*

Our audit was conducted for the purpose of forming an opinion on the statement of fiduciary net position. The supplemental information listed in the table of contents is presented for the purpose of additional analysis and is not a required part of the financial statement of the Internal Accounts. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statement. The information has been subjected to the auditing procedures applied in the audit of the financial statement and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other record used to prepare the financial statement or the financial statements itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects in relation to the financial statement as a whole.





School Board of Indian River County, Florida  
Internal Accounts

**Other Reporting Required by Government Auditing Standards**

In accordance with Government Auditing Standards, we have also issued our report dated December 19, 2017 on our consideration of the Internal Accounts' internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the School Board of Indian River County, Florida Internal Accounts' internal control over financial reporting and compliance.

*Berger, Toombs, Elam,  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

December 19, 2017

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

**Statement of Fiduciary Net Position**

**June 30, 2017**

**ASSETS**

Cash and equivalents	\$ 1,263,541
Accounts receivable	843
Inventory	<u>37,078</u>
Total Assets	<u><u>\$ 1,301,462</u></u>

**LIABILITIES**

Accounts payable	\$ 13,620
Assets held for others	<u>1,287,842</u>
Total Liabilities	<u><u>\$ 1,301,462</u></u>

See accompanying independent auditor's report and notes to financial statements.

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

**NOTES TO FINANCIAL STATEMENTS**

**June 30, 2017**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Bases of Presentation

The accompanying financial statement includes the balances relating exclusively to the internal account activities of the public schools within the School Board of Indian River County, Florida school system. The financial statement does not include other fiduciary net position of the School Board of Indian River County, Florida (the "District"). Therefore, the accompanying financial statement does not purport to, and does not present the fiduciary net position of the District in conformity with accounting principles generally accepted in the United States of America. The financial activities of the Internal Accounts are included, as agency funds, in the financial reporting entity of the District.

Basis of Accounting

The accompanying financial statement is prepared on the accrual basis of accounting.

Inventory

Inventory is reported at lower of cost or market under the first-in first-out method.

Cash and Investments

School Board of Indian River County, Florida is required to deposit monies with financial institutions classified as qualified public depositories by Section 136.01, Florida Statutes. Chapter 280 Florida Statutes establishes the criteria for qualified public depositories, which provides collateral for public deposits.

Section 218.415 (17), Florida Statutes, establishes the financial instruments, that allows local governments, without a written investment policy, to invest their surplus funds. The authorized investments are as follows:

1. Direct obligations of the United States Treasury.
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969.
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories.
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

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

**NOTES TO FINANCIAL STATEMENTS**

**June 30, 2017**

**NOTE 2 - CASH AND CASH EQUIVALENTS**

All deposits are held in qualified public depositories and are included on the accompanying Statement of Fiduciary Net Position as cash and equivalents.

Custodial Credit Risk - Deposits

Custodial credit risk is the risk that in the event of a bank failure, the deposits of the School Board of Indian River County, Florida may not be returned. Although there is not a formal deposit policy for custodial credit risk, the School Board of Indian River County, Florida is governed by Section 136.01, Florida Statutes and Chapter 280, Florida Statutes. All funds are deposited in qualified public depositories, which fully insure or collateralize all monies on deposit. As of June 30, 2017, the bank balance for all schools totaled \$753,743 and the carrying value was \$687,361.

Cash and Investments

Deposits with Financial institutions	\$ 687,361
Invested with State Board of Administration Florida Prime	576,105
Petty cash	75
	<u>\$ 1,263,541</u>

Cash and investments as reported in the accompanying Statement of Fiduciary Net Position includes petty cash, cash in demand deposit accounts and Florida Prime Funds. The cash and investments balance of the School Board of Indian River County, Florida Internal Accounts includes \$576,105 at June 30, 2017 in Florida Prime, a Securities and Exchange Commission Rule 2a-7 like external investment pool. Florida Prime is rated AAAM by Standard and Poors and had a weighted average days to maturity of 39 days at June 30, 2017.

The School Board of Indian River County, Florida categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The School Board of Indian River County, Florida uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

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

**NOTES TO FINANCIAL STATEMENTS**

**June 30, 2017**

**NOTE 2 - CASH AND CASH EQUIVALENTS (CONTINUED)**

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the School Board of Indian River County, Florida's own data in measuring unobservable inputs.

As of June 30, 2017, the School Board of Indian River County, Florida does not hold any investments subject to the fair value hierarchy.



Berger, Toombs, Elam,  
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

School Board of Indian River County, Florida  
Internal Accounts  
Indian River County, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the statement of fiduciary net position of the School Board of Indian River County, Florida Internal Accounts (the "Internal Accounts") as of June 30, 2017, have issued our report thereon dated December 19, 2017. Our report on the financial statement included a paragraph explaining that the financial statement includes only the fiduciary net position of the Internal Accounts and does not include other fiduciary net position of the Indian River District School Board (the "District").

**Internal Control over Financial Reporting**

In planning and performing our audit, we considered School Board of Indian River County, Florida Internal Accounts' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of School Board of Indian River County, Florida Internal Accounts' internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Internal Accounts' internal control over financial reporting.

A *deficiency* in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Fort Pierce & Stuart



School Board of Indian River County, Florida  
Internal Accounts

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's Internal Accounts Net Fiduciary positions are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Berger, Toombs, Elam,  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants, PL  
Fort Pierce, Florida

December 19, 2017

**SUPPLEMENTAL FINANCIAL STATEMENTS**



THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
INTERNAL ACCOUNTS

Schedule of Assets Held for Others

June 30, 2017

Sebastian River High School

	Cash		Cash		Balances June 30, 2017
	June 30, 2016	Receipts	Disbursements	Transfers, net	
Athletics	\$ 73,508	\$ 240,842	\$ 265,858	\$ 9,914	\$ 58,406
Music	5,833	24,843	29,484	330	1,522
Classes	9,033	109,563	119,850	12,798	11,544
Clubs	29,042	83,654	82,457	5,291	35,530
Departments	21,383	29,188	29,694	1,700	22,577
Trusts	28,567	15,175	22,930	15,899	36,711
General	40,438	108,111	62,337	(45,932)	40,280
Total cash	\$ 207,804	\$ 611,376	\$ 612,610	\$ -	206,570
Inventory					8,307
Accounts receivables					85
Accounts payable					(2,709)
Assets held for others					\$ 212,253

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
INTERNAL ACCOUNTS

Schedule of Assets Held for Others

June 30, 2017

Vero Beach High School

	Cash		Cash		Balances June 30, 2017
	June 30, 2016	Receipts	Disbursements	Transfers, net	
Athletics	\$ 55,083	\$ 414,546	\$ 377,248	\$ (2,763)	\$ 89,618
Music	9,066	122,389	113,730	1,690	19,415
Classes	70,343	109,835	111,240	(897)	68,041
Clubs	49,997	58,784	64,543	(3,831)	40,407
Departments	28,422	180,408	160,318	(1,600)	46,912
Trusts	10,522	17,920	21,298	3,090	10,234
General	8,670	41,059	27,142	4,311	26,898
Total cash	\$ 232,103	\$ 944,941	\$ 875,519	\$ -	\$ 301,525
Inventory					548
Accounts receivables					12
Accounts payable					(4,851)
Assets held for others					\$ 297,234

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

**Schedule of Assets Held for Others**

**June 30, 2017**

**Gifford Middle School**

	Cash		Cash		Transfers, net	Balances June 30, 2017
	June 30, 2016	Receipts	Disbursements	June 30, 2017		
Athletics	\$ 19,667	\$ 83,550	\$ 78,213	\$ -	\$ 25,004	
Music	5,618	4,248	3,630	-	6,236	
Classes	6,638	9,303	7,394	20	8,567	
Clubs	459	1,047	67	-	1,439	
Departments	2,617	5,394	4,144	-	3,867	
Trusts	9,501	30,348	30,734	(130)	8,985	
General	26,394	6,214	11,273	110	21,445	
<b>Total cash</b>	<b>\$ 70,894</b>	<b>\$ 140,104</b>	<b>\$ 135,455</b>	<b>\$ -</b>	<b>75,543</b>	
Inventory					1,858	
Accounts receivables					250	
Accounts payable					(3,542)	
Assets held for others					\$ 74,109	

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
INTERNAL ACCOUNTS

Schedule of Assets Held for Others

June 30, 2017

Oslo Middle School

	Cash		Cash		Balances June 30, 2017
	Balances June 30, 2016	Receipts	Disbursements	Transfers, net	
Athletics	\$ 8,444	\$ 12,164	\$ 10,530	\$ 31	\$ 10,109
Music	112	6,378	4,612	-	1,878
Classes	3,934	25,825	24,931	(3,069)	1,759
Clubs	777	1,240	1,108	-	909
Departments	5,249	1,946	1,069	2,971	9,097
Trusts	3,046	1,117	1,156	-	3,007
General	4,416	14,402	13,392	67	5,493
Total cash	<u>\$ 25,978</u>	<u>\$ 63,072</u>	<u>\$ 56,798</u>	<u>\$ -</u>	<u>32,252</u>
Inventory					725
Accounts receivables					-
Accounts payable					-
Assets held for others					<u>\$ 32,977</u>

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

**Schedule of Assets Held for Others**

June 30, 2017

**Sebastian River Middle School**

	Cash		Cash		Transfers, net	Balances June 30, 2017
	June 30, 2016	Receipts	Disbursements	June 30, 2017		
Athletics	\$ 18,168	\$ 19,430	\$ 23,847	\$ -	\$ 13,751	
Music	11,792	32,749	28,309	-	16,232	
Classes	1,318	3,307	2,797	(132)	1,696	
Clubs	5,423	9,335	11,177	-	3,581	
Departments	3,470	10,906	4,299	20	10,097	
Trusts	10,349	23,601	24,650	497	9,797	
General	20,883	15,901	19,666	(385)	16,733	
<b>Total cash</b>	<b>\$ 71,403</b>	<b>\$ 115,229</b>	<b>\$ 114,745</b>	<b>\$ -</b>	<b>71,887</b>	
Inventory					3,305	
Accounts receivables					148	
Accounts payable					-	
<b>Assets held for others</b>					<b>\$ 75,340</b>	

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

**Schedule of Assets Held for Others**

**June 30, 2017**

**Storm Grove Middle School**

	Cash		Cash		Transfers, net	Balances June 30, 2017
	June 30, 2016	Receipts	Disbursements	June 30, 2017		
Athletics	\$ 38,681	\$ 27,935	\$ 26,152	\$ 3,786	\$ 44,250	
Music	2,288	10,112	9,576	-	2,824	
Classes	11,324	43,692	44,904	(3,591)	6,521	
Clubs	6,759	15,253	10,221	(273)	11,518	
Departments	3,132	4,227	3,883	(933)	2,543	
Trusts	1,337	8,785	8,735	150	1,537	
General	24,617	22,780	23,980	861	24,278	
<b>Total cash</b>	<b>\$ 88,138</b>	<b>\$ 132,784</b>	<b>\$ 127,451</b>	<b>\$ -</b>	<b>93,471</b>	
Inventory					8,849	
Accounts receivables					158	
Accounts payable					(1,808)	
Assets held for others					\$ 100,670	

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

**Schedule of Assets Held for Others**

**June 30, 2017**

**Beachland Elementary School**

	Cash		Cash		Transfers, net	Balances June 30, 2017
	Balances June 30, 2016	Receipts	Disbursements			
Music	\$ 13	\$ 454	\$ 308	\$ -	\$ 159	
Classes	491	24,726	25,031	379	565	
Clubs	1,293	26,367	26,486	(278)	896	
Departments	5,204	3,735	2,233	(280)	6,426	
Trusts	7,350	18,321	7,913	483	18,241	
General	17,835	13,844	18,844	(304)	12,531	
<b>Total cash</b>	<b>\$ 32,186</b>	<b>\$ 87,447</b>	<b>\$ 80,815</b>	<b>\$ -</b>	<b>38,818</b>	
Inventory					-	
Accounts receivables					-	
Accounts payable					-	
<b>Assets held for others</b>					<b>\$ 38,818</b>	

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

**Schedule of Assets Held for Others**

**June 30, 2017**

**Citrus Elementary School**

	Cash		Cash		Transfers, net	Balances June 30, 2017
	Balances June 30, 2016	Receipts	Disbursements			
Athletics	\$ 23	\$ -	\$ -	\$ -	-	\$ 23
Classes	6,109	37,059	31,757	176	176	11,587
Clubs	2,418	1,511	795	100	100	3,234
Departments	4,143	2,845	1,748	(100)	(100)	5,140
Trusts	7,352	8,774	10,209	-	-	5,917
General	7,472	12,890	12,464	(176)	(176)	7,722
<b>Total cash</b>	<b>\$ 27,517</b>	<b>\$ 63,079</b>	<b>\$ 56,973</b>	<b>\$ -</b>	<b>-</b>	<b>33,623</b>
Inventory						-
Accounts receivables						-
Accounts payable						-
Assets held for others						\$ 33,623



THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
INTERNAL ACCOUNTS

Schedule of Assets Held for Others

June 30, 2017

Dodgertown Elementary School

	Cash		Cash		Cash		Balances	
	June 30, 2016	Receipts	Disbursements	Transfers, net	June 30, 2017			June 30, 2017
	\$	\$	\$	\$	\$			\$
Music	255	264	174	-	345			
Classes	1,998	2,299	2,404	171	2,064			
Clubs	253	-	33	33	253			
Departments	1,349	13,029	8,965	-	5,413			
Trusts	3,870	3,330	6,548	1,949	2,601			
General	3,995	6,452	7,094	(2,153)	1,200			
Total cash	<u>11,720</u>	<u>25,374</u>	<u>25,218</u>	<u>-</u>	<u>11,876</u>			
Inventory								1,699
Accounts receivables								-
Accounts payable								(28)
Assets held for others								<u>13,547</u>

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

**Schedule of Assets Held for Others**

June 30, 2017

**Fellsmere Elementary School**

	Cash		Cash		Cash		Balances	
	June 30, 2016	Receipts	Disbursements	Transfers, net	June 30, 2017			
	\$	\$	\$	\$	\$			
Music	127	1,292	1,390	75	104			
Classes	7,287	47,918	47,531	(409)	7,265			
Clubs	86	-	138	55	3			
Departments	1,490	6,362	5,288	-	2,564			
Trusts	4,944	8,969	7,655	(75)	6,183			
General	3,927	2,653	3,101	354	3,833			
<b>Total cash</b>	<b>\$ 17,861</b>	<b>\$ 67,194</b>	<b>\$ 65,103</b>	<b>\$ -</b>	<b>\$ 19,952</b>			
Inventory					-			
Accounts receivables					-			
Accounts payable					-			
Assets held for others					-			
					<u>\$ 19,952</u>			

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
INTERNAL ACCOUNTS

Schedule of Assets Held for Others

June 30, 2017

Glendale Elementary School

	Cash		Cash		Balances June 30, 2017
	June 30, 2016	Receipts	Disbursements	Transfers, net	
Music	\$ 19	\$ -	\$ -	\$ -	\$ 19
Classes	6,026	45,278	44,988	(1,618)	4,698
Clubs	269	-	-	-	269
Departments	5,910	10,835	10,563	-	6,182
Trusts	1,314	3,993	3,959	-	1,348
General	19,324	7,837	15,527	1,618	13,252
Total cash	\$ 32,862	\$ 67,943	\$ 75,037	\$ -	\$ 25,768
Inventory					-
Accounts receivables					90
Accounts payable					-
Assets held for others					\$ 25,858

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

**Schedule of Assets Held for Others**

June 30, 2017

**Indian River Academy Elementary School**

	Cash		Cash		Cash		Balances	
	June 30, 2016	Receipts	Disbursements	Transfers, net	June 30, 2017			June 30, 2017
	\$	\$	\$	\$	\$			\$
Music	-	150	-	-	150			150
Classes	3,879	22,435	24,816	6	1,504			1,504
Clubs	1,596	-	-	(1,596)	-			-
Departments	9,163	3,453	9,161	-	3,455			3,455
Trusts	1,898	11,222	9,686	(118)	3,316			3,316
General	7,199	5,676	8,186	1,708	6,397			6,397
<b>Total cash</b>	<b>\$ 23,735</b>	<b>\$ 42,936</b>	<b>\$ 51,849</b>	<b>\$ -</b>	<b>\$ 14,822</b>			<b>14,822</b>
Inventory								342
Accounts receivables								-
Accounts payable								-
Assets held for others								\$ 15,164

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

**Schedule of Assets Held for Others**

June 30, 2017

**Liberty Magnet Elementary School**

	Cash		Cash		Transfers, net	Balances June 30, 2017
	June 30, 2016	Receipts	Disbursements	June 30, 2017		
Music	\$ 1,569	\$ 2,312	\$ 3,040	\$ -	\$ -	\$ 841
Classes	3,605	60,510	60,218	-	-	3,897
Clubs	1,429	27,310	27,221	40	40	1,558
Departments	9,005	19,254	24,117	4,000	4,000	8,142
Trusts	13,804	23,831	13,770	(104)	(104)	23,761
General	11,998	8,103	5,862	(3,936)	(3,936)	10,303
<b>Total cash</b>	<b>\$ 41,410</b>	<b>\$ 141,320</b>	<b>\$ 134,228</b>	<b>\$ -</b>	<b>\$ -</b>	<b>48,502</b>
Inventory						69
Accounts receivables						-
Accounts payable						-
Assets held for others						\$ 48,571

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
INTERNAL ACCOUNTS

Schedule of Assets Held for Others

June 30, 2017

Osceola Magnet Elementary School

	Cash		Cash		Balances June 30, 2017
	June 30, 2016	Receipts	Disbursements	Transfers, net	
Music	\$ 1,103	\$ 2,138	\$ 2,249	\$ -	\$ 992
Classes	2,111	55,565	53,406	(445)	3,825
Clubs	40	2,112	-	-	2,152
Departments	8,768	11,013	9,464	-	10,317
Trusts	10,806	18,677	14,112	4,283	19,654
General	32,048	27,309	25,645	(3,838)	29,874
<b>Total cash</b>	<b>\$ 54,876</b>	<b>\$ 116,814</b>	<b>\$ 104,876</b>	<b>\$ -</b>	<b>66,814</b>
Inventory					-
Accounts receivables					-
Accounts payable					-
<b>Assets held for others</b>					<b>\$ 66,814</b>

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

**Schedule of Assets Held for Others**

**June 30, 2017**

**Pelican Island Elementary School**

	<b>Cash</b>		<b>Cash</b>		<b>Cash</b>		<b>Balances</b>	
	<b>June 30, 2016</b>	<b>Receipts</b>	<b>Disbursements</b>	<b>Transfers, net</b>	<b>June 30, 2017</b>			
	\$	\$	\$	\$	\$			
Music	336	415	690	-	61			
Classes	2,081	28,121	26,606	(984)	2,612			
Clubs	230	-	-	-	230			
Departments	1,981	934	1,226	-	1,689			
Trusts	5,263	2,414	1,879	546	6,344			
General	10,261	12,429	12,220	438	10,908			
<b>Total cash</b>	<b>\$ 20,152</b>	<b>\$ 44,313</b>	<b>\$ 42,621</b>	<b>\$ -</b>	<b>21,844</b>			
Inventory						3,905		
Accounts receivables						100		
Accounts payable						-		
Assets held for others						25,849		

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
INTERNAL ACCOUNTS

Schedule of Assets Held for Others

June 30, 2017

Rosewood Magnet Elementary School

	Cash		Cash		Transfers, net	Balances June 30, 2017
	Balances June 30, 2016	Receipts	Disbursements			
Music	\$ 377	-	\$ 125	\$ -	\$ 252	
Classes	6,857	55,992	54,133	(555)	8,161	
Clubs	6,215	46,266	46,508	-	5,973	
Departments	8,198	16,919	11,213	-	13,904	
Trusts	6,696	5,531	6,023	-	6,204	
General	14,229	14,809	16,358	555	13,235	
Total cash	\$ 42,572	\$ 139,517	\$ 134,360	\$ -	\$ 47,729	
Inventory					-	
Accounts receivables					-	
Accounts payable					-	
Assets held for others					\$ 47,729	



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

**Schedule of Assets Held for Others**

**June 30, 2017**

**Sebastian Elementary School**

	Cash		Cash		Transfers, net	Balances June 30, 2017
	June 30, 2016	Receipts	Disbursements	June 30, 2017		
Music	\$ 249	\$ 616	\$ 566	\$ -	\$ 299	
Classes	3,067	6,943	4,721	(188)	5,101	
Clubs	2,502	31,262	29,355	(1,104)	3,305	
Departments	1,006	401	1,496	695	606	
Trusts	7,807	1,976	3,473	1,104	7,414	
General	12,368	10,424	10,027	(507)	12,258	
<b>Total cash</b>	<b>\$ 26,999</b>	<b>\$ 51,622</b>	<b>\$ 49,638</b>	<b>\$ -</b>	<b>28,983</b>	
Inventory					697	
Accounts receivables					-	
Accounts payable					-	
Assets held for others					\$ 29,680	

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

**Schedule of Assets Held for Others**

June 30, 2017

**Treasure Coast Elementary School**

	Cash		Cash		Cash		Balances June 30, 2017
	June 30, 2016	Receipts	Disbursements	Transfers, net	June 30, 2017		
Music	\$ 684	\$ 1,332	\$ 995	\$ -	\$ 1,021		
Classes	5,505	60,716	60,606	(1,321)	4,294		
Clubs	4,314	18,823	20,932	(21)	2,184		
Departments	7,108	12,992	12,927	-	7,173		
Trusts	2,756	10,096	7,489	-	5,363		
General	13,535	8,958	10,912	1,342	12,923		
<b>Total cash</b>	<b>\$ 33,902</b>	<b>\$ 112,917</b>	<b>\$ 113,861</b>	<b>\$ -</b>	<b>32,958</b>		
Inventory					-		
Accounts receivables					-		
Accounts payable					-		
<b>Assets held for others</b>					<b>\$ 32,958</b>		

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

**Schedule of Assets Held for Others**

**June 30, 2017**

**Vero Beach Elementary School**

	Cash		Cash		Cash		Balances	
	June 30, 2016	Receipts	Disbursements	Transfers, net	June 30, 2017			
	\$	\$	\$	\$	\$			
Music	693	370	614	-	449			
Classes	2,361	25,250	25,890	383	2,104			
Clubs	10	3,988	3,637	-	361			
Departments	1,296	1,091	899	(70)	1,418			
Trusts	7,485	11,926	14,721	(110)	4,580			
General	8,329	17,054	16,371	(203)	8,809			
<b>Total cash</b>	<b>\$ 20,174</b>	<b>\$ 59,679</b>	<b>\$ 62,132</b>	<b>\$ -</b>	<b>17,721</b>			
Inventory					1,067			
Accounts receivables					-			
Accounts payable					-			
Assets held for others					18,788			

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
INTERNAL ACCOUNTS

Schedule of Assets Held for Others

June 30, 2017

Technical Center for Career & Adult Education

	Cash		Cash		Transfers, net	Balances June 30, 2017
	Balances June 30, 2016	Receipts	Disbursements			
Trusts	\$ -	\$ 375	\$ 375	\$ -	\$ -	
General	20,914	54,200	59,097	-	16,017	
Total cash	\$ 20,914	\$ 54,575	\$ 59,472	\$ -		16,017
Inventory						5,707
Accounts receivables						-
Accounts payable						-
Assets held for others						\$ 21,724

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
INTERNAL ACCOUNTS

Schedule of Assets Held for Others

June 30, 2017

Alternative Center for Education

	Cash		Cash		Balances June 30, 2017
	June 30, 2016	Receipts	Disbursements	Transfers, net	
Classes	\$ 4,898	\$ 8,643	\$ 8,520	\$ (5,021)	\$ -
Trusts	713	-	189	890	1,414
General	448	810	1,469	4,131	3,920
<b>Total cash</b>	<b>\$ 6,059</b>	<b>\$ 9,453</b>	<b>\$ 10,178</b>	<b>\$ -</b>	<b>5,334</b>
Inventory					-
Accounts receivables					-
Accounts payable					-
Assets held for others					\$ 5,334

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

**Schedule of Assets Held for Others**

June 30, 2017

**Wabasso School**

	<b>Cash Balances June 30, 2016</b>	<b>Cash Receipts</b>	<b>Cash Disbursements</b>	<b>Transfers, net</b>	<b>Balances June 30, 2017</b>
Clubs	\$ 21,630	-	\$ 331	-	\$ 21,299
Trusts	7,803	778	5,874	-	2,707
General	4,014	8,261	7,288	-	4,987
<b>Total cash</b>	<b>\$ 33,447</b>	<b>\$ 9,039</b>	<b>\$ 13,493</b>	<b>-</b>	<b>28,993</b>
Inventory					-
Accounts receivables					-
Accounts payable					-
Assets held for others					<u>\$ 28,993</u>

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

**Schedule of Assets Held for Others**

June 30, 2017

County Office

	Cash		Cash		Transfers, net	Balances June 30, 2017
	June 30, 2016	Receipts	Disbursements	June 30, 2017		
Classes	\$ 467	\$ -	\$ -	\$ -	\$ -	467
Departments	5,487	23,751	23,019	-	-	6,219
Trusts	4,490	14,909	4,279	-	-	15,120
General	230	638	135	-	-	733
<b>Total cash</b>	<b>\$ 10,674</b>	<b>\$ 39,298</b>	<b>\$ 27,433</b>	<b>\$ -</b>	<b>\$ -</b>	<b>22,539</b>
Inventory						-
Accounts receivables						-
Accounts payable						(682)
<b>Assets held for others</b>						<b>\$ 21,857</b>



Berger, Toombs, Elam,  
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

December 19, 2017

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

RE: Audit of Internal Account Funds

Dear Board Members:

We have completed our audit of the internal accounts of the School Board of Indian River County, Florida, as of and for the year ended June 30, 2017 and have issued a report thereon dated December 19, 2017.

Attached to this letter is a summary of our observations and recommendations, by schools, that we believe will enhance record keeping and improve the internal control structure.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various School Board personnel. We will be pleased to discuss any comment or suggestion in greater detail and at your convenience, to perform any additional study of these matters or to assist you in implementing the recommendations.

In conclusion, we would like to thank the District School Board employees who assisted us with our examination.

*Berger, Toombs, Elam,  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

Fort Pierce/Stuart



General Comments - All Schools

The nature of internal accounts, at times, make it impractical to adequately implement controls over cash collections from the moment of collection until the initial recording on the accounting records. This is especially true for cash collections for athletics, in which there may be numerous off-campus activities. To strengthen the control procedures over cash collections, we recommend that the following basic procedures be followed, when practical, between the time cash is collected and the time when cash is recorded in the accounts of the schools' accounting offices:

- ◆ More than one individual, preferably faculty or staff members, should be involved in the accountability of cash as it is collected.
- ◆ Some type of written documentation should be made at the time cash is counted.
- ◆ Receipts should be issued as cash is collected.
- ◆ Cash collections should be deposited as soon as possible (preferably the same day or the next business day).
- ◆ Mechanical devices such as cash registers should be used when possible and internal tapes should be preserved.

Most of the schools utilize a Principal's Discretionary Account. During the course of our audit of the fiscal year ended June 30, 2016, we noted various sources for funds deposited into that account and several disbursements that did not appear to be in compliance with Chapter 8, Section III of the *"Financial and Program Cost Accounting and Reporting for Florida Schools"* or School Board Policy. We recommended that the Board analyze this account and establish a policy to provide guidance for the schools to follow. In May 2017 the Board updated its policies and included guidance for the Principal's Discretionary Account.

The bookkeepers of the schools perform many incompatible functions for the Internal Accounts. The bookkeepers prepare deposits, prepare checks, post to the general ledger and reconcile the bank statement. To strengthen internal controls, we again recommend that the bookkeepers be removed as check signers for the Internal Accounts bank accounts.

We recommended in the prior year audit that the School Board Internal Accounts Procedures Manual be amended to provide that the teacher/sponsor approve disbursements to indicate that the goods or services were received. The updated policies, May 2017, include provisions for teacher/sponsor approvals.

School Board of Indian River County, Florida  
June 30, 2017

Beachland Elementary School

Unless noted below, the fiscal year June 30, 2016 findings were corrected.

Our test of disbursements noted the following:

1. None of the items tested included a School Internal Fund Purchase order as required by Chapter 6, Internal Accounts Procedures Manual.
2. In one instance, the prior approval of purchases on the P-card was not included in the documentation provided for post audit verification. The Principal must review and approve all requisitions prior to purchase in accordance with Chapter 6, Section C (3), Internal Accounts Procedures Manual.

School Board of Indian River County, Florida  
June 30, 2017

Citrus Elementary School

Except as noted below, the fiscal year June 30, 2016 findings were corrected.

Our tests of cash noted the following:

1. During our review of the June 30, 2017 bank reconciliation we noted two outstanding checks that were over a year old. We recommend that the school review these checks and take the appropriate action to remove them from the outstanding checks.
2. We also noted the name of the bank account does not include "The School District of Indian River County, Florida" as required by Chapter 8, Section III, 1.2 of the *"Financial and Program Cost Accounting and Reporting for Florida Schools"*.

Dodgertown Elementary School

Except as noted below, the fiscal year June 30, 2016 findings were corrected.

During our test of receipts we noted:

1. In one instance, a teacher held the Monies Collected Form for the entire year. The teacher stated that they were unaware that the Monies Collected Form needed to be turned in daily. We recommend that written instructions concerning receipt process requirements be provided whenever a Monies Collected Form is issued.

Our test of disbursements noted the following:

1. The pre-approval of one reimbursement in excess of \$250 was not provided as required by Chapter 7, Internal Accounts Procedures Manual.
2. The support provided for one disbursement appears to be the order form and not a receipt that supports that the goals or services were received. The order form also indicated tax included, however the District is tax exempt.

Fellsmere Elementary School

Except as noted below, the fiscal year June 30, 2016 findings were corrected.

During our test of receipts we noted:

1. In one instance, monies collected by a teacher for Wednesday, Thursday, Friday, and Monday were turned in on Monday. Monies collected outside of the main office must be turned in the next business day as required by Chapter 8, Section III, 1.4 (b) of "*Financial and Program Cost Accounting and Reporting for Florida Schools*". It should also be noted that these funds were kept by the teacher over a weekend.
2. We noted two instances where checks were received and no indication was provided for the date the checks were received. We were, therefore, unable to determine that the checks were deposited within five business days as required by Chapter 8, Section III, 1.4 (c) of "*Financial Program Cost Accounting and Reporting for Florida Schools*".
3. One deposit received indicated "Christmas Gifts". No additional documentation was provided by the donor to indicate how the funds received were to be spent.

We noted the following during our test of disbursements:

1. We again noted several disbursements that appear to be for supplies for curricular or classroom use that, per Chapter 8, Section III, 3.5 (1) of "*Financial and Program Cost Accounting and Reporting for Florida Schools*" is a restricted expenditure unless School Board funds are not available. The documentation provided did not indicate School Board funds were not available.
2. We noted in several instances that the purchase order required by the Internal Accounts Procedures Manual was not included with the support documentation provided.
3. In several instances the documentation provided did not include a signature by the requestor indicating that they had requested/received the items purchased.
4. We also noted several instances where reimbursements to individuals for items purchased in excess of \$250 did not include documentation of pre-approval as required by Chapter 7, Section A (7) of the Internal Accounts Procedures Manual.

School Board of Indian River County, Florida  
June 30, 2017

Glendale Elementary School

Except as noted below, the fiscal year June 30, 2016 findings were corrected.

Our test of receipts indicated the following:

1. We noted two instances where teachers collected monies over several school days (including holding monies over the weekend) and turned all monies collected in on a Thursday. Monies collected outside of the office are to be turned in the next business day as required by Chapter 8, Section III, 1.4 (b) of "*Financial and Program Cost Accounting and Reporting for Florida Schools*".

School Board of Indian River County, Florida  
June 30, 2017

Indian River Academy School

The fiscal year June 30, 2016 findings were corrected.

During the course of our tests, no further observations or recommendations were deemed necessary.

Liberty Magnet Elementary School

Except as noted below, the fiscal year June 30, 2016 findings were corrected.

During our test of receipts, we noted the following:

1. We noted several instances where checks were received and documentation was not provided to support the dates checks were received. The dates on the checks were over five days before the date of the deposit slip. We were, therefore, unable to determine that the checks were deposited within five business days as required by Chapter 8, Section III, 1.4 (c) of "*Financial and Program Cost Accounting and Reporting for Florida Schools*".
2. The Monies Collected Form was not signed by the teacher or the bookkeeper as required by Chapter 5, Section B of the Internal Accounts Procedures Manual. The bookkeeper stated that the form is not signed until the form is completed and submitted to the office for filing. To improve internal controls over cash receipts, we recommend that the Monies Collected Form be signed by the teacher/sponsor and the bookkeeper each time monies are turned in.

We noted the following during our test of disbursements:

1. We noted one instance of a repair and maintenance disbursement for equipment. This type of disbursement is a "restricted" expenditure in accordance with Chapter 8, Section III, 3.5 (1) of "*Financial and Program Cost Accounting and Reporting for Florida Schools*" and shall not be made unless School Board funds are not available. The documentation provided did not indicate School Board funds were not available.
2. Several of the disbursements tested were for items originally purchased on the school's P-card. The documentation provided did not include proof that the P-card purchase had been pre-approved by the Principal as required by Chapter 6, Purchasing Card Procedures, 11 A (3)(a), Internal Accounts Procedures Manual. The bookkeeper stated that the pre-approval is documented by the use of the card since it is stored in the safe, which can only be opened by the Principal and bookkeeper. We recommend that in the future the school retain written documentation of the pre-approval.



Osceola Magnet Elementary School

Except as noted below, the June 30, 2016 findings were corrected.

During our test of journal entries we noted the following:

1. We noted the reclassification of certain disbursements for attendance to a F.A.S.A. conference to a trust account (6401.00). We do not believe that this type of activity qualifies as trust account activity as monies were not raised specifically for attendance at the conference. Furthermore, we do not believe that this type of disbursement is an appropriate disbursement from Internal Accounts.
2. We noted that monies received for the sale of S.T.E.A.M. shirts were accounted for in the Principal's discretionary account. We also tested a disbursement for S.T.E.A.M. day activities. We believe that this activity should be accounted for in a trust account.

During our test of disbursements, we noted the following:

1. We noted one instance where a disbursement was made from left over funds from an account that was no longer utilized. In the future, we recommend that leftover funds be transferred to a general account as provided by Chapter 8, Section III, 2 of *"Financial and Program Cost Accounting and Reporting for Florida Schools"*.
2. We noted two instances of purchase of supplies. This type of disbursement is a "restricted" expenditure in accordance with Chapter 8, Section III, 3.5 (1) of *"Financial and Program Cost Accounting and Reporting for Florida Schools"* and shall not be made unless School Board funds are not available. The documentation provided did not indicate that School Board funds were not available.
3. We noted that in one instance the reimbursement to a teacher for class supplies in excess of \$250 did not include documentation that the purchases were pre-approved as required by Chapter 7, Section A of the Internal Accounts Procedures Manual.

School Board of Indian River County, Florida  
June 30, 2017

Pelican Island Elementary School

Except as noted below, the June 30, 2016 findings were corrected.

During our test of receipts, we noted the following:

1. In one instance, the only documentation provided was the receipt, and, therefore, we were unable to verify the purpose of the cash received nor compliance with policies and procedures.

Our test of disbursements noted the following:

1. In one instance, the only approval signature was the bookkeeper who requested the disbursement, placed the order and approved the payment. We recommend that a second signature be obtained as the bookkeeper also processes the disbursements for payment and is an authorized check signer.
2. The support documentation did not reflect the approval of the teacher/sponsor in several items tested.
3. The purchase of turkey dinner baskets from the Backpack Buddies trust account did not contain adequate documentation to support the purpose of the disbursement or the use of the Backpack Buddies account.

School Board of Indian River County, Florida  
June 30, 2017

Rosewood Magnet School

The June 30, 2016 findings were corrected.

Our test of receipts noted the following:

1. In one instance, monies collected were held over the weekend by the teacher and turned into the bookkeeper on Monday. We recommend that monies not be held over weekends/holidays outside of the school office.
2. We noted that a receipt book assigned for the collection of Firefighters Fair Tickets indicated cash collections from February 28 through March 10, 2017. However, the official receipt was not issued and deposited until March 13, 2017. We recommend that in the future all monies collected be deposited within five business days as required by Chapter 8, Section III, Section 1.4 (c) of "*Financial and Program Cost Accounting and Reporting for Florida Schools*".

We noted the following during our test of disbursements:

1. Two of the items tested did not include the signature of the teacher/sponsor.

School Board of Indian River County, Florida  
June 30, 2017

Sebastian Elementary School

The June 30, 2016 findings were corrected.

Our test for receipts noted the following:

1. In one instance, the Monies Collected Form did not reflect the date monies were collected as required by Chapter 5 of the Internal Accounts Procedures Manual.
2. In one instance, the teacher/sponsor lost the Monies Collected Form and was unable to provide support to the bookkeeper for the amounts received.

School Board of Indian River County, Florida  
June 30, 2017

Treasure Coast Elementary School

Except as noted below, the June 30, 2016 findings were corrected.

Our test of disbursements noted the following:

1. One of the disbursements tested did not include a purchase order as required by the School Board Internal Accounts Procedures Manual. Although this policy allows for a requisition to be utilized when a purchase order is not feasible, these disbursements did not appear to qualify for that exception.

School Board of Indian River County, Florida  
June 30, 2017

Vero Beach Elementary School

There were no June 30, 2016 findings.

During the course of our tests, no further observations or recommendations were deemed necessary.

Gifford Middle School

Except as noted below, the fiscal year June 30, 2016 findings were corrected.

During our tests of cash we noted the following:

1. We noted two outstanding checks that were over one year old during our review of the June 30, 2017 bank reconciliation. We recommend that the school review these items and take the appropriate action to remove them from the outstanding checks.

During our tests of receipts we noted the following:

1. The receipt issued by the bookkeeper included receipts turned in by the teacher/sponsor with receipt dates over several days. This is in violation of Chapter 8, Section III, 1.4 (b) of "*Financial and Program Cost Accounting and Reporting for Florida Schools*", that requires monies received be turned into the office the next business day.
2. The documentation provided for three receipts did not include the activity/fundraiser permit required by Chapter 12 of the Internal Accounts Procedures Manual.
3. A check payable from the School Board of Indian River County, Florida dated May 19, 2017 was not receipted until June 14, 2017. This appears to be in violation of Chapter 8, Section III, 1.4 (c) of the "*Financial and Program Cost Accounting and Reporting for Florida Schools*", that requires all monies be deposited within five business days.

During our test of disbursements, we noted the following:

1. We noted one instance where a disbursement for cheerleading supplies was only supported by a reprint of the purchase order and the reprint was not signed by the Principal as required by Chapter 7 of the Internal Accounts Procedures Manual.

Oslo Middle School

Except as noted below, the June 30, 2016 findings were corrected.

During our test of transfers, we noted the following:

1. We noted that a transfer of an inactive account to the Principal's Discretionary Account was made during the year. According to Chapter 8, Section III, 2.3, f (2) of "*Financial Program Cost Accounting and Reporting for Florida Schools*", remaining balances from inactive accounts shall be considered as belonging to the general miscellaneous account.
2. We noted a transfer of a percentage of a fundraiser to the Principal's Discretionary Account. The documentation provided to us to support the journal entry did not include documentation to support that the fundraiser advertised that a percentage of the proceeds were for the Principal's Discretionary Account.

We noted the following during our test of receipts:

1. Two of the receipts tested were for fundraisers that the monies were deposited into the Principal's Discretionary Account. The flyer promoting the fundraiser stated that it was to support Oslo Middle School and did not indicate that it was for the Principal's Discretionary Account. We recommend that, in the future, monies advertised for the benefit of the school be placed in a general account.

During our test of disbursements, we noted the following:

1. A disbursement for a reimbursement for an amount greater than \$250 did not include the preapproval for the amount as required by Chapter 7, Section A (7) of the Internal Accounts Procedures Manual.
2. The check written for the balance due on the year books order was over twice the amount of the purchase order issued. In the future, we recommend that an amended purchase order be processed.



School Board of Indian River County, Florida  
June 30, 2017

Sebastian River Middle School

Except as noted below, the fiscal year June 30, 2016 findings were corrected.

Our tests of cash noted the following:

1. We noted several outstanding checks that were over one year old during our review of the June 30, 2017 bank reconciliation. We recommend that the school review these items and take the appropriate action to remove them from the outstanding checks.

Our test of receipts noted the following:

1. One receipt was not deposited within five business days as required by Chapter 8, Section III, 1.4 (c) of "*Financial and Program Cost Accounting and Reporting for Florida Schools*".
2. One receipt included monies received by a teacher/sponsor that were not turned into the school office the next business day as required by Chapter 8, Section III, 1.4 (b) of the above referenced manual.

We understand that both of the above situations were the result of the school bookkeeper taking leave. We recommend that this situation be addressed by developing alternate procedures or an amendment to the Internal Accounts Procedures Manual.

Our test of disbursements noted the following:

1. We noted one instance where school supplies were purchased from the internal accounts. The documentation provided did not include support that School Board funds were not available. Chapter 8, Section III, 3.5 of "*Financial Program Cost Accounting and Reporting for Florida Schools*" states that these type disbursements are "restricted" and shall not be made unless School Board funds are not available.

School Board of Indian River County, Florida  
June 30, 2017

Storm Grove Middle School

Except as noted below, the fiscal year June 30, 2016 findings were corrected.

During our test of cash, we noted the following:

1. We noted one outstanding check that was over one year old during our review of the June 30, 2017 bank reconciliation. We recommend that the school review this item and take the appropriate action to remove it from the outstanding checks.

During our test of disbursements, we noted the following:

1. In two instances gift cards were purchased to reward "stellar" staff. Chapter 7 (c) 13 of the Internal Accounts Procedures Manual requires that the funds raised were advertised to benefit staff and that the value of the gift card must be reported to the School Board office and reported on the W-2 for the employee. The documentation provided did not include information for us to verify the compliance with these requirements.

Sebastian River High School

Except as noted below, the June 30, 2016 findings were corrected.

Our review of Journal Entries noted the following:

1. In January 2017 monies were transferred from the Parking/Security/Golf Carts account to Senior Activities. As we noted last year, parking decal sales are recorded in a general activities account and collected from all students who park cars in the school parking lot. In accordance with Chapter 8, Section III, 2.5 (1) of "*Financial and Program Cost Accounting and Reporting for Florida Schools*", these funds are to be used for the general welfare of the student body. We do not believe this transfer is in accordance with the above criteria. Furthermore, the School Board updated the Internal Accounts Procedures Manual in May 2017 and Chapter 3, Section C (h) addresses the use of parking decal proceeds. Under the new rules, parking decal proceeds may be used for related parking lot expenses, for school education purposes to benefit students, or the excess funds may be transferred to the General Activities Account at year-end. The transfer noted above does not comply with these requirements either.
2. At year end monies were transferred from the Rentals-Facilities and Equipment Account to the Pay to Participate account to cover a deficit balance in that account. The following should be noted about this transfer.
  - a. Chapter 8, Section I, 10 of "*Financial and Program Cost Accounting and Reporting for Florida Schools*" states that purchases from internal accounts shall not exceed the applicable resources of that account. As noted above, the Pay to Participate account had a deficit balance prior to the transfer which is in violation of this criteria.
  - b. The Internal Accounts Procedures Manual, Chapter 3, Section C (h) addresses the use of Rentals-Facilities and Equipment account. This account may be used for related maintenance and expenses, school educational purposes to benefit students or excess funds may be transferred to the General Activities Account at year-end. The transfer to the Pay to Participate Account does not comply with these requirements.

During our tests of receipts, we noted the following:

1. Two of the receipts tested did not include a Monies Collected Form. In accordance with Chapter 5, Section B of the Internal Accounts Procedures Manual a Monies Collected Form should be used for all monies collected that is not receipted on a pre-numbered receipt.
2. We again noted checks received without documentation to support the date received. We again recommend that the school document the date checks are received to insure compliance with the deposit requirements of Chapter 8 of "*Financial and Program Cost Accounting and Reporting for Florida Schools*".

Sebastian River High School (Continued)

Tests of Receipts (continued)

3. In one instance, monies were received from a teacher/sponsor for monies left over from the monies provided to purchase blankets for IB students. The documentation provided did not include an accounting of the monies received and spent to verify that the amount returned was the right amount.
4. The documentation provided for one receipt did not include the approved activity form as required by Chapter 30 of the Internal Accounts Procedures Manual.
5. A review of the "Receipts Log" indicated that a receipt book was lost. The teacher/sponsor completed a Lost Receipt Book Form indicating that the book was misplaced and not used. The receipt book was issued at the beginning of the school year and was not reported as missing until year end. We recommend that the use of receipt books be monitored more frequently than yearly to improve internal controls over the receipts process.

We noted the following during our test of disbursements:

1. One disbursement was for the purchase of 250 headsets for testing. Chapter 8, Section III, 3.5 (1) of *"Financial and Program Cost Accounting and Reporting for Florida Schools"*, indicates that the purchase of supplies for curricular or classroom use is a "restricted" expenditure and deemed inappropriate unless School Board funds are not available. The documentation provided did not provide support that School Board funds were not available.
2. Several disbursements greater than \$25 did not include a purchase order as required by Chapter 6, Section A (1) of the Internal Accounts Procedures Manual.

Vero Beach High School

Except as noted below, fiscal year June 30, 2016 findings were corrected.

We noted the following issues during our test of transfers:

1. Again, this year monies raised for athletics were transferred to a Casual for a Cause Account and subsequently disbursed to the District office in support of this District wide fundraiser. In accordance with Chapter 8, Section I, 7 of the *"Financial and Program Cost Accounting and Reporting for Florida Schools"*, all funds collected shall be expended to benefit these students in school unless collected for a specific documented purpose or generated for career education production shops. Although the school completed Activity Form included Casual for a Cause as a potential recipient for the funds, we were not provided any support documentation that this was advertised to the people purchasing football tickets. Furthermore, we do not believe that monies collected primarily to benefit students should be directed to other purposes.
2. A transfer was made from one internal account to another internal account and the journal entry notation indicated that it was a repayment of "starter" funds. We determined that \$2,500 of "starter" funds were advanced in 2014 and \$2,000 has been repaid. The advance of monies from one internal account to another does not comply with Chapter 8, Section II, 6 of *"Financial and Program Cost Accounting and Reporting for Florida Schools"* which states internal funds shall not be used to make any kind of loans.

Our test of receipts noted the following:

1. We again noted several instances where monies received were supported by a Cash Verification Form and a listing of monies received, some of which was greater than \$20. Chapter 5 (1) (a) of the Internal Accounts Procedures Manual requires that a pre-numbered receipt be issued for cash collected in excess of \$20. The receipts tested did not meet one of the exceptions outlined in Chapter 5 (3)a of the Procedures Manual.
2. The monies received for the commission for school pictures was deposited into the staff benefit and yearbook workshop accounts. Although the flyer did contain a caveat that the proceeds may be used for other purposes, we believe that monies collected primarily from students should be spent to benefit students.

During our test of disbursements, we noted the following:

1. Again, this year numerous purchase orders were issued for nominal amounts and then manually altered for significant amounts and approved by the Principal because of the use of open or blanket purchase orders. We recommend, that, in the future, when the disbursement exceeds the blanket purchase order, a new blanket purchase order be completed and approved by the Principal.

Vero Beach High School (Continued)

2. Several disbursements tested did not include support documentation to verify the approval by the teacher/sponsor.
3. The supplements paid to coaches were paid from athletic accounts not affiliated with the sport coached. We recommend that these amounts be paid from the general athletics account in the future.

School Board of Indian River County, Florida  
June 30, 2017

Alternative Center for Education

The fiscal year June 30, 2016 findings were corrected.

As a result of our receipts test, we noted the following:

1. We noted several instances where checks were received and documentation was not provided to support the dates the checks were received. We were, therefore, unable to determine if the checks were deposited within five business days as required by Chapter 8, Section III, 1.4 (c) of "*Financial Program Cost Accounting and Reporting for Florida Schools*".

School Board of Indian River County, Florida  
June 30, 2017

Technical Center for Career and Adult Education

Except as noted below, fiscal year June 30, 2016 findings were corrected.

Our test of receipts again noted that most of the items tested were textbooks and fees for exams that were subsequently reimbursed by the School Board. We could not determine if these transactions were accommodations for the School Board, which would be a "restricted" expenditure. We recommend that the School Board review this practice to insure compliance with Chapter 8 of the *"Financial and Program Cost Accounting and Reporting for Florida Schools"*.



School Board of Indian River County, Florida  
June 30, 2017

Wabasso School

The fiscal year June 30, 2016 findings were corrected.

We noticed the following during our test of receipts:

1. We noted two instances where checks were received in the mail and documentation was not provided to support the date the checks were received, and, therefore, we were unable to determine that the checks were deposited within five business days as required by Chapter 8, section III, 1.4 (c) of "*Financial and Program Cost Accounting and Reporting for Florida Schools*".

Our test of disbursements noted the following:

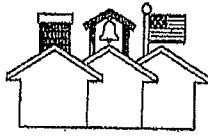
1. In several instances the documentation provided was not adequate to verify that the disbursement was posted to the correct account.
2. In two instances the documentation provided did not include support that the required approvals had been obtained.
3. In one instance, a reimbursement request for an amount in excess of \$250 did not include documentation that the pre-approval required by Chapter 7, Section A (7) of the Internal Accounts Procedures manual had been obtained.

School Board of Indian River County, Florida  
June 30, 2017

Internal Account – District Office

There were no findings for the fiscal year June 30, 2016.

During the course of our tests, no further observations or recommendations were deemed necessary.



# School District of Indian River County

6600 57<sup>th</sup> Street • Vero Beach, Florida, 32967 • Telephone: 772-664-3000 • Fax: 772-569-0424

Mark J. Rendell, Ed.D. - Superintendent

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Date: November 10, 2017  
To: Carter Morrison, Assistant Superintendent, Finance and Employee Services  
From: Terry Malone, Staff Accountant  
Regarding: *Response to Internal Accounts Audit General Comments*

---

I have reviewed the findings, observations and recommendations from the 2016/17 Internal Accounts audit performed by Berger, Toombs, Elam, Gaines & Frank. I have also sent copies of each school's observations to the respective principal and bookkeeper for response.

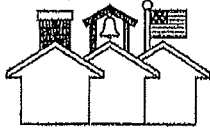
Over the course of last year, the following steps were taken to strengthen controls. The Internal Accounts Procedures Manual was reviewed and amended to incorporate most of the recommendations made by BTEG&F. The manual changes were drafted for review in January 2017. Informal conversations to solicit feedback took place in January and February. The procedural changes were formally presented to bookkeepers at a training held on March 3, 2017. The final version of the Internal Accounts Procedure Manual was published May 10, 2017.

The Manual can be found on the district's School Board Bylaws and Policies webpage under Administrative Procedures, Section 6610, Finance, Internal Accounts.

My response to the general comments follow.

#### Cash Controls

- An information sheet for teachers regarding School Internal Accounts was published as a draft on March 10, 2017 and in its final form on July 12, 2017, incorporating feedback from the school bookkeepers.
- The procedure concerning mandated deposits prior to weekends and holidays was reviewed. New language was added to the manual emphasizing timely deposits, but acknowledging the need to document any exceptions to this best practice.



# School District of Indian River County

6500 67<sup>th</sup> Street • Vero Beach, Florida, 32967 • Telephone: 772-664-3000 • Fax: 772-669-0424

Mark J. Rendell, Ed.D. - Superintendent

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## Principal's Discretionary Account

- A review of the current and potential sources and uses of funds was completed and new procedure language was added to clarify the use of this account.
- A new trust account was added in series 6000 to separate any monies collected or used for the benefit of staff recognition.

## Internal Accounts Check Signers

BTEG&F again recommended that bookkeepers be removed as check signers for the Internal Accounts bank accounts. The Finance Department reviewed the recommendation and interviewed school personnel regarding this recommendation. While considering the nature of the recommendation, along with the limited resources in school front offices, we concluded that current Internal Accounts Procedures have sufficient compensating controls in place to not implement this recommendation, based on the following:

- Purchasing instruments (purchase orders, p-card purchases, check requisitions) require two signatures, the sponsor and the principal or his/her designee.
- Cash and check receipting and submission requires two signatures, separate from the bookkeeper. Signers are usually the sponsor and another faculty or staff member.
- Deposits require two signatures, the bookkeeper and the principal.
- Checks issued require two signatures. The bookkeepers cannot issue a check without a review and confirming signature.
- Bank Statements and monthly reconciliation reports are reviewed and signed by the principal.
- At VBHS, our busiest office, the school bookkeeper and bookkeeper assistant write approximately 100 checks monthly. As an added control, they have taken the initiative to segregate cash deposit responsibilities from physical bank run responsibilities.



# School District of Indian River County

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

Mark J. Rendell, Ed.D. - Superintendent

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## Disbursements Receiving and Approval

- The Internal Accounts manual was revised to emphasize the importance of Principal Pre-Approval for all purchases over \$25.00 and to emphasize the importance of receiving documentation and disbursement approval by teachers/sponsors.
- Purchase order request forms were amended to indicate and document whether School Board funds are or are not available.

## Date Checks Received

BTEG&F noted several instances where checks were received and documentation was not provided to support the dates checks were received at the location. The dates on the checks were over five days before the date on the deposit slip. They were, therefore, unable to determine that the checks were deposited within five business days as required by Chapter 8, Section III, 1.4 (c) of "*Financial Program Cost Accounting and Reporting for Florida Schools*".

- When checks or cash are received directly in the school office, the date of receipt be documented with either a date stamp or notation and signature on backup documentation, or that a written log of checks and cash received be utilized.
- Checks received by teachers/sponsors will continue to be receipted and documented in a numbered receipt book.

## Conclusion

The issues addressed in this memorandum, as well as specific issues at individual locations will be reviewed at a workshop style training session for all school bookkeepers within the next 90 days. Any changes made or anticipated in the Internal Accounts Procedure Manual will also be presented to bookkeepers as part of the training session.

# Beachland Elementary School

3350 Indian River Drive East  
Vero Beach, Florida 32963-1799

Telephone: (772) 564-3300

FAX: (772) 564-3350

---

Dr. Colleen H. Lord  
Principal

Susan Del Tufo  
Assistant Principal

November 7, 2017

## Beachland Elementary 2017 Audit Response

### Item 1:

Disbursement: None of the items tested included a School Internal Fund Purchase order as required by Chapter 6, Internal Accounts procedures Manual.

### Response:

In the future, we will include a signed and approved purchase order that will be attached to all documentation.

### Item 2:

Disbursement: Prior approval of purchase on the P-card was not included in the documentation provided for post audit verification.

### Response:

The Principal will review and approve all requisitions prior to purchase in the accordance with chapter 6, Section C (3), Internal Accounts Procedures Manual.



Dr. Colleen H. Lord, Principal

School District of Indian River County

"It Takes A Community To Raise A Child"

PLTW|LAUNCH AMAZING DISCOVERIES START HERE

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

Kimberly Garcia  
Principal

Susanna DiDomenico  
Assistant Principal

Corrective Action Plan Response

Fiscal Year Ending June 30, 2017 Internal Accounts Audit Report

1. Finding #1:  
During our review of the June 30, 2017 bank reconciliation we noted two outstanding checks were over a year old. We recommend that the school review these checks and take appropriate action to remove them from the outstanding check.

Response to #1:

We contacted the owners of these checks, check # 1846 and check #1871, voided the checks and reissued new checks in the same amount. The new checks have both been cashed as of today, 11/09/2017.

2. Finding #2:  
We also noted the name of the bank account does not include "The School District of Indian River County, Florida" as required by Chapter 8, Section III, 1.2 of the "Financial and Program Cost Accounting and Reporting for Florida School".

Response to #2:

Both Citrus Elementary School and the District Finance Department has contacted PNC bank and a name revision is in process.

Kimberly Garcia, Principal

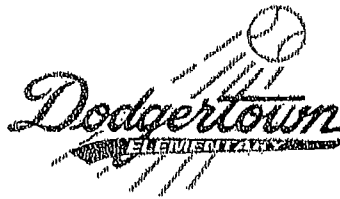
Beth Ann Dunton, Bookkeeper

K Garcia Date: 11/9/17

Beth Ann Dunton Date: 11/9/17

*Guiding Today's Children to Become Tomorrow's Leaders*  
School District of Indian River County

Aretha Vernetto,  
Principal



Kristen Racine,  
Assistant Principal

4350 43rd Avenue ♦ Vero Beach, Florida 32967  
Telephone: (772) 564-4100 ♦ Fax: (772) 564-4093

DATE: Tuesday, November 7, 2017

RE: 2016-17 INTERNAL ACCOUNTS AUDIT

I have reviewed the Internal Account Audit findings regarding the auditor's observations and respond as follows:

*"During our test of receipts, we noted:*

*In one instance, a teacher held the Monies Collected form for the entire year. The teacher stated that they were unaware that the Monies Collected Form needed to be turned in daily. We recommend that written instructions concerning receipt process requirements be provided whenever a Monies Collected Form is issued."*

**Response**

The issue has been addressed in writing to all staff in the Dodger Digest, Volume 1, Issue 4, dated October 9, 2017.

*"Our test of disbursements noted the following:*

*The pre-approval of a reimbursement more than \$250 was not provided as required by Chapter 7, Internal Accounts Procedures Manual.*

*The support provided for one disbursement appears to be the order form and not a receipt that supports that the goods or services were received. The order form also indicated tax included, however the District is tax exempt."*

**Response**

In the future, we will also ensure that all transactions include the proper documentation which will include prior approval by the principal and receipts.

Thank you,

  
Aretha Vernetto  
Principal

School District of Indian River County





# Fellsmere Elementary School

50 North Cypress Street, Fellsmere, FL 32948 - Phone 772-564-5970 Fax 772-564-6020

Home of the Mustangs  
Gallop for Success...Nothing Less!

Ramón J. Echeverría  
Principal

Memorandum

Lyndsey Matheny  
Assistant Principal

To: Terry Malone  
From: Ramon Echeverria, Principal at Fellsmere Elementary  
Date: November 30, 2017  
Subject: Response to the Internal Account Audit on School Year 2016-2017

#### Receipt #1

The Teacher was corrected and has been retrained on the receipting guidelines.

#### Receipt #2

The checks in question were receipted the same day that we received the checks. In the future, we will note the date received.

#### Receipt #3

The donor gave a check to the school to purchase a Christmas Gifts for the students. They did not provide a donation letter with the check. In the future, we will request this information in writing from the donor.

#### Disbursements #1

As of March 2017, we are using request forms that require this information be provided.

#### Disbursements #2

We will make sure that all items will have a purchase order from now on.

#### Disbursements #3

We will have the requestor sign the forms from now on.

#### Disbursements #4

We will have the purchaser request and obtain pre-approval before making purchases.

WE EXIST TO ACHIEVE HIGH LEVELS OF LEARNING FOR ALL STUDENTS!

# GLENDALE ELEMENTARY SCHOOL

4940 8th Street ♦ Vero Beach, Florida 32968

Telephone (772) 978-8050 ♦ Fax (772) 978-8098

*Adam Faust*  
Principal  
978-8050

*Michelle Banack*  
Assistant Principal  
978-8046

November 9, 2017

Dear Ms. Malone,

This letter is in response to the Internal Accounts Audit for the fiscal year ended June 30, 2017.

The finding stated two instances where teachers collected monies over several days before turning in to the bookkeeper. Both teachers have been spoken to individually regarding this error. In addition, all teachers have been reminded of the training received on the policies and procedures and given a written document regarding all Cash Collections. All monies were locked up in a secure location at all times.

Moving forward we will continue to emphasize to teachers the importance of following procedures regarding cash collections through monthly faculty meetings, weekly Grade Level Chair meetings and individual mentorship by the bookkeeper.

If you have any further questions, please don't hesitate to call me at 978-8056.

Sincerely,



Adam Faust  
Principal

*School District of Indian River County*

**LIBERTY MAGNET SCHOOL**  
**"An IBO World School - Primary Years Program"**

6880 81st Street • Vero Beach, FL 32967 • (772) 564-5300 • Fax: (772) 564-5309

**Takelsha Harris**  
Principal

**Kelly Good**  
Assistant Principal

November 7, 2017

Theresa Malone  
Internal Accountant  
School District/IR County

Dear Ms. Malone:

We are in receipt of our internal account audit review for Liberty Magnet Elementary for the school year 2016/2017.

Our school as a whole does an outstanding job with money collections and disbursements through our internal accounts. Mrs. Watson keeps the staff up to date with any and all changes as related to finance procedures and SDIRC rules for internal accounts. Her honesty and integrity is above board and she continues to strive for perfection; however, some daily practices have come to the forefront this year that have not been noted in the past. My response to the audit notes are listed below.

Receipts:

Item 1. We have no control as to when parents write checks and when they are sent to the classroom for collections. All checks and cash received in the classroom is receipted daily and sent to the finance office for verification, receipting, and deposits completed the same day.

Item 2. Monies collected forms have been reused until completed for many years. Total daily receipts were verified and sub totaled in the finance office. Teachers have now been informed to subtotal and initial each daily receipt before bringing to the finance office.

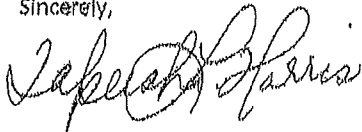
Disbursements:

Item 1. Maintenance contract on our library laminator will no longer be done through internal accounts.

Item 2. All internal pcard transactions will have a pre-approval form on file with the reimbursement backup.

Thank you for your continuing support and consideration.

Sincerely,

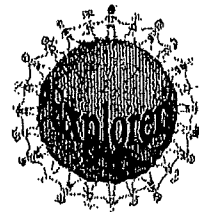


Takelsha Harris  
Principal

School District of Indian River County

**OSCEOLA MAGNET SCHOOL**

A Florida "A" School  
School District Of Indian River County  
1110 18<sup>th</sup> Avenue SW  
Vero Beach, FL 32962  
(772)564-5821



**Scott Simpson, Principal**

**Janice McCord, Assistant Principal**

11/17/17

School Board of Indian River County, Florida

In response to the auditor's observations, comments and/or findings related to Osceola Magnet School for the Internal Accounts Audit performed for the fiscal year ending June 30, 2017, please see below.

*"We noted that monies received for the sale of S.T.E.A.M. shirts were accounted for in the Principal's discretionary account... We believe that this activity should be accounted for in a trust account."*

**RESPONSE:** A trust account was created, adjustments have been made and future purchases of science t-shirts will utilize the trust account.

During our test of disbursements: *"We noted one instance where a disbursement was made from left over funds from an account that was no longer utilized. In the future, we recommend that leftover funds be transferred to a general account as provided by Chapter 8, Section 111, 2 of "Financial and Program Cost Accounting and Reporting for Florida Schools."*

**RESPONSE:** In the future, any remaining balances in inactive accounts will be transferred to the General Activity account. An adjusting entry was completed to transfer the Office Supplies balance to the General Activity account.

*"We noted two instances of purchase of supplies. This type of disbursement is a "restricted" expenditure in accordance with Chapter 8, Section 111, 3.5 (1) of "Financial and Program Cost Accounting and Reporting for Florida Schools" and shall not be made unless School Board funds are not available. The documentation provided did not indicate that School Board funds were not available."*

**RESPONSE:** In the future, any request or purchase of supplies from Internal Accounts will document whether School Board funds are available.

*"We noted that in one instance the reimbursement to a teacher for class supplies in excess of \$250 did not include documentation that the purchases were pre-approved as required by Chapter 7, Section A of the Internal Accounts Procedures Manual."*

**RESPONSE:** In the future, we will document pre-approval for teacher reimbursements using an approval form.

Sincerely,

+Scott Simpson, principal

"A model for the state in the areas of Science and Math exploration with the Integration of the Arts and Literacy in an engaging, positive and collaborative school community"

# Pelican Island Elementary School

1355 Schumann Drive • Sebastian, Florida 32958  
Telephone: (772) 564-6500 • Fax: (772) 564-6493

Chris Kohlstedt  
Principal



Theresa Wagner  
Assistant Principal

## INTERNAL ACCOUNTS AUDIT RESPONSE:

### RECEIPTS

1. The check was from the Rotary Club and it was delivered in person with no letter attached. Moving forward, we will request a letter from the donor. The bookkeeper has received a donation letter for this year's donations.

### DISBURSEMENTS

1. Separation of duties will be used to avoid this from happening.

2. Bookkeeper will ensure that proper signatures of persons requesting the purchase are obtained when the order / items are received.

3. The Backpack Buddies account is set up to provide weekly food backpacks to students/families in need of help. The holidays are a time when we use these funds to ensure that those families can also enjoy a turkey dinner. This year, the activity permit documents the uses of these funds.

Chris Kohlstedt  
*Chris Kohlstedt*

School District of Indian River County

# 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

November 7, 2017

In response to Rosewood Magnet School's internal audit:

## FINDINGS: RECIEPTS

1. In one instance, monies collected were held over the weekend by the teacher and turned into the bookkeeper on Monday.
2. We noted that a receipt book assigned for the collection of Firefighters Fair Tickets indicated cash collections from February 28 through March 10, 2017. However, the official receipt was not issued and deposited until March 13, 2017.

## RESPONSE: RECIEPTS

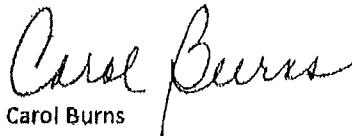
1. Teachers have been informed that money is to be turned in dally. On occasion when money is turned in late on a Friday it will be locked in the safe.
2. Money collection was done by secretary. She is not used to receipting money and this will not happen again.

## FINDINGS: DISBURSEMENTS

1. Two of the items tested did not include the signature of the teacher/sponsor.

## RESPONSE: DISBURSEMENTS

1. In the future, receiving signatures will be obtained.

  
Carol Burns

Administrative Assistant

  
Casandra Flores

Principal

School District of Indian River County

# Sebastian Elementary School

400 Sebastian Boulevard ♦ Sebastian, Florida 32958

Telephone: (772) 978-8200

Fax: (772) 978-8205

Letitia Whitfield-Hart  
Principal

Dr. Chadwick Bacon  
Assistant Principal

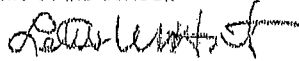
This memo is in response to the Internal Accounts audit for the fiscal year ended June 30, 2017.

Item 1: In one instance, the Monies Collected Form did not reflect the date monies were collected as required by Chapter 5 of the Internal Accounts Procedures Manual.

Response: In the future, teachers will be reminded to complete the form with dates and forms will be reviewed by the bookkeeper.

Item 2: In one instance, the teacher/sponsor lost the Monies Collected Form and was unable to provide support to the bookkeeper for the amounts received.

Response: The teacher submitted a written statement that the form was lost. The statement is on file at the school.



Letitia Whitfield-Hart

Home of the Sebastian Sea Turtles  
"Where Every Student and Teacher Experiences  
Emotional, Social and Academic Success"  
[www.indianriverschools.org/SES](http://www.indianriverschools.org/SES)

# Treasure Coast Elementary

8955 85th Street • Sebastian, FL 32958 • (772) 978-8510 • Fax (772) 978-8503

Elizabeth Tetreault  
Principal

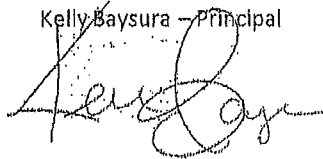
Robyn Bethel  
Assistant Principal

This memo is in response to the Internal Accounts Audit for the fiscal year ended June 30, 2017.

**Report:** One of the disbursements tested did not include a purchase order as required by the School Board Internal Accounts Procedures Manual. Although this policy allows for a requisition to be utilized when a purchase order is not feasible, these disbursements did not appear to qualify for that exception.

**Response:** In the future, a purchase order or check requisition will be processed prior to issuing the reimbursement.

Kelly Baysura - Principal



**"Our Children, Our Treasures"**

School District of Indian River County



# Gifford Middle School

Ms. Tosha Jones  
Principal

Mr. Jeremy Szpaichler  
Assistant Principal

Mrs. Felice Heppern  
Assistant Principal

4530 28th Court • Vero Beach, Florida 32967  
Office Telephone: (772) 564-3550  
Attendance Telephone: (772) 564-3551 • FAX: 564-3561

Mrs. Ivonne Ferraro  
School Counselor

Mrs. Eathel Hart  
School Counselor

Mr. Jason Mistrretta  
Resource Specialist

This memo is in response to the Internal Accounts audit for the fiscal year ended June 30, 2017.

Mrs. Jessica Karr  
Behavior Interventionist  
Specialist

*Cash: We noted two outstanding checks that were over one year old during our review of the June 30, 2017 bank reconciliation. We recommend that the school review these items and take the appropriate action to remove them from the outstanding checks.*

**Response: Outstanding checks have been addressed. In the future, outstanding checks will be reviewed periodically.**

*Receipts: The receipt issued by the bookkeeper included receipts turned in by the teacher/sponsor with receipt dates over several days. This is in violation of Chapter 8, Section III, 1.4 (b) of "Financial and Program Cost Accounting and Reporting for Florida Schools", that requires monies received be turned into the office the next business day.*

**Response: A teacher did not turn in checks and receipts in a timely manner. The matter has been addressed with the teacher. He turns them in every day or the following morning now.**

*Receipts: The documentation provided for three receipts did not include the activity/fundraiser permit required by Chapter 12 of the Internal Accounts Procedures Manual.*

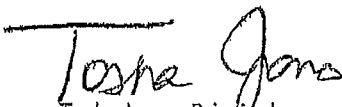
**Response: In the future, activity permits will be completed and retained for documentation purposes.**

*Receipts: A check payable from the School Board of Indian River County, Florida dated May 19, 2017 was not receipted until June 14, 2017. This appears to be in violation of Chapter 8, Section III, 1.4 (c) of the "Financial and Program Cost Accounting and Reporting for Florida Schools", that requires all monies be deposited within five business days.*

**Response: The check was both received and receipted on June 14<sup>th</sup>. The district did not send it to us until we called and inquired about it. In the future, we will document the date received.**

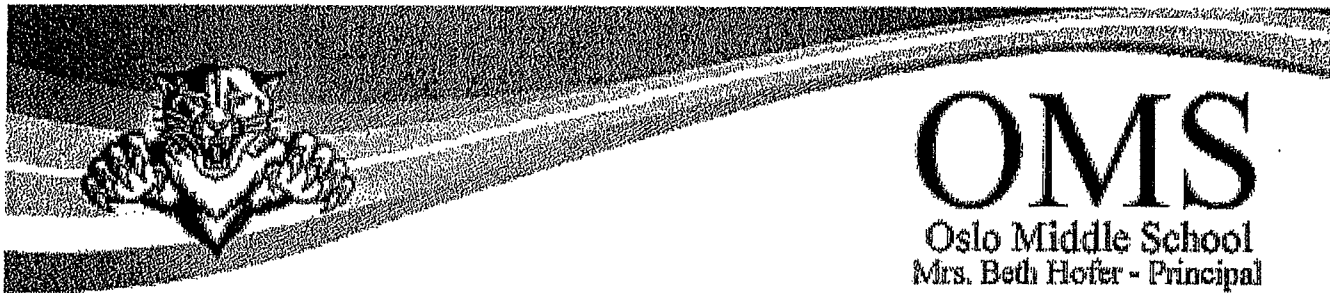
*Disbursements: We noted one instance where a disbursement for cheerleading supplies was only supported by a reprint of the purchase order and the reprint was not signed by the Principal as required by Chapter 7 of the Internal Accounts Procedures Manual.*

**Response: The original purchase order along with all supporting paperwork was misplaced by the former principal. We will make every effort to ensure this does not happen again.**

  
Tosha Jones, Principal



School District of Indian River County



November 9, 2017

To whom it may concern:

This memo is in response to the Internal Accounts audit for the fiscal year ended June 30, 2017.

Test of transfers:

1. Monies were transferred to General Activities account.
2. Believe in Blue fundraisers are for students and staff. We have since specified which group is receiving funds for each activity.

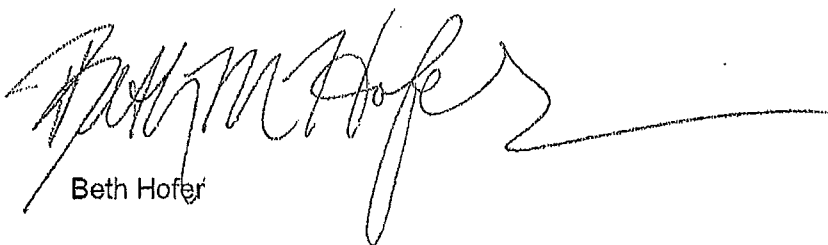
Test of receipts:

1. All donations for Oslo Middle School will be placed into general fund account unless otherwise specified.

Test of Disbursements:

1. All future disbursements for reimbursements greater than \$250 will be pre-approved and purchased through a P.O. or Internal P-Card.
2. In the future, an amended purchase order will be processed.

Roariffically yours,



Beth Hofer

**You Can't Hide That Wildcat Pride**  
480 20th Avenue S.W. Vero Beach FL 32962 772-564-3980

# SEBASTIAN RIVER MIDDLE SCHOOL

9400 County Road 512 ♦ Sebastian, Florida 32958  
Telephone: 772.564.5111 ♦ Fax: 772.564.5225  
www.indianriverschools.org/arms

Jody Idlette, Principal

*Assistant Principals*  
Jacqueline Contri  
James Thimmer

November 17, 2017

SDIRC Finance Department,

This memo is in response to the Internal Accounts audit for the fiscal year ended June 30, 2017.

**Finding 1** : Our tests of cash noted the following:

We noted several outstanding checks that were over one year old during our review of the June 30, 2017 bank reconciliation. We recommend that the school review these items and take the appropriate action to remove them from the outstanding checks.

**Finding 2** : Our test of receipts noted the following:

1. One receipt was not deposited within five business days as required by Chapter 8, Section III, 1.4 (c) of "Financial and Program Cost Accounting and Reporting for Florida Schools".
2. One receipt included monies received by a teacher/sponsor that were not turned into the school office the next business day as required by Chapter 8, Section III, 1.4 (b) of the above referenced manual.

**Finding 3** : Our test of disbursements noted the following:

We noted one instance where school supplies were purchased from the internal accounts. The documentation provided did not include support that School Board funds were not available. Chapter 8, Section II, 3.5 of "Financial Program Cost Accounting and Reporting for Florida Schools" states that these type disbursements are "restricted" and shall not be made unless School Board funds are not available.

**Principal Response/ Corrective Action:**

**Corrective Action 1:** In the future, the Bookkeeper will review and audit all accounts periodically, any check(s) found to be outstanding for more than one year will be removed.

**Corrective Action 2:** Teachers/Staff were provided a revised Handbook with money collection, receipting and submitting procedures to ensure that they are aware of board policies. The Bookkeeper is also responsible for giving updates and reminders to the faculty during faculty meetings and/or by email. Sebastian River Middle School will make every effort to deposit funds within 5 days per procedure.

If needed, an alternate procedure will be developed and detailed notes will be left for the employee providing coverage when the Bookkeeper is out for an extended period of time. (i.e. Family Medical Leave).

**Corrective Action 3:**

We will make sure that the appropriate district account is used when funds are available, and that we use the new request form to indicate that School Board funds are not available when purchasing with internal funds.

Thank you,

Mrs. Jody Idlette-Brown, Principal  
Sebastian River Middle School



world school

School District of Indian River County

**STORM GROVE MIDDLE SCHOOL**  
6400 57th Street • Vero Beach, FL 32967  
772-564-6400 • Fax: 772-564-6321  
Anne Bieber, Principal

Storm Grove Middle School 2016-2017 Internal Audit Response

Bookkeeper: Angle J. Herman

**During our test of cash, we noted the following:**

1. We noted one outstanding check that was over one year old during our review of the June 30, 2017 bank reconciliation. We recommend that the school review this item and take the appropriate action to remove it from the outstanding checks.

Communication logs for outstanding check 2863 were supplied after the Internal Accounts Audit draft was sent on October 5, 2017. The outstanding check was voided on October 12, 2017. The recipient responded on November 8, 2017 and a new check was issued. All documentation is attached.

**During our test of disbursements, we noted the following:**

1. In two instances gift cards were purchased to reward "stellar" staff. Chapter 7 (c) 13 of the Internal Accounts Procedures Manual requires that the funds raised were advertised to benefit staff and that the value of the gift card must be reported to the School Board office and reported on the W-2 for the employee. The documentation provided did not include information for us to verify the compliance with these requirements.

As noted in Chapter 7 (c) 13 of the Internal Accounts Procedures Manual. This policy and procedure has been applied for this 2017-2018 school year and future on.



School District of Indian River County

# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

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

1. In January 2017 monies were transferred from the Parking/Security/Golf Carts account to Senior Activities. As we noted last year, parking decal sales are recorded in a general activities account and collected from all students who park cars in the school parking lot, in accordance with Chapter 8, Section II, 2.5 (1) of "Financial and Program Cost Accounting and Reporting for Florida Schools", these funds are to be used for the general welfare of the student body. We do not believe this transfer is in accordance with the above criteria. Furthermore, the School Board updated the Internal Accounts Procedures Manual in May 2017 and Chapter 3, Section C (h) addresses the use of parking decal proceeds. Under the new rules, parking decal proceeds may be used for related parking lot expenses, for school education purposes to benefit students, or the excess funds may be transferred to the General Activities Account at year-end. The transfer noted above does not comply with these requirements either.

*Response: A notice was added on the Parking Permit Application for parents and students to know that funds can be used for student related activities. Please note that District Administration is currently investigating options moving forward to avoid this finding in the future.*

2. At year end monies were transferred from the Rentals-Facilities and Equipment Account to the Pay to Participate account to cover a deficit balance in that account. The following should be noted about this transfer. a. Chapter 8, Section I, 10 of "Financial and Program Cost Accounting and Reporting for Florida Schools" states that purchases from internal accounts shall not exceed the applicable resources of that account. As noted above, the Pay to Participate account had a deficit balance prior to the transfer which is in violation of this criteria. b. The Internal Accounts Procedures Manual Chapter 3, Section C (h) addresses the use of Rentals-Facilities and Equipment account. This account may be used for related maintenance and expenses, school educational purposes to benefit students or excess funds may be transferred to the General Activities Account at year-end. The transfer to the Pay to Participate Account does not comply with these requirements.

*Response: The funds collected does not meet the demand of our pay to participate transportation costs. SRHS will consider increasing the \$65.00 pay to participate fee or fundraise through Athletics, to cover all transportation.*

During our tests of receipts, we noted the following:

1. Two of the receipts tested did not include a Monies Collected Form. In accordance with Chapter 5, Section B of the Internal Accounts Procedures Manual a Monies Collected Form should be used for all monies collected that is not receipted on a pre-numbered receipt.

*Response: Going forward a Monies Collected Form or a Cash Verification Form will be used for all monies not receipted in a pre-numbered receipt book.*

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

Todd Racine  
Principal

Darvall Brown  
Assistant Principal

Michelle Holmes  
Assistant Principal

Kelly Ward  
Assistant Principal

William Wilson III  
Assistant Principal

Madison Flory  
Guidance Counselor

Kim O'Keefe  
Guidance Counselor

Wendy Palmer  
Guidance Counselor

Lynn Phillips  
Guidance Counselor

Enrique Valencia  
Guidance Counselor



School District of Indian River County

# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

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2. We again noted checks received without documentation to support the date received. We again recommend that the school document the date checks are received to insure compliance with the deposit requirements of Chapter 8 of "Financial and Program Cost Accounting and Reporting for Florida Schools".

*Response: The date checks are received is documented by the receipt book date or a "date received" stamp by the bookkeeper. In the future, if a check is received by mail, the envelope will be kept with the receipt.*

3. In one instance, monies were received from a teacher/sponsor for monies left over from the monies provided to purchase blankets for 18 students. The documentation provided did not include an accounting of the monies received and spent to verify that the amount returned was the right amount.

*Response: Receipts were provided to document all monies were accounted for. Going forward a Cash Verification Form will be used to re-deposit any extra funds.*

4. The documentation provided for one receipt did not include the approved activity form as required by Chapter 30 of the Internal Accounts Procedures Manual.

*Response: This purchase fell under the IB/Student Recognition account. There was an activity form in place for the 2016-2017 IB account.*

5. A review of the "Receipts Log" indicated that a receipt book was lost. The teacher/sponsor completed a Lost Receipt Book Form indicating that the book was misplaced and not used. The receipt book was issued at the beginning of the school year and was not reported as missing until year end. We recommend that the use of receipt books be monitored more frequently than yearly to improve internal controls over the receipts process.

*Response: The receipt book was subsequently located and turned in to the bookkeeper in August, 2017, and all receipts were accounted for. In the future, there will be a quarterly receipt book check.*

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

Tedd Racine  
Principal

Daryall Brown  
Assistant Principal

Michele Holmes  
Assistant Principal

Kelly Ward  
Assistant Principal

William Wilson III  
Assistant Principal

Madison Flory  
Guidance Counselor

Kim O'Keefe  
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Lynn Phillips  
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Enrique Valencia  
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School District of Indian River County

# SEBASTIAN RIVER HIGH SCHOOL

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We noted the following during our test of disbursements:

1. One disbursement was for the purchase of 250 headsets for testing. Chapter 8, Section III, 3.5 (1) of "Financial and Program Cost Accounting and Reporting for Florida Schools", indicates that the purchase of supplies for curricular or classroom use is a "restricted" expenditure and deemed inappropriate unless School Board funds are not available. The documentation provided did not provide support that School Board funds were not available.

*Response: This was a time sensitive purchase that was needed for student testing. In the future, a notation will be made, documentation will be kept and reimbursement will be requested for time sensitive emergency purchases as noted in 7c (2).*

2. Several disbursements greater than \$25 did not include a purchase order as required by Chapter 6, Section A (1) of the Internal Accounts Procedures Manual.

*Response: There will be additional training and reminders with staff for purchases and reimbursement procedures.*



Todd Racine, Principal

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

Todd Racine  
Principal

Daryall Brown  
Assistant Principal

Michele Holmes  
Assistant Principal

Kelly Ward  
Assistant Principal

William Wilson III  
Assistant Principal

Madison Flory  
Guidance Counselor

Kim O'Keefe  
Guidance Counselor

Wendy Palmer  
Guidance Counselor

Lynn Phillips  
Guidance Counselor

Enrique Valencia  
Guidance Counselor



School District of Indian River County

# VERO BEACH HIGH SCHOOL

1707 16th Street, Vero Beach, Florida 32960

Mr. Shawn O'Keefe, Principal

Except as noted below, fiscal year June 30, 2016 findings were corrected. We noted the following issues during our test of transfers:

1. *Again, this year monies raised for athletics were transferred to a Casual for a Cause Account and subsequently disbursed to the District office in support of this District wide fundraiser. In accordance with Chapter 8, Section 1, 7 of the "Financial and Program Cost Accounting and Reporting for Florida Schools", all funds collected shall be expended to benefit these students in school unless collected for a specific documented purpose or generated for career education production shops. Although the school completed Activity Form Included Casual for a Cause as a potential recipient for the funds, we were not provided any support documentation that this was advertised to the people purchasing football tickets. Furthermore, we do not believe that monies collected primarily to benefit students should be directed to other purposes.*

**Response:** Monies collected towards the Athletic accounts, are generated from the public community and students who attend these events. The Activity form was submitted and "Casual For A Cause" was included in the description for these fundraisers. We do advertise during the football games through the game announcements. We also make announcements during our morning school announcements over the Intercom.

2. *A transfer was made from one internal account to another internal account and the Journal entry notation indicated that it was a repayment of "starter" funds. We determined that \$2,500 of "starter" funds were advanced in 2014 and \$2,000 has been repaid. The advance of monies from one internal account to another does not comply with Chapter 8, Section 1, 6 of "Financial and Program Cost Accounting and Reporting for Florida Schools" which states internal funds shall not be used to make any kind of loans.*

**Response:** The transfer, JE #1647 on 11.5.14 was for \$2000.00 from the Performing Arts account for Drama to start up their expenses. The Performing Arts account is the "Parent" account for all performing arts which include Drama, Band, PAC, Chorus and Orchestra.

Our test of receipts noted the following:

1. *We again noted several instances where monies received were supported by a Cash Verification Form and a listing of monies received, some of which was greater than \$20. Chapter 5 (1) (a) of the Internal Accounts Procedures Manual requires that a pre numbered receipt be issued for cash collected in excess of \$20.*

**Response:** Football tickets for reserved seating for Athletics and the County Fair Receipts for ROTC are accounted for on Cash Verification Forms due to the extremely long lines to purchase these pre-sales. In the future, reconciled ticket numbers / inventory will be more thoroughly documented.

VBHS Main Campus  
Telephone: (772) 564-5600  
Fax: (772) 564-5553

Freshman Learning Center  
Telephone: (772) 564-5800  
Fax: (772) 564-5679

**" It's Great To Be A Fighting Indian! "**

School District of Indian River County



# VERO BEACH HIGH SCHOOL

1707 16th Street, Vero Beach, Florida 32960

Mr. Shawn O'Keefe, Principal

2. *The monies received for the commission for school pictures was deposited into the staff benefit and yearbook workshop accounts. We believe these monies were received from students and should be deposited into a general account to be spent for the welfare of the student body as a whole.*

**Response:** We agree that a portion of the proceeds from school pictures was designated as a fundraiser for yearbook and a portion was designated for staff appreciation. The order form and advertising flyer stated the intent at the bottom of the page, as well as the Activity Form from the Yearbook Sponsor.

**During our test of disbursements, we noted the following:**

1. *Again, this year numerous purchase orders were issued for nominal amounts and then manually altered for significant amounts and approved by the Principal because of the use of open or blanket purchase orders. We recommend, that, in the future, when the disbursement exceeds the blanket purchase order, a new blanket purchase order be completed and approved by the Principal.*

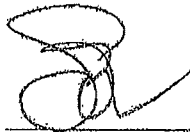
**Response:** In the future, we will work to ensure that purchase orders be estimated more accurately or adjusted and approved as costs are incurred. The principal will approve the purchase order adjusted total as well as the the check total with his signatures.

2. *Several disbursements tested did not include support documentation to verify the approval by the teacher/sponsor.*

**Response:** In the future, we will work to ensure that all disbursements have receiving approval.

3. *The supplements paid to coaches were paid from athletic accounts not affiliated with the sport coached. We recommend that these amounts be paid from the general athletics account in the future.*

**Response:** In the future, we will use the general athletics account.



Shawn O'Keefe (Principal)

VBHS Main Campus  
Telephone: (772) 564-5600  
Fax: (772) 564-5553

Freshman Learning Center  
Telephone: (772) 564-5800  
Fax: (772) 564-5679

**" It's Great To Be A Fighting Indian! "**

School District of Indian River County

# Alternative Center for Education

4680 28th Court  
Vero Beach, Florida 32967

Office:  
(772) 564-6240

"Teaching A.C.E. Eagles To Soar Home"

Fax:  
(772) 564-6265


November 7, 2017  
Alternative Center for Education  
4680 28<sup>th</sup> Court  
Vero Beach Fl. 32967

Ms. T. Malone,

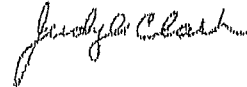
To correct the observation regarding receiving of checks for ACE the following has been implemented:

- 1) The check stub will be dated and signed by the bookkeeper and verified by another employee of the school.
- 2) A log form has been created to log each incoming check and will also be signed by the same employees as above.

Attached is a copy of the log.

  
Denny Hart  
Principal

Judy Clark  
Administrative Assistant/Bookkeeper



*Denny Hart*  
Principal

*Keondra Eberhardt*  
Student Support Specialist

*Judy Clark*  
Administrative Assistant

School District of Indian River County



Est. 1970

## TECHNICAL CENTER FOR CAREER & ADULT EDUCATION

1426 19th Street • Vero Beach, Florida 32960  
TELEPHONE: (772) 564-4970 • FAX: (772) 562-8357

November 17, 2017

RE: Audit Finding for Purchasing Textbooks

The Technical Center for Career and Adult Education will no longer be utilizing internal accounts to purchase textbooks. This school year two textbook purchasing transactions have occurred using internal accounts prior to November 1<sup>st</sup>. Beginning November 1<sup>st</sup>, the school has an online bookstore for students at <http://www.indianriverbooks.com/>. Students will now be responsible for purchasing their textbooks.

Christi Shields, Principal  
Technical Center for Career and Adult Education  
772-564-5006

*"Building Tomorrow's Dreams ..... TODAY"*



November 7, 2017

Terry Malone, Accountant  
School District of Indian River County  
6500 57<sup>th</sup> Street  
Vero Beach, FL 32967

Re: Internal Account Audit Response

Ms. Malone,

Please note the following responses and action plan to the audit findings for Wabasso School Internal Account audit for the fiscal year ending June 30, 2016.

We noticed the following during our test of receipts:

1. We noted two instances where checks were received in the mail and documentation was not provided to support the date the checks were received, and, therefore, we were unable to determine that the checks were deposited within five business days as required by Chapter 8, section III, 1.4 (c) of "Financial and Program Cost Accounting and Reporting for Florida Schools".

*Response: We have identified the two checks that do not have the supporting documentation but have noted that they were deposited within the guidelines as they were noted received in SFO and the deposit is dated within the 5 days. There is one check dated in May and deposited in July. This check was from the Lions organization and was not received until July. This check comes from their main office and the local representative did not give it to us until July.*

*In the future, we will copy each check, date and initial the date of receipt.*

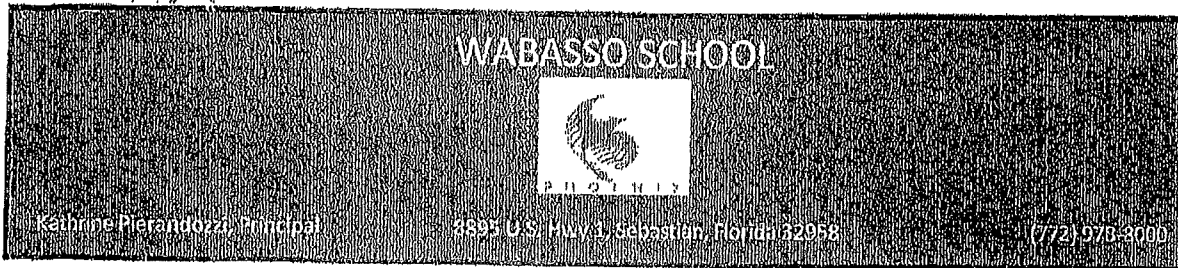
Our test of disbursements noted the following:

1. In several instances the documentation provided was not adequate to verify that the disbursement was posted to the correct account.

*Response: We apply based on newly established or previously established accounts that we have verified with Finance. Example: Check written to Majestic are posted to the "general enrichment activities" account as this is an enrichment activity for students.*

*If there are specific error, please advise so we may be aware and correct for all future activities.*

Dr. Mark Rendell, Superintendent      School District of Indian River County



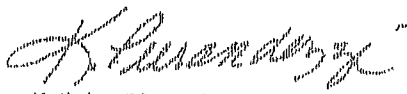
2. In two instances the documentation provided did not include support that the required approvals had been obtained.

*Response: The instances noted indicate the Principal's signature is on the check and district required forms. I inadvertently missed signing the attached receipt or invoice. I will ensure all documents are signed in the future.*

3. In one instance, a reimbursement request for an amount in excess of \$250 did not include documentation that the pre-approval required by Chapter 7, Section A (7) of the Internal Accounts Procedures manual had been obtained.

*Response: The manual states the Principal must approve all reimbursements. The noted checks were reimbursements directly to the Principal.*

*In the future, we will determine who is responsible for approving the Principal's reimbursement checks and obtain the required prior approval.*

  
Kathrine Pierandozzi, Principal

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## **ONLINE ENROLLMENT SERVICE AGREEMENT**

This Online Enrollment Service Agreement (this "Agreement") is made and entered into as of **March 2, 2018** by and between Explain My Benefits LLC ("EMB") and The School Board of Indian River County ("End User").

### **RECITALS:**

WHEREAS, End User is the Plan Sponsor of various employee benefit plans;

WHEREAS, EMB is an Enrollment and Consulting Firm; is engaged in the business of developing and maintaining an employee benefits enrollment and administration system, utilizing Auto-Bene™ and eElect™ services.

WHEREAS, End User, in addition to retaining EMB for Enrollment and Consulting services related to the employee benefits plans provided by End User to its employees, wishes to retain EMB for certain Web-Based Applications as hereinafter defined;

### **AGREEMENTS:**

In consideration of the foregoing recitals and the mutual promises set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

#### **1. WEB BASED SERVICES.**

1.1 Subject to the terms and conditions of this Agreement, EMB shall provide End User the services as set forth in the Appendix A attached hereto and made a part hereof. End User acknowledges and agrees that, in no event will EMB be liable for any indirect damages, special, incidental or consequential damages arising out of or in connection with this Agreement. The terms of Paragraph 1 will remain in effect indefinitely regardless of when or why this agreement terminates.

#### **2. SCOPE OF SERVICES.**

2.1 EMB will make Web Based Services available to the End User. The Web Based Services will be limited to the web-based applications listed in Appendix A. The End User agrees that EMB may enhance and modify the Web Based Services at any time without notice provided that such enhancements or modifications do not alter the functionality or operability of the Web Based Services. To the extent that such enhancements or modifications alter the functionality or operability of the Web Based Services, EMB shall provide End User as much advance notice as reasonably practicable (but not less than 30 days prior notice) and make available to End User training prior to the roll-out of such enhancements and modifications so as to ensure a seamless transition to the updated web-based applications.

2.2 EMB and the End User agree to use their best efforts and to cooperate with each other to gather whatever information is required to provide the End User the Web Based Services. The End User acknowledges that this information must be provided in a timely manner in an acceptable format and that the End User is responsible for the accuracy of the information. In the event EMB is unable to complete the design work to the reasonable satisfaction of the School Board by April 2, 2018 and there has been no modified timeline provided at a minimum to the End User, the School Board may terminate this Agreement and such termination shall have the same consequences as a termination for material breach under Section 3.2. Notwithstanding the foregoing, EMB shall not be liable for any delays caused by End User's or any third party's failure to timely and fully cooperate and any delays resulting therefrom shall not constitute cause for termination; provided, however, that both parties in good faith will use their best

efforts to cooperate with each other, ensure all documentation is provided in a timely manner, and mitigate the impact of any such delays.

2.3 Based on the End User's requirements and mutually agreeable specifications and compensation, Web Based Services will consist of the following services, all or in part, in the performance of its duties under this agreement, as set forth in Appendix A of this Agreement.

- A. Internet enrollment setup and inquiries or transactions processed through eElect™ software and the Auto-Bene™ database.
- B. Report the results of such interactions to End User in a mutually agreeable manner.
- C. Integrate with Payroll
- D. Integrate with Insurance Carriers

The End User agrees not to modify the scope of Web Based Services without EMB's prior written consent.

2.4 End User understands that any and all applications or software designed for End User are the exclusive property of EMB. Notwithstanding the foregoing, EMB shall not and shall cause its respective employees, agents, representatives and subcontractors, not to disclose nor use the confidential information of End User in any manner (including without limitation, End User's name, logos, trademarks or service marks) without the prior written consent of End User.

2.5 End User agrees to observe confidentiality with regard to all aspects of EMB products, including, but without limitation: Auto-Bene™/eElect™/DataWizard III™, and will not attempt to download, decompile, disassemble or reverse engineer Auto-Bene™/eElect™/DataWizard III™, or any of its components.

2.6 End User acknowledges this Agreement conveys no title to or ownership of any EMB products, including but without limitation: Auto-Bene™/eElect™/DataWizard III™, its source code, listing(s) and procedure(s) or any part or executable derivative of Auto-Bene™/eElect™/DataWizard III™, all of which are and will remain the sole property of EMB.

2.7 The End User acknowledges that Auto-Bene™/eElect™/DataWizard III™ and any data interfaces developed, are valuable intellectual property containing trade secrets and proprietary information developed by EMB, and End User agrees it will not modify or attempt to modify Auto-Bene™/eElect™/DataWizard III™, in any manner.

### **3. TERM AND TERMINATION.**

3.1 Term. The term of this Agreement shall begin on the date first written above and shall continue for 1 year from the benefit effective date of October 1, 2018. Thereafter, it shall automatically renew for subsequent one-year terms unless either party notifies the other in writing at least sixty (60) days in advance of the expiration of the then current term of its intent not to renew.

3.2 Termination by End User. End User may terminate this Agreement at any time if EMB materially breaches this Agreement; provided, however, that End User will first provide EMB written notice of the breach and thirty (30) days to remedy the breach. Upon any such termination pursuant to this Section 3.2, the consequences of such termination shall be as set forth in Appendix A.



3.3 Termination by EMB. In the event End User shall be in breach or default of any of the terms, conditions or covenants of this Agreement, including, without limitation, the payment when due of the fees set forth in Appendix A, and such breach or default shall continue for a period of ten (10) days after the date of EMB's written notice to End User, then in addition to any other rights or remedies it may have, EMB shall have the immediate right, in its sole discretion, to either (A) temporarily suspend or discontinue providing Web Based Services to End User, in which event this Agreement shall continue in full force and effect until terminated by EMB; or (B) terminate this Agreement. Said suspension, discontinuance or termination of Web Based Services by EMB in accordance with this Section 3.3 shall not be deemed to be a breach by EMB of its obligations under this Agreement.

3.4 Effect of Termination. Termination of this Agreement shall not relieve End User of its obligation to pay all fees that have accrued prior to the date of termination or are otherwise owed by End User under this Agreement, as amended by all Amendments. The parties' rights and obligations under Sections 4, 5, and 6 shall survive termination of this Agreement. Upon termination EMB shall return the data files containing the End User's census information to End User in either a CSV or Excel format that can be accessed easily by the End User. However, in no event will EMB be required to provide any proprietary information or software to the End User.

#### **4. FEES; PAYMENT TERMS.**

4.1 Fees. End User shall pay to EMB the fees in the amounts and in accordance with the payment schedule set forth in each Appendix A for the scope of EMB's Services defined in this Agreement and Appendix A. (as such fees also may be evidenced by EMB's invoices to End User) (collectively, the "Fees"). End User acknowledges that it has entered into a technology consulting agreement with EMB with associated fees on Appendix A.

4.2 Late Payments. All payments of the Fees made after the due date thereof shall be subject to a monthly finance charge at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less, commencing upon the date such payment was due. In addition, failure of End User to pay in full any fees within the time period set forth in Appendix A or any relevant Amendment, shall be deemed a breach of this Agreement by End User and will be sufficient cause for immediate termination of this Agreement by EMB. Any such suspension shall not relieve End User from paying past due fees, plus interest, and, in the event of collection enforcement, End User shall be liable for any cost associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs, and collection agency fees.

4.3 Taxes. The Fees do not include taxes. If EMB is required to pay sales, use, property, value-added or other taxes based on the Web Based Services or on End User's use of the EMB Services, then such taxes shall be billed to and paid by End User.

#### **5. DISCLAIMER; LIMITATION OF LIABILITY.**

5.1 Disclaimer. End User acknowledges and agrees that, except as expressly set forth in Appendix A (i) End User's use of the Services is at its own risk; (ii) the Web Based Services are provided on an "AS IS", "AS AVAILABLE" basis without any warranties of any kind, whether express or implied; (iii) EMB does not warrant that the Services will meet End User's requirements, that the Web Based Services will operate in the combinations which End User may select for use, or that the operation of the Web Based Services will be uninterrupted.

5.2 Limitation of Liability. Except as expressly set forth in Appendix A attached hereto, EMB makes no express or implied representations or warranties in respect of the services or condition, merchantability, fitness for any particular purpose or use by End User. EMB shall not be liable for any

(i) special, indirect, incidental, punitive or consequential damages, including loss of profits arising from or related to the breach of this Agreement or the operation or use of the services including, without limitation, damages arising from the interruption or failure of telecommunications or digital transmission links, internet slowdowns or failures, accuracy of the data on the End User's systems, performance or non-performance of any third party tools or products or their impact on the End User's systems, loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against End User by any third person, even if EMB has been advised of the possibility of such damages; (ii) damages (regardless of their nature) for any delay or failure by EMB to perform its obligations under the Agreement due to any cause beyond EMB's reasonable control; or Notwithstanding any other provision of this Agreement, EMB's liability under this Agreement whether under contract law, tort law or otherwise shall not be greater than one hundred percent (100%) of the amount actually received by EMB during the immediately preceding twelve (12) months pursuant to the terms of this Agreement in respect of the particular services performed by EMB from which such liability arose; provided, however, that the immediately preceding limitation on liability shall not apply to claims arising out of or relating to EMB's intentional misconduct or any claims described in Section 7.9 hereof.

5.3 Exclusive Remedies. For breach of the warranties, if any, contained in Appendix A, End User's exclusive remedy, and EMB's entire liability, shall be the correction of errors or conditions that cause such breach of the warranty, or, if EMB is unable to do so, this shall be cause for the End User to terminate this Agreement for material breach as provided in Section 3.2.

5.4 Insurance. During the term of this Agreement, EMB shall cause End User to be named as an additional insured under EMB's commercial liability policy or policies and shall maintain such policy or policies in full force and effect for the duration of such term (provided, however, that EMB may procure alternative policies providing substantially the same coverage provided that EMB causes End User to be named as an additional insured and provides evidence of same to End User).

6. INTENTIONALLY OMITTED.

7. MISCELLANEOUS

7.1 Authority. Each individual signing this Agreement on behalf of a corporation, Limited Liability Company, partnership or other entity represents that he or she has the necessary authority to execute this Agreement on behalf of such an entity and that all necessary entity action has been taken approving the execution of this Agreement.

7.2 Waiver. The failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not affect any subsequent breach or the right to require performance or to claim a subsequent breach.

7.3 Governing Law. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of FL, without regard to principles or conflicts of law.

7.4 Notices. All notices and other communications required hereunder shall be made in writing and shall be deemed to have been duly given and effective: (i) on the date of delivery, if delivered personally; (ii) on the earlier of the fourth (4th) day after mailing or the date of the return receipt acknowledgment, if mailed, postage prepaid, by certified or registered mail, return receipt requested; (iii) on the following day if sent by nationally recognized overnight courier service such as Federal Express; or (iv) on the date of transmission, if sent by facsimile, telecopy, telegraph, telex, e-mail or other similar communications equipment; to the respective parties at the following addresses, or at such other addresses as the parties shall designate by written notice to the other:

If to EMB: Address: Explain My Benefits  
2461 W State Route 426 STE 2021  
Oviedo, FL 32765  
Attention: David Howes  
Telephone: 321-296-8060 ext. 130  
Email: David@explainmybenefits.com  
Fax: 866-212-2847

If to End User: Address: The School Board of Indian River County  
6500 57<sup>th</sup> Street  
Vero Beach, FL 32967  
Attention: Amy Yeitter  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

7.5 Validity If any part of this Agreement is found to be invalid or unenforceable, then that part of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement in any way unless the invalidity significantly affects the ability of either party to perform as contemplated under this Agreement.

7.6 Assignment. This Agreement shall be binding upon and shall inure to the benefit of EMB and End User and their respective successors and assigns.

7.7 Entire Agreement. This Agreement and Appendix A comprise the entire agreement between the parties and may not be modified or amended except by written instrument signed by authorized representatives of the parties. In the event of a conflict between the terms of this Agreement and the terms of Appendix A or any Amendment, the terms of Appendix A or any Amendment shall control.

7.8 Data Security Breach. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree to comply with the requirements of section 501.171, Florida Statutes. In the event of a breach of security as defined in section 501.171, Florida Statutes, EMB shall notify End User immediately, but no later than ten (10) calendar days following a determination of a breach of data security involving End User's data. Additionally, EMB shall fully cooperate with End User regarding End User's statutory notification requirements, and EMB shall be fully responsible for the out-of-pocket costs incurred by End User in complying with such statutory notification requirements.

7.9 Intellectual Property Infringement. Notwithstanding any other language to the contrary contained in this Agreement, including Section 5.2, EMB agrees to fully indemnify and save the End User, its agents and employees, harmless from any and all third party claims asserted against the End User, its agents and employees, to the extent that such claims result from EMB's infringement of any third party's intellectual property or proprietary rights provided that (1) such use results in a third party suit or claim alleging infringement (a "Claim"); (2) the End User provides EMB with prompt notice of the Claim and gives EMB a reasonable opportunity to control the defense and settlement of the Claim; and (3) the End User provides reasonable cooperation and assistance to EMB's defense of the Claim. If EMB's software becomes or is likely to become the subject of an infringement claim, EMB may at its

option and expense, either: (a) procure for the End User the right to continue using such software; (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent.; or (c) terminate this Agreement and refund to End User the Fees paid by End User to EMB or the pertinent Web Based Services. Notwithstanding the foregoing, if EMB is unable to procure for End User the right to continue using such software, replace or modify the affected software so it becomes non-infringing and remains functionally equivalent and End User incurs liability to a third party pursuant to a Claim, then EMB shall continue to indemnify and hold harmless End User, its agents and employees from and against such Claims after termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**EMB**

David D. Howes  
Signature

David D. Howes  
Printed Name

Title: President

Date: 1/23/18

**End User**

Shawn R. Frost  
Signature

Shawn R. Frost  
Printed Name

Title: School District of Indian River County Board Chairman

Date: 01/23/2018

## Appendix A

### Online Enrollment Service Agreement

Date: March 2, 2018

#### SERVICES TO BE PROVIDED

##### **Design Customized Online Enrollment Site**

Based upon information provided by End User, EMB will develop a customized Benefit Communication site and an Online Enrollment Website for End User's employees to make their elections during Open Enrollment, beginning in **Summer 2018** for benefits to become effective on **October 1, 2018**. After such time, the site shall function as a life event change module for employees to change their elections, administration to terminate employees and new hires to enroll in benefits.

##### **Import Existing Employee Information**

EMB will develop an import process, based on a mutually agreeable file format, to move data into the Online Enrollment system so that employees may make their elections online. After the conclusion of the Open Enrollment, the system will continue to accept additional new hire information in the same or substantially the same format so that employees hired after the Open Enrollment will be able to use the system to elect their benefits.

##### **Information to be included in initial import (complete breakdown to be reviewed)**

- Basic Employee Information (name, SSN, hire date, salary, DOB, gender)
- Employee Elections – for health, dental, life, LTD, supplemental insurance, FSA etc.
- Address Information
- Dependent Information

##### **To the extent the applicable carrier(s) will facilitate it, Create Data Feed Format(s) Suitable for Sending Files To Client's System(s), Payroll System(s) and Insurance/Benefit Provider(s)**

EMB will work with End User to design a suitable import file specification for any internal systems such as HRIS or Payroll. The file(s) will be made available at the end of the Open Enrollment, and subsequent files will be made available on a weekly basis in time for payroll to be processed as needed. The file will contain current election information for employees and their dependents that have enrolled since the previous weekly file process.

##### **Provide Access to Auto-Bene™ and eElect™ Web Sites for End User, Client and Employees**

EMB will work with End User and Client and train them on the system – specifically the AutoBene™ Administration functions - to monitor employee elections, and make approvals to enrollments, download periodic updates to import into HRIS/Payroll system, and upload new hire employee information.

**Below are the included fees under this Agreement for Web Based Services**

**Fees**

**Setup/Configuration Fees – \$3,500**

**Data Feed Fees – \$1,000 per data file feed**

**Per Employee Per Month Fee – \$2.50 PEPM (Due Quarterly – starts on 1<sup>st</sup> of the Enrollment month, April 1, 2018)**

**Annual Renewal Maintenance Fee – up to \$3,000 (Pending scope of services of system changes at Re-enrollment 2018 and beyond)**

<b>Explain My Benefits Basic Fees</b>		
	<b>Cost</b>	<b>2018 Billing Cycle</b>
Annual Enrollment Services	\$2.50 Per Employee Per Month	Invoiced Quarterly; First invoice is submitted on "go live" date; First Payment is due within 30 days of receipt of invoice
One Time Implementation Set up Fee	\$3,500	One Time Fee-Invoiced on "go live" date; Payment due within 30 days of receipt of invoice
Initial Data/Payroll Files	\$1,000/file	Invoiced on "go live" date; Payment is due within 30 days of receipt of invoice
Any additional changes to data files/new carrier files	\$1,000/file	Invoiced upon new file creation: Payment due within 30 days of receipt of invoice.
Open Enrollment Renewal Fee	\$3,000	Annual Fee - Invoiced October 1; Due November 1

**Fee Schedule Upon Termination**

Upon termination for a material breach in accordance with Section 3.2, End User shall not be liable for paying for services attributable to the period following the effective date of termination (including any per employee enrollment fees),

Upon termination of the Agreement by End User for other than material breach in accordance with Section 3.2, End User will owe EMB for whatever services had been provided up until the date of termination less any and all fees previously paid. EMB will invoice End User within 15 days of notice of termination. The balance owed will be calculated according to the following schedule:

- For EMB Enroll benefit admin system End User will owe \$2.50 per employee through the end of the enrollment year

IN WITNESS WHEREOF, the parties hereto have executed this Online Enrollment Work Order as of the day and year first above written.

**EMB**

David D. Howes  
Signature

David D. Howes  
Printed Name

Title: President

Date: 1/16/18

**End User**

Shawn R. Frost  
Signature

Shawn R. Frost  
Printed Name

Title: School District of Indian River County Board Chairman

Date: 01/23/2018

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2018

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

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

<b>PRODUCER</b> NORTHEAST AGENCIES INC 301 WOODS PARK DR CLINTON NY 13323	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 866 467-8730	FAX (A/C, No): 888 443-6112
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  EXPLAIN MY BENEFITS LLC 2461 ALOMA AVE SUITE 2021 OVIEDO FL 32765	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> THE HARTFORD	
	<b>INSURER B :</b> NAS INSURANCE	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	01 SBA AV9057	09/20/2017	09/20/2018	EACH OCCURRENCE \$ 2000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 4000000 PRODUCTS - COMP/OP AGG \$ 4000000 \$	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			01 SBA AV9057	09/20/2017	09/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	01 WEG DW7780	02/11/2017	02/11/2018	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
B	<b>CYBER</b>		X	491235	12/07/2017	12/07/2018	EACH CLAIM 2,000,000 AGGREGATE 2,000,000	

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

SCHOOL BOARD OF INDIAN RIVER COUNTY IS LISTED AS ADDITIONAL INSURED PER THE BUSINESS LIABILITY COVERAGE FORM SS0008 ATTACHED TO POLICY.

**CERTIFICATE HOLDER****CANCELLATION**

SCHOOL BOARD OF INDIAN RIVER COUNTY 6500 57TH ST VERO BEACH, FL 32967	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE RICH HOWES
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## BUSINESS ASSOCIATE AGREEMENT

**WHEREAS**, pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, 110 Stat. 2024 (Aug. 21, 1996) (“HIPAA”), the Office of the Secretary of the Department of Health and Human Services has issued: (1) regulations providing Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Subparts A and E of Part 164 (“Privacy Rule”); (2) regulations providing Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Subpart C of Part 164 (the “Security Rule”); and (3) regulations modifying the Privacy Rule, Security Rule, Enforcement and Breach Notification Rules; and

**WHEREAS**, the privacy and security provisions of HIPAA have been amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) provisions of the American Recovery and Reinvestment Act of 2009, and any and all references in this Agreement to the “HIPAA Rules” shall be deemed to include the Privacy Rule, the Security Rule, HITECH, the Enforcement and Breach Notification Rules, and all existing and future implementing regulations, as they become effective; and

**WHEREAS**, the HIPAA Rules provide, among other things, that a Covered Entity is permitted to disclose Protected Health Information to a Business Associate and allow the Business Associate to obtain, receive, and create Protected Health Information on the Covered Entity’s behalf, only if the Covered Entity obtains satisfactory assurances in the form of a written contract, that the Business Associate will appropriately safeguard the Protected Health Information; and

**WHEREAS**, The School Board of Indian River County (the “Plan Sponsor”) maintains one or more Health Plans (“Plans”) and has entered into an Agreement with Explain My Benefits (“Business Associate”) for Web Site Employee Benefits Information Services (the “Service Agreement”), with this Agreement being an Addendum to the Service Agreement; and

**WHEREAS**, under the terms of the Service Agreement, Business Associate may receive Protected Health Information in the performance of services on behalf of such Plans, and the Plan Sponsor and Business Associate desire to determine the terms under which they shall comply with the HIPAA Rules;

**NOW THEREFORE**, the Plan Sponsor (acting on behalf of the Plans) and Business Associate agree as follows:

### 1. GENERAL HIPAA COMPLIANCE PROVISIONS

1.1. **HIPAA Definitions.** Except as otherwise provided in this Agreement, all capitalized terms contained in this Agreement shall have the meanings set forth in the HIPAA Rules.

1.2. **HIPAA Readiness.** Business Associate agrees that it will be fully compliant with the requirements of the HIPAA Rules that apply to Business Associates by the compliance dates established under such rules to the extent necessary to enable the Plans to comply with their obligations under the HIPAA Rules.

1.3. **Changes in Law.** Business Associate agrees that it will comply with any changes in HIPAA Rules by the compliance date established for any such changes. If, due to such a change, either or all of the parties are no longer required to treat Protected Health Information in the manner provided for in this Agreement, the parties shall renegotiate this Agreement, subject to the requirements of Section 5. Any such renegotiation shall occur as soon as practicable following the occurrence of the change.

1.4. **Nature of Relationship.** The parties acknowledge that:

1.4.1. Each Plan is a Group Health Plan and a Covered Entity;

1.4.2. The Plans, if more than one, may be collectively part of an Organized Health Care Arrangement (“OHCA”);

1.4.3. Business Associate is a Business Associate of one of more of the Plans;  
and

1.4.4. Plan Sponsor is the plan sponsor (as defined in section 3(16)(b) of Employee Retirement Income Security Act of 1974 29 USC § 1001 *et seq.*, as amended (“ERISA”)) of each Plan, is not a Covered Entity, and acts in the capacity of a plan sponsor as defined in the HIPAA Rules.

1.4.5. Whenever reference is made in this Agreement to actions or undertakings of a Plan, to reports or information provided by the Business Associate to a Plan, or to instructions to the Business Associate from a Plan, the reference to the Plan shall be to the person or entity designated in such Plan’s documents as having responsibility for Plan administration or, if no designation is made therein, the Plan Sponsor.

## 2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1. **Permitted Uses and Disclosures of Protected Health Information.**

2.1.1. **Uses and Disclosures on Behalf of the Plan.** The Business Associate shall be permitted to use and disclose Protected Health Information for services Business Associate is providing to pursuant to the Service Agreement, which may include but not be limited to Treatment, Payment activities and/or Health Care Operations, and as otherwise required to perform its obligations under this Agreement and the Service Agreement.

2.1.2. **Other Permitted Uses and Disclosures.** In addition to the uses and disclosures set forth in Section 2.1.1, Business Associate may use or disclose Protected Health Information received from, or created or received on behalf of, the Plan under the following circumstances:

2.1.2.1. **Disclosures to the Plan Sponsor.** Business Associate may provide:

i. Summary Health Information to the Plan Sponsor upon Plan Sponsor’s written request which specifies that the purpose of the request is either: (a) to obtain premium bids for providing health insurance coverage to a Plan; and/or (b) to modify, amend or terminate a Plan;

ii. Information to the Plan Sponsor on whether an individual is participating in a Plan or is enrolled or has disenrolled from any insurance coverage offered by the Plan; and

iii. Protected Health Information to the Plan Sponsor for purposes of Plan Administration Functions, provided that the Plan Sponsor has provided to Business Associate: (a) a copy of Plan Sponsor's certification to the applicable Plan under 45 CFR 164.504(f)(2) relating to the required amendment of such Plan's plan documents (the "Certification"), and (b) a list of employees of or descriptions of positions with Plan Sponsor who are authorized in accordance with the applicable plan documents to receive Protected Health Information from the Business Associate in connection with Plan Administration Functions of such Plan.

**2.1.2.2. Use of Protected Health Information for Management, Administration, and Legal Responsibilities.** Business Associate is permitted to use Protected Health Information if necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities.

**2.1.2.3. Disclosure of Protected Health Information For Management, Administration, and Legal Responsibilities.** Business Associate is permitted to disclose Protected Health Information if necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities, provided that the disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person will notify Business Associate immediately of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

**2.1.2.4. Data Aggregation Services.** Business Associate is also permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 CFR 164.501, relating to the health care operations of a Plan.

**2.1.2.5. Commercial Purposes.** Business Associate is only permitted to receive direct or indirect remuneration for any exchange of PHI not otherwise authorized under HITECH without individual authorization, if (i) specifically required for the provision of services under the underlying Service Agreement; (ii) for treatment purposes; (iii) providing the individual with a copy of his Protected Health Information; or (iv) otherwise determined by the Secretary in regulations.

**2.1.3. Further Uses Prohibited.** Except as provided in Sections 2.1.1 and Section 2.1.2, Business Associate is prohibited from further using or disclosing any information received from the Plan, or from any other Business Associate of the Plan, for any commercial purposes of Business Associate, including, for example, "data mining." Business Associate shall not engage in any sale (as defined in HIPAA Rules) of Protected Health Information. Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA Rules.

**2.2. Minimum Necessary.** Business Associate shall only request, use, and disclose the minimum amount of Protected Health Information necessary to accomplish the purposes of the request, use, or disclosure. Business Associate and Plan Sponsor acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with HITECH and the HIPAA Rules.

**2.3. Prohibited, Unlawful, or Unauthorized Use and Disclosure of Protected Health Information.** Business Associate shall not use or further disclose any Protected Health Information received from, or created or received on behalf of, the OHCA or a Plan, in a manner that would violate the requirements of the Privacy Rule if done by the OHCA or such Plan.

**2.4. Required Privacy Safeguards.** Business Associate will develop, implement, maintain, and use appropriate safeguards to prevent use or disclosure of Protected Health Information received from, or created or received on behalf of, the OHCA or a Plan or other than as provided for in this Agreement or as required by law, including adopting policies and procedures regarding the safeguarding of Protected Health Information; and providing training to relevant employees, independent contractors, and subcontractors on such policies and procedures to prevent the improper use or disclosure of Protected Health Information. To the extent Business Associate will carry out one or more of Plan Sponsor's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rules that apply to the Plan Sponsor in the performance of such obligations.

**2.5. Mitigation of Improper Uses or Disclosures.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

**2.6. Reporting of Unauthorized Uses and Disclosures.** Business Associate shall promptly report in writing to the applicable Plan any use or disclosure of Protected Health Information not provided for under this Agreement, of which Business Associate becomes aware, but in no event later than fifteen (15) business days of first learning of any such use or disclosure. Business Associate agrees that if any of its employees, agents, subcontractors or representatives use or disclose Protected Health Information received from, or created or received on behalf of, a Plan, or any derivative De-identified Information in a manner not provided for in this Agreement, Business Associate shall ensure that such employees, agents, subcontractors and representatives shall receive training on Business Associate's procedures for compliance with the HIPAA Rules, or shall be sanctioned or prevented from accessing any Protected Health Information Business Associate receives from, or creates or receives on behalf of, a Plan. Continued use of Protected Health Information in a manner contrary to the terms of this Agreement shall constitute a material breach of this Agreement.

**2.7. Security Rule.**

**2.7.1. Security Safeguards.** Business Associate agrees to implement administrative, physical, and technical safeguards set forth in the Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of any Plan, the OHCA or Plan Sponsor.

**2.7.2. Security Incidents.** Business Associate agrees to report to the OHCA and Plan Sponsor any unauthorized access, use, disclosure, modification, or destruction of information or interference with information system operations which affect Electronic Protected Health Information created, received, maintained, or transmitted on behalf of the OHCA or any Plan of which Business Associate becomes aware. Business Associate agrees to also report to the OHCA and Plan Sponsor any attempted unauthorized access affecting Electronic Protected Health Information created, received, maintained, or transmitted on behalf of the OHCA or any Plan of

which Business Associate becomes aware; provided that Business Associate determines that the attempted access was material and credible.

2.8. **Breach Notifications.** Business Associate agrees to notify the applicable Plan and the Plan Sponsor of any Breach of Unsecured Protected Health Information within 10 days from the date of discovery.

2.8.1. **Information About Breach.** Business Associate shall provide a report to the Plan within twenty-five (25) days of discovery of a Breach except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of Business Associate necessitate additional time. Under such circumstances Business Associate shall provide to the Plan the required information as soon as possible and without unreasonable delay, but in no event later than thirty-five (35) calendar days from the date of discovery of the Breach. A Breach will be treated as discovered in accordance with 45 CFR §164.410. The report shall include: (i) the date of the Breach; (ii) the date of discovery of the Breach; (iii) a list of each individual whose Unsecured Protected Health Information has been or is reasonably believed to have been used, accessed, acquired, or disclosed during the Breach; (iv) a description of the type of Unsecured Protected Health Information involved; (v) the identity of who made the non-permitted use or disclosure and who received the non-permitted disclosure (if known); and (vi) any other details necessary to complete an assessment of the risk of harm to the affected individual.

2.8.2. **Notification to Individual and Others.** Unless otherwise agreed between the Plan Sponsor and Business Associate, the Plan shall be responsible to provide notification to individuals whose Unsecured Protected Health Information has been disclosed, as well as the Secretary of Health and Human Services and the media, as required by 45 CFR 164 Subpart D.

2.8.3. **Investigation and New Procedures.** Business Associate agrees to investigate the Breach and to establish procedures to mitigate losses and protect against future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Business Associate in the time and manner reasonably requested by the Plan.

2.9. **Plan Participant Requests.** The Plans, Plan Sponsor and Business Associate acknowledge that Plan participants have certain rights under the Privacy Rule to access, amend and receive an accounting of certain disclosures of their Protected Health Information. Business Associate further understands that the Plans have developed specific policies and procedures to be followed for Plan participants who make such requests as an exercise of their rights under the Privacy Rule. A request by a Plan participant or such participant's personal representative made in accordance with such policies and procedures to access, amend or receive an accounting of disclosures of the participant's Protected Health Information is referred to herein as a "Formal HIPAA Request."

2.9.1. **Access to Protected Health Information.** Within ten (10) days of a Plan's request on behalf of an individual, Business Associate agrees to make available to the Plan (or, at the direction of the Plan, the Plan participant) any relevant Protected Health Information in a Designated Record Set received from, or created or received on behalf of the Plan in accordance with the Privacy Rule. If Business Associate receives, directly or indirectly, a request from an individual requesting Protected Health Information, Business Associate shall notify the Plan in writing promptly of such request no later than 5 business days of receiving such request. If a Plan requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Plan if it is readily producible in

such format; if it is not readily producible in such format, Business Associate will work with the Plan to determine an alternative form and format that enables the Plan to meet its electronic access obligations under 45 CFR §164.524.

**2.9.2. Amendment of Protected Health Information.** Within ten (10) days of a Plan's request, Business Associate agrees to make available to the Plan any relevant Protected Health Information in a Designated Record Set received from, or created or received on behalf of the Plan so the Plan may fulfill its obligations to amend such Protected Health Information pursuant to the Privacy Rule. At the direction of such Plan, Business Associate shall incorporate any amendments to Protected Health Information into any and all Protected Health Information Business Associate maintains. If Business Associate receives, directly or indirectly, a request from an individual for an amendment to Protected Health Information, Business Associate shall notify the Plan in writing promptly of such request no later than five (5) business days of receiving such request. Each Plan shall have full discretion to determine whether the requested amendment shall occur.

**2.9.3. Accounting of Disclosures.** Business Associate shall maintain, beginning as of the date Business Associate first receives Protected Health Information from a Plan or the Plan Sponsor, an accounting of those disclosures of Protected Health Information it receives from, or creates or receives on behalf of the Plans which are not excepted from disclosure accounting under the Privacy Rule. Within ten (10) days of a Plan's request, Business Associate shall make available to such Plan, or, at the direction of such Plan, the Plan participant, the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528. If Business Associate receives, directly or indirectly, a request from an individual requesting an accounting of disclosures of Protected Health Information, Business Associate shall notify the applicable Plan in writing promptly of such request no later than 5 business days of receiving such a request. Business Associate shall not provide such an accounting based on an individual's Formal HIPAA Request unless directed by such Plan. Each Plan shall have full discretion to determine whether the requested accounting shall be provided to the requesting individual. Business Associate will maintain the disclosure information for at least 6 years following the date of the accountable disclosure to which the disclosure information relates.

**2.10. Restrictions and Confidential Communications.** Business Associate shall, upon notice from a Plan in accordance with Section 3.3, accommodate any restriction to the use or disclosure of Protected Health Information and any request for confidential communications to which such Plan has agreed in accordance with the Privacy Rule.

**2.11. Subcontractors.** Business Associate will require each of its agents, including any subcontractor (if permitted under the applicable Service Agreement), to whom it provides Protected Health Information received from, or created or received on behalf of, a Plan to agree, in a written agreement with Business Associate, to comply with the Security Rule, and to agree to all of the same restrictions and conditions contained in this Agreement or the HIPAA Rules that apply to Business Associate with respect to such information.

**2.12. Data Transmission.** The parties agree that Business Associate shall, on behalf of the Plans, transmit data for transactions that are required to be conducted in standardized format under the HIPAA Rules.

**2.12.1. Standardized Format.** Business Associate shall comply with the HIPAA Rules for all transactions conducted on behalf of the Plans that are required to be in standardized format.



2.12.2. **Subcontractors.** Business Associate shall ensure that any of its subcontractors to whom it delegates any of its duties under its contract with a Plan, agrees to conduct and agrees to require its agents or subcontractors to comply with the HIPAA Rules for all transactions conducted on behalf of such Plan that are required to be in standardized format.

2.13. **Audit.**

2.13.1. **Audit by Secretary of Health and Human Services.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, the Plans available to the Secretary of Health and Human Services upon request for purposes of determining compliance by the Plans with the HIPAA Rules.

2.13.2. **Audit by a Plan.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, a Plan available to such Plan within fourteen (14) business days of such Plan's request for the purposes of monitoring Business Associate's compliance with this Agreement.

2.14. **Enforcement.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules.

### 3. OBLIGATIONS OF COVERED ENTITY

3.1. **Notice of Privacy Practices.** The Plans shall provide Business Associate with the notice of privacy practices that the OHCA produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

3.2. **Revocation of Permission.** Each Plan shall provide Business Associate with any changes in, or revocation of, permission by any individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures with respect to such Plan.

3.3. **Notice of Restrictions and Confidential Communications.** Each Plan shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that such Plan has agreed to in accordance with 45 CFR § 164.522. The applicable Plan shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information and any request for confidential communications to which, in accordance with the Privacy Rule, such Plan has agreed.

3.4. **Permissible Requests By the Plan.** Except as provided in Section 2.1, the Plans shall not request that Business Associate use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

### 4. LIABILITY

4.1. **Indemnification by Business Associate.** Business Associate shall be solely responsible for, and shall indemnify and hold the Plans harmless from any and all claims, damages, or causes of action arising out of the gross negligence or willful misconduct of Business Associate or Business Associate's employees, agents, and subcontractors, and Business Associate will pay all losses, costs, liabilities, and expenses agreed to in settlement of, or in compromise of, or finally

awarded any Plan in connection with such claims or actions. The Plans shall notify Business Associate promptly of any action or claims threatened against or received by them and provide Business Associate with such cooperation, information, and assistance as Business Associate shall reasonably request in connection therewith. This Section 4.1 shall survive the termination of this Agreement.

## 5. AMENDMENT AND TERMINATION

5.1. **Termination for Violation of Agreement.** Without limiting the rights of the parties under the Service Agreement, the Plan Sponsor will have the right to terminate this Agreement and the Service Agreement if Business Associate has engaged in an activity or practice that constitutes a material breach or violation of Business Associate's obligations regarding Protected Health Information under this Agreement and, on notice of such material breach or violation from such Plan Sponsor, fails to take reasonable and diligent steps to cure the breach or end the violation. The Plan Sponsor will follow the notice of termination procedures (if any) applicable to the Service Agreement. Notwithstanding the termination of this Agreement, Business Associate shall continue to comply with Section 5.2 hereof after termination of this Agreement.

5.2. **Return of Protected Health Information.** At termination of this Agreement or the Service Agreement, whichever shall be first to occur, Business Associate shall return to the Plans all Protected Health Information received from, or created or received on behalf of, such Plans that Business Associate maintains in any form and shall retain no copies of such information. This provision shall also apply to Protected Health Information that is in the possession of any Subcontractor of Business Associate. Further, Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information. If such return is not feasible, Business Associate shall notify the Plan Sponsor thereof and Business Associate shall destroy such Protected Health Information and/or extend the protections of this Agreement to such Protected Health Information retained by Business Associate and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

## 6. MISCELLANEOUS PROVISIONS

6.1. **Third-Party Beneficiary.** No individual or entity is intended to be a third-party beneficiary to this Agreement.

6.2. **Severability.** If any provisions of this Agreement shall be held by a court of competent jurisdiction to be no longer required by the HIPAA Rules, the parties shall exercise their best efforts to determine whether such provision shall be retained, replaced, or modified.

6.3. **Procedures.** The parties shall comply with procedures mutually agreed upon by the parties to facilitate the Plans' compliance with the HIPAA Rules, including procedures for employee sanctions and procedures designed to mitigate the harmful effects of any improper use or disclosure of the Protected Health Information of any Plans.

6.4. **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Florida, except to the extent federal law applies.

6.5. **Headings.** The headings and subheadings of the Agreement have been inserted for convenience of reference only and shall not affect the construction of the provisions of the Agreement.

6.6. **Cooperation.** The parties shall agree to cooperate and to comply with procedures mutually agreed upon to facilitate compliance by the Plans with the HIPAA Rules, including procedures designed to mitigate the harmful effects of any improper use or disclosure of the Plans' Protected Health Information.

6.7. **Notice.** All notices, requests, demands, approvals, and other communications required or permitted by this Agreement shall be in writing and sent by certified mail or by personal delivery. Such notice shall be deemed given on any date of delivery by the United States Postal Service. Any notice shall be sent to the following address (or such subsequent address provided by the applicable party):

6.7.1. If to Plan Sponsor:

Privacy Officer  
\_\_\_\_ The School Board of Indian River County  
\_\_\_\_ 6500 57<sup>th</sup> Street  
\_\_\_\_ Vero Beach, FL 32967  
\_\_\_\_ Attn: Carter Morrison

6.7.2. If to Business Associate

Explain My Benefits LLC  
2461 W. SR 426  
STE 2021  
Oviedo, FL 32765  
Attn: David Howes

6.8. **Conflict.** In the event of any conflict between the provisions of the Service Agreement and this Agreement, the terms of this Agreement shall govern to the extent necessary to assure the Plans' compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the undersigned, having full authority to bind their respective principals, have executed this Agreement as of this 8<sup>th</sup> day of January, 2018.

**Plan Sponsor:**

By: Shawn R. Frost

Printed Name: Shawn R. Frost

Title: School District of Indian River County Board Chairman

Date: 01/23/2018

**Business Associate:**

**Explain My Benefits**

By: David Howes

Printed Name: David Howes

Title: President

Date: 1/16/18

4252988.1

Vendor Number	Vendor Name	2017/18 Purchase Order/Spend Authority Requested	2016/17 Purchase Order/Spend Authority Requested	7/01/16 to 06/12/17 P.O.s Issued/Spend	Category	Bid/RFP/Contract or Piggyback Reference or Bid Exempt
V090359	1ST FIRE AND SECURITY INC	\$ 225,000.00	\$ 195,000.00	\$ 192,289.39	Fire Alarms - inspections, testing, repairs	St. Lucie County Bid #14-043
V081198	ADVANCED PLACEMENT PROGRAM	\$ 160,000.00	\$ 140,000.00	\$ 142,201.00	Instructional Materials	6A-1.012(15) Exempt
V080053	AFLAC	\$ 156,200.00	\$ 136,200.00	\$ 129,160.00	Benefits	6A-1.012(15) Exempt
V101900	AMERIGAS	\$ 325,000.00	\$ 325,000.00	\$ 275,000.00	LP Fuel	Broward Co. Schools Bid #15-024R
V085007	CDW GOVERNMENT LLC	\$ 900,000.00	\$ 900,000.00	\$ 863,244.52	Technology Equipment and Software	NJPA Contract #100614
V013080	CITY OF VERO BEACH UTILITIES	\$ 1,600,000.00	\$ 2,350,000.00	\$ 1,443,178.72	Utilities	Bid Exempt
V080054	CONSECO HEALTH INS CO	\$ 164,800.00	\$ 164,800.00	\$ 120,030.64	Employee Benefits	6A-1.012(15) Exempt
V099396	DAVIS VISION INC	\$ 155,000.00	\$ 155,000.00	\$ 129,014.03	Employee Benefits	6A-1.012(15) Exempt
V099393	DELTA DENTAL INSURANCE CO	\$ 1,380,400.00	\$ 1,380,400.00	\$ 1,170,943.94	Employee Benefits	6A-1.012(15) Exempt
V088974	EE&G ENVIRONMENTAL SERVICES	\$ 120,000.00	\$ 200,000.00	\$ 105,673.48	Environmental Services	Brevard Co. RFP #14-P-079-DR
V101504	FAMOSO INC dba MANPOWER	\$ 150,000.00	\$ 200,000.00	\$ 130,634.00	Substitute Custodians	FL State Alt. Contr #3141800-14-ACS
V089969	FIRST FINANCIAL ADMINISTRATORS	\$ 115,200.00	\$ 115,200.00	\$ 76,819.68	Employee Benefits	6A-1.012(15) Exempt
V023780	FLORIDA POWER & LIGHT COMPANY	\$ 2,696,200.00	\$ 2,696,200.00	\$ 2,258,815.79	Utilities	Bid Exempt
V023900	FLORIDA SCHOOL BOOK DEPOSITORY	\$ 1,719,141.88	\$ 1,719,141.88	\$ 884,853.41	Instructional Materials and Supplies	6A-1.012(15) Exempt
V024025	FLORIDA TRANSPORTATION SYSTEMS	\$ 1,150,000.00	\$ 1,244,500.00	\$ 1,050,944.81	School Buses / Parts & Inventory	DOE BID #2017-01
V086509	GRAINGER	\$ 125,000.00	\$ 125,000.00	\$ 82,018.85	MRO Parts	FL State Contract #450-000-11-ACS
V084279	HEINEMANN	\$ 170,000.00	NA	\$ 165,048.52	Instructional Materials and Supplies	6A-1.012(15) Exempt
V070618	INDIAN RIVER COUNTY SHERIFFS	\$ 540,000.00	\$ 538,985.00	\$ 539,015.00	School Resource Officers / Other Services	Board Approved Agreement 06/14/16
V032740	INDIAN RIVER COUNTY UTILITIES	\$ 275,200.00	\$ 275,200.00	\$ 241,204.57	Utilities	Bid Exempt
V099209	INDIAN RIVER STATE COLLEGE	\$ 410,000.00	\$ 391,338.51	\$ 391,338.51	Dual Enrollment / Text Books	6A-1.012(15) Exempt
V086879	INTERNATIONAL BACCALAUREATE	\$ 100,000.00	\$ 100,000.00	\$ 85,736.00	Instructional Materials and Supplies	6A-1.012(15) Exempt
V040546	M&B PRODUCTS	\$ 250,000.00	\$ 225,000.00	\$ 192,432.93	Juice	Palm Beach Co. Schools ITB #15C-34D
V082781	MARTIN FENCE	\$ 100,000.00	\$ 250,000.00	\$ 94,338.40	Fencing	Town of Davie B-12-76
V101301	NATIONAL EMPLOYEE BENEFIT	\$ 1,300,000.00	\$ 938,100.00	\$ 1,284,270.57	Employee Benefits	6A-1.012(15) Exempt
V086490	PORT CONSOLIDATED	\$ 150,000.00	\$ 230,000.00	\$ 127,945.64	Fuel Unleaded & Diesel	City of PSL Co-Op Bid #20130038
V090306	PRESIDIO NETWORKED SOLUTIONS	\$ 500,000.00	\$ 700,000.00	\$ 338,652.16	Technology Equipment and Software	FL St. Contr #43220000-WSCA-14-ACS*
V099196	REGIONS BANK	\$ 7,000,000.00	\$ 7,000,000.00	\$ 6,757,575.83	Credit card payments	Bid Exempt
V099275	ROBERT ERNESTON PRODUCE	\$ 250,000.00	\$ 250,000.00	\$ 229,658.40	Produce	Palm Beach Co. Schools ITB 15C-33D
V057921	SCERMP PC	\$ 2,401,100.00	\$ 2,401,100.00	\$ 2,381,948.00	Insurance Services	6A-1.012(15) Exempt
V089275	STANDARD INSURANCE COMPANY	\$ 550,000.00	\$ 900,000.00	\$ 513,780.59	Employee Benefits	6A-1.012(15) Exempt
V080064	TRANE	\$ 1,000,000.00	\$ 1,280,000.00	\$ 717,578.00	HVAC	TCPN #R150502
V087664	UNITED DATA TECHNOLOGIES INC	\$ 800,000.00	\$ 800,000.00	\$ 712,775.00	Technology Equipment and Software	FL St. Contr #43211500-WSCA-15-ACS*
V100088	UNUM LIFE INSURANCE COMPANY	\$ 300,000.00	\$ 262,600.00	\$ 290,291.85	Employee Benefits	6A-1.012(15) Exempt
V090538	US FOODS INC (P.O.W.E.R.B.U.Y.)	\$ 2,250,000.00	\$ 2,250,000.00	\$ 2,116,089.00	Food & Non-Food Cafeteria Items	Ocseola Co. Schools Bid C-14-0508-LH

Vendor Number	Vendor Name	2017/18 Purchase Order/Spend Authority Requested	2016/17 Purchase Order/Spend Authority Requested	7/01/16 to 06/12/17 P.O.s Issued/Spend	Category	Bid/RFP/Contract or Piggyback Reference or Bid Exempt
<b>Total approved authority</b>		\$ 29,488,241.88	\$ 30,838,765.39	\$ 26,234,501.23		

# School District of Indian River County 2017/18 Budget Priorities & Recommendations and review of the Final Legislative Conference Report



Presented to: School Board of Indian River County  
Teacher Education Center  
May 23<sup>rd</sup> 2017  
1:00pm

# 2017/18 Budget Priorities and Recommendations

## 2017/18 Budget Impactors



Item#	Budget Impactors:	Amount
8	Increase in property casualty premium	\$ 175,069
9	Three (3) month Board Contribution to Medical Insurance Fund of \$27 PEPM	\$ 145,800
	<b>Total Budget Impactors</b>	<b>\$ 6,809,107</b>
	<b>To be determined:</b>	
1	Internal Auditor for Board's Audit Committee	TBD





# School District of Indian River County

## Superintendent Performance Accountability System

Superintendent's Name: \_\_\_\_\_ School Year: \_\_\_\_\_

Board Member's Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Accountability Ratings

The Superintendent shall be rated on each item using the following scale – ratings must be based on demonstrated evidence or lack of evidence. Documents associated with the accomplishment of the Superintendent's Goals shall accompany this assessment of performance.

- 5 – Outstanding                      Has exceeded expected outcomes for goal attainment or mastery of performance objective.
- 4 – Meets Expectation              Has demonstrated goal attainment and /or a high level of performance for designated performance objective.
- 3 – Satisfactory                      Has demonstrated progress toward goal attainment or an acceptable level of performance for required performance objective.
- 2 – Improvement Expected        Progress on goal attainment or demonstration of an acceptable level of performance for required performance objectives is not up to School Board standards.
- 1 - Unsatisfactory                    No evidence of goal progress or progress towards an acceptable performance of School Board standards.

Each Board Member will rate the Superintendent in each of the performance areas. A composite score for each performance area will then be calculated based on an average of the scores in each performance area.



## School District of Indian River County

<b>Superintendent / District Goal #1</b>		<p><b>Student Success:</b> Every student receives a high quality education that is grounded in high expectations, personalized to meet his/her needs and interests, and backed by the necessary learning supports.</p>
<b>Evidence</b>	<p>The Superintendent has provided documents to support this area. Documents can be found in the Final Superintendent's Goals Assessment.</p>	
<b>Rating</b>	<p>The Assessor's Rating of the accomplishment of this goal based on information provided.</p> <p style="text-align: center;">             5 <input type="checkbox"/>      4 <input type="checkbox"/>      3 <input type="checkbox"/>      2 <input type="checkbox"/>      1 <input type="checkbox"/> </p>	
<b>Comments</b>	<p>The Assessor's Comments regarding the rating of this goal. Comments are required for a rating of 2 or below.</p>	



# School District of Indian River County

<b>Superintendent / District Goal #2</b>		<b>Culture and Climate:</b> Staff and students thrive in positive learning and work environments where they feel safe, supported, and celebrated
<b>Evidence</b>	The Superintendent has provided documents to support this area. Documents can be found in the Final Superintendent's Goals Assessment.	
<b>Rating</b>	The Assessor's Rating of the accomplishment of this goal based on information provided.  5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/>	
<b>Comments</b>	The Assessor's Comments regarding the rating of this goal. Comments are required for a rating of 2 or below.	



# School District of Indian River County

<b>Superintendent / District Goal #3</b>		<b>High Quality Workforce:</b> Employees are at the heart of our students' success, and we will attract, support, and retain a high quality workforce.
<b>Evidence</b>	The Superintendent has provided documents to support this area. Documents can be found in the Final Superintendent's Goals Assessment.	
<b>Rating</b>	The Assessor's Rating of the accomplishment of this goal based on information provided.	
	5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/>	
<b>Comments</b>	The Assessor's Comments regarding the rating of this goal. Comments are required for a rating of 2 or below.	



# School District of Indian River County



<b>Superintendent / District Goal #4</b>		<b>Communication &amp; Engagement:</b> The district uses communication and engagement to build awareness and trust, which lead to stronger relationships that benefit student learning.
<b>Evidence</b>	The Superintendent has provided documents to support this area. Documents can be found in the Final Superintendent's Goals Assessment.	
<b>Rating</b>	The Assessor's Rating of the accomplishment of this goal based on information provided.  5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/>	
<b>Comments</b>	The Assessor's Comments regarding the rating of this goal. Comments are required for a rating of 2 or below.	



# School District of Indian River County



<b>Superintendent / District Goal #5</b>		<b>Strategic Partnerships:</b> Building strong partnerships with all stakeholders in our community is vital to our success.			
<b>Evidence</b>	The Superintendent has provided documents to support this area. Documents can be found in the Final Superintendent's Goals Assessment.				
<b>Rating</b>	The Assessor's Rating of the accomplishment of this goal based on information provided.				
	5	4	3	2	1
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Comments</b>	The Assessor's Comments regarding the rating of this goal. Comments are required for a rating of 2 or below.				



# School District of Indian River County



## IMPACT / RAPPORT BUILDING

- A. Builds a favorable public image of the district and superintendency.
- B. Maintains visibility at school sites and throughout the school district.
- C. Maintains visibility in the business community.
- D. Skilled in conflict resolution, consensus, and compromise-building while maintaining a professional demeanor and the self-esteem of others.

Rating

**The Assessor's Rating of Impact/Rapport Building.**

5

4

3

2

1

Comments

**The Assessor's Comments regarding the rating of Impact/Rapport Building. Comments are required for a rating of 2 or below.**



# School District of Indian River County



## INTEGRITY

- A. Models consistent ethical, personal, and professional conduct.
- B. Develops high levels of openness and trust with Board members, staff, and the community.
- C. Considers needs of students foremost when making recommendations to the Board.
- D. Maintains consistency in interaction with staff, Board members, and community.

Rating

**The Assessor's Rating of Integrity.**

5

4

3

2

1

Comments

**The Assessor's Comments regarding the rating of Integrity. Comments are required for a rating of 2 or below.**





# School District of Indian River County



## WORK STANDARDS

- A. Insists on effective performance from associates and subordinates
- B. Selects personnel who possess integrity and qualifications for key management positions.
- C. Relates all activities and decisions to the mission of the district.
- D. Establishes course of action which results in higher performance of students.
- E. Orders priorities and insists upon quality control and cost effectiveness.

Rating

The Assessor's Rating of Work Standards.

5

4

3

2

1

Comments

The Assessor's Comments regarding the rating of Work Standards. Comments are required for a rating of 2 or below.



# School District of Indian River County



## Summary

General Comments:

Superintendent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Board Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TIMELINE FOR SUPERINTENDENT’S ASSESSMENT FOR 2017-2018 SCHOOL YEAR**

The following is a timeline from start to finish for the Approval of the Summative Assessment for the Superintendent (if applicable) and Goals; and Goal setting for the 2018-2019 school year.

**INSTRUMENT AND TIMELINE:**

- 12/12/2017 Discussion Session – Superintendent Evaluation Tool
- 1/23/2018 Adoption of Evaluation Instrument (if applicable), Goals, and Timeline

**MID-YEAR REVIEW:**

- February Board Members are encouraged to have a mid-year discussion with Superintendent

**ANNUAL PHYSICAL EXAMINATION:**

- May Copy to be submitted to the Board Office prior to the Evaluation Process

**PROCESS:**

- Before 7/1/2018 Superintendent’s Annual Progress Report
- 7/1/2018 Assessment form distributed to Board Members. Note: Board Members will complete the form and schedule individual appointments with the Superintendent to go over the assessment
- 7/13/2018 Deadline to submit individual assessments to Board Secretary in the Board Office. Board Chair will compile the information.

**FINAL ACTION:**

- 7/24/2018 Business Meeting: Approval of Superintendent’s 2017-2018 Composite Summative Performance Assessment – Chairman

**GOAL SETTING FOR 2018-2019:**

- 8/14/2018 Discussion Session on Goals for 2018-2019 School Year
  - 8/28/2018 Adoption of Superintendent’s Goals for 2018-2019
-

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## **SECOND AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

The School Board of Indian River County, Florida (hereinafter, "School Board") and Mark J. Rendell, Ed.D (hereinafter, "Superintendent") do hereby amend the Superintendent's Employment Agreement dated May 12, 2015, as amended by the First Amendment to Superintendent's Employment Agreement dated January 26, 2016 (hereinafter collectively, "Agreement"), as follows:

1. Paragraph IV of the Agreement is amended and restated as follows:

**Agreement Renewal.** On or before July 31, 2018, the School Board may by majority vote, decline to employ the Superintendent for the fifth year of this Agreement. In the event that the School Board does not affirmatively decline the fifth year of the Agreement and the Agreement therefore rolls over, upon terms and conditions mutually agreed upon, then on or before July 31, 2019, and on the same day of each year thereafter in which the contract has rolled over for an additional year, the School Board may decline to renew the Agreement, or any extension thereof, in the same manner as provided herein. Nothing herein will prevent the School Board and the Superintendent from agreeing to an extension of this Agreement for a term in excess of one year.

- A. The School Board can extend the Superintendent's Agreement for one (1) or more years beyond July 31, 2019, on terms and condition, including compensation, to be determined by mutual consent.
- B. In the sole discretion of the School Board, the action to extend or to decline to extend the Agreement may be delayed in order for the Superintendent to receive the results of annually administered student assessments and/or annually announced grades and results that are issued by the State or Federal Departments of Education, including statewide assessment results, and grades for individual schools. In the event the School Board wishes to exercise its discretion under this subparagraph, then the School Board shall no later than July 31 of each year articulate at a public meeting it is exercising its discretion to delay action on the extension or declination of extension of the Agreement, and shall provide the date upon which it will take such action.

2. Paragraph VII.B. of the Agreement is amended and restated as follows:

**Annual Evaluation.** On or before the second day in July of each year during the term of this Agreement, the Superintendent shall report to the School Board his progress in meeting goals and performance objectives established as provided under sub-paragraph A, above, and such matters as he deems relevant to his performance under this Agreement. During the two (2) week period following delivery of the Superintendent's progress report, the School Board shall review with the Superintendent his progress in meeting the goals and objectives and the working relationships among the Superintendent, School Board, faculty, staff, and community. Each individual member of the School Board may prepare and present a written or oral evaluation of the Superintendent's performance. The annual evaluation of the Superintendent's performance may include a formal evaluation procedure and form as may be mutually agreed upon by the School Board and the Superintendent. If agreement on the form for the evaluation is not mutually agreed, then it shall be as established by the School Board unilaterally. Any evaluation by a School Board member, whether written or oral, which indicates that the performance of the Superintendent has not been satisfactory overall shall include in writing the incidents or areas of unsatisfactory performance. The Superintendent shall be entitled to present a written response to any written unsatisfactory evaluations or evaluations by an individual School Board member which indicates a need for improvement. Thereafter, the School Board shall place the Superintendent's annual evaluation on a School Board business meeting agenda for action no later than July 31 of each year. In the sole discretion of the School Board, the completion of the annual evaluation process may be extended in order to allow for the School District to receive the results of annually administered tests and assessments, and/or annually announced grades and results that are issued by the State or Federal Departments of Education, including statewide assessment results, and grades for individual schools. A delay in the receipt of such data or other good cause, as determined by the School Board in its sole discretion, may delay the completion of the evaluation process beyond the start of the next fiscal year. If there is such delay, then any bonus or other compensation which the School Board may determine shall be retroactive to the beginning of the fiscal year.

3. The remaining terms of the Superintendent's Employment Agreement, as amended, shall otherwise remain in full force and effect, and shall be binding on the parties. The only exceptions are the terms that are expressly modified by this Second Amendment.

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

By: Shawn R. Frost  
Shawn R. Frost, Chairman

Date Approved: 1/23/2018

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

Date: 1/23/2018

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 November 30, 2017

FND FUNC	- 100 DESCRIPTION	GENERAL FUND	ESTIMATED REVENUE	CURRENT REVENUE NOVEMBER 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	1,430.55	9,811.88	340,188.12	3
3310	FLA EDUCATION FINANCE PROGRAM		23,384,298.00	1,923,378.00	9,920,646.00	13,463,652.00	42
3315	WORKFORCE DEVELOPMENT		1,081,854.00	90,154.00	450,770.00	631,084.00	42
3323	WITHHELD FOR SBE ADM EXPENSES		10,105.00	0.00	0.00	10,105.00	0
3343	STATE LICENSE TAX		150,000.00	23,959.54	40,840.14	109,159.86	27
3355	CLASS SIZE REDUCTION (CSR)		19,241,292.00	1,603,441.00	8,017,205.00	11,224,087.00	42
3361	SCHOOL RECOGNITION FUNDS		768,601.00	0.00	476,475.00	292,126.00	62
3371	VOLUNTARY PRE-K PROGRAM		500,000.00	48,628.43	204,820.00	295,180.00	41
3399	OTHER MISCELLANEOUS STATE REVE		86,455.00	0.00	0.00	86,455.00	0
3411	DISTRICT SCHOOL TAX		85,755,310.04	33,548,539.37	33,582,200.06	52,173,109.98	39
3414	CRITICAL OPERATING MILLAGE		8,485,584.96	3,318,918.68	3,321,119.69	5,164,465.27	39
3421	TAX REDEMPTIONS		500,000.00	0.00	0.00	500,000.00	0
3425	RENT		150,000.00	6,682.59	41,256.79	108,743.21	28
3431	INTEREST ON INVESTMENTS		225,000.00	3,182.54	32,744.22	192,255.78	15
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	897.93-	5,502.25	5,502.25-	0
3440	GIFTS, GRANTS AND REQUESTS		664,529.44	20,000.00	112,921.36	551,608.08	17
3461	ADULT ED FEES (Block Tuition)		20,000.00	2,910.00	9,560.00	10,440.00	48
3462	POSTSEC CAREER CERT & APP TECH		125,000.00	1,803.00	30,656.00	94,344.00	25
3464	CAPITAL IMPROVEMENT FEES		7,100.00	193.00	1,854.60	5,245.40	26
3465	POSTSECONDARY LAB FEES		41,750.00	2,750.00	8,156.20	33,593.80	20
3466	LIFELONG LEARNING FEES		4,000.00	440.00	4,050.00	50.00-	101
3467	GED TESTING FEES		8,000.00	1,371.25	3,945.00	4,055.00	49
3469	OTHER STUDENT FEES		20,000.00	2,200.00	11,195.00	8,805.00	56
3473	SCHOOL AGE CHILD CARE FEES		190,000.00	1,457.12	68,505.18	121,494.82	36
3491	BUS FEES		55,000.00	0.00	0.00	55,000.00	0
3494	FEDERAL INDIRECT		615,000.00	53,302.55	184,252.36	430,747.64	30
3495	OTHER MISC LOCAL SOURCES		877,692.06	239,385.35	399,121.12	478,570.94	45
3497	REFUNDS-PRIOR YEAR EXPENDITURE		0.00	0.00	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	32,866.14	99,890.24	235,109.76	30
3630	TRANSFERS-CAPITAL PROJECTS FD		5,376,636.66	35,980.00	179,655.00	5,196,981.66	3
3730	SALE OF FIXED ASSETS		135,000.00	21,519.00	52,647.90	82,352.10	39
3740	INSURANCE LOSS RECOVERIES		0.00	20.00	63,815.36	63,815.36-	0
	*		149,328,208.16	40,983,614.18	57,411,569.36	91,916,638.80	38

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 November 30, 2017

FND FUNC	- 200 DESCRIPTION	DEBT SERVICE	ESTIMATED REVENUE	CURRENT REVENUE NOVEMBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		1,422,596.90	711,305.45	711,305.45	711,291.45	50
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	26,617.92	29,034.56	8,834.56-	144
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	3,319.68	17,534.72	17,534.72-	0
3610	TRANSFERS FROM GENERAL FUND		867,259.81	0.00	328,126.78	539,133.03	38
3630	TRANSFERS-CAPITAL PROJECTS FD		11,366,548.58	1,232,861.42	1,234,261.42	10,132,287.16	11
		*	14,241,916.54	1,974,104.47	2,320,262.93	11,921,653.61	16



SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 November 30, 2017

FND FUNC	- 300 DESCRIPTION	CAPITAL FUND	ESTIMATED REVENUE	CURRENT REVENUE NOVEMBER 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	9,959,649.43	9,969,855.59	15,486,896.41	39
3431	INTEREST ON INVESTMENTS		37,512.53	3,419.71	53,407.10	15,894.57-	142
3495	OTHER MISC LOCAL SOURCES		33,468.60	0.00	33,468.60	0.00	100
3496	Impact Fees		1,100,000.00	127,824.00	513,970.00	586,030.00	47
3497	REFUNDS-PRIOR YEAR EXPENDITURE		9,736.00	9,736.00	9,736.00	0.00	100
3610	TRANSFERS FROM GENERAL FUND		1,510,000.00	0.00	1,510,000.00	0.00	100
	*		29,008,407.97	10,100,629.14	12,521,641.32	16,486,766.65	43

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 November 30, 2017

FND FUNC	- 400 DESCRIPTION	SPECIAL REVENUE	ESTIMATED REVENUE	CURRENT REVENUE NOVEMBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3201	CAREER AND TECH EDUCATION		172,227.00	11,288.61	54,642.76	117,584.24	32
3221	ADULT GENERAL EDUCATION		151,203.00	15,373.50	58,070.11	93,132.89	38
3225	Teacher/PRINCIPAL TRAIN/RECRUI		678,345.17	46,719.20	191,335.35	487,009.82	28
3230	EDUCATION FOR THE HANDICAPPED		4,090,418.28	317,922.17	1,129,084.42	2,961,333.86	28
3240	ECIA, CHAPTER 1		5,330,064.41	332,291.97	1,081,347.47	4,248,716.94	20
3242	21st CENTURY SCHOOLS		477,156.17	31,716.12	154,832.55	322,323.62	32
3261	SCHOOL LUNCH REIMBURSEMENT		4,181,460.00	474,225.91	1,706,709.80	2,474,750.20	41
3262	SCHOOL BREAKFAST REIMBURSEMENT		1,276,408.80	140,563.09	493,638.65	782,770.15	39
3263	AFTER SCHOOL SNACKS-FED REIMB		237,022.02	28,721.44	84,364.72	152,657.30	36
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	1,957.95	2,212.65	57,587.35	4
3280	FEDERAL THROUGH LOCAL		109,693.09	16,406.24	16,813.33	92,879.76	15
3293	EMERGENCY IMMIGRANT EDUC. PROG		143,094.32	10,786.68	43,448.73	99,645.59	30
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	354.52	10,898.06	8,898.06-	545
3451	STUDENT LUNCHESES		566,913.00	59,125.94	123,841.12	443,071.88	22
3452	STUDENT BREAKFASTS		87,274.80	6,049.95	12,965.30	74,309.50	15
3453	ADULT BREAKFASTS/LUNCHESES		18,164.25	1,556.50	3,728.00	14,436.25	21
3454	STUDENT A LA CARTE		543,685.50	62,811.15	188,020.10	355,665.40	35
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	0.00	116,183.68	234,793.32	33
3457	CATERING AND OTHER FOOD SALES		4,200.00	1,452.09	3,026.74	1,173.26	72
3495	OTHER MISC LOCAL SOURCES		0.00	2,034.77	6,986.67	6,986.67-	0
3499	RECPT-FOOD SERVICES INDIRECT C		0.00	0.00	24,146.01	24,146.01-	0
	*		19,404,437.81	1,561,357.80	5,646,815.32	13,757,622.49	29

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 November 30, 2017

FND FUNC	- 700 DESCRIPTION	INTERNAL SERVICE FUN	ESTIMATED REVENUE	CURRENT REVENUE NOVEMBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		507,690.00	49,948.41	79,590.39	428,099.61	16
3431	INTEREST ON INVESTMENTS		4,000.00	465.23	10,174.87	6,174.87-	254
3483	PREMIUM REVENUE-VISION INS		154,584.00	11,832.35	60,799.98	93,784.02	39
3484	PREMIUM REVENUE-HEALTH INS		18,590,219.00	1,438,409.02	7,537,586.87	11,052,632.13	41
3485	PREMIUM REVENUE-DENTAL		1,349,170.00	92,206.48	521,835.20	827,334.80	39
3486	PREMIUM REVENUE-LIFE INSURANCE		557,558.00	35,982.36	210,584.04	346,973.96	38
3487	PREMIUM REVENUE-DISABILITY INS		496,485.00	38,394.26	190,259.47	306,225.53	38
3488	CONTRIBUTIONS-FLEXIBLE SPENDIN		170,499.00	18,585.51	76,905.54	93,593.46	45
3489	Premium Revenue-EAP		34,000.00	2,906.40	11,823.00	22,177.00	35
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	1,688,730.02	8,814,559.36	14,616,311.64	38

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 November 30, 2017

FND FUNC	- 800 DESCRIPTION	AGENCY	ESTIMATED REVENUE	CURRENT REVENUE NOVEMBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		0.00	67.76	339.16	339.16-	0
		*	0.00	67.76	339.16	339.16-	0

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 November 30, 2017

FND FUNC	- 900 DESCRIPTION	ENTERPRISE FUNDS	ESTIMATED REVENUE	CURRENT REVENUE NOVEMBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		900.00	125.91	3,626.10	2,726.10-	403
3473	SCHOOL AGE CHILD CARE FEES		807,900.00	5,446.53	302,044.16	505,855.84	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	5,572.44	306,125.64	502,674.36	38

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
REVENUE STATUS SUMMARY  
November 30, 2017

FND FUNC	DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE NOVEMBER 2017	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
=====	=====	=====	=====	=====	=====	=====
	REQUEST 160 TOTAL	236,222,641.48	56,314,075.81	87,021,313.09	149,201,328.39	37

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		102130447.80	56879836.64	14934271.68	21675169.25	672.60	6785368.71	139313.82	1715815.10	.00
EXPENDITURE		33538287.71	17917198.53	4941008.09	7998902.61	60.37	2042831.63	51274.37	587012.11	.00
ENCUMBRANCE		1119492.66	.00	.00	630382.64	.00	329183.68	51782.04	108144.30	.00
BALANCE		67472667.43	38962638.11	9993263.59	13045884.00	612.23	4413353.40	36257.41	1020658.69	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		3718008.76	2858991.06	793022.56	18115.52	961.51	32277.27	2061.56	12579.28	.00
EXPENDITURE		1328499.52	1015424.97	287064.92	2556.50	471.97	14430.31	1384.46	7166.39	.00
ENCUMBRANCE		6733.24	.00	.00	3884.10	.00	2849.14	.00	.00	.00
BALANCE		2382776.00	1843566.09	505957.64	11674.92	489.54	14997.82	677.10	5412.89	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		1906583.30	1352737.71	415809.69	6327.39	.00	19617.14	96483.59	15607.78	.00
EXPENDITURE		626640.37	468585.29	130679.11	1750.77	.00	8383.47	9013.84	8227.89	.00
ENCUMBRANCE		34889.24	.00	.00	4376.62	.00	2891.00	27621.62	.00	.00
BALANCE		1245053.69	884152.42	285130.58	200.00	.00	8342.67	59848.13	7379.89	.00
INST & CURR DEV 6300										
APPROPRIATION		4138717.81	3237616.47	878208.50	8282.90	.00	8115.59	2133.58	4360.77	.00
EXPENDITURE		1663058.56	1321519.68	334337.61	1954.19	.00	1385.60	879.90	2981.58	.00
ENCUMBRANCE		5430.34	.00	.00	4702.07	.00	249.79	478.48	.00	.00
BALANCE		2470228.91	1916096.79	543870.89	1626.64	.00	6480.20	775.20	1379.19	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1817320.94	919394.02	275384.52	434065.10	.00	5610.24	2990.00	179877.06	.00
EXPENDITURE		551759.44	322967.24	86938.94	116515.64	.00	1083.77	.00	24253.85	.00
ENCUMBRANCE		96629.84	.00	.00	93639.84	.00	.00	2990.00	.00	.00
BALANCE		1168931.66	596426.78	188445.58	223909.62	.00	4526.47	.00	155623.21	.00
INSTR RELATED TECH 6500										
APPROPRIATION		10018158.01	651281.92	167944.83	619613.81	.00	36517.32	8542800.13	.00	.00
EXPENDITURE		4140986.32	275727.83	73420.17	456801.09	.00	31112.32	3303924.91	.00	.00
ENCUMBRANCE		195995.38	.00	.00	53502.77	.00	5347.00	137145.61	.00	.00
BALANCE		5681176.31	375554.09	94524.66	109309.95	.00	58.00	5101729.61	.00	.00
BOARD OF EDUCATION 7100										
APPROPRIATION		1609315.14	420655.55	164982.03	1001667.82	.00	1648.49	.00	20361.25	.00
EXPENDITURE		680289.01	292841.50	75397.34	310915.81	.00	934.36	.00	200.00	.00
ENCUMBRANCE		405229.01	.00	.00	404585.00	.00	644.01	.00	.00	.00
BALANCE		523797.12	127814.05	89584.69	286167.01	.00	70.12	.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		745899.04	297070.01	101110.39	52048.89	300.00	22564.80	.00	272804.95	.00
EXPENDITURE		198905.07	123849.84	40455.58	26186.04	76.39	5299.22	.00	3038.00	.00
ENCUMBRANCE		8470.39	.00	.00	8114.89	.00	355.50	.00	.00	.00
-----										
BALANCE		538523.58	173220.17	60654.81	17747.96	223.61	16910.08	.00	269766.95	.00
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SCH ADMINISTRATION	7300									
APPROPRIATION		9221736.17	7075974.38	1923053.69	122946.99	450.00	53266.83	20472.98	25571.30	.00
EXPENDITURE		3450963.89	2658828.34	733138.83	27385.24	118.08	17003.33	3284.52	11205.55	.00
ENCUMBRANCE		69256.33	.00	.00	55468.87	.00	12096.24	916.22	775.00	.00
-----										
BALANCE		5701515.95	4417146.04	1189914.86	40092.88	331.92	24167.26	16272.24	13590.75	.00
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FAC ACQ & CONST	7400									
APPROPRIATION		657915.78	411896.00	102092.20	30885.67	4305.00	9938.00	98798.91	.00	.00
EXPENDITURE		289784.85	170356.24	42089.84	13328.91	1911.50	4167.67	57930.69	.00	.00
ENCUMBRANCE		50566.03	.00	.00	15163.88	.00	4235.85	31166.30	.00	.00
-----										
BALANCE		317564.90	241539.76	60002.36	2392.88	2393.50	1534.48	9701.92	.00	.00
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FISCAL SERVICES	7500									
APPROPRIATION		1191309.72	854350.25	252353.11	60715.00	.00	3343.31	.00	20548.05	.00
EXPENDITURE		489851.86	355184.96	101932.54	28102.16	.00	1966.83	.00	2665.37	.00
ENCUMBRANCE		22150.49	.00	.00	14183.90	.00	.00	.00	7966.59	.00
-----										
BALANCE		679307.37	499165.29	150420.57	18428.94	.00	1376.48	.00	9916.09	.00
-----										
FOOD SERVICE	7600									
APPROPRIATION		2880.80	2684.97	195.83	.00	.00	.00	.00	.00	.00
EXPENDITURE		2880.80	2684.97	195.83	.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		2271356.84	1347921.21	397208.27	407580.88	5665.00	104568.21	2663.27	5750.00	.00
EXPENDITURE		817776.40	548568.30	166443.67	130092.50	2711.29	34395.64	1256.28	3100.00	.00
ENCUMBRANCE		147331.41	.00	.00	85932.80	140.54	61258.07	.00	.00	.00
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BALANCE		1306249.03	799352.91	230764.60	191555.58	2813.17	77705.78	1406.99	2650.00	.00
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TRANSPORTATION SER	7800									
APPROPRIATION		4645622.70	2588549.55	977850.37	298059.07	419516.33	175138.27	8271.82	178237.29	.00
EXPENDITURE		1607471.95	935096.40	313472.14	71545.91	175017.45	62955.95	980.06	48404.04	.00
ENCUMBRANCE		101453.42	.00	.00	30630.57	28819.90	35810.95	6192.00	.00	.00
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BALANCE		2936697.33	1653453.15	664378.23	195882.59	215678.98	76371.37	1099.76	129833.25	.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
OPERATION SERVICES 7900										
APPROPRIATION		12437227.18	3649121.23	1199441.23	3310196.51	3945165.80	323278.71	6178.38	3845.32	.00
EXPENDITURE		5513630.95	1447784.35	487221.53	1508265.47	1938950.73	126437.53	4971.34	.00	.00
ENCUMBRANCE		1006734.51	.00	.00	916971.34	5501.12	83567.94	694.11	.00	.00
BALANCE		5916861.72	2201336.88	712219.70	884959.70	2000713.95	113273.24	512.93	3845.32	.00
MAINTENANCE SERVICE 8100										
APPROPRIATION		3431767.68	2079579.47	614714.42	494041.06	40500.00	187276.00	13841.34	1815.39	.00
EXPENDITURE		1608539.87	977521.16	268284.06	277541.03	17604.03	65032.43	2241.77	315.39	.00
ENCUMBRANCE		294008.45	.00	.00	192065.17	446.00	93650.71	7846.57	.00	.00
BALANCE		1529219.36	1102058.31	346430.36	24434.86	22449.97	28592.86	3753.00	1500.00	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		3776684.08	1918596.78	525875.58	1090758.46	2477.57	2942.11	235833.58	200.00	.00
EXPENDITURE		1721401.11	794496.44	210934.13	656476.92	1043.08	1990.88	56359.66	100.00	.00
ENCUMBRANCE		523083.36	.00	.00	351953.10	.00	578.62	170551.64	.00	.00
BALANCE		1532199.61	1124100.34	314941.45	82328.44	1434.49	372.61	8922.28	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		163720951.75	86546257.22	23723518.90	29630474.32	4420013.81	7771471.00	9171842.96	2457373.54	.00
EXPENDITURE		58230727.68	29628636.04	8293014.33	11628320.79	2137964.89	2350619.66	3493501.80	698670.17	.00
ENCUMBRANCE		4087454.10	.00	.00	2865557.56	34907.56	632718.50	437384.59	116885.89	.00
BALANCE		101402769.97	56917621.18	15430504.57	15136595.97	2247141.36	4788132.84	5240956.57	1641817.48	.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		167759032.56	86546257.22	23723518.90	29680474.32	4420013.81	7771471.00	9171842.96	2501528.54	3943925.81
EXPENDITURE		60068854.46	29628636.04	8293014.33	11628320.79	2137964.89	2350619.66	3493501.80	698670.17	1838126.78
ENCUMBRANCE		4087454.10	.00	.00	2865557.56	34907.56	632718.50	437384.59	116885.89	.00
BALANCE		103602724.00	56917621.18	15430504.57	15186595.97	2247141.36	4788132.84	5240956.57	1685972.48	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		1144070.65	.00	.00	.00	.00	.00	.00	1144070.65	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11913135.51	.00	.00	.00	.00	.00	.00	11913135.51	.00
*SUB TOTAL										
APPROPRIATION		13057206.16	.00	.00	.00	.00	.00	.00	13057206.16	.00
EXPENDITURE		1144070.65	.00	.00	.00	.00	.00	.00	1144070.65	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11913135.51	.00	.00	.00	.00	.00	.00	11913135.51	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		13057206.16	.00	.00	.00	.00	.00	.00	13057206.16	.00
EXPENDITURE		1144070.65	.00	.00	.00	.00	.00	.00	1144070.65	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11913135.51	.00	.00	.00	.00	.00	.00	11913135.51	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FAC ACQ & CONST	7400									
APPROPRIATION		24106744.37	.00	.00	.00	.00	.00	24106744.37	.00	.00
EXPENDITURE		4823661.69	.00	.00	.00	.00	.00	4823661.69	.00	.00
ENCUMBRANCE		4590498.97	.00	.00	.00	.00	.00	4590498.97	.00	.00
BALANCE		14692583.71	.00	.00	.00	.00	.00	14692583.71	.00	.00
*SUB TOTAL										
APPROPRIATION		24106744.37	.00	.00	.00	.00	.00	24106744.37	.00	.00
EXPENDITURE		4823661.69	.00	.00	.00	.00	.00	4823661.69	.00	.00
ENCUMBRANCE		4590498.97	.00	.00	.00	.00	.00	4590498.97	.00	.00
BALANCE		14692583.71	.00	.00	.00	.00	.00	14692583.71	.00	.00
9700 - 9790										
APPROPRIATION		16743185.58	.00	.00	.00	.00	.00	.00	.00	6743185.58
EXPENDITURE		1413916.42	.00	.00	.00	.00	.00	.00	.00	1413916.42
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		15329269.16	.00	.00	.00	.00	.00	.00	.00	5329269.16
*SUB TOTAL										
APPROPRIATION		16743185.58	.00	.00	.00	.00	.00	.00	.00	6743185.58
EXPENDITURE		1413916.42	.00	.00	.00	.00	.00	.00	.00	1413916.42
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		15329269.16	.00	.00	.00	.00	.00	.00	.00	5329269.16
GRAND TOTAL FOR FUND										
APPROPRIATION		40849929.95	.00	.00	.00	.00	.00	24106744.37	.00	6743185.58
EXPENDITURE		6237578.11	.00	.00	.00	.00	.00	4823661.69	.00	1413916.42
ENCUMBRANCE		4590498.97	.00	.00	.00	.00	.00	4590498.97	.00	.00
BALANCE		30021852.87	.00	.00	.00	.00	.00	14692583.71	.00	5329269.16

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		5473873.81	3412824.20	1217836.55	523359.57	.00	220987.49	10035.00	88831.00	.00
EXPENDITURE		1165047.51	740568.04	258157.22	45121.40	.00	87672.33	1683.75	31844.77	.00
ENCUMBRANCE		64432.69	.00	.00	27888.26	.00	32153.83	4390.60	.00	.00
BALANCE		4244393.61	2672256.16	959679.33	450349.91	.00	101161.33	3960.65	56986.23	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		1282983.09	899956.63	285766.70	40823.00	.00	56436.76	.00	.00	.00
EXPENDITURE		366488.50	280317.32	73649.00	1648.18	.00	10874.00	.00	.00	.00
ENCUMBRANCE		4031.79	.00	.00	2252.72	.00	1779.07	.00	.00	.00
BALANCE		912462.80	619639.31	212117.70	36922.10	.00	43783.69	.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		2474052.77	1843034.19	524850.38	75371.71	.00	7727.35	8000.00	15069.14	.00
EXPENDITURE		639242.93	489690.92	126125.31	21270.51	.00	54.44	.00	2101.75	.00
ENCUMBRANCE		5809.83	.00	.00	5809.83	.00	.00	.00	.00	.00
BALANCE		1829000.01	1353343.27	398725.07	48291.37	.00	7672.91	8000.00	12967.39	.00
INST STAFF TRAINING 6400										
APPROPRIATION		904070.06	467893.08	115864.29	207608.96	.00	47614.73	7500.00	57589.00	.00
EXPENDITURE		220230.95	124263.88	32792.03	44877.63	.00	5314.26	.00	12983.15	.00
ENCUMBRANCE		32222.23	.00	.00	26119.46	.00	5882.77	.00	220.00	.00
BALANCE		651616.88	343629.20	83072.26	136611.87	.00	36417.70	7500.00	44385.85	.00
GEN ADMINISTRATION 7200										
APPROPRIATION		432211.79	.00	.00	.00	.00	.00	.00	432211.79	.00
EXPENDITURE		184252.36	.00	.00	.00	.00	.00	.00	184252.36	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		247959.43	.00	.00	.00	.00	.00	.00	247959.43	.00
FOOD SERVICE 7600										
APPROPRIATION		9335159.77	3054522.16	1141699.01	208159.51	269142.61	3782044.67	560646.15	318945.66	.00
EXPENDITURE		3231007.04	933885.43	321167.87	70648.35	126306.67	1135106.21	503548.10	140344.41	.00
ENCUMBRANCE		1767331.68	.00	.00	23968.48	16201.24	1673929.40	53232.56	.00	.00
BALANCE		4336821.05	2120636.73	820531.14	113542.68	126634.70	973009.06	3865.49	178601.25	.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
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		2577.72	337.18	51.36	.00	.00	.00	.00	2189.18	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		127005.29	6549.82	992.64	.00	.00	.00	.00	119462.83	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		450962.91	331113.89	74161.48	6549.32	.00	38869.27	.00	268.95	.00
EXPENDITURE		151999.75	101533.23	18193.69	2474.32	.00	29932.56	.00	134.05	.00
ENCUMBRANCE		1674.80	.00	.00	.00	.00	1674.80	.00	.00	.00
BALANCE		297288.36	229580.66	55967.79	4075.00	.00	7261.91	.00	403.00	.00
*SUB TOTAL										
APPROPRIATION		20487506.21	10020231.15	3361831.41	1061872.07	269142.61	4153680.27	586181.15	1034567.55	.00
EXPENDITURE		5960846.76	2670596.00	830136.48	186040.39	126306.67	1268953.80	505231.85	373581.57	.00
ENCUMBRANCE		1875503.02	.00	.00	86038.75	16201.24	1715419.87	57623.16	220.00	.00
BALANCE		12651156.43	7349635.15	2531694.93	789792.93	126634.70	1169306.60	23326.14	660765.98	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		20487506.21	10020231.15	3361831.41	1061872.07	269142.61	4153680.27	586181.15	1034567.55	.00
EXPENDITURE		5960846.76	2670596.00	830136.48	186040.39	126306.67	1268953.80	505231.85	373581.57	.00
ENCUMBRANCE		1875503.02	.00	.00	86038.75	16201.24	1715419.87	57623.16	220.00	.00
BALANCE		12651156.43	7349635.15	2531694.93	789792.93	126634.70	1169306.60	23326.14	660765.98	.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		18476.91	14940.48	3536.43	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		65197.09	50012.52	14184.57	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		7768122.75	40631.33	1361691.24	497407.02	1892.59	.00	.00	5866500.57	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		14389275.25	54125.67	2121131.76	737011.98	2107.41	.00	.00	11474898.43	.00
*SUB TOTAL										
APPROPRIATION		22241072.00	159710.00	3500544.00	1234669.00	4000.00	.00	.00	17342149.00	.00
EXPENDITURE		7786599.66	55571.81	1365227.67	497407.02	1892.59	.00	.00	5866500.57	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		14454472.34	104138.19	2135316.33	737261.98	2107.41	.00	.00	11475648.43	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		22241072.00	159710.00	3500544.00	1234669.00	4000.00	.00	.00	17342149.00	.00
EXPENDITURE		7786599.66	55571.81	1365227.67	497407.02	1892.59	.00	.00	5866500.57	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		14454472.34	104138.19	2135316.33	737261.98	2107.41	.00	.00	11475648.43	.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	57008.66	4910.00	700.00	.00
EXPENDITURE		303091.85	211587.42	39382.42	21904.24	.00	24961.90	4555.87	700.00	.00
ENCUMBRANCE		11456.43	.00	.00	6117.40	.00	5338.04	.99	.00	.00
BALANCE		491072.78	362279.95	69632.61	32098.36	.00	26708.72	353.14	.00	.00
*SUB TOTAL										
APPROPRIATION		805621.06	573867.37	109015.03	60120.00	.00	57008.66	4910.00	700.00	.00
EXPENDITURE		303091.85	211587.42	39382.42	21904.24	.00	24961.90	4555.87	700.00	.00
ENCUMBRANCE		11456.43	.00	.00	6117.40	.00	5338.04	.99	.00	.00
BALANCE		491072.78	362279.95	69632.61	32098.36	.00	26708.72	353.14	.00	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		805621.06	573867.37	109015.03	60120.00	.00	57008.66	4910.00	700.00	.00
EXPENDITURE		303091.85	211587.42	39382.42	21904.24	.00	24961.90	4555.87	700.00	.00
ENCUMBRANCE		11456.43	.00	.00	6117.40	.00	5338.04	.99	.00	.00
BALANCE		491072.78	362279.95	69632.61	32098.36	.00	26708.72	353.14	.00	.00

\* \* \* END OF IRBD410 REPORT \* \* \*



FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING			PRD-05 NOVEMBER 2017	
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
B	TRANSFERS	16,743,185.58	0.00	0.00	1,413,916.42	15,329,269.16
B 001	SAFETY TO HEALTH	2,430,251.61	475.00	467,890.75	375,038.02	1,586,847.84
B 002	ADA COMPLIANCE	250,941.31	0.00	0.00	27,820.23	223,121.08
B 003	ENVIRONMENTAL COMPLIANCE	1,148.14	0.00	0.00	397.03	751.11
B 004	AIR CONDITIONING	3,279,019.55	0.00	439,261.85	807,488.98	2,032,268.72
B 005	ROOFING	1,095,380.43	0.00	186,280.47	368,570.54	540,529.42
B 007	WALKWAYS AND SIDEWALKS	336,349.80	0.00	167,945.60	30,800.00	137,604.20
B 008	ELECTRICAL	189,911.71	0.00	82,093.02	52,340.58	55,478.11
B 009	SITE IMPROVEMENTS	634,766.43	0.00	160,369.54	263,091.08	211,305.81
B 010	BUILDING RENOVATIONS	1,625,073.49	0.00	76,408.56	90,379.65	1,458,285.28
B 012	TECHNOLOGY	655,038.74	0.00	6,979.00	115,227.48	532,832.26
B 013	MOTOR VEHICLES	1,174,199.40	0.00	1,075,960.00	73,848.00	24,391.40
B 016	PLUMBING & WATER PROJECTS	204,293.62	0.00	21,049.90	19,211.34	164,032.38
B 018	PAVING	380,629.31	0.00	104,176.45	111,407.36	165,045.50
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	0.00	14,654.05	36,164.92	123,823.24
B 024	MISC EQUIPMENT	392,285.83	0.00	13,749.13	102,009.45	276,527.25
B 030	CONCRETE CLASSROOM ADDITIONS	243,349.88	0.00	7,732.00	235,383.47	234.41
B 033	WINDOWS & DOORS	15,820.94	0.00	6,877.00	1,463.54	7,480.40
B 034	CUSTODIAL/GROUNDS EQUIPMENT	63,807.00	0.00	23,075.21	35,465.76	5,266.03
B 036	CONSULTING	90,748.42	0.00	36,017.80	4,000.00	50,730.62
B 037	HARDCOURT	100,000.00	0.00	0.00	0.00	100,000.00
B 044	GYM/BAND/PE	145,562.00	0.00	7,966.00	69,144.00	68,452.00
B 048	PORTABLE LEASING & FF&E	965,068.63	0.00	218,715.70	63,572.46	682,780.47
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	653,754.39	481,203.43	241,571.09
B 072	PLAYGROUNDS	726,906.55	0.00	78,895.11	147,591.30	500,420.14
B 402	NEW ADMINISTRATIVE FACILITY	24,551.86	0.00	4,700.91	14,300.50	5,550.45
B 403	SUPPORT SERVICES COMPLEX	20,000.00	0.00	0.00	5,900.00	14,100.00
B 414	PERFORMING ARTS ALLOCATION	298,723.65	0.00	46,712.51	200,178.54	51,832.60
B 421	DW CARPET TO TILE	821,887.12	0.00	14,007.00	106,997.92	700,882.20
B 429	CITRUS ADDITIONAL CLASSROOMS	118,334.32	0.00	63,743.87	15,700.00	38,890.45
B 431	DW CHILLER REPLACEMENT	960,353.16	0.00	47,793.00	25,055.00	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	317,827.41	881,048.41	28,145.70
B 447	PIE MULTI PURPOSE ROOM	172,313.70	0.00	5,900.00	0.00	166,413.70
B 448	TCCAE-TECH CENTER CAREER/ADULT	2,081,545.00	0.00	236,197.74	62,862.70	1,782,484.56
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
	*	40,849,929.95	475.00	4,590,498.97	6,237,578.11	30,021,377.87

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FND - 420 SPECIAL REVENUE - OTHER - 420		PRD-00 BEGINNING			PRD-05 NOVEMBER 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	3591.08	7953.92	63.45
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	4986418.00	1568.04	52169.60	1045653.98	3887026.38	77.95
B 110	TITLE III ENH OPP FOR IMMIG	15617.32	0.00	0.00	4888.92	10728.40	68.70
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	15740.06	190353.18	471269.76	69.57
B 134	Title I School Imp Init FY18	308560.00	0.00	10517.00	9816.00	288227.00	93.41
B 135	title I-school improv. 16/17	13729.77	0.00	0.00	13729.77	0.00	.00
B 152	Title III Part A Eng Lang 2018	127477.00	1398.15	638.34	38559.81	86880.70	68.15
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	1674.80	26276.73	217068.47	88.47
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	1627.50	20.00	43588.65	101602.85	69.19
B 200	IDEA Part B Pre K 2017-2018	115632.28	0.00	1594.11	37369.44	76668.73	66.30
B 206	IDEA Part B 2017-2018	3974786.00	0.00	19732.51	1091714.98	2863338.51	72.04
B 302	Adult Education FY 17/18	151203.00	246.24	0.00	58070.11	92886.65	61.43
B 310	Carl Perkins Sec Voc Ed FY18	172227.00	435.00	2053.99	54642.76	115095.25	66.83
	*	11042508.35	5604.93	105130.41	2713026.39	8218746.62	74.43

FND - 421 SPECIAL REVEVUE-OTHER FED DIR			PRD-00 BEGINNING			PRD-05 NOVEMBER 2017		
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM	
B	202	SEDNET ALLOCATION	20386.00	0.00	0.00	3221.50	17164.50	84.20
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	5295.29	3005.29	131.24-
B	214	TPCA 2018	62960.00	0.00	0.00	0.00	62960.00	100.00
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	3040.93	7889.45	12864.62	54.06
	*		109838.09	0.00	3040.93	16813.33	89983.83	81.92

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
REQUEST 163 TOTAL	11152346.44	5604.93	108171.34	2729839.72	8308730.45	74.50

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RECURRING VENDORS FY '18 SPEND ANALYSIS updated 1.5.2018

Vendor Number	Vendor Name		2017/18 Purchase Order/Spend Authority Requested	2017/18 Remaining Spend Authority	Category	Bid/RFP/Contract Piggyback Reference or Bid Exempt
<b>V090359</b>	<b>1ST FIRE AND SECURITY</b>		\$ 225,000.00	\$ 95,751.48	Fire Alarms - inspect,test,repair	St. Lucie Co Bid #14-043 (Repair only)
P.O.Number	Date	Amount				
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 129,248.52</b>				
<b>V081198</b>	<b>ADVANCED PLACEMENT</b>		\$ 160,000.00	\$ 41,373.00	Instructional Materials	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
1800690	THRU 12.31.17 subtotal.....	\$ 118,627.00			Exams, testing charges VBHS	
<b>V080053</b>	<b>AFLAC</b>		\$ 156,200.00	\$ 87,894.10	Benefits	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
<b>Misc. Checks</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 68,305.90</b>				
<b>V101900</b>	<b>AMERIGAS</b>		\$ 325,000.00	\$ 125,949.00	LP Fuel for school buses	Broward Co. Schools Bid #15-024R
P.O.Number	Date	Amount				
18000308	THRU 12.31.17 subtotal.....	\$ 199,051.00				
<b>V085007</b>	<b>CDW GOVERNMENT LLC</b>		\$ 900,000.00	\$ 603,678.30	Technology Equipment/Software	NJPA Contract #100614
P.O.Number	Date	Amount				
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 296,321.70</b>				
<b>V013080</b>	<b>CITY OF VERO BEACH UTILITIES</b>		\$ 1,600,000.00	\$ 922,324.06	Utilities	Bid Exempt
P.O.Number	Date	Amount				
<b>Misc. Checks</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 677,675.94</b>				
<b>V080054</b>	<b>CONSECO HEALTH INS CO</b>		\$ 164,800.00	\$ 111,824.72	Employee Benefits	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
<b>Misc. Checks</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 52,975.28</b>				
<b>V099396</b>	<b>DAVIS VISION INC</b>		\$ 155,000.00	\$ 77,891.20	Employee Benefits	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
<b>Misc. Checks</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 77,108.80</b>				
<b>V099393</b>	<b>DELTA DENTAL INSURANCE CO</b>		\$ 1,380,400.00	\$ 698,921.55	Employee Benefits	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
<b>Misc. Checks</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 681,478.45</b>				
<b>V088974</b>	<b>EE&amp;G ENVIRONMENTAL</b>		\$ 120,000.00	\$ 37,040.00	Environmental Services	Brevard Co. RFP #14-P-079-DR
P.O.Number	Date	Amount				
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 82,960.00</b>				

RECURRING VENDORS FY '18 SPEND ANALYSIS updated 1.5.2018

Vendor Number	Vendor Name		2017/18 Purchase Order/Spend Authority Requested	2017/18 Remaining Spend Authority	Category	Bid/RFP/Contract Piggyback Reference or Bid Exempt
<b>V101504</b>	<b>FAMOSO INC dba MANPOWER</b>		<b>\$ 150,000.00</b>	<b>\$ 51,000.00</b>	Substitute Custodians	<b>FL State Alt. Contr #3141800-14-ACS</b>
P.O.Number	Date	Amount				
1800219	07.01.2017	\$ 98,000.00			Blanket for subs	
10801796	09.07.2017	\$ 1,000.00			Blanket to clean shelters	
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 99,000.00</b>				
<b>V089969</b>	<b>FIRST FINANCIAL ADMIN.</b>		<b>\$ 115,200.00</b>	<b>\$ 65,786.40</b>	Employee Benefits	<b>6A-1.012(15) Exempt</b>
P.O.Number	Date	Amount				
<b>Misc. Checks</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 49,413.60</b>				
<b>V023780</b>	<b>FLORIDA POWER &amp; LIGHT</b>		<b>\$ 2,696,200.00</b>	<b>\$ 1,190,655.75</b>	Utilities	<b>Bid Exempt</b>
P.O.Number	Date	Amount				
<b>Misc. Checks</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 1,505,544.25</b>				
<b>V023900</b>	<b>FLORIDA SCHOOL BOOK</b>		<b>\$ 1,719,141.88</b>	<b>\$ 570,623.02</b>	Instructional Materials/Supplies	<b>6A-1.012(15) Exempt</b>
		Amount				
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 1,148,518.86</b>				
<b>V024025</b>	<b>FL TRANSP. SYSTEMS</b>		<b>\$ 1,150,000.00</b>	<b>\$ 100,967.11</b>	School Buses / Parts & Inventory	<b>DOE BID #2017-01 (buses only)</b>
P.O.Number	Date	Amount				
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 1,049,032.89</b>				
<b>V086509</b>	<b>GRAINGER</b>		<b>\$ 125,000.00</b>	<b>\$ 57,183.21</b>	MRO Parts	<b>FL State Contract #450-000-11-ACS</b>
P.O.Number	Date	Amount				
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 67,816.79</b>				
<b>V084279</b>	<b>HEINEMANN</b>		<b>\$ 170,000.00</b>	<b>\$ 131,195.63</b>	Instructional Materials/Supplies	<b>6A-1.012(15) Exempt</b>
P.O.Number	Date	Amount				
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 38,804.37</b>				
<b>V070618</b>	<b>INDIAN RIVER CO SHERIFFS</b>		<b>\$ 540,000.00</b>	<b>\$ 508,705.00</b>	Resource Officers/Other Srvs.	<b>Board Approved 06/14/16</b>
P.O.Number	Date	Amount				
1800061	07.01.2017	\$ 2,000.00			VBHS Senior pranks / graduation	
1800173	07.01.2017	\$ 20,000.00			VBHS Athletic events	
1800895	07.19.2017	\$ 1,500.00			GM School related activities	
1801000	07.24.2017	\$ 2,695.00			Board meetings	
1801848	09.18.2017	\$ 5,100.00			SRO training	



RECURRING VENDORS FY '18 SPEND ANALYSIS updated 1.5.2018

Vendor Number	Vendor Name		2017/18 Purchase Order/Spend Authority Requested	2017/18 Remaining Spend Authority	Category	Bid/RFP/Contract Piggyback Reference or Bid Exempt
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 31,295.00</b>				
<b>V032740</b>	<b>INDIAN RIVER CO UTILITIES</b>		<b>\$ 275,200.00</b>	<b>\$ 166,536.21</b>	Utilities	<b>Bid Exempt</b>
P.O.Number	Date	Amount				
<b>Misc. Checks</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 108,663.79</b>				
<b>V099209</b>	<b>INDIAN RIVER STATE COLLEGE</b>		<b>\$ 410,000.00</b>	<b>\$ 40,900.00</b>	Dual Enrollment/Textbooks/Fees	<b>Board Apprd. 08.22.17 Action A</b>
P.O.Number	Date	Amount				
1801347	08.10.2017	\$ 86,500.00			Textbooks both high schools	
1801512	08.17.2017	\$ 282,600.00			Fees both high schools	
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 369,100.00</b>				
<b>V086879</b>	<b>INTNL. BACCALAUREATE</b>		<b>\$ 100,000.00</b>	<b>\$ 68,325.00</b>	Instr. Materials/Supplies/Fees	<b>6A-1.012(15) Exempt</b>
P.O.Number	Date	Amount				
1800349	07.01.2017	\$ 10,050.00			SRM fees	
1800376	07.01.2017	\$ 8,520.00			Liberty Magnet fees	
1802692	11.21.2017	\$ 286.00			Late Subject Fee	
1802693	11.21.2017	\$ 1,169.00			Core Fee for Estended Essay	
1801510	08.17.2017	\$ 11,650.00			SRHS fees	
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 31,675.00</b>				
<b>V040546</b>	<b>M&amp;B PRODUCTS</b>		<b>\$ 250,000.00</b>	<b>\$ 44,525.00</b>	Juice	<b>Palm Beach Co. Schls ITB #15C-34D</b>
P.O.Number	Date	Amount				
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 205,475.00</b>				
<b>V082781</b>	<b>MARTIN FENCE</b>		<b>\$ 100,000.00</b>	<b>\$ 37,477.00</b>	Fencing	<b>Town of Davie B-12-76</b>
P.O.Number	Date	Amount				
1800742	07.18.2017	\$ 10,788.00				
1802714	11.22.2017	\$ 51,735.00				
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 62,523.00</b>				
<b>V101301</b>	<b>NATIONAL EMPLOYEE BENEFIT</b>		<b>\$ 1,300,000.00</b>	<b>\$ 841,592.88</b>	Employee Benefits	<b>6A-1.012(15) Exempt</b>
P.O.Number	Date	Amount				
<b>Misc. Checks</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 458,407.12</b>				
<b>V086490</b>	<b>PORT CONSOLIDATED</b>		<b>\$ 150,000.00</b>	<b>\$ 19,826.95</b>	Fuel Unleaded & Diesel	<b>City of PSL Co-Op Bid #20130038</b>
P.O.Number	Date	Amount				
1800307	07.01.2017	\$ 80,000.00			Unleaded	
1800309	07.02.17	\$ 35,200.00			Diesel	
1800311	07.01.2017	\$ 9,600.00			Oil	

RECURRING VENDORS FY '18 SPEND ANALYSIS updated 1.5.2018

Vendor Number	Vendor Name		2017/18 Purchase Order/Spend Authority Requested	2017/18 Remaining Spend Authority	Category	Bid/RFP/Contract Piggyback Reference or Bid Exempt
1801724	08.29.2017	\$ 373.05			Diesel SSC	
1801810	09.14.2017	\$ 5,000.00			Blanket diesel for generators	
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 130,173.05</b>				
<b>V090306</b>	<b>PRESIDIO NETWORKED</b>		<b>\$ 500,000.00</b>	<b>\$ 456,752.33</b>	Technology Equipment/Software	<b>FL St. Contr #43220000-WSCA-14-ACS*</b>
P.O.Number	Date	Amount				
1800413	07.01.2017	\$ 2,243.67			Storage	
1800416	07.01.2017	\$ 4,500.00			Services & Support	
1800417	07.01.2017	\$ 12,600.00			1000 License Maintenance	
1800546	07.12.2017	\$ 2,000.00			VLAN Support / Physical Plant	
1801353	08.10.2017	\$ 21,904.00			Network Services	
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 43,247.67</b>				
<b>V099196</b>	<b>REGIONS BANK</b>		<b>\$ 7,000,000.00</b>	<b>\$ 3,141,845.35</b>	Credit card payments	<b>Bid Exempt</b>
P.O.Number	Date	Amount				
<b>Misc. Checks</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 3,858,154.65</b>				
<b>V099275</b>	<b>ROBERT ERNESTON PRODUCE</b>		<b>\$ 250,000.00</b>	<b>\$ 54,524.91</b>	Produce	<b>Palm Beach Co. Schools ITB 15C-33D</b>
P.O.Number	Date	Amount				
MISC Pcard	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 195,475.09</b>				
<b>V057921</b>	<b>SCERMP PC</b>		<b>\$ 2,576,169.00</b>	<b>\$ 17,836.16</b>	Insurance Services	<b>6A-1.012(15) Exempt</b>
P.O.Number	Date	Amount				
<b>1801061</b>	<b>12.31.17 (&amp; direct pay) Subtotal</b>	<b>\$ 2,558,332.84</b>				
<b>V089275</b>	<b>STANDARD INSURANCE CO</b>		<b>\$ 550,000.00</b>	<b>\$ 326,558.99</b>	Employee Benefits	<b>6A-1.012(15) Exempt</b>
P.O.Number	Date	Amount				
<b>Misc. Checks</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 223,441.01</b>				
<b>V080064</b>	<b>TRANE</b>		<b>\$ 1,000,000.00</b>	<b>\$ 986,912.00</b>	HVAC	<b>TCPN #R150502</b>
P.O.Number	Date	Amount				
1800203	07.01.2017	\$ 5,500.00			Blanket for service calls	
1801844	09.15.2017	\$ 3,138.00			Replacement parts SG	
1802145	10.09.2017	\$ 4,450.00			Repair Dodgertown	
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 13,088.00</b>				
<b>V087664</b>	<b>UNITED DATA TECHNOLOGIES</b>		<b>\$ 800,000.00</b>	<b>\$ 717,576.20</b>	Technology Equipment/Software	<b>FL St. Contr #43211500-WSCA-15-ACS*</b>
P.O.Number	Date	Amount				
<b>Multiple P.O.'s</b>	<b>THRU 12.31.17 subtotal.....</b>	<b>\$ 82,423.80</b>				

RECURRING VENDORS FY '18 SPEND ANALYSIS updated 1.5.2018

Vendor Number	Vendor Name		2017/18 Purchase Order/Spend Authority Requested	2017/18 Remaining Spend Authority	Category	Bid/RFP/Contract Piggyback Reference or Bid Exempt
V100088	UNUM LIFE INSURANCE CO		\$ 300,000.00	\$ 186,582.03	Employee Benefits	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
Misc. Checks	THRU 12.31.17 subtotal.....	\$ 121,853.42				
V090538	US FOODS (P.O.W.E.R.B.U.Y.)		\$ 2,250,000.00	\$ 286,207.25	Food & Non-Food Cafeteria Items	Ocseola Co. Schools Bid C-14-0508-LH
P.O.Number	Date	Amount				
Multiple P.O.'s	THRU 12.31.17 subtotal.....	\$ 1,963,792.75				
Total approved authority			\$ 29,663,310.88	\$12,872,741.79		

\* Vendor has several Bids/Contracts to piggyback (primary is referenced).

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