

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

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

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

Date: April 24, 2018

Time: 6:00 p.m.

Room: Joe N. Idlette, Jr. 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.
- III. ADOPTION OF ORDERS OF THE DAY
- IV. PRESENTATIONS
 - A. Musical Rendition by Sebastian Elementary Chorus**
 - B. Casual for a Cause - Autism Speaks**
 - C. Short Video on School Initiatives**
 - D. National Merit Finalists – Ms. McMillan**
 - E. Proclamation – Teacher Appreciation Week May 7-11, 2018 – Ms. Tess Borengasser**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
 - A. Approval of Minutes – Dr. Rendell**
 - 1. Approval of 2018-03-13 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 The Education Foundation of Indian River County Donation to support the 2018 STEP into Kindergarten Summer Program – Mrs. Dampier

The Education Foundation of Indian River County has been awarded a grant of \$20,000.00 from Quail Valley Charities and \$35,000.00 from John's Island Community Service League to support the 2018 SDIRC STEP into Kindergarten program. Collaborative efforts between the SDIRC Title I Department and Education Foundation will enable the 2018 STEP into Kindergarten summer program to serve up to 225 students who will be entering Kindergarten in August 2018. To date, donations from the Education Foundation of Indian River County to support the STEP into Kindergarten program totals \$246,655.00. Superintendent Recommends approval.

D. Approval of Donations – Mr. Morrison

1. Sebastian River High School received a donation in the amount of \$1,200 from the Vero Beach Firefighters Association, Inc. The funds will be used by the Sebastian River High School Softball Team. Sebastian River High School received a donation of one (1) 2018 Diamond Cargo Enclosed Trailer valued at \$2,500 from GHPO Homes Corporation, Inc. The trailer will be used to transport equipment and for storage for the Sebastian River High School NJROTC.
2. Dodgertown Elementary received a donation in the amount of \$5,000 from the Los Angeles Dodgers, LLC. A donation in the amount of \$1,042 was received from the Sea Oak residents. Both donations will be used to purchase books for The Bright Red Bookcase at Dodgertown Elementary School.
3. Pelican Island Elementary School received a donation in the amount of \$1,000 from the E. LaFayette and Etienne A. Quirin Foundation, Inc. The funds are to be used for the Pelican Island Community Partnership School Golf Tournament. Superintendent recommends approval.

E. Approval of Sebastian River High School Rowing Team to Scholastic Nationals in Camden, New Jersey– Mrs. Dampier

The Sebastian River High School Rowing team is asking permission to travel to Camden N.J, on May 23 through May 27th to compete in the Scholastic Nationals. They will be qualifying for Nationals at the Florida State Rowing Association Championships on April 14th and 28th in Sarasota, Florida. The cost of the trip will be incurred by the booster club and parents. SRHS Rowing has competed at this national competition in past years and looks forward to representing our school, district, and state at this year's Scholastic Nationals. Insurance has been approved by Risk Management. Superintendent recommends approval.

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

On February 27, 2018, 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 2017 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.

B. Approval of Public Hearing Date for Adoption of Revisions to Code of Student Conduct Handbook, Effective for 2018-2019 School Year – Mrs. Pamela Dampier

The Code of Student Conduct Handbook was developed in compliance with School Board Policy 5500, Student Conduct, under Chapter 120 F.S. On April 10, 2018, at the Superintendent's Workshop, the District School Board reviewed and discussed the recommendations to the Code of Student Conduct Handbook. The Public Hearing for adoption is scheduled to be held during the regular Business Meeting on June 26, 2018. The Code of Student Conduct and Student/Parent Handbook will be available on the homepage of the District's website at <https://www.indianriverschools.org/student-services>.

Superintendent recommends approval.

C. Approval of Achieve 3000 Software for Reading Grades 9-12 for the 2018-2019 School Year - Mrs. Dampier

Achieve 3000 is a computer based program that will be used to support students enrolled in Intensive Reading for grades 9-12. Achieve 3000 LevelSet is the only assessment of its kind that measures a student's ability to comprehend nonfiction text. LevelSet includes a pre-test, interim test and post-test that provides real-time reporting for timely intervention and progress monitoring. Detailed results aligned to the Language Arts Florida Standards (LAFS) provide a basis for differentiating instruction. Based on the LevelSet results, the students are automatically placed into standards based, on-line instruction customized to their placement levels. Achieve 3000 will help teachers identify gaps in student learning and determine where students are ready for acceleration. Teachers are provided with a range of targeted lessons to use in a variety of ways in the classroom. Achieve 3000 replaces AimsWeb Plus as the progress monitoring tool for students who score FSA Level 1 or 2 and will remove AimsWeb Plus from the 2018-2019 Assessment Calendar. The cost to the school district is \$84,450.00. Insurance has been approved by Risk Management. Superintendent recommends approval.

D. Approval to Piggy-back State Bid PBCSD 14C-33W to Issue Purchase Orders for Security Camera Upgrades and Repairs from Holb-Sierra – Mr. Green

Based on identified security camera needs, these funds would be used to address the following projects: Upgrade remaining analog cameras to digital, add additional servers needed to support the digital camera upgrade and repair current reported camera issues. This will include all cabling and installation costs. Sites and camera locations are not being identified publicly for security purposes. The cost will be \$199,520.00 and it will be funded through the voter approved millage for technology. Superintendent recommends approval.

E. Approval to Accept Annual Financial Audit Report # 2018-192 for Fiscal Year Ended June 30, 2017 – Mr. Morrison

The Annual Financial Audit Report for the fiscal year that ended on June 30, 2017, has been completed by the Auditor General, State of Florida. This report is to be filed as part of the public records of the Board making mention of this fact in the minutes. Superintendent recommends approval.

F. Approval of Budget Amendment – Mr. Morrison

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

Amendment #3 – General Fund

Superintendent recommends approval.

G. Approval to Reject All Bids for Invitation to Bid #16-0-2018JC Roof Replacement at Beachland Elementary - Mr. Morrison

Approval to reject all bids received for Invitation to Bid #16-0-2018/JC. The approved capital budget for this project was \$536,000.00. The lowest responsive and responsible bid was \$1,235,305.00 making award cost prohibitive. The Facilities Department will work with the engineer on a revised phased scope of work and rebid at a later date. Please see backup. Superintendent recommends approval.

H. Approval of Agreement Form for Construction Contracted Services with Anthony's Flooring Design's Inc. for Flooring Projects at Fellsmere Elementary School- Mr. Teske

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and Anthony's Flooring Design's Inc., to supply and install 16,580 square feet of 20"x20" Porcelain Tile in the 300 Wing, 400 Wing and Common Hallways between the 300, 400, and 500 Wings of Fellsmere Elementary School as outlined in the proposal and scope of work. The cost of construction for this project is \$97,272.00 (\$5.86 per square foot). The Physical Plant Department, in compliance with School Board Policy 6322 solicited three quotes for this project and recommends Anthony's Flooring Design's as the lowest and best responsive bidder meeting specifications, terms and conditions. See attached backup. Superintendent recommends approval.

I. Approval of Agreement Form for Construction Contracted Services with Anthony's Flooring Design's Inc. for Flooring Projects at Gifford Middle School - Mr. Teske

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and Anthony's Flooring Design's Inc., to supply and install 17,810 square feet of 20"x20" Porcelain Tile in the 100, 200, 800, and 900 Wings of Gifford Middle School as outlined in the proposal and scope of work. The cost of construction for this project is \$98,345.00 (\$5.52 per square foot). The Physical Plant Department, in compliance with School Board Policy 6322 solicited three quotes for this project and recommends Anthony's Flooring Design's as the lowest and best responsive bidder meeting specifications, terms and conditions. See attached backup. Superintendent recommends approval.

J. Approval of Agreement Form for Construction Contracted Services with Anthony's Flooring Design's Inc. for Flooring Projects at Sebastian River Middle School - Mr. Teske

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and Anthony's Flooring Design's Inc., to supply and install 10,077 square feet of 20"x20" Porcelain Tile in the 700 Wing and 900 Wing of Sebastian River Middle School as outlined in the proposal and scope of work. The cost of construction for this project is \$58,409.00 (\$5.79 per square foot). The Physical Plant Department, in compliance with School Board Policy 6322 solicited three quotes for this project and recommends Anthony's Flooring Design's as the lowest and best responsive bidder meeting specifications, terms and conditions. See attached backup. Superintendent recommends approval.

K. Approval to Increase Purchase Order Authority for Amerigas - Mr. Teske

At the regularly scheduled Business Meeting on August 8, 2017, Action Item E, the Board approved the Superintendent's request for purchase order authority for various vendors that the School District procures routine products and/or services from. The approved spend authority for Amerigas, who supplies LP fuel for the school buses, was \$325,000. Due to petroleum price increases, the Superintendent is requesting an increase in the amount of \$ 200,000 to cover expenses through June 30, 2018. Superintendent recommends approval.

L. Approval of Agreement Form for Construction Contracted Services with Complete Electric Inc. for Parking Lot Lighting Project at Sebastian River High School, to replace Poles and Fixtures damaged during Hurricane Irma. - Mr. Teske

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and Complete Electric Inc., to supply and install a complete electrical and lighting system per OCI Associates Plans and Specifications dated 12/21 /2017 as outlined in the proposal and scope of work for Sebastian River High School. The purpose of this project is to replace the parking lot lighting poles and fixtures outside of Shark Stadium, damaged by Hurricane Irma. The cost of construction for this project is \$94,280.00. The Physical Plant Department, in compliance with School Board Policy 6330, solicited four quotes for this project from vendors on the Electrical Contractors RFP 2016-09 Bid List awarded on 3/20/2018. The Physical Plant Department recommends Complete Electric Inc. as the lowest and best responsive bidder meeting specifications, terms and conditions. See attached backup. Superintendent recommends approval.

M. Approval of Agreement Form for Construction Contracted Services with Interior Flooring Solutions Inc. for Flooring Project at Sebastian River High School - Mr. Teske

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and Interior Flooring Solutions Inc., to supply and install 2,800 square feet of Nora Rubber Flooring in the Weight Room and Exercise Room at Sebastian River High School, removal of old flooring, floor preparation, moisture testing, EPA Schonox moisture mitigation system, base, adhesive, clean-up of area where work is undertaken, provide dumpster as outlined in the proposal and scope of work. The cost of construction for this project is \$55,744.68 (19.90 per sq. ft.). The Physical Plant Department, in compliance with School Board Policy 6322 solicited three quotes for this project and recommends Interior Flooring Solutions Inc. as the lowest and best responsive bidder meeting specifications, terms and conditions. See attached backup. Superintendent recommends approval.

N. Approval of Agreement Form for Construction Contracted Services with Hudson Everly Flooring Inc. for Flooring Project at Vero Beach High School - Mr. Teske

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and Hudson-Everly Flooring Inc., to supply and install 3,377 square feet of Nora Rubber Flooring in the Weight Room at Vero Beach High School, removal of old flooring, floor preparation, moisture testing, EPA Schonox moisture mitigation system, base, adhesive and laser logo, clean-up of area where work is undertaken, provide dumpster as outlined in the proposal and scope of work. The cost of construction for this project is \$61,568.00 (\$18.23 per sq. ft.). The Physical Plant Department, in compliance with School Board Policy 6322 solicited three quotes for this project and recommends Hudson-Everly Flooring Inc. as the lowest and best responsive bidder meeting specifications, terms and conditions. See attached backup. Superintendent recommends approval.

O. Approval to amend the School Board of Indian River County’s Five Year Capital Outlay Plan for Security Enhancement Upgrades at Vero Beach High School Freshman Learning Center -Mr. Teske

To expedite necessary security enhancement upgrades at the Vero Beach High School Freshman Learning Center, consisting of the construction of a Single Point of Entry and associated fencing, approval is recommended to amend the Board’s Five Year Capital Outlay Plan as follows:

Description	FY 17/18	FY 19/20
Redirect Funding from Vero Beach High School Freshman Learning Center Locker/Restroom Renovations to FLC Security Upgrade Single Point Of Entry: <u>2016/17 - \$168,035 (roll forward)</u> <u>2017/18 - \$576,736</u>	\$ (744,771.00)	
Vero Beach High School Freshman Learning Center Security Upgrade Single Point of Entry in 2017/18	\$ 744,771.00	
Redirect Funding from Vero Beach High School Freshman Learning Center Security Upgrade Single Point Of Entry to FLC Locker/Restroom Renovations: <u>2019/20 - \$750,000</u>		\$ (750,000.00)
Vero Beach High School Freshman Learning Center Locker/Restroom Renovations in 2019/20		\$ 750,000.00

Exchanging the 2017-18 Freshman Learning Center Locker Room/Restroom Renovations budget with the 2019-20 Freshman Learning Center Single Point of Entry budget in the Five-Year Capital Outlay Plan will allow the District to expedite the immediate security needs at this facility. Superintendent recommends approval.

P. Approval of The School District of Indian River County, Florida Continuing Services Contract for Architectural Services “Exhibit E” Task Assignment for the Vero Beach High School Freshman Learning Center Single Point of Entry – Mr. Teske

Approval is recommended for “Exhibit E” Task Assignment for Architectural Services between the School Board of Indian River County and Claren Architecture + Design, Inc. On March 20, 2018, the School Board approved The School District of Indian River County, Florida Continuing Service Contract for Architectural Services between the School Board of Indian River County and Claren Architecture + Design. “Exhibit E” Task Assignment is being presented to the Board for approval for Professional Architectural Services with Claren Architecture + Design, Inc. for the design of a Single Point of Entry at the Vero Beach High School Freshman Learning Center. The project will consist of creating a single point of entry into the school administration offices and associated fencing for campus security purposes. The contract fee totals a not-to-exceed amount of \$74,714.00, as defined in Article IV (A.) “Fees”. The contract fee includes Architectural, Civil, Structural, Mechanical, Electrical, Plumbing and Civil and Landscape Design as outlined in the Architect’s proposal. Superintendent recommends approval.

Q. Approval to Award Invitation to Bid (ITB) #19-0-2018JC to Meeks Plumbing, Inc. for Lift Station Improvements at Citrus Elementary - Mr. Morrison

The purpose and intent of this Invitation to Bid is to secure a firm price for improvements to the Citrus Elementary School sewage lift station based on the recommendations and drawings provided by Masteller & Moler, Inc. The project consists of the replacement of existing pumps with Model AS 0840 D pumps as manufactured by ABS Pumps, installation of new guide rails, a three (3) phase electric panel and raising the station wet well lid to an elevation sufficiently above adjacent grades to minimize any chances for station flooding and/or acceptance of surface runoff during storm events. The cost to the District is \$97,150 (Bid amount of \$84,478 and owner added contingency of \$12,672). The Purchasing Department recommends award to Meeks Plumbing, Inc. as the lowest and best responsive and responsible bidder meeting specifications, terms and conditions. Please see attached backup. Superintendent approves recommendation.

R. Approval of Owner/Contractor Construction Agreement for Citrus Elementary Lift Station (SDIRC #19-0-2018JC) – Mr. Teske

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Meeks Plumbing, Inc. for the Citrus Elementary School Lift Station project (SDIRC #19-0-2018JC), in the amount of \$97,150. The scope of work includes replacement of existing pumps with Model AS 0840 D pumps, installation of new guide rails and three (3) phase electric panel and to raise the station wet well lid to an elevation sufficiently above adjacent grades to minimize any chances for station flooding, in accordance with the engineering plans and specifications. The contract amount consists of the Contractor's Base Bid in the amount of \$84,478 and an owner added contingency in the amount of \$12,672, which includes all construction costs associated with this project. The contract amount does not include engineering fees, at an estimated amount of \$32,500, for an overall total project cost of \$129,650. Superintendent recommends approval.

S. Approval to Award Invitation to Bid (ITB) #18-0-2018JC to Kerns Construction & Property Management, Inc. for a Single Point of Entry at Indian River Academy - Mr. Morrison

The purpose and intent of this Invitation to Bid was to secure a firm price to create a single point of entry into the administrative offices at Indian River Academy as per specifications and drawings provided by Song + Associates Architects. The cost to the District is \$155,882 (Bid amount of \$135,882 and owner added contingency of \$20,000). The Purchasing Department recommends award to Kerns Construction & Property Management, Inc. as the lowest and best responsive and responsible bidder meeting specifications, terms and conditions. Please see attached backup. Superintendent approves recommendation.

T. Approval of Owner/Contractor Construction Agreement for Indian River Academy Single Point of Entry (SDIRC #18-0-2018JC) – Mr. Teske

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County Kerns Construction & Property Management Corp. for Indian River Academy School Single Point of Entry (SDIRC #18-0-2018JC) in the amount of \$155,882. The scope of work includes creating a new single point of entry into the school administration office in accordance with the architectural plans and specifications. The contract amount consists of the Contractor's Base Bid in the amount of \$135,882 and an owner added contingency in the amount of \$20,000, which includes all construction costs associated with this project. The contract amount does not include architectural fees, at an estimated amount of \$19,950, for an overall total project cost of \$175,832. Superintendent recommends approval.

U. Approval of Release of Final Payment to Crowther Roofing and Sheet Metal of Florida, Inc. for the Dodgertown Elementary School Roof Replacement Project (ITB #14-B-060-DW) – Mr. Teske

Approval is recommended for release of Final Payment in the amount of \$26,656.06 to Crowther Roofing and Sheet Metal of Florida, Inc. for the Dodgertown Elementary School Roof Replacement Project (as per Brevard County School Board ITB #14-B-060-DW). On May 9, 2017, the Board approved the Owner Contractor Construction Agreement (Lump Sum) for the Dodgertown Elementary Roof Replacement Project in the amount of \$268,538.00 (\$244,125.00 Contractors Bid Price/\$24,413.00 Owner Added Contingency); with the final construction cost for this project totaling \$266,560.61. The unused portion of the contract in the amount of \$1,977.39 is the remaining balance of the owner added contingency. Final payment for this project is being brought to the Board for approval in accordance with Florida Statute 1013.50. The final payment to the contractor consists of the project retainage, which is held until project completion. Superintendent recommends approval.

V. Approval of Release of Final Payment to Crowther Roofing and Sheet Metal of Florida, Inc. for the Rosewood Magnet School Roof Replacement Project (ITB #14-B-060-DW) – Mr. Teske

Approval is recommended for release of Final Payment in the amount of \$16,747.98 to Crowther Roofing and Sheet Metal of Florida, Inc. for the Rosewood Magnet School Roof Replacement Project (as per Brevard County School Board ITB #14-B-060-DW). On May 9, 2017, the Board approved the Owner Contractor Construction Agreement (Lump Sum) for the Rosewood Magnet School Roof Replacement Project in the amount of \$185,647.00 (\$168,770.00 Contractors Bid Price/\$16,877.00 Owner Added Contingency); with the FINAL construction cost for this project totaling \$167,479.84. The unused portion of the contract in the amount of \$18,167.16 is the remaining balance of the owner added contingency. Final payment for this project is being brought to the Board for approval in accordance with Florida Statute 1013.50. The final payment to the contractor consists of the project retainage, which is held until project completion. Superintendent recommends approval.

W. Approval of Increase in Spending with Robert Erneston Produce – Mr. Teske

The Food and Nutrition Services Department is asking for an increase in spending with the current produce supplier Robert Erneston Produce. This increase is due to the discontinuation of the USDA Department of Defense (DoD) contract due to limited products and extremely high costs. Food and Nutrition Services is asking to increase the current amount with Robert Erneston Produce from \$250,000 to \$375,000. Superintendent recommends approval.

X. Approval to Purchase K-12 Science Instructional Materials– Mrs. Dampier

In accordance with School Board Policy 0169.1, Public Participation, the School Board held a public hearing on Feb. 19, 2018, to receive public comment from parents of students; instructional materials for K-12 Science were available for public review for twenty (20) calendar days; and, within the prescribed time-period, parents were given an opportunity to submit petitions, if the materials being purchased were not satisfactory. No public input was received at the public hearing and no petitions were submitted. The purpose of this final step in the instructional materials adoption process is to authorize the purchase of K-12 Science Instructional Materials as listed on the backup materials. The Science Instructional Materials Adoption Committee has recommended the purchase of materials on the attached lists to be used by students starting in the 2018-2019 school year. This adoption includes both digital and printed materials. The cost of this adoption is approximately \$1, 625,807.06. Superintendent recommended approval.

Y. Approval of Resolution #2019-01 to Adopt Meeting Protocols for Certain Advisory Committees – Chairman Frost

In Compliance with School Board Policy 0166 titled, Work Sessions, the established Advisory Committees, Audit Advisory Committee and Land Use and Acquisition Advisory Committee shall have their meetings audio recorded by District staff who are providing support to the advisory committees. At the direction of the Board, the attached Resolution was prepared with this directive. Superintendent recommended approval.

VIII. SUPERINTENDENT’S REPORT

IX. DISCUSSION

Review of the 2012 RFP Letter for Board Attorney Services – Mrs. Zorc

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA

A. Financial Report for months ending January and February 2018 - Mr. Morrison

Attached are the Financial Reports for the months ending January 31 and February 28, 2018.

B. Information item - Recurring Vendor 3rd 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 January 1, 2018 through March 31, 2018, 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. The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

PROCLAMATION

DESIGNATING THE WEEK OF MAY 7-11, 2018,

Teacher Appreciation Week

WHEREAS, it is appropriate that we recognize our teachers for their passion in educating Indian River County's students; and

WHEREAS, teachers provide our children with a solid foundation and instill in them a thirst for knowledge and the inspiration to excel throughout college, career, and life; and

WHEREAS, The School District of Indian River County is home to more than 1,200 teachers, serving close to 18,000 public school students districtwide; and

WHEREAS, Indian River County parents entrust teachers to educate and mold their students to become productive citizens and successful contributors to their community; and

WHEREAS, Indian River County teachers often make many sacrifices as they fulfill their responsibilities both in and out of the classroom; and

WHEREAS, teachers deserve the gratitude and esteem of students, parents, and our Indian River County community;

NOW, THEREFORE, WE, The School Board of Indian River County, do hereby extend greetings and best wishes to all observing May 7-11, 2018, as *Teacher Appreciation Week*.

Adopted this 24th day of April, 2018.

SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

Shawn R. Frost, Chairman

Charles G. Searcy, Vice Chairman

Dale Simchick, Board Member

Laura Zorc, Board Member

Tiffany M. Justice, Board Member

Mark J. Rendell, Ed.D., Superintendent

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The District School Board of Indian River County met on March 13, 2018, at 1:00 p.m. The Superintendent's Workshop was held in the Joe N. Idlette, Jr. 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.

Superintendent Workshop Meeting Minutes

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

- II. PURPOSE OF THE WORKSHOP
Mr. Frost turned over the workshop to Dr. Rendell. Dr. Rendell explained the three topics that would be covered during the workshop.

- III. PRESENTATIONS
 - 1) Urban Learning and Leadership Center Presentation – Dr. John W. Hodge and Dr. Harvey W. Perkins

Dr. Rendell introduced both Dr. Hodge and Dr. Perkins along with explaining their consulting firm along with some of the things that were done. Dr. Hodge took the time to provide a general overview of their company, Urban Learning and Leadership Center. Dr. Hodge and Dr. Perkins shared a PowerPoint presentation about their company as well. Their Mission and Vision was shared. A School Profile Report and their overall findings were provided. This was an interactive presentation. Both Dr. Hodge and Dr. Perkins took the time to share the information and data they have acquired while spending time at the District. They covered both academic and social cultures along with the long-term outcomes. An overview was provided to the Board.

Dr. Rendell explained to the Board that there were five schools identified and if the District moved forward with utilizing their services. This would be a starting point. The schools identified were Sebastian Elementary, Pelican Island Elementary, Dodgertown Elementary, Oslo Middle, and Gifford Middle. This was a group decision with the data that was presented. The Board Members had questions for Dr. Hodge and Dr. Perkins regarding the implementation and mindset. Each of the questions were addressed and answered.

A summary of their services was provided to the Board. An action plan is provided for each school and the length of time is roughly three years. There are times where

a school has excelled with the program and ULLC was only needed for a year and a half. Dr. Hodge and Dr. Perkins went over their background along with their staff's background. A proposal will be presented to the Board for approval at a later date. Mr. Frost thanked Dr. Hodge and Dr. Perkins for their time and presentation.

Chairman Frost called for a five-minute recess. TIME: 2:25. Reconvened at 2:32. Chairman Frost turned the workshop over to Dr. Rendell. He explained a little about what Mrs. Dampier, Dr. Torres-Martinez, and Ms. Clark were going to share with the Board with regards to Student Suspension and how this progress is achieved.

2) Review of Student Suspension Data Year to Date – Mrs. Dampier and Dr. Lillian Torres-Martinez

Mrs. Dampier shared with the Board Members what to expect during the presentation. Especially the sharing of data along with some staff members that have come to share their success stories. She then turned this over to Dr. Torres-Martinez. Dr. Torres-Martinez shared a lot of information on ODR data (Office Discipline Referrals) through a PowerPoint presentation. The discussion of Florida's PBIS was also discussed on how it is being used, its training and success. Ms. Clark assisted in reviewing the PBIS program (Positive Behavioral Interventions & Supports). Dr. Torres-Martinez introduced each of the staff members that came to speak. Each of the below listed staff members shared how the data and the change in cultural awareness has made a difference.

Glendale Elementary – Mr. Faust, Principal and Ms. Santos, 2nd year teacher.

Sebastian Elementary – Mrs. Hart, Principal and Ms. Reyes, 2nd year teacher.

Gifford Middle School – Ms. Heppern, Assistant Principal and Ms. Houseknecht

Vero Beach High School – Mr. O'Keefe, Principal

Sebastian Middle School – Mr. Thimmer, Assistant Principal and Mr. Eberhardt

Sebastian River High School – Mr. Racine, Principal

Mrs. Justice asked if there was a student count per Behavioral Specialist. It was explained that at this time there is not. Mr. Frost did say that with the additional funding from the state, and it would be a great place to start. Dr. Torres-Martinez continued to say how this is a work in progress. Mrs. Zorc thanked staff and principals for the support that is being given to the teachers. Mrs. Dampier also wanted to thank the Board for the allocations. Also, the thanks went out to so many that have partnered with the District to make this a collaborative effort in trying to keep the students in the classroom.

Chairman Frost called for a seven-minute break before starting the last presentation. This took place at 3:46 p.m. The workshop reconvened at 3:55.

3) Proposed Board Policy Revisions – Dr. Mark Rendell

Dr. Rendell explained this was to review the proposed Board Policy Revisions. First to start was Dr. Rendell with the ones he oversees. There was a discussion on the regulation of political candidates and committees. Mrs. D'Agresta stated it would be the Chairman would oversee any public comment. There was a brief discussion on this topic. After which time, Mr. Green, Mr. Teske, and Mr. Dampier continued to cover the policies from their departments. There were some brief discussions and questions. All questions were answered.

IV. ADJOURNMENT – Chairman Frost

Meeting adjourned at approximately 4:53 p.m.

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CONSENT AGENDA 4/24/18

Personnel Recommendations

1. Instructional Leaves
Askren, Jane – Citrus Elementary, 4/16/18 – 5/25/18
Fortun, Hillary – Oslo Middle, 5/14/18 – 5/25/18
Joyce, Christina – Rosewood Magnet 5/9/18 – 5/25/18
Monroe, Andrea – Citrus Elementary, 4/2/18 – 4/16/18
Nathaniel, Shana – Storm Grove Middle, 4/3/18 – 4/20/18
Sanders, Angela – Rosewood Magnet, 8/18/18 – 5/29/19
Smith, Emily – Citrus Elementary, 8/6/18 – 10/26/18
Vito, Joyce – Sebastian Elementary, 5/7/18 – 5/25/18

2. Instructional Transfers
Coffey, Mike – from Sebastian River Middle, Science Teacher to Vero Beach Elementary, Primary Teacher 8/6/18
Newhouse, Helen – from Vero Beach Elementary, Music Teacher to Storm Grove Middle, Math Teacher 8/6/18
Patsche, Jackie – from Sebastian River Middle, PE Teacher to SRHS, ISS Teacher 4/16/18
Ross, Lugene – from Storm Grove Middle, Math Teacher to VBHS, Math Teacher 8/6/18

3. Instructional Separations
Barker, Caroline – Indian River Academy, resignation 4/2/18
Blidgen, Tisa – Vero Beach Elementary, resignation 5/25/18
Kirkaldy, Elyse – Sebastian Elementary, resignation 3/21/18
Klein, Sharon – Pelican Island Elementary, resignation 8/5/18
Lamscha, Michelle – Vero Beach Elementary, retirement 5/25/18
Long, Kristina – Citrus Elementary, resignation 5/25/18
Murdough, Beverly – Treasure Coast Elementary, resignation 5/25/18
Pall, Carolyn – Beachland Elementary, retirement 5/25/18
Thompson, Wanda – Sebastian River Middle, retirement, exiting DROP 6/8/18
Vandyk, Joselita – Treasure Coast Elementary, retirement, exiting DROP 5/25/18
Verderber, Kenneth – Oslo Middle, resignation 5/25/18

4. Instructional Employment
Borruso, Kathryn – Liberty Magnet, 1st Grade Teacher 4/9/18

5. Support Staff Leaves
Banks, Jason – Maintenance, 2/20/18 – 4/30/18
Boineau, Jenna – Wabasso, 4/2/18 – 9/4/18
Cavazos, Alma – Finance, 4/13/18 – 7/6/18
Drisdorn, Kayla – Transportation, 2/21/18 – 5/9/18
Ganter, Alice – Sebastian River Middle, 8/13/18 – 8/21/18
Murray, Mike – Physical Plant, 4/11/18 – 6/27/18
Rhoden, Alison – Oslo Middle, 4/17/18 – 5/10/18
Smith, Lisa – Transportation, 4/2/18 – 5/25/18

6. Support Staff Promotions
Pelletier, Julianne – from Finance, Senior Accountant to Finance,
Director of Finance 4/25/18
Weaver, Wendy – from Wabasso School, Behavior Support Tech to
Wabasso School, Job Coach 4/2/18

7. Support Staff Separations
Giglio, Anna Marie – Food Services, retirement 5/25/18
Taylor, Linda – Transportation, retirement 5/24/18
Washington, Donald – SRHS, retirement, exiting DROP 5/25/18
Welter, Nicholas – Storm Grove Middle, resignation 4/27/18

8. Support Staff Employment
Bishop, Elizabeth – Gifford Middle, Behavior Intervention Specialist
4/16/18
Carabajal, Susana – Wabasso School, Behavior Tech 4/2/18
Dudley, Paula – Gifford Middle, Senior Secretary I (11 months)
4/12/18
Goldinger, Teresa – SRHS, ESE Teacher Assistant 4/16/18
Olsson, Emily – SRHS, Student Worker Theater Tech 4/19/18
Patterson, Greg – Physical Plant, Carpenter 3/21/18
Perry, George – Gifford Middle, Night Custodian 3/12/18
Rogers, Joshua – Wabasso School, ESE Teacher Assistant 4/2/18

9. Approval of Placement in Instructional Substitute Pool
O'Hagan, Kristine – Substitute Teacher 4/5/18
Miller, Marsha – Substitute Teacher 4/24/18

10. Approval of Placement in Support Staff Substitute Pool
Bance, Nancy – Substitute Food Service Assistant 4/2/18
Bachmann, Susan – Substitute Teacher Assistant 4/9/18
Moniz, Katherine – Substitute Food Service Assistant 4/23/18

11. Summer School Employment

- Positions are contingent upon student enrollment and/or funding.
- All SDIRC Summer programs and summer employment are contingent upon School Board approval.
- Once an employee agrees to work for one summer program, he/she will not be eligible to work for another summer program if the dates of the program conflicts.
- Employment in all 2018 SDIRC Summer School Programs is contingent upon renewal of the employee's contract for the 2018-19 school year.

Instructional Summer School Employment

Addis, Emily – Curriculum and Instruction, Summer School Teacher 5/31/18

Adkins, Cassandra – Curriculum and Instruction, Summer School Teacher 5/31/18

Astrop, Alexis – Curriculum and Instruction, Summer School Teacher 5/31/18

Bailey, Malik – Curriculum and Instruction, Summer School Teacher 5/31/18

Bakhuizen, Elizabeth – Curriculum and Instruction, Summer School Teacher 5/31/18

Barrie, Emily – Curriculum and Instruction, Summer School Teacher 5/31/18

Bonney, Douglas – Curriculum and Instruction, Summer School Teacher 5/31/18

Bradley, Sonya – Curriculum and Instruction, Summer School Teacher 5/31/18

Bristol, Monica – Curriculum and Instruction, Summer School Teacher 5/31/18

Broomell, Kari – Curriculum and Instruction, Summer School Teacher 5/31/18

Brown, Jill – Curriculum and Instruction, Summer School Teacher 5/31/18

Bullard, Latoya – Curriculum and Instruction, Summer School Teacher 5/31/18

Byrd, Brandi – Curriculum and Instruction, Summer School Teacher 5/31/18

Byrd, Stephen – Curriculum and Instruction, Summer School Teacher 5/31/18

Cantlon, Jessica – Curriculum and Instruction, Summer School Teacher 5/31/18

Cox, Jessica – Curriculum and Instruction, Summer School Teacher 5/31/18

Cummings, Anitra – Curriculum and Instruction, Summer School Teacher 5/31/18
Daulby, William – Curriculum and Instruction, Summer School Teacher 5/31/18
Davis, Jennifer – Curriculum and Instruction, Summer School Teacher 5/31/18
DeCosa, Lisa – Curriculum and Instruction, Summer School Teacher 5/31/18
Del Tufo, Nicole – Curriculum and Instruction, Summer School Teacher 5/31/18
Dixon, Heather – Curriculum and Instruction, Summer School Teacher 5/31/18
Durrant, Lisa – Curriculum and Instruction, Summer School Teacher 5/31/18
Esposito, Tabetha– Curriculum and Instruction, Summer School Teacher 5/31/18
Failla, Jenna – Curriculum and Instruction, Summer School Teacher 5/31/18
Feuerstein, Jessica – Curriculum and Instruction, Summer School Teacher 5/31/18
Fuller, Patricia – Curriculum and Instruction, Summer School Teacher 5/31/18
Gittens, Yvonne – Curriculum and Instruction, Summer School Teacher 5/31/18
Giunta, Susan – Curriculum and Instruction, Summer School Teacher 5/31/18
Graham, Donna – Curriculum and Instruction, Summer School Teacher 5/31/18
Green, Julie – Curriculum and Instruction, Summer School Teacher 5/31/18
Gonzalez, Vanessa – Curriculum and Instruction, Summer School Teacher 5/31/18
Hanley, Eugene – Curriculum and Instruction, Summer School Teacher 5/31/18
Henry, Lateshia – Curriculum and Instruction, Summer School Teacher 5/31/18
Hernandez, Jillian – Curriculum and Instruction, Summer School Teacher 5/31/18
Hiller, Mary – Curriculum and Instruction, Summer School Teacher 5/31/18
Johnson, Tiffany – Curriculum and Instruction, Summer School Teacher 5/31/18
Jones, Jacquelyn – Curriculum and Instruction, Summer School Teacher 5/31/18
Jones, Janine – Curriculum and Instruction, Summer School Teacher 5/31/18

Kelly, Margaret – Curriculum and Instruction, Summer School Teacher 5/31/18

Larkin, Elizabeth – Curriculum and Instruction, Summer School Teacher 5/31/18

Lachman, Morgan – Curriculum and Instruction, Summer School Teacher 5/31/18

Lanam, Jennifer – Curriculum and Instruction, Summer School Teacher 5/31/18

Lathero, Casey – Curriculum and Instruction, Summer School Teacher 5/31/18

Lee, Harvey – Curriculum and Instruction, Summer School Teacher 5/31/18

Luna, Socorro – Curriculum and Instruction, Summer School Teacher 5/31/18

Marsiglia, Lillian – Curriculum and Instruction, Summer School Teacher 5/31/18

McFarlane, Tara – Curriculum and Instruction, Summer School Teacher 5/31/18

McGough, Traci – Curriculum and Instruction, Summer School Teacher 5/31/18

McLaughlin, Maeghan – Curriculum and Instruction, Summer School Teacher 5/31/18

Miller, Ida – Curriculum and Instruction, Summer School Teacher 5/31/18

Miller, Stacey – Curriculum and Instruction, Summer School Teacher 5/31/18

Milliman, Julia – Curriculum and Instruction, Summer School Teacher 5/31/18

Molton, Dawn – Curriculum and Instruction, Summer School Teacher 5/31/18

Nathaniel, Joe – Curriculum and Instruction, Summer School Teacher 5/31/18

Neely, Lauren – Curriculum and Instruction, Summer School Teacher 5/31/18

Nesbitt, Heather – Curriculum and Instruction, Summer School Teacher 5/31/18

Nordemar, Ingrid – Curriculum and Instruction, Summer School Teacher 5/31/18

O’Bee, Kelsey – Curriculum and Instruction, Summer School Teacher 5/31/18

Oberlink, Kevin – Curriculum and Instruction, Summer School Teacher 5/31/18

Odom, Randy – Curriculum and Instruction, Summer School Teacher 5/31/18

Parks, Ti’Rhon – Curriculum and Instruction, Summer School Teacher 5/31/18

**Perry, Tyrone – Curriculum and Instruction, Summer School
Teacher 5/31/18**

**Petrino, Catherine – Curriculum and Instruction, Summer
School Teacher 5/31/18**

**Phillips, Carin – Curriculum and Instruction, Summer School
Teacher 5/31/18**

**Pylant, Rebecca – Curriculum and Instruction, Summer School
Teacher 5/31/18**

**Rahal, Kimberly – Curriculum and Instruction, Summer School
Teacher 5/31/18**

**Remy, Alejandro – Curriculum and Instruction, Summer
School Teacher 5/31/18**

**Reyes, Desiree – Curriculum and Instruction, Summer School
Teacher 5/31/18**

**Robinson, Daphne – Curriculum and Instruction, Summer
School Teacher 5/31/18**

**Rubio, Martha – Curriculum and Instruction, Summer School
Teacher 5/31/18**

**Ruggiero, Megan – Curriculum and Instruction, Summer
School Teacher 5/31/18**

**Sadlers, Krista – Curriculum and Instruction, Summer School
Teacher 5/31/18**

**Scardino, Lisa – Curriculum and Instruction, Summer School
Teacher 5/31/18**

**Schneller, Jennifer– Curriculum and Instruction, Summer
School Teacher 5/31/18**

**Shaw, Chantal – Curriculum and Instruction, Summer School
Teacher 5/31/18**

**Smith, Tara – Curriculum and Instruction, Summer School
Teacher 5/31/18**

**Spivey, Rhonda – Curriculum and Instruction, Summer School
Teacher 5/31/18**

**Stephanoff, Christopher – Curriculum and Instruction, Summer
School Teacher 5/31/18**

**Stull, Thomas – Curriculum and Instruction, Summer School
Teacher 5/31/18**

**Swallow, Rachel – Curriculum and Instruction, Summer School
Teacher 5/31/18**

**Swanson, Regenia – Curriculum and Instruction, Summer
School Teacher 5/31/18**

**Sweeney, Christopher – Curriculum and Instruction, Summer
School Teacher 5/31/18**

**Tessier, Nicole – Curriculum and Instruction, Summer School
Teacher 5/31/18**

**VanBuskirk, Kelly – Curriculum and Instruction, Summer
School Teacher 5/31/18**

White, Annmarie – Curriculum and Instruction, Summer School Teacher 5/31/18
Williams, Natira – Curriculum and Instruction, Summer School Teacher 5/31/18
Wood, Todd – Curriculum and Instruction, Summer School Teacher 5/31/18
Wright, Julie – Curriculum and Instruction, Summer School Teacher 5/31/18
Wymer, Tracey – Curriculum and Instruction, Summer School Teacher 5/31/18
Zans, Cynthia – Curriculum and Instruction, Summer School Teacher 5/31/18

Support Staff Summer School Employment

Barner-Holmes, Mary – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18
Bilyeu, Matthew – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18
Bivins, Stacey – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18
Campbell, Barbara– Curriculum and Instruction, Summer School Teacher Assistant 5/31/18
Carabajal, Cecilia – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18
Chase, Amanda – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18
Chatfield, Jenna – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18
Cook, Rebecca – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18
Espinal, Leona – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18
Floyd, Chelsea – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18
Freeman, Ronald – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18
Freeze, Latasha – Curriculum and Instruction, Summer School Health Assistant 5/31/18
Frengel, Bryanna – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18
Gipson, Wanda – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18
Hazzard, Travis – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18
Herlan, Kyra – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Herrera-Wilkison, Erica – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Hoffman, Beverly – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Hubbard, Laura – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Hussain, Rizwana – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Knight, Ashley – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Kramer, Sherry – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Lavergne, Sindy – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Lindsay, Shannon – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Maines, Sanquetta – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Melton, Crystal – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Moody, Ebony – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Morgan, Kimberley – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Penagos, Lourdes – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Phillps, Wendy – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Poindexter, Carolyn – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Prudenti, Anthony – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Real, Lisette – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Renuart, Ana – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Reynolds, David – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Ritchey, Michele – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Roy-DelaPaz, Lucy – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Santamaria, Victoria – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Schwanitz, Rachel – Curriculum and Instruction, Summer School Teacher Assistant 5/31/18

Shedrick, Jennifer – Curriculum and Instruction, Summer School
Teacher Assistant 5/31/18

**Smith, Rickey – Curriculum and Instruction, Summer School
Teacher Assistant 5/31/18**

Spicoli, Scott – Curriculum and Instruction, Summer School
Teacher Assistant 5/31/18

Stinson, Hercules – Curriculum and Instruction, Summer School
Teacher Assistant 5/31/18

Tamulevicz, Robin – Curriculum and Instruction, Summer School
Teacher Assistant 5/31/18

Thomas, Renea – Curriculum and Instruction, Summer School
Teacher Assistant 5/31/18

Tookes, Itrelle – Curriculum and Instruction, Summer School
Teacher Assistant 5/31/18

Tory, Plinie – Curriculum and Instruction, Summer School Teacher
Assistant 5/31/18

Velez, Midiam – Curriculum and Instruction, Summer School
Teacher Assistant 5/31/18

Viladrosa, Claudia – Curriculum and Instruction, Summer School
Teacher Assistant 5/31/18

Ward, Trudy – Curriculum and Instruction, Summer School Teacher
Assistant 5/31/18

Wardlow, Susan – Curriculum and Instruction, Summer School
Teacher Assistant 5/31/18

**Weaver, Wendy – Curriculum and Instruction, Summer School
Teacher Assistant 5/31/18**

**White, Jeffrey – Curriculum and Instruction, Summer School
Teacher Assistant 5/31/18**

Whitney, Nora – Curriculum and Instruction, Summer School
Teacher Assistant 5/31/18

**Williams, Barbara – Curriculum and Instruction, Summer
School Teacher Assistant 5/31/18**

Zamarripa, Vicky – Curriculum and Instruction, Summer School
CDA 5/31/18

19. Attached is a revised job description for the position of
Administrative Assistant Benefits.
20. Attached is a revised job description for the position of Casualty
Safety Sanitation Inspector.
21. Attached is a revised job description for the position of Project
Specialist.

Rev 4/20/18 mc

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

BENEFITS ADMINISTRATIVE ASSISTANT – BENEFITS

JOB DESCRIPTION

QUALIFICATIONS:

- (1) High school diploma or equivalent.
- (2) Postsecondary training or college credit preferred.
- (3) Four (4) years successful secretarial/clerical or paraprofessional experience.
- (4) Competency in language and mathematics, as measured on a screening test with a minimum score of 80%.
- (5) Typing proficiency of 50 words per minute.
- (6) Computer proficiency.
- (7) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of employee benefits/leaves, Patient Protection and Affordable Care Act (ACA), Florida Retirement System (FRS) and the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations. Knowledge of computer software, office equipment, office practices and procedures. Knowledge of School Board policies that relate to job functions. Ability to communicate orally and in writing. Ability to schedule time, establish priorities and work efficiently. Ability to compose correspondence and prepare reports in an articulate manner. Ability to use word processing, spreadsheet and database applications. Skill in handling constituents' problems, concerns and emotional distress with sensitivity and tact. Ability to handle sensitive information with confidentiality. Ability to take initiative to begin projects without supervision.

REPORTS TO:

Coordinator of Risk Management and Employee Benefits ~~Executive Director of Human Resources~~

JOB GOAL

To assist with administrative and technical operations relating to the employee benefits functions of the District.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Each person in this job classification may not be assigned responsibility for performing all tasks.

Service Delivery

- ~~*(1) — Serve as Retirement Coordinator for the District. Serve as ADA, FMLA and Leave Coordinator for the District.~~
- *~~(12)~~ Serve as a liaison ~~Administrator of Vision and for~~ all Ancillary employee benefits offerings for the District.
- *~~(32)~~ Assist with all duties relating to annual enrollment process.

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Board Approved: 4/25/06

Revised: 10/01/15

Revised: 12/08/15

Consent B - 04/24/2018

ADMINISTRATIVE ASSISTANT, BENEFITSDISTRICT

- *~~(43)~~ Assist in the maintenance of benefit files, payroll deduction records, Internet-based employee benefit enrollment, and other software for efficient operation of the District's employee benefit program.
- *~~(54)~~ Assist with scheduling employee benefit enrollment meetings including ordering necessary insurance carrier materials, preparation of enrollment packets, and other materials needed for benefit enrollment communication.
- *~~(65)~~ Assist with employee benefit inquiries, enrollment forms and claim forms to ensure quick, equitable, courteous resolution according to department service standards.
- *~~(76)~~ Work with confidential protected health information and adhere to the District's privacy policy.
- *~~(87)~~ Greet visitors and direct them to the appropriate area.
- *~~(98)~~ Demonstrate initiative in the performance of assigned responsibilities.

Employee Qualities/Responsibilities

- *~~(109)~~ Meet and deal effectively with the general public, staff members, parents, administrators and other contact persons using tact and good judgment.
- *~~(140)~~ Follow attendance, punctuality and other qualities of an appropriate work ethic.
- *~~(121)~~ Ensure adherence to good safety standards.
- *~~(132)~~ Maintain confidentiality regarding District/workplace matters.
- *~~(143)~~ Model and maintain high ethical standards.
- *~~(154)~~ Maintain expertise in assigned areas to fulfill project goals and objectives.
- *~~(165)~~ Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

Inter/Intra-Agency Communication and Delivery

- *~~(176)~~ Act as liaison between the insurance carrier, the employee and the District regarding employee benefit matters.
- *~~(187)~~ Coordinate written, phone and visitor service requests from active and retired employees, and vendor personnel.
- *~~(198)~~ Answer telephone in a courteous and professional manner.
- *~~(2019)~~ Assist public by answering routine questions, scheduling appointments and completing forms.
- *~~(210)~~ Exercise service orientation when working with others.
- *~~(221)~~ Keep supervisor informed of potential problems or unusual events.
- *~~(232)~~ Use effective, positive interpersonal communication skills.
- *~~(243)~~ Respond to inquiries and concerns in a timely manner.
- *~~(254)~~ Serve on District committees as required or appropriate.

System Support

- *~~(265)~~ Provide typing, filing, duplicating, inventory, record keeping and other general clerical duties for other personnel as directed by supervisor or required by School Board policy.
- *~~(276)~~ Perform data entry as necessary.
- *~~(287)~~ Exhibit interpersonal skills to work as an effective team member.
- *~~(298)~~ Follow federal and state laws as well as School Board policies, rules and regulations.
- *~~(3029)~~ Demonstrate support for the school district and its goals and priorities.
- *~~(310)~~ Demonstrate initiative in identifying potential problems or opportunities for improvement.
- *~~(321)~~ Prepare or assist in the preparation of all required reports and maintain all appropriate records.

ADMINISTRATIVE ASSISTANT, BENEFITSDISTRICT

- *(332) Participate in cross-training activities as required.
Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

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

Job Description Supplement 05

TERMS OF EMPLOYMENT:

Confidential/Managerial Pay Grade CM01 (formerly C1)
250 days worked per year (12 months)

EVALUATION:

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

**SANITATION AND CASUALTY SAFETY INSPECTOR
TECHNICIAN****JOB DESCRIPTION****QUALIFICATIONS:**

- (1) Bachelor's degree from an accredited educational institution preferred.
- (2) Four (4) years of training and experience in safety operations and procedures.
- (3) Certification as a safety professional required, preferred.
- (4) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of School Board Policies related to the accident prevention program. Ability to formulate preventive and/or corrective procedures related to safety and accident prevention. Ability to communicate effectively verbally and in writing. Ability to develop, implement and conduct training programs. Ability to obtain certification as a safety professional if not currently certified. Ability to use computer hardware and software applications in the performance of job responsibilities preferred.

REPORTS TO: Building Official

JOB GOAL

To assist in maintaining a high level of safety throughout the district.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:**Service Delivery**

- *(1) Coordinate the accident prevention program to reduce risk.
- *(2) To coordinate and monitor the district's safety program.
- *(3) Conduct training programs in accident, loss prevention, risk assessment, student safety, occupational safety and inspections.
- *(4) Assist Risk Management Department in the investigation and research of claims as requested
- *(5) Review Risk Management Department accident and incident reports to identify and implement corrective action plans if necessary
- *(6) Make studies and analyses of accidents and health hazards for the purpose of eliminating these conditions.
- *(57) To monitor all district safety and emergency management plans.
- *(68) Formulate and recommend general safety policies and measures to be followed by students and employees.
- *(79) Inspect or tour district facilities to detect existing or potential accident and health hazards and recommend corrective or preventive measures where indicated in accordance with Department of Education regulations.
- *(810) Devise, supervise and coordinate training programs or media which will increase proficiency in safe practices and promote safety consciousness and fire prevention.
- *(911) Assist in the establishment and administration of special safety drives or campaigns.
- *(102) Participate in securing grants for safety programs.

Board Approved: 4/25/06

Revised: 07/28/09

Consent B - 04/24/2018 04/08/14

01/13/16

SAFETY TECHNICIAN (Continued)

- *[\(113\)](#) Update the Emergency Management Plan and phone tree.
- *[\(124\)](#) Assist with fire, safety and sanitation inspections.
- *[\(135\)](#) Coordinate hazardous waste disposal.
- *[\(146\)](#) To serve as a liaison with public safety authorities on all matters affecting school safety.
- *[\(157\)](#) To oversee Department of Education safety inspections of school and district facilities and coordinate the correction of safety hazards.
- *[\(186\)](#) Direct the district safety team.
- *[\(179\)](#) Demonstrate initiative in the performance of job responsibilities.

Employee Qualities/Responsibilities

- *[\(1820\)](#) Follow attendance, punctuality and proper dress rules.
- *[\(1921\)](#) Ensure adherence to good safety standards.
- *[\(2022\)](#) Maintain confidentiality regarding school/workplace matters.
- *[\(213\)](#) Model and maintain high ethical standards.
- *[\(224\)](#) Maintain expertise in assigned area to fulfill project goals and objectives.
- *[\(235\)](#) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

Inter/Intra-Agency Communication and Delivery

- *[\(246\)](#) Communicate effectively with the public, staff members, administrators and other contact persons using tact and good judgment.
- *[\(257\)](#) Represent the School District in community safety groups, county organizations and programs.
- *[\(268\)](#) Consult with all departments and programs on design and use of equipment, shops, and related safety issues or programs.
- *[\(279\)](#) Keep supervisor informed of potential problems or unusual events.
- *[\(2830\)](#) Respond to inquiries and concerns in a timely manner.
- *[\(2931\)](#) Serve as a liaison between administration and the maintenance department as needed.

System Support

- *[\(302\)](#) Exhibit interpersonal skills to work as an effective team member.
- *[\(313\)](#) Demonstrate support for the school district and its goals and priorities.
- *[\(324\)](#) Serve on school/district committees as required or appropriate.
- *[\(335\)](#) Demonstrate initiative in identifying potential problems or opportunities for improvement.
- *[\(3634\)](#) Prepare all required reports and maintain all appropriate records.
- *[\(357\)](#) Participate in cross-training activities as required.
- *[\(368\)](#) Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

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

Job Description Supplement 11

TERMS OF EMPLOYMENT:

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Board Approved: 4/25/06

Revised: 07/28/09

Revised: 04/08/14

01/13/16

SAFETY TECHNICIAN (Continued)

Professional Technical
FLSA Exempt

Grade C

250 day Contract (12 months)

EVALUATION:

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

PROJECT SPECIALIST

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Associate's-Bachelor's degree from an accredited educational institution.
- (2) Three (3) Five (5) years experience preparing grant proposals and monitoring federal and state grants preferred.
- (2)(3) Three (3) years of teaching or experience in an educational organization preferred.
- (3)(4) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of computer software, office equipment, office practices and procedures. Knowledge of School Board policies that relate to job functions. Ability to use business math and basic bookkeeping applications effectively. Ability to communicate orally and in writing. Ability to schedule time, establish priorities and work efficiently. Ability to compose correspondence and prepare reports in an articulate manner. Ability to promote a harmonious atmosphere and smooth flow of business. Ability to handle constituents' problems, concerns and emotional distress with sensitivity and tact. Ability to answer the telephone in a professional and courteous manner. Ability to handle sensitive information with confidentiality. Ability to take initiative to begin projects without supervision.

REPORTS TO:

Director of Federal Programs

JOB GOAL

To assist in the planning, writing, implementation and monitoring of federal and state grants.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Write grants and assist both district and school personnel in compiling research and information necessary to complete grant applications.
- *(2) Provide technical assistance to administrative, instructional and support services staff in program implementation.
- *(3) Prepare financial, statistical and other reports, as necessary.
- *(4) Prepare all required reports and maintain all appropriate records.
- *(5) Prepare program and budget amendments.
- *(6) Monitor expenditures of program funds and budget status.
- *(7) Assist in the development of appropriate forms, as needed.
- *(8) Prepare materials for dissemination to schools and district staff.

PROJECT SPECIALIST (Continued)

- * (9) Assist in compiling and preparing data necessary for program evaluations.
- * (10) Obtain, assemble and organize pertinent data into usable form for local, state and federal audits.
- * (11) Explore availability of alternative funding sources.
- * (12) Orient new project staff on grant administration, project amendments and renewal applications.
- * (13) Conduct periodic on-site visitation, and prepare observation reports as required by grantor agencies.
- * (14) Make arrangements for meetings.
- * (15) Demonstrate initiative in the performance of assigned responsibilities.

Employee Qualities/Responsibilities

- * (16) ~~Provide outstanding customer service, and use positive interpersonal communication skills. Meet and deal effectively with the general public, staff members, parents, administrators and other contact persons using tact and good judgment.~~
- * (17) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- * (18) Ensure adherence to good safety standards.
- * (19) Maintain confidentiality regarding school/workplace matters.
- * (20) Model and maintain high ethical standards.
- * (21) Maintain expertise in assigned areas to fulfill project goals and objectives.
- * (22) Attend technical assistance meetings, workshops and conferences in order to maintain knowledge of state and federal guidelines.
- * (23) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

Inter/Intra-Agency Communication and Delivery

- * (24) Confer with Department of Education staff to ensure compliance with state and federal guidelines.
- * (25) Provide programmatic and budgetary technical assistance to school based and district personnel.
- * (26) Serve as a liaison ~~between district office and school based staff~~ to support the Homeless Education Program.
- * (27) Establish and maintain liaison with city, county, state and federal agency offices involved in proposal applications.
- * (28) Prioritize and distribute information about appropriate funding opportunities to appropriate stakeholders. ~~Distribute information from the Federal Register, Commerce Business Daily and similar publications which identify sources of funding and bring to the attention of the staff those notices of funding sources or requests for proposal that have implications for project development and management.~~
- ~~* (29) Inform administrators and department heads of grant opportunities.~~
- * (30) (29) Answer telephone in a courteous and professional manner.
- * (31) (30) Exercise service orientation when working with others.
- * (32) (31) Keep supervisor informed of potential problems or unusual events.
- * (33) (32) Use effective, positive interpersonal communication skills.
- * (34) (33) Respond to inquiries and concerns in a timely manner.
- * (35) (34) Serve on school/district committees as required or appropriate.

System Support

- * (36) (35) Exhibit interpersonal skills to work as an effective team member.

PROJECT SPECIALIST (Continued)

~~*(37)*~~*(36) Follow federal and state laws as well as School Board policies, rules and regulations.

~~*(38)*~~*(37) Demonstrate support for the school district and its goals and priorities.

~~*(39)*~~*(38) Demonstrate initiative in identifying potential problems or opportunities for improvement.

~~*(40)*~~*(39) Prepare or assist in the preparation of all required reports and maintain all appropriate records.

~~*(40)~~ Participate in cross-training activities as required.

~~*(41)~~

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

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

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

Job Description Supplement 05

TERMS OF EMPLOYMENT:

Professional Technical
FLSA Exempt

Grade C

~~220-250~~ day Contract (~~11-12~~ months)

EVALUATION:

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

Quail Valley Charities, Inc.
2018 Grant Application General Information
Due by Friday, September 1, 2017

Organization Name Education Foundation of Indian River County, Inc. Date 8/31/2017

Address P.O. Box 7046

City Vero Beach State FL Zip 32961

501(c)3 Non-Profit Organization Yes X No _____

IMPORTANT:

Please submit a copy of your 501(c)3 status

Please submit 1 copy of your Audited Financial Statement for Prior Year

Contact Person & Title Cynthia Falardeau
 Telephone Number (772) 564-0034
 Cell Number (772) 564-1218
 Email Address director@edfoundationirc.org
 Website Address www.edfoundationirc.org
 Social Media: Facebook: Education Foundation IRC, Twitter: EdFoundationIRC

1) Date Established in Indian River County: 1991

2) Organization's Mission Statement: The Education Foundation of Indian River County funds school program needs and provides services for the school community. With the help of our donors, we support opportunities for students to achieve academic success K-12 and to develop the knowledge and skills needed for higher education and vocational preparation.

3) Total Current Fiscal Year (local) Agency Operating Budget \$537,000.00

4) List the principal sources of support for your Agency such as United Way, Federal, State, local government, foundations, corporation, special events, individual contributors, etc.

<u>Children Services Advisory Council (STEP into K)</u>	<u>\$130,000.00</u>
<u>John's Island Foundation (R.E.A.L Lab)</u>	<u>\$58,000.00</u>
<u>United Way of IRC (STEP/Math Enrichment)</u>	<u>\$54,000.00</u>
<u>Unrestricted Contributions</u>	<u>\$210,049.00</u>
<u>Restricted Contributions</u>	<u>\$356,907.00</u>

5) Please attach a list of your officers and members of your Board of Directors or Board of Trustees and indicate if they reside in Indian River County.

Quail Valley Charities, Inc.
2017 Grant Application –
STEP into Kindergarten- IMPACT Parent Academy
Due by Friday, September 1, 2017

- 1) **Organization Name:** Education Foundation of Indian River County, Inc.
- 2) **Name of Project/Grant and how it supports your organization's mission.**
STEP into Kindergarten IMPACT Parent Academy

Please Note:

Summer Transition Enrichment Program (STEP) into Kindergarten is a free summer program that promotes readiness for school success and a positive transition to Kindergarten. The 29 day bridge program has been highly successful in preparing children for success. Please see attached data. This has been a collaborative effort between the Education Foundation of Indian River County (EF-IRC) and the School District of Indian River County (SDIRC) since 2014.

The EF-IRC and the SDIRC are seeking a grant of \$20,000 to implement a new parent academy for the 225 families we will serve in June and July of 2018 – STEP into Kindergarten program.

The proven success of the program demonstrates how investing in early education pays substantial dividends for a child's academic future. However, we know that we also need to give the children's' parents the tools and strategies to support them. Developing strong home-school relationships fosters a culture that allows teachers and parents to work collaboratively for the benefit of the child.

In the 2017/18 school year, the SDIRC Title I Department is actively collaborating with Title I schools to develop IMPACT Parent Academies. IMPACT: Inspiring, Meaningful, Partnerships through Academic Collaborative Teams.

Title I schools have a high enrollment of children who come from economically disadvantaged homes. This is defined as family of three earning less than \$37,000. Presently 68% of all elementary children in Indian River County come from financially strained homes. 9 of the 13 elementary schools are Title I schools.

- 3) **List specific project goal(s) focusing on how this project will serve children.**

How the STEP into Kindergarten – IMPACT Parent Academy will change lives:

- **Engage families as the most important partners in the education of students.**
- **Empower parents with knowledge that support student growth**
- **Enhance the school-home connection**
- **Enable parents by sharing tools needed to support their child(ren)'s success**

- 4) **How many children will be impacted by this grant? Ages?**

- *We estimate 100 students, ages 4 -6. Please note that there this number reflects the parents of children who would be invited to participate in the IMPACT Parent Academy; however, when you consider siblings or other children in the adult participant's care, the impact has the potential to be far more reaching.*
- *TARGET AUDIENCE: Parents of STEP in KG students will be given priority enrollment in the Summer 2018 Parent Academy and then registration will be opened to parents with students entering grades K-2 at SDIRC Title I Schools.*
- *100% of the children and families will be Indian River County residents*

5) *What community need does your project address?*

Preparing 4 and 5 year old children for academic success:

The 2014 Indian River County (IRC) Children's Needs Assessment provided valuable information to help guide the Child Services Advisory Committee (CSAC) and other local grant makers on the needs and priorities to ensure the well-being of children in IRC.

Key insights since the last report in 2006 revealed that the number of children under 18 living in poverty increased from 16% to 21% and the number of children eligible for free or reduced school lunch rose to almost 57%.

An identified priority for our community was to "Build Parent Capacity." This encompasses improving parenting skills at every age of a child's life and providing support mechanisms for parents. A priority would be new parents, in particular first time and single parents, and those in the poverty pockets.

The Needs Assessment rationale was the following: A parent is a child's first and most important teacher. We need to equip parents to be the good parents that they all want to be.

Priorities identified by the IRC Children's Needs Assessment were recently validated in an August 22, 2017 Education Week article entitled "Payoffs seen in smooth transition to kindergarten – easing the transition to this early grade can yield dividends later on":

"Research demonstrates that children and teachers reap tangible benefits when schools engage in more transition activities. Parents initiate more involvement in school during the kindergarten year, and children end the year with measurably higher academic achievement."

To read entire article, please click the following link:

<http://www.edweek.org/ew/articles/2017/08/23/payoffs-seen-in-smooth-transition-to-kindergarten.html?cmp=e1-enl-eu-news1>

6) *What are the specific outcomes your project will achieve? How will you measure these outcomes? Please indicate how data will be collected and how data will be reported.*

STEP into Kindergarten IMPACT Parent Academy:

BIG IDEA for Parents: *Through the Conscious Discipline model parents will discover why self-regulation skills are the #1 skill necessary for success in school – and life – and how to help your kids develop these essential skills.*

Conscious Discipline is a researched based social emotional model. It is based on current brain research, child development information, and developmentally appropriate practices. Conscious Discipline is a way of organizing schools and classrooms around the concept of a School Family. Each member of the family—both adult and child—learns the skills needed to successfully manage life tasks such as learning, forming relationships, communicating effectively, being sensitive to others' needs and getting along with others.

Conscious Discipline empowers teachers and other adults with the Seven Powers for Self-Control.

The Seven Powers of Self Control

Perception – No one can make you mad without your permission

Unity – We are all in this together

Love – See the best in others

Attention – What you focus on, you get more of

Acceptance – The moment is as it is

Free will – The only person you can make change is yourself

Intention – Conflict is an opportunity to teach

PURPOSE for Parents: *Most parents don't realize that self-regulation is the #1 skill necessary for success in school. This interactive workshop for parents will teach you the Five Steps to Self-Regulation. As you learn how to apply these valuable principles, you'll learn how to navigate your own upset in a way that leads to healthier relationships and gain a powerful tool set of skills to pass on to your children.*

SMART Goal(s):

After completion of the IMPACT Parent Academy, the parent self-assessment instrument will indicate that at least 80% of parents as "effective" or "highly effective" at the following skills:

- *Recognize their own emotional triggers*
- *Develop calming strategies that work*
- *Acknowledge their emotions and understand their messages*
- *Find solutions that help them and their child*
- *Coach their child through the Five Steps of self-regulation*

DATA Collection: *Parent self-assessment; Data Report will be available at the conclusion of the Parent Academy.*

- 7) **Total Project Budget**
\$22,488
- 8) **Amount Requested**
\$20,000

A) Submit a DETAILED project budget

**Examples - Field Trips (Not Acceptable)
Trips to Museum indicating budgeted expenses (Yes)**

Activity	Expense	Anticipated Fund Source
Conscious Discipline Consultant 4 days @ \$3,500/ day Interactive Discipline Course for Parents <i>Dates and times to be determined based on consultant availability and parental input</i>	\$14,000.00	Quail Valley Charities, Inc.
Conscious Discipline Materials 100 kits x \$75.00 Supplies: HOME EDITION: Feeling Buddies for Families Self- Regulation Toolkit Text: Managing Emotional Mayhem by Dr. Becky Bailey	\$7,500	\$6,000 -Quail Valley Charities, Inc. \$1,500 – SDIRC Title I Part A
Misc. Supplies Pens, paper, chart paper, post-its, copies	\$500.00	\$500 – SDIRC Title I Part A
Childcare 2 Teacher Assistants @ \$15/ hour and fringe 4 days/ 2 hours per day	\$288.00	\$288 – SDIRC Title I Part A
Light Refreshments Water, cookies, pretzels – meetings to be scheduled after meal times.	\$200	\$200 – SDIRC Title I Part A

B) List other funding sources and amounts applied for, committed or received for this project.

2018 STEP into KG Program funded through SDIRC Title I Part A funds, CSAC, and United Way. SDIRC Title I commitment to supplement STEP into Kindergarten IMPACT Parent Academy if awarded grant.

9) Who will implement this grant? Include contact information.

Cynthia Falardeau – Education Foundation of Indian River County – Executive Director; director@edfoundationirc.org (772)564-0034

Karen Malits – School District of Indian River County – Director of Federal Programs; Karen.malits@indianriverschools.org (772)564-3038

- 10) *When would the project begin? Include a timeline of completion.*

February 2018 – May 2018 – Registration for STEP into Kindergarten Summer Program; Outreach to Families regarding Parent Academy

June 2018 – July 2018; Parent Academy - dates and times to be determined based on consultant availability and parental input

- 11) *What will happen if you are not awarded this grant?
The Parent Academy will not occur as there is not an alternate fund source. Families of poverty will not get the supports they need to help their child succeed.*

- 12) *How will you report on your progress to Quail Valley Charities? Photos, Quail Valley Facebook page, written feedback, etc. Please include timeline for your reporting and suggest possibilities for visiting your project.*

June 2018 – July 2018; Community Walk Through of STEP into Kindergarten Program; Parent Academy - dates and times to be determined based on consultant availability and parental input; Parent self-assessment; Photos/ videos

We will also promote the partnership through our TV show, “Building Foundations for Education,” on Comcast channel 28 and U-Verse 99.

We will share the progress and impact through social media. We have a reach of 5,000 people per week through our Facebook page and 10,000 via Twitter.

Thank you for your submission!

John's Island Community Service League

Grant Application 2017-2018 - JICSL 2017-2018 Grant Application

Application Status: Submitted

Application Submission Details

Approved at the Board of Directors meeting on: 9/13/2017

Executive Director: Cynthia Falardeau

Board President: Cathy Filusch

Board Treasurer: Brian Elwell

Submission Confirmation Email Sent To: director@edfoundationirc.org

Submitted By: Cynthia C. Falardeau on 10/2/2017 at 10:09 AM (CST)

Education Foundation of Indian River County, INC.

General Agency Information

Agency Name	Education Foundation of Indian River County, INC.
Agency Address	P.O. Box 7046, Vero Beach, FL, 32961, U.S.A.
Agency Telephone	(772) 564-0034
Agency Fax	(772) 564-0761
Executive Director	Cynthia C. Falardeau
EIN #	59-3118402
Fiscal Year	July/June

Organization Capacity

Please provide the Mission Statement of your organization

The Education Foundation of Indian River County is a non-profit organization that works to enhance our community's investment in our schools with the goal of achieving excellence for students and educators.

Please provide the Vision Statement of your organization

The Education Foundation of Indian River County operates both as a funding source and as a service provider for the school community.

We work with the school system to develop, evaluate and secure funding for new, innovative projects, generated both by the system itself and by community organizations.

In addition, we seek to support the students' opportunities to achieve school success and to develop the skills needed to meet the challenges of higher education and the pursuit of vocational interests.

Provide a brief summary of your organization including areas of expertise, accomplishments, and population served.

PROVIDING links from the community to classroom projects: 1) •Developing minds and providing college scholarships through the Indian River Regional Science & Engineering Fair 2) •Engaging local business owners in providing real world experiences.

INITIATING and supporting innovative programs for schools: 1) •STEP into Kindergarten to increase Kindergarten readiness rates 2) •SPEAK UP! – Providing children with special needs the tools to transition as productive members of our community.

COLLABORATING with Indian River Schools to provide professional development: 1) •Algebra Counts 2 Lesson Study to increase mathematical proficiencies that lead to increased graduation rates 2) • Development of our principals as instructional leaders.

Education Foundation of Indian River County, INC.

Board Effectiveness

Describe the commitment and involvement of the board and agency's long range planning and on-going program evaluation

The Education Foundation of Indian River County (EF-IRC) Board of Directors is made up of 11 private sector members who make a commitment to lead a committee/event, attend all meetings, support the annual appeal, attend all fundraising events and engage new donors in the process of expanding our program services.

The EF-IRC Board of Directors meets monthly. The Executive Committee meets monthly to review the finances, annual independent audit and to review the following checklist:

1. Are goals and objectives being achieved or not?
2. Have the goals been achieved? If not, then why?
3. Have deadlines for major projects been completed?
4. Do personnel have adequate resources (money, equipment, facilities, training, etc.) to achieve the goals?
5. Are the organizational goals and objectives still realistic?
6. Should the organizational priorities be changed to put more focus on achieving the goals?
7. Should the goals be changed?
8. What can be learned from our monitoring and evaluation in order to improve future planning activities?

Number of times board meets with quorum each year 12

Community Support

Describe areas such as use of volunteers in support of agency, programs, and fund raising/special event successes

We have over 500 volunteers who give their time to support our program services. The Indian River Regional Science & Engineering Fair and Sneaker Exchange Programs are the most volunteer supported programs. We are fortunate to have members of the local Exchange Clubs, Chamber of Commerce Young Professionals, local banking teams, and church groups who volunteer on an annual basis. In addition, many of our funding groups provide volunteers to support both programs.

Our volunteer board is instrumental in organizing and leading our fundraising events: fall benefit, annual

appeal, Wine and Wickets, and Charity Shoot.

Our board of directors just created a new strategic structure to increase volunteer engagement and the recruitment of new board members. Monthly Executive Committee meetings track and measure our progress in meeting these goals.

In addition:

Members of the Executive Committee and the Executive Director meet with the Superintendent of Schools to review program and project services to the School District of Indian River County. The EF-IRC Board reviews and vets projects before seeking the community's support in funding these prioritized projects of impact. This process allows for new goals and action plans to be developed.

Recently, the SDIRC and the EF-IRC created a Memorandum of Understanding to define and clarify our roles. This was approved unanimously by the School Board.

Education Foundation of Indian River County, INC.

Agency Budget

Revenue

	Last Fiscal Year Actual	Current Fiscal Year	Next Fiscal Year	% Increase Current vs. Next FY
Indian River County Funders	185,295.00	162,460.00	162,800.00	0.21
United Way	54,000.00	35,000.00	35,000.00	
John's Island Community Service League	35,000.00	35,000.00	35,000.00	
John's Island Foundation	35,695.00	56,860.00	50,000.00	
Indian River Golf Club - Head, Heart and Hands	7,800.00	7,800.00	7,800.00	
Grand Harbor Community Outreach Program	7,800.00	7,800.00	15,000.00	
Quail Valley Charity Cup	20,000.00	20,000.00	20,000.00	
Indian River Community Foundation	25,000.00	0.00	0.00	
United Way-Martin County				0.00
United Way-St. Lucie County				0.00
Children's Services Council(s)	130,000.00	156,655.00	156,655.00	0.00
County Funds				0.00
Department of Children & Families				0.00
Other FL State Funds	37,876.00	35,000.00	35,000.00	0.00
CFEF Matching Funds -				

	Last Fiscal Year Actual	Current Fiscal Year	Next Fiscal Year	% Increase Current vs. Next FY
School District Foundation Matching Grant Program	33,000.00	30,000.00	30,000.00	
License for Learning - Automotive Tag Revenue	4,876.00	5,000.00	5,000.00	
Federal Funds				0.00
Foundations				0.00
Program Fees	0.00	0.00	0.00	0.00
Contributions-Cash	140,420.29	150,000.00	160,000.00	6.67
Fund Raising Events-Net	64,000.00	70,000.00	75,000.00	7.14
Funds from Other Sources	61,995.64	65,000.00	70,000.00	7.69
Additional Restricted Program Funding - Science Fair, Sneaker Exchange, Vision for Re	61,995.64	65,000.00	70,000.00	
Investment Income	0.00	0.00	0.00	0.00
Legacies & Bequests	0.00	100,000.00	0.00	-100.00
Membership Dues	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00
Reserve Funds Used for Operating	0.00	0.00	0.00	0.00
Sales to Public-Net	0.00	0.00	0.00	0.00
In-Kind Donations (Not included in total)	18,000.00	18,000.00	18,000.00	0.00
Total	619,586.93	739,115.00	659,455.00	-10.78

Expenditures

	Last Fiscal Year Actual	Current Fiscal Year	Next Fiscal Year	% Increase Current vs. Next FY
Salaries	109,474.00	109,747.00	109,747.00	0.00
Executive Director	70,000.00	70,000.00	70,000.00	
Program Manager	39,474.00	39,747.00	39,747.00	
Payroll Taxes	8,374.82	8,400.00	8,400.00	0.00
Employee Benefits	3,147.32	3,200.00	3,200.00	0.00
Professional Fees	0.00	0.00	0.00	0.00
Administrative Costs	22,498.12	22,650.00	22,650.00	0.00

	Last Fiscal Year Actual	Current Fiscal Year	Next Fiscal Year	% Increase Current vs. Next FY
Payroll Service	5,355.12	5,400.00	5,400.00	
Contract Services	9,475.00	9,500.00	9,500.00	
Insurance - Board of Directors/General Liability	2,495.00	2,500.00	2,500.00	
General Supplies	1,422.00	1,450.00	1,450.00	
Board Expense	896.00	900.00	900.00	
Fees and Licenses	2,855.00	2,900.00	2,900.00	
Advertising	1,135.00	1,200.00	1,200.00	0.00
Audit Expense	5,250.00	5,500.00	5,500.00	0.00
Educational Materials	0.00	0.00	0.00	0.00
Equipment Purchases: Capital Expense	0.00	0.00	0.00	0.00
Equipment: Rental & Maintenance	1,658.00	1,700.00	1,700.00	0.00
Food & Nutrition	0.00	0.00	0.00	0.00
Insurance				0.00
Miscellaneous	0.00	0.00	0.00	0.00
Occupancy				0.00
Office Supplies	2,428.00			0.00
Postage/Shipping	1,061.00			0.00
Printing & Publications				0.00
Specific Assistance to Individuals	0.00	0.00	0.00	0.00
Subscription/Dues/Members hips				0.00
Telephone	2,791.00	2,800.00	2,800.00	0.00
Travel/Conferences/Training	935.00	1,000.00	1,000.00	0.00
Travel-Daily Mileage Reimb.	250.00	250.00	250.00	0.00
Utilities				0.00
Other	415,166.64	419,115.00	424,455.00	1.27
Restricted Program Funding	415,166.64	419,115.00	424,455.00	
Total	574,168.90	575,562.00	580,902.00	0.93

Revenues Over / (Under) Expenditures

	Last Fiscal Year Actual	Current Fiscal Year	Next Fiscal Year	% Increase Current vs. Next FY
REVENUES OVER/UNDER EXPENDITURES	45,418.03	163,553.00	78,553.00	-51.97

Education Foundation of Indian River County, INC. - STEP into Kindergarten

Program Information

General Information

Program Name STEP into Kindergarten
Program Address P.O. Box 7046, 2926 Piper Drive, Building #13, Vero Beach, Florida , 32961, U.S.A.
Program Director Cynthia C. Falardeau, phone: (772) 564-0034, email: director@edfoundationirc.org
Focus Area Education

Program Description

The Education Foundation, in partnership, with the School District of Indian River County (SDIRC) seeks to increase Kindergarten readiness rates for 4- and 5-year-old children by extending the school year with 29 instructional days. This proposal seeks to replicate and expand the STEP into Kindergarten (STEP - Summer Transition Enrichment) program's success that extends the school year through the end of July 2018 with priority given to the students identified as homeless, migrant and students residing in school zones with the highest poverty percentages.

The Education Foundation collaborates with the SDIRC to leverage the community's investment in our schools with the goal of achieving excellence for students and educators.

We work together to fund-raise, administer and implement programs like STEP into K to prepare 4 and 5 year old children to arrive at Kindergarten prepared to begin their academic careers.

Program Summary Report

Amount Requested from Funder for 2017/18 35,000.00
Total Proposed Program Budget for 2017/18 257,850.00
Percent of Total Program Budget 13.57
Any Current Program Funding from THIS Funder (2016/17) 35,000.00
Dollar increase/(decrease) in request 0.00

Percent increase/(decrease in request) 0.00
Unduplicated Number of Children to be served in 2017/18 225
Unduplicated Number of Adults to be served in 2017/18 0
Total Program Cost per Client 1,146.00

If request increased by 10% or more over previous year's allocation, briefly explain why

N/A

If these funds are being used to match another source, name the source and the \$ amount

N/A

Education Foundation of Indian River County, INC. - STEP into Kindergarten

Proposal Narrative

Describe the program with emphasis on primary program activities.

The Education Foundation, in partnership, with the School District of Indian River County (SDIRC) seeks to increase Kindergarten readiness rates for 4 and 5 year old children by extending the school year with 29 instructional days.

This proposal seeks to replicate and expand the STEP into Kindergarten (STEP - Summer Transition Enrichment) program's success that extends the school year through the end of July 2018 with priority given to the students identified as homeless, migrant and students residing in school zones with the highest poverty percentages.

The Education Foundation collaborates with the SDIRC to leverage the community's investment in our schools with the goal of achieving excellence for students and educators.

We work together to fundraise, administer and implement programs like STEP into K to prepare 4 and 5 year old children to arrive at Kindergarten prepared to begin their academic careers

Program Need

Substantiate the need of this program

Presently there are nearly 104 children on the School District of Indian River County (SDIRC) 2017-2018 wait list. This is a result of parents not being able to pay for a full day early childhood program. They need free or subsidized seats.

We served 17% (199 students) of the incoming Kindergarten population in the most recent year. This proposal seeks to increase this percentage to 31% (31% is 225/720 -720 is the Title I Kindergarten population as of d

of this proposal).

Please note that at the time of application (during the 2017-2018 school year): The Kindergarten population represents 1,195 SDIRC Kindergarten students. Our goal is to serve 225 students during that session.

STEP only serves SDIRC Title I population = 720 Kindergarten students.

Indicate how this program addresses the need

The objective of this program is to increase Kindergarten readiness rates of at risk 4 and 5 year olds who need the benefit of quality instruction by providing them a free full day program at various Title I school sites.

Title I (Part A) is the largest federal program in grades K-12 education. Title I Part A, is intended to help ensure that all children have the opportunity to obtain a high-quality education and reach proficiency on challenging state academic standards and assessments.

STEP into Kindergarten is a FREE summer program that promotes readiness for school success and a positive transition into Kindergarten.

The 29 day program bridges the transition for children who have participated in a Voluntary Pre-Kindergarten Program and will be entering Kindergarten at a Title I school in the fall.

Children benefit from certified teachers and qualified paraprofessionals. Extended academic learning time and social emotional skill building prepare students.

Target Population

Define the target population

Students identified as homeless, migrant and students residing in school zones with the highest poverty percentages are the target population.

Some of these students will have participated in the school district's high quality, rigorous Voluntary Pre-Kindergarten (VPK) program. Others will have been part of private provider's programs in which students have not received a full day of VPK programming.

The extended school year provides teachers more time with these students to help them improve their print knowledge, phonemic awareness and oral language.

Explain how the target population is made aware of the program

- Annual Pre-K Party and Kindergarten Round-Up - held the last Saturday in February at the Indian River Mall
- Private VPK provider meetings hosted by the Early Learning Coalition
- Phone calls made to private VPK directors
- Personal invitations to students, families and providers
- Press release announcements to be distributed through all media outlets
- School based and community-wide Kindergarten Round Ups and events (Touch-A-Truck)
- Collaboration with SDIRC and private VPK providers
- Promotion of opportunities through radio and digital advertisements

Explain how it accesses program services? (i.e., location, transportation, hours of operation, etc.)

The program sites are located in the geographic areas where the target populations are located. In addition, free transportation, breakfast, and lunch are provided for this full day program.

Provide information which supports that the proposed strategies are Evidence-Based Best Practices and are effective with the target population.

The objectives of this proposal will be achieved by providing access to high quality instruction, an enriching and engaging environment, highly qualified Florida certified teachers and teacher assistants, and developmentally appropriate curriculum. In addition, the program will screen and monitor their early literacy/math skills and social and emotional progress.

The program also provides children with the ability to develop critical social and emotional skills:

1. Displays respect and courtesy to adults
2. Works and plays well with others
3. Follows directions the first time
4. Stays on task.

Identify similar programs that are currently serving the needs of the targeted population.

The School District has limited funds to provide summer programming. No other agency offers an academically based VPK extension program, which is free of charge.

Collaboration

Indicate your key collaborators on this program.

The Education Foundation of Indian River County collaborates with the School District of Indian River County to provide expertise, knowledge, staff, site locations and insurance/liability.

We also collaborate with Head Start - 60% of our students come from their program.

We work together to fundraise, administer and implement programs like STEP into K to prepare 4 and 5 year old children to arrive at Kindergarten prepared to begin their academic careers.

Describe how this program is a collaborative effort.

This program supports the community Moonshot Moment Goal of preparing 90% of children to be reading on grade level by the third grade. We collaborate with the Kindergarten Readiness Collaborative to present events like the Pre-K Party and Kindergarten Round-Up. We also reach out to community groups and private care providers to promote our program and to encourage their parents to register their children for Kindergarten.

In addition, our Executive Director, serves as a MCAN Leader (Moonshot Community Action Network).

Clients Served

What is the maximum number of clients the program can serve? 225

Is the program under or over capacity and how is this addressed? (i.e. Waitlist)

To serve the additional 15 students (over June 2017), one additional teacher and teacher assistant will

need to be hired. Additional curriculum and supplies will be required. In addition, increased marketing and recruitment efforts will take place to promote the program (ex: radio, social media, printed materials, home visits, community outreach) so that students are registered and attend.

What are the eligibility requirements for clients to receive program services

4 and 5 year old children who students identified as homeless, migrant and students residing in school zones with the highest poverty percentages.

Program Fee Schedule: Please check all that apply

free

offered on a sliding fee scale

fixed fee

offered with a suggested donation from the client

other

Do you turn clients away based on ability to pay? No

What constitutes program completion for clients?

[Detail all steps of program completion. For example program A requires clients to enter into counseling, participate for a minimum of three weeks at least twice per week and then have a successful negative drug screening to complete their program.]

Students who complete 25 or more - of the 29 day program.

What percent of clients complete the program? 100.00

How many clients per year actually complete the program? 199

How many do not? 0

How long does the program track clients after program completion?

The SDIRC continues to progress monitor all children who participate throughout their academic career.. This means that they will continue to receive necessary academic supports to help them advance their academic and social/emotional skills.

Program Sustainability

How will the agency operate if it doesn't receive the full amount requested from this funder?

We will not be able to prepare children of poverty for Kindergarten. The number of children we serve is directly linked to the funding we raise.

Education Foundation of Indian River County, INC. - STEP into Kindergarten

Program Budget Narrative

Explanation for increases of 15% or more

N/A

Provide a narrative of your program budget, including a description of the resources needed to successfully deliver the program, and an explanation of which funding sources are already committed, which are pending, and which are projection.

BUDGET –2018:

- 1 Lead teacher for 31 days (2 Planning and Professional Development and 29 Instructional day) = \$9,500.00
 - 5 teachers (12 days) = \$18,500.00
 - 15 teachers (19 days) = \$87,300.00
 - 5 Paraprofessionals (12 days) = \$7,500.00
 - 15 Paraprofessionals (19 days) = \$35,000.00
 - 4 Clinician/Clerical (31 days) = \$15,000.00
 - Transportation = \$24,200.00
 - Curriculum/ Instructional Materials/ Supplies = \$25,350.00
 - Program Implementation = \$12,000 – EF
 - Mileage = \$1,000
 - Marketing of Program/ Recruitment efforts = \$10,000
 - Parent Orientation (personnel costs) – \$2500.00
 - Family Engagement Supports (ex: take home materials/ supplies/ consultant/ keynote speaker) - \$10,000.00
- TOTAL: \$257,850.00

Provide any additional information that will assist JICSL volunteers to understand the program budget and/or the requested amount of funding. Provide a narrative explanation for any amounts listed on the budget line items "In-Kind" and "Other".

Personnel and transportation are the most critical pieces to provide this service. We are able to stretch the marketing dollars with the support of local radio stations. The marketing dollars were a critical means of us recruiting families and of raising awareness of the importance of Kindergarten readiness.

Does the program or agency have a foundation, endowment or supporting organization associated with it? If yes, please provide the total amount of assets under management, explain its supporting role to the agency or program and does it have any specific restrictions on the use of it's funds (board designation, use for a specific program, etc.).

We do not have a foundation or endowment to support this project. We have secured funding from CSAC (\$156,655.00) and from United Way (\$35,000). We have a pending proposal with Quail Valley Charities (\$20,000). We will not know how much Title I funding will be available until March 2018.

Education Foundation of Indian River County, INC. - STEP into Kindergarten

Program Budget

Revenue

	Last Fiscal Year Actual	Current Fiscal Year	Next Fiscal Year	% Increase Current vs. Next FY

	Last Fiscal Year Actual	Current Fiscal Year	Next Fiscal Year	% Increase Current vs. Next FY
Indian River County Funders	30,000.00	55,000.00	55,000.00	0.00
United Way of IRC	30,000.00	35,000.00	35,000.00	
Quail Valley Charities	0.00	20,000.00	20,000.00	
United Way-Martin County				0.00
United Way-St. Lucie County				0.00
Children's Services Council(s)	130,000.00	156,655.00	156,655.00	0.00
County Funds				0.00
Department of Children & Families				0.00
Other FL State Funds	10,000.00	0.00	0.00	0.00
School District Matching Grant Funds	10,000.00	0.00	0.00	
Federal Funds	50,000.00	35,000.00	35,000.00	0.00
Foundations				0.00
Program Fees				0.00
Contributions-Cash				0.00
Fund Raising Events-Net				0.00
Funds from Other Sources	0.00	0.00	0.00	0.00
Investment Income				0.00
Legacies & Bequests				0.00
Membership Dues				0.00
Miscellaneous	0.00	0.00	0.00	0.00
Reserve Funds Used for Operating				0.00
Sales to Public-Net				0.00
In-Kind Donations (Not included in total)				0.00
Total	220,000.00	246,655.00	246,655.00	0.00

Expenses

	Last Fiscal Year Actual	Current Fiscal Year	Next Fiscal Year	% Increase Current vs. Next FY
Salaries	166,840.00	187,300.00	187,300.00	0.00

	Last Fiscal Year Actual	Current Fiscal Year	Next Fiscal Year	% Increase Current vs. Next FY
1 Lead teacher for 31 days (2 planning days & professional development and 29 instruc	9,495.00	9,500.00	9,500.00	
5 teachers (12 days) June	18,500.00	18,500.00	18,500.00	
15 teachers (19 days) July	81,440.00	87,300.00	87,300.00	
5 paraprofessionals June (12 days)	7,500.00	7,500.00	7,500.00	
15 paraprofessionals July (19 days)	34,905.00	35,000.00	35,000.00	
4 Clinicians/Clerical (31 days)	15,000.00	15,000.00	15,000.00	
EF Staff Implementation	0.00	12,000.00	12,000.00	
Parent Orientation	0.00	2,500.00	2,500.00	
Payroll Taxes				0.00
Employee Benefits				0.00
Professional Fees	0.00	0.00	0.00	0.00
Administrative Costs	0.00	0.00	0.00	0.00
Advertising				0.00
Audit Expense				0.00
Educational Materials	15,350.00	35,350.00	35,350.00	0.00
Family Engagement Materials - take home materials, supplies, consult/keynote speaker	0.00	10,000.00	10,000.00	
Curriculum Instruction Materials/Supplies	15,350.00	25,350.00	25,350.00	
Equipment Purchases: Capital Expense	0.00	0.00	0.00	0.00
Equipment: Rental & Maintenance				0.00
Food & Nutrition	0.00	0.00	0.00	0.00
Insurance				0.00
Occupancy				0.00
Office Supplies				0.00
Postage/Shipping				0.00
Printing & Publications				0.00

	Last Fiscal Year Actual	Current Fiscal Year	Next Fiscal Year	% Increase Current vs. Next FY
Specific Assistance to Individuals	0.00	0.00	0.00	0.00
Subscription/Dues/Memberships				0.00
Telephone				0.00
Travel/Conferences/Training				0.00
Travel-Daily Mileage Reimb.	1,000.00	1,000.00	1,000.00	0.00
Utilities				0.00
Other	35,000.00	34,200.00	34,200.00	0.00
Marketing of Program/Recruitment Efforts	5,000.00	10,000.00	10,000.00	
Bus Transportation of Students	30,000.00	24,200.00	24,200.00	
Total	218,190.00	257,850.00	257,850.00	0.00

Revenue Over/(Under) Expenditures

	Last Fiscal Year Actual	Current Fiscal Year	Next Fiscal Year	% Increase Current vs. Next FY
REVENUES OVER/UNDER EXPENDITURES	1,810.00	-11,195.00	-11,195.00	0.00

Education Foundation of Indian River County, INC. - STEP into Kindergarten

Outcome / Indicator Measurements

Outcome

Outcome Statement:

(EL) Young children have access to high quality early learning experiences in home, community and childhood care and education settings which prepare them to enter school ready to learn.

	Served Last Fiscal Year	Served in the Current Fiscal Year	Projected for Fiscal
# Clients to be Served	199	225	
# Clients to Achieve	165	180	
% Clients to Achieve	82.91	80.00	

Outcome Questions

How many unduplicated clients achieved the selected program outcomes in the previous year?

What measurement tool will be used to determine the projected outcome/indicator results?

80% of students will score at least 80% or higher on the "Get Ready to Read Screener". Expected outcomes/change: Increases in print knowledge, linguistic awareness and emergent writing.
 Outcome #2: 80% of students will score at least 80% or higher on the Kindergarten Initial Sounds Probe. Expected outcomes/change: Increase in print knowledge and linguistic awareness.
 Outcome #3: 80% of students will score at least 80% or higher on the Letter Naming Probes for upper and lowercase letters. Expected outcomes/change: Increase in upper and lowercase letter recognition, print knowledge and linguistic awareness.
 Outcome #4: 80% of students will score at least 80% or higher on the Number Identification Probe. Expected outcomes/change: Increased number recognition (1-10).

Indicators		Last Fiscal Year Actual	Current Fiscal Year	Next
#/% of early childhood teachers receiving professional development	# Clients Served	14	15	
	# Achieved	14	15	
	% Achieved	100	100	
#/% of children meeting or exceeding developmental milestones	# Clients Served	199	225	
	# Achieved	165	180	
	% Achieved	82.91	80	
#/% of children passing social-emotional questionnaire or screening	# Clients Served	199	225	
	# Achieved	165	180	
	% Achieved	82.91	80	

Outcome Statement: (EL) Young children improve positive age appropriate social and emotional ski

	Served Last Fiscal Year	Served in the Current Fiscal Year	Projected for Fiscal
# Clients to be Served	199	225	

	Served Last Fiscal Year	Served in the Current Fiscal Year	Projected for Fiscal
# Clients to Achieve	148	180	
% Clients to Achieve	74.37	80.00	

Outcome Questions

How many unduplicated clients achieved the selected program outcomes in the previous year?

What measurement tool will be used to determine the projected outcome/indicator results?

Pre and Post testing by teacher and paraprofessional.

Indicators

#/ % of young children demonstrating developmentally appropriate social emotional skills for their age

	Last Fiscal Year Actual	Current Fiscal Year	Next
# Clients Served	199	225	
# Achieved	148	180	
% Achieved	74.37	80	

Inputs

Teachers who have earned four-year degrees (BA or BS) will provide high quality preschool education. Better-educated teachers have more positive and responsive interactions with children, provide richer language and cognitive experiences and spend more time on goal-directed activities. Research indicates that it is a best practice to place highly qualified staff with the most at-risk students to ensure optimal student achievement.

The program sites are located in the geographic areas where the target populations are located. In addition, free transportation, breakfast, and lunch are provided for this full day program.

STEP into Kindergarten IMPACT Parent Academy (Inspiring, Meaningful, Partnerships through Academic Collaborative Teams) will build parent capacity. This encompasses improving parenting skills and providing support mechanisms for parents.

29 comprehensive instructional days for students.

Activities

Whole group instruction with appropriate curriculum (1 hour daily, 5 days a week).

Small group intensive instruction with appropriate curriculum (1 hour daily, 5 days a week).

Small Group Intensive Instruction with appropriate curriculum (30 minutes a day, 5 days a week).

Interactive Learning Stations (20-30 minutes a day, 5 days a week).

Outputs

Outcome #1: 80% of students will score at least 80% or higher on the “Get Ready to Read Screener”. Expected outcomes/change: Increases in print knowledge, linguistic awareness and emergent writing.

Outcome #2: 80% of students will score at least 80% or higher on the Kindergarten Initial Sounds Probe. Expected outcomes/change: Increase in print knowledge and linguistic awareness.

Outcome #3: 80% of students will score at least 80% or higher on the Letter Naming Probes for upper and lowercase letters. Expected outcomes/change: Increase in upper and lowercase letter recognition, print knowledge and linguistic awareness.

Outcome #4: 80% of students will score at least 80% or higher on the Number Identification Probe. Expected outcomes/change: Increased number recognition (1-10).

Outcome #5: Based on the pre and post Social/Emotional/Behavioral Progress Rating, students will demonstrate a 25% growth rate. Expected outcomes/change: Increased ability to display respect & courtesy to adults, work well and play well with others, follow directions the first time and stay on task.

Education Foundation of Indian River County, INC. - STEP into Kindergarten

Program Specific - Unduplicated Client Demographics

	Served in Current Fiscal Year	% of Total	Projected for Next Fiscal Year	% of Total
Total Unduplicated Clients	199	100	225	100
Total	199	100	225	100

Ethnicity

	Served in Current Fiscal Year	% of Total	Projected for Next Fiscal Year	% of Total
Black / African American	26	26	26	26
White	40	40	40	40
Hispanic / Latino	31	31	31	31
Asian		0		0
American Indian		0		0
Other	3	3	3	3
Unknown		0		0
Total	100	50.25	100	44.44

Age

	Served in Current Fiscal Year	% of Total	Projected for Next Fiscal Year	% of Total
Total # of Children	225	100	225	100
Preschool 0-4	225		225	
Elementary 5-10				
Middle School 11-14				
High School 15-18				
Total # of Adults	0	0	0	0
Young Adult 19-25				
Adult 26-54				
Senior 55+				
Total	225	113.07	225	100

Income

	Served in Current Fiscal Year	% of Total	Projected for Next Fiscal Year	% of Total
100% of poverty or below	100	50	100	50
101% to 150% of poverty		0		0
151% to 200% of poverty		0		0
201% of poverty and above		0		0
Unknown	100	50	100	50
Total	200	100.50	200	88.89

Geographic Location

	Served in Current Fiscal Year	% of Total	Projected for Next Fiscal Year	% of Total
Indian River Co.	199	100	225	100
Fellsmere	23		33	
Sebastian	62		65	
Gifford/Wabasso	17		20	
Central Vero			7	
So. County - Highlands/Oslo	97		100	
Unknown				

	Served in Current Fiscal Year	% of Total	Projected for Next Fiscal Year	% of Total
Martin Co.		0		0
St. Lucie Co.		0		0
Okeechobee Co.		0		0
Total	199	100	225	100

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SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

Telephone: (772) 564-4170 • Fax: (772) 564-4182

Date: March 20, 2018

To: Dr. Mark J. Rendell, Superintendent
School Board Members
Indian River County School District

From: Todd Racine, Principal
Sebastian River High School

Subject: Request for approval of donation

Sebastian River High School would like to request the approval of a \$1,200.00 donation from Vero Beach Firefighters Association, Inc.

These funds will be used to benefit our Softball team and were deposited into the Sebastian River High School internal funds account entitled Softball.

Sincerely,



Todd Racine
Principal

"You Can't Hide That Shark Pride"

Todd Racine
Principal

Dariyall Brown
Assistant Principal

Michele Holmes
Assistant Principal

Kelly Ward
Assistant Principal

William Wilson III
Assistant Principal

Madison Cama
Guidance Counselor

Kim O'Keefe
Guidance Counselor

Wendy Palmer
Guidance Counselor

Lynn Phillips
Guidance Counselor

Enrique Valencia
Guidance Counselor



SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

Telephone: (772) 564-4170 • Fax: (772) 564-4182

Date: April 4, 2018

To: Dr. Mark J. Rendell, Superintendent
School Board Members
Indian River County School District

From: Todd Racine, Principal
Sebastian River High School

Subject: Request for approval of donation

Sebastian River High School would like to request the approval of One (1) 2018 Diamond Cargo Enclosed Trailer valued at \$2,500.00, donated from GHO Homes Corporation, Inc.

The purpose of the trailer is to be used as a transportation vehicle for the equipment and storage needs for the Sebastian River High School NJROTC program. The trailer will be kept and stored on the grounds of Sebastian River High School and will be property tagged and registered to become property of the School District of Indian River County.

Sincerely,



Todd Racine

"You Can't Hide That Shark Pride"

Todd Racine
Principal
Madison Cama
Guidance Counselor

Dariyall Brown
Assistant Principal
Kim O'Keefe
Guidance Counselor

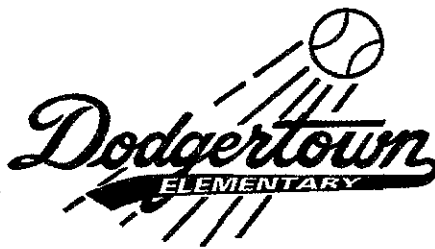
Michele Holmes
Assistant Principal
Wendy Palmer
Guidance Counselor

Kelly Ward
Assistant Principal
Lynn Phillips
Guidance Counselor

William Wilson III
Assistant Principal
Enrique Valencia
Guidance Counselor



Aretha Vernetto,
Principal



Kristen Racine,
Assistant Principal

4350 43rd Avenue ♦ Vero Beach, Florida 32967
Telephone: (772) 564-4100 ♦ Fax: (772) 564-4093

March 22, 2018

To: Indian River School Board Members

From: Aretha Vernetto, Principal – Dodgertown Elementary

Regarding: *Request for Approval of Donation*

Dodgertown Elementary School would like to request the approval of a donation of \$5000.00, which was received from The Los Angeles Dodgers LLC. The *funds* are to be used to purchasing books for The Bright Red Bookcase here at Dodgertown Elementary to benefit our students.

The funds were deposited into Dodgertown Elementary internal funds account entitled The Bright Red Bookcase account# 5220.02

A handwritten signature in cursive script that reads "Aretha Vernetto".

Signature of Principal

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

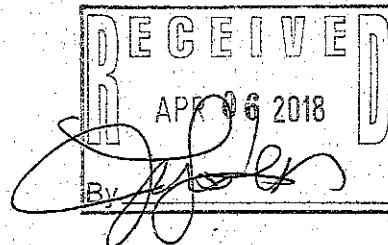
Date: April 4, 2018
To: School Board Members
From: Chris Kohlstedt

Regarding: *Request for Approval of Donation*

A donation of \$1000, was received from The E. LaFayette and Etienne A. Quirin Foundation, Inc. The funds are to be used for the Pelican Island Community Partnership School Golf Tournament.

These funds were deposited into District Administration internal funds account entitled PIE CPS (Pelican Island Elementary A Community Partnership School) Trust fund.


Chris Kohlstedt, Principal



SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

Telephone: (772) 564-4170 • Fax: (772) 564-4182

Dr. Jones,

The SRHS Rowing team will travel to Sarasota on the weekends of April 14th and April 28th to compete in the Florida State Rowing Association Championships. It is here where rowers will have a shot at not only a State title, but also a chance at qualifying for Nationals. As of now we have the possibility of sending at most a total of 48 team members to Nationals. We will not know for sure who and what boats will qualify until the race is over, but we would like to ask for permission to travel to Scholastic Nationals in Camden, New Jersey from May 23rd – 27th. We have already received our insurance certificate from USRowing with SDIRC listed as additional insured.

Once we have determined what boats have qualified for Nationals (Hosted by the Scholastic Rowing Association of the Americas) we quickly secure travel, and accommodations. We have not secured airline tickets yet since we have not qualified yet. We will, as in the past, fly out of Orlando (MCO) and into Philadelphia (PHL) on the afternoon of Wednesday, May 23rd. Students will either travel with parents to the airport in Orlando, or travel in rental vans driven by coaches or chaperones.

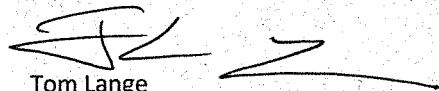
Once in Philadelphia students will be transported by vans to hotel, which is The Holiday Inn Express – on Riverside, to the race course on the Cooper River (Camden, NJ), to landmarks within Philadelphia, and to pre-determined locations for meals in the area.

The exact itinerary will be in the hands of administration once flights and race schedules are determined. Until then, it is planned that rowers will visit Boathouse Row on Thursday morning to meet with elite athletes and college coaches for information about their respective school and rowing in college. After Boathouse Row, rowers will head to the course when it opens (noon) on Thursday, May 24th. Rowers will rig their boats, practice, complete registration, and then plan for the next day's race. After the visit to the race course, rowers will return to the hotel for dinner and team meeting. Lights out will be 9:30pm (which will be the same for Friday and Saturday nights as well). Chaperones that are responsible for driving athletes will also be responsible for monitoring athletes at hotel.

On Friday, May 25th and Saturday May 26th, the athletes will have a very similar schedule which will be determined by the race organizers a few weeks before we leave for the regatta. Rowers each day will wake up at 6:30am, eat breakfast, and the travel to the course for racing. When racing is over for the day, rowers will return to the hotel to either eat at hotel, or travel as a team to eat dinner.

All athletes will return to the airport on Sunday, May 27th to return home. When athletes return to Orlando, they will either be transported by their parents, or in vans that have been rented and returned to the school where parents will pick them up. The exact times of flights and return to school will be determined once flights are secured.

Thank you for your consideration,



Tom Lange
Head Rowing Coach – Sebastian River High School

"You Can't Hide That Shark Pride"

Todd Racine
Principal

Dariyall Brown
Assistant Principal

Michele Holmes
Assistant Principal

Kelly Ward
Assistant Principal

William Wilson III
Assistant Principal

Madison Cama
Guidance Counselor

Kim O'Keefe
Guidance Counselor

Wendy Palmer
Guidance Counselor

Lynn Phillips
Guidance Counselor

Enrique Valencia
Guidance Counselor



SRHS Rowing – 2018 Scholastic Nationals Itinerary

Wednesday, May 23th

Afternoon (After 3pm more than likely) – Students will meet at Orlando International Airport (MCO)

- Students must make sure that they have their ID/Passport
- Students must have all baggage in the appropriate size
- Students must have their Unisuit and workout clothes
- Students must have refillable water bottle (this must be emptied before we go through security)
- Students will either ride with parent (must be approved by coaches) or go in van rented by team for transport to airport.
- We are trying to fit everything in a carry on to get not be charged for bag fee. If you have a bag that is larger than a carry on you will be responsible for paying added charge.

Students will depart from MCO for PHL

Students arrive in PHL (Make sure to take everything with you off plane)

- Students will go with chaperone they have been assigned to (driver) to rental company. You will need to board the shuttle together
- This is the van you will be traveling in all weekend.

11:00pm – Arrive at Hotel and to rooms – Rowers stay in rooms once they get in. Lights Out

- Chaperones will be doing rounds in halls and making sure doors are secure.

Thursday, May 25th

7:30am – Students wake up for breakfast – In hotel lobby

8:45am – Leave hotel for boathouse row – Penn AC Visit – Schuylkill River Run/Walk and Rocky Steps

11:30am – Lunch (We will be traveling as a team to Reading Market. Once in Reading Market you must stay with your boat and Chaperone. You are allowed to choose from the many healthy options.

12:15pm – Meet at West Entrance to Reading Market and travel together to rental vehicles.

12:30pm – Leave for course (lightweights must have unisuits)

1:15pm – Boats will be rigged and rowers will practice after

3:30pm – Lightweights will weigh if we are all within weight at lunch weigh-in (Scales will open at 3pm)

4:00pm – All rowers will head back to hotel.

6:00pm – Dinner in hotel lobby (dining room)

8:00pm – Boat Meetings

9:00pm - Lights Out

- Chaperones will again be doing rounds in halls and making sure doors are secure

Friday, May 26th (Based on Last Year's Schedule)

6:30am – Coaches, coxswains, and lightweights (if they did not weigh-in on Thursday) leave for course

7:00am – Coaches/Coxswains Meeting – Lightweights get ready for weigh in (must have Unisuit)

7:30am – All rowers eat breakfast at hotel

8:00am – Morning Racers will leave with their assigned chaperones to go to course

11:00am – All remaining rowers leave for the course.

12:00pm – Lunch at course. If morning racers have another race later in the day they are allowed to return to hotel with chaperone to get out of the sun and rest.

1:30pm – If any rowers are back at hotel they must return with chaperones to the race course.

5:00pm – All rowers leave course

6:15pm – Dinner in hotel lobby (dining room)

8:00pm – Boat Meetings

9:00pm – Lights out

Saturday, May 27th

6:30am – Wake up and eat breakfast

6:45am – Early Morning racers leave hotel at this time with Chaperones

8:00am – All other rowers leave for course

4:00pm – Leave from course to hotel (all boats must be de-rigged and placed back on trailer)

6:00pm – Dinner (Team Dinner will be planned at a local restaurant) Rowers must eat with team and chaperons must eat with team as well.

9:30pm – Students in rooms pack up and be ready to check out in the morning

Sunday, May 26th

8:00am – Wake up and eat breakfast

11:00am – Check out and leave for airport

Early afternoon – Fly from PHL to MCO

Later Afternoon – Arrive in MCO and return to home either with parents as previously cleared with coaches, or in vehicle rented by team. Vehicles will return to school and rowers will meet their parents there.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2018

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).

PRODUCER Roehrs & Company 736 Springdale Dr Exton PA 19341-0100		CONTACT NAME: Wendy Pierce PHONE (A/C, No, Ext): (610) 363-7999 FAX (A/C, No): (610) 363-5231 E-MAIL ADDRESS: wendypierce@roehrs.com	
INSURED United States Rowing Association and its member organizations 2 Wall Street Princeton NJ 08540		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES **CERTIFICATE NUMBER:** 17-18 Master for Members **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			PHPK1745093	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Watercraft Liability						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Sexual Abuse \$ 1,000,000
A	AUTOMOBILE LIABILITY			PHPK1745093	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB609095	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder is named as Additional Insured under the liability policy. Coverage is provided under this policy only for the sponsored/supervised activities of the named insured for which a premium has been paid. This certificate is issued on behalf of USRowing member Sebastian River High School Crew.

CERTIFICATE HOLDER School District of Indian River County 6500 57th Street Vero Beach, FL 32967	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Giles B. Roehrs/BNB
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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										
00058058	FILE CABINET	LATERAL FIREPRO	1,370.00	1,370.00	.00	1340 500			05/16/1986	64356	9999	00	RCY5	
00069952	DESK	U-SHAPED DESK W	1,270.98	1,270.98	.00	1340 530	DESK		03/15/1996	69938	9999	00	RCY5	00
00071469	WORK STATION	WORKSTATION	2,111.32	2,111.32	.00	1340 530			12/03/1998	88663	9999	00	RCY5	00
00071472	WORK STATION	WORKSTATION	1,654.45	1,654.45	.00	1340 530			12/03/1998	88663	9999	00	RCY5	
00071474	WORK STATION	WORKSTATION	1,924.31	1,924.31	.00	1340 530			12/03/1998	88663	9999	00	RCY5	00
00071475	WORK STATION	WORKSTATION	1,822.16	1,822.16	.00	1340 530			12/03/1998	88663	9999	00	RCY5	
00075246	CUSTOM W/CABINE	COMPLETE OFFICE	2,500.00	2,500.00	.00	1340 530	LIGHT GREY		06/30/2000	00053537	9999	00	RCY5	
00075247	CUSTOM W/CABINE	COMPLETE OFFICE	2,800.00	2,800.00	.00	1340 530	GREY		06/30/2000	00053538	9999	00	RCY5	
00078504	DATAMATION PC	SECURITY CART	1,775.00	1,775.00	.00	1383 530			08/19/2002	00301380	9999	00	RCY5	
00080670	LATTITUDE D600 1	PENTIUM	.00 *	.00	.00	1370 530	8D76V31		01/12/2004	00405335	9999	00	RCY5	
00080670	LATTITUDE D600 1	PENTIUM	1,628.00	1,628.00	.00	1383 530	8D76V31		01/12/2004	00405335	9999	00	RCY5	
00080983	SMARTBOARD 580	PORTABLE	1,549.00	1,549.00	.00	1383 500	DB580-107060		03/31/2004	00407428	9999	00	RCY5	
00081568	LATTITUDE D800,	WXGA ENGLISH 51	2,053.22	2,053.22	.00	1383 530	DGG1G51		08/31/2004	00502174	9999	00	RCY5	00
00082177	DELL LATTITUDE D		1,692.42	1,692.42	.00	1383 530	45JLR71		06/30/2005	00511606	9999	00	RCY5	TE
00083528	ADMIN.LAPTOP D6	DELL LATTITUDE	1,709.00	1,709.00	.00	1383 530	6TMHYB1		11/06/2006	00703851	9999	00	RCY5	TE
00084077	26"FLAT PANEL T	AXWL02-S WALL M	1,124.99	1,124.99	.00	1340 530	WALL MOUNTED		01/08/2007	00705154	9999	00	RCY5	
00084463	COBALT FLUX SCH	PRACTICE PADS/D	1,959.46	1,959.46	.00	1340 542	SO11412894F		10/11/2007	00802600	9999	00	RCY5	
00084738	12" ADMIN LAPTO	1GB 80GB DVD-CD	1,385.00	1,385.00	.00	1383 530	CNF81009K3		04/14/2008	00807874	9999	00	RCY5	
00085347	DUAL RADIO 802.	ACCESS POINT	1,074.60	1,074.60	.00	1383 530	3308AP302000CE6		01/28/2009	00902591	9999	00	RCY5	
00086408	FRONT SETTING -	STANDARD STAGE	3,325.00	3,325.00	.00	1340 530	STAGE CURTAINS		03/22/2010	01002915	9999	00	RCY5	
00086409	BACKSTAGE CURTA	C STANDARD STAG	2,600.00	2,600.00	.00	1340 530	STAGE CURTAINS		03/22/2010	01002915	9999	00	RCY5	
00086637	HP-30 NOTEBOOK	CHARGING CART F	1,439.00	1,216.30	222.70	1383 543	SCV1190046		08/12/2011	01105554	9999	00	RCY5	
00086656	HP-30 NOTEBOOK	CHARGING CART F	1,439.00	1,216.30	222.70	1383 542	SCV131000C		08/31/2011	01105652	9999	00	RCY5	
00086657	HP-30 NOTEBOOK	CHARGING CART F	1,439.00	1,216.30	222.70	1383 542	SCV119004N		08/31/2011	01105652	9999	00	RCY5	
00086658	HP-30 NOTEBOOK	CHARGING CART F	1,439.00	1,216.30	222.70	1383 542	SCV1210005		08/31/2011	01105652	9999	00	RCY5	
TOTAL			25 RECORDS	43,084.91	42,194.11	890.80								

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

RCY-5

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

Requesting Facility: Osceola Magnet School

Transfer To Facility: Warehouse / SURPLUS

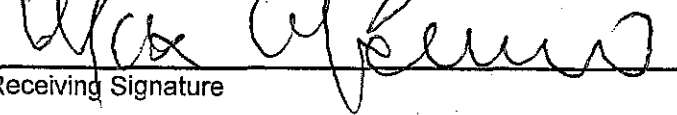
Requesting Person: Mark Duffany

Contact Person: Mark Duffany

Property Record #	Item Description (make/model)	Serial #	Condition	Property Records Office use only
0000086637	HP laptop cart (22 laptops)	SLV119 0046	obsolete	


Releasing Signature - Site P.R. Custodian

03-20-18
Date


Receiving Signature

03-20-18
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

REC-5

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

Requesting Facility: IRA

Transfer To Facility: Surplus

Requesting Person: DIANE FANNIN

Contact Person: MIKE REMINGAL

Property Records
Office use only

Property Record #	Item Description (make/model)	Serial #	Condition	
84463	Cobalt Plus Dance Dance	S011412894F	obsolete	

Janifer C. Klock
Releasing Signature / Site P.R. Custodian

3/8/18
Date

Mike Remingal
Receiving Signature

3/8/18
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

RCY-5

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

Requesting Facility: TCE - Room 730


Transfer To Facility: Warehouse

Requesting Person: Michael Monti

Contact Person: Michael Monti x3123

Property Records
Office use only

Property Record #	Item Description (make/model)	Serial #	Condition	Property Records Office use only
0000086658 ✓	Laptop Cart 1	SCV1210005	Obsolete	
0000086656 ✓	Laptop Cart 2	SCV131000C	obsolete	
0000086657 ✓	Laptop Cart 3	SCV119004N	obsolete	
0000078504 ✓	Beige Laptop Cart	N/A	obsolete	
85347 ✓	DUAL RADIO ACCESS POINT	3308AP3020000005006	obsolete	


Releasing Signature - Site P.R. Custodian

3/22/2018
Date


Receiving Signature

3/26/18
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

Reays

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

Requesting Facility: Facilities Department

Transfer To Facility: Surplus

Requesting Person: Michelle Simons

Contact Person: Michelle Simons (564-5019)

Property Record #	Item Description (make/model)	Serial #	Condition	Property Records Office use only
00084738	Admin Laptop	CNFS1009K3	obsolete	
00081568	latitude D800 laptop	DGG1651	obsolete	
00082177	Dell latitude laptop	45JLR71	obsolete	
00083528	Admin Laptop Dell Latitude	6TMHYB1	obsolete	
00084077	26" Flat Panel TV (Ayuwh02-s) wall mount + pod			

[Signature]
Releasing Signature - Site P.R. Custodian

3/5/18
Date

[Signature]
Receiving Signature

3/9/18
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

RCY-5

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

Requesting Facility: Warehouse

Transfer To Facility: Surplus

Requesting Person: Rhonda Basarcom

Contact Person: Mike Reminger

Property Records
Office use only

Property Record #	Item Description (make/model)	Serial #	Condition	Property Records Office use only
58058	Steel Cabinet	N/A	Unserviceable	
69952	Desk - U-shape	N/A	obsolete	
714109	Work station	N/A	obsolete	
71472	Work station	N/A	obsolete	
71474	Work station	N/A	obsolete	
71475	Work station	N/A	obsolete	
75246	Custom w/cabinets	light gray	obsolete	
75247	Custom w/cabinets	gray	obsolete	
86408	Short setting stage curtain	stage curtains	poor	
86409	Backstage curtains	stage curtains	poor	
8670	Latitude Dood Penium	8D96V31	unserviceable	
80983	Smartboard 580 stand for table	D3580-107060	poor	

Rhonda Basarcom
Releasing Signature - Site P.R. Custodian

3/19/18
Date

Mike Reminger
Receiving Signature

3/19/18
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

Summary Points for Recommended Board Policy Changes

Policy #	Policy Title	Summary Points	Owner
172	Visitation of Schools by Individual School Board Members	Revised. Bylaw 0172 was revised to incorporate amendments to Florida law regarding the duties of school board.	Dr. Rendell
9150	School Visitors	Revised. Policy 9150 was also revised to address school board members visiting schools.	Dr. Rendell
TBD (requested 9150.02)	Political Activities	NEW. District Requested.	Dr. Rendell
1220	Evaluation of Administrative Personnel	Revised. Revisions to these policies are the result of legislative changes to evaluation procedures and criteria during last spring's legislative session. Provisions in the policies were also re-organized for clarity purposes.	Mr. Green
2120	School Improvement	Revised. The most recent legislative session resulted in changes to the required components of school improvement plans and early warning systems. We have incorporated the legislative changes into this policy. The policy also includes a drafting note that the school board should consider when adopting the revisions.	Mr. Green
2252	Digital Classrooms	Repealed. Policy 2252 is recommended for deletion, because the Florida Legislature removed the requirement for school districts to adopt a digital classroom plan (House Bill 7069). Policy 7540 was also revised to remove references to digital classroom plans.	Mr. Green
3128	Contracts: Instructional Personnel	Revised. Florida law now expressly provides that a school board may not award an annual contract on the basis of any contingency or condition not expressly authorized in law by the Florida Legislature or alter or limit its authority to award or not award an annual contract as provided F.S. 1012.335. These prohibitions only apply to collective bargaining agreements entered into or renewed on or after June 15, 2017. The policy has been revised to incorporate these new statutory provisions.	Mr. Green

Summary Points for Recommended Board Policy Changes

Policy #	Policy Title	Summary Points	Owner
3220	Evaluation of Instructional Personnel	Revised. Revisions to these policies are the result of legislative changes to evaluation procedures and criteria during last spring's legislative session. Provisions in the policies were also re-organized for clarity purposes.	Mr. Green
7540	Technology	Revised. Deleted specific job title.	Mr. Green
9800	Charter Schools	Revised. The Florida Legislature substantially revised Florida's primary charter school statute (F.S. 1002.33). All changes have been incorporated into Policy 9800.	Mr. Green
8510	Wellness	<p>Revised. Revisions to this policy are in response to the final rule of the Healthy, Hunger-Free Kids Act by the USDA. Additional requirements call for the assessment of the District's Wellness Policy at least once every three (3) years, regulation of all foods and beverages available on the school campus during the school day, regulation of marketing and advertising of foods and beverages, and expanding public involvement in the District's wellness initiatives. With so many changes occurring in Washington, D.C. and with each of the government agencies, we continue to review the regulations and guidance being issued with Neola's legal counsel in each of the states where we work. On the third review of this policy revision some additional information was discovered with regard to the application of nutritional standards. A review of the government's summary of the commentary to the final rules, foods that are not sold, but merely "offered", are not required to meet all the USDA nutrition standards, but, rather, just must to establish some standards in or by policy.</p> <p>Although the USDA model policy calls for all foods/beverages offered or sold to meet the USDA Dietary Guidelines for Americans, 7 C.F.R. 210.31(c)(2) says the policy must have "standards" for food and beverages provided, but not sold, during the school day. It does not require that such food and beverages meet the same standards/USDA guidelines as required for foods sold. Therefore, a further revision has been added on page 16 E. & F., providing options for the district to address this issue.</p>	Mr. Teske

Summary Points for Recommended Board Policy Changes

Policy #	Policy Title	Summary Points	Owner
1242	Professional Development	Revised. Revisions to these policies are the result of the most recent legislative session. School districts are now required to provide in-service activities and support targeted to the individual needs of new teachers participating in a school district's professional development certification and education competency program.	Mrs. Dampier
2111	Parent and Family Involvement in the School Program	Revised. This policy was revised to incorporate provisions from the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act of 2015 (including ESSA's implementing regulations). The revisions include an additional definition of "parent" and a revised definition of "family."	Mrs. Dampier
2261	Title I Services	Revised. The revisions to this policy are proposed as a result of changes to the Title I Program by the Every Student Succeeds Act (ESSA). ESSA requires recipients of Title I funding to document compliance with the "supplement not supplant" provisions set forth in Federal law, and specifies who must be involved in the development and evaluation of the Title I Program.	Mrs. Dampier
2280	Physical Education	Revised. As a result of changes to Florida law, school districts are now required to provide students in grades K-5 at least one hundred (100) minutes of recess per week. This policy has been revised to incorporate this new requirement.	Mrs. Dampier
2370.01	Virtual Instruction	Revised. The revisions to this policy implement legislative changes to virtual instruction eligibility requirements and options for students in grades K-12.	Mrs. Dampier

Summary Points for Recommended Board Policy Changes

Policy #	Policy Title	Summary Points	Owner
2431	Interscholastic Athletics	Revised. The most recent legislative session resulted in changes to student participation in interscholastic and intrascholastic athletics. Specifically, Florida law makes clear that students enrolled in a private school or educated at home are permitted to participate in interscholastic or intrascholastic sports. This policy was revised to incorporate this legislative change and to specify that such students must still fulfill the same academic and nonacademic requirements as any other participant.	Mrs. Dampier

Summary Points for Recommended Board Policy Changes

Policy #	Policy Title	Summary Points	Owner
2520	Selection of Instructional Materials and Equipment Program	<p>Revised. These policies were revised to implement revisions to Florida law allowing certain individuals the opportunity to contest the adoption of instructional materials and challenge other materials in schools. With respect to instructional materials, school districts are now required to permit residents of the county, as well as parents, to file a petition challenging the adoption of specific instructional materials. Petitioners must be given an adequate and fair opportunity to be heard and present evidence to a neutral hearing officer. Included within Policy 2520 is a drafting note that prefaces a proposed hearing procedure that was drafted to reflect the spirit and requirement of F.S. 1006.28. If the proposed hearing procedure proposed is not adopted, clients are strongly encouraged to work with school board legal counsel to develop a District-specific procedure. Also included is language requiring that all materials be free of pornography and material prohibited under F.S. 847.12 and be suited to student needs and their ability to comprehend the material presented, and be appropriate for the grade level and age group for which the materials are used or made available. Finally, as a result of legislation passed during the last legislative session, we included provisions allowing individuals an opportunity to access materials or books maintained in a school district library and a requiring the school district to maintain on its website a list of current instructional materials, by grade level, that were purchased. Policy 2521 was revised to incorporate many of the provisions that were added to Policy 2520 to make the policy more congruent with Policy 2520. Policy 9130 was revised to incorporate the requirement that school districts offer parents and residents of the county an opportunity to challenge material used in a classroom, made available in a school library, or included on a reading list (challenges to instructional materials are addressed in Policy 2520 and 2521). We also slightly revised the complaint process for matters regarding the Superintendent to clarify that complainants are not automatically entitled to a conference with the school board to address their complaint.</p>	Mrs. Dampier
3242	Professional Development	<p>Revised. Revisions to these policies are the result of the most recent legislative session. School districts are now required to provide in-service activities and support targeted to the individual needs of new teachers participating in a school district's professional development certification and education competency program.</p>	Mrs. Dampier

Summary Points for Recommended Board Policy Changes

Policy #	Policy Title	Summary Points	Owner
5200	Attendance	Revised. Florida law now mandates that school districts permit students to be excused from school to attend appointments for a therapy service provided by a licensed health care practitioner or behavior analyst certified pursuant to Florida law for the treatment of autism spectrum disorder including, but not limited to, applied behavioral analysis, speech therapy, and occupational therapy. The revisions to these policies implement this legally permitted excused absence. Additionally, as a result of legislative changes, Policy 5780 has further been revised to include a provision allowing students to possess and use a topical sunscreen product while on school property or at a schoolsponsored event or activity so long as certain conditions are met.	Mrs. Dampier
5410	Student Progression	Technical Correction. The revision to this policy is clerical and simply changes a date reference from 2015-2016 to 2016-2017.	Mrs. Dampier
5460	Graduation Requirements	Revised. The revisions to this policy address legislative changes to online course requirements for high school students. We also included a minor revision to the requirements to earn a Scholar Designation (students must now pass the Geometry common core assessment as opposed to the Algebra II common core assessment).	Mrs. Dampier

Summary Points for Recommended Board Policy Changes

Policy #	Policy Title	Summary Points	Owner
5780	Student/Parent Rights	Revised. Florida law now mandates that school districts permit students to be excused from school to attend appointments for a therapy service provided by a licensed health care practitioner or behavior analyst certified pursuant to Florida law for the treatment of autism spectrum disorder including, but not limited to, applied behavioral analysis, speech therapy, and occupational therapy. The revisions to these policies implement this legally permitted excused absence. Additionally, as a result of legislative changes, Policy 5780 has further been revised to include a provision allowing students to possess and use a topical sunscreen product while on school property or at a school-sponsored event or activity so long as certain conditions are met.	Mrs. Dampier
9130	Public Complaints	Revised. Policy 9130 was revised to incorporate the requirement that school districts offer parents and residents of the county an opportunity to challenge material used in a classroom, made available in a school library, or included on a reading list (challenges to instructional materials are addressed in Policy 2520 and 2521). We also slightly revised the complaint process for matters regarding the Superintendent to clarify that complainants are not automatically entitled to a conference with the school board to address their complaint.	Mrs. Dampier
9270	Equivalent Education Outside the Schools (Home-Education)	Revised. The minor revision proposed to this policy makes it optional for school boards to require new home-education students to comply with residency verification requirements set forth in Florida law and Policy 5112 - Entrance Requirements.	Mrs. Dampier



Book Policy Manual

Section Vol. 18 No. 1 REVISED

Title NEW VISITATION OF SCHOOLS BY INDIVIDUAL SCHOOL BOARD MEMBERS

Number *po0172 BD 11 27 17

Status

NEW POLICY - VOL. 18, NO. 1

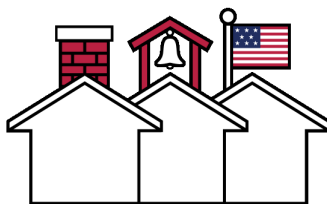
0172 - VISITATION OF SCHOOLS BY INDIVIDUAL SCHOOL BOARD MEMBERS

An individual School Board member may, on any day and at any time at his/her pleasure, visit any school in the District. The Board member must sign in and sign out at the school's main office and wear his/her Board identification badge at all times while present on school premises. The Board, the school, or any other person or entity, including, but not limited to, the principal of the school, the Superintendent, or any other Board member, may not require the visiting Board member to provide notice before visiting the school. The school may offer, but may not require, an escort to accompany a visiting Board member during the visit. Another Board member or an employee, including, but not limited to, the Superintendent, the school principal, or his/her designee, may not limit the duration or scope of the visit or direct a visiting Board member to leave the premises. No policy or practice may prohibit or limit the authority granted to a Board member under this policy.

Following a visit to a school, a Board member may have suggestions and feedback regarding the visit. Recognizing that the Superintendent directs the work of staff, pursuant to F.S. 1001.51 and 1012.27(7), the Board member's feedback should be directed to the Superintendent, who will share it with staff, as appropriate. (See Bylaw 0149.3 Board-Staff Communication)

© Neola 2017

Last Modified by Brenda Davis on November 27, 2017



Book	Policy Manual
Section	Vol. 18 No. 1 REVISED
Title	Copy of EVALUATION OF ADMINISTRATIVE PERSONNEL
Number	*po1220_BG_1_30_18
Status	
Adopted	August 13, 2013
Last Revised	April 12, 2016

1220 - **EVALUATION OF ADMINISTRATIVE PERSONNEL**

Pursuant to State law, each administrator shall be evaluated annually by the administrator's immediate supervisor utilizing the approved District evaluation system. The purpose of this performance evaluation shall be continuous quality improvement of the professional skills of each administrator.

Each evaluation shall relate, but not be limited to, the duties specified in the job description.

The evaluation shall be completed and on file in accordance with the time schedule established by the Superintendent. The written report of the evaluation must be on file and provided to the employee within ten (10) days after the evaluation conference. The evaluator must discuss the written evaluation report with the employee. The employee shall have the right to initiate a written response to the evaluation, and the response shall become a permanent attachment to his/her personnel file. The evaluator may amend an evaluation based upon assessment data from the current year if the data becomes available within ninety (90) days after the close of the school year.

An administrator shall be given a copy of any documents relating to his/her performance that are to be placed in the personnel file.

School Administrators Evaluation System

The evaluation system for school administrators will:

1. be designed to support effective instruction and student learning growth and performance evaluation results must be used when developing District and school level improvement plans;
2. provide appropriate instruments, procedures, timely feedback, and criteria for continuous quality improvement of the professional skills of school administrators, and performance evaluation results must be used when identifying professional development;
3. include a mechanism to examine performance data from multiple sources, including opportunities for parents to provide input into employee performance evaluations when appropriate;
4. identify those teaching fields for which special evaluation procedures and criteria are necessary;
5. differentiate among four (4) levels of performance as follows:
 1. highly effective;
 2. effective;

3. needs improvement;
4. unsatisfactory.;
6. provide for training and monitoring programs based upon guidelines provided by the Department of Education to ensure that all individuals with evaluation responsibilities understand the proper use of the evaluation criteria and procedures.

Evaluation Procedures and Criteria

Evaluation procedures and criteria must comply with, but are not limited to, the following:

As set forth in State law, at least one-third (1/3) of a school administrator's performance evaluation must be based upon learning growth or achievement of the students attending that school over the course of three (3) years. If less than three (3) years data are available, the years for which data are available must be used.

The District shall measure student learning growth using the formulas approved by the Commissioner and the standards for performance levels developed by the State Board for courses associated with the Statewide, standardized assessments administered under F.S. 1008.22 no later than the school year immediately following the year the formula is approved by the Commissioner. (see F.A.C. 6A-5.030 and 6A-5.0411).

For grades and subjects not assessed by Statewide, standardized assessments, the District shall measure student performance using the methodology set forth in the District's evaluation plan that is submitted to and approved by the FLDOE.

1. Instructional Leadership

At least one-third (1/3) of the performance evaluation must be based upon instructional leadership. Evaluation criteria for instructional leadership must include indicators based upon each of the leadership standards adopted by the State Board of Education under F.S. 1012.986 including performance measures related to the effectiveness of classroom teachers in the school, the administrator's appropriate use of evaluation criteria and procedures, recruitment and retention of effective and highly effective classroom teachers, improvement in the percentage of instructional personnel evaluated at the highly effective or effective level, and other leadership practices that result in student learning growth. The system may include a means to give parents and instructional personnel an opportunity to provide input into the administrator's performance evaluation.

2. Other Indicators of Performance

The remainder of a performance evaluation may include, but is not limited to, professional and job responsibilities as recommended by the State Board of Education or identified by the School Board.

The individual responsible for supervising the employee must evaluate the employee's performance. The evaluation system may provide for the evaluator to consider input from other personnel trained under F.S. 1012.34(2). The evaluator must submit a written report of the evaluation to the Superintendent for the purpose of reviewing the employee's contract. The evaluator must submit the written report to the employee no later than ten (10) days after the evaluation takes place. The evaluator must discuss the written evaluation report with the employee. The employee shall have the right to initiate a written response to the evaluation, and the response shall become a permanent attachment to his/her personnel file.

Annual Report of Evaluation Results

The Superintendent shall annually report the evaluation results of school administrators using the four (4) levels of performance set forth in State law to the FLDOE. The Superintendent shall also notify the FLDOE of any school administrators who receive two (2) consecutive unsatisfactory evaluations, as well as any school administrators who are given written notice by the District of intent to terminate or not renew their employment.

The school administrator assessment system shall be evaluated annually to determine compliance with State law and this policy. All substantial revisions to an approved system shall be approved by the Board, upon the recommendation of the Superintendent, before being submitted to the Florida Department of Education for approval.

~~As set forth in State law, at least one third (1/3) of the performance evaluation of a school administrator's performance evaluation must be based upon learning growth or achievement of the students attending that school; the remaining portion shall be based upon factors identified in the District determined, State approved evaluation system plan.~~

~~Student achievement measures for courses associated with Statewide assessments may be used only if a Statewide growth formula has not been approved for that assessment or, for courses associated with School District assessments, if achievement is demonstrated to be a more appropriate measure of teacher performance.~~

~~For purposes of performance salary schedules adopted in accordance with State law, the student assessment data in the performance evaluation must be from Statewide assessments or District determined assessments in the subject areas taught. The evaluation criteria for each school administrator's annual evaluation must include, but are not limited to, the following:~~

- ~~A. student performance, as described above;~~
- ~~B. instructional leadership, including:

 - ~~1. performance measures related to the effectiveness of classroom teachers in the school;~~
 - ~~2. the administrator's appropriate and effective use of evaluation criteria and procedures;~~
 - ~~3. recruitment and retention of effective and highly effective classroom teachers;~~
 - ~~4. improvement in the percentage of instructional personnel evaluated at the highly effective and effective level; and~~
 - ~~5. other leadership practices that result in student learning growth;~~~~
- ~~C. professional and job responsibilities adopted by the State Board, as well as additional professional and job responsibilities established by the Board.~~

~~The performance evaluation system must include a mechanism to give parents and teachers an opportunity to provide input into the school administrator's performance assessment, when appropriate. Administrators shall be informed of the criteria and procedures associated with the performance evaluation process before evaluation begins.~~

~~The Superintendent shall annually report the evaluation results of school administrators using the four (4) levels of performance set forth in State law to the FLDOE. The Superintendent shall also notify the FLDOE of any school administrators who receive two (2) consecutive unsatisfactory evaluations, as well as any school administrators who are given written notice by the District of intent to terminate or not renew their employment.~~

~~The school administrator assessment system shall be evaluated annually to determine compliance with State law and this policy. All substantial revisions to an approved system shall be approved by the Board, upon the recommendation of the Superintendent, before being submitted to the Florida Department of Education for approval.~~

Annual Review of District School Administrator Evaluation System

The Superintendent shall develop procedures for annual review of the school administrator evaluation system to analyze whether it complies with Florida law and this policy. ~~All substantial revisions to the evaluation system must be reviewed and approved by the Board before being used to evaluate school administrators. Substantial revisions are those that would cause an amendment to which performance levels would be assigned to administrative personnel.~~

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Revised 3/24/15

Revised 4/12/16

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Legal F.S. 1012.01, 1012.22, 1012.28, 1012.31, 1012.34
F.A.C. 6A-5.030, 6A-5.0411

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Book	Policy Manual
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Title	Copy of PROFESSIONAL DEVELOPMENT
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1242 - **PROFESSIONAL DEVELOPMENT**

Pursuant to State law, the School District will work collaboratively with the Florida Department of Education (FLDOE), public postsecondary institutions, State education foundations, consortia, and professional organizations in Florida to maintain a coordinated system of professional development. The purpose of the system is to increase student achievement, enhance classroom instructional strategies that promote rigor and relevance throughout the curriculum, and prepare students for continuing education in the workforce.

The District's comprehensive professional development plan will incorporate school improvement plans, will align with the Florida Professional Development System Evaluation Protocol Standards, which support the framework for standards adopted by the National Staff Development Council, and will align with the principal leadership training. Furthermore, the results of the performance evaluations of administrators conducted pursuant to State law and Board Policy 1220 will be used when identifying areas for which professional development is needed.

As required by State law, the District's comprehensive professional development plan will be updated by September 1st, annually. Any substantial revisions to the District's plan will be submitted to the FLDOE for their review for continued approval. The Superintendent will annually recommend for the School Board's consideration and adoption of the updated comprehensive professional development plan, so that verification of the adoption can be submitted to the Commissioner of Education not later than October 1st of each year.

The Board will provide funding for professional development as required by State law and the General Appropriations Act and will authorize expenditures from other sources to continuously strengthen the District's system of professional development. The plan will also provide for training for each teacher who will use materials that were purchased with funds allocated by the State for instructional materials, provide for in-service credit for the training, and document satisfactory completion of the training by each teacher.

The in-service activities for administrators shall focus on analysis of student achievement data, the use of the Board-adopted evaluation program for instructional staff, ongoing formal and informal assessments of student achievement, identification and use of enhanced and differentiated instructional strategies that emphasize rigor, relevance, and reading in the content areas, enhancement of subject content expertise, integrated use of classroom technology that enhances teaching and learning, classroom management, parent involvement, and school safety. ~~Additionally, the District shall make available, on a space available basis, in-service activities to instructional personnel of nonpublic schools in the District and the State certified teachers who are not employed by the Board on a fee basis not to exceed the cost of the activity per all participants.~~

The District shall also provide in-service activities and support targeted to the individual needs of new teachers participating in the professional development certification and education competency program.

[X] Additionally, the District shall make available, on a space available basis, in-service activities to instructional personnel who are designated as administrators of nonpublic schools in the District and the State certified teachers who are not employed by the Board on a fee basis not to exceed the cost of the activity per all participants.

The Superintendent shall establish and maintain an individual professional development plan for each administrator assigned to a school as a seamless component to the school improvement plans developed pursuant to State law. The individual professional development plan established by the Superintendent shall:

- A. define the in-service objectives and specific measurable improvements expected in student performance as a result of the in-service activity;
- B. include an evaluation component that determines the effectiveness of the professional development plan;
- C. include in-service activities for school administrative personnel that address updated skills necessary for instructional leadership and effective school management;
- D. provide for systematic consultation with regional and State personnel designated to provide technical assistance and evaluation of local professional development programs;
- E. provide for delivery of professional development by distance learning and other technology-based delivery systems to reach more educators at lower costs;
- F. provide for the continuous evaluation of the quality and effectiveness of professional development programs in order to eliminate ineffective programs and strategies and to expand effective ones. Evaluations must consider the impact of such activities on the performance of participating educators and their students' achievement and behavior.

By July 1st of each year and prior to the release of funds for instructional materials, pursuant to statutory requirements, the Superintendent will certify to the Commissioner of Education that the Board has approved a comprehensive professional development plan that requires fidelity of implementation of instructional materials that are in the first two (2) years of the adoption cycle. The report will also include verification that the training was provided.

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2111 - PARENT AND FAMILY INVOLVEMENT IN THE SCHOOL PROGRAM

The School Board recognizes and values parents and families as children's first teachers and decision-makers in education. The Board believes that student learning is more likely to occur when there is an effective partnership between the school and the student's parents and family. Such a partnership between the home and school and greater involvement of parents in the education of their children generally result in higher academic achievement, improved student behavior, and reduced absenteeism.

The Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act of 2015 (ESSA), defines the term "parent" to include a legal guardian or other person standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare). This definition is consistent with F.S. 1000.21, which defines the term "parent" as "either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of the parent".

For purposes of this policy, the term "family" "families" is used in order to include a child's children's primary caregivers, who are not their biological parents, such as foster caregivers, grandparents, and other family members and responsible adults who play a significant role in providing for the well-being of the child.

In cultivating partnerships with families and communities, the Board is committed to the following:

A. Relationships with Families

1. cultivating school environments that are welcoming, supportive, and student-centered;
2. providing professional development for school staff that helps build partnerships between families and schools;
3. providing coordination, technical support and other support to assist schools in planning and implementing family involvement activities.

B. Effective Communication

1. providing information to families to support the proper health, safety, and well-being of their children;
2. providing information to families about school policies, procedures, programs, and activities;
3. promoting regular and open communication between school personnel and students' family members;
4. communicating with families in a format and language that is understandable, to the extent practicable;
5. providing information that will enable families to encourage and support their child(ren)'s academic progress, especially in the area of reading;

6. providing information that will enable families to encourage and support their child(ren)'s citizenship, especially social skills and respect for others;
7. providing information that will enable families to encourage and support their child(ren)'s realization of high expectations and setting life-long learning goals;
8. providing information and involving families in monitoring student progress;
9. providing families with timely and meaningful information regarding Florida's academic standards, State and local assessments, and pertinent legal provisions;
10. encouraging families to be involved in meaningful discussions and meetings with school staff;

C. Volunteer Opportunities

providing volunteer opportunities for families to support their children's school activities;

D. Learning at Home

1. offering training and resources to help families learn strategies and skills to support at-home learning and success in school;
2. working with families to establish learning goals and help their children accomplish these goals;
3. helping families to provide a school and home environment that encourages learning and extends learning at home.

E. Involving Families in Decision Making and Advocacy

1. involving families as partners in the process of school review and continuous improvement planning;
2. involving families in the development of its parent involvement policy and plan, and making the policy and plan to families.

F. Collaborating with the Community

1. building constructive partnerships and connecting families with community-based programs and other community resources;
2. coordinating and integrating family involvement programs and activities with District initiatives and community-based programs that encourage and support families' participation in their children's education, growth, and development.

Implementation

The Superintendent will provide for a comprehensive plan to engage parents, families, and community members in a partnership in support of each student's academic achievement, the District's continuous improvement, and individual school improvement plans. The plan will provide for annual evaluation, with the involvement of parents and families, of the plan's effectiveness and identification of barriers to participation by parents and families. Evaluation findings will be used in the annual review of the Parent and Family Involvement policy and to improve the effectiveness of the District plan.

Pursuant to State law, the Superintendent shall develop and annually disseminate a parent guide to successful student achievement, consistent with the guidelines of FLDOE, which address what parents need to know about their child's educational progress and how parents can help their child(ren) achieve in school.

¹Indicates Florida Statutory Requirements

²Indicates IDEA 2004 Section 650 & 644 parent involvement requirements

³Indicates Title I Section 1118 parent involvement requirements



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2120 - **SCHOOL IMPROVEMENT**

The School Board supports the concept of school improvement as established by the State Board of Education and will seek to create and/or maintain effective schools as defined by Florida statute. The Board shall annually approve and require implementation of a new, amended, or continuation school improvement plan for each school in the District. In an effort to improve students' academic progress, each school, in conjunction with the School Advisory Council (SAC), shall develop, implement, monitor, and evaluate annually a school improvement plan.

In addition to adopting a mission statement and educational philosophy for the District, the Board shall create, as needed, policies which support the school improvement process.

The Superintendent shall establish administrative procedures which will provide for:

- A. School improvement plans which are developed and implemented by school-based teams, working collaboratively, so that both building level and District level goals for students can be identified and correlated, and then achieved through effective planning, problem solving, and assessment.

~~Each year the school improvement plans for schools that include any of grades K-12 shall include information and data on the school's early warning system as required by this policy and Florida law.~~

~~For grades 6-8, the school's early warning system shall include the following:~~

- ~~1. a list of the early warning indicators as required by State law and set forth in this policy;~~
- ~~2. the number of students identified by the system as exhibiting two (2) or more early warning indicators;~~
- ~~3. the number of students by grade level that exhibit each early warning indicator; and~~
- ~~4. a description of all intervention strategies employed by the school to improve the academic performance of students identified by the early warning system.~~

~~In addition, the school improvement plan for a school that includes any of grades 6, 7, or 8 shall describe the strategies used by the school to implement the instructional practices for middle grades emphasized by the District's professional development system pursuant to State law.~~

- B. A District-wide, school-improvement plan which provides for building-level decision-making regarding program assessment, curriculum review, determination of performance standards, budgetary review, staff development, and the monitoring and assessment of student outcomes.
- C. Collaboration at both the building and District levels with parents, relevant institutions and groups, especially those in the community, who can support and facilitate school improvement in the District.
- D. A system of school reports and dissemination of information regarding the performance of students and educational programs as required by Florida statute and State Board of Education rule.

In order to enhance school improvement, the Superintendent is authorized to waive any policy that has been enacted in order to comply with the following Federal statutes/regulations and to request waivers from these laws/regulations from the Superintendent of Public Instruction:

Titles I, II, IV, VI, and Part C of Title VII of the ESEA Act of 1965

The Carl Perkins Vocational and Applied Technology Education Act

The General Education Provisions Act

Parts of Education Department General Administrative Regulations

In requesting such waivers, the Superintendent is to abide by the procedures established by the State Department of Education.

Early Warning System

Each school in the District serving students in kindergarten through grade 8 must develop an early warning system in order to identify students who need additional support to improve academic performance and stay engaged in school. The early warning system must include the following early warning indicators:

1. **Attendance below ninety percent (90%) regardless of whether absence is excused or a result of out-of-school suspension.**
2. **One (1) or more suspensions whether in school or out of school.**
3. **Course failure in English Language Arts or mathematics during any grading period.**
4. **A Level 1 score on the Statewide standardized assessments in English Language Arts or mathematics or, for students in kindergarten through grade 3, a substantial reading deficiency under F.S. 1008.25(5)(a).**
5. **Students exhibiting two or more early warning indicators.**

A school-based team responsible for implementing the requirements of this paragraph shall monitor the data from the early warning system. The team may include a school psychologist. When a student exhibits two (2) or more early warning indicators, the team, in consultation with the student's parent, shall determine appropriate intervention strategies for the student unless the student is already being served by an intervention program at the direction of a school-based, multidisciplinary team. Data and information relating to a student's early warning indicators must be used to inform any intervention strategies provided to the student.

~~Every school in the District with grades 6, 7, or 8 shall implement an early warning system to identify students who need additional support to improve academic performance and stay engaged in school. The early warning system shall include the following early warning indicators:~~

- ~~A. Attendance below ninety percent (90%) regardless of whether absence is excused or a result of out-of-school suspension.~~
- ~~B. One (1) or more suspensions whether in school or out of school.~~
- ~~C. Course failure in English Language Arts or mathematics.~~
- ~~D. A Level 1 score on the Statewide, standardized assessments in English Language Arts or mathematics.~~

~~When a student exhibits two (2) or more early warning indicators, the school's child study team or a school based team formed for the purpose of implementing the requirements of this policy and State law shall convene to determine appropriate intervention strategies for the student. The school shall provide at least ten (10) days' written notice of the meeting to the student's parent indicating the meeting's purpose, time, and location so that the parent has the opportunity to participate.~~

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F.S. 1001.42, 1001.452, 1003.02, 1008.345, 1012.98



Book	Policy Manual
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Adopted	March 24, 2015

DELETE POLICY - VOL. 18, NO. 1

2252 — DIGITAL CLASSROOMS

~~Pursuant to State law, a digital classrooms plan (the plan) shall be developed to meet the unique needs of the District's students, schools, and personnel. The Superintendent is authorized to develop the plan for the School Board's consideration and adoption.~~

~~In developing the plan, the Superintendent will, among other things, seek input from the District's instructional, curriculum, and information technology staff to develop of the digital classrooms plan.~~

~~Further, the plan that is developed shall be within the parameters that are set forth in F.S. 1001.20. In addition, the plan must include, and be annually updated to reflect, the following:~~

A. ~~measurable student performance outcomes;~~

~~The outcomes related to student performance, including outcomes for students with disabilities, that are established in the plan must be tied to the efforts and strategies to improve outcomes related to student performance by integrating technology in classroom teaching and learning that are described in the plan. Results of the outcomes shall be reported at least annually for the current school year, and for up to the subsequent three (3) years when that data is available, and be accompanied by an independent evaluation and validation of the reported results.~~

B. ~~digital learning and technology infrastructure purchases and operational activities;~~

~~Such purchases and activities must be tied to the measurable outcomes established under item "A" above, including, but not limited to, connectivity, broadband access, wireless capacity, Internet speed, and data security, all of which must meet or exceed minimum requirements and protocols established by the Florida Department of Education (FLDOE). For each year that the District uses funds for infrastructure, a third party, independent evaluation of the District's technology inventory and infrastructure needs must accompany the plan.~~

C. ~~professional development purchases and operational activities;~~

~~Such purchases and activities must be tied to the measurable outcomes established under item "A" above, including, but not limited to, using technology in the classroom and improving digital literacy and competency.~~

D. ~~digital tool purchases and operational activities;~~

~~Such purchases and activities must be tied to the measurable outcomes established under item "A" above, including, but not limited to, competency based credentials that measure and demonstrate digital competency and certifications; third party assessments that demonstrate acquired knowledge and use of digital applications; and devices that meet or exceed minimum requirements and protocols established by the FLDOE.~~

E. ~~online assessment related purchases and operational activities;~~

~~Such purchases and activities must be tied to the measurable outcomes established under item "A" above, including, but not limited to, competency-based credentials that measure including, but not limited to, expanding the capacity to administer assessments and compatibility with minimum assessment protocols and requirements established by the FLDOE.~~

~~[OPTION: Select if the District participates in Federal technology initiatives and grant programs]~~

~~() The plan shall include provisions for meeting requirements of Federal technology initiatives and grant programs for which the District receives funding.~~

~~The Superintendent shall recommend the adoption of the plan by the Board.~~

~~Following adoption by the Board, the digital classroom plan shall be submitted to the FLDOE for approval by the date determined by the FLDOE.~~

~~Pursuant to the plan, teachers, administrators, students, and parents shall be provided access to:~~

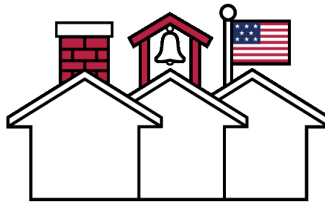
- ~~A. instructional materials in digital or electronic format, as defined in State law,~~
- ~~B. digital materials, including those digital materials that enable students to earn certificates and industry certifications pursuant to State law, and~~
- ~~C. teaching and learning tools and resources, including the ability for teachers and administrators to manage, assess, and monitor student performance data.~~

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Legal F.S. 1001.20
 F.S. 1011.62

Cross References ap2252 - STRATEGY FOR PLANNING A PROJECT (JOB, TASK, ACTIVITY)

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Title	Copy of TITLE I SERVICES
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2261 - **TITLE I SERVICES**

The School Board elects to augment the educational program of educationally disadvantaged students by the use of Federal funds and in accordance with Title I of ~~the Amendments to~~ the Elementary and Secondary ~~School Improvement~~ Education Act of 1965 as amended by the Every Student Succeeds Act.

The Superintendent shall prepare and present to the Department of Education a plan for the delivery of services which meets the requirements of the law. The plan shall be developed by appropriate staff members and parents of students who will be served by the plan.

A. **Assessment**

Assessment shall be the same as the assessment for all students in the District.

B. **Scope**

Funds will be used to upgrade the educational program of an entire school in Title I schools that qualify as schoolwide schools and/or to establish or improve programs that provide services only for eligible students in greatest need of assistance. The schoolwide program, for an entire school and/or a Targeted Assistance School shall include the components required by law as well as those agreed upon by participating staff and parents.

C. **Participation**

The Title I program shall be developed and evaluated in consultation with parents and professional staff members, including teachers, principals, other school leaders, paraprofessionals, specialized instructional support personnel, charter school leaders, administrators, and parents involved in its implementation. Appropriate training will be provided to staff members who provide Title I services. Parent participation shall be in accord with Federal requirements.

D. **Supplement not Supplant and Comparability of Service**

Title I funds will be used only to supplement, not to supplant, State and local funds. The District will document its compliance with the supplement not supplant provisions by using a written methodology that ensures State and local funds are allocated to each school on the same basis, regardless of whether a school receives Title I funding.

The Superintendent shall use State and local funds to provide educational services in schools receiving Title I assistance that, taken as a whole, are at least comparable to services being provided in schools that are not receiving Title I assistance.

The determination of the comparability of services may exclude State and local funds expended for language

instruction educational programs and the excess costs of providing services to children with disabilities as determined by the District.

The determination of comparability will not take into account unpredictable changes in student enrollments or personnel assignments that occur after the beginning of a school year in determining comparability of services.

In order to achieve comparability of services, the Superintendent shall assign teachers, administrators, and auxiliary personnel, and provide curriculum materials and instructional supplies in such a manner as to ensure equivalence throughout the District.

E. **Professional Development**

The Superintendent may develop administrative procedures whereby members of the professional staff may participate in the design and implementation of staff development activities that:

(X) involve parents in the training, when appropriate;

(X) combine and consolidate other available Federal and District funds draw on available Federal and District resources;

(X) foster cooperative training with institutions of higher learning and other educational organizations including other school districts;

(X) allocate part of the staff development to the following types of strategies:

(x) performance-based student assessment;

(x) use of technology;

(x) working effectively with parents;

(x) early childhood education;

(x) meeting children's special needs;

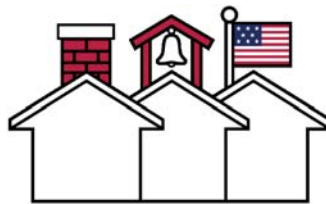
(x) fostering gender-equitable education;

(X) provide opportunities for paraprofessionals to work toward licensing as professional educators.

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Legal 20 U.S.C. 2701 et seq., Elementary and Secondary Education Act of 1965

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2280 - **PHYSICAL EDUCATION**

The School Board recognizes the value of physical education to the maintenance of the health and vitality of all students, as well as to the development of life-long habits that will enhance personal fitness and wellness and has available to students one-on-one counseling concerning the benefits of physical education.

Therefore, it shall be the policy of the Board that opportunities for physical education that are consistent with the Florida Early Learning Services Birth to Five standards for physical development shall be available to all students in Pre-Kindergarten. Students in kindergarten through grade five (5) shall be provided 150 minutes of physical education, as defined in State law, each week. Students in grade six who are enrolled in a school with students in Kindergarten through grade five shall also be provided 150 minutes of physical education as defined in State law each week.

In addition to the requirements for physical education, the Board will provide 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 twenty (20) consecutive minutes of free-play recess per day.

For students in a middle school, which has enrolled students in grades six through eight, each student is required to complete one (1) class period for one (1) semester per school year of physical education.

Students in grades nine (9) through twelve (12) shall be required to earn a minimum of one (1) credit in physical education.

The physical education curriculum in this District shall be in accord with standards established by the Department of Education, as well as those recommended by the National Association of Health, Physical Education, and Recreation.

Physical education instruction shall include activities requiring at least a moderate level of physical exertion and duration sufficient to provide a health benefit for the participants. When planning the required activities, the instructor shall consider the different capabilities of the students and adapt the plans accordingly.

Furthermore, the outcomes of the physical education program in this District shall stress physical fitness and encourage the development of a healthy, active life style. Specific grade level outcomes shall be established annually in each school's school improvement plan.

Each student's parents shall be notified by the Student Progression Plan of the options available to waive participation in physical education prior to the placement of physical education on a student's schedule. A student must meet one (1) of the following criteria to be available for waiver from the required physical education class:

- A. the student is enrolled or required to enroll in a remedial course;
- B. the student's parent indicates in writing to the school that:

1. the parent requests that the student enroll in another course from among those courses offered as options by the School District; or
2. the student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement.

Provision shall be made at all levels to excuse individual students from specific activities if direction to do so is received, in writing, from the student's physician.

Students may be excused from specific activities if those activities are contrary to their religious beliefs. A request to excuse a student from such activities must be received in writing from the student's parent or from the eligible student.

If one (1) of the above criteria is met and the parent has notified the District, the student will not have physical education placed on their schedule for that ensuing school year.

PHYSICAL EDUCATION WAIVER

Elementary and Middle School

Thirty (30) 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>.

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

High School

Additionally, each student's parents will be notified by the Student Progression Plan as follows:

- A. A student can fulfill one (1) unit of credit in physical education by participating in interscholastic sports at the junior varsity or varsity level for two (2) full seasons, ~~and passing the State developed competency test on physical fitness with a score of "C" or better.~~
- B. Completion of one (1) 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 (1/2) credit in physical education or one-half (1/2) credit in performing arts.
- C. Completion of two (2) years in a Reserve Officer Training Corps (R.O.T.C.) class, a significant component of which is drills, shall satisfy the one (1) credit requirement in physical education and the one (1) credit requirement in performing arts.
- D. Taking a marching band class, a physical activity class, or a dance class or by completing two (2) years of JROTC will not be a substitute for the personal fitness or adaptive physical education requirements required by Florida law.

The Superintendent shall annually appoint individuals to serve on the District's Physical Education Committee. The committee will include educational staff (including physical education teachers), school health professionals, members of the public, and school administrators and will oversee the implementation, evaluation, and periodic update, if necessary, of the physical education policy.

The Superintendent shall be an ex officio member of the committee.

The physical education committee will be responsible for accomplishing the following:

- A. review data about the implementation of the District's physical education policy in each of the District's schools;
- B. review the District's current physical education policy;

C. conduct a meeting at which public input may be provided with regard to revisions needed to the physical education policy; and

D. recommend revision of the policy, as necessary.

Before the end of each school year the physical education committee shall submit to the Superintendent and Board their report in which they describe the implementation of the physical education policy in each school, and identify any revisions to the policy the committee deems necessary.

The Superintendent shall report annually to the Board on the work of the physical education committee, including their evaluation of the implementation of the physical education policy District-wide, and the areas for improvement, if any, that the committee identified. The Superintendent shall also recommend any revisions deemed necessary to the policy for the Board's consideration and adoption.

If revisions to the physical education policy are recommended and adopted, the Superintendent shall submit the revised policy to the Department of Education, as required by State law.

Revised 3/24/15

Revised 11/22/16

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F.S. 1003.453, 1003.455, 1003.4282

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Book	Policy Manual
Section	Vol. 18 No. 1 REVISED
Title	VIRTUAL INSTRUCTION
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Last Revised	February 14, 2017

2370.01 - VIRTUAL INSTRUCTION

~~The District shall provide eligible students within its boundaries~~ The following options are available to students for ~~participation~~ part-time or full-time participation in virtual instruction, Kindergarten through Grade 12:

- A. through courses delivered in the traditional school setting by instructional staff providing direct instruction through either virtual instruction or by blending traditional and online instruction;
- B. through full-time virtual charter school instruction authorized under F.S. 1002.33;
- C. through enrollment in the Florida Virtual School;
- D. through enrollment with Virtual Instruction Providers approved by the Florida Department of Education (FLDOE);
- E. through enrollment in an online course offered by an authorized provider in which the District has an agreement;
- F. through virtual courses offered in the virtual course code directory; ~~through participation in the District-operated part-time or full-time virtual instruction program (VIP) organized under F.S. 1002.45(1).~~

The District shall provide access to enroll in courses available through one of the District options for virtual instruction, and shall award credit for successful completion. Access to online courses is available to students during and after the normal school day and through summer school enrollment. A District student will not be required to take an online course outside the regular school day in addition to the student's courses for a given semester or on school grounds.

The purposes of the options above is to make instruction available to District students using online and distance education technology in either a traditional classroom or a nontraditional classroom (i.e., primarily outside of public school buildings). If the student and his/her parents select part-time or full-time instruction delivered by providers approved by the FLDOE, they will have the right to select from the list of approved providers.

The District may offer a full time or part time program for grade 9-12 students enrolled in dropout prevention, academic intervention, Department of Juvenile Justice (DJJ), core courses to meet class size requirements, or community colleges.

Student Eligibility

~~Students eligible for the District VIP program must meet at least one of the following conditions:~~

- A. ~~The student has spent the prior school year in attendance at a public school in this State and was enrolled and reported by a public school district for funding during the preceding October and February for the purposes of the Florida Education Finance Program (FEFP) surveys.~~
- B. ~~The student is a dependent child of a member of the United States Armed Forces who was transferred within the last twelve (12) months to Florida from another state or foreign country pursuant to the parent's permanent change of station orders.~~
- C. ~~The student was enrolled during the prior school year in a School District virtual instruction program under F.S. 1002.45, a K-8 virtual school program under F.S. 1002.415, or a full time Florida Virtual School program under F.S. 1002.37(8)(a).~~

- D. ~~The student has a sibling who is currently enrolled in the School-District virtual instruction program and that sibling was enrolled in such a program at the end of the prior school year.~~
- E. ~~The student is eligible to enter Kindergarten or first grade.~~
- F. ~~The student is eligible to enter grades 2 through 5 and is enrolled full-time in a District virtual instruction program, virtual charter school, or the Florida Virtual School.~~

Student Participation Requirements

Students participating in a virtual instruction program must take Statewide standardized assessments pursuant to F.S. 1008.22.

Open Enrollment

The District will provide timely written notice to parents of at least one (1) open enrollment period for full-time students of ninety (90) days or more which ends at least thirty (30) days before the first day of the school year.

Notification of Virtual Instruction Program to Parents and Students

Within the first week of each school year, the District shall provide notification to parents and students about a student's right and choice to participate in a virtual instruction program and in courses offered by the Florida Virtual School under State law.

Online Course Requirements for Graduation

Online course requirements for graduation are set forth in Policy 5460 - Graduation Requirements.

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Revised 2/14/17

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	F.S. 1002.455, 1003.02, 1003.321, 1003.4282, 1003.498, 1003.499
	F.S. 1006.29, 1007.27, 1011.62
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Last Modified by Michael Arnett on January 23, 2018



Book	Policy Manual
Section	Vol. 18 No. 1 REVISED
Title	Copy of INTERSCHOLASTIC ATHLETICS
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2431 - **INTERSCHOLASTIC ATHLETICS**

The School Board recognizes the value of interscholastic athletics and the positive impact sports have on students. A program of interscholastic athletics for students is an integral part of the total school experience and benefits the community as a whole. The program should foster the growth of school loyalty within the student body as a whole and stimulate community interest in athletics. Participation in the District's interscholastic athletics programs by a student is a privilege, not a right.

The program of interscholastic athletics shall include all activities relating to competitive sport contests, games, events, or sport exhibitions involving individual students or teams of students from high schools in this District with those from a high school in another district.

Competition involving middle schools (grades 6-8) shall be in accordance with Florida High School Athletic Association's (FHSAA's) bylaws.

Since the primary purpose of the interscholastic athletics program is to enhance the education of participating students as indicated in this policy, the Board places top priority on maximum student participation and the values of good sportsmanship, team play, and fair competition, rather than on winning, particularly at sub-varsity levels.

No student shall be excused from a class or supervised study for an extended period of time to participate in interscholastic athletics.

An interscholastic contest is any competition between organized teams or individuals of different schools in a sport recognized by FHSAA, and therefore shall be subject to all regulations pertaining to such contests. The interscholastic athletics program shall be considered an essential part of the total school program and shall be under the principal's direction and general supervision. The principal shall select the personnel to direct and to act as coaches and advisors.

Interscholastic athletics should provide students the opportunity to exercise and test their athletic abilities in a context greater and more varied than that which can be offered by a school or the District alone. It should also offer an opportunity for career and educational development. The game activities and practice sessions should provide many opportunities to teach the values of competition and good sportsmanship.

Appropriate adult supervision consistent with Florida law shall be provided to all students.

Eligibility and Regulation

All middle schools and high schools shall be members of the FHSAA and governed by its rules and regulations. All District students (including transfer students) shall satisfy the eligibility requirements established by the FHSAA, Florida law, and Board Policy 2431.01 and Board Policy 5610.05.

Students enrolled in a private school or educated at home are permitted to participate in a District interscholastic or intrascholastic sport and must fulfill the same academic and nonacademic requirements as any other participant.

The Principal of each District school shall be responsible for determining each participant's eligibility pursuant to State law, the rules of this Board, and the bylaws of the FHSAA. Any school that allows an ineligible student to participate shall be subject to the penalties set forth in Florida law and the bylaws of the FHSAA. (see also Policy 2431.01)

The Superintendent shall develop appropriate administrative procedures for the operation of the interscholastic athletics program. Such regulations should provide for the following safeguards:

- A. Prior to enrolling in the sport, each participant shall submit to a thorough physical examination by a District-approved physician and parents shall report any past or current health problems along with a physician's statement that any such problems have or are being treated and pose no threat to the student's participation. Physicals must be dated June 1st or later of the current school year.
- B. Any student who is found to have a health condition which may be life-threatening to self or others shall not be allowed to participate until the situation has been analyzed by a medical review panel that has determined the conditions under which the student may participate. Pursuant to F.S. 1006.20(2)d, the District shall not be liable for any student with a health condition who has been authorized to play by the parent(s) if the parent(s) of the student objects in writing to the student undergoing a medical evaluation because such evaluation is contrary to his/her religious tenets or practices.
- C. Any student who incurs an injury requiring a physician's care is to have the written approval of a physician prior to the student's return to participation.
- D. In order to minimize health and safety risks to student-athletes and maintain ethical standards, school personnel, coaches, athletic trainers, and lay coaches should never dispense, supply, recommend, or permit the use of any drug, medication, or food supplement solely for performance-enhancing purposes.
- E. The Superintendent and District school principals will require that sportsmanship, ethics, and integrity characterize the manner in which the athletic program is conducted and the actions of students who participate.

In order to support the FHSAA's program to strengthen sportsmanship, ethics, and integrity, the Board commits itself to:

- A. adopt policies (upon recommendation of the administration) which reflect the District's educational objectives and promote the ideals of good sportsmanship, ethics, and integrity;
- B. reinforce the concept that participation in athletic activities is a privilege, not a right;
- C. attend and enjoy school athletic activities, serving as a positive role model and expecting the same from parents, fans, participants, coaches, and other school personnel;
- D. support and recognize participants, coaches, school administrators, and fans who display good sportsmanship; and
- E. recognize the value of school athletic activities as a vital part of education.

Recruiting Prohibited/Penalties

The Board recognizes that the recruitment of student athletes is strictly prohibited by F.S. 1006.20. The FHSAA, through its bylaws, has prescribed penalties, sanctions and an appeals process for athletic recruiting violations. These penalties and sanctions may be applied by the FHSAA against a member school, student athletes, and coaches. In addition to FHSAA penalties and sanctions, District employees found to have engaged in the improper recruitment of a student athlete may be subject to disciplinary action, up to and including termination.

A student may not be declared ineligible based on violation of recruiting rules unless the student or parent has falsified any enrollment or eligibility document or accepted any benefit or any promise of benefit if such benefit is not generally available to the school's students or family members or is based in any way on athletic interest, potential, or performance.

Eligibility Appeals

If the Principal determines that a transfer student is ineligible to participate in interscholastic athletics, a student may submit an appeal in accordance with Florida law and the FHSAA's Bylaws.

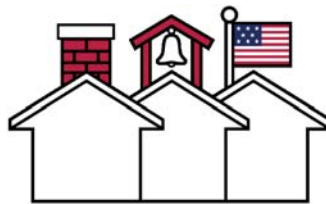
See also Policy 5610.05 - Prohibition from Extra-Curricular Activities

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Legal F.S. 1002.20
 F.S. 1006.15
 F.S. 1006.195
 F.S. 1006.20

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2520 - **SELECTION OF AND ADOPTION OF INSTRUCTIONAL MATERIALS AND EQUIPMENT**

The School Board shall provide instructional materials and equipment, within budgetary constraints, to implement the District's educational goals and objectives and to meet students' needs. The primary objective of such instructional materials and equipment shall be to enrich, support, and implement the educational program of the school.

State law requires the Board to provide adequate instructional materials free of charge to students who are enrolled in the District.

"Adequate instructional materials" means a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hard-backed or soft-backed textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serves as the basis for instruction for each student in the core courses of mathematics, language arts, social studies, science, reading, and literature.

Furthermore, Federal law requires the Board to provide accessible instructional materials as specified in a student's IEP. Such accessible instructional materials may be of a type or in a format as specified in the definition of adequate instructional materials in this policy.

The Board must either (1) adopt instructional materials selected from the State-approved materials according to the State adoption cycles, (2) adopt instructional materials pursuant to a Board instructional materials review program prescribed by this policy, or (3) a combination of both.

Any materials purchased shall be free of pornography and material prohibited under F.S. 847.12, suited to student needs and their ability to comprehend the material presented, and appropriate for the grade level and age group for which the materials are used or made available.

The District shall maintain on its website a current list of instructional materials, by grade level, purchased by the District.

State-Adopted Instructional Materials

The Florida Commissioner of Education shall determine annually the areas in which instructional materials shall be submitted for adoption and evaluate them pursuant to law.

The Superintendent shall assign responsibilities for the District's participation in the State adoption of instructional materials, determine areas of the curriculum in which State adoption of instructional materials is needed and communicate those needs to the Commissioner of Education, and establish procedures for the requisition, purchase, receipt, storage, distribution, use, conservation, maintenance of records and reports, and management practices, and property accountability concerning instructional materials. The duties and responsibilities include keeping adequate records and accounts for all financial transactions for funds collected pursuant to F.S. 1006.28(2)(a). Such records and account shall be a component of the educational service delivery scope of the District's best financial management practices review under F.S. 1008.35.

Non-State Adopted Instructional Materials

The Board shall implement its own instructional materials review and selection program for materials that are not State-adopted. Procedures shall be established, which are incorporated by reference in and made a part of this policy, to provide for evaluation and selection of non-state-adopted instructional materials. These procedures shall include processes, criteria, and requirements for (1) selection of reviewers, one or more of whom must be a parent with a child enrolled in a District public school, (2) review of instructional materials, (3) selection of materials, including a thorough review of curriculum content, and (4) reviewer recommendations. The procedures must also identify by subject area, a review cycle for instructional materials, specify the qualifications of reviewers, establish a process that certifies the accuracy of instructional materials and comply with all other requirements in F.S. 1006.283(2).

Evaluation and Selection of Instructional Materials (Textbooks)

A. Criteria for Selection

Textbooks and instructional materials should provide quality learning experiences for students, enrich and support the curriculum, and be consistent with the Florida State Standards. School teaching staff and administrators shall evaluate instructional materials by following the State's Guidelines for the Review of Instructional Materials. Below are the major components of the review guidelines. The complete guidelines, including specific indicators may be found on the State's Curriculum and Instruction website: <http://www.fldoe.org/academics/standards/instruction-materials/>.

1. Alignment To Florida's Perspective (Florida's Continuous Improvement Model; Reading in the content area; universal design for curriculum access; Florida's vision for the subject area)
2. Content (Alignment with curriculum; level of treatment; expertise for content development; accuracy of content; currency of content; authenticity of content; multicultural representation; humanity and compassion)
3. Presentation (Comprehensiveness of student and teacher resources; alignment of instructional components; organization of instructional materials; readability of instructional materials; pacing of content; ease of use and durability of materials)
4. Learning (Motivational strategies; teaching a few "Big Ideas;" explicit instruction; guidance and support; active participation of students; targeted instructional strategies; targeted assessment strategies)

B. Instructional materials must also be evaluated for bias-free content. There are five (5) areas in which bias is evidenced in instructional materials:

1. Contextual Invisibility (The omission or under representation of various racial and ethnic groups, people with disabilities, older people, women and people from a variety of social classes.)
2. Stereotyping and Characterization (Assignment of traditional and rigid roles or attributes to a group.)
3. Historical Distortions and Omissions (Materials which present only one interpretation of an issue, situation, or group of people.)
4. Language Bias (Materials which perpetuate single-standard language usage that reflects bias based on gender, race, ethnicity, disability, age, and class.)
5. Inaccurate and Stereotypical Visual Images (Pictures which present and reinforce sexism, racial and ethnic stereotypes, etc.)

C. No school official or member of a District or State instructional materials council shall accept any emolument, money, or other valuable thing, or any inducement, to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional materials.

D. No member of the District evaluation committee may discuss matters relating to instructional materials submitted for adoption with any agent of a publisher or manufacturer of instructional materials, either directly or indirectly, except during the period when the committee shall have been called into session for the purpose of evaluating instructional materials submitted for adoption or in a public presentation showcasing the materials. Aside from exception noted above, both parties (District evaluation committee member and agent of a publisher or manufacturer of instructional materials) must comply with the District's "Cone of Silence". (Policy 6324)

Lost and Damaged Instructional Materials

Students shall be held responsible for the cost of replacing any instructional materials lost, destroyed, or unnecessarily damaged. Failure to provide payment for the damage or loss may result in the suspension of the student from participation in extra-curricular activities, or the debt may be satisfied by the student performing community service activities at the school site as determined by the school principal.

Ability to Purchase by Parents/Student

A student or his/her parent(s) may purchase a copy of the designated course instructional materials, regardless of format, for the District's purchase price, including shipping.

Cost of materials may be charged for materials used in those activities beyond the basic curriculum in which a student elects to participate, particularly in activities where the product becomes the property of the student.

A list of all approved instructional materials shall be maintained by the Superintendent and made available for the use of the instructional staff.

Free School-Related Instructional Materials

Free instructional materials may be accepted for classroom and school purposes under conditions that meet all the following criteria:

- A. The initiative for securing the materials should be of the type that teachers seek rather than materials forwarded to them to promote the interests of an outside agency.
- B. The materials should fill a legitimate purpose of the school curriculum.
- C. The advertising feature of the materials should be minimized.
- D. Educational films should contain a minimum amount of commercial advertising.

Equipment or Instructional Materials Vendors

The Superintendent may permit vendors to demonstrate and show only that equipment and instructional materials which can be used to improve the instructional program and which are under consideration for purchase by the school.

~~Process for Parents to Object to Specific Instructional Material~~

~~Parents of a student attending a District school may object to the use of specific instructional material in a course in which the student is enrolled.~~

~~The parent(s) shall use the process for objecting to specific instructional material that is set forth in Policy 9130, Public Complaints.~~

Process for Parents and Residents to Contest Adoption of Instructional Materials

The following individuals may file an objection to the adoption of a specific instructional material:

1. parents of students in the District; and
2. residents of the county.

For purposes of this policy, "resident" means a resident of the county who has maintained his/her residence in Florida for the preceding year, has purchased a home that is occupied by him/her as his/her residence, or has established a domicile in Florida pursuant to F.S. 222.17.

Filing a Petition

A parent or resident must file a petition with the Board within thirty (30) calendar days after the Board's adoption of specific instructional material on a form provided by the Board. The petition form shall be publicly available by visiting any school in person or by accessing the link on the Board's website. The petition must be signed by the parent or resident, include the required contact information, and state the objection to the instructional material based on the criteria set forth in F.S. 1006.31(2) or 1006.40(3)(d).

Timeframe for Hearing

When the thirty (30) calendar day period following Board adoption of the instructional material in question has expired, the Board will conduct at least one (1) open public hearing before an unbiased and qualified hearing officer for all timely petitions received.

Hearing Officers

Hearing officers are not employees or agents of the District with the exception of any agreement entered into for purposes of conducting the hearings set forth herein. Hearing officers shall be selected annually by the Board from a list of candidates provided by the Superintendent.

~~[DRAFTING NOTE— F.S. 1006.28 mandates that the hearing provide sufficient procedural protections to allow each petitioner an adequate and fair opportunity to be heard and present evidence to the hearing officer. Importantly, however, F.S. 1006.28 is relatively silent as to how the hearing must be conducted or what is meant by "an adequate and fair opportunity to be heard and present evidence." In the "Procedures for Hearings" section that follows this drafting note, we have proposed procedures that we believe meet the intent of F.S. 1006.28. If the Board does not desire to adopt Neola's proposed Procedures for Hearings, we strongly encourage you to consult with board legal counsel to develop hearing procedures that comply with the intent and requirements of F.S. 1006.28.]~~

Procedures for Hearings

Petitioners will have an adequate and fair opportunity to be heard and present evidence to the hearing officer. Hearings shall be conducted as follows:

1. The petitioner may make an opening statement.
2. The District's representative may make an opening statement.
3. The petitioner shall present evidence that he/she is a parent of a student or a resident as defined above, and may present evidence (including documents and testimony from witnesses) that instructional material does not meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.
4. The District representative may present evidence (including documents and testimony from witnesses) that the instructional material does meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.
5. The petitioner may make a closing statement.
6. The District representative may make a closing statement.

Within fourteen (14) days of the date of the hearing, the hearing officer shall submit a recommended order to the Board. The Board shall consider the recommended order and enter a final order at a publicly noticed Board meeting. If the petitioner proves that instructional material does not meet the criteria required under F.S. 1006.28, or contains prohibited material under that statute, it shall be removed in accordance with Florida law. The Board's decision is final and not subject to further petition or review.

Hearings under this policy are not subject to the provisions of F.S. Chapter 120.

Instructional Materials Adoption and Purchase

Whether instructional materials are selected and purchased from a State-approved instructional materials list or through the District's own instructional materials selection process, the Board shall:

- A. conduct an open noticed public hearing to receive comment on recommended materials being considered for adoption;
- B. provide public access to recommended materials at least twenty (20) calendar days prior to Board consideration;
- C. provide public notice of the materials being considered for adoption that specifically lists the materials and how they can be accessed;
- D. conduct an open noticed public meeting on a date other than the date of the public hearing required above to approve an annual instructional materials plan identifying instructional materials that will be purchased by the District for the entire District; (This does not include instructional materials by a school or teacher for the benefit of only that teacher or school.)

- E. receive public comment at the public hearing and meeting in accordance with Policy 0169.1, Public Participation;
- F. the Board takes action on the proposed instructional materials.

Objections to Adopted Materials

- A. Within thirty (30) calendar days after the meeting in which the Board adopts any instructional material, a parent of a currently enrolled District student may contest the Board's adoption of a specific instructional material by filing a petition on the form available and posted on the District's website. The petition must include the parent's signature, required contact information, and state the specific objection to the material.
- B. Within thirty (30) calendar days of the end of the thirty (30) day filing period described above, the Board shall hold at least one (1) open duly noticed public hearing on all petitions timely received. All instructional materials contested must be made accessible online to the public at least seven (7) days before the public hearing.
- C. The District must also notify each petitioner in writing of the date and time of the hearing at least seven (7) days before a public hearing.
- D. The Board shall receive public comment at the public hearing and meeting in accordance with Policy 0169.1, Public Participation.
- E. The Board shall consider the objection(s) but is not required to make any changes in the materials adoption.
- F. The Board's determination at the end of the hearing is final and not subject to further petition or review.

Access to Instructional Materials

The Board shall provide annual written notice to parents of the ability to access their child's instructional materials. In addition, the notice shall be posted on the District's instructional materials information website.

The Board must also provide notice and access for teachers, administrators, students and parents to a local instructional improvement system for electronic and digital instructional materials.

Revised 3/4/14
Revised 5/12/15

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Legal	F.S. 119.071, 1006.28 through 1006.42
	F.A.C. 6A-6.03028
	34 C.F.R. Part 300

Last Modified by Brenda Davis on February 1, 2018



Book	Policy Manual
Section	Vol. 18 No. 1 REVISED
Title	Copy of CONTRACTS: INSTRUCTIONAL PERSONNEL
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Last Revised	February 14, 2017

3128 - **CONTRACTS: INSTRUCTIONAL PERSONNEL**

Any person employed as a member of the instructional staff shall hold a valid Florida Teaching Certificate except as noted elsewhere in policy. All instructional staff members shall be entitled to and shall enter into a written contract with the School Board as provided by law. Any member of the instructional staff who is willfully absent from duty without leave shall forfeit compensation for the time absent, and the staff member's contract shall be subject to cancellation by the Board.

Contracts with, as well as contracts pertaining to, instructional staff that provide for extra compensation, bonuses, and/or severance pay, shall strictly comply with the provisions of F.S. 215.425.

Each individual newly hired as instructional personnel by the Board, or a retired instructor who interrupts retirement and is reemployed by the Board as an instructional staff member, must be awarded a probationary contract which shall include a probationary period equal to one (1) school year. Upon successful completion of the probationary contract, the Board may award an annual contract. Retirees who interrupt retirement and are reemployed by the Board as an instructional staff member are not eligible for a professional service contract.

An annual contract may be awarded for instructional personnel who have successfully completed a probationary contract with the Board and have received one (1) or more annual contracts from the Board. An annual contract may be awarded only if the employee:

- A. holds an active professional certificate or temporary certificate issued pursuant to F.S. 1012.56 and rules of the State Board of Education;
- B. has been recommended by the Superintendent for the annual contract based upon the individual's evaluation under F.S. 1012.34 and approved by the Board;
- C. has not received two (2) consecutive annual performance evaluation ratings of unsatisfactory, two (2) annual performance evaluation rating of unsatisfactory within a three (3) year period, or three (3) consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under F.S. 1012.34.

The Board may not award an annual contract on the basis of any contingency or condition not expressly authorized in law by the Florida Legislature or alter or limit its authority to award or not award an annual contract as provided F.S. 1012.335. This paragraph applies only to a collective bargaining agreement entered into or renewed on or after June 15, 2017.

A true signed copy of the contract shall be retained by the Board in the office of the Superintendent.

Probationary employees may be dismissed without cause or may resign without their resignation constituting a breach of contract. Instructional personnel with an annual contract may be suspended or dismissed at any time during the term of the contract for just cause as defined by State law. Instructional personnel shall have the right to contest or challenge any such suspension or dismissal in accordance with the procedures set forth in State law.

Year of Service Defined for Instructional Personnel

The minimum time which may be recognized as a year of service for contractual purposes shall be full-time actual service rendered under contract for more than one-half (1/2) of the number of days or more than one-half (1/2) the number of total hours required for the normal contractual period of service for the position held. In determining such service, sick leave and holidays for which the employee received compensation shall be counted, but all other types of leave and holidays shall be excluded.

Any claim to a year of service for salary purposes shall be the equivalent of the service required for a continuing, instructional service, annual, or multi-year contract. Credit for service rendered in another state or as otherwise allowed under the adopted salary schedule shall be determined by using the minimum service required in the District for a comparable position and in accordance with provisions of the applicable collective bargaining agreement.

In determining the number of days that must be served to constitute a full year of out-of-state teaching experience, the existing regulations of the State or District in which the contract was executed shall be used as the criteria.

Revised 2/14/17

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Legal	F.S. 215.425
	F.S. 1001.42
	F.S. 1001.43
	F.S. 1011.60
	F.S. 1012.22
	F.S. 1012.32
	F.S. 1012.33
	F.S. 1012.335
	F.S. 1012.34
	F.S. 1012.56
	F.A.C. 6A-1.052
	F.A.C. 6A-1.064

Last Modified by Brenda Davis on February 1, 2018



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3220 - **EVALUATION OF INSTRUCTIONAL PERSONNEL**

Pursuant to State law, evaluations shall be conducted for the purpose of increasing student learning growth by improving the quality of instructional services in the District. The instructional personnel performance evaluation system is a product of negotiations with the Indian River County Education Association (IRCEA). Except for classroom teachers who are newly hired in the District and excluding substitute teachers, a performance evaluation must be conducted for each instructional staff member at least once per year. Newly hired teachers must be observed and evaluated twice during their first year of teaching in the District.

The Principal is responsible for the performance of all personnel employed by the School Board and assigned to the school to which the Principal is assigned. The Principal shall appropriately and effectively apply the personnel evaluation system that has been recommended by the Superintendent and approved by the Board, and approved, as required by State law, by the Florida Department of Education.

Instructional Personnel Evaluation System

The performance evaluation of instructional personnel must be based upon the performance of students assigned to their classrooms. The performance evaluation system must be based upon sound educational principles and contemporary research in effective educational practices. The District's performance evaluation system is not limited to basing unsatisfactory performance of instructional personnel solely upon student performance, but may include other criteria to evaluate instructional personnel performance, or any combination of student performance and other criteria. All personnel must be fully informed of the criteria, data sources, methodologies, and procedures associated with the evaluation process before the evaluation takes place. Additionally, the Principal shall assist the teachers within the school to use student assessment data, as measured by student learning growth gains pursuant to State law for self-evaluation and improvement.

The evaluation system for instructional personnel will:

- A. be designed to support effective instruction and student learning growth, and performance evaluation results must be used when developing District and school level improvement plans;
- B. provide appropriate instruments, procedures, timely feedback, and criteria for continuous quality improvement of the professional skills of instructional personnel, and performance evaluation results must be used when identifying professional development;
- C. include a mechanism to examine performance data from multiple sources, including opportunities for parents to provide input into employee performance evaluations when appropriate;
- D. identify those teaching fields for which special evaluation procedures and criteria are necessary;
- E. differentiate among four (4) levels of performance as follows:

1. highly effective
2. effective
3. needs improvement or, for instructional personnel in the first three (3) years of employment who need improvement, developing
4. unsatisfactory

F. provide for training and monitoring programs based upon guidelines provided by the Department of Education to ensure that all individuals with evaluation responsibilities understand the proper use of the evaluation criteria and procedures.

Evaluation Procedures and Criteria

~~A performance evaluation must be conducted each instructional staff member at least once a year, except that a classroom teacher, as defined in F.S. 1012.01(2)(a), excluding substitute teachers, who is newly hired by the District, must be observed and evaluated at least twice in the first year of teaching in the District. All personnel must be fully informed of the criteria, data sources, methodologies, and procedures associated with the evaluation process before the evaluation takes place.~~

Evaluation procedures and criteria must comply with, but are not limited to, the following:

Performance of Students

At least fifty percent (50%) of the performance evaluation for instructional personnel must be based upon the data and indicators of student performance of the teacher's students as determined by the District in accordance with F.S. 1012.34(7). The performance of students' ~~criteria~~ shall also include growth or achievement data of the teacher's students for at least three (3) years or, if less than three (3) years is available, the years for which data are available. The proportion of growth or achievement data may be determined by instructional assignment.

For classroom teachers of grades and subjects for which their students' performance is assessed by Statewide standardized assessments, the District shall measure student learning growth using the formulas approved by the Commissioner and the standards for performance levels adopted by the State Board for courses associated with the Statewide, standardized assessments administered under F.S. 1008.22 no later than the school year immediately following the year the formula is approved by the Commissioner (see F.A.C. 6A-5.030 and 6A-5.0411).

For classroom teachers of grades and subjects for which their students' performance is not assessed by Statewide standardized assessments, the District shall use the methodology set forth in the District's evaluation plan that is submitted to and approved by the FLDOE to measure the student's performance upon which to base one-half (1/2) of the performance evaluation.

For instructional personnel who are not classroom teachers, the District shall use the methodology set forth in the District's evaluation plan that is submitted to and approved by the FLDOE to measure the student's performance upon which to base one-half (1/2) of the performance evaluation.

Pursuant to State law, the proportion of growth or achievement data in the District-determined student performance measures may be determined by instructional assignment.

Instructional Practice

The remainder of the performance evaluation must be based upon instructional practice. Evaluation criteria used when annually observing classroom teachers, as defined in F.S. 1012.01(2)(a), excluding substitute teachers, must include indicators based upon each of the Florida Educator Accomplished Practices adopted by the State Board of Education. For instructional personnel who are not classroom teachers, evaluation criteria must be based upon indicators of the Florida Educator Accomplished Practices and may include specific job expectations related to student support.

~~The Principal shall inform all instructional personnel of the criteria and procedures associated with the performance evaluation process before evaluation begins. Additionally, the Principal shall assist the teachers within the school to use student assessment data, as measured by student learning growth gains pursuant to State law, for self-evaluation and improvement.~~

The individual responsible for supervising the employee must evaluate the employee's performance. The evaluation system may provide for the evaluator to consider input from other personnel trained under F.S. 1012.34(2). The evaluator must submit a written report of the evaluation to the Superintendent for the purpose of reviewing the employee's contract. The evaluator must submit the written report to the employee no later than ten (10) days after the evaluation takes place. The evaluator must discuss the written evaluation report with the employee. The employee shall have the right to initiate a written response to the evaluation, and the response shall become a permanent attachment to his or her personnel file.

The evaluation shall be completed and on file in accordance with the time schedule established by the Superintendent. The written report of the evaluation must be on file and provided to the employee within ten (10) days after the evaluation conference. The evaluator must discuss the written evaluation report with the employee. The employee shall have the right to initiate a written response to the evaluation, and the response shall become a permanent attachment to his/her personnel file. The evaluator may amend an evaluation based upon assessment data from the current year if the data becomes available within ninety (90) days after the close of the school year.

If an employee who holds a professional service contract is not performing his/her duties in a satisfactory manner, the evaluator shall notify the employee in writing of such determination. The notice must describe such unsatisfactory performance and include notice of the procedural requirements set forth in F.S. 1012.34(4).

An evaluation shall be submitted at the time an instructional staff member leaves the District if services terminate prior to annual evaluations.

An instructional staff member shall be given a copy of any documents relating to his/her performance ~~that~~ ~~which~~ are to be placed in the personnel file.

A portion of each instructional staff member's compensation shall be based on the employee's performance evaluation as required by State law.

In addition, the Superintendent shall annually report the evaluation results of instructional staff members using the four (4) levels of performance set forth in State law to the FLDOE. The results shall be provided by school and shall be disaggregated by classroom teachers, as defined in State law, excluding substitute teachers, and all other instructional personnel, also as defined in State law.

The Superintendent shall also notify the FLDOE of any instructional staff members who receive two (2) consecutive unsatisfactory evaluations, as well as any instructional personnel who are given written notice by the District of intent to terminate or not renew their employment.

Annual Review of District Instructional Personnel Evaluation System

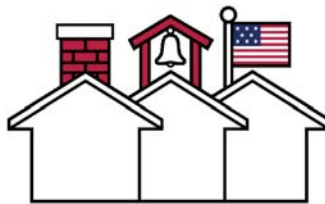
The Superintendent shall develop procedures for annual review of the instructional staff evaluation system to analyze whether it complies with Florida law and this policy. All substantial revisions to the evaluation system must be reviewed and approved by the Board, upon the recommendation of the Superintendent, before being submitted to the Florida Department of Education for approval and being used to evaluate instructional personnel. Substantial revisions are those that would cause an amendment to which performance levels would be assigned to instructional personnel.

- Revised 3/4/14
- Revised 3/24/15
- Revised 4/12/16
- Revised 11/22/16

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Legal	F.S. 1012.01, 1012.22, 1012.28, 1012.31, 1012.34
	F.A.C. 6A-5.030, 6A-5.0411

Last Modified by Brenda Davis on February 1, 2018



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Title	Copy of PROFESSIONAL DEVELOPMENT
Number	*po3242PJ011718
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Adopted	August 13, 2013
Last Revised	March 4, 2014

3242 - **PROFESSIONAL DEVELOPMENT**

Pursuant to State law, the School District will work collaboratively with the Florida Department of Education (FLDOE), public postsecondary institutions, State education foundations, consortia, and professional organizations in Florida to maintain a coordinated system of professional development. The purpose of the system is to increase student achievement, enhance classroom instructional strategies that promote rigor and relevance throughout the curriculum, and prepare students for continuing education and the workforce.

The District's comprehensive professional development plan will incorporate school improvement plans, and will align with the Florida Professional Development System Evaluation Protocol Standards, which support the framework for standards adopted by the National Staff Development Council. Furthermore, the results of the annual needs assessment and performance evaluations of instructional staff members conducted pursuant to State law and Board Policy 3220 will be used when identifying the areas for which professional development is needed.

As required by State law, the District's comprehensive professional development plan will be updated by September 1st annually. Any substantial revisions to the District's plan will be submitted to the FLDOE for their review for continued approval. The Superintendent will annually recommend for the School Board's consideration and adoption the updated comprehensive professional development plan, so that verification of the adoption can be submitted to the Commissioner of Education not later than October 1st of each year.

The Board will provide funding for professional development as required by State law and the General Appropriations Act and will authorize expenditures from other sources to continuously strengthen the District's system of professional development. The plan will also provide for training for each teacher who will use materials that were purchased with funds allocated by the State for instructional materials, provide for in-service credit for the training, and document satisfactory completion of the training by each teacher.

The in-service activities for instructional personnel shall focus on analysis of student achievement data, ongoing formal and informal assessments of student achievement, identification and use of enhanced and differentiated instructional strategies that emphasize rigor, relevance, and reading in the content areas, enhancement of subject content expertise, integrated use of classroom technology that enhances teaching and learning, classroom management, parent involvement, and school safety. Additionally, in-service activities will be made available for instructional personnel of nonpublic schools in the District and the State certified teachers who are not employed by the Board on a fee basis not to exceed the cost of the activity per all participants.

The District shall also provide in service activities and support targeted to the individual needs of new teachers participating in the professional development certification and education competency program.

School principals may, but are not required to, establish and maintain an individual professional development plan for each instructional employee assigned to the school. The individual professional development plan must:

- A. be related to specific performance data for the students to whom the teacher is assigned;

B. define the in-service objectives and specific measurable improvements expected in student performance as a result of the in-service activity;

C. include an evaluation component that determines the effectiveness of the professional development plan.

Professional Development Certification and Education Competency Program

The District will develop, and implement upon approval of the FLDOE, a competency-based professional development certification program by which members of the District's instructional staff with a State-issued temporary certificate may satisfy the mastery of professional preparation and education competence requirements specified in State law and rules of the State Board of Education.

The program shall include the components set forth in State law, including but not limited to the specification of a minimum period of initial preparation before the participating staff member assumes the duties as the teacher of record, an assessment of teaching performance pursuant to Policy 3220 - Evaluation of Instructional Personnel, and the assignment of an experience peer mentor to each participant. Peer mentors utilized in this program must hold a valid professional certificate pursuant to State law, must have earned at least three (3) years of teaching experience in prekindergarten through grade 12, and must have earned an effective or highly effective rating on the prior year's performance evaluation.

Certification of an Approved Comprehensive Professional Development Plan

By July 1st of each year and prior to the release of funds for instructional materials, pursuant to statutory requirements, the Superintendent will certify to the Commissioner of Education that the Board has approved a comprehensive professional development plan that requires fidelity of implementation of instructional materials that are in the first two (2) years of the adoption cycle. The report will also include verification that the training was provided.

Revised 3/4/14

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Legal F.S. 1001.42, 1011.62, 1011.67, 1012.22, 1012.34, 1012.56, 1012.98, 1012.985
F.S. 1012.986

Last Modified by Peggy Jones on January 17, 2018



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5200 - **ATTENDANCE**

The educational program offered by this District is predicated upon the presence of the student and requires continuity of instruction and classroom participation. Attendance shall be required of all students enrolled in the schools during the days and hours that the school is in session. School attendance is the responsibility of parents and students. Absences shall be reported to the school attendance office by the parent or adult student as soon as practicable.

In accordance with statute, the Superintendent shall require, from the parent of each student of compulsory school age or from an adult student who has been absent from school or from class for any reason, a statement of the cause for such absence. The School Board reserves the right to verify such statements and to investigate the cause of each single absence.

In addition, educators have the responsibility to encourage regular attendance of students, maintain accurate attendance records, and follow reporting procedures prescribed by the Superintendent. Schools will record absent and tardy student in the automated student attendance recordkeeping system.

The recording of student attendance for the purpose of administering the full-time equivalent program and other State purposes shall be as herein prescribed.

- A. The presence or absence of each student shall be determined daily at a period prescribed by the Principal. It shall be the duty of the Principal to determine that the teacher is notified when a student reports to school after the attendance check is made. All tardy and absent students shall be documented. No alternate system of recording student attendance may be used except as provided in State regulations and upon authorization of the School Board.
- B. Attendance may be counted if the student is actually present at school or away from school on a school day and is engaged in an educational activity which constitutes a part of the school approved educational program for the student. Attendance may include field trips, athletic contests, musical festivals, and similar activities when officially authorized under policies of the Board; but shall not include activities supervised or sponsored by a private individual or group. Under no conditions shall a student be required or permitted to answer roll call and then be excused from school attendance as a means of circumventing the law and regulations. Any falsification of attendance or a false report of FTE shall be deemed grounds for seeking the revocation of the teacher certificate as provided by law.
- C. Attendance of students for at least 180 days of instruction or the equivalent, as provided by law and regulations of the State Board of Education, shall be required except for absences due to illness or as otherwise provided by law, Board policies, and the *Code of Student Conduct*, which is incorporated by reference into this policy. A student who is enrolled in school shall be required to attend school regularly whether or not the compulsory attendance law applies.
- D. All required attendance documents shall be retained on the automated attendance system.
- E. Required attendance documents may not be destroyed except upon the authorization of the Board as provided in State regulations.

- F. The Principal shall be responsible for the administration of all laws, State Board of Education regulations, and Board regulations pertaining to student attendance and shall assure that all teachers and clerks are instructed in proper record keeping and will monitor as necessary. Any attendance report containing any material inaccuracies resulting from negligence of the Principal shall be considered a false report for which the Principal shall be subject to penalties as provided by law.
- G. Parent/Guardian verification of absence. The parent/guardian shall notify the school of his/her child's absence consistent with the provisions of the *Code of Student Conduct*, which is incorporated by reference into this policy.
- H. Attendance checks for administrative purposes. If a student is reported present during the school day and subsequently is absent without excuse, the Principal shall take appropriate action.
- I. Student absences and tardies. The general school attendance procedures contained in the *Code of Student Conduct* shall govern student tardies, excused absences, unexcused absences, and procedures for students who are beyond the compulsory attendance age. Specific attendance procedures for high school students contained in the *Code of Student Conduct* shall apply to students in grades 9-12.

Unexcused absences shall not be grounds for suspension from school but may result in detention or placement in existing alternative programs.

Provision shall be made for promoting school attendance through adjustment of personal problems, education of parents, and enforcement of the compulsory attendance laws and related child-welfare legislation. Accordingly:

- A. absences must be reported to the school by the parent or adult student as soon as practicable

Failure to report and explain the absence(s) shall result in unexcused absence(s). The final authority for determining acceptability of the reason for the absence(s) shall rest with the principal.

- B. teachers shall record absentees each period of the school day and report absences, excused and unexcused, as required by the school;
- C. parents will be contacted using available contact information when a student has three (3) unexcused or unexplained absences to prevent the of patterns of nonattendance;
- D. when a student has at least five (5) unexcused absences or absences for which the reasons are unknown, within a calendar month, or ten (10) unexcused absences, or absences for which the reasons are unknown, within an ninety (90) calendar day period, the teacher shall report to the Principal that the child may be exhibiting a pattern of nonattendance. Unless there is clear evidence that the absences are not a pattern of nonattendance, the Principal will refer to the case to the school's Multi-tiered System of Supports (MTSS)/Individual Problem Solving Team to determine if early patterns of truancy are developing. If the MTSS/Individual Problem Solving Team finds that a pattern of nonattendance is developing, a meeting with the parent must be scheduled to identify potential remedies. If the problem is not resolved, MTSS/Individual Problem Solving Team will implement interventions as provided in F.S. 1003.26.
- E. absences must be reported to the school by the parent or adult student as soon as practicable. Failure to report and explain the absence(s) shall result in unexcused absence(s). The final authority for determining acceptability of the reason for the absence(s) shall rest with the principal.

Each school shall establish procedures to promote good attendance.

Make-Up for Absences

For any absences excluding truancy the student shall have two (2) days to make up work for each day missed. Principals may grant time extensions to the student for extenuating circumstances.

For unexcused absences, each principal shall establish site-specific policies that encourage both regular attendance and high academic achievement, and shall review and modify these policies from time-to-time as required to maintain and improve their effectiveness.

Excused Absences

The Board considers the following factors to be reasonable excuses for time missed at school:

- A. Personal illness of the student (medical evidence may be required by the principal or designee for absences exceeding five (5) consecutive days).
- B. Court appearance of the student.

- C. Medical appointment of the student.
- D. An approved school activity.
- E. Insurmountable conditions. Insurmountable conditions are extreme weather conditions, communicable disease outbreak, and local conditions determined by the School District which, after taking into account the material circumstances, would render impracticable a student's attendance at school (F.A.C. 6A-1.09513).
- F. All other reasonable absences with prior approval of the Principal or designee.
- G. Attendance at a center under Children and Families Services supervision.
- H. Significant community events with prior permission of the Principal.
- I. Religious instruction or religious holiday.
- J. Death in the immediate family.
- K. Out-of-school suspension
- L. Confinement at a detention center
- M. Pregnancy related issues (see also Policy 5751).
- N. Appointments for a therapy service provided by a licensed health care practitioner or behavior analyst certified pursuant to Florida law for the treatment of autism spectrum disorder including, but not limited to, applied behavioral analysis, speech therapy, and occupational therapy.

Students shall not be given excused absences to remain out of school for the purpose of working, unless the job is an integral part of the student's instructional program.

Absences not included in excused absences listed above shall be unexcused.

Discipline

No student will be suspended for unexcused tardiness, lateness, absence, or truancy.

Any student who fails to attend any regularly scheduled class and has no excuse for absence should be referred to the appropriate administrator. Disciplinary action should include notification to parents or guardians.

A student's grade in any course is based on his/her performance in the instructional setting and shall not be reduced for reasons of conduct. If a student violates the attendance or other rules of the school, s/he should be disciplined appropriately for the misconduct, but his/her grades should be based upon what the student can demonstrate s/he has learned.

The Superintendent shall develop administrative procedures that:

- A. provide the student and his/her parents the opportunity to challenge the attendance record prior to notification and that such notification complies with applicable Board rules;
- B. require a school session that is in conformity with the rules of the State Board;
- C. govern the keeping of attendance records in accordance with the rules of the State Board;
- D. identify the habitual truant, investigate the cause(s) of his/her behavior, and consider modification of his/her educational program to meet particular needs and interests;
- E. require that students whose absence has been excused have an opportunity to make up work they missed and receive credit for the work, if completed;
- F. require that any student who, due to a specifically identifiable physical or mental impairment, exceeds or may exceed the District's limit on excused absence is referred for evaluation for eligibility either under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 or other appropriate accommodation.

Habitual Truancy

Whenever any student has a total of fifteen (15) unexcused absences from school within ninety (90) calendar days, with or without the knowledge or consent of the parent, s/he will be considered habitually truant. The Board authorizes the Superintendent to inform

the student and his/her parents of the record of excessive absences as well as the District's intent to notify the Department of Highway Safety and Motor Vehicles, if appropriate. The Superintendent is authorized to file a truancy petition under F.S. 984.151 if a student has accrued at least five (5) unexcused absences, or absences for which the reasons are unknown, within a calendar month or ten (10) unexcused absences, or absences for which the reasons are unknown within a ninety (90) calendar day period or has had more than fifteen (15) unexcused absences in a ninety (90) calendar day period.

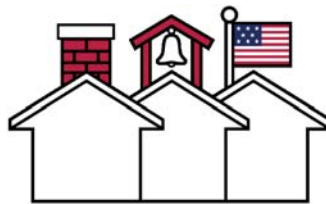
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Legal F.S. 984.151, 1002.20, 1003.02, 1003.21, 1003.23, 1003.24, 1003.26, 1003.27
F.A.C. 6A-1.044, Pupil Attendance Records
F.A.C. 6A-1.09512, Equivalent Minimum School Term for Compulsory Attendance Purposes
F.A.C. 6A-1.09513, Parents' Responsibility for School Attendance
F.A.C. 6A-1.09514, Excused Absences for Religious Instruction or Holiday

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5410 - **STUDENT PROGRESSION**

Pursuant to F.S. 1008.25, the School Board shall adopt a student progression plan which will provide for a student's progression from one (1) grade to another based on the student's mastery of the standards in F.S. 1003.41, specifically English language arts, mathematics, science, and social studies. The plan must, at a minimum:

- A. include criteria that emphasizes student reading proficiency in kindergarten through grade 3 and provide targeted instructional support for students with identified deficiencies in English language arts, mathematics, science, and social studies;

High schools shall use all available assessment results, including the results of Statewide, standardized English language arts assessments and end-of-course assessments for Algebra I and Geometry to advise students of any identified deficiencies and to provide appropriate postsecondary preparatory instruction before high school graduation. The results of evaluations used to monitor a student's progress in grades K-12 must be provided to the student's teacher in a timely manner and as otherwise required by Florida law. Thereafter, evaluation results must be provided to the student's parent in a timely manner. When available, instructional personnel must be provided with information on student achievement of standards and benchmarks in order to improve instruction.

- B. list the student eligibility and procedural requirements established by the School District for whole-grade promotion, midyear promotion, and subject-matter acceleration that would result in a student attending a different school;

notify parents and students of the District's process by which a parent may request student participation in whole-grade promotion, midyear promotion, or subject-matter acceleration that would result in a student attending a different school;

- C. advise parents and students that additional Academically Challenging Curriculum to Enhance Learning (ACCEL) options that may be available at the student's school;

1. advise parents and students to contact the principal at the student's school for information related to student eligibility requirements for whole-grade promotion, midyear promotion, and subject-matter acceleration when the promotion or acceleration occurs within the principal's school; virtual instruction in higher grade level subjects; and any other ACCEL options offered at the school;
2. advise parents and students to contact the principal at the student's school for information related to the school's process by which a parent may request student participation in whole-grade promotion, midyear promotion, and subject-matter acceleration when the promotion or acceleration occurs within the principal's school; virtual instruction in higher grade level subjects; and any other ACCEL options offered at the school;

- D. advise parents and students of the early graduation options pursuant to State law and Policy 5464 - Accelerated Graduation Options;

- E. list, or incorporate by reference, all dual enrollment courses contained within the dual enrollment articulation agreement(s) established pursuant to State law;
- F. provide instructional sequences by which students in kindergarten through high school may attain progressively higher levels of skill in the use of digital tools and applications. The instructional sequences must include participation in curricular and instructional options and the demonstration of competence of standards required pursuant to State law through attainment of industry certifications and other means of demonstrating credit requirements identified under State law.

The Student Progression Plan (SPP) adopted for the 2016-2017 school year is incorporated by reference.

MULTI-TIERED SYSTEM OF SUPPORT (MTSS)

The School District is committed to the implementation of a Multi-Tiered System of Support (MTSS) to improve educational outcomes and meet the academic and behavioral needs of all students. By implementing a comprehensive MTSS, the District will ensure that all students are provided with every reasonable opportunity and support to succeed in the general education environment prior to determining that the student has a disability.

A comprehensive MTSS includes the following essential components:

- A. high quality instruction;
- B. intervention matched to student needs;
- C. learning rate and level of performance measured over time;
- D. multiple tiers of evidence-based instruction service delivery;
- E. problem-solving process to guide decisions about instruction and interventions needed to improve learning and/or behavior;
- F. a data based system to inform decisions at each tier of service delivery.

The District established the following components in a three (3) tiered model to address academic and/or behavioral needs identified by school based MTSS teams:

Levels of Interventions

A. Tier I

1. Provides research based core curriculum and instruction.
2. Includes all students.
3. Employs differentiated instruction.
4. Uses universal screening as determined by the District.
5. Is adjusted to assure eighty percent (80%) of District schools/classes meet benchmarks.

B. Tier II

1. Provides additional interventions to students who do not meet Tier I benchmarks.
2. Supplements, does not replace, Tier I instruction.
3. Targets students' needs as determined by a review of student records (school history, assessment data, academic and/or behavioral strengths and needs).
4. Includes a Progress Monitoring Plan.

C. Tier III

1. Targets students who are performing significantly below standards and have not made adequate progress with Tier I and Tier II instruction and interventions.

2. Provides intense interventions with increased frequency and duration.
3. Provides small group instruction.
4. Employs weekly progress monitoring of targeted assessments that acquire more in depth information about students' instructional or behavior needs.

At the conclusion of Tier I, Tier II or Tier III interventions, the MTSS team may consider the following options:

- A. Scale down (or discontinue) the interventions as students demonstrate skills comparable to their peers and are making satisfactory progress.
- B. Continue the interventions in the general education setting as students show satisfactory progress.
- C. Move forward with decisions regarding eligibility for ESE.

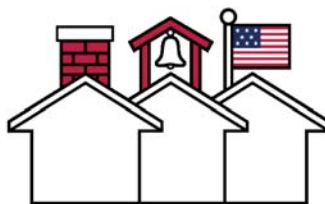
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F.S. 1002.3105, 1003.41, 1003.4156, 1003.4203, 1003.428, 1003.4281
F.S. 1003.4282, 1007.271, 1008.25
Student Performance Standards, F.A.C. 6A-1.09401
Florida Comprehensive Assessment Test and End-of-Course Assessment Requirements, F.A.C. 6A-1.09422
Alternative Standardized Reading Assessment and Use of Student Portfolio for Good Cause Promotion, F.A.C. 6A-1.094221
Standards for Mid-Year Promotion of Retained Third Graders, F.A.C. 6A-1.094222

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Book	Policy Manual
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Title	Copy of GRADUATION REQUIREMENTS
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5460 - GRADUATION REQUIREMENTS

It shall be the policy of the School Board to acknowledge each student's successful completion of the instructional program appropriate to the achievement of District goals and objectives as well as personal proficiency by the awarding of a diploma at fitting graduation ceremonies.

Standards for Graduation

Beginning with students entering grade 9 in the 2013-14 school year, receipt of a standard high school diploma requires successful completion of twenty-four (24) credits, an International Baccalaureate curriculum, or an Advanced Placement curriculum.

The twenty-four (24) credits shall be distributed as follows:

Subject	Credits
English Language Arts	4
Social Studies	3
Mathematics	4
Science	3
Fine or performing arts, speech and debate, or practical arts or career & technical	1
Electives	7.5
Basic Physical education	1
Health (including CPR/AED instruction)	.5

Online Course Requirement

At least one (1) course within the twenty-four (24) credits required must be completed through online learning. Students are not required to take the online course outside the school day or in addition to a student's courses for a given semester. An online course taken in grade 6, grade 7, or grade 8 if a high school course. This requirement is met through an online course offered by the Florida Virtual School, a virtual education provider approved by the State Board of Education, a high school, or an online dual enrollment course. A student who is enrolled in a full-time or part-time virtual instruction program pursuant to Policy 2370.01 - Virtual Instruction Program meets this requirement.

The virtual instruction options available through the District are outlined in Policy 2370.01 – Virtual Instruction.

[X] Students may satisfy online course requirements in one of the following three (3) ways:

1. completing a blended learning course;
2. completing a course in which the student earns a nationally recognized industry certification in information technology that is identified on the CAPE Industry Certification Funding List pursuant to F.S. 1008.44; or
3. passing the information technology certification examination without enrolling in or completing the corresponding course or courses, as applicable.

~~Additionally, the following performance based options are available for students to satisfy the online course requirement:~~

- A. ~~Completion of a course in which a student earns a nationally recognized industry certification in information technology that is identified on the CAPE Industry Certification Funding List pursuant to F.S. 1008.44 or passage of the information technology certification examination without enrollment in or completion of the corresponding course or courses, as applicable.~~
- B. ~~Passage of an online content assessment, without enrollment in or completion of the corresponding course or courses, as applicable, by which the student demonstrates skills and competency in locating information and applying technology for instructional purposes.~~

This requirement does not apply to a student who has an individualized education plan (IEP) pursuant to Policy 2460 - Exceptional Student Education which indicates that an online course would be inappropriate or to an out-of-state transfer student who is enrolled in a Florida high school and has one (1) academic year or less remaining in high school.

The required credits may be earned through equivalent, applied, or integrated courses or career education courses as defined in F.S. 1003.01(4), including work-related internships approved by the State Board of Education and identified in the course code directory. However, any must-pass assessment requirements must be met. An equivalent course is one (1) or more courses identified by content-area experts as being a match to the core curricular content of another course, based upon review of the Next Generation Sunshine State Standards and includes real-world applications of a career and technical education standard used in business or industry. An integrated course includes content from several courses within a content area or across content areas.

For courses that require Statewide standardized end-of-course assessments, a minimum of thirty percent (30%) of a student's course grade shall be comprised of performance on the Statewide standardized end-of-course assessment.

In order to graduate, students must earn passing scores on the State mandated testing or scores on a standardized test that are concordant with passing scores on the State mandated testing. Additionally, a student must earn a cumulative GPA of 2.0 on a 4.0 scale.

High School Diploma

The Board shall award a standard high school diploma to every student enrolled in this District who meets the requirements of graduation established by this Board or who properly completes the goals and objectives specified in his/her IEP including either the exemption from or the requirement to complete the State-mandated tests and the recommendation of the IEP Team.

Each student's standard high school diploma will include, as applicable, the following designations, if the student meets the criteria:

A. Scholar Designation

In order to earn the Scholar Designation, the student must, in addition to the requirements for a standard high school diploma, satisfy the following:

1. ~~English Language Arts (ELA) — When the State transitions to common core assessments, pass the 11th grade ELA common core assessment.~~
2. Mathematics - Earn one (1) credit in Algebra II and one (1) credit in statistics or an equally rigorous course. ~~When the State transitions to common core assessments, students must pass the Algebra II common core assessment.~~
3. Science - Pass the Statewide standardized Biology I end-of-course assessment and earn one (1) credit in chemistry or physics and one (1) credit in a course equally rigorous to chemistry or physics.
4. Social Studies - Pass the Statewide standardized United States History end-of-course assessment.
5. Foreign Language - Earn two (2) credits in the same foreign language.

6. Electives - Earn at least one (1) credit in an Advanced Placement, an International Baccalaureate, an Advanced International Certificate of Education, or a dual enrollment course.

B. Merit Designation

In order to earn the Merit Designation, a student must, in addition to the requirements for a standard high school diploma, attain one (1) or more industry certifications on the Florida Department of Education's current "Industry Certification Funding List".

Students and parents shall be provided information about diploma designations through an online education and career planning tool, which allows students to monitor their progress toward the attainment of each designation.

Honorary Diploma

An honorary diploma may be awarded in the case of such unfortunate circumstances as the severe disability or death of a student prior to graduation. The student must have been a senior in good standing to meet the requirements of graduation established by the Board at the time of the disability/death.

Early Admission Program

The high school graduation by means of the Early Admission to College Program is an alternative for the college-bound student during the normal senior year in high school. When the prescribed District conditions have been met, the student shall be awarded a high school diploma with the regular high school graduating class. The official college transcript shall be made a part of the student's high school permanent record file.

When students leave high school as Early Admission to College Program students, they may participate in graduation exercises with their graduation class and may be ranked in class using District policy regarding weighting of dual enrollment courses.

Early High School Graduation

For the purposes of this policy, the term "early graduation" means graduation from high school in less than eight (8) semesters or the equivalent by completion of the required number of credits.

A student who meets the requirements of F.S. 1003.4282(3)(a)-(e), earns three (3) credits in electives (a total of eighteen (18) credits), and earns a cumulative grade point average (GPA) of 2.0 on a 4.0 scale shall be awarded a standard high school diploma.

A student also has the option of early graduation if the student has completed a minimum of twenty-four (24) credits and otherwise meets the requirements for graduation.

Academically Challenging Curriculum to Enhance Learning (ACCEL)

The following ACCEL options are available: whole-grade and midyear promotion; subject-matter acceleration; virtual instruction in higher grade-level subjects; and the Credit Acceleration Program described below. Additional options may be available.

Students shall be advised of courses through which they can earn college credit, including Advanced Placement, International Baccalaureate, Advanced Placement curriculum, dual enrollment, and early admission courses, and career academy courses, and courses that lead to industry certification, as well as the availability of course offerings through virtual instruction.

Credit Acceleration Program (CAP)

High school credit in courses required for high school graduation may be earned through passage of an end-of-course assessment administered under F.S. 1008.22, an advanced placement examination, or a College Level Examination Program (CLEP). Course credit shall be awarded to a student who is not enrolled in the course, or who has not completed the course, if the student attains a passing score on the corresponding end-of-course assessment, advanced placement examination, or CLEP. Public school or home education students in the District shall take the assessment or examination during the regular administration of the assessment or examination.

The District, along with each high school, shall notify the parent of a student who is eligible to graduate early.

A student who graduates early may continue to participate in school activities and social events and to attend and participate in graduation events with the student's cohort. The student will be included in class ranking, honors, and award determinations for the student's cohort. The student must comply with Board rules and policies regarding access to the school facilities and grounds during normal operating hours.

High School Equivalency Diploma

The Board shall offer the high school equivalency diploma examination and the subject area examinations to all candidates pursuant to the rules of the State Board of Education. To be eligible to be a candidate for a high school equivalency diploma, a student must be at least eighteen (18) years of age on the date of the examination. However, if the student resides or attends school in the District, the student may take the examination after reaching the age of sixteen (16). All high school equivalency diplomas have equal status with other high school diplomas. A student may be awarded a standard high school diploma pursuant to Florida Department of Education rules.

Certificate of Completion

A student who completes the minimum number of credits and other requirements for graduation but cannot earn a passing score on the FCAT, achieve a cumulative grade point average of 2.0 on a 4.0 scale or its equivalent, or complete all other applicable requirements prescribed by the Board pursuant to Florida statutes shall be awarded a certificate of completion in a form prescribed by the State Board of Education.

A student who is entitled to a certificate may elect to remain as a full-time student or a part-time student for up to one (1) additional year and receive special instruction designed to remedy the student's identified deficiencies.

Notice to Students and Parents

The District will notify students and parents, in writing, of the requirements for a standard high school diploma, available designations, and the eligibility requirements for State scholarship programs and postsecondary admissions.

Commencement Exercises

Commencement exercises will include only those students who have successfully completed requirements for a standard high school diploma, Early Admission to College Program, a special diploma, or a certificate of completion for graduation as certified by the high school principal. No student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure. A student may be denied participation in the ceremony of graduation when personal conduct so warrants.

CREDIT (AS DEFINED IN F.S. 1003.436)

These requirements are established to provide that students graduating from high school have the necessary academic skills for success in the workplace and postsecondary education. One (1) full credit means 135 hours of bona fide instruction. The hourly requirements for one-half (1/2) credit are one-half (1/2) 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 Next Generation Sunshine State Standards/Common Core 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 (1) full credit in a one (1) 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 (1/2) 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 (1) full credit of the equivalent high school course. (F.S. 1003.235, 1007.271)

HIGH SCHOOL STANDARD DIPLOMA GRADUATION CREDIT REQUIREMENTS

Except as otherwise authorized pursuant to F.S. 1003.429, for accelerated high school graduation options, beginning with students entering their first year of high school in the 2007-08 school year, graduation requires the successful completion of a minimum of twenty-four (24) credits, or an International Baccalaureate curriculum. Students will be advised of eligibility for the State scholarship program and post-secondary admissions.

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

CAREER & PROFESSIONAL ACADEMIES

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. (F.S. 1003.493)

SELECTION OF AN ACCELERATED GRADUATION OPTION

Prior to selecting an accelerated graduation program described in 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 Board shall provide each student in grades 6-9 and their parents with information concerning the three (3) year and four (4) year graduation options including the respective curriculum requirement for these options.

The selection of one (1) 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 twenty-four (24) general requirements for high school graduation specified in F.S. 1003.429(1)(a).

The District will not establish requirements for accelerated three (3) year high school graduation options in excess of the requirements in statute. (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 twenty-four (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)

Refer to the *IRCS D Student Progression Plan* for additional information regarding graduation requirements and other options.

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Legal

- F.S. 1002.3105
- F.S. 1003.4281
- F.S. 1003.4282
- F.S. 1003.4285
- F.S. 1003.4286
- F.S. 1003.4295
- F.S. 1003.433
- F.S. 1003.435
- F.S. 1003.436
- F.S. 1003.437
- F.A.C. 6A-1.0995
- F.A.C. 6A-1.09961
- F.A.C. 6A-1.09963
- F.A.C. 6A-6.0573

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5780 - **STUDENT/PARENT RIGHTS**

The School Board recognizes that students possess not only the right to an education but the rights of citizenship as well. Federal and State law prohibit the Board from adopting any policy or rule, or from entering into any agreement, that infringes upon or waives the rights of freedoms afforded to students by the United States Constitution.

In providing students the opportunity for an education to which they are entitled, the District shall attempt to offer nurturing, counseling, and custodial care appropriate to their age and maturity. The District shall, at the same time, guarantee that no student is deprived of the basic right to equal treatment and equal access to the educational program, due process, a presumption of innocence, free expression and association, and the privacy of his/her own thoughts.

Attendant to the rights guaranteed to each student, however, are certain responsibilities, which include respect for the rights of others, obedience to properly constituted school authority, and compliance with the procedures and rules of the District.

The Board realizes that as students differ in age and maturity, so they differ in ability to handle both the rights of citizens and the concomitant responsibilities. The exercise of each right shall be granted, therefore, with due regard for the degree of responsibility possessed by the student and the student's need for the continuing guidance and control of those responsible for his/her education.

Since a student who has reached the age of majority possesses the full rights of an adult, s/he may authorize those school matters previously handled by his/her parents, but s/he also assumes the responsibility for his/her performance in school, attendance, and compliance with school rules.

All K-12 students in Florida are entitled to a uniform, safe, secure, efficient, and high quality system of education, one that allows students the opportunity to obtain a high quality education. Parents are responsible to ready their children for school; however, neither the State of Florida nor the District can be a guarantor of any individual student's success.

Parental Access at School

Each parent has the right to pick-up, visit, and meet with his/her student at school, without interference of or the need for consent from the other parent, unless the school has received a certified copy of an enforceable court order that provides to the contrary. The principal may restrict the times, location, frequency, and length of parent visitations at school, based on legitimate pedagogical or scheduling reasons. The District will abide by enforceable "no contact orders" issued by a court of law which have been provided to the school.

Educational Decisions

Both parents have an equal right to make decisions about the education and welfare of their student, unless the school has received a certified copy of an enforceable court order that specifies that one of the parents, or someone else, has the sole right to make educational and/or general welfare decisions for the student.

If the parents cannot agree on a significant decision about the student's education or on matters affecting the health, safety, or welfare of the student, the school will take action based on what it considers to be in the best interests of the child.

Attendance

A. Termination of Enrollment

A student who attains the age of sixteen (16) years during the school year has the right to file a formal declaration of intent to terminate school enrollment if the declaration is signed by the parent. The parent has the right to be notified by the District of its receipt of the student's declaration of intent to terminate school enrollment. (see also Policy 5130 - Withdrawal from School)

B. Married or Pregnant

Students who become or have become married or who are pregnant and parenting have the right to attend school and receive the same or equivalent educational instruction as other students. (see also Policy 5751 - Parental-Married Status of Students)

C. Compulsory Attendance

Parents of students who have attained the age of six (6) years by February 1st of any school year but who have not attained the age of sixteen (16) years must comply with the compulsory school attendance laws. Parents have the option to comply with the school attendance laws by attendance of the student in a public school; a parochial, religious, or denominational school; a private school; a home education program; or a private tutoring program. (see also Policy 5112 - Entrance Requirements and Policy 5200 - Attendance)

D. Absence for Religious Purposes

A parent of a student may request and be granted permission for absence of the student from school for religious instruction or religious holidays. (see also Policy 5223 - Absences for Religious Instruction and Policy 5225 - Absences for Religious Holidays)

E. Dropout Prevention and Academic Intervention Programs

The parent of a student has the right to receive written notice by certified mail prior to placement of the student in a dropout prevention and academic intervention program. The parent will be notified in writing and entitled to an administrative review of any action by school personnel relating to the student's placement.

F. **Absence for Treatment of Autism Spectrum Disorder**

A parent of a student may request and be granted permission for absence of the student from school for an appointment scheduled to receive a therapy service provided by a licensed health care practitioner or behavior analyst certified pursuant to Florida law for the treatment of autism spectrum disorder including, but not limited to, applied behavioral analysis, speech therapy, and occupational therapy.

Health Issues

A. School-Entry Health Examinations

The parent of any student shall be exempt from the requirement of a health examination upon written request stating objections on religious grounds. (see also Policy 5112 - Entrance Requirements)

B. Immunizations

The parent of any student shall be exempt from the school immunization requirements upon meeting any of the specified exemptions. (see also Policy 5320 - Immunization and Health Examinations and Policy 5112 - Entrance Requirements)

C. Biological Experiments

Parents may request that their child be excused from performing surgery or dissection in biological science classes.

D. Reproductive Health and Disease Education

A public school student whose parent makes written request to the school principal shall be exempted from the teaching of reproductive health or any disease, including HIV/AIDS. (see also Policy 2417 - Comprehensive Health Education)

E. Contraceptive Services to Students

Students may not be referred to or offered contraceptive services at school facilities without the parent's consent.

F. Career Education Courses Involving Hazardous Substances

High school students must be given plano safety glasses or devices in career education courses involving the use of hazardous substances likely to cause eye injury.

G. Substance Abuse Reports

The parent of a student must be timely notified of any verified report of a substance abuse violation by the student.

H. Inhaler Use

Asthmatic students whose parent and physician provide their approval to the school principal may carry a metered dose inhaler on their person while in school. The school Principal shall be provided a copy of the parent's and physician's approval. (see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use)

I. Epinephrine Use and Supply

A student who has experienced or is at risk for life-threatening allergic reactions may carry an epinephrine auto-injector and self-administer epinephrine by auto-injector while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities, if the school has been provided with written parental and physician authorization.

The School District shall be indemnified by the parent of a student who is authorized to carry an epinephrine auto-injector for any and all liability with respect to the student's use of an epinephrine auto-injector pursuant to this policy.

The District and its employees and agents, including the physician who provides the standing protocol for school epinephrine auto-injectors are not liable for any injury arising from the use of an epinephrine auto-injector administered by trained school personnel who follow the adopted protocol and whose professional opinion is that the student is having an anaphylactic reaction:

1. unless the trained school personnel's action is willful and wanton;
2. notwithstanding that the parents or guardians of the student to whom the epinephrine is administered have not been provided notice or have not signed a statement acknowledging that the School District is not liable; and
3. regardless of whether authorization has been given by the student's parents or guardians or by the student's physician, physician's assistant, or advanced registered nurse practitioner.

(see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use)

J. Diabetes Management

The District may not assign a student who has diabetes to a particular school on the basis that the student has diabetes, that the school does not have a full-time school nurse, or that the school does not have trained diabetes personnel.

Diabetic students whose parent and physician provide their written authorization to the school Principal may carry diabetic supplies and equipment on their person and attend to the management and care of their diabetes while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities, to the extent authorized by the parent and physician and within the parameters set forth by State Board of Education rule. The written authorization shall identify the diabetic supplies and equipment that the student is authorized to carry and shall describe the activities the child is capable of performing without assistance, such as performing blood-glucose level checks and urine ketone testing, administering insulin through the insulin-delivery system used by the student, and treating hypoglycemia and hyperglycemia.

The District and its employees and volunteers shall be indemnified by the parent of a student who is authorized to carry diabetic supplies or equipment for any and all liability with respect to the student's use of such supplies and equipment pursuant to this policy.

(see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use)

K. Use of Prescribed Pancreatic Enzyme Supplements

A student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities, if the school has been provided with written authorization from the student's parent and prescribing practitioner.

The District and its employees and volunteers shall be indemnified by the parent of a student who is authorized to use prescribed pancreatic enzyme supplements for any and all liability with respect to the student's use of the supplements under this policy.

(see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use)

L. **Notification of Involuntary Examinations of Students**

The principal or the principal's designee shall immediately notify a parent of a student who is removed from school, school transportation, or a school-sponsored activity and taken to a receiving facility for an involuntary examination pursuant to F.S. 394.463. The principal or the principal's designee may delay notification for no more than twenty-four (24) hours after a student is removed if the principal or principal's designee deems the delay to be in the student's best interest and if a report has been submitted to the central abuse hotline, pursuant to F.S. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect.

M. **Sun-protective Measures in School**

A student may possess and use a topical sunscreen product while on school property or at a school-sponsored event or activity without a physician's note or prescription if the product is regulated by the United States Food and Drug Administration for over-the-counter use to limit ultraviolet light-induced skin damage. (see also Policy 2410 - School Health Services)

Discipline

A. **Suspension**

A student may be suspended only as provided by policy of the District. A good faith effort must be made to immediately inform the parent by telephone of the student's suspension and the reason. Each suspension and the reason must be reported in writing within twenty-four (24) hours to the parent by United States mail or given to the parent in person. A good faith effort must be made to use parental assistance before suspension unless the situation requires immediate suspension. (see also Policy 5610 - Removal, Out-of-School Suspension, and Expulsion of Students)

A student with a disability may only be recommended for suspension or expulsion in accordance with State Board of Education rules.

B. **Expulsion**

Public school students and their parents have the right to written notice of a recommendation of expulsion, including the charges against the student and a statement of the right of the student to due process. (see also Policy 5610 - Removal, Out-of-School Suspension, and Expulsion of Students)

Safety

Students who have been victims of certain felony offenses by other students, as well as the siblings of the student victims, have the right to be kept separated from the student offender, both at school and during school transportation.

Educational Choice

A. **Public School Choices**

Parents may seek whatever public school options are applicable and available to students in the School District.

These options may include:

1. controlled open enrollment
2. virtual instruction programs
3. magnet schools

4. alternative schools
5. advanced placement
6. dual enrollment
7. International Baccalaureate
8. CAPE digital tools
9. CAPE industry certifications
10. collegiate high school programs
11. the Florida Virtual School

Options also include the public educational choice options of the Opportunity Scholarship Program and the McKay Scholarships for Students with Disabilities Program. (see also Policy 2370 - Educational Options, Policy 2370.01 - Virtual Instruction, and Policy 5113 - School Choice Options Provided by the No Child Left Behind Act)

B. Private Educational Choices

Parents may seek private educational choice options under certain programs.

1. Under the McKay Scholarships for Students with Disabilities Program, the parent of a public school student with a disability may request and receive a McKay Scholarship for the student to attend a private school in accordance with State law.
2. Under the Florida Tax Credit Scholarship Program, the parent of a student who qualifies for free or reduced-price school lunch or who is currently placed, or during the previous State fiscal year was placed, in foster care may seek a scholarship from an eligible nonprofit scholarship-funding organization in accordance with State law.
3. Under the Gardiner Scholarship Program, the parent of a student with a qualifying disability may apply for a Gardiner Scholarship to be used for individual educational needs in accordance with State law.

C. Home Education

The parent may choose to place the student in a home education program, in accordance with State law. (see also Policy 9270 - Home Education Programs)

D. Private Tutoring

The parent of a student may choose to place the student in a private tutoring program in accordance with State law.

E. Request to Transfer to Different Classroom Teacher

Although parents do not have a right to choose a specific classroom teacher, parents may request that their child be transferred to a different classroom teacher. As part of the request, the parent must state with specificity the grounds supporting the request. Requests must be in writing utilizing Form 5780 F2. A completed, signed Form 5780 F2 must be provided to principal.

All requests for a student to be transferred to another classroom teacher shall be considered by the Principal or his/her designee. Within two (2) weeks of receiving a completed Form 5780 F2, the Principal or his/her designee shall notify the parent in writing as to whether the request is approved or denied. If denied, the Principal or his/her designee shall specify the reasons for the denial.

F. Request to Transfer to In-Field Classroom Teacher

A parent whose student is assigned an out-of-field teacher may request that their child be transferred to an in-field classroom teacher within the school and grade in which the student is currently enrolled. Although parents do not have a right to choose a specific classroom teacher, parents may request that their child be transferred. As part of the request, the parent must complete Form 5780 F3. A completed, signed Form 5780 F3 must be provided to principal.

All requests for a student to be transferred to another classroom teacher shall be considered by principal. Within two (2) weeks of receiving a completed Form 5780 F3, the principal shall notify the parent in writing as to whether the request is

approved or denied.

If an in-field teacher for the student's course and grade level is employed by the school and the transfer would not violate maximum class size requirements, the request shall be approved. The student shall be transferred no later than two (2) weeks from the date Form 5780 F3 is received.

If denied, the principal shall specify the reasons for the denial.

Nondiscrimination

All education programs, activities, and opportunities offered by the District are available without discrimination on the basis of race, ethnicity, national origin, gender, disability, marital status, sexual orientation, or transgender identity. (see also Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity and Policy 2260.01 - Section 504/ADA Prohibition Against Discrimination Based on Disability)

Students with Disabilities

A. Notice and Due Process

Parents of students with disabilities and parents of students in residential care facilities are entitled to notice and due process. (see also Policy 2460 - Exceptional Student Education)

B. Graduation

Students with disabilities are provided the opportunity to meet the graduation requirements for a standard high school diploma. Certain students with disabilities may be awarded a special diploma upon high school graduation. (see also Policy 2623 - Student Assessment)

C. Meetings with District Personnel

Parents of students with disabilities, or eligible students with disabilities, may be accompanied by another person of their choice at any meeting with District personnel.

District personnel will not object to the attendance of such adult or discourage or attempt to discourage through any action, statement, or other means, parents or an eligible student, from inviting another person of their choice to attend any meeting. Parents, eligible students, or other individuals invited to attend such meetings by parents or eligible students on school grounds shall sign-in at the front office of such school as a guest.

Parents, or eligible students, and District personnel shall sign Form 5780 F1 at the meeting's conclusion which states whether or not any District personnel have prohibited, discouraged, or attempted to discourage the parents, or eligible student from inviting a person of their choice to the meeting pertaining to their child's, or their own, educational environment, placement, or discipline.

Blind Students

Students who are blind have the right to an individualized written education program and appropriate instructional materials to attain literacy.

Limited English Proficient Students

Limited English proficient students have the right to receive English for Speakers of Other Languages (ESOL) instruction designed to develop the student's mastery of listening, speaking, reading, and writing in English as rapidly as possible. The students' parents have the right of parental involvement in the ESOL program.

Students with Reading Deficiencies

Each elementary school shall regularly assess the reading ability of each K-3 student. The parent of any K-3 student who exhibits a reading deficiency shall be immediately notified of the student's deficiency with a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading; shall be consulted in the development of a progress monitoring plan; and shall be informed that the student will be given intensive reading instruction until the deficiency is corrected.

Pledge of Allegiance

A student will be excused from reciting the pledge of allegiance, including standing and placing hand over his/her heart, upon written request by the student's parent, in accordance with State law.

Student Records

- A. Each parent has an equal right of access, right to waive access, right to challenge and hearing and right of privacy in the education records of his or her student who is a minor or a dependent adult pursuant to law, unless the school has received a certified copy of an enforceable court order that provides to the contrary. (see also Policy 8330 - Student Records)
- B. A student is not required to provide his/her social security number as a condition for enrollment or graduation. (see also Policy 8330 - Student Records)

Student Report Cards

Students and their parents have the right to receive student report cards on a regular basis that clearly depict and grade the student's academic performance in each class or course, the student's conduct, and the student's attendance.

Student Progress Reports

Parents shall be informed at regular intervals of the academic progress and other needed information regarding their child, including ways they can help their child to succeed in school. (see also Policy 5420 - Reporting Student Progress)

Student Accountability and School Improvement Rating Reports

Parents of public school students are entitled to an easy-to-read report card about the school's grade designation or, if applicable, school's improvement rating, and the school's accountability report, including the school financial report.

High School Athletics**A. Eligibility**

A student is eligible in the school in which s/he first enrolls each school year, the school in which the student makes himself/herself a candidate for an athletic team by engaging in practice before enrolling, or the school to which the student has transferred with approval of the Board, in accordance with State law. (see also Policy 2431 - Interscholastic Athletics)

B. Medical Evaluation

Students must satisfactorily pass a medical evaluation each year before participating in athletics, unless the parent objects in writing based on religious tenets or practices, in accordance with State law. (see also Policy 2431 - Interscholastic Athletics)

Extra-Curricular Activities**A. Eligibility**

Students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities. (see also Policy 2430 - District-Sponsored Clubs and Activities)

B. Home Education Students

Home education students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the public school to which the student would be assigned or could choose to attend according to Board policies, or may develop an agreement to participate at a private school.

C. Charter School Students

Charter school students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the school to which the student would be assigned or could choose to attend according to Board policies, unless such activity is provided by the student's charter school.

D. Florida Virtual School Full-Time Students

Florida Virtual School full-time students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the public school to which the student would be assigned or could choose to attend according to Board policies.

Instructional Materials**A. Core Courses**

Each student is entitled to sufficient instructional materials in the core courses of mathematics, language arts, social studies, science, reading, and literature.

B. Curricular Objectives

The parent of each student has the right to receive effective communication from the school principal as to the manner in which instructional materials are used to implement the school's curricular objectives.

C. Dual Enrollment Students

Instructional materials purchased by the District or a Florida College System institution board of trustees on behalf of dual enrollment students is available to the dual enrollment students free of charge.

Juvenile Justice Programs

Students who are in juvenile justice programs have the right to receive educational programs and services, in accordance with State law.

Parental Input and Meetings

A. Meetings with School District Personnel

Parents may be accompanied by another adult of their choice at a meeting with School District personnel.

B. District Educational Facilities Program

Parents and other members of the public have the right to receive proper public notice and opportunity for public comment regarding the District's educational facilities work program, in accordance with State law.

Transportation

A. Transportation to School

Students are provided transportation to school in accordance with the provisions of State law. (see also Policy 8600 - Transportation)

B. Hazardous Walking Conditions

Students in grades K-6 are provided transportation if they are subjected to hazardous walking conditions, in accordance with State law.

C. Parental Consent

Each parent of a public school student must be notified in writing and give written consent before the student may be transported in a privately owned motor vehicle to a school function in accordance with State law. (see also Policy 8660 - Transporting Students by Private Vehicles)

Orderly, Disciplined Classrooms

Students will be in orderly, disciplined classrooms conducive to learning without the distraction caused by disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students. (see also Policy 5600 - Student Discipline)

Economic Security Report

Prior to registration, each middle school and high school student or the student's parent will be provided a two (2) page summary of the Department of Economic Opportunity's economic security report of employment and earning outcomes and electronic access to the report.

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Revised 4/12/16

Revised 2/14/17

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F.S. 381.0056

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F.S. 1003.3101

F.S. 1003.32

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F.S. 1003.56

F.S. 1003.57

F.S. 1003.58

F.S. 1006.062(7)

F.S. 1006.09

F.S. 1006.13

F.S. 1006.15

F.S. 1006.20

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F.S. 1006.22

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F.S. 1006.40

F.S. 1007.271

F.S. 1008.22

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Title	Copy of TECHNOLOGY
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Adopted	August 13, 2013
Last Revised	February 14, 2017

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, unsupervised use of technology resources may be limited or denied if such use is not under the direct supervision of school staff. 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.

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Book Policy Manual
 Section Vol. 18 No. 1 REVISED
 Title Wellness
 Number *po8510 02 01 18 PM
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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.

8510 - WELLNESS

As required by law, the School Board establishes the following wellness policy for the School District.

The Board recognizes that good nutrition and regular physical activity affect the health and well-being of the District's students. Furthermore, research suggests that there is a positive correlation between a student's health and well-being and his/her ability to learn. Moreover, schools can play an important role in the developmental process by which students establish their health and nutrition habits by providing nutritious meals and snacks through the schools' meal programs, by supporting the development of good eating habits, and by promoting increased physical activity both in and out of school.

The Board, however, believes this effort to support the students' development of healthy behaviors and habits with regard to eating and exercise cannot be accomplished by the schools alone. It will be necessary for not only the staff, but also parents and the public at large to be involved in a community-wide effort to promote, support, and model such healthy behaviors and habits.

The Board sets the following goals in an effort to enable students to establish good health and nutrition habits:

A. Nutrition Education

1. Nutrition education shall be included in the sequential, comprehensive Health curriculum in accordance with the curriculum standards and benchmarks established by the State.
2. Nutrition education shall extend beyond the classroom by engaging and involving the school's food service staff and community-based services.
3. Nutrition education posters, such as the New Meal Pattern Basics, will be displayed in the cafeteria.
4. The school cafeteria shall serve as a learning lab by allowing students to apply the knowledge, attitudes, and skills taught in the classroom when making choices at mealtime.

B. Physical Activity

1. Physical Education
 A sequential, comprehensive physical education program (including physical activities) shall be provided for students including those with disabilities, special health care needs, and in alternative educational settings (to the extent consistent with students' IEPs), in accordance with the standards and benchmarks established by the State.

2. Physical Activity

Physical activity and movement shall be integrated, when possible, across the curricula and throughout the school day.

C. Other School-Based Activities

1. The schools shall schedule mealtimes so there is minimum disruption by bus schedules, recess, and other special programs or events.
2. The school shall provide attractive, clean environments in which the students eat.
3. Schools in our system utilize electronic identification and payment systems, therefore, eliminating any stigma or identification of students eligible to receive free and/or reduced meals.
4. A wellness committee shall exist at each work site to research and implement best practices for student and staff wellness at that location.

D. 1. (X) encourage students to increase their consumption of healthful foods during the school day.;

(X) create an environment that reinforces the development of healthy eating habits, including offering the following healthy foods that comply with the USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards:

(X) a variety of fresh produce to include those prepared without added fats, sugars, refined sugars, and sodium.;

(X) a variety of vegetables daily to include specific subgroups as defined by dark green, red/orange, legumes, and starchy.;

(X) whole grain products – half of all grains need to be whole grain-rich upon initial implementation and all grains must be whole grain-rich.;

(X) fluid milk that is fat-free (unflavored and flavored) and low-fat (unflavored).;

(X) meals designed to meet specific calorie ranges for age/grade groups.;

(X) eliminate trans-fat from school meals.;

(X) require students to select a fruit or vegetable as part of a complete reimbursable meal.;

(X) designate wellness champions at each school that will promote resources through the District's website for wellness for students, families and the community.;

(X) provide opportunities for students to develop the knowledge and skills for consuming healthful foods.

(X) The District nutrition department will promote and encourage Farm to School efforts in order to provide the healthy foods identified above.

(X) All foods and beverages sold to students as fund-raisers outside of the school meals program during the regular and extended school day for consumption on the school campus shall meet the USDA Competitive Food regulations, the Alliance for A Healthier Generation's Competitive Foods and Beverages Guidelines, and the USDA Smart Snacks in School nutrition standards.

(X) Rewarding children in the classroom should not involve candy and other foods that can undermine children's diets and health and reinforce unhealthy eating habits. A wide variety of alternative rewards can be used to provide positive reinforcement for children's behavior and academic performance.

(X) Promotions/Partnerships

(X) Through partnership with Girls On The Run and Cross Country Track Meet, each school has the opportunity to start and implement a mileage or running club.

(X) Through USTA partnerships, each K-12 school has the opportunity to work with Vero Beach Tennis Club to teach and implement tennis curriculum appropriate to grade level.

2.

(X) Through grants from Department of Health and local businesses, each elementary school has the opportunity to implement a bike safety program.

Furthermore, with the objectives of enhancing student health and well-being, and reducing childhood obesity, the following guidelines are established:

- A. In accordance with Policy 8500, entitled Food Service, the food service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages as well as to the fiscal management of the program.
- B. The sale of foods of minimal nutritional value in the food service area during the lunch period is prohibited.
- C. As set forth in Policy 8531, entitled Free and Reduced Price Meals, the guidelines for reimbursable school meals are not less restrictive than the guidelines issued by the U.S. Department of Agriculture (USDA).
- D. All foods offered on the school campus during the school day shall comply with the current USDA Dietary Guidelines for Americans, including competitive foods that are available to students a la carte in the dining area, as classroom snacks, or from vending machines, for classroom parties, or at holiday celebrations.
- E.
 - 1. All food and beverages that are provided, other than through sale, on the school campus during the school day (which may include for classroom parties and at holiday celebrations) shall comply with the (X) current USDA Dietary Guidelines for Americans.
- F. The food service program will strive to be financially self-supporting; however, if it is necessary to subsidize the operation, it will not be through the sale of foods with minimal nutritious value.
- G. The food service program will provide all students affordable access to the varied and nutritious foods they need to be healthy and to learn well.
- H. ~~All foods available on campus during the school day shall comply with the current USDA Dietary Guidelines for Americans, including competitive foods that are available to students a la carte in the dining area, as classroom snacks, from vending machines, for classroom parties, or at holiday celebrations.~~
- I. All food items and beverages available for sale to students for consumption on campus between midnight and sixty (60) minutes after the close of the regular school day shall comply with the current USDA Dietary Guidelines for Americans, including, but not limited to, competitive foods that are available to students a la carte in the dining area, as well as food items and beverages from vending machines, from school stores, or as fund-raisers by student clubs and organizations, parent groups, or boosters clubs.
- J. The school food service program may involve students, parents, staff, and/or school officials in the selection of competitive food items to be sold in the schools.
- K. The school shall prepare and distribute to staff, parents, and after-school program personnel a list of snack items that comply with the current USDA Dietary Guidelines for Americans.
- L. The food service program shall be administered by a director who is properly qualified, certificated, licensed, or credentialed, according to current professional standards.
- M. All food service personnel shall receive pre-service training in food service operations.
- N. Continuing professional development shall be provided for all staff of the food service program.

The Superintendent has the operational responsibility for measuring and evaluating the District's implementation and progress under this policy.

The superintendent shall assign members of an ad hoc committee to review this policy annually and recommend changes to the superintendent. The committee shall include representatives of the administration, the food and nutritional services department, parents, students, health and physical education teachers, mental health and social services staff, and the public. In its review, the committee shall consider evidence-based strategies in determining its recommendations.

After measuring and evaluating the progress toward achieving the goals set forth herein and reviewing the changes from the committee, the superintendent shall submit to the board on an annual basis a summary of the evaluation and any recommended changes to this policy.

The contents of this policy shall be communicated annually to all personnel whose job responsibilities relate directly to students.

- 42 U.S.C. 1751 et seq.
- 42 U.S.C. 1771 et seq.
- F.S. 1001.41
- F.S. 1001.42
- F.S. 1001.43
- F.S. 1006.06
- F.S. 1006.0605
- F.S. 1006.0606
- F.A.C. 6A-7.0411

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Revised 3/4/14 Revised 3/24/15 Revised 4/12/16 Revised 2/14/17

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9130 - PUBLIC COMPLAINTS

Any person or group, having an interest in the operations of this District shall have the right to present a request, suggestion, or complaint concerning District personnel, the program, or the operations of the District. At the same time, the School Board has a duty to protect its staff from unnecessary harassment. It is the intent of this policy to provide the means for judging each public complaint in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the District by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences shall more formal procedures be employed.

Any requests, suggestions, or complaints reaching the Board, Board members, and the administration shall be referred to the Superintendent for consideration according to [applicable policies](#)~~the following procedure~~.

Matters Regarding a Staff Member

A. First Level

If it is a matter specifically directed toward an instructional or support staff member or an administrator, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within the staff member's authority and District policies or administrative procedures.

B. Second Level

If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor and in compliance with provisions of a collective bargaining agreement, if applicable.

C. Third Level

If a satisfactory solution is not achieved by discussion with the staff member's supervisor, a written request for a conference shall be submitted to the Superintendent. This request should include:

1. the specific nature of the complaint and a brief statement of the facts giving rise to it;
2. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
3. the action which the complainant wishes taken and the reasons why it is felt that such action be taken.

If the complainant contacts an individual Board member to discuss the matter, the Board member shall inform the complainant that s/he has no authority to act in his/her individual capacity and that the complainant must follow the procedure described in this policy.

Matters Involving Suspected Child Abuse, Substance Abuse, or Affects the Health, Welfare, and Safety of a Student

Alleged misconduct by District employees which involves suspected child abuse or substance abuse or affects the health, safety, or welfare of a student shall be reported to the Superintendent. The matter shall be investigated and, if necessary, appropriate action taken.

Matters Regarding the Superintendent

Should the matter be a concern regarding the Superintendent that cannot be resolved through discussion with the Superintendent, the complainant may submit a written request to the Board Chair for a conference with the Board. This request shall include:

- A. the specific nature of the complaint and a brief statement of the facts giving rise to it;
- B. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
- C. the reason that the matter was not able to be resolved with the Superintendent;
- D. the action which the complainant wishes taken and the reasons why it is felt that such action should be taken.

The Board, after reviewing the request, may grant a meeting before the Board.

The complainant shall be advised, in writing, of the Board's decision within thirty (30) business days.

Matters Regarding District Services or Operations

If the request, suggestion, or complaint relates to a matter of District procedure or operation, it should be addressed, initially, to the person in charge and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding an Instructional Staff Member".

Matters Regarding the Educational Program

If the request, suggestion, or complaint relates to a matter of District program, it should be addressed, initially, to the Principal and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding an Instructional Staff Member".

Questioned and Challenged Instructional Materials.

Despite careful selection of instructional material by qualified personnel using the proper procedures and selection criteria, occasional requests for reconsideration of materials may arise from an individual or group. It is recommended that the school administrator or staff member receiving a request for reconsideration regarding instructional materials attempt to resolve the issue informally. In the event the issue is unable to be resolved at the school level, the following procedures will be observed:

- A. Invite the individual to submit his/her concerns in writing to the Superintendent using the appropriate form that is available from the Office of the Assistant Superintendent for Curriculum and Instruction.
- B. The request for reconsideration will be referred to a review committee.
- C. The review committee will make a recommendation to the Superintendent, and the Superintendent will then submit his/her recommendation with respect to the request for reconsideration of materials to the Board, and the Board shall make a final decision on the disposition of the request for reconsideration.

To the fullest extent provided by law, the decision of the Board on a request for reconsideration of material shall not be considered a final agency order pursuant to F.S. 120.68.

No challenged material may be removed from the curriculum or from a collection of resource materials except by action of the Board, and no challenged material may be removed solely because it presents ideas that may be unpopular or offensive to some. Any Board action to remove material will be accompanied by the Board's statement of its reasons for the removal.

The Board shall discontinue use of any material challenged under this policy if it contains content that is pornographic or prohibited under F.S. 847.012, is not suited to student needs and their ability to comprehend the material presented, or is inappropriate for the grade level and age group for which the material is used.

For challenges to or complaints regarding instructional materials, please see Policy 2520 - Selection and Adoption of Instructional Materials.

Confidentiality

Pursuant to State law, a complaint of misconduct against a District employee, and all information obtained pursuant to an investigation by the District of the complaint of misconduct, are confidential and exempt from inspection or copying until the investigation ceases to be active, or until the District provides written notice to the employee who is the subject of the complaint, in the manner set forth below, that the District has either:

- A. concluded the investigation with a finding not to proceed with disciplinary action or file charges, or
- B. concluded the investigation with a finding to proceed with disciplinary action and/or to file charges. If the investigation results in such a finding, the District shall also file a legally sufficient complaint regarding the misconduct as required by State law and Policy 8141 - Mandatory Reporting of Misconduct by Certificated Employees.

Any material that is derogatory to an employee shall not be open to inspection for an additional ten (10) days after the employee has been notified either:

- A. by certified mail, return receipt requested, to his/her address of record; or
- B. by personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

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9150 - **SCHOOL VISITORS**

The School Board welcomes and encourages visits to school by parents, other adult residents of the community, and interested educators. But in order for the educational program to continue undisturbed when visitors are present and to prevent the intrusion of disruptive persons into the schools, it is necessary to invoke visitor controls.

The control of the school is vested in the Principal who has the ultimate responsibility for the administration and supervision of all decisions and activities on the school campus. The Principal has the authority to prohibit the entry of any person to a school of this District or to expel any person when there is reason to believe the presence of such person would be detrimental to the good order of the school. If such an individual refuses to leave the school grounds or creates a disturbance, the Principal is authorized to request from the local law enforcement agency whatever assistance is required to remove the individual. The Principal also has the right to control the time of day, length of the visit, and to determine if the parent is to be accompanied.

Unauthorized presence on school premises is strictly prohibited. All visitors desiring access to school premises must first receive permission from the Principal, sign in and out at the school office, and wear a visitor's nametag while present on school premises. Persons desiring to meet with a teacher or student on school premises must arrange for an appointment through the Principal.

Parents and guardians desiring to visit their child during the school day on school premises must follow the procedures set forth above. Non-custodial parents may not remove the child from the school without the lawful consent of the custodial parent or guardian or legal authorization in the form of an order or judgment of a court of competent jurisdiction.

Observation of a teacher's class by a parent or guardian shall be allowed only after receiving the building principal's consent and providing a twenty-four (24) hour notice, unless the teacher to be observed agrees to less notice.

Rules regarding entry of persons other than students, staff, and faculty upon school grounds or premises shall be posted conspicuously at or near the entrance to such grounds or premises if there are no formal entrances, and at the main entrance to each school building. In addition, the rules shall be posted in a central location in each school and made available to students, upon request.

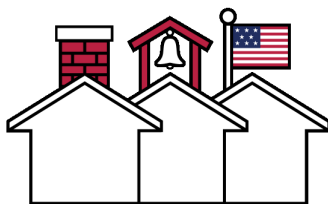
Visitation by Board Members

Individual Board members may visit a District school at any time. Board members may not be required to give prior notice of the visit. Another Board member or District employee may not limit the duration or scope of the visit or direct a visiting Board member to leave the premises.

The Board member must sign in and sign out at the school's main office and wear his/her Board identification badge at all times while present on school premises. The Board member shall be visiting as an interested individual in a similar capacity to any parent or citizen of the community. These visits should not be considered to be inspections nor as supervisory in nature.

Pursuant to Bylaw 0172, if during a visit to a school or program, a Board member observes a situation or condition which causes concern, s/he should discuss the situation first with the Superintendent, as soon as convenient or appropriate.

Last Modified by Brenda Davis on February 2, 2018



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9270 - HOME EDUCATION PROGRAMS

A "home education program" means the sequentially progressive instruction of a student directed by his/her parent in order to satisfy the attendance requirements set forth in State law.

Home education programs are an available public school choice option for parents of students in the District and are excluded from meeting the day or hour requirements of the school day or school year.

Establishment of a Home Education Program

Parents residing in the District seeking to establish a home education program for their child shall notify the Superintendent of their intent to establish and maintain a home education program.

[X] If the student has previously not been enrolled in the District, when making such notification, the parent shall also comply with the residency verification required by State law and Policy 5112 - Entrance Requirements.

The notice shall be in writing, signed by the parent, and shall include the names, addresses, and birthdates of all children who shall be enrolled as students in the home education program. Parents establishing and maintaining a home education program are not required to hold a valid regular Florida teaching certificate.

The notice shall be filed in the Superintendent's office within thirty (30) days of the establishment of the home education program.

A written notice of termination of the home education program shall be filed in the Superintendent's office within thirty (30) days after said termination.

Portfolios

Parents who establish a home education program shall maintain a portfolio of records and materials. The portfolio shall consist of the following:

- A. A log of educational activities that is made contemporaneously with the instruction and that designates by title any reading materials used.
- B. Samples of any writings, worksheets, workbooks, or creative materials used or developed by the student.

The portfolio shall be preserved by the parent for two (2) years and shall be made available for inspection by the Superintendent, if requested, upon fifteen (15) days' written notice.

Annual Educational Evaluation

Parents who establish a home education program shall provide for an annual educational evaluation documenting their child's demonstration of educational progress at a level commensurate with his/her ability. The parent shall select the method of evaluation and shall file a copy of the evaluation annually with the Superintendent's office in the District. The annual educational evaluation shall consist of one of the following:

- A. A teacher selected by the parent shall evaluate the student's educational progress upon review of the portfolio and discussion with the student. Such teacher shall hold a valid regular Florida certificate to teach academic subjects at the elementary or secondary level.
- B. The student shall take any nationally normed student achievement test administered by a certified teacher.
- C. The student shall take a State student assessment test used by the District and administered by a certified teacher, at a location and under testing conditions approved by the District.
- D. The student shall be evaluated by an individual holding a valid, active license pursuant to the provisions of State law.
- E. The student shall be evaluated with any other valid measurement tool as mutually agreed upon by Superintendent and the parent.

The Superintendent's designee shall review and accept the results of the annual educational evaluation of the student in a home education program. If the student does not demonstrate educational progress at a level commensurate with his/her ability, the Superintendent shall notify the parent, in writing, that such progress has not been achieved and request that the parent submit the student's portfolio for review. Pursuant to State law, the parent must submit the portfolio within fifteen (15) days of receiving this notice.

The parent shall have one (1) year from the date of receipt of the written notification to provide remedial instruction to the student. At the end of the one (1) year probationary period, the student shall be reevaluated as specified in State law. Continuation in a home education program shall be contingent upon the student demonstrating educational progress commensurate with his/her ability at the end of the probationary period.

Home Education Student Participation in Certain Activities

In accordance with Florida law, home education program students may participate in certain activities associated with the District. These activities include, but are not limited to, the following:

- A. interscholastic extra-curricular student activities
- B. dual enrollment programs
- C. District virtual instruction programs

Academic placement of the child for the current school term will be made by the school, in accordance with the transfer requirements as stated in the current District Student Progression Plan. The specific topic references are: All Transfer Students K-6; Transfer Students, Middle/High Students; and Transfer Students, Senior High School Students.

Parents/Guardians are responsible for the transportation of students in home education/private schools programs both to and from the public school providing the course(s) of interest. The school principal will establish the time and place for the arrival and departure of home education/private school student accepted into the part-time program. All home education/private school students who attend the District on a part-time basis are subject to the same relevant rules and regulations as full-time students.

Exceptional Student Education

Parents of students not enrolled in the District who suspect that their child has a disability should (1) contact the District's exceptional student education office and request that their child be tested and evaluated or (2) contact FLDOE's regional testing and resource center for testing and evaluation and request that their child be evaluated in accordance with State law. If requested to do so by a parent of student suspected of having a disability, the District shall perform testing and evaluation services for the child.

If it is determined that a child meets eligibility requirements for exceptional student education, his/her parent(s) may enroll the child in the District's ESE program to receive a free appropriate public education, choose to educate the child in a home education program, or choose to access other educational options provided by State law, such as Personal Learning Scholarship Account (PLSA), McKay Scholarship Program, or Virtual Education. The District is not obligated to provide services to students with disabilities who are served in any way other than in the District's ESE program.

If the parent of a child with a disability who is currently enrolled in a home education program chooses to enroll the child full time in the District, the District shall provide a free appropriate public education in accordance with the terms of Policy 2460 - Exceptional

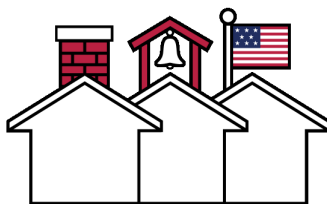
Student Education, the Individuals with Disabilities Education Improvement Act (IDEIA), Section 504 of the Rehabilitation Act of 1973, and any other applicable Florida and Federal laws.

Revised 4/12/16

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Legal F.S. 490.003, 1001.41, 1002.20, 1002.41, 1002.45, 1003.01, 1003.21, 1006.03
F.S. 1006.15, 1007.27, 1007.271
FL DOE Home Education and ESE Services FAQs

Last Modified by Brenda Davis on March 15, 2018



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9800 - **CHARTER SCHOOLS**

F.S. 1002.33 empowers the School Board with oversight responsibility for all charter schools situated within Indian River County. The Board designates the Superintendent to receive and review all charter applications. The Superintendent shall recommend to the Board the approval or denial of each charter application and charter contract as required by State law. The Board shall have final authority, by majority vote, to approve or deny any application and charter contract.

Approved charter schools are public schools and shall receive goods and services from the Board as required by law and/or specified through a contract with the Board.

If approved, the initial charter shall be for a term of four (4) or five (5) years. The Board may renew charters under the conditions and for terms as set forth in State law.

In addition, a charter school that satisfied the requirements set forth in State law for designation as a high-performing charter school may receive a modification of its term to fifteen (15) years or a fifteen (15) year charter renewal. The charter may be modified or renewed for a shorter term at the option of the high-performing charter school.

The Board shall enter into a charter with a charter operator and the focus is on three (3) areas of charter school operation: academic accountability, fiscal management, and governance. The Board, as sponsor, shall perform the duties provided in F.S. 1002.33.

Student academic achievement for all students is the most important factor when determining whether to renew or terminate a charter. Additionally, the Board has the right to non-renew or terminate any charter if the charter school:

- A. fails to participate in the State's education accountability system created in F.S. 1008.31, or fails to meet the requirement for student performance as specified in the charter;
- B. fails to meet generally accepted standards of fiscal management;
- C. violates the law;
- D. materially breaches the charter, as described in State law; and/or
- E. for other good cause shown.

Application Procedure

Potential applicants should send letters notifying the Board of their intent to submit an application to open a public charter school not later than July 1st. Such correspondence should be directed to the office of the Superintendent.

Failing to send the letter of intent will in no way negatively impact the application.

A. Draft Charter School Applications

~~Applicants may submit a draft charter school application on or before May 1st with an application fee of \$500.00. If a draft application is submitted by May 1st, the Board will review and provide feedback as to material deficiencies in the application by July 1st. The applicant shall then have until August 1st to resubmit a review and final application. The Board may approve the draft application.~~

B. Final Charter School Application

Final applications for a public charter school that are to be opened at the beginning of the District's next school year, or to be opened at a time agreed to by the application and the District, will be accepted no later than ~~4:00~~~~5:00~~ p.m., on the submission deadline of August 1st, or before. If the submission deadline falls on a non-business day, the deadline shall be postponed to ~~4:00~~~~5:00~~ p.m. on the next business day. Applications may be mailed or hand delivered but receipt by the Board must be on or before the deadline. Beginning in 2018 and thereafter, the District shall receive and consider applications received on or before February 1st of each calendar year for charter schools to be opened eighteen (18) months later at the beginning of the District's school year, or to be opened at a time agreed to by the applicant and the District. The District will not refuse to receive an application submitted before February 1st and will not accept applications received later than February 1st.

1. An individual, teachers, parents, a group of individuals, a municipality, or a legal entity organized under the laws of this State anticipating submission of an application are urged to contact the District assigned charter school liaison for assistance prior to completion of an application.
2. Charter school applicants must participate in training provided by the Florida Department of Education (FLDOE) before filing an application, unless they have participated in qualified training provided by the District.
3. The Board and/or any of its designees shall not take unlawful reprisal against another Board employee because that employee is either directly or indirectly involved with a charter school application.
4. Applicants must submit an application on the FLDOE's ~~Model~~Standard-Florida Charter School Application template and forms.
5. The Board shall not charge any fees for processing or consideration of a charter school application. The Board's approval of a charter shall not be predicated on the promise of any future pay of any kind.
6. The applicant and Board may mutually agree, in writing, to extend the statutory timeline to consider the charter application. Such agreement shall detail the extension date or timeframe.
7. Charter schools shall not use or bear the name of an existing traditional public, charter, or private/parochial school in Indian River County.

C. The following pertains to the submission of an application:

Applications shall be submitted to:

The Superintendent of Schools
6500 57th Street
Vero Beach, Florida 32967

The Board shall review all applications using the evaluation instrument developed by the FLDOE.

Application Contents**A. State Application Form**

Applications must be submitted using the Standard~~Model~~ Charter School Application form developed and distributed by the FLDOE.

B. Statement of Assurances

Applicants are required to sign under the penalties of perjury the Statement of Assurances form contained within the Standard~~Model~~ Charter School Application developed and distributed by the FLDOE, thereby attesting to the following:

1. The charter school will be nonsectarian in its programs, admission policies, employment practices, and operations.

2. The charter school will enroll any eligible student who submits a timely application unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.
3. The charter school will adhere to the antidiscrimination provisions of F.S. 1000.05.
4. The charter school will adhere to all applicable provisions of State and Federal law relating to the education of students with disabilities, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
5. The charter school will adhere to all applicable provisions of Federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.
6. The charter school will participate in the Statewide assessment program created under F.S. 1008.22.
7. The charter school will comply with Florida statutes relating to public records and public meetings, including F.S. Chapter 119 and F.S. 286.011 which are applicable to applicants even prior to being granted a charter.
8. The charter school will obtain and keep current all necessary permits, licenses, and certifications related to fire, health, and safety within the building and on school property.
9. The charter school will provide for an annual financial audit in accordance with F.S. 218.39.

C. Draft Charter

The application must include a draft of the proposed charter and all forms required by the FLDOE. The information contained in the proposed charter must be in substantially the same format as the Florida Standard Model Charter Contract FormFormat (~~Form IEPC-SC~~) prescribed by the FLDOE.

D. Proposed Contracts for Services

Applicants anticipating a request for District services (i.e., transportation, payroll services, use of facilities, etc.) must include a proposed contract for each service desired.

Final Application Evaluation Process

- A. The District shall receive and review all applications using an evaluation instrument developed by the FLDOE.
- B. The Board shall evaluate all timely applications as submitted. During the evaluation process, 1) applications cannot be amended and 2) missing documentation and unsolicited information will not be accepted or considered. However, as required by law, the Board shall allow the applicant, upon receipt of written notification, seven (7) calendar days to make technical or nonsubstantive corrections and clarifications, including, but not limited to corrections of grammatical, typographical, and like errors or to add missing signatures, if such errors are identified as cause to deny the application.
- C. The Board shall deny any application that does not comply with the statutory requirements and/or Board's instructions for charter school applications.

D. Additional Information

1. The Board may solicit information regarding 1) history and background of individual applicants and/or founding/governing boards and its individual members including, but not limited to, a demonstration of the professional experience or competence of those individuals or organizations applying to operate the charter school or those hired or retained to perform professional services; and 2) the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the charter school. A description of internal audit procedures and establishment of controls to ensure that the financial resources are properly managed must be included. This information may be used to evaluate the applicant's ability to operate a charter school.
2. The Board may solicit additional information during the review and evaluation of the charter school application such as whether the applicant currently operates charter schools in Florida and if the proposed school will be a replication of an existing school design. This information may be used to evaluate the applicant's ability to operate a charter school.
3. The applicant may provide evidence of prior experience in establishing and operating public charter schools. Evidence of prior experience and success in establishing and operating charter schools shall be weighed in making a determination to recommend approval or denial of an application.

E. Application Review Committee (ARC)

The purpose of this committee is to identify deficiencies in the written 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 ARC shall be comprised of members of the Superintendent's cabinet or their appropriate designees, and other representatives from the following areas of expertise:

1. ~~District/School Operations~~ School Liaison (Chair)
2. Curriculum and Instruction
3. Facilities
4. Financial Operations
5. Human Resources
6. Exceptional Student Education
7. Student Services
8. Risk Management
9. Federal Title ~~Title~~ Programs
10. Assessment and Accountability
11. Technology
12. Food and Nutrition
13. Transportation

A majority of the entire membership constitutes a quorum for voting purposes. The chair shall be a non-voting member except in case of a tie vote.

Applicants shall be notified and given the opportunity to attend the review. The applicant will be encouraged to have at least one (1) governing board member present. The ARC may, at its sole discretion, evaluate the application without any additional input from the applicant if at least one (1) governing board member of the charter school is not available.

By majority vote, the ARC shall make a recommendation to the Superintendent to approve or deny each application.

All applications will be submitted to the Board by the Superintendent with a recommendation for approval or denial no later than ninety (90) ~~sixty (60)~~ calendar days after the application is received, unless the applicant and the Board mutually agree, in writing, to postpone the vote to a specific date, at which time the Board shall approve or deny the application.

An application submitted by a high-performing charter school that has satisfied the requirements set forth in State law for such designation, a high-performing charter school system as set forth in F.S. 1002.332, may be denied by the Board only if the Superintendent demonstrates by clear and convincing evidence that the application failed to meet one (1) or more of the criteria set forth in F.S. 1002.33(6)(b)(3)(b):

1. The application does not materially comply with the requirements set forth in F.S. 1002.33(3)(a).
2. The charter school proposed in the application does not materially comply with the requirements in F.S. 1002.33(9).
3. The proposed charter school's educational program does not substantially replicate that of the applicant's high-performing charter school.
4. The applicant has made a material misrepresentation or false statement or concealed an essential or material fact during the application process.
5. The proposed charter school's educational program and financial management practices do not materially comply with the requirements of F.S. 1002.33.

If the Board denies an application submitted by a high-performing charter school, the specific reasons or a high-performing charter school system, based upon the criteria set forth in F.S. 1002.33(3)(b), for the denial shall be provided in writing to the applicant and the FLDOE within ten (10) calendar days after such denial.

Appeal of a Decision to Deny an Application

Pursuant to State law, an applicant may, no later thirty (30) calendar days after receiving the Board's final order denying an application or upon the Board's failure to act on an application, appeal the Board's decision to the State Board of Education. The applicant shall notify the Board of the appeal.

Such appeals shall be conducted in accordance with F.S. 1002.33(6) and applicable State Board rules.

In accordance with State Board rule, the State Board of Education shall by majority vote accept or reject the decision of the Board no later than ninety (90) calendar days after the appeal is filed. The State Board of Education shall remand the application to the Board with its written decision that the Board approve or deny the application. The Board shall implement the decision of the State Board of Education. The decision of the State Board of Education is not subject to the provisions of the Administrative Procedure Act.

If the Board denies an application submitted by a high-performing charter school or a high-performing charter school system, the Board shall, within ten (10) calendar days after such denial, state in writing the specific reasons, based upon the criteria of F.S. 1002.33 supporting its denial of the final application and must provide the letter of denial and supporting documentation to the applicant and to the Department. The applicant may appeal the Board's denial of the application in accordance with ~~directly to the State Board of Education pursuant to~~ F.S. 1002.33 ~~and, if an appeal is filed, must provide a copy of the appeal to the Board.~~

Appeal of a Proposed Termination or Nonrenewal of a Charter

At least ninety (90) days ~~before~~ ~~prior to~~ renewing, nonrenewing or terminating a charter, the Board shall notify the charter school's governing board in writing of its proposed action. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the charter school's governing board may, within fourteen (14) calendar days after receiving the notice, request a hearing. The hearing shall be conducted at the Board's election by the Board within sixty (60) days after the request for a hearing. The hearing shall be conducted in accordance with F.S. 120.569 and 120.57. The Board shall decide the matter by majority vote. The outcome of the Board's vote shall be issued as a final order, and recorded as such.

The final order shall state the specific reasons for the Board's action and shall be provided to the charter school's governing board and the FLDOE no later than ten (10) calendar days after it is issued. The charter school's governing board may, within thirty (30) calendar days after receiving the Board's final order, appeal the decision pursuant to F.S. 120.68.

A charter may be terminated immediately if the Board sets forth in writing the particular facts and circumstances indicating that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists. The Board's determination is subject to the procedures set forth in F.S. 1002.33(8)(b) and (c), except that the hearing may take place after the charter has been terminated. The Board shall notify in writing the charter school's governing board, the charter school principal, and FLDOE if a charter is terminated immediately. The Board shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination when appropriate. Upon receiving written notice from the board, the charter school's governing board has ten (10) calendar days to request a hearing. A requested hearing must be expedited and the final order must be issued within sixty (60) days after the date of request. The Board shall assume operation of the charter school throughout the pendency of the hearing unless the continued operation of the charter school would material threaten the health, safety, or welfare of the students.

Charter School Obligations Upon Initial Notification of Nonrenewal, Closure, or Termination of a Charter

Upon initial notification of nonrenewal, closure, or termination of its charter, a charter school may not expend more than \$10,000 per expenditure without prior written approval from the District unless such expenditure was included within the annual budget submitted to the District pursuant to the charter contract, is for reasonable attorney fees and costs during the pendency of any appeal, or is for reasonable fees and costs to conduct an independent audit.

An independent audit shall be completed within thirty (30) days after notice of nonrenewal, closure, or termination to account for all public funds and assets.

A provision in a charter contract that contains an acceleration clause requiring the expenditure of funds based upon closure or upon notification of nonrenewal or termination is void and unenforceable.

A charter school may not enter into a contract with an employee that exceeds the term of the school's charter contract with the District.

A violation of this section triggers a reversion or clawback power by the District allowing for collection of an amount equal to or less than the accelerated amount that exceeds normal expenditures. The reversion or clawback plus legal fees and costs shall be levied

against the person or entity receiving the accelerated amount.

Charter Contract and Contract Negotiation Process

A standard charter contract shall be consistent with this policy and approved by the Contract Review Committee to be used as the basis for all charters approved under this policy. All contracts and contract amendments, as approved by the CRC, must be presented to the Board for approval. The charter contract must contain all information set forth in the Florida ~~Standard Model~~ Charter Contract ~~Form Format (Form IEPC-SC)~~ prescribed by the FLDOE.

A. Initial Charter Contract

1. Initial contract shall be for a term of four (4) or five (5) years unless a longer term is specifically required by law.
2. Before a recommendation regarding whether or not the Board should approve an initial contract, evidence of the following shall be provided:
 - a. Evidence of a proper legal structure (e.g., articles of incorporation, bylaws, municipal charter). The applicant shall be a not for profit organized pursuant to F.S. Chapter 617.
 - b. Except for virtual charter schools, actual locations and evidence that a facility has been secured for the term of the charter, or a deadline for submitting evidence that a facility has been secured. Evidence should include, but is not limited to:
 1. letter of intent from the landlord or mortgagee indicating property usage and term of occupancy;
 2. executed lease or certification of occupancy; and/or
 3. use or occupational license indicating proper use.

All facilities must meet the requirements set forth in F.S. 1002.33.

B. Charter Contract Negotiations

The Board shall have thirty (30) days after approval of an application to provide an initial proposed charter contract to the charter school. The applicant and the Board shall have forty (40) days thereafter to negotiate and notice the charter contract for final approval by the Board unless both parties agree to an extension. The proposed charter contract shall be provided to the charter school at least seven (7) calendar days prior to the date of the meeting at which the charter is scheduled to be voted upon by the Board. The Department of Education shall provide mediation services for any dispute regarding this section subsequent to the approval of a charter application and for any dispute relating to the approved charter, except disputes regarding charter school application denials. If the Commission of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Florida Division of Administrative Hearings. The administrative law judge has final order authority to rule on issues of equitable treatment of the charter school as a public school, whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute, or on any other matter regarding this section except a charter school application denial, a charter termination, or a charter nonrenewal and shall award the prevailing party reasonable attorney's fees and costs incurred during the mediation process, administrative proceeding, and any appeals to be paid by the losing party. ~~The costs of the administrative hearing shall be paid by the party against whom the administrative law judge rules.~~

C. Request to Extend Negotiations/School Opening

1. The applicant and Board may mutually agree to extend the statutory timeline to negotiate and consider approval of the charter contract for a period not to exceed one (1) year from the approved opening date in the charter school application. Requests shall be submitted to the Charter School Liaison Operations, in writing, by an authorized agent of the charter school, detailing the reason for the requested extension.
2. In the event that the statutory timeline to negotiate and enter into a charter contract is extended, the applicant shall update its charter school application prior to resuming negotiations with regard to: (1) updated budget; and (2) applicable application revisions necessitated by the delay.
3. The application shall be automatically rescinded, without further action by the Board, if the applicant does not enter into contract negotiations or open the school within: (1) the timeframe specified by law, or (2) the date of extension

which has been mutually agreed upon in writing by both parties.

4. Upon approval of an application, the initial startup shall commence with the beginning of the Board's school calendar. A charter school may defer the opening of the school's operations for up to two (2) years to provide time for adequate facility planning. The charter school must provide written notice of such intent to the Board and the parents of enrolled students at least thirty (30) calendar days before the first day of school. In the event that the opening of the approved applicant's charter school is deferred, the applicant shall update its charter school application prior to the opening of the charter school with regard to: (1) updated budget; and (2) applicable application revisions.
5. An approved contract shall be automatically revoked, without further action by the Board, if the applicant does not open the school:
 - a. on the first day of school of the initial school year indicated in the contract; or
 - b. on the first day of the school year indicated in the approved deferral.

D. Charter Contract Amendments/Modifications

1. A charter may be modified during its initial term or any renewal term upon the recommendation of the Board or the charter school's governing board and the approval of both parties to the agreement. All modifications must be mutual and in writing. Unilateral modification made by the charter school is grounds for termination or non-renewal. Modification may include, but is not limited to, consolidation of multiple charters into a single charter if the charters are operated under the same governing board and physically located on the same campus, regardless of the renewal cycle.
2. Modifications may be considered by the Board for a number of reasons, which may include, but is not limited to, protect the health, safety, or welfare of the students.
3. All contract amendment requests shall be submitted in writing to [the Charter School Liaison Operations](#) by an authorized agent of the charter school. Additional information or documentation may be requested for consideration of any amendment requests.
4. The charter school shall provide evidence of governing board approval for all proposed amendments (e.g., governing board resolution, governing board meeting minutes).
5. Requirements for Amendment Requests

a. Education Program Amendments

Significant changes in the curriculum or changes in grade levels constitute a change in the educational program and shall require an amendment that is mutually acceptable and approved by both parties. Requests for such amendments shall include the following information and supporting documentation:

1. justification for change
2. effective date of the change
3. evidence that financial implications, feasibility, and student access issues have been addressed, including provisions for all required resources, staff, and materials
4. evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall notify the sponsor of any increase in enrollment by March 1st of the school year preceding the increase. The written notice shall specify the grade levels that will be added. Student enrollment may not exceed current facility capacity. If a charter school notifies the District of its intent to expand, the District shall modify the charter within ninety (90) days to include the new enrollment maximum and may not make any other changes. The District may deny a request to increase the enrollment of a high-performing charter school if the Commissioner of Education has declassified the charter school as high-performing. If a high-performing charter school requests to consolidate multiple charters, the District shall have forty (40) days after receipt of that request to provide an initial draft charter to the charter school. The District and charter school shall have fifty (50) days thereafter to negotiate and notice the charter contract for final approval by the District.

b. Location Amendments

1. Changes in locations or addition of location (i.e., relocation, secondary campus, satellite locations) shall include the following information and supporting documentation:
 - a. description of location, including identification as permanent or temporary

If the relocation will be temporary, the request shall include the period of time during which the school will be at the temporary location.
 - b. effective date of the relocation
 - c. evidence that financial implications, feasibility, and student access issues have been addressed
 - d. evidence of parental support for the new facility
 - e. evidence of the school's property interest in the facility (owner or lessee)
 - f. a disclosure affidavit in accordance with F.S. 286.23, if the school leases the facility
2. Nothing in this policy or State law obligates the Board to agree to an increase the number of facilities, campuses, and/or locations associated with a charter school's operations.
3. The charter school shall not change or add facilities or locations at any time during the term of the charter contract without prior approval of the Board through the contract amendment process. Violation of this provision constitutes a unilateral amendment or modification of this contract and good cause for termination.
4. If the request for a location amendment involves a facility in which other schools are operating, the names of the school(s), the grade levels, number of classrooms, number of students in each class, and the number of students enrolled in each school shall be included in the request, in addition to the information and documentation described in paragraphs a and b above.
5. No later than thirty (30) days prior to the opening of schools or the initial use of the facility by the school, the school shall have an approved contract and evidence of all necessary permits, licenses, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. A certificate of occupancy or a temporary certificate of occupancy must be provided to the Board no later than fifteen (15) calendar days before the first day of school.

c. Enrollment Capacity Amendments

Changes to enrollment capacity shall include the following information and supporting documentation:

1. justification for change
2. effective date of the change
3. evidence of proper facility approvals and/or allowable facility capacity
4. evidence that financial implications, feasibility, and student access issues have been addressed
5. evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall be required to notify the Board in writing by March 1st of its intent to increase enrollment the following school year. The written notice shall specify the amount of the enrollment increase. The District shall not require a charter school to identify the names of students to be enrolled or to enroll those students before the start of the school year as a condition of approval or renewal of a charter.

6. When a contract is amended or renewed, it shall be updated to comply with this policy and the current standard charter contract.

If a charter school in the District chooses to offer controlled open enrollment, the charter school shall comply with all Florida controlled open enrollment laws (F.S. 1002.31).

Pre-Opening Requirements

No later than thirty (30) days prior to the initial use of the facility by the school, the school shall have an approved contract and provide evidence of all necessary permits, licensing, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. Failure to comply may result in automatic rescission of the contract, with no further action by the Board. A certificate of occupancy or a temporary certificate of occupancy must be provided to the Board no later than fifteen (15) calendar days before the first day of school.

School Governance/Management

A. Charter schools shall organize or be operated by a not for profit organized pursuant to F.S. Chapter 617, a municipality, or another public entity, as provided by law.

B. Charter School's Governing Board Requirements

1. The charter school's governing board shall be solely responsible for the operation of the charter school which includes, but is not limited to, school operational policies; academic accountability; and financial accountability.

As required by State law, each charter school's governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. Furthermore, this representative must reside in the District in which the charter school is located. The individual serving as the parental involvement representative must reside in the District and may be a governing board member, charter school employee, or an individual with whom the charter school contracts to represent the board in this capacity. If the governing board oversees more than one charter school in the District, a representative to facilitate parental involvement shall be appointed for each school. The name and contact information for the representative must be provided in writing to parents of children enrolled in the charter school at least annually and must also be prominently posted on the charter school's website. Governing board members are not required to reside in the District if the charter school otherwise complies with the terms of this paragraph.

The charter school's governing board shall hold at least two (2) public meetings per school year in the District. The meetings must be noticed, open, and accessible to the public and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative to facilitate parental involvement and the principal or director or his/her equivalent must be physically present at each meeting. Members of the governing board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under F.S. Chapter 120.

2. Governing board members must:

- a. notify the Board of changes in membership within forty-eight (48) hours of change; and
- b. successfully fulfill a background check by the Board, as specified by law upon appointment to the governing board.

Costs of background screening shall not be borne by the charter school.

3. Governing board members must develop and approve by-laws that govern the operations of the board and the charter school prior to execution of the charter contract and annually consult with charter school staff to refine overall policy decision-making of the charter school as it regarding curriculum, financial management, and internal controls.
4. Governing board members and their spouses are prohibited by State law from serving as an employee of the charter school or receive compensation, directly or indirectly, from the charter school's operations, including but not limited to: grant funds; lease/mortgage payments; or contracted service fees.
5. Governing board members must participate in FLDOE sponsored charter school governance training to ensure that each board member is aware of his/her duties and responsibilities, pursuant to State Board Rule F.A.C. 6A-6.0784:

- a. Each governing board member must complete a minimum of four (4) hours of instruction focusing on Government in the Sunshine, conflicts of interest, ethics, and financial responsibility as specified in F.S. 1002.33(9)(k). After the initial four (4) hour training, each member is required, within the subsequent three

(3) years and for each three (3) year period after that to complete a two (2) hour refresher training on the four (4) topics above in order to retain his/her position on the charter school board. Any member who fails to obtain the two (2) hour refresher training within any three (3) year period must take the four (4) hours of instruction again in order to remain eligible as a charter school board member.

- b. New members joining a charter school board must complete the four (4) hour training with ninety (90) days of appointment to the board.

6. Dispute Procedures (Board versus Charter School Governing Board)

Application, nonrenewal, and termination decisions are not subject to this dispute resolution process and must follow the procedures in F.S. 1002.33, Board policy, and the charter contract. Nothing contained herein shall operate to limit a charter school's rights to utilize the dispute resolution procedures set forth in F.S. 1002.33.

- a. The Board and the charter school agree that the existence and the details of a dispute notwithstanding, both parties shall continue without delay their performance under the charter contract, except for any performance, which may be directly affected by such dispute.
- b. Either party shall notify the other party that a dispute exists between them. The notification shall be in writing and shall identify the article and section of the contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the Board and the charter school's director for further consideration and discussion to attempt to resolve the dispute.
- c. Should the representatives named in paragraph b above be unable to resolve the dispute within ten (10) days of receipt of written notification by one to the other of the existence of such dispute, then the matter may be submitted by either party to the Superintendent and to the school's governing board chair for further consideration and discussion to attempt to resolve the dispute.
- d. Should the parties still be unable to resolve their dispute within thirty (30) days of the date of receipt of written notification by one to the other of the existence of such dispute, then either party may proceed with utilizing the dispute resolution procedures set forth in F.S. 1002.33.

7. Conflict Resolution (Charter School versus Parents/Legal Guardians, Employees, and Vendors)

- a. All conflicts between the charter school and the parents/legal guardians of the students enrolled at the charter school shall be handled by the charter school or its governing board. The procedures for handling such conflicts must be set forth in the charter contract.
- b. Evidence of each parent's acknowledgement of the charter school's Parent Conflict Resolution Process shall be available for review upon request by the Board.
- c. All conflicts between the charter school and the employees of the charter school shall be handled by the charter school or its governing board.
- d. All conflicts between the charter school and vendors of the charter school shall be handled by the charter school or its governing board.
- e. The Board shall be provided with the name and contact information of the parties involved in the charter school's conflict resolution process. The Board shall be notified immediately of any change in the contact information.

C. Management Companies

1. If a management company or a combination of contracted professionals will be managing the charter school, the contract(s) between the charter school and company(ies) shall be submitted to the Board for review prior to the approval of the charter school's contract. If a decision to hire any of these entities occurs subsequent to the execution of the charter contract or amendment, the contract(s) between the charter school and company(ies) shall be submitted to the Board at least ten (10) days before any payment is made to any of the entities.
2. Any proposed amendments to the contract with the management company shall be submitted to the Board for approval prior to execution of that amended contract with the management company by the charter school. A copy of all executed contracts must be provided to the Board within the timeframe provided by the charter contract.

3. All management company contracts with the charter school must make it clear that the charter governing body shall retain and exercise continuing oversight over all charter school operations and must contain provisions specifying the ability for the charter school to terminate the contract and must comply with terms as stated in the charter contract between the charter school and the Board. Any default or breach of the terms of the charter contract by the management company(ies) shall constitute a default or breach of the charter contract by the charter school.
4. Neither employees of the management company nor "relatives" of the management company's employees as defined in F.S. 1002.33 shall serve on the charter school's governing board or serve as officers of the charter school.

D. Voluntary Closure of Charter School

A charter may be terminated by a charter school's governing board through voluntary closure. The decision to cease operations must be determined at a public meeting. The governing board shall notify the parents and Board of the public meeting in writing before the public meeting. The governing board must notify the Board, parents of enrolled students, and FLDOE in writing within twenty-four (24) hours after the public meeting of its determination. The notice shall state the charter school's intent to continue operations or the reason for the closure and acknowledge that the governing board agrees to follow the procedures for dissolution and reversion of public funds pursuant to Florida law.

Employees of Charter Schools

A charter school shall employ or contract with employees who have undergone background screening as provided in F.S. 1012.32. Members of the governing board of the charter school shall also undergo background screening in a manner similar to that provided in F.S. 1012.32 upon appointment to the governing board.

A charter school shall disqualify instructional personnel and school administrators, as defined in F.S. 1012.01, from employment in any position that requires direct contact with students if the personnel or administrators are ineligible for such employment under F.S. 1012.315.

Charter school personnel may not appoint, employ, promote, or advance any relative, or advocate for appointment, employment, promotion, or advancement of any relative to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member. For purposes of this policy, the definition of relative shall be as it is defined in F.S. 1002.33(24)(a)(2).

Full disclosure of the identity of all relatives employed by the charter school shall be in accordance with F.S. 1002.33.

The governing board of a charter school shall adopt policies establishing standards of ethical conduct for instructional personnel and school administrators.

The policies must require all instructional personnel and school administrators, as defined in F.S. 1012.01, to complete training on the standards of ethical conduct; establish the duty of instructional personnel and school administrators to report, and procedures for reporting, alleged misconduct by other instructional personnel and school administrators which affects the health, safety, or welfare of a student; and include an explanation of the liability protections provided under F.S. 39.203 and 768.095. A charter school, or any of its employees, may not enter into a confidentiality agreement regarding terminated or dismissed instructional personnel or school administrators, or personnel or administrators who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student, and may not provide instructional personnel or school administrators with employment references or discuss the personnel's or administrators' performance with prospective employers in another educational setting, without disclosing the personnel's or administrators' misconduct. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced.

Before employing instructional personnel or school administrators in any position that requires direct contact with students, a charter school shall conduct employment history checks of each of the personnel's or administrators' previous employer(s), screen the instructional personnel or school administrators 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 charter school must document efforts to contact the employer.

The Board shall terminate a sponsor's charter if the sponsor knowingly fails to comply with F.S. 1002.33(12)(g).

School Operations

- A. The Board shall not impose any policies or practices to limit charter school enrollment except as may be permitted in accordance with State law.

- B. The Board may document, in writing, any discrepancies or deficiencies--whether fiscal, educational, or related to school climate--and the steps and timelines for correction and additional monitoring. At a minimum, copies will be provided to the charter school's governing board chair, charter school principal and appropriate Board staff.
- C. The charter school shall obtain the appropriate facility capacity approvals from the jurisdictional authority where the facility is located (i.e., county, municipality, or both). The Board, at its discretion, may accept a letter from the architect of record specifying the capacity if the capacity is not provided by the facility's jurisdictional authority. The Board may withhold monthly payments for FTE that exceed capacity specified by the charter contract or approved facility capacity.
- D. The charter school's calendar will be consistent with the beginning of the Board's calendar for the first school year and must provide instruction for the minimum number of days and minutes required by law for other public schools. Should the charter school elect to provide a summer program or year-round school, the charter school shall notify the Board, in writing, each year to ensure appropriate record keeping.
- E. **Student Code of Conduct, Student Handbooks, ~~and~~ Parent Contracts, and Application of Board Policies**

1. Only the Board may expel a student.
2. Admission or dismissal must not be based on a student's academic performance.
3. The charter school may follow the Board's Student Code of Conduct or an alternate code of conduct approved by the Board. The charter school shall provide the Board with a copy of an approved alternate student code of conduct annually. Any amendments must be approved by the Board prior to implementation. Evidence of governing board approval is required for amendments.
4. Any student/parent handbooks and parent contracts shall also be submitted to the Board for approval prior to implementation. Any amendments must be approved by the Board, prior to implementation. Evidence of governing board approval is required for amendments.
5. The charter school may be required to provide proof of parent/guardian's receipt of student code of conduct, handbook, or parent contract.
6. Violations of parent contracts shall not result in involuntary withdrawal of a student in the same school year of the violations. Violations of the parent contract may result in the student not being re-enrolled or loss of enrollment preference for the following school year.
7. The Board shall not apply its policies to a charter school unless mutually agreed to by both the Board and the charter school. If the Board subsequently amends any agreed-upon Board policy, the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the sponsor may not hold the charter school responsible for any provision of a newly revised policy until the revised policy is mutually agreed upon.
8.
 1. The Superintendent or designee shall have ongoing responsibility for monitoring all approved charter schools with regard to the charter school's progress towards achieving the goals established in the charter. The Superintendent shall have access to the charter school at all times.
 2. The Board shall monitor adherence to the educational and related programs as specified in the approved application, charter, curriculum, instructional methods, any distinctive instructional techniques to be used, reading programs and specialized instruction for students who are reading below grade level, compliance with State standards, assessment accountability, and achievement of long- and short-term goals. An analysis comparing the charter school's standardized test scores to those of similar student populations attending other public schools in the District will also be conducted.
 - a. In the event a charter school earns a grade of "D" or "F" in the grading system set forth in State law, the director and a representative of the governing board of the charter school shall appear before the Board to present information concerning each contract component having noted deficiencies and shall prepare and submit to the Board for approval a proposed School Improvement Plan to raise student achievement. The proposed School Improvement Plan must meet the requirements set forth in State law. The charter school shall implement the proposed School Improvement Plan once approved by the Board.
 - b. If a charter school earns three (3) consecutive grades ~~of "D", two (2) consecutive grades~~ below a "C" ~~of "D" followed by a grade of "F", or two (2) nonconsecutive grades of "F" within a three (3) year~~

period, the charter school governing board shall take corrective action as set forth in F.S. 1002.33. The corrective action must be implemented in the school year following receipt of a third consecutive grade below a "C" or "D", a grade of "F" following two (2) consecutive grades of "D", or a second nonconsecutive grade of "F" within a three (3) year period. If the charter school does not improve to a "C" or higher by at least one (1) letter grade after two (2) full school years of implementing the corrective action, the charter school must select and implement a different corrective action in accordance with F.S. 1002.33. If the charter school does improve to a "C" or higher by at least one (1) letter grade, it is no longer required to implement the corrective action; however, the charter school must continue to implement strategies identified in the School Improvement Plan.

- c. Upon publication by the FLDOE of the list of charter schools that meet the criteria set forth in paragraphs I.2.a. and b. above, the Board shall notify, in writing, each charter school in the District that appears on the list that it is required to submit a School Improvement Plan and to appear before the Board. Pursuant to State Board rule, such notification may be delivered electronically, provided there is proof of receipt.

The notification shall include the following:

1. The date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school governing board shall appear before the Board. For purposes of this requirement, "director" shall mean charter school director, principal, chief executive officer, or other management personnel with similar authority. The appearance shall be no earlier than thirty (30) calendar days and no later than ninety (90) calendar days after the Board's notification is received by the charter school.
 2. The date by which the charter school must submit its proposed School Improvement Plan to the Board for review by staff, which shall be no earlier than thirty (30) calendar
 3. Whether the charter school is required to select a corrective action.
- d. The Board shall notify the charter school, in writing, within ten (10) calendar days of its decision to approve or deny the School Improvement Plan.
1. The Board may deny a School Improvement Plan if it does not meet the requirements of State law. If denied, the Board shall provide the charter school, in writing, the specific reasons for denial and the timeline for its resubmission.
 2. Either the charter school or the Board may request mediation pursuant to State law if the parties cannot agree on a School Improvement Plan.
- e. As required by State law, the Board will review the School Improvement Plan annually to monitor the charter school's continued improvement.
1. The director and a representative of the governing board of the charter school shall appear before the Board at least once per year to present information regarding the progress of intervention and support strategies implemented by the charter school pursuant to the School Improvement Plan and, if applicable, to review the corrective actions taken pursuant to I.2.c above.
 2. At the meeting, the Board will identify the services that the District will provide to the charter school to assist the charter school in addressing its deficiencies, and following the meeting, these services will be communicated, in writing, to the director.
 3. A charter school that improves at least one (1) letter grade is not required to submit a new School Improvement Plan but must continue to implement the strategies identified in the approved School Improvement Plan and continue to report annually to the Board. The Board shall notify, in writing, each charter school implementing a School Improvement Plan of the requirement to appear before the Board to present information regarding the progress of the approved School Improvement Plan. The notification shall include the date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school shall appear.

- f. A charter school's contract shall be automatically terminated if the school earns two (2) consecutive grades of "F" after all school grade appeals are final, unless one of the exceptions set forth in State law is applicable. If no exceptions apply, the Board will notify the charter school's governing board, the charter school principal, and FLDOE in writing when the charter contract is terminated under this subparagraph.
 - g. The laws applicable to School Improvement Plans and corrective actions do not limit the Board's authority to terminate the charter at any time in accordance with State law.
3. The charter school shall make annual progress reports to the Board.
 4. Exceptional Student Education (ESE)
 - a. The Board is the Local Educational Agency (LEA) for all Board-approved charter schools and will serve ESE students in the same manner as students attending other public schools in the District. ESE students attending Board-approved charter schools shall be provided supplementary and related services on site at the charter school to the same extent to which the Board has a policy or practice of providing such services on site to its other public schools. The Board shall provide funds under Part B of the IDEIA to Board-approved charter schools on the same basis as the School District provides funds to the Board's other public schools.
 - b. ESE students will be educated in the least restrictive environment. The charter school shall ensure that ESE students are provided with programs and services implemented in accordance with Federal, State, and local policies and procedures and specifically the IDEIA, Section 504 of the Rehabilitation Act of 1973, and other related statutes and State Board of Education rules. If an IEP team determines that the charter school cannot meet the needs of an ESE student, the charter school and the Board agree to provide the ESE student with the appropriate placement as determined by the IEP team in accordance with State and Federal law.
 - c. The Board shall provide ESE administration services to charter schools which shall be set forth in more detail in the charter.
 - d. With respect to the provision of special education and related services, the charter shall set forth the specific roles and responsibilities of the charter school and the Board with respect to exceptional student education.
 - e. Non-compliance may result in the Board's withholding of subsequent payments to the charter school without penalty of interest (including State capital payments), and may result in non-renewal or termination for good cause.
 5. English Language Learners (ELL) -- Students who are of limited proficiency in English will be served by ESOL certified personnel. The charter school shall demonstrate an understanding of State and Federal requirements regarding the education of English language learners, be committed to serving the full range of needs of ELL students, create and implement sound plans for educating ELL students that reflect the full range of programs and services required to provide all students with a high quality education, and demonstrate capacity to meet the school's obligations under State and Federal law regarding the education of ELL students.
 6. The Board may, in accordance with State law, require all charter schools to submit to the Board a school improvement plan to ensure a plan to maintain or raise student academic achievement within the timelines specified by the Board and the FLDOE.

F. Charter School Student Transfers

The process for student transfers can be found in Policy 2431.01.

G. Food Service and Transportation

Transportation and food services are the responsibility of the charter school. These services must be provided according to District, State, and Federal laws, rules, and regulations.

H. Facility Leases

1. If a charter school will be leasing or subleasing a facility, the contract(s) between the charter school and landlord or sub-lessor shall be submitted to the Board for review and approval.

2. Any amendments to the lease shall be submitted to the Board for review prior to execution, by the charter school.
3. A copy of all executed contracts must be provided to the Board within the timeframe provided by the charter contract.
4. Any default or breach of the terms of the charter contract by the lessor/sub-lessor may constitute a default or breach of the charter contract by the charter school.

I. Academic Accountability

1. ~~The Superintendent or designee shall have ongoing responsibility for monitoring all approved charter schools with regard to the charter school's progress towards achieving the goals established in the charter. The Superintendent shall have access to the charter school at all times.~~
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2. ~~The Board shall monitor adherence to the educational and related programs as specified in the approved application, charter, curriculum, instructional methods, any distinctive instructional techniques to be used, reading programs and specialized instruction for students who are reading below grade level, compliance with State standards, assessment accountability, and achievement of long and short term goals. An analysis comparing the charter school's standardized test scores to those of similar student populations attending other public schools in the District will also be conducted.~~
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 1. ~~In the event a charter school earns a grade of "D" or "F" in the grading system set forth in State law, the director and a representative of the governing board of the charter school shall appear before the Board to present information concerning each contract component having noted deficiencies and shall prepare and submit to the Board for approval a proposed School Improvement Plan to raise student achievement. The proposed School Improvement Plan must meet the requirements set forth in State law. The charter school shall implement the proposed School Improvement Plan once approved by the Board.~~
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 2. ~~If a charter school earns three (3) consecutive grades of "D", two (2) consecutive grades of "D" followed by a grade of "F", or two (2) nonconsecutive grades of "F" within a three (3) year period, the charter school governing board shall take corrective action as set forth in F.S. 1002.33. The corrective action must be implemented in the school year following receipt of a third consecutive grade of "D", a grade of "F" following two (2) consecutive grades of "D", or a second nonconsecutive grade of "F" within a three (3) year period. If the charter school does not improve by at least one (1) letter grade after two (2) full school years of implementing the corrective action, the charter school must select and implement a different corrective action in accordance with F.S. 1002.33. If the charter school does improve by at least one (1) letter grade, it is no longer required to implement the corrective action; however, the charter school must continue to implement strategies identified in the School Improvement Plan.~~
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 3. ~~Upon publication by the FLDOE of the list of charter schools that meet the criteria set forth in paragraphs I.2.a. and b. above, the Board shall notify, in writing, each charter school in the District that appears on the list that it is required to submit a School Improvement Plan and to appear before the Board. Pursuant to State Board rule, such notification may be delivered electronically, provided there is proof of receipt.~~

~~The notification shall include the following:~~
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1. ~~The date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school governing board shall appear before the Board. For purposes of this requirement, "director" shall mean charter school director, principal, chief executive officer, or other management personnel with similar authority. The appearance shall be no earlier than thirty (30) calendar days and no later than ninety (90) calendar days after the Board's notification is received by the charter school.~~
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2. ~~The date by which the charter school must submit its proposed School Improvement Plan to the Board for review by staff, which shall be no earlier than thirty (30) calendar~~
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3. ~~Whether the charter school is required to select a corrective action.~~
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~~4. The Board shall notify the charter school, in writing, within ten (10) calendar days of its decision to approve or deny the School Improvement Plan.~~

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~~1. The Board may deny a School Improvement Plan if it does not meet the requirements of State law. If denied, the Board shall provide the charter school, in writing, the specific reasons for denial and the timeline for its resubmission.~~

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~~2. Either the charter school or the Board may request mediation pursuant to State law if the parties cannot agree on a School Improvement Plan.~~

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~~5. As required by State law, the Board will review the School Improvement Plan annually to monitor the charter school's continued improvement.~~

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~~1. The director and a representative of the governing board of the charter school shall appear before the Board at least once per year to present information regarding the progress of intervention and support strategies implemented by the charter school pursuant to the School Improvement Plan and, if applicable, to review the corrective actions taken pursuant to I.2.c above.~~

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~~2. At the meeting, the Board will identify the services that the District will provide to the charter school to assist the charter school in addressing its deficiencies, and following the meeting, these services will be communicated, in writing, to the director.~~

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~~3. A charter school that improves at least one (1) letter grade is not required to submit a new School Improvement Plan but must continue to implement the strategies identified in the approved School Improvement Plan and continue to report annually to the Board. The Board shall notify, in writing, each charter school implementing a School Improvement Plan of the requirement to appear before the Board to present information regarding the progress of the approved School Improvement Plan. The notification shall include the date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school shall appear.~~

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~~6. A charter school's contract shall be automatically terminated if the school earns two (2) consecutive grades of "F" after all school grade appeals are final, unless one of the exceptions set forth in State law is applicable. If no exceptions apply, the Board will notify the charter school's governing board, the charter school principal, and FLDOE in writing when the charter contract is terminated under this subparagraph.~~

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~~7. The laws applicable to School Improvement Plans and corrective actions do not limit the Board's authority to terminate the charter at any time in accordance with State law.~~

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~~3. The charter school shall make annual progress reports to the Board.~~

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~~4. Exceptional Student Education (ESE)~~

~~=~~

~~1. The Board is the Local Educational Agency (LEA) for all Board approved charter schools and will serve ESE students in the same manner as students attending other public schools in the District. ESE students attending Board approved charter schools shall be provided supplementary and related services on site at the charter school to the same extent to which the Board has a policy or practice of providing such services on site to its other public schools. The Board shall provide funds under Part B of the IDEIA to Board approved charter schools on the same basis as the School District provides funds to the Board's other public schools.~~

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~~2. ESE students will be educated in the least restrictive environment. The charter school shall ensure that ESE students are provided with programs and services implemented in accordance with Federal, State, and local policies and procedures and specifically the IDEIA, Section 504 of the Rehabilitation Act of 1973, and other related statutes and State Board of Education rules. If an IEP team determines that the charter school cannot meet the needs of an ESE student, the charter school and the Board agree to provide the ESE student with the appropriate placement as determined by the IEP team in accordance with State and Federal law.~~

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- ~~3. The Board shall provide ESE administration services to charter schools which shall be set forth in more detail in the charter.~~
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- ~~4. With respect to the provision of special education and related services, the charter shall set forth the specific roles and responsibilities of the charter school and the Board with respect to exceptional student education.~~
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- ~~5. Non-compliance may result in the Board's withholding of subsequent payments to the charter school without penalty of interest (including State capital payments), and may result in non-renewal or termination for good cause.~~
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- ~~5. English Language Learners (ELL) — Students who are of limited proficiency in English will be served by ESOL certified personnel. The charter school shall demonstrate an understanding of State and Federal requirements regarding the education of English language learners, be committed to serving the full range of needs of ELL students, create and implement sound plans for educating ELL students that reflect the full range of programs and services required to provide all students with a high quality education, and demonstrate capacity to meet the school's obligations under State and Federal law regarding the education of ELL students.~~
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- ~~6. The Board may, in accordance with State law, require all charter schools to submit to the Board a school improvement plan to ensure a plan to maintain or raise student academic achievement within the timelines specified by the Board and the FLDOE.~~

J. Financial Accountability

1. In order to provide comparable financial information to that reported for other public schools, charter schools shall maintain all financial records in accordance with the accounts and codes prescribed in the most recent issuance of the publication titled, *Financial and Program Cost Accounting and Reporting for Florida Schools*. Charter school governing boards shall also annually adopt and maintain an operating budget as required by F.S. 1002.33(9)(h). Charter schools shall provide annual financial reports and program cost report information by the deadlines specified in the charter contract, in the State-required formats for inclusion in the Board's reporting in compliance with F.S. 1011.60(1) and 1002.33(9)(g). The financial statements are to be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting, regardless of corporate structure F.S. 1002.33(9)(g). The annual financial audit must be in the State-required format.

At the discretion of the charter school's governing board, a charter school may elect to follow generally accepted accounting standards for not-for-profit organizations, but must reformat this information for reporting according to the requirement set forth in the paragraph above.

High-performing charter schools are required to submit financial statements in accordance with and within the timeframes stated in F.S. 1002.33.

- ~~2. First year charter schools may be required to provide the Board any of the following, which may be in addition to information otherwise required by law:~~
 - ~~a. A sensitivity analysis and financial plan based on enrollment of fifty percent (50%), seventy five percent (75%), and 100% of projected capacity.~~
 - ~~b. Cash flow projections for the first year, displayed by month, and a plan to fund any cash flow shortfalls, updated monthly.~~
 - ~~c. Contingency plans to replace any loss of State funds for both operation and capital expenditures.~~
 - ~~d. Within forty five (45) days of month end, reconciliations of all bank accounts, which must include a copy of the entire bank statement of each account, must be attached to the bank reconciliation.~~
- ~~3. Title I: A charter school that is eligible to receive Title I funds shall submit an approved Title I Schoolwide Plan within three (3) months of becoming a designated Title I school. Failure to submit an approved plan will result in withholding of Title I funds.~~
4. Financial Policies: The charter school shall establish and implement accounting and reporting policies, procedures, and practices for maintaining complete records of all receipts and expenditures. The charter school shall provide a copy of

these policies to the Board annually.

5. Payments to charter schools by Board

- a. The Board shall make timely and efficient payment and reimbursement to charter schools, including processing paperwork required to access special State and Federal funding for which they may be eligible. Payments of funds as described in F.S. 1002.33(17)(b) shall be made monthly or twice a month, beginning with the start of the Board's fiscal year. Each payment shall be 1/12 or 1/24, as applicable, of the total State and local funds described in F.S. 1002.33(17)(b) as adjusted. For the first two (2) years of the charter school's operation, if a minimum of seventy-five percent (75%) of the projected enrollment is entered into the Board's student information system by the first day of the current month, the Board shall distribute funds to the charter school for the months of July through October based on the projected full-time equivalent student membership of the charter school as submitted in the approved application. If less than seventy-five percent (75%) of the projected enrollment is entered into the Board's student information system by the first day of the current month, the Board shall base payments on the actual number of student enrollment entered into the sponsor's student information system. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year. The payments shall be issued no later than ten (10) working days after the Board receives a distribution of State or Federal funds or the date the payment is due pursuant to F.S. 1002.33(17)(e). Timing of receipt of local funds by the Board shall not delay payment to the charter school of the funds identified in F.S. 1002.33(17)(b).
- b. Capital Outlay Payments – The Board shall make payments to the school upon receipt of all required supporting documentation as referenced in section 8.h. – Capital Outlay Payment Process. Charter schools must be located in the State of Florida to be eligible for public educational capital outlay (PECO) funds.
- c. Miscellaneous Payments – The Board shall make timely miscellaneous payments to the charter school upon receipt of funding from FLDOE for various programs including Title I and MAP. The Board's payment is subject to the charter school's fulfillment of its responsibilities under the applicable State and Federal laws.

Unless otherwise mutually agreed to by the charter school and the District, and consistent with State and Federal rules and regulations governing the use and disbursement of Federal funds, the District shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for Federal funds available to the District for the benefit of the charter school, the charter school's students, and the charter school's students as public school students in the District. Such Federal funds include, but are not limited to, Title I, Title II, and Individuals with Disabilities Education Act (IDEA) funds. To receive timely reimbursement for an invoice, the charter school must submit the invoice to the District at least thirty (30) days before the monthly date of reimbursement set by the District. In order to be reimbursed, any expenditure made by the charter school must comply with all applicable State rules and Federal regulations, including, but not limited to, the applicable Federal Office of Management and Budget Circulars, the Federal Education Department General Administrative Regulations, and program-specific statutes, rules, and regulations. Such funds may not be made available to the charter school until a plan is submitted to the District for approval of the use of the funds in accordance with applicable Federal requirements. The District has thirty (30) days to review and approve any plan submitted pursuant to this paragraph.

- d. Conditions for Non-payment – The Board may withhold payment, without penalty of interest, for violation of law or as specified in the charter school contractual agreement. This includes, but is not limited to: failure to comply with financial requirements, failure to provide proper banking wiring instructions, exceeding contracted enrollment capacity or allowable facility capacity, insufficient instructional minutes and/or days, inappropriate facility licenses, approvals and/or permits, and failure to obtain successful background clearance for potential employees, contractors, and/or governing board members.
6. Financial Reports: Charter schools shall provide the District, upon approval of the charter contract, a concise, uniform, monthly financial statement summary sheet that contains a balance sheet and a statement of revenue, expenditures, and changes in fund balance. The balance sheet and the statement of revenue, expenditures, and changes in fund balance shall be in the governmental funds format prescribed by the Governmental Accounting Standards Board. A high-performing charter school may provide a quarterly financial statement in the same format and requirements as the uniform monthly financial statement summary sheet. The Board shall review each monthly or quarterly financial statement to identify whether any of the conditions in F.S. 1002.345(1)(a) exist. Charter schools shall maintain and provide financial accountability information as required in this section.

7. Annual Financial Statements

- a. Unaudited June 30th year-end financial statements shall be submitted to the Board within the timelines specified by the charter contract. These financial statements must be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting.
- b. Annual Financial Audit - The charter school agrees to submit to and pay for an annual financial audit, in compliance with Federal, State, and Board regulations, showing all revenue received, from all sources, and all expenditures for services rendered. The audit shall be conducted by an independent certified public accountant or auditor selected by the governing board of the charter school, and shall be delivered to the Board in compliance with the charter contract. If the charter school's audit reveals a deficit financial position, the auditors are required to notify the charter school's governing board, the Board and the Florida Department of Education in the manner defined in the charter contract. No later than May 1st of each year, the charter school must formally notify the Board of the name, address, and phone number of the auditor engaged to perform the year end audit.
 1. Selection Procedures -- Charter schools shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit pursuant to the processes described in F.S. 218.39 and 218.391, which includes, but is not limited to: the establishment of an audit committee and request for proposal (RFP) for audit services, public advertisement of RFP, and development of evaluation and selection criteria.
 2. Requirements -- Pursuant to F.S. 218.391, the procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. An engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:
 - a. a provision specifying the services to be provided and fees or other compensation for such services
 - b. a provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract
 - c. a provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed
- c. Failure to comply with the timely submission of all financial statements in the required format specified by the Board, shall constitute a material breach of the charter contract and may result in the Board's withholding of subsequent payments to the charter school without penalty of interest, (including state capital payments), and may result in non-renewal or termination for good cause.

8. Capital Outlay Funding

Pursuant to F.S. 1013.62(5), the application for, approval of, and process for documenting expenditures from charter school capital outlay funds shall be in accordance with the procedures and requirements specified by the Commissioner of Education.

Before receiving capital outlay funds the charter school governing board must enter into a written agreement with the Board. Such agreement must provide for the reversion of any unencumbered funds and all equipment and property purchased with public education funds to the ownership of the Board, as provided for in F.S. 1013.62(4), if the charter school terminates operations. Any funds recovered by the State shall be deposited in the General Revenue Fund.

As required by State law, the Board shall remit capital outlay funds to a charter school within ten (10) business days of the receipt of said funds.

9. Review and Audit

- a. The Board has the right at any time to review and audit all financial records of the charter school to ensure fiscal accountability and sound financial management pursuant to F.S. 1002.33. The charter school shall provide the Board with a copy of the management letter from any audits as well as any responses to the auditor's findings with a corrective plan that shall be prepared and submitted within thirty (30) days from the date of the management letter.

b. Deteriorating Financial Condition and Financial Emergencies (F.S. 1002.345)

1. Deteriorating Financial Condition – "Deteriorating financial condition" means a circumstance that significantly impairs the ability of a charter school or a charter technical career center to generate enough revenues to meet its expenditures without causing the occurrence of a condition described in F.S. 218.503(1).
 - a. A charter school shall be subject to an expedited review by the Board upon the occurrence of any of the conditions specified in F.S. 1002.345(1)(a)(1)-(4).
 - b. The Board shall notify the governing board within seven (7) business days after one or more of the conditions set forth in F.S. 1002.345(1)(a)(1)-(4) are identified or occur.
 - c. The governing board and the Board shall develop a corrective action plan and file the plan with the Commissioner of Education within thirty (30) business days after notification is received as provided in paragraph 9(b)(1)(b) herein. If the governing board and the Board are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement such plan.
 - d. Failure to implement the corrective action plan within one (1) year shall result in additional action prescribed by the State Board of Education, including the appearance of the chair of the governing board before the State Board of Education.
2. Financial Emergency – If a financial audit conducted by a CPA in accordance with F.S. 218.39 reveals that one (1) or more of the conditions in F.S. 218.503(1) have occurred or will occur if action is not taken to assist the charter school, the auditor shall notify the governing board of the charter school, as appropriate, the Board, and the Commissioner of Education within seven (7) business days after the finding is made. If the charter school is found to be in a state of financial emergency pursuant to F.S. 218.503(4), the charter school shall file a financial recovery plan pursuant to F.S. 218.503 with the Board and the Commissioner of Education within thirty (30) days after being notified by the Commissioner of Education that a financial recovery plan is needed.
3. Annual progress of the corrective action plans and/or financial recovery plans shall be included in an annual progress report to the Board.
4. The Board may require periodic appearances of governing board members and charter school representative.

c. A Financial Recovery Plan Staff Group (FRSG) shall be appointed by the Board and convened to review and monitor financial statements, corrective action plans and financial recovery plan(s) submitted by the charter school(s). The FRSG shall report progress and when applicable, make recommendations to the Chief Auditor. At least one (1) representative of the charter school must be available to answer questions.

1. The FRSG shall be comprised of the District's Charter School Liaison, staff members from the Financial Department Operations, Charter School Operations, and, when appropriate, the Office of Management and Compliance Audits.
2. The Chief Auditor will present the FRSG's recommendation to the Board's independent Audit Committee for review and recommendation to the Board.
3. Inability to cure a deteriorating financial condition and/or status of financial emergency may result in termination of the charter school contract.

10. Grants

- a. If the Board is required to be the fiscal agent for a grant, the charter school shall comply with the Board's grant procedures as indicated in the charter contract.
- b. The Board shall receive written approval from the charter school to include the charter school in a District-wide grant. The appropriate pro-rata share of grants will be allocated to the charter school, as defined by the grant awarded.

- c. The charter school is required to maintain adequate records to support grant-funded programs for the minimum years prescribed by the law. The Board may review these records, upon reasonable notice.

11. Health, Safety, and Welfare of Staff and Students

Carefully planned and executed fire exit drills shall be conducted at the beginning of each semester, at times designated by the principal, following instruction of all classes regarding exits to be used in case of fire. At least one (1) fire exit drill shall be conducted every month school is in session. Any emergency evacuation drill (e.g., "crisis event"), completely performed, may be substituted for a required fire exit drill in a given month. All drills and all deficiencies affecting egress shall be documented in writing.

Inspections of all buildings including educational facilities, ancillary plants, and auxiliary facilities for casualty safety, and sanitation shall be conducted at least once during each fiscal year. Conditions that may affect environmental health and safety or impair operation of the plant will be reported, with recommendations for corrective action.

Each school cafeteria must post in a visible location and on the school website the school's semiannual sanitation certificate and a copy of its most recent sanitation inspection report.

Under the direction of the fire official appointed by the Board, fire-safety inspections of each educational and ancillary plant located on property owned or leased by the charter school's governing board, or other educational facilities operated by the charter school's governing board, shall be made no sooner than one (1) year after issuance of a certificate of occupancy and annually thereafter. Such inspections shall be made by persons properly certified by the Division of State Fire Marshal to conduct fire-safety inspections in public educational and ancillary plants.

A copy of the fire safety inspection report shall be submitted to the Board and the county, municipality, or independent special fire control district providing fire protection services to the school facility within ten (10) business days after the date of the inspection, in accordance with Florida statute.

Alternate schedules for delivery of reports may be agreed upon between the charter school's governing board, the Board, and the county, municipality, or independent special fire control district providing fire protection services to the site in cases in which delivery is impossible due to hurricanes or other natural disasters. Regardless, if immediate life-threatening deficiencies are noted in the report, the report shall be delivered to the Board and to the county, municipality, or independent special fire control district providing fire protection services immediately.

K. Charter School Website

Each charter school shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to F.S. 1008.34; and, on a quarterly basis, the minutes of governing board meetings.

Board Annual Report Submission

The Board shall submit an annual report to the FLDOE in a web-based format to be determined by the FLDOE. The report shall include the:

- A. number of draft applications received on or before May 1st and each applicant's contact information;
- B. number of final applications received on or before August 1st and each applicant's contact information;
- C. date each application was approved, denied, or withdrawn; and
- D. date each final contract was executed.

Each year the Board shall submit to the FLDOE the information set forth in A through D.

Nonexclusive Interlocal Agreements

The Board may enter into nonexclusive interlocal agreements with Federal and State agencies, counties, municipalities, and other governmental entities that operate within the geographical borders of the District to act on behalf of such governmental entities in the inspection, issuance, and other necessary activities for all necessary permits, licenses, and other permissions that a charter school needs in order for development, construction, or operation. A charter school may use, but may not be required to use, the District for these services. The interlocal agreement must include, but need not be limited to, the identification of fees that charter schools will be charged for such services. The fees must consist of the governmental entity's fees plus a fee for the Board to recover

no more than actual costs for providing such services. These services and fees are not included within the services to be provided pursuant to F.S. 1002.33(20).

Services

The Board will provide certain administrative and educational services to charter schools. These services shall include contract management services; full-time equivalent and data reporting services, exceptional student education administration services; services related to eligibility and reporting duties required to ensure that school lunch services under the National School Lunch Program, consistent with the needs of the charter school, are provided by the Board at the request of the charter school, that any funds due to the charter school under the National School Lunch Program be paid to the charter school as soon as the charter school begins serving food under the National School Lunch Program and that the charter school is paid at the same time and in the same manner under the National School Lunch Program as other public schools serviced by the Board; test administration services, including payment of the costs of State-required or Board-required student assessments; processing of teacher certificate data services; and information services, including equal access to student information systems that are used by public schools in the District. Student performance data for each student in a charter school, including, but not limited to, State mandated testing scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Board to a charter school in the same manner provided to other public schools in the District.

The Board may withhold an administrative fee for the provision of such services which shall be a percentage of the available funds defined in F.S. 1002.33(17)(b) calculated based on weighted full-time equivalent students. If the charter school services seventy-five percent (75%) or more exceptional education students as defined in F.S. 1003.01(3), the percentage shall be calculated based on unweighted full-time equivalent students. The administrative fee shall be calculated as follows:

1. Up to five percent (5%) for the following:

1. enrollment of up to and including 250 students in a charter school as defined in F.S. 1002.33(20);
2. enrollment of up to and including 500 students within a charter school system which meets all of the following:
 1. includes conversion charter schools and nonconversion charter schools;
 2. has all of its schools located in the same county;
 3. has a total enrollment exceeding the total enrollment of at least one school district in Florida;
 4. has the same governing board for all of its schools; or
 5. does not contract with a for-profit service provider for management of school operations;
3. enrollment of up to and including 250 students in a virtual charter school.

2. Up to two percent (2%) for enrollment of up to and including 250 students in a high-performing charter school as defined in F.S. 1002.331.

The Board will not charge charter schools any additional fees or surcharges for administrative and educational services in addition to the maximum percentage of administrative fees withheld pursuant to this policy.

If goods and services are made available to the charter school through the contract with the Board, they shall be provided to the charter school at a rate no greater than the Board's actual cost unless mutually agreed upon by the charter school and the Board in a contract negotiated separately from the charter. When mediation has failed to resolve disputes over contracted services or contractual matters not included in the charter, an appeal may be made for a dispute resolution hearing before the Charter School Appeal Commission. To maximum the use of State funds, the Board shall allow charter schools to participate in the sponsor's bulk purchasing program if applicable.

The governing body of the charter school may provide transportation through an agreement or contract with the Board. The charter school and the Board shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the charter school as determined in its charter.

Interpretation

If a court or agency of competent jurisdiction invalidates any provision of this policy or finds a specific provision to be in conflict with the Florida Constitution, Florida statutes, the Florida Administrative Code, or any rule or policy prescribed by FLDOE, then all of the remaining provisions of this policy shall continue unabated and in full force and effect.

In the event that an existing charter school contract provision is found to be inconsistent with this policy, the charter contract provision prevails. Any charter approved after the adoption of this policy is required to be fully consistent with this policy.

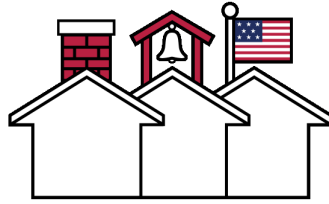
Technical Change 1/14/16

Revised 2/14/17

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Legal	F.S. 39.203
	F.S. Chapter 120
	F.S. 218.39
	F.S. 218.391
	F.S. 218.503
	F.S. 286.23
	F.S. 768.095
	F.S. 1001.10(5)
	F.S. 1001.41
	F.S. 1002.31
	F.S. 1002.33
	F.S. 1002.345
	F.S. 1008.31
	F.S. 1008.34
	F.S. 1011.60
	F.S. 1012.01
	F.S. 1012.315
	F.S. 1012.32
	F.S. 1013.12
	Chapter 96-186(1) Laws of Florida
	F.A.C. 6A-1.0081
	F.A.C. 6A-1.099827
	F.A.C. 6A-2.0020
	F.A.C. 6A-6.0781
	F.A.C. 6A-6.0784
	F.A.C. 6A-6.0786
	F.A.C. 6A-6.07862
	F.A.C. 6A-6.0787
	F.A.C. 6A-6.0788
	FLDOE Forms IEPC-M1, IEPC-M2, IEPC-SC, IEPC-VI, IEPC-V2, IEPC-M1A

Last Modified by Chris Taylor on March 14, 2018



Book Policy Manual

Section District Requested with Volume 18, Number 1

Title NEW - Political Activity

Number *SERIES 9000 #TBD BY NEOLA (District would like 9150.02, if possible) BD 3 8 2018

Status

NEW POLICY

SERIES 9000 #TBD BY NEOLA (DISTRICT WOULD LIKE 9150.02) - POLITICAL ACTIVITIES

TBD BY NEOLA – Political Activities

I. Definitions

- A. Political Activity - The term political activity shall include any and all efforts of individuals, individually or in concert with others, which are done for the purpose of supporting or opposing any candidate, party or issue in an election or done to affect the outcome thereof.
- B. Political Events - The term political events shall include any and all meetings, fund raisers, gatherings, or other such events organized or conducted for the purpose of supporting or opposing any candidate for public office, any issue which is or may be scheduled to appear on an election ballot, or any political party or organization.
- C. School Facilities – The term school facilities shall mean any buildings and grounds, owned, operated, controlled, or maintained by the School Board including but not limited to schools, ancillary facilities, athletic facilities, and office complexes.

II. Political Activity in School Facilities

A. Political Events

No political events may be conducted at school facilities at any time except as provided herein.

Political forums in which the general public is invited to meet and hear all candidates in a particular race(s) or to meet and hear representatives of both sides of an issue appearing on the ballot may be held at school facilities under the following conditions:

1. The forum shall be sponsored by an organization having an official affiliation with the school or District school system.
2. All announced candidates for the specific office(s), or representatives for or against each issue, included shall be given an invitation in writing.
3. A candidate who cannot personally attend shall be allowed to send a designated representative in his/her place.
4. The presentation by each candidate for any office, or representative for or against a specific issue, shall be limited to the same amount of time.
5. Distribution of campaign materials or materials directed toward a specific issue being addressed by the forum shall be confined to the immediate area in which the forum is being conducted; no other campaign materials or materials directed to issues shall be distributed.
6. No preferential treatment shall be afforded any candidate or issue in any way (e.g., seating, speaking order, introduction).

B. Political Activity by Students

Students shall have the right to express their preference for political parties, issues, or candidates in any manner during school hours or at school activities held in school facilities. However, any such form of expression shall be subject to reasonable regulation by the school at any time that

1. The student is serving as an official representative of the school or District school system to the general public;
2. The manner or form of expression is disruptive to the education program of the school; or
3. The principal or person in charge of the facility has reasonable cause to believe that failure to regulate the student's expression would result in material disruption of the educational program of the school.

c. Political Activity by School Officers (Superintendent and Board Members) or Employees

As an individual, each officer or employee retains all rights and obligations of citizenship provided in the Constitution and laws of the state and the Constitution of the United States. However, no officer or employee shall

1. Use his/her official position in any way to influence or attempt to influence, students to support or oppose any candidate, party or issue. Such prohibition shall include, but not be limited to, any form of advocacy or opposition in a classroom or school setting or other school related student-teacher relationship.
2. Participate in any political activity while on duty, unless such participation involves passive political expressions which are totally unrelated to the performance of his/her assigned duties and not otherwise prohibited herein (e.g., displaying a bumper sticker on his/her automobile, lapel pin, campaign button, political advertising on items of clothing).
3. Attempt, either directly or indirectly, to coerce political activity or political support from any other School Board employee.
4. Solicit or attempt to solicit funds from a School Board employee on behalf of a candidate, party, or issue. Nothing contained herein shall be interpreted to prohibit an employee from suggesting to another employee, outside of normal work hours in a non-coercive manner, that he/she may voluntarily contribute to a fund which is administered by a party, committee, organization agency, person, labor union or other employee organization for political purposes.

D. Other Political Activity

The following forms of political activity shall be prohibited at all times at school facilities:

1. Distribution of campaign material, including cards, brochures, and other items defined by law as political advertising, to students or employees;
2. Political signs, whether placed on or in the building, or elsewhere on School Board property (including School Board owned vehicles). Political Signs as used herein shall not include advertising on items of clothing, bumper stickers, sunshades, or other signs permanently affixed to a vehicle and which are legal for roadway traffic;
3. Solicitation of students or employees by a candidate or any person acting on behalf of a candidate;
4. Personal appearances of candidates before student groups, unless part of an approved course of study and presented in a responsible manner and

unless equal opportunity is afforded to all candidates in the particular race;

5. Nothing contained herein shall be interpreted to prohibit any candidate from being on school grounds or in a school facility at any time if such candidate is
 - a. Attending a function that is open to the general public;
 - b. Attending a function that is open to members of an organization and the candidate is a legitimate member;
 - c. Visiting the school to obtain information concerning his/her student;
 - d. Visiting the school in accordance with established School Board rules permitting such visits; or,
 - e. Visiting the school at the invitation of the school administration in conjunction with participation in a specific school activity; however, any such invitations shall be extended in a nondiscriminatory manner; and,
6. Nothing contained herein shall be interpreted to prohibit the distribution or use of newspapers, magazines, or programs for athletic events which contain paid political advertising, where the distribution or use of such items is for purposes which are nonpolitical in nature. Neither shall anything contained herein be interpreted to prohibit distribution of any political materials which are to be used as a part of an approved course of study.

III. Nothing contained in this School Board rule shall be interpreted to prohibit an officer or School Board employee from performing any statutory or assigned duties with respect to any issue which directly affects the District school system or which is placed on the ballot by or at the request of the School Board. Neither shall any provision herein be interpreted to restrict the appropriate utilization of school facilities in the performance of such duties.

STATUTORY AUTHORITY: 1001.41, F.S.

LAW(S) IMPLEMENTED: 104.31, 106.15, 120.565, 1001.42, 1001.43, 1012.22, 1012.23, F.S.

Last Modified by Brenda Davis on March 15, 2018

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School District of Indian River County

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

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

Insert Picture

DRAFT

Positive Climate and Discipline Code of Student Conduct Handbook 2018-2019

NEW MEMBERS AND PARTICIPANT LIST REVISED BELOW

Committee Members that contributed to the Positive Climate & Discipline Code of Student Conduct

Community Committee Members

Dr. John Brown
Ms. Merchon Green
Mrs. Joanne Holmes
Mrs. Stacey Klim
Ms. Barbara Lipton
Mr. Lance Lunceford
Ms. Sandra Mandel
Ms. Maryann Ronan-Lawson
Dr. Mara Schiff- Facilitated with District Core Team
Mrs. Michelle Scott

Community Partners

Mrs. Robyn Vanover
Mr. Ross Partee

District Core Facilitators

Dr. Lillian Torres-Martinez
Ms. Heather Clark
Mrs. Rachel Moree
Mrs. Felice Heppern
Mr. Dariyall Brown
Mrs. LaVonne Walker

School and District Staff Members

Mrs. Diane Parentela
Ms. Rachel Serra

School and District Staff -Student Participants

Mrs. Keondra Eberhardt
Mr. Derek Weintraub
Mrs. Liz Cannon

Superintendent Student Advisory Council

Community Participation

Detective John Finnegan
Mrs. Brenda Green
Mr. Randy Heimler
Ms. Sharon Kolor
Mrs. Katrena McMahan
Dr. Jaqueline Warrior
Ms. Jeanne Astremon
Ms. Kim Brady
Ms. Angela Feurtado
Ms. Nicki Genoni
Dr. Sharon Hayes
Ms. Sierra Holmes
Ms. Danielle Lee
Ms. Latoya Morgan
Mr. Rickavius Stinson
Mr. Rosi Stubbs
Mr. Eugene Wolf

TABLE OF CONTENT WILL BE UPDATED AND RE-FORMATTED PRIOR TO
PUBLICATION

DRAFT

Introduction: Mission and Vision

Message from Superintendent

We are so very fortunate to live in a great community with great schools. I believe that the success of our schools is a result of the strong partnership with our families and our community. In fact, our school district logo illustrates this relationship. The three buildings in the logo represent home, school, and community, working together—for the success of all students. In recognition of this partnership, we engaged with the community to create a strategic plan to guide our work over the next five years.

Our district strategic plan is structured around five goals; Student Success, Culture & Climate, High Quality Workforce, Communication & Engagement, and Strategic Partnerships. The home, school, and community connection is prevalent in all the goals. To implement the strategies and accomplish the goals of the plan, we will need the support and involvement of the entire community.

As we move forward I want to remind everyone of our vision and mission statements:

Vision: Educate and inspire every student to be successful.

Mission: To serve all students with excellence.

There are some very important words in both of those statements: all and every. It is our responsibility to provide the best education possible to each individual student who attends our schools. This commitment to all students is evident throughout this plan. It is reflected clearly in the goal statements, objectives, strategies, and measures of success. We must never lose sight of the importance and value of each individual student.

The Positive Climate and Discipline Code of Student Conduct is the District policy that supports goal 2, culture and climate: promoting safe and orderly school environment where staff and students thrive in positive learning and work environments where they feel safe, supported, and celebrated. The objectives and strategies are:

- Every school fosters a caring and responsive culture to ensure a positive learning environment for staff and students.
- Every school provides a safe and secure learning environment.
- Every school recognizes and celebrates the accomplishments of students and staff.

Strategies

- Provide staff with training and support to build positive learning and work environments for meeting the needs of all students.
- Provide effective positive behavior support systems in each school.
- Administer all discipline systems in a fair and consistent manner.

All schools within the district will participate in Positive Behavior Intervention Support (PBIS) Framework training and will adopt evidence or research based programs and/or strategies that support their students' needs and promote a safe positive school environment where students are recognized and feel supported.

Core Values

Core Values...	We believe:
Accountability	<p>in holding all individuals within the organization accountable for their decisions and actions.</p> <ul style="list-style-type: none"> ▪ We show accountability by being prepared for work and class, following school guidelines, studying, and submitting assignments on time.
Cooperation	<p>family and community involvement are essential to student success.</p> <ul style="list-style-type: none"> ▪ We understand that working together we can achieve much more.
Diversity	<p>diversity adds value to the organization.</p> <ul style="list-style-type: none"> ▪ We treat everyone fairly, being open-minded to attitudes, ideas, cultures, and customs that may be different from our own, regardless of ethnicity, race, religion, gender, or disability.
Honesty & Integrity	<p>honesty and Integrity are the basis of every relationship.</p> <ul style="list-style-type: none"> ▪ We demonstrate honesty and integrity by telling the truth, and doing what is right, even if no one is watching.
Innovation	<p>in effective and efficient management of all resources.</p> <ul style="list-style-type: none"> ▪ We purpose to use technology and other advances to promote efficiency as we advance student achievement.
Perseverance	<p>in the power of the human spirit and the continuous improvement process.</p> <ul style="list-style-type: none"> ▪ We learn from our mistakes and seek to better ourselves.
Respect	<p>in a safe, healthy, and supportive learning and working environment.</p> <ul style="list-style-type: none"> ▪ We seek to establish environments where we value the worth and dignity of everyone, including ourselves, others, and the environment.
Responsibility	<p>it is our responsibility to empower every child to learn.</p> <ul style="list-style-type: none"> ▪ We demonstrate responsibility by owning our behaviors, and when necessary, repairing harm.
Service to others	<p>students are the focus of all decisions and actions.</p> <ul style="list-style-type: none"> ▪ We seek to create a culture where students' needs, data, and input drive all decisions.

School Expectations and Responsibilities

School Community Expectations and Responsibilities

Each member of the school community plays an important role in the creation of a safe, supportive, and positive school climate. To accomplish this, we must work together, supporting and respecting one another's roles. All community members, including school staff and administration, parents/guardians, community organizations, and students, are responsible for promoting engaging school environments that support teaching and learning. Staff and students thrive in a positive learning and work environment where they feel safe, supported and celebrated.

What can Community-Based Organizations do to support and promote safe and orderly school environment?

Community members such as law enforcement, mental health service providers, and youth activity service providers play a crucial role in the establishment of a safe, supportive, and positive school climate. This is accomplished through mutual support and respect. All community-based organizations share the following objectives:

1. Assist schools in creating positive, safe, supportive, healthy, and engaging learning environments.
2. Serve as a resource for students, families, and school staff.
3. Collaborate with school and district staff to share ideas and strategies that promote positive, healthy, and enriching school environments.

Responsibilities of School Staff and Administration

1. Know rules and regulations, discipline policies, intervention strategies, programs, and sources of community support available to our students.
2. Promote a positive, safe, and supportive school climate, where all students can grow academically, socially, and emotionally.
3. Utilize a positive system of supports and interventions to keep students in school and engaged in the learning process.
4. Recognize, encourage, and reward appropriate and positive conduct by all students.
5. Participate in professional development promoting student engagement and support, positive classroom management, and a positive school climate.
6. Make every effort to communicate and respond to parents/guardians in a way that is accessible and easily understood.
7. Implement consequences that align with disciplinary actions, in a graduated and progressive manner, increasing in intensity as behaviors increase in severity and frequency, or when a pattern of behavior has been established.
8. Administer interventions and consequences consistently and equitably, regardless of national origin, race, gender, ethnicity, religion, age, disability, and sexual orientation.
9. Eliminate disproportionality in discipline referrals, as well as in-school and out-of-school suspensions.
10. Provide each student with due process prior to intervention, or to consequences being administered, as a result of an infraction.
11. Use exclusionary disciplinary measures as a last resort, and in accordance with district policies.
12. Provide students and parents/guardians with makeup work when students are suspended from school.
13. Ensure that students are under the supervision of school staff while on school premises during "reasonable time" before and after school, and while attending or participating in a school-sponsored activity. "Reasonable time" is defined as 30 minutes before and after school, and 30 minutes before and after a school activity is scheduled or occurs.
14. Involve School Resource Officers only when a serious infraction occurs that endangers the safety and welfare of oneself or others.
15. Principals shall implement school district policies prohibiting bullying and harassment throughout the year and integrate the policies with the school's curriculum, bullying prevention and intervention program,

discipline policies and other violence prevention efforts. A list of programs authorized by the school district that provide instruction to students, parents, teachers, school administrators, counseling staff and school volunteers on identifying, preventing and responding to bullying or harassment, including instruction on recognizing behaviors that lead to bullying and harassment and taking appropriate preventive action based on those observations is in Appendix A of this handbook.

Rights and Responsibilities for Parents

Parent Rights – You have the right to ...	Parent Responsibilities – You have the responsibility to ...
be treated with courtesy and respect.	encourage your child(ren) to show courtesy and respect for self and others.
discipline that is progressive and applied fairly.	understand, and make certain your children follow, the Positive Climate and Discipline Code of Student Conduct.
seek: access additional resources to support your child.	support your child’s school in accessing and implementing interventions to improve conduct, such as counseling, after-school programs, and mental health services.
access <u>FOCUS</u> to monitor your child’s progress.	use FOCUS and connect with teachers to monitor your child’s progress and support learning.
address concerns with school officials.	share concerns with school officials as they arise.
visit your child’s school.	report to the office and sign in using the electronic visitor management system.
be kept abreast of all matters concerning your child.	ensure that the school has your current home, work, and cellular telephone numbers, updated home address, e-mail address, and emergency contact information.
participate in your child’s school activities, conferences, and problem-solving meetings.	make efforts to participate in your child’s school activities, conferences, and problem-solving meetings.
Both parents have the right to access student records and information, and be provided information about what is happening at school regardless of marital status, unless a certified court document stating otherwise is delivered to the school's Principal.	notify the school of any custody changes or other legal matters that relate to school.
expect your child to be safe and properly supervised during extracurricular school activities. Schools may provide law enforcement, crowd control, and proper supervision during extracurricular school activities.	maintain your child’s safety when attending any event as a spectator.
fair market value when paying damages.	Remit payment for damage done to school district property by a student, including lost or damaged books and teaching materials. If property or damages are not restored, schools may require: <ul style="list-style-type: none"> a. Student loss of extracurricular activity privileges b. Participation in community service

Student behavior that contributes to Positive-Safe Learning Environment and Student Success

The School District of Indian River County is committed to helping students benefit from positive, supportive and safe school environments. To meet these goals, students, attending Indian River County public schools will demonstrate behavior that has a positive impact on school climate.

Rights and Responsibilities for Students

Student Rights – You have the right to ...	Student Responsibilities – You have the responsibility to ...
attend school every day.	attend school on time every day, have necessary materials, and be prepared to learn.
learn in an orderly environment.	follow classroom rules and expectations, demonstrate good citizenship by reporting threats, and hazardous or dangerous situations, to an adult in authority.
be informed of the rules of conduct/behavior.	follow the rules of conduct/behavior, demonstrate respect for school property, and follow the Student Network and Internet Responsible Use and Safety Agreement.
be treated with dignity and respect.	treat others, including adults and peers, with dignity and respect, understanding and recognizing that your conduct affects other students and school staff.
reasonable and fair treatment.	treat others reasonably and fairly. You have the responsibility to make every effort to restore relationships negatively affected by poor conduct by participating in activities, interventions, and appropriate programs recommended by school staff
freedom of expression.	express yourself in a way that honors the school community.
freedom from harassment and discrimination.	contribute to a safe, positive school climate by refraining from discriminating against, bullying or harassing other students or school staff.

<p>peaceably assemble without being disturbed in the exercise of their constitutionally guaranteed rights to assemble peaceably and to express ideas and opinions, privately or publicly, provided that such exercise does not infringe on the rights of others and does not interfere with the operation of schools.</p> <p>(Additional information may also be referenced in Florida State Statutes 1001.43; 1006.145 and School Board Policy 5520.</p>	<p>maintain an atmosphere of peace.</p>
<p>freedom from unreasonable search and seizure.</p>	<p>refrain from bringing illegal items and substances onto school campuses.</p>
<p>Due Process.</p>	<p>be honest and accept responsibility.</p>
<p>Pledge of Allegiance: Upon written request from a parent a student may be excused from participating in reciting the Pledge of Allegiance, including standing and placing hand over their heart.</p> <p>(Additional information may also be referenced in Florida State Statute 1003.44 and School Board Policy 5780)</p>	<p>To submit a written request to the school principal</p>

Prevention and Intervention Practices (Multi-Tiered System of Support – MTSS)

An approach to prevention and intervention has been established to support our students. Interventions and strategies are provided to students through a Multi-Tiered System of Supports (MTSS) framework. Through MTSS, schools apply strategies to maximize student learning and behavioral outcomes. The interventions and supports provided match the level of support to student needs. PBIS refers to Positive Behavioral Interventions and Support, which encompasses “a range of research-based strategies used to increase quality of life and decrease problem behavior by teaching new skills and making changes in a person's environment” (APBS, 2014).

Positive behavioral interventions and support combines:

- valued outcomes,
- behavioral and biomedical science,
- validated procedures, and
- systems change

to enhance quality of life and reduce problem behaviors.

Our schools will take action steps to:

- Create processes that support positive school climates by using evidence-based strategies through our MTSS framework.
- Use school and student data to plan and implement the tiered strategies and interventions. Educators, administrators, and support staff may work with community-based organizations to provide support services as needed.

Multi-Tiered System of Support	Examples include but are not limited to ...
<p>Tier 1- Universal Supports for all students include strategies that are used to teach social, emotional, and behavioral competencies. These strategies maximize students’ abilities to problem-solve, and help develop a sense of responsibility and confidence in one’s ability.</p>	<p>PBIS Tier 1 School-wide and Classroom (Positive Behavior Intervention and Support)</p> <ul style="list-style-type: none"> • CHAMPS (Conversation, Help, Activity, Movement, Participation, Success) • Conscious Discipline • Skills Streaming • Restorative Practices
<p>Tier 2- Targeted Interventions and supports build on the lessons provided at Tier 1 and may prevent the need for more intensive interventions. Tier 2 supports are provided to small groups of students with similar needs, offering more time and/or detailed instruction on the core curriculum.</p>	<p>PBIS Tier 1 plus Tier 2</p> <ul style="list-style-type: none"> • Social Skills Groups • Check-In and Check-Out Support Plan • Check and Connect • Social/Emotional Counseling Groups • Mentoring • Parent Groups • Restorative Practices
<p>Tier 3- Supports continue to build on the lessons and supports provided at Tiers 1 and 2, becoming more individualized and more intensive until teams can identify what is needed for a student to be successful. Tier 3 supports are based on the underlying reasons for a student’s behavior.</p>	<p>PBIS Tier 1, Tier 2 and Tier 3</p> <ul style="list-style-type: none"> • Behavioral Contract • Behavior Intervention Plan • Functional Behavioral Assessment • Collaboration with and Referrals to Community Resources and Agencies • Restorative Practices

Additional information may also be referenced in Florida State Statutes 1002.3105; 1003.41; 1003.4156; 1003.4203; 1003.428; 1003.4282; 1007.271; 1008.25 and School Board Policy 5410.

Student Attendance

What You Should Know About Attendance

School attendance is one of the strongest predictors of student success and is required of all students between the ages of six (6)--or turning 6 before February 1st-- and 16, unless otherwise exempted by law.

Good attendance provides students with opportunities to learn in the classroom and develop into strong students and citizens. Even just two absences a month can add up to far too much time lost in the classroom. Missing 10% or more of school days is considered chronic absenteeism. Below are percentages reflecting the impact of attendance.

96-100% is considered Good Attendance; 91-95% is considered At Risk of Underachievement; 90% is considered Seriously At Risk of Underachievement; 85% indicates Severe Concerns with Underachievement.

Regular school attendance is crucial to student success in school. Absenteeism has a negative impact on students’ educational progress and sense of responsibility. Educators shall encourage regular attendance of students, maintain accurate attendance records, and follow reporting procedures.

Provisions shall be made for promoting school attendance by addressing personal problems, educating parents, and enforcing compulsory attendance laws and related child welfare legislation. Additionally:

- Absences must be reported to the school by the parent or adult student (over 18 years old) within two days (48 hours) electronically, in writing or by phone. Failure to report and explain the absence(s) shall result in unexcused absence(s). Final authority for determining acceptability of the reason for the absence(s) shall rest with the principal.
- Teachers shall record absentees each period of the school day and report absences--excused and unexcused--as required by the school.
- Parents will be contacted when a student has three (3) unexcused or unexplained absences, to prevent patterns of nonattendance.
- When a student has at least five (5) unexcused or unexplained absences within a calendar month, or ten (10) unexcused or unexplained absences within a ninety (90) calendar day period, the following will occur:

The teacher shall report to the Principal that the child may be exhibiting a pattern of nonattendance, if applicable.

The Principal will refer the case to the **MTSS/Individual Problem Solving Team** to determine if early patterns of truancy are developing. If the **MTSS/Individual Problem Solving Team** finds that a pattern of nonattendance is developing, a meeting with the parent must be scheduled to identify potential remedies. If the problem is not resolved, the **MTSS/Individual Problem Solving Team** will implement interventions.

Habitual Truancy

When a student has a total of fifteen (15) unexcused absences within ninety (90) calendar days, with or without knowledge and consent of parents/guardians, she/he will be considered habitually truant. Parents will be notified of the excessive absences and the intent to notify the **Department of Highway Safety and Motor Vehicles**, if appropriate. When students are truant, they may be subject to having a truancy petition filed. Please note that this may happen under state statute if the student has:

- 1) At least five (5) unexcused or unexplained absences within a calendar month
- 2) Ten (10) unexcused or unexplained absences within a ninety (90) calendar day period
- 3) More than fifteen (15) unexcused absences within a ninety (90) calendar day period

Tardiness

Tardiness is defined as an arrival to school or class after the designated time, or after the tardy signal has sounded. When tardiness become excessive --four (4) or more times per nine-week grading period-- the parent/guardian will be notified by classroom teachers. Progressive interventions will be initiated by the MTSS Individual Problem Solving Team.

Early Departure

An early departure is any unexcused departure prior to the end of the class or school day. Parents are encouraged to keep students in school for the entire school day with minimum interruptions or requests for early dismissal. Early dismissals interfere with classroom instruction. Dismissal within the final 30 minutes of the school day is prohibited unless the Principal determines that it is an emergency, or the student has a medical, dental, or court appointment that cannot be rescheduled.

Excused Absences

The following factors are deemed to be reasonable excuses for students' school absences:

- Personal illness: medical evidence may be required by the principal or designee for absences exceeding five (5) consecutive days

- Court appearance
- Medical appointment
- Approved school activity
- Insurmountable problems (Prior permission by principal or designee is required except in the case of an emergency)
- Attendance at a center under the supervision of Children and Families Services
- Significant community events with prior permission of the principal or designee
- Religious instruction or religious holiday
- Death of a family member
- Out-of-school suspension
- Confinement at a detention center
- All other reasonable excuses with prior approval of the principal or designee

Students shall not be given excused absences to remain out of school for working, unless the job is an integral part of the student's instructional program.

Absences not included in the above list shall be documented as unexcused.

Makeup School Work for Absences

For any absence excluding truancy, the student shall have two (2) days to make up work for each day missed. Principals may grant time extensions to the student for extenuating circumstances. Type of assignments will be at teacher's discretion.

Discipline

No student shall be suspended for unexcused tardiness, lateness, absences, or truancy.

Any student who fails to attend any regularly scheduled class and has no excuse should be referred to the appropriate administrator. Disciplinary action shall include parental/guardian notification.

If a student violates attendance standards or other rules of the school, appropriate discipline will be applied, but grades will be determined by the student's academic performance.

Additional Attendance Processes

- Parents have the right to challenge attendance records by providing documentation that may change the status of an absence. Challenges must be made within the grading period in which the absence occurred. After the documentation is submitted and reviewed, final decision rests with the principal.
- Any student who, due to a specifically identifiable physical or mental impairment, exceeds or may exceed the district's limit on excused absences, is referred for eligibility evaluation under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973.

Additional information may also be references in Florida State Statutes 1002.20; 1003.02; 1003.21; 1003.23; 1003.24; 1003.26; 1003.27 and School Board Policy 5200.

Student Dress Code

Dress code standards foster a safe, healthy, and positive climate that promotes constructive discipline, maintains order, and supports the teaching and learning process. Every school shall publish its dress code on their school's website.

Elementary school students wear a unified dress code. Each school will provide a description of their unified dress code.

Dress and Grooming Expectations for All Students:

- Pants are to be worn above the hip bone, with no visible undergarments, and present no safety hazards.
- Dress and grooming practices will not interfere with school work, create disorder, disrupt the educational program, or prevent the student from achieving educational objectives.
- Hair and clothing must not block vision or restrict movement.
- Clothing and accessories will contain no words or graphics, except for authorized school-approved clubs and activities (this is not intended to exclude clothing name brands (2 by 2 inches).
- Clothing will fit appropriately and include no oversized, undersized, or tight garments.
- Apparel will contain no sheer, net, mesh, or sleepwear items. Shirts will cover the person from the shoulders to the waist at all times, with no revealed midriff or cleavage. (i.e. leggings, jeggings and pajamas)
- Shorts, skorts, dresses and skirts are to extend beyond finger-length or mid-thigh, whichever measurement is longer.
- Hats and sunglasses may only be worn for P.E. activities, recess, or other specific circumstances when authorized by the Principal.
- Jewelry, accessories, or extended fingernails that could be deemed unsafe are not permitted. Dog-type collars, chains, and spikes are not allowed.
- Trench coats/Capes are prohibited.
- Certain courses may require a specific dress code.

District officials do have the flexibility to relax certain dress code requirements to ensure student safety and comfort. For example, if our community is experiencing extremely cold weather, the code may be relaxed to allow heavy coats, denim jeans, and other cold weather apparel that may not meet standard school dress code requirements.

Note: The Principal has the final authority to determine when personal appearance does not meet expectations.

State statute authorizes the school board to establish dress code requirements. All elementary schools will adhere to a unified dress code established by the school board and superintendent. For middle and high schools, the school board requires the School Advisory Council (SAC) to decide whether a unified or restrictive dress code is necessary for the safety and welfare of the student body and school personnel. When the SAC determines that a unified or restrictive dress code is necessary, the proposition shall be submitted to a vote of the families of students at such school, pursuant to a procedure established by the superintendent. If the proposition is approved by persons eligible to vote, and passes with a written vote of at least fifty percent + 1 (majority vote) in favor of the proposition, then the requirement for a unified or restrictive dress code shall be established and enforced at that school.

Additional information may also be referenced in Florida State Statute 1001.43(1)(b) and School Board Policy 5511.

Drugs and Alcohol Possession, Use, and Distribution

The misuse of drugs is a serious problem with legal, physical, and social implications for the entire school community. "Drugs" shall mean:

- A. all dangerous controlled substances as so designated and prohibited by Florida statute
- B. all chemicals which release toxic vapors
- C. all alcoholic beverages
- D. any prescription or patent drug, except those for which permission to use in school has been granted pursuant to school board policy
- E. anabolic steroids
- F. any substance that is a "look-alike" of any of the above

Possession, concealment, or distribution of any drug or drug-related paraphernalia as the term is defined by law, or the misuse of a product containing a substance that can provide an intoxicating or mood-altering effect, is prohibited on school grounds, on school vehicles, and at any school-sponsored event. Further, it is established that a drug-free zone exists within 1000 feet of any facility used by the district for educational purposes.

Progressive interventions and consequences for drug and alcohol behavior actions are listed in the Levels of Interventions and Consequences sections of this handbook.

Over-the-Counter (OTC) Medication

"Medication" shall include all medicines including those prescribed by a physician and any non-prescribed (over-the-counter) drugs, preparations, and/or remedies, herbal products, cough drops, medicated throat lozenges and vitamin supplements.

Students are **not** allowed to have medication in their possession on school property, on the school bus, or while attending any school-sponsored activity except for emergency medication such as: asthma inhalers, epinephrine auto-injectors, diabetic testing/treatment supplies, pancreatic enzymes prescribed for the student, prescribed by a physician. In order to carry emergency medication, the following criteria must be met:

A Medication Permission Slip has been completed and signed by the student's parent/legal guardian. Parental Authorization for Students to Carry and Self Administer and a Physician's Authorization for Medication must be completed. **Acetaminophen (Tylenol)** may be given to Middle and High School students without a physician's order providing the following criteria are met:

- The Tylenol must be in an unopened bottle of 325mg or 500mg strength and brought in by the parent/guardian. Unit dose packages of acetaminophen are acceptable in lieu of bottled medication.
- An OTC Medication Authorization Form must be filled out and signed by the parent/guardian.
- A Medication Permission Slip must be filled out and signed by the parent/guardian.

Any other non-prescription medication must have a doctor's order/prescription for use and a completed and signed Medication Permission Slip. It also must be received in its original container, unopened, and be labeled with the student's name. The only over-the-counter medications to be stored are those medically prescribed for specific students. Those medications will be kept in the locked medication cabinet in the health room. For more detailed information please refer to the Medication Procedures Parent's Handbook 2018-19. **Additional information may also be referenced in Florida State Statutes 893; 1006.062 and School Board Policies 5310, 5330 and 5530.**

Tobacco-Free Safe and Healthy Learning Environment

Tobacco is the leading cause of preventable death in Florida. Most tobacco use begins before the age of eighteen. It is important that schools provide a safe and healthy learning environment, free from exposure to known carcinogens, and one in which adults are role models for healthy behavior. As school district personnel and school visitors serve as role models to students, comprehensive school policies are a necessary strategy to prevent youth initiation, as well as to reduce tobacco use.

All uses of tobacco products in any form including the use of electronic “vapor/ vaping” or other substitute forms of cigarettes, clove cigarettes, or other smoking devices are prohibited in all school board-owned properties, facilities, and at any school board-sponsored event, 24 hours a day/365 days a year, for students, district personnel, and visitors. Students are prohibited from possessing or using tobacco products during school-sponsored events whether on or off district property. If a tobacco citation is issued by a School Resource Officer (SRO), it is mandatory that the student pay a civil penalty and attend a school-approved anti-tobacco program. The anti-tobacco program is ten weeks in duration and is offered at the Substance Awareness Center of IRC. **Failure to complete this program or to pay the civil penalty will result in the suspension of the student’s driver’s license or withholding of license.** Additionally, students possessing or using tobacco products are subject to progressive disciplinary and accountability measures. **Additional information may also be referenced in Florida State Statute 381.84; 386.202; 386.204; 386.206; 386.209; 386.212 and School Board Policy 5512.**

Weapons

Students are prohibited from possessing, storing, making, or using a weapon, including a concealed weapon, in a school safety zone and in any setting, that is: under the control and supervision of the district for school activities, including property leased, owned, or contracted by the district, a school-sponsored event, or in a district vehicle.

Students are required to immediately report knowledge of weapons and threats of violence by students and staff to the building principal. Failure to report such knowledge may subject the student to immediate suspension and potential expulsion from school.

Any student who violates this policy will be reported to the student's parents or guardians and to the criminal justice or juvenile delinquency system. The student may also be subject to disciplinary action, up to and including expulsion.

Exceptions include items pre-approved by the building principal as part of a class or individual presentation, or as theatrical props used under adult supervision. **This exception does not apply to working firearms or to any ammunition. Additional information may also be referenced in Florida State Statutes 790.001; 790.06; 790.115; 790.251; 1001.43(1)(a); 1006.07 and School Board Policy 5772.**

Gun Free Schools

The **Gun Free Schools Act of 1994** establishes that any student who is determined to have brought a firearm, as defined in *18 U.S.C. s.921*, to school, to any school function, or onto any school-sponsored transportation will be expelled, with or without continuing educational services, from the student’s regular school for a period of no less than one full year, and will be referred to mental health services identified by the school district and the criminal justice or juvenile justice system. **Additional information may also be referenced in Florida State Statute 1012.584 (4) and Senate Bill 7026.**

Student Groups

Student groups will be recognized as authorized school organizations only if they are approved by the school administration, sponsored by school-approved personnel, composed of members of the current student body, conduct the majority of their meetings at school, and have established aims, which are educational in nature.

Membership or participation in the organization or operation of any fraternity, sorority, or other secret group as described by law is prohibited. In particular, any type of gang or gang-related activity as identified by law enforcement

is prohibited on district property or in the guise of school-sponsored activities. **Additional information may also be referenced in Florida State Statute 874.03(3) and School Board policy 5840.**

Bullying, Harassment, Cyberbullying, Sexual Cyberbullying, Hazing, Dating Violence and Abuse, Bias Behavior, and Gang-Related Activities

The school district is committed to providing an educational setting that is safe, secure, and free from harassment and bullying for all our students and school employees. Unlawful bullying and harassment, cyberbullying, sexual cyberbullying, hazing, dating violence and abuse, bias behavior, unlawful discriminatory harassment of “protected classes” and gang-related activities of any type will not be permitted.

Schools shall appropriately **identify, report, investigate, and respond to situations** of bullying, harassment, cyberbullying, sexual cyberbullying, hazing, dating violence and abuse, bias behavior, and gang-related activities of any type. This applies whether incidents occur on school grounds, at school-sponsored events, through school computer networks, off school grounds, or in any way have an impact on school safety and positive school climate. To ensure a bully-free school environment schools shall practice the following: (1) identify where and when bullying occurs; (2) train all school personnel to recognize bullying; (3) increase adult supervision at campus "hot spots"; (4) create an anti-bullying task force charged with educating students and staff; and (5) integrate anti-bullying materials into curriculum for discussion and role-play.

Violent Crimes and Victimization

Violent crimes and victimization committed on campus, during any school-sponsored event, or connected to a district school in any way will be reported to law enforcement. Offenders are subject to arrest and criminal prosecution.

Getting Help: Reporting

Procedures

Our schools are steadfast in providing educational settings that are safe, secure, and free from bullying, cyberbullying, sexual cyberbullying, harassment, hazing, dating violence and abuse, gang-related activities, and bias behavior for all students and school employees. **The school Principal is the person responsible for receiving all complaints.** Any student or parent/guardian who experiences any of the above acts should immediately report the situation to the school Principal. **If an act occurs during non-school hours, it should be reported to a law enforcement agency.**

Note: Written and oral reports are considered official reports. Reports can be made anonymously. After a formal investigation is completed, interventions and consequences will be applied as needed.

A victim of the above acts, or anyone who witnesses an act and has credible information, may utilize the Stop, Walk, Talk **reporting** procedures. For example:

Stop: Tell the offender to stop, or you can say to yourself, “, I won’t allow this person to make fun of me, tease me, or bully me.”

Walk: Walk away calmly. Don’t fight back; if possible, find a friend to walk away with you. Try not to show anger or fear. (Students who bully like to see they can upset you.)

Talk: Tell a trusted adult, your teacher, school counselor, or an administrator if you are being bullied at school. **Telling is not tattling.** Write down--or ask someone to write down for you-- what happened, where and when it happened, and who bullied you. Remember that you can always tell your parents or guardians.

- Report the incident:
 - To an adult
 - In writing
 - In the anonymous “Comments” box(es) located in your school’s main office, health room, guidance office, student support specialist office, and media center.

If bullying occurs after school hours, report it to your local law enforcement agency or notify your SRO when returning to school.

- If you witness bullying (**you are a bystander**), you should:
 - Refuse to join in
 - Never fight a bully
 - Get others to help you speak out against the bully
 - Distract the bully
 - Report all bullying to school staff
 - Utilize the universal web-based reporting system on your school and/or School District of Indian River County website: www.indianriverschools.org
 - Utilize comment reporting boxes that are placed in your school’s main office, health room, guidance office, student support specialist office, and media center
 - Utilize reporting forms located next to the comment boxes or downloaded from the SDIRC website
 - Contact local law enforcement if an act occurs after school hours

Additional information may also be referenced in Florida State Statute 1006.147 and School Board Policy 5517.01.

Interscholastic and Extracurricular Activities

Interscholastic athletics and sports have a positive impact on students and are an integral part of the school experience, benefitting the community. The program should foster the growth of school loyalty within the student body, and stimulate community interest in athletics. Participation in the district's interscholastic athletics programs is a privilege. All middle schools and high schools are members of the Florida High School Athletic Association (FHSAA) and are governed by its rules and regulations. All district students (including transfer students) shall satisfy the eligibility requirements established by the FHSAA, Florida law, and school board policy.

Participation in extracurricular activities, including interscholastic sports, is a privilege. Therefore, the school board authorizes the superintendent, principals, and assistant principals to prohibit a student from participating in extracurricular activities of the school district for offenses or violations of the Positive Climate and Discipline Code of Student Conduct for a period not to exceed the remainder of the school year in which the offense or violation took place. All procedures relating to disciplinary actions, as outlined in Section 5 and Section 6 of this handbook, must be followed prior to prohibiting a student from participating. Exclusion/removal should be used as a last resort; restorative practices and transition meetings to support students in interscholastic/extracurricular activities after a suspension may be used as an alternative.

*Additional rules and information may be found in school handbooks and policies.

In addition, student athletes are further subject to the Florida High School Athletic Association (FHSAA) Code of Conduct and may be prohibited from participating in all or part of any interscholastic sport for violations therein.

- Eligibility requirements may not be affected by any alleged recruiting violation until final disposition of the allegation is completed.

- A student may not participate in a sport if the student participated in the same sport at another school during that school year, unless the student meets participation criteria.
- A student not currently suspended from intrascholastic extracurricular activities, or suspended or expelled from school, pursuant to district school board suspension or expulsion powers, is eligible to participate in interscholastic and intrascholastic extracurricular activities.
- Additional information may be found on the Florida High School Athletic (FHASS) website and in Florida State Statute 1006.20 and School Board Policy 2431.

Additional information may also be referenced in Florida State Statutes 1002.20; 1006.195; 1006.20 and School Board Policies 2341; 2431.01 and 5610.05.

Student Use of Wireless Communication Devices

Student possession of a wireless communication device (WCD) is a privilege. To promote positive behavior and protection of students, all WCD users are expected to follow procedures and to sign a Network and Internet Responsible Use and Safety Agreement. The student is solely responsible for any equipment that he/she brings to school. The principal has the authority to allow or discontinue WCD use; therefore, all procedures are subject to principal approval. While on school district property, students must adhere to the following procedures:

- A. Students may use WCDs while riding to and from school, or to and from school-sponsored activities on a bus or other school board-provided vehicle, at the discretion of the bus driver and administrator, teacher, sponsor, advisor, or coach. Distracting behavior that creates an unsafe environment will not be permitted.
- B. When a student arrives at school, the WCD should be set to 'silent' or 'vibrate' and remain in that mode throughout the school day.
- C. With principal permission, the student may use their WCD before school, during lunch, and after school as long as they do not create a distraction, disruption, or otherwise interfere with the educational environment or school functions.
- D. The WCD may be used in class **only** for educational purposes, with the principal's and teacher's expressed permission.
- E. The student must connect to the district Wi-Fi to access the Internet during classroom instruction even if they have their own data plan in compliance with CIPA (Children's Internet Protection Act).
- F. Students must disable or deactivate any personal hotspots or other Internet sharing capability while on school grounds.
- G. During class, WCDs should not be visible when not being used as part of classroom instruction.
- H. Students may not use WCDs, personal data plans, or other networks to access or view Internet websites that are otherwise blocked for students by the district's web filter.
- I.. Students may not download or stream any audio or video files without teacher permission.
- J. Students may not participate in cyberbullying, sexual cyberbullying sending hate e-mail/ posts/ texts, or making false, harassing, or obscene e-mail/ posts/ texts ("sexting").
- K. Students may not take pictures or videos of anyone on campus, or post or send any pictures or videos without a teacher's/administrator's permission.

- L. Students may not participate in hacking, cracking, vandalizing, introducing viruses, worms, Trojan horses, or time bombs, and may not use Peer-to-Peer (P2P) computing or networking.

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- M. Students may not use another person's password or account, change or steal another person's work or files, or use another's personal electronic device.
- N. Students may not use proxies, HTTPS, or special ports. Students may not change browser settings or in any other way try to get through Internet filters.
- O. Students may not post any personal information about themselves or anyone else online.
- P. Students will not have the ability to access network folders or print from personal devices.
- Q. Students must charge devices before coming to school; devices are not to be charged at school.
- R. During after-school activities, WCDs may only be used with the permission of the principal and administrator, teacher, sponsor, advisor, or coach.
- S. The district is not responsible for the security, repair, troubleshooting, technical support, loss, misplacement, theft, or damage of any personal WCD.

Note: Schools may implement site-specific procedures beyond those listed above. You may also reference Florida State Statute 1006.07(f) and School Board Policy 5136 for additional information if needed.

Student Network and Internet Responsible Use and Safety

Parents/guardians of minors are responsible for setting and conveying the standards that their children should follow when using the Internet. All Internet users (and parents/guardians of minors) are required to sign a written agreement annually, or at the time of enrollment, to abide by the terms and conditions of this policy and its accompanying procedures.

Advances in telecommunications and other related technologies have fundamentally altered the ways in which information is accessed, communicated, and transferred in society. Such changes are driving the need for educators to adapt their means and methods of instruction, and the way they approach student learning, to harness and utilize the vast, diverse, and unique resources available on the Internet. The school district is pleased to provide Internet services to its students. The district's Internet system has a limited educational purpose. The district's Internet system has not been established as a public access service or a public forum. The district has the right to place restrictions on its use to ensure accordance with its limited educational purpose. Student use of the district's computers, network, and Internet services ("Network") will be governed by this policy, related administrative guidelines, and the Positive Climate and Discipline Code of Student Conduct. The due process rights of all users will be respected in the event there is a suspicion of inappropriate use of the Network.

Users have no expectation of privacy in any communication sent or received by e-mail, during use of the Internet or Network access, use of electronic resources, in materials stored on any school board-provided electronic device, in materials stored using any board electronic device, or in materials stored on any personal electronic device that is connected to the board network.

The district encourages students to utilize the Internet in order to promote educational excellence in our schools by providing opportunities to develop the resource sharing, innovation, and communication skills and tools that are essential to both life and work. The instructional use of the Internet will be guided by Selection of Instructional Materials and Equipment board policy.

The Internet is a global information and communication network that provides an incredible opportunity to bring previously unimaginable education and information resources to our students. The Internet connects computers and users in the district with computers and users worldwide. Through the Internet, students and staff can access up-to-date, highly relevant information that will enhance their learning and education. Further, the Internet provides

students and staff with the opportunity to communicate with other people throughout the world. Access to such an

incredible quantity of information and resources brings with it, however, certain unique challenges.

First and foremost, the district may not be able to technologically limit access to services through the district's Internet connection to only those that have been authorized for the purpose of instruction, study, and research related to the curriculum. Because it serves as a gateway to any publicly available file server in the world, access to the Internet will open classrooms and students to electronic information resources which have not been screened by educators for use by students of various ages.

The district has implemented technology protection, utilizing software and hardware measures which monitor, block, and filter Internet access to visual displays that are obscene, use child pornography, or are harmful to minors. Nevertheless, parents/guardians are advised that a determined user may be able to gain access to services on the Internet that the school board has not authorized for educational purposes. In fact, it is impossible to guarantee that students will not gain access through the Internet to information and communications that they and their parents/guardians may find inappropriate, offensive, objectionable, or controversial. Parents/guardians assume risks by consenting to allow their child to participate in the use of the Internet.

Pursuant to federal law, students shall receive education about the following:

- A. safety and security while using e-mail, chat rooms, social media, and other forms of direct electronic communications,
- B. the dangers inherent with the online disclosure of personally identifiable information,
- C. the consequences of unauthorized access ("hacking"), cyberbullying, and other unlawful or inappropriate activities by students online and
- D. unauthorized disclosure, use, and dissemination of personal information regarding minors.

Site Administrators/Principals are responsible for providing training so that Internet users under their supervision are knowledgeable about Student Technology Responsible Use and Safety policy and its accompanying procedures. The board expects that staff members will provide guidance and instruction to students in the appropriate use of the Internet, and will monitor students' online activities while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions, or use of specific monitoring tools to review browser history and network, server, and computer logs. Students and staff members are responsible for good behavior on the district's computers and the Internet just as they are in classrooms, school hallways, and other school premises and school-sponsored events. Communications on the Internet are often public in nature. General school rules for behavior and communication apply. The board does not sanction any use of the Internet that is not authorized by or conducted strictly in compliance with this policy and its accompanying procedures.

Students shall not access social media for personal use from the district's network, but shall be permitted to access social media for educational use in accordance with their teacher's approved plan for such use.

The use of these technology resources is a privilege. Users who disregard this policy and its accompanying procedures may have their use privileges suspended or revoked, and disciplinary action taken against them. Users granted access to the Internet through the district's computers assume personal responsibility and liability, both civil and criminal, for use of the Internet not authorized by this board policy and its accompanying procedures. **Additional information may also be referenced in Florida State Statutes 1001.43 and 1001.51 and School Board Policy 7540.03 and 2520.**

Student Discipline

Overview

The goal of progressive discipline is to promote positive school climates and opportunities for students to develop relationships, resulting in better decisions and choices. District and school policies set expectations for behavior and consequences that will help students make better choices, improve social-emotional behavior, increase engagement and self-efficacy, and support achievements.

Students are responsible for their behavior and are held accountable when they behave inappropriately.

Students shall only be removed from the educational environment as a last resort, after guaranteed due process (definition in glossary). They are expected to follow the Positive Climate and Discipline Code of Student Conduct standards, federal and state laws, and school board policies while:

- On school grounds
- At school-sponsored activities and events
- Being transported to and from school or school-related activities and events

Note: Off-campus felonies impacting school environment may also be considered when applying discipline procedures. Additional information may also be referenced in Florida State Statutes 1006.07; 1006.13 and School Board Policy 5505.

Progressive disciplinary actions will be administered based on policies and procedures clearly communicated to staff, students, parents, and guardians. When deciding upon levels of interventions and consequences, administrators will consider developmental factors, student exceptionalities, and cultural sensitivities. Other considerations include:

- Previous conduct
- Probability of a recurring violation
- Intent and severity of the offense
- Patterns of established behavior

Criminal and violent offenses could result in increased interventions and consequences. Accountability measures are intended to keep students safe and engaged in the educational process.

Discipline Procedures Relating to Disciplinary Actions

Time-Out, Emergency Removal, Suspensions, and Alternative Placement as a Consequence for Behavioral Infractions

The school board recognizes that exclusion from a school's educational program, whether by emergency removal, suspension, or expulsion, is the most severe sanction that can be imposed on a student in this school district, and is one that cannot be imposed without due process. No student is to be removed, suspended, expelled, or excluded from an activity, program, or school unless the student behavior represents a severe infraction as specified in the Levels of Interventions and Consequences sections of this handbook.

Time-out : There are two types of time-out: "exclusionary" and "non-exclusionary". The purpose of timeout is to provide intervention opportunities and earn access back into the classroom setting. The maximum period for time-out is 50% of the instructional day or less. **If a student is removed from the instructional day for more than 50% of the time of their scheduled time in school, then it is considered either an in-school or out-of-school suspension.**

Exclusionary Time-out

An exclusionary time-out is in place when a student is removed from a reinforcing environment for a pre-specified period of time.

Time-Out Room: student is removed to a room/area created specifically for time-out purposes and is under a school board staff member supervision.

Time-Out within the same Classroom: time-out in a separate area within the classroom, and under teacher and/or a school board staff member supervision.

Non-Exclusionary Time-Out

A non-exclusionary time-out is in a place where the student is allowed to remain within the classroom/setting but is not permitted to engage in any reinforcing activities for a pre-specified period of time; this form of time-out removes reinforcers from the individual. (see Glossary for types of non-exclusionary time-out)

Progressive non-exclusionary and/or exclusionary time-out process

First offense – between 5% - 20% of the class session or instructional day*
Second offense – up to 25% of the class session or instructional day*
Third offense – up to 50% of the class session or instructional day*

*Progressive time-out measures can be used within the classroom setting (i.e., non-exclusionary) or outside of the classroom setting (i.e., exclusionary).

During these time-out occurrences, if defiance and/or disruption continue to occur, then additional strategies and/or interventions may be warranted, as indicated in the Levels of Intervention and Consequences.

Emergency Removal

The exclusion of a student who poses a continuing danger to school district property or persons, or whose behavior presents an ongoing threat of disruption to the educational process.

Suspension (In School and Out of School Suspension)

The student shall not be allowed to attend regular classes or school-sponsored activities for a prescribed number of days not to exceed ten (10). The Principal may refer the student during the period of the suspension to, a center for special counseling, or return the student to the parent/guardian. Prior to suspending a student, except in emergencies, the Principal shall make an effort to employ parental assistance or alternative methods of dealing with the student, and document such efforts.

Prompt notice of a suspension will be given by telephone to the student's parent/guardian, if possible. Formal written notification will be sent to the student's parent/guardian within twenty-four (24) hours of the time the student is informed of the suspension.

All out-of-school suspensions shall not commence prior to the beginning of the next school day following the infraction, unless the parents/guardians have been notified, except in emergencies or disruptive conditions which require immediate suspension, or in the case of a serious breach of conduct that is defined as:

- willful disobedience
- open defiance of a member of the school staff
- violence against persons or property
- any other act which substantially disrupts the orderly conduct of the school

In School Suspension

The student shall not be allowed to attend regular classes or school sponsored activities not to exceed ten school days.

In-school suspension will only be offered at the discretion of the Principal, as a means for keeping a student in school rather than suspending the student to a potentially, unsupervised out-of-school situation. The student is not only removed from the classroom and assigned to a designated work area, s/he may also be denied participation in any school activity for the length of the in-school suspension. The teacher(s) is to assign work related to a course of study for which the student will receive full credit upon completion of the assigned work.

Bus Suspension

Students may lose bus-riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior not to exceed 10 days without advanced approval from the Superintendent. The Principal is the only person with authority to suspend a student.

Expulsion

Expulsion is the removal of the right and obligation of a student to attend a public school for a period and under conditions set by the school board, not to exceed the remainder of the term or school year and one (1) additional year of attendance.

Threat or False Report

Any student who is determined to have made a threat or false report, involving school or school personnel's property, school transportation, or school-sponsored activity will be expelled, with or without continuing educational services, from the students' regular school for a period of not less than 1 full year and referred for criminal prosecution and mental health services identified by school district for evaluation or treatment, when appropriate.

Additional information may be referenced in Florida State Statute 790.162, 790.163 and Senate Bill 7026

Due Process Rights

Prior to a suspension, student will receive oral and written notice of the infraction(s) and an explanation of the evidence against the student. The Principal will hold an informal hearing to give the student an opportunity to explain their side of the story. An appeal may be addressed to the Superintendent, whose decision will be final.

If the student denies the infractions(s), the student will be given an explanation of the evidence, an opportunity to present their version of the case, and notification of the action taken by the Principal. In cases of extremely disruptive or dangerous behavior, persons or groups involved may be immediately suspended and removed from the school campus without the necessity of a prior hearing. In such instances, each student shall be afforded an informal hearing before the Principal prior to the end of the third day of suspension.

Students may be suspended from any or all co-curricular or extracurricular activities. The length of suspension shall be in accordance with progressive discipline practices.

Our school district will honor disciplinary consequences of suspension and expulsion from other districts. A student who has been suspended or expelled from another district will have to complete the suspension or expulsion term prior to attending a school in our district.

Due Process for Students Subject to Expulsion

A student and their parent or guardian will be given written notice of the principal's recommendation and the reasons therefore, and an opportunity to meet with a representative of the superintendent to respond to the infractions(s). The student and/or their parent or guardian shall also be provided with a description of the student's rights and of the hearing procedures. The board shall act on any recommendation for expulsion.

A principal may recommend the expulsion of a student to the Superintendent. The principal shall provide the Superintendent with an adequate history of the student's actions and alternative measures taken relevant to the recommendation. When the Superintendent makes a recommendation for expulsion to the school board, written notice will be given to the student and parent/guardian, setting forth the infractions(s) and advising the student and parent/guardian of their right to due process.

When school board action on a recommendation for the expulsion of a student is pending, the Superintendent may extend the suspension assigned by the principal beyond ten (10) school days, if such suspension expires before the

next regular or special meeting of the school board (school board meetings are held twice a month during the regular school year). In the case of a student receiving exceptional education services, please refer to the Special Programs and Placement Plan for Exceptional Student Education.

Placement in Alternative Education & Expulsion Recommendation Process

Suspension Expulsion Review Team (SERT)

When a student commits a serious breach of conduct, a principal may request that the student be considered for alternative education placement or for expulsion. The Superintendent shall refer the case to the SERT, which is comprised of Student Services professionals and school-based administrators. After reviewing all available information, SERT may recommend to the Superintendent one of the following:

- (1) A return to school with conditions listed in the stipulated order
- (2) Referral to mental health services
- (3) Placement at the alternative school program with conditions listed in the stipulated order
- (4) Recommendation for an expulsion hearing and parent/guardian notification of the right to appear at the expulsion hearing

Additional information may be referenced in Florida State Statute 1012.584(4) and Senate Bill 7026

Procedures for Appeal of Alternative Education Placements

The Superintendent has final discretion to accept the recommendation of SERT or to make a different recommendation, based on review of all available information.

Expulsion Appeals

Parents may appeal an expulsion recommendation in writing. The school board will hold a meeting to consider the written evidence presented at the hearing, as well as arguments of the principal, student, and parents/guardians. The board may then decide to uphold the expulsion or to authorize alternative discipline.

A student and parents/guardians must be given written notice of the intention to expel and the reasons therefore, and an opportunity to appear with a representative before the school board's hearing officer to answer the infraction(s). The student and parents/guardians will also be provided with a description of the student's rights and the hearing procedure. The school board shall act on any recommended expulsion by the hearing officer.

Procedures for Felony Suspensions

A principal may initiate suspension proceedings against any student who is formally charged by a prosecuting attorney with a felony, or with a delinquent act which would be a felony if committed by an adult, for an incident which allegedly occurred on property other than that owned by the school district. If the incident is shown to have an adverse impact on the educational program, discipline, or welfare of the school, the student may be suspended or placed at an alternative program. The principal will hold an administrative hearing to make the determination. Teachers will be notified by the principal or another administrator if they have a student in their class who has been charged with a felony. For additional information regarding this procedure, please contact the Director of Student Services. **Additional information may also be referenced in Florida State Statutes 1001.54; 1003.31; 1003.32; 1006.07; 1006.09(2) and School Board policies 5500; 5520; 5540; 5600; 5605; 5610; 5610.01; 5610.02 and 5611.**

Discipline Process for Students with Disabilities

When the behavior of a student eligible under the Individuals with Disabilities Education Act (IDEA) or Section 504 is such to justify serious disciplinary action, three (3) possible courses of action may be available depending upon the nature and severity of the behavioral problem:

- In-school or out-of-school suspension for a cumulative total of ten (10) days in any one (1) school year
- Interim Alternative Education Placement (IAEP) for possession of a weapon or illegal drugs at

- school or engaging in serious bodily injury
- Expulsion from school

Manifestation Determination Review

A Manifestation Determination Review (MDR) is required and conducted to examine the relationship between a student's behavior and their disability/disabilities. Students who are a) receiving Exceptional Student Education services b) have been determined eligible for 504 protections under the American's with Disabilities Act or c) are suspected of having a disability (by means of prior teacher documentation, prior parent request for an evaluation, or are currently in the evaluation process for a suspected disability), are eligible to have a manifestation determination conducted.

A manifestation determination must occur within 10 days of any decision to change the student's placement due to a violation of the Positive Climate and Discipline Code of Student Conduct Handbook.

A. When Must We Conduct a Manifestation Determination Review?

The MDR is to take place if/when a student has either exhibited a single behavior, or pattern of behaviors that has resulted in ten (10) consecutive or cumulative days of suspension, including any student who has exhibited a zero-tolerance behavior.

B. The education agency (school district), parent(s), and relevant members of the IEP team are involved in conducting the review and must consider the following information:

- Was the conduct caused by, or directly related to the student's disability/disabilities?
- Was the conduct a result of the educational agency's failure to implement the student's Individual Education Plan (IEP) and/or Behavior Intervention Plan?
- Was all relevant information in the student's file, including the IEP, teacher observations or reports reviewed by the MDR Team?
- Was all relevant information provided by the parent reviewed by the MDR Team?

C. The MDR should take place in a timely manner (within three (3) school days). When it is determined at the manifestation determination review that the exhibited behavior (or pattern of behaviors), is indeed a manifestation of the student's disability/disabilities (or prior suspected disability), the student may not be disciplined, and is to return to their home school immediately.

Additionally, if the behavior is a manifestation of the student's disability/disabilities, or that a pattern of behavior exists the IEP team must convene within ten (10) days of suspension to:

1. Conduct a functional behavior assessment (FBA), unless an appropriate FBA addressing the student's current needs has already been completed;
2. Implement a Behavior Intervention Plan (BIP). If a BIP has already been developed, review and modify it, as necessary, to address the behavior;
3. Return the student to the placement from which the student was removed, unless the IEP Team disagrees to a change in placement as part of the modification of the behavior intervention plan.
4. If/when there is serious concern that the home school is not currently an appropriate placement or the least restrictive environment in which the student's needs can be best met, the IEP team should convene immediately to problem solve to make appropriate educational recommendations and decisions.

- D. When the behavior is found NOT to be a manifestation of the student's disability/disabilities, the student completes the assigned disciplinary action, and the IEP team must meet to:
1. Initiate a plan to conduct an FBA, and develop a BIP if deemed necessary.
 2. Provide behavior intervention services and modifications designed to address the behavior to help prevent future reoccurrence.
- E. A student with disability/disabilities should not be removed from his/her current educational placement for more than an accumulation of ten (10) days in any (1) school year. If a student, who has demonstrated a pattern of behaviors, should receive more than ten (10) consecutive or cumulative school days during a school year, this would constitute a change in placement, and instructional home-based services must be provided to the student.

Additionally, any suspension beyond the accumulated ten (10) days in one school year results in the need for a MDR meeting at each occurrence.

Individual schools are responsible for monitoring the days of ISS and OSS for their students who are a) receiving Exceptional Student Education services b) have been determined eligible for 504 protections under the American's with Disabilities Act or c) are suspected of having a disability (by means of prior teacher documentation, prior parent request for an evaluation, or are currently in the evaluation process for a suspected disability) to ensure these students do not accrue more than 10 consecutive or cumulative days of suspension without a Manifestation Determination being conducted.

F. Best practice dictates that, prior to the 10 days of suspension and a Manifestation Determination:

1. The IEP or 504 team is to convene when a student has accumulated, or is in the process of accumulating five days of suspension. A suspension includes an Out-of-School Suspension (OSS) or an in-school suspension (ISS) if the ISS or OSS persists for 50% or more of the student's school day.
2. When a student has reached 5 days of suspension, the parent and student will be invited to participate in an IEP or 504 case review to problem solve and develop interventions in effort to decrease undesired behavior within the school setting and build skills that will increase success for the student. Interventions are to be implemented with fidelity and progress monitored on a regular basis.

In-School/Out-of-School Suspension

The principal may assign in-school or out-of-school suspensions for a student eligible under the IDEA or Section 504 for short-term periods not to exceed a cumulative ten (10) days during a school year. Such short-term suspensions from a program are not considered a change in educational placement and the procedural safeguards associated with a change of placement are not required. However, the Principal, in collaboration with a resource specialist and a student support specialist, should stay alert to the possible need to convene the Individual Education Plan (IEP) team or the Section 504 team to review the appropriateness of the student's current IEP or Section 504 Accommodation Plan and its implementation, and to determine whether the behavior and its frequency/intensity creates the need for a Behavioral Assessment and Behavioral Intervention Plan.

If the principal suspends a student eligible under the IDEA or Section 504 and suspects that further disciplinary action may be necessary during the school year, it is essential that the Individual Education Plan (IEP) team or the Section 504 team convene within ten (10) days of the suspension to complete a Functional Behavior Assessment (FBA). In addition, a Behavior Intervention Plan (BIP) may need to be developed by the IEP team or Section 504 team and made a part of the student's IEP. If the FBA and BIP cannot be completed prior to the student's suspension, they must be completed within the ten (10) days at the beginning of the suspension.

Interim Alternative Educational Placement

A student eligible under the IDEA or Section 504 may be placed in an interim alternative educational setting under one of the following conditions:

- A. An Interim Alternate Educational Placement (IAEP), has been made a part of the student's IEP or Section 504 Accommodation Plan, and its use is limited to ten (10) days or less in any school year.
- B. The student has been found to possess a weapon or illegal drugs in school.
- C. The student is a danger to self or others as determined by an independent hearing officer. The IEP team or Section 504 team may, however, choose to go directly to a court to obtain authority for an IAEP without involving a hearing officer.

The Individual Education Plan (IEP) team or the Section 504 team may place a student in a forty-five (45) calendar day Interim Alternative Educational Placement (IAEP) if the student is found to have violated the Positive Climate and Discipline Code of Conduct by carrying a weapon to school or to a school function, or by possessing, using, distributing, or soliciting illegal drugs at school or at a school function.

The student's IEP team or Section 504 team is to convene as soon as possible and no later than ten (10) days after the placement begins, to determine whether or not the drug or weapons violation is related to the student's disability. If the IEP team or Section 504 team determines that the behavior is causally related to the disability, it should review the Behavioral Intervention Plan (BIP) and make any modifications necessary to deal more effectively with the inappropriate behavior and prevent its reoccurrence. If there is no BIP, one should be developed, or a behavioral assessment performed.

If the IEP team or Section 504 team finds no causal relationship between the student's disability and the weapon or drugs violation, the school may continue the forty-five (45) calendar day interim alternative educational placement and proceed with expulsion.

Expulsion

If the principal decides that a request for consideration for recommendation of an expulsion hearing should occur, the parents are to be notified on the date the principal makes the request accompanied by a notice of parent rights, which delineates all of the rights and procedural safeguards to which the parents and students have access to in connection with an expulsion. Within ten (10) school days following the decision to request consideration for a recommendation for an expulsion hearing, the student's IEP team or Section 504 team shall convene to conduct a Manifestation Determination for students identified with disabilities under IDEA and/or Section 504. **Additional information may also be referenced in Florida State Statutes 1006.07; 1006.09 and School Board Policy 5605 as well as in the Exceptional Student Standard Operational Procedure Manual.**

Search and Seizures

Principals may conduct a warrantless search of a student's possessions, locker, vehicle, or any other storage area on school property, if there is reason to believe that contraband is present. School officials, in coordination with law enforcement, may use canine 'sniffers' for searches on campus without prior student notification. When alcohol or drug use is reasonably suspected, students may be required by staff to submit to a Breathalyzer or drug test. If a student refuses to submit to a drug or alcohol test following reasonable suspicion by staff, the student will be subject to discipline for open defiance/insubordination/gross disrespect.

School administrators/designees have the legal right to search any vehicle brought onto a school campus if it is suspected that the vehicle contains contraband. **Additional information may also be referenced in Florida State Statutes 901.21; 933.04; 1006.09(9) and School Board Policy 5771.**

Investigations Involving Students

School employees have a duty to cooperate with law enforcement agencies and the Department of Children and Family Services, and comply with investigations relating to child abuse, abandonment, neglect, or an alleged unlawful sexual offense involving a child. The Principal may also assist authorities in their investigations of other violations of law in which students are alleged to be involved.

Before student(s) are questioned as a witness to, or a suspect in, an alleged violation of law, the Principal shall attempt to contact the parent prior to questioning and remain in the room during the questioning, unless compelling reasons for exclusion are provided by the law enforcement agency. **Additional information may also be referenced in Florida State Statute 1006.061 and School Board Policy 5540.**

Non-Discrimination Grievance Procedure

Students may participate in appropriate programs and activities without regard to race, color, religion, national origin, sex, disability, marital status, or age, except as otherwise provided by state law.

All written grievances may be properly directed to the principal of the school alleged to be in violation of Title IX of the Florida Education Equity Act. **Additional information may also be referenced in Florida State Statute 1000.05 and School Board Policy 2260.**

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Behavior-Offenses/Violations and Levels of Interventions and Consequences

Type of Behavior-Offenses/Violations and Levels of Interventions and Consequences are outlined by levels. Levels are intended to reflect the severity, intensity, patterns of the behavior and the effectiveness of interventions or consequences, that can be used to address the behavior. Each level describes the goal and the purpose for the level. Level Scale:

- Level 1 behaviors can be addressed by classroom teacher.
- Level 2 behaviors can be addressed by teachers and teacher may consult with other staff members including a school administrator
- Level 3 behaviors need to be referred to a school administrator and may or may not require an Office Discipline Referral (ODR)
- Level 4 behaviors need to be referred to a school administrator and require an Office Discipline Referral (ODR)
- Level 5 behaviors need to be referred to a school administrator and require an Office Discipline Referral (ODR)

State School Environment Safety Incident Reports (SESIR) are made for the incidents/offenses with an * as required by Florida State Department of Education. The I symbol next to interventional/consequences indicates that service may only be available at some schools.

LEVEL 1- Behavior-Offenses/Violations	
<p>The goal of these interventions and consequences is for teachers to engage students through a support system designed to safeguard a positive learning environment, and to create conditions that prevent or decrease inappropriate and disruptive behavior. Teacher interventions within the classroom.</p>	
<ul style="list-style-type: none"> • Bus Safety Violations • Cellular Phone usage • Cheating, Plagiarism • Cyberbullying • Disruption • Dress Code Violation • False Accusations Against Classmate(s) • False Accusations Against Staff Member(s) • Inappropriate Language – not directed towards a person • Inappropriate Physical Contact/Scuffling • Inappropriate Display of Affection 	<ul style="list-style-type: none"> • Lying/Misrepresentation/Forgery • Noncompliance/Defiance • Possession of Over the Counter/Prescription Medication • Production, Possession and/or Distribution of Obscene/Inappropriate Materials • Theft • Skipping Class (cannot be given a suspension) • Tardy (cannot be given a suspension) • Teasing & Taunting • Unauthorized Area • Unsafe Act without intent to harm • Unauthorized Classroom items
Level 1- Interventions and Consequences	
<ul style="list-style-type: none"> Behavior Agreement Confiscation of item Detention before or after school In-class time-out/ Thinking space† Informal and/or preventative school- based mentoring Informal and/or preventative school- based/teacher-based strategies Loss or suspension of privileges Mentoring Parent outreach Reinforcement of appropriate behaviors Restitution (replacing an item, repairing harm) Restorative Practices† Seat Change Self-Monitoring Strategies Social Emotional Regulations Strategies Teacher conference with student Time-out Warning Written reflection about incident 	

LEVEL 2 - Behavior-Offenses/Violation

These interventions and consequences are implemented to promote appropriate conduct. The goal is to correct negative behavior by providing the necessary support system to encourage students to recognize, utilize, and maintain appropriate responses. Teacher interventions with communication to administration.

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| <ul style="list-style-type: none"> • Abusive language/Profanity/Gestures • Bus Safety Violations • Cheating, Plagiarism • Cyberbullying • Disruption • Dress Code Violation • False Accusations Against Classmate(s) • False Accusations Against Staff Member(s) • Fighting • Gambling • Gang-related Activity (Elementary Students) • Inappropriate Physical Contact/Scuffling • Inappropriate Display of Affection • Lying/Misrepresentation/Forgery • Open Defiance/Insubordination • Parking/Driving Offense • Physical Aggression Toward Staff without intent to harm (Elementary Students) | <ul style="list-style-type: none"> • Possession of Over-the-Counter/Prescription Medication • Production, Possession and/or Distribution of Obscene/Inappropriate Materials • Profanity to Staff • Theft • Skipping (cannot be given a suspension) • Tardy (cannot be given a suspension) • Teasing & Taunting • Unauthorized classroom items (2ND offense) • Unauthorized Area • Unsafe Act without intent to harm • Use/Possession of Combustibles • Violation of Behavior Agreement • Violation of Student Network and Internet Responsible Use and Safety Policy |
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Level 2 Interventions and Consequences

- Anti-Bullying Intervention Strategies
- Behavior Agreement
- Conference with parent or guardian
- Confiscation of item
- Detention
- Informal and/or preventative school-based/teacher-based strategies
- Loss or suspension of privileges
- Parent contract
- Parent/ guardian involvement
- Peer mediation
- Phone call/letter to parent or guardian
- Restitution
- Restorative Practices†
- School-based or outside facilitated conflict resolution
- Self-Monitoring Strategies
- Short-term in-school counseling
- Social Emotional Regulations Strategies
- Supervised time-out (outside of classroom)
- Teacher and/or administrator conference with student and/or parent
- Temporary removal from class
- Time-out

LEVEL 3 Behavior-Offenses/Violation

These interventions and consequences are implemented to correct behaviors that may interfere with the learning environment. The goal is to adequately address behavioral infractions while helping students recognize, and learn from, their own inappropriate reactions. Teachers may refer to administration.

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| <ul style="list-style-type: none"> • Abusive language/Profanity/Gestures • Aiding and Abetting • Alcohol Possession* (Elementary Students) • Arson • Assault • Breaking and Entering/Burglary* • Bus Safety Violations • Bullying • Cheating, Plagiarism • Continuation of Level 1 & 2 Behaviors • Contraband • Cyberbullying • Disruption • Dress Code Violation • Drugs (Excluding Alcohol)**(Elementary Students) <ul style="list-style-type: none"> -possession -consumption -paraphernalia • Failure to Serve Consequence • False Accusations Against Classmate(s) • False Accusations Against Staff Member(s) • False Fire Alarm • Fighting • Gambling • Gang-related Activity* • Harassment* • Hazing* • Inappropriate Physical Contact/Scuffling • Inappropriate Display of Affection • Larceny/Theft *(under \$300) • Lying/Misrepresentation/Forgery | <ul style="list-style-type: none"> • Noncompliance/Defiance • Parking/Driving Offense • Physical Aggression Toward Staff (Elementary Students) • Physical Attack* • Possession of Over-the-Counter/Prescription Medication • Production, Possession, and/or Distribution of Obscene/Inappropriate Materials • Profanity to Staff • "Sexting" • Sexual Offense/Misconduct (other)* • Sexual Cyberharrasment • Misconduct (other)* • Skipping Class (cannot be given a suspension) • Tardy (cannot be given a suspension) • Teasing & Taunting • Teen Dating Violence or Abuse • Tobacco/E-Cigarettes 17 Years and Younger*+ • Tobacco/E-Cigarettes 18 Years or Older+ • Trespassing* • Under the influence* • Unsafe Act/Unauthorized Area • Use/Possession of Combustibles • Vandalism/Property Damage less than \$1000 • Vandalism/Property Damage (\$1000 or more)* • Violation of Student Network and Internet Responsible Use and Safety Policy • Violation of Behavior Agreement • Weapons/Handcuffs Possession • Wireless Communication Devices (WCDs) Misuse |
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Level 3 Interventions and Consequences

Anti-Bullying Intervention Strategies
 Bus Suspension 1-5 days
 Check and Connect†
 Check In-Check Out
 Law Enforcement Consultation
 Civil Citation if applicable for infraction-issued by Law Enforcement
 Self-Monitoring Strategies
 Class or schedule change
 Community Service
 In-class time-out/ Thinking space†
 Informal and/or preventative school-based mentoring
 In-school intervention
 In-school suspension
 Learning lab†
 Loss or suspension of privileges
 Office Discipline Referral
 Out of School Suspension 1-2 days
 Parent/Guardian notification required
 Parent Shadowing
 Referral to MTSS Individual Problem Solving Team

Referral to outside agency
 Restitution
 Restorative Practices I
 School-based or outside facilitated conflict resolution
 Social Emotional Regulation Strategies
 Time-Out

Tobacco Offense: Referral to Substance Awareness Center or Drug Abuse and Treatment Association shall be considered as an intervention for this offense.
 1st Offense: Level 1 and 2 Type Consequence & Interventions
 2nd Offense Level 2 and 3 Type Consequence & Interventions
 3rd Offense Level 3 and 4 Type Consequence & Intervention

Alcohol & Drugs Offense: Referral to Substance Awareness Center or Drug Abuse and Treatment Association shall be required as an intervention for this offense.
***SESIR Incidents and are expected to include consultation with Law Enforcement**
****SESIR Incidents and are expected to may or may not include consultation with Law Enforcement**
 † Only if available at the school

LEVEL 4 Behavior-Offenses/Violation

These interventions and consequences are a necessary response to serious behavioral infractions, when the severity is significant enough to warrant an intensive response. The goal is to promote a safe school environment while decreasing potentially destructive and dangerous behavior. Teachers must refer to administration.

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| <ul style="list-style-type: none"> • Alcohol Possession (First Offense)* • Arson* • Assault • Battery/FS 1006.13(5)* • Bullying** • Cheating, Plagiarism • Continuation of Levels 1, 2 or 3 Behaviors • Cyberbullying** • Disruption on Campus – Major* • Drugs (Excluding Alcohol) * <ul style="list-style-type: none"> -possession* -consumption* -distribution* -possession and intent to distribute -sales* -paraphernalia** • False Accusations Against Staff Member(s) • Fighting • Gambling • Gang-related Activity*[‡] • Harassment** • Hazing* • Larceny/Theft *(under \$ 300)* | <ul style="list-style-type: none"> • Lying/Misrepresentation/Forgery • Other Major Incident* • Physical Aggression Toward Staff • Physical Attack • Production, Possession and/or Distribution of Obscene/ Inappropriate Materials • Profanity to Staff • “Sexting” • Sexual Harassment**/Sexual Cyberharassment • Sexual Offense/Misconduct (other)* • Teen Dating Violence or Abuse • Threat/Intimidation*(Must investigate) • Trespassing* • Under the influence* • Unsafe Act/Unauthorized Area • Use/Possession of Combustibles • Vandalism/Property Damage less than \$1000 • Violation of Student Network and Internet Responsible Use and Safety Policy • Violation of Behavior Agreement • Violation of Stipulated Order In lieu of Expulsion • Weapons/Handcuffs Possession* • Weapons possession* • Wireless Communication Devices (WCDs) Misuse |
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Level 4 Interventions and Consequences

- Anti-Bullying Intervention Strategies
- Behavior Contract
- Law Enforcement Consultation
- Civil Citation if applicable for infraction-issued by Law Enforcement
- Loss of parking privileges
- Loss or suspension of privileges
- Office Discipline Referral
- Office discipline referral required
- Parent/guardian notification required
- Parent Shadowing
- Referral to MTSS Individual Problem Solving Team
- Referral to outside agency
- Restitution
- Restorative Practices†
- Restricted activity
- School-based or outside facilitated conflict resolution
- Self-Monitoring Strategies
- SERT referral for consideration for alternative school- based program
- Social Emotional Regulations Strategies
- Student re-entry or success plan
- Student re-entry or success plan (when student returns from any suspension)
- Short-term Suspension (1–5 days except for attendance or tardiness-related offenses)
- Temporary removal from class
- Time-out

Alcohol & Drugs Offense: Referral to Substance Awareness Center or Drug Abuse and Treatment Association shall be required as an intervention for this offense.

***SESIR Incidents and are expected to include consultation with Law Enforcement**

****SESIR Incidents and are expected to may or may not include consultation with Law Enforcement**

† Only if available at the school

LEVEL 5 Behavior-Offenses/Violation

These interventions and consequences will be applied when the severity of behavior is significant enough to potentially endanger the safety and welfare of self and others, and when progressive discipline practices have proven ineffective. Teachers must refer to administration.

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| <ul style="list-style-type: none"> • Alcohol Possession* • Arson* • Assault Aggravated* • Aggravated: Felony Battery* • Breaking and Entering/Burglary* • Bullying** • Cheating, Plagiarism • Continuation of Levels 1, 2, 3, or 4 behaviors • Cyberbullying** • Disruption on Campus – Major* • Drugs (Excluding Alcohol)* <ul style="list-style-type: none"> -possession* -consumption* -distribution* -possession and intent to distribute* -sales* -paraphernalia** • Failure to Serve Consequences • False Accusations Against Staff Member(s) • Gang-related Activity* • Harassment* • Hazing* • Homicide* • Kidnapping* | <ul style="list-style-type: none"> • Larceny/Theft*(over \$300) • Off-Campus Felony Arrest with Petition Filed by State Attorney • Other Major Incident* • Physical Attack* • Robbery* • “Sexting”** • Sexual Assault* • Sexual Battery*/Violence • Sexual Harassment**/Sexual Cyberharrassment • Sexual Offense/Misconduct (other)* • Teen Dating Violence or Abuse • Threat/Intimidation*(Must investigate) • Trespassing* • Under the influence* • Use/Possession of Combustibles • Vandalism/Property Damage less than \$1000 • Vandalism/Property Damage (\$1000 or more)* • Violation of Student Network and Internet Responsible Use and Safety Policy • Violation of Stipulated Order In lieu of Expulsion • Weapons/Handcuffs Possession* • Weapons possession* • Wireless Communication Devices (WCDs) misuse |
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Level 5 Interventions and Consequences

Anti-Bullying Intervention Strategies
 Law Enforcement Consultation when applicable
 Civil Citation if applicable for infraction-issued by Law Enforcement
 Long-term Suspension (6-10 days)
 Office Discipline Referral
 Office discipline referral required
 Parent/guardian notification required
 Parent Shadowing
 Referral to MTSS Individual Problem Solving Team
 Referral to outside agency
 Restitution
 Restorative Practices†
 Self-Monitoring Strategies
 SERT referral for consideration of alternative placement or expulsion hearing
 Short-term suspension (1-5 days except for attendance or tardiness-related offenses)
 Social Emotional Regulations Strategies
 Student re-entry or success plan (when student returns from any suspension)
 Time-out

Alcohol & Drugs Offense: Referral to Substance Awareness Center or Drug Abuse and Treatment Association shall be required as an intervention for this offense.
 LE Law Enforcement
 *SESIR Incidents and are expected to include consultation with Law Enforcement
 **SESIR Incidents and are expected to include consultation with Law Enforcement
 † Only if available at the school

Bus Safety Rules

Riding the school bus is a privilege. Student conduct directly affects the school bus climate; therefore, students must follow bus safety and courtesy rules. Safety and security measures on the school bus include video recordings of students and the driver while on board. Parents are responsible for the supervision and safety of students until boarding, and after departing, the bus.

A written notice including a phone number is required twenty-four (24) hours in advance to allow a student to ride a different bus. The Principal and Director of Transportation must approve the request.

<p>1. At the Bus Stop</p> <ul style="list-style-type: none"> • Wait in an orderly manner • Stay a safe distance from the roadway: at least ten (10) feet • Arrive at your bus stop five (5) minutes early • Be cautious of traffic 	<p>2. When the Bus Arrives</p> <ul style="list-style-type: none"> • Make sure bus has to come to a complete stop and flashing lights are on prior to approaching the bus • Board in an orderly manner; allowing younger children to board first • When crossing the street to board the bus, always cross in front of the bus. • Go directly to assigned seat
<p>3. On the Bus</p> <ul style="list-style-type: none"> • Keep all body parts inside the bus • Keep bus neat and clean • Be polite and speak with an 'indoor voice' • Do not eat or drink • Use appropriate language • Stay in seat until arriving at your stop • Be respectful of the rights and safety of the driver and passengers • Wear seatbelts • The use of earbuds/headphones are required when playing audio on electronic devices to prevent driver distraction 	<p>4. Exiting the Bus</p> <ul style="list-style-type: none"> • Exit in an orderly manner • Follow school bus exit procedures • Check all directions for oncoming traffic • Avoid danger zones • Cross the street only in front of the bus • Exit at designated stop only; unless otherwise approved
<p>Students will not:</p>	
<ul style="list-style-type: none"> • Intentionally delay the bus route schedule • Show disrespect and/or non-compliance towards bus driver or bus assistant • Refuse to sit in assigned seat • Use profanity/vulgar or sexually explicit language • Use of electronic devices to take or send pictures, images, or videos • Play audio without earbuds/headphones • Engage in fighting, rough-housing, making loud noises, and/or distracting or disruptive behavior • Throw objects inside or out of the bus window • Vandalize school bus • Engage in public displays of affection and/or sexual behavior • Board bus with banned items including live animals, glass containers, skateboards, rollerblades, laser pointers, and objects that could be used to inflict bodily injury • Board bus with balloons, bouquets, or large musical instruments (instrument must fit on their lap) • Engage in bullying and/or harassment of peers or any conduct that endangers the safety and welfare of others • Be in possession of zero tolerance items such as weapons, drugs or alcohol 	

Progressive Disciplinary Action for Behaviors and Safety Infractions

Transportation professionals (drivers and attendants) are required to implement interventions to encourage improved behavior and compliance with bus safety rules prior to submitting a discipline referral. Once a student has been provided with one (1) documented intervention and misbehavior continues to occur, a discipline referral will be submitted to Principal so an appropriate school level intervention/consequence can be implemented using the progressive discipline plan outlined below. Interventions, include but are not limited to redirections, seat change, conference with students, and allowing opportunity for apology/restitution.

Minor Bus Behavior Violations

- Eating or drinking on bus.
- Failing to sit in the seat assigned by bus operator and/or attendant.
- Back talking/exhibiting rude behavior towards bus operator, attendant or others.

Minor Infraction Consequences

First Offense	Verbal/Written reprimand from the Principal
Second Offense	Parent Contact/Phone Conference
Third Offense	1 –day suspension from school bus transportation

Repeated Offenses:

Repeated minor unacceptable behaviors will be considered willful disobedience and/or open defiance of authority, resulting in bus behavior agreement, suspension from the bus for the remainder of nine weeks and/or out of school suspension and/or possible recommendation of expulsion from the school bus.

Mid-Range Bus Behavior Violations

- Disrupting, distracting, or disobeying a bus operator and/or attendant.
- Getting out of seat while the bus is in motion.
- Horse-playing, loud talking, playing music loudly, use of profanity, inappropriate remarks/gestures/acts inside the bus or out of the bus window at other student's pedestrians, or motorists.

Mid-Range Infraction Consequences

First Offense	Verbal or Written reprimand from the Principal combined with Parent Contact/Phone Conference
Second Offense	1 to 5-days bus suspension from school bus transportation
Repeated Offenses	Repeated mid-range unacceptable behaviors will be considered willful disobedience and/or open defiance of authority, resulting in bus behavior agreement, suspension from the bus for the remainder of semester and/or out of school suspension and/or possible recommendation for expulsion from the school bus.

Major Bus Behavior Violations

- Placing head, arms, or legs outside the window of the bus while parked or in motion
- Threats against the bus operator, bus attendant, or passengers on the bus
- Fighting on bus

- Possession and/or use of Weapon/Drugs/Alcohol (Any Zero Tolerance Item) on bus
- Throwing objects inside the bus or out of the window of the bus, which may or may not cause injury to persons or physical damage
- Vandalism of seats or other bus equipment
- Opening a school bus emergency exit door while the bus is in motion
- Opening a school bus emergency door and/or exiting the bus when the bus is stopped, unless directed by the school bus operator in an emergency or during an evacuation drill.
- Boarding or attempting to board a bus route other than the student’s assigned bus route or attempting to leave the school bus at stop other than the student’s assigned bus stop without permission of the school Principal and/or Director of Transportation

Major Infraction Consequences

First Offense	1 day to 5 days of suspension from school bus transportation and/or school unless the First Offense is a major behavioral infraction such as drugs, weapons, or serious bodily harm. In the case of a major behavioral infraction, 10 days of suspension may be administered, as deemed appropriate from school bus transportation and/or school.
Second Offense	Up to 10-days of suspension from school bus transportation and/or school, bus behavior agreement, and Transition Meeting w/ Director of Transportation.
Repeated Offenses	Repeated major unacceptable behaviors will be considered willful disobedience and/or open defiance of authority, resulting in suspension from the bus for the remainder school year and/or out of school suspension and/or possible recommendation of expulsion from the school bus.

*For ESE students, suspension and expulsions shall follow applicable laws, School Board policies, and provisions of the Individual Education Plan (IEP). Likewise, for students with Section 504 of the Rehabilitation Act of 1973, suspension, expulsion, and other disciplinary measures shall follow applicable laws, School Board policies, and provisions of the Section 504 Accommodation Plan. **Additional information may also be referenced in Florida State Statutes 1006.07; 1006.10 and School Board Policy 5610.04.**

GLOSSARY

Abusive language/Profanity/Gestures	Gestures, verbal, and nonverbal messages including swearing, name calling, or use of words in an inappropriate way.
Alcohol Possession*	(Possession, sale, use, or purchase of alcoholic beverages) Use should be reported only if the person is caught in the act of using or is discovered to have used these substances during the investigation. <ul style="list-style-type: none"> • Possession • Consumption • Possession/Intent to Distribute • Distribution
Anabolic steroid	A synthetic steroid that resembles testosterone in promoting the growth of muscle.
Arson*	(Intentionally setting a fire on/with school property) To damage any dwelling, structure, or conveyance, or its contents, whether occupied or not, by fire or explosion.
Assault	An intentional unlawful threat by word or act to do violence to a person, coupled with apparent ability to do so, which creates a well-founded fear that such violence is imminent.
Battery/FS 1006.13(5)*	The physical use of force or violence by an individual against another. The attack must be serious enough to warrant consulting law enforcement and result in serious bodily injury. (Report an incident as battery, rather than a fight, only when the force or violence is carried out against a person who does not fight back.) Increased criminal penalties may be imposed on anyone who commits a battery on a school employee or volunteer.
Behavior Agreement	An agreement that outlines expectations, rewards, consequences related to student conduct.
Behavior Intervention Plan (BIP)	A method that takes the observations made in a Functional Behavioral Assessment and turns them into a concrete plan of action for managing a student's behavior.
Bias Behavior	Behavior that intentionally or unintentionally directs any harmful or hurtful word or action toward an individual or group based upon actual or perceived identity characteristics including: race, religion, national origin, sexual orientation, ethnicity, culture, social economic status, gender identity, and cognitive, physical, or developmental ability.
Bus Safety Violations	Failure to comply with rules set forth to ensure safe travel on a school bus.
Breaking and Entering/Burglary* (Illegal entry into a facility)	The unlawful entry with force or unauthorized presence in a building, other structure, or conveyance with evidence of the intent to damage or remove property or to harm a person(s).

<p>Bullying**</p>	<p>Systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, 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. It may involve but is not limited to: teasing, social exclusion, threat, intimidation, stalking, physical violence, theft, sexual, religious, or racial harassment, public humiliation, or destruction of property.</p> <p>Bullying is not:</p> <ul style="list-style-type: none"> • An altercation between equals • Good-natured playful teasing among equals or peers • Isolated incidents • Annoying different people at different times
<p>Bus Suspension</p>	<p>Students may lose bus-riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior not to exceed 10 days without advanced approval from the Superintendent. The Principal is the only person with authority to suspend a student.</p>
<p>CHAMPS (Conversation, Help, Activity, Movement, Participation, Success)</p>	<p>The overall goal of the CHAMPS classroom management system is to develop an instructional structure in which students are responsible, motivated, and highly engaged in the specific task at hand.</p>
<p>Cheating, Plagiarism</p>	<p>The inappropriate and deliberate distribution or use of information, notes, materials, or work of another person in the completion of an academic exam, test, or assignment without specific teacher permission and proper crediting of the source (plagiarism).</p>
<p>Check in/Check Out</p>	<p>The program consists of students daily checking in with an adult at the start of school to retrieve a goal sheet and encouragement, teachers provide feedback on the sheet throughout the day, students check out at the end of the day with an adult, and the student takes the sheet home to be signed, returning it the following morning at check in.</p>
<p>Civil Citation</p>	<p>A diversion program that provides services to youth in lieu of arrest; operates under s. 985.12, F.S., to include an assessment and intervention services to meet identified needs; and monitors data. Issued by Law Enforcement.</p>
<p>Community Service</p>	<p>school based or volunteer work for any non-profit organization, public or private, as a form of restitution</p>
<p>Conscious Discipline</p>	<p>A leading method in integrating classroom management and social-emotional learning. It utilizes everyday events rather than an external curriculum, and addresses the adult's emotional intelligence as well as the child's.</p>

	Teaches responses to daily conflict that afford opportunities to teach critical life skills.
Continuation of Mid-Range Infractions	Three or more mid-range infractions that need to be addressed. Any behavioral infraction that merits repeated ODR(s) where interventions have been implemented and the behavior has not changed.
Contraband	The processing or use of items which are prohibited at school or school-sponsored events.
Cyberbullying**	Bullying through the use of technology or any electronic communication, including 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. This includes electronic mail, Internet communications, instant messages, and facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or impersonates 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 person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.
Detention	being kept in school after hours.
Disproportionately	Having or showing a difference that is not fair, reasonable, or expected; too large or too small in relation to something.
Disruption	Behavior causing an interruption in a class or activity on school grounds before school or at dismissal, during lunch times, or school bus transportation. Includes but is not limited to: sustained loud talking; yelling; taunting or teasing; screaming; social media posting; noise with materials; inappropriate physical contact or scuffling; and/or sustained out-of-seat behavior.
Disruption on Campus – Major* (Significantly disrupts campus activities, school-sponsored events, or school bus transportation)	Disruptive behavior that poses a serious threat to the learning environment or to the health, safety, and welfare of others. This includes bomb threats [F.S. 1006.07(2)(m)] , inciting a riot, and initiating a false fire alarm.
Dress Code Violation	Student wears clothing, or practices grooming habits, that do not fit within the dress code guidelines required by the district. First Offense: Verbal warning and notification of parent/guardian. Second Offense: Student is ineligible to participate in any extracurricular activity for a period of time out to exceed five (5) days, and holding of a parent conference.

	<p>Third and Subsequent Offenses: In-school suspension not to exceed three (3) days, student cannot participate in any extracurricular activity for a period not to exceed thirty (3) days, and Principal shall call parent/guardian and send a written letter of in-school suspension and ineligibility to participate in extracurricular activities.</p>
Drugs (excluding alcohol)*	<p>*Illegal distribution of drugs; sale or possession of drugs and paraphernalia; the manufacture, cultivation, or distribution of any drug, narcotic, controlled substance, or substance represented as a drug.</p>
Due Process	<p>The legal requirement that the state must respect all of the legal rights that are owed to a person. Due Process balances the power of law of the land and protects the individual person.</p>
Electronic Communication	<p>Has the meaning provided in s. 934.02 and includes, but is not limited to, photographs, video, telephone communications, text messages, facsimile, electronic mail messages as defined in s. 668.602, and instant message real-time communications with other individuals through the Internet or other means.</p>
Emergency Removal	<p>The exclusion of a student who poses a continuing danger to school district property or persons, or whose behavior presents an ongoing threat of disruption to the educational process.</p>
Exclusionary Disciplinary Measures	<p>Describes any type of school disciplinary action that removes or excludes a student from his or her usual educational setting. Two of the most common exclusionary discipline practices at schools are suspension and expulsion.</p>
Expulsion	<p>Expulsion is the removal of the right and obligation of a student to attend a public school for a period of time and under conditions set by the school board, not to exceed the remainder of the term or school year and one (1) additional year of attendance.</p>
Failure to Serve	<p>A student who fails to adhere to/report for a consequence for an infraction.</p>
False Accusations Against Classmate(s)	<p>The act of intentionally publicizing--verbal or written--untrue, injurious allegations against another classmate or knowingly bringing false charges against a classmate. If accusations against a classmate are found to be false, the student lodging the false accusation may receive the same punishment as would have been received by the wrongly accused individual. The Principal may adjust the consequence after considering the circumstances of misdirected staff time and damage to the wrongly accused individual.</p>
False Accusations Against Staff Member(s)	<p>The act of intentionally publicizing--verbal or written--untrue, injurious allegations against a staff member or knowingly bringing false charges against a staff member. If</p>

	accusations against a staff member are found to be false, the student lodging the false accusation may receive the same punishment as would have been received by the wrongly accused individual. The Principal may adjust the consequence after considering the circumstances of misdirected staff time and damage to the wrongly accused staff member.
False Fire Alarm (district)	Activating a fire alarm system or equipment (such as fire extinguishers, hoses, or sprinklers) when there is no fire or legitimate emergency.
Fighting (district)	Fighting (district) Participating in an altercation involving physical violence in which individuals may or may not sustain minor personal injury.
Fighting*	Two or more persons mutually participating in the use of force or physical violence that requires physical restraint or results in injury.
FOCUS	School District Informational platform.
Functional Behavior Assessment (FBA)	A process that identifies specific target behavior, the purpose of the behavior, and what factors maintain behavior interfering with the student's educational progress.
Gambling	Any participation in games or activities of chance for money or items of value. *May refer to other Major SESIR.
Gang (-Criminal Gang)	Florida Statute 874.03 Defines "Criminal gang" as "a formal or informal ongoing organization, association, or group that has as one of its primary activities the commission of criminal or delinquent acts, and that consists of three or more persons who have a common name or common identifying signs, colors, or symbols, including, but not limited to, terrorist organizations and hate groups".
Gang-Related Activity*	An incident is gang-related if gang affiliation/association caused the incident or was a contributing factor to action that happened during the incident. For example, an incident of vandalism or robbery might be part of an initiation into a gang or a fight might be caused by group rivalry. Report an incident as gang-related only if evidence exists that gang affiliation/association contributed to that incident. Factors to be considered when determining whether the incident is gang-related include, but are not limited to the following: A gang is a somewhat organized group of some duration, sometimes characterized by turf concerns, symbols, special dress or colors. The group is recognized as having one of its primary activities, the commission of one or more criminal acts and a gang by its members and others. One or more of those involved in the incident admits to gang affiliation/association or admits that gang affiliation/association was a contributing factor to the incident. One or more involved were wearing

	<p>clothing, tattoos, or a style of dress "known" to be associated with gangs. Students/witnesses to the incident alleged that the incident or one or more of those involved in the incident was gang-related or affiliated/associated with a gang. The determination of whether or not the incident was gang-related should be based on a reasonable interpretation of the totality of the circumstances.</p> <p>Gang Symbol: A visual way gang members identify their affiliation. This can take many forms including slogans, gang graffiti, hand signs, gang initials code words and numbers, bandanas, and any other marking or images that represents gang affiliation.</p>
<p>Harassment**</p>	<p>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:</p> <ol style="list-style-type: none"> 1. Places a student or school employee in reasonable fear of harm to person or damage to property 2. Has the effect of substantially interfering with a student's educational performance, opportunities, or benefits 3. Has the effect of substantially disrupting the orderly operation of a school <p>Harassment also encompasses:</p> <ol style="list-style-type: none"> 1. 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) 2. Perpetuation of conduct listed in the definition of bullying 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: <ol style="list-style-type: none"> a) Incitement or coercion b) 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 c) Acting in a manner that has an effect substantially similar to the effect of bullying or harassment
<p>Hazing*</p>	<p>Any action or situation that endangers the mental or physical health or safety of a student for purposes including initiation or admission into, or affiliation with, any</p>

	organization operating under the sanction of a school. This includes coercing or forcing a student into violating state or federal law, any brutality of a physical nature such as whipping, beating, branding, or exposure to the elements, as well as forced consumption of any food, liquor, drug, or other substance. Hazing does not include customary athletic events or other similar contests or competitions, or any activity or conduct that furthers a legal and legitimate objective. Permission, consent, or assumption of risk by an individual subjected to hazing shall not lessen the prohibitions of hazing.
Health Assistant	Nurse, or nursing assistant, working in the school health room on campus.
Homicide*	The unjustified killing of one human being by another, including acts referred to as ‘murder’ or ‘manslaughter.’
Inappropriate Behavior	Any behavior not defined elsewhere in the Positive Climate and Discipline Code of Student Conduct.
Inappropriate Physical Contact/Scuffling	Non-serious, but inappropriate physical contact, such as pushing.
Inappropriate Display of Affection	Engaging in an inappropriate display of affection while in school.
Independent Hearing Officer	an official appointed by a government agency to investigate or administrative hearing so that the agency can exercise its statutory powers
Individuals with Disabilities Act (IDEA)	Is the federal law that supports special education and related service programming for children and youth with disabilities
Individual Education Plan (IEP)	A plan detailing how the student learns, how the student best demonstrates that learning, and what teachers and service providers will do to help the student learn more effectively. Developing an IEP requires assessing students in all areas related to known disabilities while simultaneously considering ability to access the general curriculum, considering how the disability affects the student’s learning, forming goals and objectives that correspond to the needs of the student, and choosing a placement in the least restrictive environment possible for the student.
Individualized Education Program (IEP) Team	A multi-disciplinary group of individuals, including the student’s parent/guardian, who is responsible for developing, reviewing, and revising an Individualized Education Program and corresponding Individual Education Plan for a student who has been identified with a disability according to State Board of Education criteria.
Kidnapping*	Forcibly, or by threat: confining, abducting, or imprisoning another person against their will and without lawful authority.
Larceny/Theft*	Taking of property from a person, building, or vehicle. The unauthorized taking, carrying, riding away, or concealing the property of another person--including motor vehicles--without threat, violence, or bodily harm. Student is in

	possession of, has passed onto someone else, or is responsible for removing someone else's property. (The item must be \$300 or more to report in SESIR.)
Larceny/Theft	The item is under \$300.
Learning Lab	Learning Lab is a resource room for ESE students to obtain additional assistance on classwork and study skills.
Lying/Misrepresentation/Forgery	Student delivers message that is untrue or deliberately violates rules, or has signed a person's name without permission.
Manifestation Determination Review	If a student with a disability engages in behavior or breaks a rule as defined in the Positive Climate and Discipline Code of Student Conduct Handbook that applies to nondisabled children and the school proposes a change of placement, the school must hold a hearing to determine if the student's behavior was caused by the disability.
Multi-Tiered System of Supports (MTSS) Individual Problem Solving Team:	A multi-disciplinary team that engages in the problem-solving process related to individual student needs, in order to identify the nature and intensity of supports required by a student, and to accelerate student progress related to the academic and behavioral domains of schooling.
Noncompliance/Defiance	Refusal to follow directions, talking back, or socially rude interactions (hall violations, gum chewing, throwing objects) without intent to harm.
Non-Exclusionary Time-Out Types:	<ul style="list-style-type: none"> • Planned Ignoring: a time-out where social attention is removed. • Contingent Observation: the child is removed from engaging in activities while they observe others in the environment participating in reinforcing activities. • Withdrawing a Specific Reinforcer: removing a positive reinforcer (e.g. a toy) from a child for engaging in an undesired behavior.
Off-Campus Felony Arrest with Petition Filed by State Attorney	The arrest of a student for the alleged commission of a felony or a delinquent act which would be classified as a felony if committed by an adult at a time and place where students are not subject to control of the school. (If the incident is shown to have an adverse impact on the educational program, discipline, or welfare of the school, the student may be suspended and placed in an alternative program).
Open Defiance/Insubordination	The open or flagrant challenge of any adult in authority.
Other Major* (major incidents that do not fit within the other definitions)	Any serious, harmful incident resulting in the need for law enforcement intervention not previously classified. Examples: student producing or knowingly using counterfeit money, participating in gambling activities, possessing child pornography, or possessing drug paraphernalia.

Parent	For the purpose of this Code, parent(s) includes legal guardian(s).
Parent Shadowing	Is when a parent spends the day at school attending classes with their child.
Parking/Driving Offense	Failing to follow established rules and regulations concerning the privilege of driving and parking vehicles on a school campus.
Physical Attack*	Actual and intentional striking of another person against their will, or intentional causing of bodily harm to an individual.
Physical Aggression Toward Staff (Elementary Students)	Inappropriate physical contact toward staff such as hitting, biting, and pushing.
Positive School Climate (PSC)	A positive school climate exists when all members of the school community feel safe, included, and accepted, and actively promote positive behaviors and interactions. Principles of equity and inclusive education are embedded in the learning environment to support a safe environment and a culture of mutual respect.
Possession of Over-the-Counter/ Prescription Medication	Possession of over-the-counter or prescription medications without following health room medication procedures.
Principal	<u>Principal</u> means principal or designee; <u>pr</u> incipal means principal only.
Procedural Safeguards	It represents guarantees for parents and their child with disabilities, as well as offer both school and parents a variety of options for resolving any disagreements. It's an integral part of IDEA's requirements.
Production and/or Distribution of Obscene/ Inappropriate Materials	The production or distribution of written language, electronic messages, pictures, and objects that are considered to be offensive, socially unacceptable, or not suitable for an educational setting.
Profanity to Staff	Using any profane, vulgar, or unnecessary crude utterance or gesture, whether directed toward a staff member, member of transportation staff, teacher, administrator, or volunteer.
Protected Classes	United States federal anti-discrimination law, a protected class is a group of people with a common characteristic who are legally protected from discrimination on the basis of that characteristic.
Proxies	The proxy pattern is a software design pattern. A proxy, in its most general form, is a class functioning as an interface to something else.
Restorative Justice	<p>A theory of justice that emphasizes repairing, rather than punishing, the harm caused or revealed by misconduct through:</p> <ul style="list-style-type: none"> • Identifying the misconduct and attempting to repair the damage • Including all people impacted by a conflict in the process of responding to the conflict <p>Creating a process that promotes healing, reconciliation, and the rebuilding of relationships, in order to foster mutual responsibility and constructive responses to wrongdoing.</p>

Restorative practices	A framework for a broad range of restorative justice approaches designed to proactively build a school community based on cooperation, mutual understanding, trust, and respect. Responses to conflict include all persons involved, in order to find solutions that restore relationships and repair the harm done to the school community.
Robbery* (using force to take something from another)	The taking or attempt to take anything of value that is owned by another person or organization, under confrontational circumstances of force, or threat of force or violence, or by causing the victim fear.
School Climate	The learning environment and relationships found within a school and school community.
School Community	Includes students, teachers, administrators, counselors, social workers, and other school staff, as well as families and the surrounding neighborhoods and communities.
School Environmental Safety Incident Reporting (SESIR)	A system developed by the Florida Department of Education to enable school districts to correctly code data used to report incidents that are against the law or represent serious breaches of student conduct.
School Norms or Values	A list of the ways students, teachers, administrators, and all members of the school community should treat one another, developed with the participation of all stakeholder groups.
School Resource Officers (SROs)/Law Enforcement (LE)	All safety officers permanently assigned to work in a school or set of schools. In some localities, they are sworn or certified law enforcement officers employed by city/county/sheriff's departments, whereas in other localities they make up an independent school police department and are employed directly by the school district.
Section 504 Plan	A facet of the Rehabilitation Act of 1973, that guarantees certain rights to people with disabilities. Schools comply with Section 504 through the following process: identifying students with disabilities, evaluating those students, and if the student is eligible, creating a written accommodation plan, often called a "504 Plan."
"Sexting"***	The transmission of nude images or acts of sex or sexual conduct by electronic means, through the use of cell phones, PDAs, and other portable devices of any type, or through computers or other electronic and machine devices. It is a violation of this Code for students to participate in "sexting" in any manner (either by posing, transmitting, receiving, or assisting with any aspect of the activity) while on campus, participating in any school or school-sponsored activity, or while being transported under the authority of the district.
Sexual Assault*	An incident that includes threat of: rape, fondling, indecent liberties, child molestation, or sodomy. Both male and female students can be victims of sexual assault. The threat must include all the following elements: intent, fear, and capability.

Sexual Battery*/Violence (attempted or actual)	Any sexual act directed against another person, forcibly or against the person's will, or when the victim is not capable of giving consent because of youth or mental incapacity or any other sexual violence behavior as described in 5517.02.
Sexual Harassment**/Sexual Cyberharrassment (undesired sexual behavior)	Unwanted verbal or physical behavior with sexual connotations by an adult or student that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment, while causing discomfort, humiliation, or unreasonably interfering with school performance or participation. An incident when one person demands a sexual favor from another under the threat of physical harm or adverse consequence. Sexual cyberharrassment 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.
Sexual Offense/Misconduct (other)*	Other sexual contact including intercourse-- without force or threat of force--subjecting an individual to lewd sexual gestures, comments, sexual activity, or exposure to private body parts in a lewd manner.
Skipping (cannot be given a suspension)	The act of not reporting to class or school without receiving prior approval, or without following the established procedures for checking out of school.
Stakeholder/Community	Any person/group with a vested interest in the educational outcomes at public schools, with such interests including but not limited to: the life success and potential of students and their families, the quality of working conditions for those who are employed at--or rendering services to--public schools, and the credibility and reputation of those who are charged with the responsibility of producing educational outcomes, paid or unpaid.
Student Code of Conduct	A Student Code of Conduct, or Discipline Code, is a policy adopted by a school or district to help create a safe and positive school environment for all students, staff, and other members of the school community. The Code sets forth the expected behaviors for students and a process for how teachers, support staff, and administrators should respond to behavior. Codes often include a description of school-wide preventive practices, students' and parents' rights and responsibilities, a list of behaviors that are prohibited, and descriptions of the positive interventions (such as counseling, mediation, and restorative circles) and exclusionary responses (such as suspension and expulsion) that staff can use to respond to those behaviors.
Superintendent	Superintendent means superintendent or designee; superintendent means superintendent only.
Tardy (cannot be given a suspension)	Arrival to class after the designated starting time or after the tardy signal has sounded.
Teasing & Taunting	Children are commonly teased about such matters

	as their appearance, weight, behavior, abilities, and clothing. The most common kind of teasing is verbal bullying or taunting. This behavior is intended to distract, irritate, or annoy the recipient. Because it is hurtful, it is different from playful joking and is generally accompanied by some degree of social rejection.
Teen Dating Violence or Abuse	A pattern of emotional, verbal, sexual, or physical abuse used by one person in a current or past dating relationship to exert power and control over another when one or both partners are teenaged. Abuse may include insults, coercion, social sabotage, sexual harassment, stalking, threats, and acts of physical or sexual abuse. The abusive partner uses this pattern of violent and coercive behavior to gain power and maintain control over the dating partner. This may also include abuse, harassment, and stalking via electronic devices such as cell phones and computers, and harassment through a third party, and may be physical, mental, or both.
Threat/Intimidation* (Must investigate) (instilling fear in others)	A threat to cause physical harm to another person with or without the use of a weapon that includes all of the following elements: (1) Intent – an intention that the threat is heard or seen by the person who is the object of the threat; (2) Fear – a reasonable fear or apprehension by the person who is the object of the threat that the threat could be carried out; and (3) Capability – the ability of the offender to actually carry out the threat directly or by a weapon or other instrument that can easily be obtained.
Threatening Behavior (Must investigate)	The act of declaring the student’s intent by word or act to do violence.
Threatening Behavior to Staff (Must Investigate)	The act of declaring intent by word or act to commit violence against a staff member, teacher, administrator, or volunteer, or to their property.
Title IX	No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance.
Tobacco/E-Cigarettes 17 Years and Younger** (cigarettes or other forms of tobacco)	The possession, use, distribution, or sale of tobacco products on school grounds, at school- sponsored events, or on school transportation. <ul style="list-style-type: none"> • First Offense • Second Offense • Third and subsequent offense(s)
Tobacco/E-Cigarettes 18 Years or Older (cigarettes or other forms of tobacco)	The possession, use, distribution, or sale of tobacco products on school grounds, at school- sponsored events, or on school transportation. <ul style="list-style-type: none"> • First Offense • Second Offense • Third and subsequent offense(s)
Trespassing* (illegal entry onto campus)	To enter or remain on school grounds/campus, school transportation, or at a school-sponsored event off campus without authorization or invitation, and with no lawful purpose for entry.

Under the influence*	Observed or suspected of having mental or physical faculties so impaired as to reduce the ability to think or act with ordinary care due to the intake of alcohol, excessive medication, or intoxicating drugs or other substances.
Unauthorized Classroom Items	Any item that student brings to class and is using or attempting to use that interferes with the learning environment.
Unsafe Act/Unauthorized Area	A physical act which compromises the health/safety of an individual, interfering with the orderly operation of school or school activities. This includes pushing, shoving, hitting, kicking, and slapping. This also includes the act of inciting, advising, encouraging, or being an accomplice to a violation of the Positive Climate and Discipline Code of Student Conduct.
Use/Possession of Combustibles	Student is in possession of/use of substances and objects readily capable of causing bodily harm or property damage (matches, lighters, firecrackers, gasoline, and lighter fluid).
Vandalism/Property Damage (\$1000 or more)* (destruction, damage, or defacement of school or personal property)	The intentional destruction, damage, or defacement of public or private property without consent of the owner or the person having custody or control of it. (The amount of damage must be \$1000 or more to report in SESIR, including time and labor.)
Vandalism/Property Damage less than \$1000	The intentional destruction, damage, or defacement of public or private property without consent of the owner or the person having custody or control of it.
Violation of Student Network and Internet Responsible Use and Safety Policy	The inappropriate use of computers, resources, electronic networks, or calculators that violates the Acceptable Use Policy for Network Access (File: EHAA); hacking into or accessing/breaking into restricted accounts or networks; modifying or destroying files without permission; illegally copying software; entering, accessing, viewing, distributing, or printing inappropriate/unauthorized files, programs, pornographic sites, or sites advocating hate or violence.
Violation of Behavior Agreement	Violation of an individualized behavior contract intended to improve a student's behavior.
Violation of Stipulated Order In lieu of Expulsion	A student who receives a stipulated order in lieu of an expulsion proceeding is expected to adhere to the order. Failure to comply with the order may result in a recommendation for expulsion.
Weapons possession* (possession of firearms and other instruments that can cause harm)	Possession of any instrument or object that can inflict serious harm on another person or cause reasonable fear of serious harm. Possession of a pocket knife or eating utensil is not included unless there is intent to harm. Weapons include: firearms, guns of any type, including air and gas-powered guns-- whether loaded or unloaded--knives (excludes plastic knives and blunt-bladed table knives), razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives. F.S. 1006.07(2)(I)
Weapons/Handcuffs Possession (district)	The act of possessing, storing, distributing, selling, or purchasing any object that can inflict serious harm on

	<p>another person or cause reasonable fear of serious harm. This includes fixed blade knives (household), folding knives, switch blade knives, common pocket knives, razor blades, box cutters, sharp cutting instruments, ice picks, chains, pipes, 'nun chucks,' brass knuckles, Chinese stars, BB or pellet guns, propellants, paintball guns, "look alike" weapons, or any object or substance directly represented to be, or falsely represented to be, a weapon of mass destruction (such as an anthrax hoax).</p>
<p>Wireless Communication Devices (WCDs) Misuse</p>	<p>The inappropriate use of WCDs that violates the Student Network and Internet Responsible Use and Safety guidelines, hacking into--or accessing or breaking into--restricted accounts or networks, modifying or destroying files without permission, illegally copying software, and entering, accessing, viewing, distributing, or printing inappropriate/unauthorized files, programs, pornographic sites, or sites advocating hate or violence.</p>

DRAFT

Statutes and Policies:

The Positive Climate and Discipline Code of Student Conduct was created pursuant to the following Florida state statutes, Indian River County School Board policies, and United States Code:

STATE STATUTES	BOARD POLICIES AND PROCEDURES	UNITED STATES CODE
<p>F.S.322.091: Driver’s Licenses F.S.790.001(13): Concealed Weapons F.S.847.0141: ‘Sexting’ F.S.874.03(3): Criminal Gang Members F.S.893: Drug Abuse Prevention/Control F.S.984.12: Truancy F.S.984.151: Unexcused Absences F.S. 985.04(4): Children and Families in Need of Services F.S.1001.43(1)(b): Enforcement of Dress Code F.S.1001.54(1)(c): Removal of Disruptive Students F.S.1002.20(3)(b): Immunizations F.S.1003.01(8): Habitual Truancy F.S.1003.21(2)(c): School Attendance F.S.1003.24: Attendance Policy F.S.1003.26, F.S.1003.26(1)(b), and F.S.1003.26(1)(c): Enforcement of School Attendance F.S.1003.27(2)(b): Court Procedure and Penalties F.S.1003.31: Students Subject to Control of School F.S. 1003.3101 Additional educational choice options F.S.1003.32: Authority of Teacher; Responsibility for Control of Students; District School Board and Principal Duties F.S. 1003.44 Patriotic programs F.S.1006.062: Administration of Medication F.S.1006.07: Student Discipline and Safety F.S.1006.07(2)(d)(1): Dress Code Policy F.S.1006.07(2)(f): Wireless Communications F.S.1006.09(2): Suspension Proceedings F.S.1006.11: Standards for Use of Reasonable Force F.S.1006.11(2): Enactment of Reasonable Force F.S.1006.147: Bullying and Harassment F.S.1006.147b: Cyberbullying F.S.1006.148: Dating Violence and Abuse F.S.1006.195 District school board, charter authority and responsibility to establish student eligibility regarding participation in interscholastic and intrascholastic extracurricular activities.</p> <p>.....</p> <p>Senate Bill 7026</p>	<p>2260.02: Nondiscrimination Grievance Procedure 2430: District-Sponsored Clubs and Activities 2430.01: Special Programs by Community Volunteers 2431: Interscholastic Athletics 2451: Alternative School Plans/Programs 5111.01: Homeless Students 5112: Entrance Requirements 5136: Wireless Communication Devices 5200: Attendance 5223: Absences for Religious Instruction 5225: Absences for Religious Holidays 5230: Late Arrival and Early Dismissal 5310: Health Services 5320: Immunization 5330: Use of Medications 5410: Student Progression 5500: Student Conduct 5511: Dress and Grooming 5512: Tobacco-Free Environment 5513: Care of School Property 5516: Student Hazing 5517: Anti-Harassment 5517.01: Bullying and Harassment 5517.02: Anti-Harassment Complaint Procedure 5517.03: Dating Violence and Abuse 5520: Disorder and Demonstration 5530: Drug Prevention 5540: The Schools and Investigations Involving Students 5600: Student Discipline 5605: Suspension/Expulsion of Disabled Students 5610: Removal, Suspension, and Expulsion of Students 5610.01: Emergency Removal of Students 5610.02: In School Discipline, Administrative Procedures 5610.04: Suspension of Bus Riding/Transportation Privileges 5610.05: Prohibition from Extra-Curricular Activities 5611: Due Process Rights 5630: Corporal Punishment and Use of Reasonable Force and Restraint 5771: Search and Seizure 5772: Weapons 5780: Student/Parent Rights 5840: Student Groups 7540: Computer Technology and Networks 7540.03: Student Network and Internet Responsible Use and Safety 8330: Student Records 8405: School Safety 8462: Student Abuse and Neglect 8600: Transportation Health Services Manual 2016-17</p>	<p>18 U.S.C. s.921: Firearms (Definition)</p>

Appendix A

The School District of Indian River County is required to provide a list of programs authorized by the school district that provide instruction to students, parents, teachers, school administrators, counseling staff and school volunteers on identifying, preventing and responding to bullying or harassment, including instruction on recognizing behaviors that lead to bullying and harassment and taking appropriate preventive action based on those observations.

Students, parents/legal guardians, teachers, school administrators, counseling staff, and school volunteers shall be given instruction at a minimum on an annual basis on the district's Policy and Regulations against bullying and harassment. The instruction shall include evidence-based methods of preventing bullying and harassment, as well as how to effectively identify and respond to bullying or harassment in schools.

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 core ethical** and performance values and traits into the DNA of your organization.

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.

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.

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

Creating a Safe and Respectful Environment on Our Nation's School Busses (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.

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.

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. PBIS refers to Positive Behavioral interventions and Support, which encompasses “ a range of research-based strategies used to increase quality of life and decrease problem behavior by teaching new skills and making changes in a person’s environment”. Positive behavioral interventions and support combines: valued outcomes, behavioral and biomedical science, validated procedures, and systems change to enhance quality of life and reduce problem behaviors. (www.flpbis.org)

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 key components** to this nationally-recognized, proven-effective program that comprise our approach to character education. Each component supports the other.

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 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 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.

For the Classroom

You and your entire staff will have access for one 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). [Free Materials](#)

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](#)).

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.

Teen Dating Violence Curricula /Florida Coalition Against Domestic Violence (FCADV)

The three resource curricula address *all* the components that must be covered as a part of students’ comprehensive health education according to Florida Statute 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 15 FDOE health education benchmarks. The three curricula are to be implemented in age groupings: seventh and eighth grades, ninth and tenth grades and eleventh and twelfth grades. All three curricula have eight 45-minute sessions. However, the curricula may be used in a three, five or eight session format.

Appendix B

Reporting Procedures from School Board Policy 5517

Reports and Complaints of Harassing Conduct

Students and all other members of the School District community, as well as third parties, are encouraged to promptly report incidents of **unlawful harassing** conduct to a teacher, administrator, supervisor, or other School District employee or official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall file it with the District's Anti-Harassment Compliance Officer within two (2) business days.

Members of the School District community, which includes students, or third parties who believe they have been unlawfully harassed by another member of the School District community or a third party are entitled to utilize the Board's complaint process that is set forth in this policy. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of harassment in accordance with Policy [5517.01](#) the Principal believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on sex, race, color, national origin, religion, or disability, the Principal will report the act of harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. While the Compliance Officer investigates the allegation, the Principal shall suspend the student Policy [5517.01](#) investigation to await the Compliance Officer's written report. The Compliance Officer shall keep the Principal informed of the status of the Policy [5517](#) investigation and provide the student with a copy of the resulting written report.

Anti-Harassment Compliance Officers

The following individuals serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers". Dr. Edwina Suit, Executive Director for Human Resources, edwina.suit@indianriverschools.org, (772-564-5932) and Dr. Torres-Martinez, Executive Director for Student Services and Exceptional Student Education, lillian.torresmartinez@indianriverschools.org, (772-564-5946).

A Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age of eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officers are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare, after consultation with the board attorney, recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) calendar days of learning of the incident.

Investigation and Complaint Procedure

Any student who believes that s/he has been subjected to unlawful harassment may seek resolution of their complaint through either the informal or formal procedures as described below. While there are no time limits for initiating a complaint of harassment, individuals should make every effort to file an informal or formal complaint as soon as possible after the harassing conduct occurs. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment, time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) calendar days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who believes s/he has been unlawfully harassed. This informal procedure is not required as a precursor to the filing of a formal complaint.

An informal complaint process to provide members of the School District community or third parties who believes they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns is set forth in this policy.

Students, other members of the School District community or third parties who believe that they have been unlawfully harassed may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in the informal process.

Students, other members of the School District community or third parties who believe that they have been unlawfully harassed may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process. However, all complaints of harassment involving a District employee or any other adult member of the School District community against a student will be formally investigated.

As an initial course of action, if a student feels that s/he is being unlawfully harassed and s/he is able and feels safe doing so, the individual should tell or otherwise inform the harasser that the conduct is unwelcome

and must stop. The complaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers is available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the harasser of their complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A student who believes s/he has been unlawfully harassed may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator in the school the student attends (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officers who will either facilitate an informal resolution as described below on their own, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide students, other members of the School District community and third parties who believe they are being unlawfully harassed by a student with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the student claiming unlawful harassment, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the student about how to communicate the unwelcome nature of the behavior to the alleged harasser.
- B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.
- C. If both parties agree, the Compliance may arrange and facilitate a meeting between the student claiming harassment and the individual accused of harassment to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officers or designee will exercise their authority to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the Compliance Officers or designee in accordance with the Board's records retention policy. (See Policy [8310](#) and Policy [8320](#))

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the student elects to file a formal complaint initially, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of a student, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

A student who believes s/he has been subjected to offensive conduct/harassment hereinafter referred to as the "complainant", may file a formal complaint, either orally or in writing with a teacher, principal, or other District employee at the student's school, the Compliance Officer, Superintendent, or other District employee who works at another school or at the district level.

Due to the sensitivity surrounding complaints of unlawful harassment, time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a complainant informs a teacher, principal, or other District employee at the student's school, the Compliance Officer, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer or designee within two (2) business days.

Throughout the course of the process as described herein, the Compliance Officer should keep the parties informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or engaging in, offensive conduct/harassment; a detailed description of the facts upon which the complaint is based; and a list of potential witnesses and, the resolution sought by the complainant.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the complainant from further harassment or retaliation including but not limited to a change of class schedule, for the complainant or the alleged harasser, or possibly a change of school for either or both of the parties. In making such a determination, the Compliance Officer should consult the complainant to assess their agreement to any action deemed appropriate. If the complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions s/he deem appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) business days of receiving a formal complaint, the Compliance Officer will inform the individual alleged to have engaged in the harassing conduct, hereinafter referred to as the "respondent", that a complaint has been received. The respondent will be informed about the nature of the allegations and a copy of these administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Within five (5) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subject to offensive conduct/harassment. A principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment within fifteen (15) calendar days of receiving the formal complaint. The investigation will include:

- A. interviews with the complainant;

- B. interviews with the respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent, which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the complainant has been subject to unlawful harassment. In determining if discrimination occurred, a preponderance of evidence standard will be used. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within ten (10) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a final decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above. The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or third party alleging the unlawful harassment pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights 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 under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality cannot be guaranteed however. All complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the respondent.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are

considered student records in accordance with the *Family Educational Rights and Privacy Act* will be maintained in a manner consistent with the provisions of the Federal law.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment while observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases, where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s). Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

Retaliation

Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

Education and Training In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment in general will be age and content appropriate.

Forms to Be Completed by Students and Parents

STUDENT NETWORK AND INTERNET RESPONSIBLE USE AND SAFETY AGREEMENT

PLEASE READ THE FOLLOWING CAREFULLY. THIS IS AN AGREEMENT THAT MUST BE SIGNED BEFORE A STUDENT WILL BE GIVEN A NETWORK ACCOUNT WITH ACCESS TO E-MAIL AND/OR THE INTERNET.

To access the School District of Indian River County's computers, network and Internet services ("Network") at school, students under the age of eighteen (18) must obtain parent permission and must **sign** and **return** this form. Students eighteen (18) and over may sign their own forms. Use of the Network/Internet is a privilege, not a right. The School District of Indian River County's Network/Internet connection is provided for educational purposes only. Unauthorized and inappropriate use will result in a cancellation of this privilege.

The SDIRC has implemented technology protection measures, which protect against (e.g. block/filter) Internet access to visual displays/depictions/materials that are obscene, constitute child pornography, or are harmful to minors. The SDIRC also monitors online activity of students in an effort to restrict access to child pornography and other material that is obscene, objectionable, inappropriate, or harmful to minors. Nevertheless, parents/guardians are advised that determined users may be able to gain access to information, communication and services on the Internet that the SDIRC has not authorized for educational purposes that they and their parents/guardians may find inappropriate, offensive, objectionable, or controversial. Parents/Guardians assume this risk by consenting to allow their students to participate in the use of the Internet. Students accessing the Internet through the school's computers assume personal responsibility and liability, both civil and criminal, for unauthorized or inappropriate use of the Internet.

The SDIRC has the right, at any time, to access, monitor, review, and inspect any directories, files, or messages residing on or sent using the district's computers and networks. Messages relating to, or in support of, illegal activities will be reported to the appropriate authorities.

Examples of prohibited activities while on the Network include, but are not limited to:

- Using another person's username and password.
- Accessing chat rooms, social media such as Facebook and Twitter, and other forms of direct electronic communications for non-educational purposes.
- Using electronic resources for financial gain, advertising, political activity, or personal business activity.
- Accessing, downloading, storing, viewing, sending, or displaying text, images, movies, or sounds that contain pornography, obscenity, or language that offends or tends to degrade others.
- Sending, or attempting to send, anonymous messages of any kind or pretending to be someone else while sending a message.
- Accessing, or attempting to access, the Network, or any devices attached to the Network, to engage in "hacking" or other unlawful activities.
- Using electronic resources for illegal or inappropriate activities.
- Violating copyright laws, and obtaining copies of or modifying files, data, or passwords belonging to others.
- Accessing confidential student or employee information without authorization, or through misuse of authorization, and communicating such information with unauthorized persons.
- Downloading files to district hard drives without prior authorization, attempting to view other computers or computer resources across the network, or disclosing personally identifiable information of minors via electronic resources, except as expressly authorized by the minor student's parent/guardian.

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Please carefully review the forms on the following pages with your child, complete all required information, and return them to your child's school.

STUDENT NETWORK AND INTERNET RESPONSIBLE USE AND SAFETY AGREEMENT

Please complete the following information and return to your child's school:

Student User's Full Name (please print): _____

School: _____ Grade: _____

Parent/Guardian's Name: _____

Parent/Guardian

As the parent/guardian of this student, I have read the Student Network and Internet Responsible Use and Safety Policy, any guidelines referenced within, and have discussed them with my child. I understand that student access to the Network/Internet is designed for educational purposes and that the district has taken available precautions to restrict and/or control student access to material on the Internet that is obscene, objectionable, inappropriate and/or harmful to minors. However, I recognize that it is impossible for the district to restrict access to all objectionable and/or controversial materials that may be found on the Internet. I will not hold the district (or any of its employees, administrators, or officers) responsible for materials my child may acquire or come in contact with while on the Internet. Additionally, I accept responsibility for communicating to my child the guidelines concerning acceptable use of the Internet: setting and conveying standards for my child to follow when selecting, sharing, and exploring information and resources on the Internet. I further understand that individuals and families may be liable for violations.

To the extent that proprietary rights in the design of a website hosted on the district's servers would endow my child upon creation, I agree to assign those rights to the district.

Check below to agree:

I give permission for my child to use and access the Network/Internet at school and for the board to issue an e-mail account to my child.

Parent/Guardian's Signature: _____ Date: _____

Student

I have read and agree to abide by the Student Network and Internet Responsible Use and Safety Policy, and any guidelines referenced within. I understand that any violation of the terms and conditions set forth in the policy and guidelines is inappropriate and may constitute a criminal offense. As a user, I agree to communicate over the Internet and the Network in an appropriate manner, while honoring all relevant laws, restrictions, and guidelines.

Student's Signature: _____ Date: _____

Teachers and building principals are responsible for determining what constitutes unauthorized or inappropriate use. The principal may deny, revoke, or suspend access to the Network/Internet to individuals who violate the Student Network and Internet Responsible Use and Safety Policy and related guidelines, and take such other disciplinary action as is appropriate pursuant to the Positive Climate and Discipline Code of Student Conduct.

Sign and return to your child's school

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STUDENT /PARENT ACKNOWLEDGMENT FORM 2018-2019

The Positive Climate and Discipline Code of Student Conduct has been developed to help your child gain the greatest possible benefit from their school experiences. The Code defines the responsibilities and the rights of students attending Indian River County Public Schools, and clearly identifies the consequences for student actions which violate this Code.

The school is in need of your help and cooperation. Students, parents, and schools working together can maintain a safe and purposeful atmosphere in the schools where students can learn to their full potential.

Since parents/guardians share responsibility for the actions of their children, they should also become familiar with the rules and expectations described in this handbook.

Please read and discuss this important document with your child, then sign this form and return it to your child's school, where it will be kept on file.

ID#: _____

Student Name (Print) / School: _____

DOB: _____

Student Signature / Date: _____

Cellular phone number: _____

Parent/Guardian Name (Print) / Date: _____

Parent/Guardian Signature / Date: _____

Note: Failure to return this acknowledgment form will not release a student or the parents/guardians of the student from responsibility for knowledge of the contents of the Positive Climate and Discipline Code of Student Conduct and will not excuse noncompliance with the Positive Climate and Discipline Code of Student Conduct by the student.

Statement of Academic Honesty

The School District of Indian River County strongly believes that academic honesty must be practiced by all its students. In accordance with the school district's mission to serve all students with excellence, the district must take an unwavering stand on academic integrity. Cheating and plagiarism are wrong. Cheating and plagiarism in any form as defined by this Code will be considered a critical breach of character and integrity, as well as a serious violation of the Positive Climate and Discipline Code of Student Conduct. The School District of Indian River County defines cheating as:

The inappropriate and deliberate distribution or use of information, notes, materials, or work of another person in the completion of an academic exam, test, or assignment without specific teacher permission and proper crediting of the source (plagiarism).

Refer to the Levels of Interventions and Consequences sections within this handbook for a listing of consequences relating to violations of academic honesty.

In addition to the consequences applied by the teacher, a cheating or plagiarism violation will be referred to the administration and may result in the loss of eligibility or removal from an academic club, loss of academic honors and awards, and loss of eligibility to apply for or receive local academic scholarships. These decisions, any or all, would be decided by a committee of teachers appointed by the principal.

I have read and understand the SDIRC's policy concerning academic honesty.

Parent/Guardian Signature

Date

Sign and return to your child's school.

Media Release 2018-2019

As the parent/guardian of a student in the Indian River County School District, I hereby grant the School Board of Indian River County, Florida, and its officers and employees, permission to photograph and/or record my student while involved in any and all school activities.

I understand that my student's photograph, name (both verbally and in print), face, likeness, voice, and appearance contained in such media productions may be used for purposes including but not limited to public service announcements, professional development, school publicity, and other programs shown to the school community and the general public, and may appear in newspapers, on television, on district and public websites, in district publications (such as school yearbooks, school newspapers, and class pictures), and other communication tools inside and outside the district. Indicate preference by checking the box below:

- I WILL allow my student to be photographed and/or recorded for the purposes explained above.
- I will ONLY allow my student to be photographed for school and yearbook pictures.
- I will NOT allow my student to be photographed and/or recorded for the purposes explained above

NOTE: The Request to Withhold Information (for junior and seniors only) form which was previously included in the code is now available on the SDIRC website: www.indianriverschools.org, and in high school guidance offices.

Student Name: _____

Parent/Guardian Signature

Date

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

THIS AGREEMENT, entered into this 25 day of April, 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 Achieve3000, Inc.

(Legal Name of Contracting Party/Organization) hereinafter referred to as the "**CONTRACTOR**", is as follows:

1. SCOPE OF WORK

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

Nature of Contracted Services: Achieve3000 Differentiated Literacy Solution (software), Professional Learning Services, Achieve3000's Boost, Access, and Espanol Solutions (software).

Professional Learning Services: MODULARIZED PROFESSIONAL LEARNING

Sessions can be combined to fit into a one-, two- or three-hour design to build a day of professional learning for multiple audiences. Each session is structured around hands-on learning opportunities, access to key resources, and recommendations on what to do next in each classroom or instructional setting.

FLEXIBLE DELIVERY METHODS AND SUPPORT .In addition to the onsite and live online sessions and classroom modeling lessons, our powerful, blended service model incorporates a variety of flexible delivery methods. 24/7 in-product access to resources, tools and self-directed learning—and Dr. Doug Fisher's new on-demand series: 30 Days to Improving Instruction. We will customize the district, school, teacher and parent learning paths to best address your specific needs!

Anticipated Outcome of Contracted Services: Achieve3000 solutions steadily increase students' ability to read, comprehend, apply and communicate information derived from complex text.

Location of Contracted Service: Alternative Center For Ed, Sebastian River High School, Vero Beach High School, Wabasso School

Date(s)/Hours of Service: Software 8/1/18 - 6/30/19, Professional Learning Services TBD

2. TERM OF AGREEMENT

The **Contractor** shall commence performance of the Agreement on the 1 day of August, 2018, and shall complete performance to the satisfaction of the Superintendent no later than the 31 day of July, 2019. **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 \$ 84,450.00 which shall constitute the amount due under this Agreement. Agreements

exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

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

- One lump sum payment in the amount of \$ 84,450.00 upon completion of services
- _____ partial payments in the amount of \$ _____ after/before each invoice.
- Please see payment schedule hereto attached and incorporated into this Agreement.

5. REGULATIONS & ORDINANCES

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

6. CONFIDENTIALITY OF STUDENT RECORDS

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

7. ENTIRE AGREEMENT

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

8. GOVERNING LAW; VENUE

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

9. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

10. DUTY TO DEFEND

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

11. CANCELLATION / TERMINATION

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

12. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

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

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. **Contractor** understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The **Contractor** shall keep records to show its compliance with program requirements. **Contractors** and subcontractors must make available, upon request of the **School Board**, a Federal 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 that 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.

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14. PATENTS, COPYRIGHTS AND ROYALTIES

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

15. BACKGROUND SCREENING REQUIREMENTS

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

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

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

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

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

Contractor agrees to provide the **School Board** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **Contractor** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. **Contractor** further agrees to

BACKGROUND SCREENING REQUIREMENTS continued.....

notify the **School Board** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **Contractor** to notify the **School Board** of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

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

16. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

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

17. COMPLIANCE WITH BOARD POLICIES

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

18. ASSIGNMENT

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

19. DEBARMENT

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

Contractor agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs 18(a) – (e) above, with respect to **Contractor** or its principals.

20. DAVIS-BACON ACT LABOR STANDARDS

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

21. CONDUCT WHILE ON SCHOOL PROPERTY

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

22. NO WAIVER

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

23. NON-DISCRIMINATION

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, or national or ethnic origin.

24. NO TAXES

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

25. WRITTEN NOTICE DELIVERY

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

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

Contractor/Vendor Achieve3000, Inc.

Contact's Name/Title **Attn:** Rivki Locker, COO _____

Address: _____
1985 Cedar Bridge Ave., Suite 3
Lakewood, NJ 08701

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

School Board of Indian River County
Attn: Superintendent, Mark J. Rendell, Ed.D
6500 57th Street
Vero Beach, Florida 32960

With a copy to:

Department _____

Department Director _____

Address: _____

And a copy to:

Department _____

Department Director **Attn:** _____

Address: _____

26. INSURANCE REQUIREMENTS

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

VENDOR/CONTRACTOR
Achieve3000, Inc.

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

By: 

(Signature)

By: _____

Signature and Date
Shawn R. Frost, Chairman School Board SDIRC

Rivki Locker

(Name Typed)

- COO

(Title)

- 1985 Cedar Bridge Ave., Suite 3

(Address)

- Lakewood, NJ 08701

Date: March 9, 2018

FEIN (BUSINESS) 22-3772922

SS# (INDIVIDUAL) _

732-367-5505

TELEPHONE / FAX NUMBER

orders@achieve3000.com

CONTACT EMAIL ADDRESS

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**INDIAN RIVER COUNTY
DISTRICT SCHOOL BOARD**

For the Fiscal Year Ended
June 30, 2017



Sherrill F. Norman, CPA
Auditor General

Board Members and Superintendent

During the 2016-17 fiscal year, Dr. Mark J. Rendell served as Superintendent of the Indian River County Schools and the following individuals served as School Board Members:

	<u>District No.</u>
Shawn Frost, Vice Chair	1
Dale Simchick, Chair through 11-21-16	2
Laura Zorc from 11-22-16	3
Matthew McCain through 11-21-16	3
Charles Searcy, Chair from 11-22-16	4
Tiffany M. Justice from 11-22-16	5
Claudia Jimenez through 11-21-16	5

The Auditor General conducts audits of governmental entities to provide the Legislature, Florida's citizens, public entity management, and other stakeholders unbiased, timely, and relevant information for use in promoting government accountability and stewardship and improving government operations.

The team leader was Bevohn Dougall, CPA, and the audit was supervised by Tim L. Tucker, CPA.

Please address inquiries regarding this report to Micah E. Rodgers, CPA, Audit Manager, by e-mail at micahrodgers@aud.state.fl.us or by telephone at (850) 412-2905.

This report and other reports prepared by the Auditor General are available at:

FLAuditor.gov

Printed copies of our reports may be requested by contacting us at:

State of Florida Auditor General

Claude Pepper Building, Suite G74 • 111 West Madison Street • Tallahassee, FL 32399-1450 • (850) 412-2722

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SUMMARY

SUMMARY OF REPORT ON FINANCIAL STATEMENTS

Our audit disclosed that the Indian River County District School Board (District's) basic financial statements were presented fairly, in all material respects, in accordance with prescribed financial reporting standards.

SUMMARY OF REPORT ON INTERNAL CONTROL AND COMPLIANCE

Our audit did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* issued by the Comptroller General of the United States; however, we noted a certain additional matter as summarized below.

Additional Matter

Finding AM 2017-001: For the 2013-14 through 2016-17 fiscal years, the District did not appropriately allocate and disburse additional property tax levy collections to the five District-sponsored charter schools in accordance with State law. As a result, the District must repay the five charter schools a total of \$2.6 million over a 4-year period with monthly payments starting in February 2018 and ending in calendar year 2022.

SUMMARY OF REPORT ON FEDERAL AWARDS

We audited the District's compliance with applicable Federal awards requirements. The Child Nutrition Cluster was audited as a major Federal program. The results of our audit indicated that the District materially complied with the requirements that could have a direct and material effect on the Child Nutrition Cluster.

AUDIT OBJECTIVES AND SCOPE

Our audit objectives were to determine whether the School Board and its officers with administrative and stewardship responsibilities for District operations had:

- Presented the District's basic financial statements in accordance with generally accepted accounting principles;
- Established and implemented internal control over financial reporting and compliance with requirements that could have a direct and material effect on the financial statements or on the District's major Federal program; and
- Complied with the various provisions of laws, rules, regulations, contracts, and grant agreements that are material to the financial statements, and those applicable to the District's major Federal program.

The scope of this audit included an examination of the District's basic financial statements and the accompanying Schedule of Expenditures of Federal Awards, as of and for the fiscal year ended

June 30, 2017. We obtained an understanding of the District's environment, including its internal control, and assessed the risk of material misstatement necessary to plan the audit of the basic financial statements and Federal awards. We also examined various transactions to determine whether they were executed, in both manner and substance, in accordance with governing provisions of laws, rules, regulations, contracts, and grant agreements.

AUDIT METHODOLOGY

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; applicable standards contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.



Sherrill F. Norman, CPA
Auditor General

AUDITOR GENERAL STATE OF FLORIDA

Claude Denson Pepper Building, Suite G74
111 West Madison Street
Tallahassee, Florida 32399-1450



Phone: (850) 412-2722
Fax: (850) 488-6975

The President of the Senate, the Speaker of the
House of Representatives, and the
Legislative Auditing Committee

INDEPENDENT AUDITOR'S REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Indian River County District School Board, as of and for the fiscal year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic 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 these financial statements 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 financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the school internal funds, which represent 11 percent of the assets and 21 percent of the liabilities of the aggregate remaining fund information. In addition, we did not audit the financial statements of the aggregate discretely presented component units, which represent 100 percent of the transactions and account balances of the aggregate discretely presented component units' columns. Those statements were audited by other auditors whose reports have been furnished to us, and our opinions, insofar as they relate to the amounts included for the school internal funds and the aggregate discretely presented component units, are based solely on the reports of the other auditors. 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 perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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 entity's 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 entity's 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 the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Indian River County District School Board, as of June 30, 2017, and the respective changes in financial position and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note II. to the financial statements, the District early implemented Governmental Accounting Standards Board (GASB) Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, which is a change in accounting principle that addresses accounting and financial reporting for other postemployment benefits. This affects the comparability of amounts reported for the 2016-17 fiscal year with amounts reported for the 2015-16 fiscal year. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that **MANAGEMENT'S DISCUSSION AND ANALYSIS**, the **Budgetary Comparison Schedule – General Fund**, **Schedule of Changes in the District's Total Other Postemployment Benefits Liability and Related Ratios**, **Schedule of the District's Proportionate Share of the Net Pension Liability – Florida Retirement System Pension Plan**, **Schedule of District Contributions – Florida Retirement System Pension Plan**, **Schedule of the District's Proportionate Share of the Net Pension Liability – Health Insurance Subsidy Pension Plan**, **Schedule of District Contributions – Health Insurance Subsidy Pension Plan**, and **Notes to Required Supplementary Information**, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical

context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The accompanying **SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The accompanying **SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS** is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying **SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS** is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated March 29, 2018, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, rules, regulations, contracts, and grant agreements and other matters included under the heading **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**. 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 effectiveness of the District's 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 District's internal control over financial reporting and compliance.

Respectfully submitted,



Sherrill F. Norman, CPA
Tallahassee, Florida
March 29, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the Indian River County District School Board has prepared the following discussion and analysis to provide an overview of the District's financial activities for the fiscal year ended June 30, 2017. The information contained in the Management's Discussion and Analysis (MD&A) is intended to highlight significant transactions, events, and conditions and should be considered in conjunction with the District's financial statements and notes to financial statements found immediately following the MD&A.

FINANCIAL HIGHLIGHTS

Key financial highlights for the 2016-17 fiscal year are as follows:

- In total, net position increased \$2 million during the 2016-17 fiscal year.
- The assets and deferred outflows of resources of the District exceed its liabilities and deferred inflows of resources at June 30, 2017, by \$184.1 million. Of this amount, \$208.9 million represents investments in capital assets (net of related debt), and negative \$24.8 million represents restricted and unrestricted net position of \$30.9 million and negative \$55.7 million, respectively.
- Program revenues account for \$13.7 million, or 7.3 percent, of total revenues, and general revenues and special item account for \$174.2 million, or 92.7 percent.
- The governmental funds report combined fund balances of \$51.2 million, a decrease of \$13.6 million in comparison to the prior fiscal year.
- At the end of the fiscal year, assigned fund balance for the General Fund was \$15.8 million, or 11 percent of General Fund revenues.

OVERVIEW OF FINANCIAL STATEMENTS

The basic financial statements consist of three components: (1) government-wide financial statements; (2) fund financial statements; and (3) notes to financial statements. This report also includes supplementary information intended to furnish additional details to support the basic financial statements.

Government-Wide Financial Statements

The government-wide financial statements provide both short-term and long-term information about the District's overall financial condition in a manner similar to those of a private-sector business. The statements include a statement of net position and a statement of activities that are designed to provide consolidated financial information about the governmental and business-type activities of the District presented on the accrual basis of accounting. The statement of net position provides information about the District's financial position, its assets, liabilities, and deferred inflows/outflows of resources, using an economic resources measurement focus. Assets plus deferred outflows of resources, less liabilities and deferred inflows of resources, equals net position, which is a measure of the District's financial health. The statement of activities presents information about the change in the District's net position, the results of operations, during the fiscal year. An increase or decrease in net position is an indication of whether the District's financial health is improving or deteriorating.

The government-wide statements present the District's activities in the following categories:

- Governmental activities – This represents most of the District’s services, including its educational programs: basic, vocational, adult, and exceptional education. Support functions such as transportation and administration are also included. Local property taxes and the State’s education finance program provide most of the resources that support these activities.
- Business-type activities – The District charges fees to cover the cost of certain services it provides. These activities are for its Extended Day Program.
- Component units – The District presents five separate legal entities that operate as charter schools as discussed in the notes to the basic financial statements. Although these are legally separate organizations, the component units’ activities are included in the financial statements since they meet the criteria for inclusion provided by generally accepted accounting principles. Financial information for these component units is reported separately from the financial information presented for the primary government.

The Indian River County School Board Leasing Corporation (Leasing Corporation), although also a legally separate entity, was formed to facilitate financing for the acquisition of facilities and equipment for the District. Due to the substantive economic relationship between the District and the Leasing Corporation, the Leasing Corporation has been included as an integral part of the District.

Fund Financial Statements

Fund financial statements are one of the components of the basic financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements and prudent fiscal management. Certain funds are established by law while others are created by legal agreements, such as bond covenants. Fund financial statements provide more detailed information about the District’s financial activities, focusing on its most significant or “major” funds rather than fund types. This is in contrast to the entitywide perspective contained in the government-wide statements. All of the District’s funds may be classified within one of the broad categories discussed below.

Governmental Funds: Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in assessing a government’s near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government’s near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The governmental funds balance sheet and statement of revenues, expenditures, and changes in fund balances provide detailed information about the District’s most significant funds. The District’s major funds are the General Fund, Debt Service – Other Fund, Debt Service – ARRA Economic Stimulus Fund,

Capital Projects – Local Capital Improvement Fund, and Capital Projects – Other Fund. Data from the other governmental funds are combined into a single, aggregated presentation.

The District adopts an annual appropriated budget for its governmental funds. A budgetary comparison schedule has been provided for the General Fund to demonstrate compliance with the budget.

Proprietary Funds: Proprietary funds may be established to account for activities in which a fee is charged for services. Two types of proprietary funds are maintained:

- Enterprise funds are used to report the same functions as business-type activities in the government-wide financial statements. The District uses the enterprise fund to account for its Extended Day Program.
- Internal service funds are used to report activities that provide goods and services to support the District's other programs and functions through user charges. The District uses the internal service fund to account for the health self-insurance program activities. Since these services predominantly benefit governmental rather than business-type functions, the internal service funds have been included within governmental activities in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail, for those enterprise funds determined to be major. The District's nonmajor enterprise fund is the business-type activities. Conversely, the internal service funds are combined into a single, aggregated column in the proprietary fund financial statements.

Fiduciary Funds: Fiduciary funds are used to report assets held in a trustee or fiduciary capacity for the benefit of external parties, such as student activity funds. Fiduciary funds are not reflected in the government-wide statements because the resources are not available to support the District's own programs. In its fiduciary capacity, the District is responsible for ensuring that the assets reported in these funds are used only for their intended purposes.

The District uses private-purpose trust funds to account for scholarship funds established by private donors.

The District uses agency funds to account for resources held for student activities and groups.

Notes to Financial Statements

The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplemental Information

The District adopts an annual budget for its governmental funds. A budgetary comparison schedule has been provided for the General Fund to demonstrate compliance with the budget. Additional required supplementary information is presented related to the funding progress for other postemployment benefits and net pension liabilities and contributions.

Notes to Required Supplementary Information

The notes provide additional information that is essential for a full understanding of the data provided in the required supplementary information.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position over time may serve as a useful indicator of a government's financial health. The following is a summary of the District's net position as of June 30, 2017, compared to net position as of June 30, 2016:

**Net Position, End of Year
(amounts expressed in thousands)**

	Governmental Activities		Business-Type Activities		Total	
	6-30-17	6-30-16	6-30-17	6-30-16	6-30-17	6-30-16
Current and Other Assets	\$ 69,271	\$ 80,331	\$ 910	\$ 821	\$ 70,181	\$ 81,152
Capital Assets	342,635	336,163	-	-	342,635	336,163
Total Assets	411,906	416,494	910	821	412,816	417,315
Deferred Outflows of Resources	35,944	17,487	190	50	36,134	17,537
Other Liabilities	17,600	18,521	38	34	17,638	18,555
Long Term Liabilities	242,009	225,448	553	386	242,562	225,834
Total Liabilities	259,609	243,969	591	420	260,200	244,389
Deferred Inflows of Resources	4,644	8,291	20	50	4,664	8,341
Net Position:						
Net Investment in Capital Assets	208,911	220,360	-	-	208,911	220,360
Restricted	30,927	25,328	-	-	30,927	25,328
Unrestricted (Deficit)	(56,241)	(63,967)	489	401	(55,752)	(63,566)
Total Net Position	\$ 183,597	\$ 181,721	\$ 489	\$ 401	\$ 184,086	\$ 182,122

The largest portion of the District's net position is investment in capital assets (e.g., land; buildings; furniture, fixtures, and equipment), less any related debt still outstanding. The District uses these capital assets to provide services to students; consequently, these assets are not available for future spending. Although the investment in capital assets is reported net of related debt, the resources used to repay the debt must be provided from other sources, since the capital assets cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The deficit unrestricted net position was the result, in part, of accruing \$10.2 million in compensated absences payable, \$13.9 million in other postemployment benefit obligations, and \$84.7 million in net pension liability.

The key elements of the changes in the District's net position for the fiscal years ended June 30, 2017, and June 30, 2016, are as follows:

**Operating Results for the Fiscal Year Ended
(amounts expressed in thousands)**

	Governmental Activities		Business-Type Activities		Total	
	6-30-17	6-30-16	6-30-17	6-30-16	6-30-17	6-30-16
Program Revenues:						
Charges for Services	\$ 1,998	\$ 2,023	\$ 873	\$ 809	\$ 2,871	\$ 2,832
Operating Grants and Contributions	6,658	6,858	-	-	6,658	6,858
Capital Grants and Contributions	4,153	3,975	-	-	4,153	3,975
General Revenues:						
Property Taxes, Levied for Operational Purposes	93,853	96,034	-	-	93,853	96,034
Property Taxes, Levied for Capital Projects	23,822	22,318	-	-	23,822	22,318
Grants and Contributions Not Restricted to Specific Programs	55,626	52,010	-	-	55,626	52,010
Unrestricted Investment Earnings	558	533	3	2	561	535
Miscellaneous	2,919	2,591	1	-	2,920	2,591
Total Revenues	189,587	186,342	877	811	190,464	187,153
Functions/Program Expenses:						
Instruction	104,888	100,953	-	-	104,888	100,953
Student Support Services	5,380	5,242	-	-	5,380	5,242
Instructional Media Services	2,068	2,108	-	-	2,068	2,108
Instruction and Curriculum Development Services	6,202	6,210	-	-	6,202	6,210
Instructional Staff Training Services	2,469	2,476	-	-	2,469	2,476
Instruction-Related Technology	5,691	4,728	-	-	5,691	4,728
Board	1,276	1,040	-	-	1,276	1,040
General Administration	1,406	1,084	-	-	1,406	1,084
School Administration	9,710	9,526	-	-	9,710	9,526
Facilities Acquisition and Construction	6,725	11,406	-	-	6,725	11,406
Fiscal Services	1,308	1,204	-	-	1,308	1,204
Food Services	8,661	8,320	-	-	8,661	8,320
Central Services	2,380	3,706	-	-	2,380	3,706
Student Transportation Services	6,408	6,049	-	-	6,408	6,049
Operation of Plant	12,706	12,917	-	-	12,706	12,917
Maintenance of Plant	3,860	3,544	-	-	3,860	3,544
Administrative Technology Services	3,922	4,014	-	-	3,922	4,014
Community Services	396	205	-	-	396	205
Unallocated Interest on Long-Term Debt	4,935	5,718	-	-	4,935	5,718
Extended Day Program	-	-	788	832	788	832
Total Functions/Program Expenses	190,391	190,450	788	832	191,179	191,282
Excess (deficiency) Before Special Item	(804)	(4,108)	89	(21)	(715)	(4,129)
Special Item	(2,573)	-	-	-	(2,573)	-
Change in Net Position	(3,377)	(4,108)	89	(21)	(3,288)	(4,129)
Net Position - Beginning	181,721	185,829	400	422	182,121	186,251
Adjustment to Beginning Net Position (1)	5,253	-	-	-	5,253	-
Net Position - Beginning, as Restated	186,974	185,829	400	422	187,374	186,251
Net Position - Ending	\$ 183,597	\$ 181,721	\$ 489	\$ 401	\$ 184,086	\$ 182,122

Note (1) - The District early implemented Governmental Accounting Standards Board Statement No. 75 which was a change in accounting principle that requires employers to report the Other Postemployment Benefits liability and related deferred outflows/inflows of resources in government-wide financial statements.

Governmental activities revenues increased by \$3.2 million primarily as a result of the following factors: Grants and contributions increased \$3.6 million primarily due to an increase in Florida Education Finance Program (FEFP) funds. Property taxes for capital projects increased \$1.5 million primarily due to an increase in the taxable assessed value of 6.59 percent. Property taxes for operational purposes decreased by \$2.2 million primarily due to a decrease of 0.545 mills in the millage rate.

Governmental activities expenses decreased from the prior fiscal year by \$59,000. Instruction and other functional costs increased as a result of increases in health care and pension costs, offset by a decrease in facilities acquisition and construction (noncapitalized) costs.

Business-Type Activities

Extended Day Program business-type activities increased the District’s net position by \$89,000 for the fiscal year ended June 30, 2017. Charges for services and other income totaled \$877,000, while Extended Day Program expenses totaled \$788,000.

FINANCIAL ANALYSIS OF THE DISTRICT’S FUNDS

Governmental Funds

The focus of the District’s governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District’s financing requirements. Specifically, unassigned fund balance may serve as a useful measure of a government’s net resources available for discretionary use as it represents the portion of fund balance that has not been limited to a particular purpose by an external party, the District, or a group or individual delegated authority by the Board to assign resources for particular purposes.

The District’s governmental funds reported a combined fund balance of \$51.2 million, which is a decrease of \$13.6 million from last year’s total of \$64.8 million. The following schedule indicates the fund balance and the total change in fund balance by major fund versus other governmental funds as reported in the basic financial statements for the fiscal years ended June 30, 2017, and June 30, 2016.

<u>Fund Balance (in thousands)</u>	<u>2017</u>	<u>2016</u>	<u>Increase (Decrease)</u>	<u>Percentage Change</u>
General Fund	\$ 25,253	\$ 26,054	\$ (801)	-3.1%
Debt Service Funds:				
Other	74	404	(330)	-81.7%
ARRA Economic Stimulus	8,541	7,236	1,305	18.0%
Capital Projects Funds:				
Local Capital Improvement	8,560	6,949	1,611	23.2%
Other	3,837	19,901	(16,064)	-80.7%
Other Governmental Funds	4,928	4,244	684	16.1%
Total	<u>\$ 51,193</u>	<u>\$ 64,788</u>	<u>\$ (13,595)</u>	<u>-21.0%</u>

Major Governmental Funds

The General Fund is the District’s chief operating fund. As a measure of the General Fund’s liquidity, it may be useful to compare the total assigned and unassigned fund balances to General Fund total

revenues. The total assigned fund balance is 11 percent of the total General Fund revenues, while total fund balance represents 18 percent of total General Fund revenues.

The District's General Fund balance decreased by \$801,000. The table that follows illustrates the changes in revenues and net other financing sources and uses of the General Fund for the fiscal years ended June 30, 2017, and June 30, 2016.

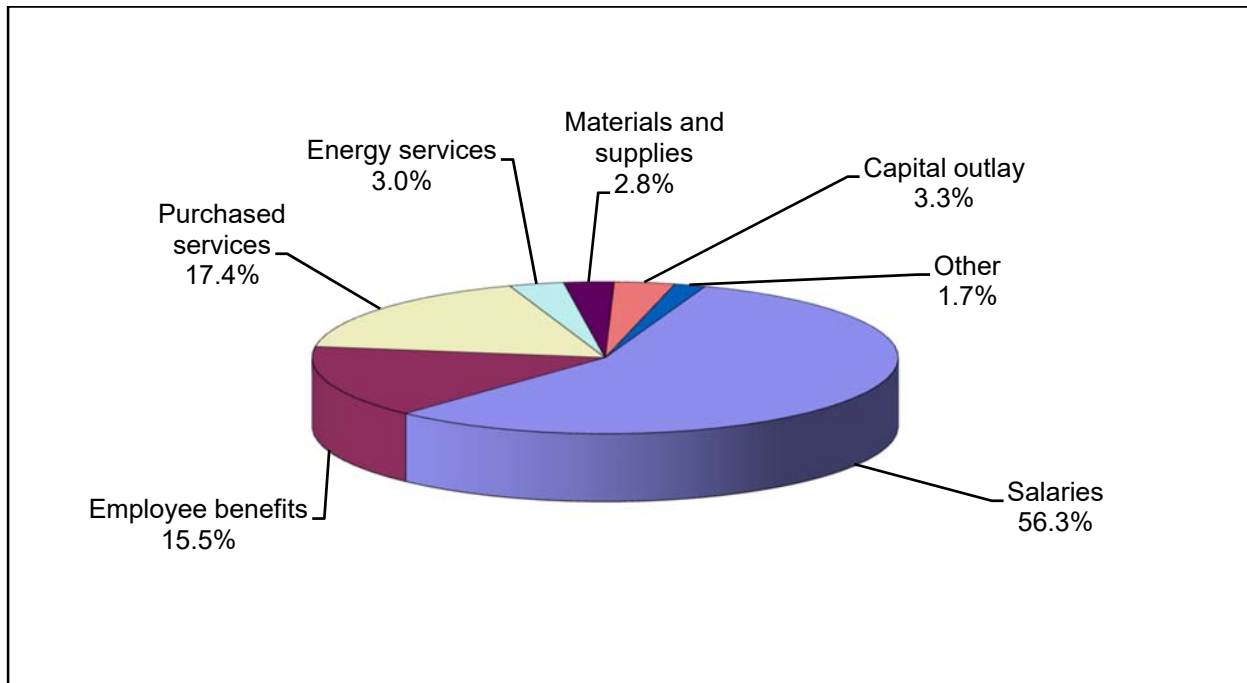
Revenues and Net Other Financing Sources and Uses (in thousands)	2017	2016	Increase (Decrease)	Percentage Change
Taxes	\$ 93,853	\$ 96,034	\$ (2,181)	-2.3%
Investment Earnings	239	263	(24)	-9.1%
State Revenues	45,163	41,523	3,640	8.8%
Other Revenues	4,697	3,624	1,073	29.6%
Net Other Financing Sources and Uses	1,064	4,625	(3,561)	-77.0%
Total	\$ 145,016	\$ 146,069	\$ (1,053)	-0.7%

- Property tax revenue decreased by \$2.2 million. The taxable assessed value of property increased 6.6 percent over the previous year, partially offset by the decrease in the millage rates of approximately 0.5 percent as set by the Florida Legislature.
- State revenues increased by \$3.6 million primarily due to an increase in funding from the FEFP funding formula and an increase in School Recognition Funds.
- Other revenues increased by \$1.1 million primarily due to the increase in the restricted indirect cost rate for Federal programs, refunds of prior year expenditures, additional grant revenues, and miscellaneous revenue collections as compared to the fiscal year ended June 30, 2016.
- Other financing sources and uses decreased by \$3.6 million, primarily due to a transfer to Internal Service Fund to fund expenses.

As the table below illustrates, the largest portions of General Fund expenditures are for salaries and fringe benefits. The District is a service entity, and as such, is labor intensive.

Expenditures by Object (in thousands)	2017	2016	Increase (Decrease)	Percentage Change
Salaries	\$ 82,133	\$ 82,408	\$ (275)	-0.3%
Employee Benefits	22,530	20,840	1,690	8.1%
Purchased Services	25,349	24,536	813	3.3%
Energy Services	4,390	4,634	(244)	-5.3%
Materials & Supplies	4,036	3,867	169	4.4%
Capital Outlay	4,860	5,203	(343)	-6.6%
Other	2,519	2,453	66	2.7%
Total	\$145,817	\$143,941	\$ 1,876	1.3%

**Expenditures by Object
For the Fiscal Year Ended June 30, 2017**



Expenditures increased \$1.9 million, or 1.3 percent from the prior fiscal year, primarily for the reasons discussed below:

Salary expenditures decreased by \$275,000, or 0.3 percent, primarily due to a reduction of retirement payouts.

Employee benefits expenditures increased by \$1.7 million, or 8.1 percent, due to an increase in the Board's contribution for health insurance.

Purchased Services expenditures increased by \$813,000, or 3.3 percent, primarily due to the increase in expenditures attributed to the Career and Professional Education funds, the repairs and cleanup costs for Hurricane Matthew, the reclass of the object code for Charter School 0.6 millage funds from object 5100 to object 3900 per the Department of Education, the addition of charter school allocations in the Reading Allocation, and various other cost increases in expenditures in the 2016-17 fiscal year, such as School Security, Custodial Substitutes, and Safe School costs.

Energy services expenditures decreased from the prior year by \$244,000, or 5.3 percent, primarily due to Performance Contracting contract which was designed to lower electricity costs.

Capital Outlay decreased by \$343,000, or 6.6 percent, largely due to a reduction of technology purchases from the voter approved 0.6 millage.

The Debt Service – Other Fund maintains a small fund balance, all of which is restricted for payment of debt service expenditures. The fund balance decreased \$331,000, primarily due to the spend down of the 2014A Certificate of Participation fund balance.

The Debt Service – ARRA Economic Stimulus Fund maintains an \$8.5 million fund balance, restricted to future payment of the 2010 Qualified School Construction Borrowing. Each year the sinking fund balance increases in preparation of the future lump sum payment.

The fund balance of the Capital Projects – Local Capital Improvement Fund increased by \$1.6 million, or 23.2 percent, during the fiscal year. This was due to capital projects in process that were not complete at the end of the fiscal year. Fund balance totaled \$8.6 million and, of this amount, \$3.2 million has been encumbered for specific projects.

The fund balance of the Capital Projects – Other Fund decreased by \$16.1 million, or 80.7 percent, during the fiscal year. This was due to completion of the majority of the projects associated with the Certificates of Participation Series 2016B and the other lease-purchase agreements. Fund balance totaled \$3.8 million and, of this amount, \$2.5 million has been encumbered for specific projects.

Proprietary Funds

The District's proprietary funds provide the same type of information reported in the government-wide financial statements, but in more detail. Unrestricted net position of the Business Type Activities Enterprise Fund increased by \$89,000 during the 2016-17 fiscal year to \$489,000 at June 30, 2017. This increase occurred primarily because the charges for services were greater than expenses.

GENERAL FUND BUDGETARY HIGHLIGHTS

The District's budget is prepared in accordance with Florida Statutes and is based on the modified accrual basis of accounting, which is the same basis as used to account for actual transactions. The most significant budgeted fund is the General Fund. Final budgeted revenues and expenditures were in line with original budgeted amounts.

The District collected \$1.8 million more in revenue as compared to the final budget. This was largely due to taxes collected for operational purposes exceeding the budgeted amounts and refunds of prior year expenditures.

The District amended its final budget for expenditures to reflect increases in salaries and other employee related costs as well as non-labor costs. Expenditures were originally budgeted at \$154.6 million, and actual expenditures were lower than the final budget by \$10 million due to the District's conservative spending.

CAPITAL ASSETS AND LONG-TERM DEBT

Capital Assets

The District's investment in capital assets for its governmental activities as of June 30, 2017, is \$342.6 million (net of accumulated depreciation). This investment in capital assets includes land; improvements other than buildings; construction in progress; improvements other than buildings; buildings and fixed equipment; furniture, fixtures, and equipment; motor vehicles; and audio visual materials and computer software.

Major capital asset events included the following:

- Construction in progress for the School District of Indian River County include Technical Center for Career & Adult Education relocation, Beachland Elementary classroom and cafeteria addition, Dodgertown roofing, Glendale concrete classrooms relocation, Gifford Middle PE drainage improvement, Osceola Magnet single point of entry and paving, Oslo heating, ventilation and air conditioning (HVAC) renovations, Pelican Island concrete classrooms relocation and café settlement repairs, Rosewood Magnet roofing, Sebastian River High HVAC band room renovation, Storm Grove Middle walkway covers, Vero Beach High School Freshman Learning Center bathroom renovations, Vero Beach High School Citrus Bowl Phase II renovations, and Wabasso Americans with Disabilities Act compliance renovations.
- Projects completed and included in buildings and improvements include School District Administration Complex, Beachland drainage improvements, Citrus classroom and café addition, Gifford Middle Chiller, Oslo Middle Chiller, and Vero Beach High School Chiller Plant.

The total increase in the District’s investment in capital assets (net of accumulated depreciation) was approximately 1.9 percent. Detailed information regarding capital asset activity is included in Notes I.F.4. and IV.D. to the financial statements.

Long-Term Debt

At June 30, 2017, the District has total long-term debt outstanding of \$133.8 million, composed of \$4.8 million of bonds payable, \$114.6 million of certificates of participation, \$11.8 million of other lease-purchase agreements payable, and \$2.6 million of judgement payable. During the current fiscal year, retirement of debt was \$9.2 million.

Additional information on the District’s long-term debt can be found in Notes IV.J.1. through IV.J.6. to the financial statements.

OTHER MATTERS OF SIGNIFICANCE

Local property taxes are the District’s primary source of revenue. The required local effort for the 2017-18 fiscal year is 4.305 mills (a decrease of 0.0257 mills). The discretionary millage is 0.748 mills. Voted additional operation is 0.5 mills. Capital outlay millage is 1.5 mills. General Fund revenues and other financing sources are projected to be \$149.2 million, and expenditures and other uses are expected to be \$166.5 million.

REQUESTS FOR INFORMATION

This annual financial report is designed to provide a general financial overview of the School Board of Indian River County, Florida for all those interested in the District’s finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the School Board of Indian River County, Florida, Attention: Assistant Superintendent for Finance & Employee Services, 6500 57th Street, Vero Beach, Florida 32967.

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BASIC FINANCIAL STATEMENTS

Indian River County District School Board Statement of Net Position June 30, 2017

	Primary Government			Component Units
	Governmental Activities	Business-Type Activities	Total	
ASSETS				
Cash and Cash Equivalents	\$ 36,513,195.76	\$ 910,276.29	\$ 37,423,472.05	\$ 5,839,948.00
Cash with Fiscal Agent	1,340,685.83	-	1,340,685.83	-
Investments	19,736,517.12	-	19,736,517.12	-
Accounts Receivable	238,591.58	-	238,591.58	79,277.00
Interest Receivable	9,952.72	-	9,952.72	-
Due from Other Agencies	2,156,403.09	-	2,156,403.09	420,658.00
Due from Insurer	383,832.46	-	383,832.46	-
Prepaid Items	21,939.13	-	21,939.13	23,563.00
Inventories	373,499.81	-	373,499.81	-
Investments - Restricted	8,495,559.43	-	8,495,559.43	-
Long-Term Investments	-	-	-	98,912.00
Capital Assets:				
Nondepreciable Capital Assets	34,309,635.05	-	34,309,635.05	41,887.00
Depreciable Capital Assets, Net	308,325,588.11	-	308,325,588.11	14,363,080.00
TOTAL ASSETS	411,905,400.09	910,276.29	412,815,676.38	20,867,325.00
DEFERRED OUTFLOWS OF RESOURCES				
Other Postemployment Benefits	418,242.00	1,760.00	420,002.00	-
Pensions	33,368,720.18	187,837.83	33,556,558.01	-
Net Carrying Amount of Debt Refunding	2,156,680.69	-	2,156,680.69	-
TOTAL DEFERRED OUTFLOWS OF RESOURCES	35,943,642.87	189,597.83	36,133,240.70	-
LIABILITIES				
Accrued Salaries and Benefits	912,469.22	18,667.15	931,136.37	501,316.00
Payroll Deductions and Withholdings	604,171.55	2,679.14	606,850.69	-
Accounts Payable	993,843.06	14,638.32	1,008,481.38	229,785.00
Sales Tax Payable	740.22	-	740.22	-
Construction Contracts Payable	1,848,949.05	-	1,848,949.05	-
Construction Contracts Payable - Retained Percentage	594,905.53	-	594,905.53	-
Due to Other Agencies	801,246.73	2,017.11	803,263.84	-
Matured Debt Payable	6,250,000.00	-	6,250,000.00	-
Matured Interest Payable	2,020,995.00	-	2,020,995.00	-
Accrued Interest Payable	142,709.39	-	142,709.39	-
Unearned Revenues	47,179.56	-	47,179.56	205,378.00
Estimated Liability for Self-Insurance Program	3,382,196.74	-	3,382,196.74	-
Long-Term Liabilities:				
Portion Due Within One Year	12,733,812.74	23,798.96	12,757,611.70	2,406,890.00
Portion Due After One Year	229,275,569.85	529,079.30	229,804,649.15	3,398,127.00
TOTAL LIABILITIES	259,608,788.64	590,879.98	260,199,668.62	6,741,496.00
DEFERRED INFLOWS OF RESOURCES				
Other Postemployment Benefits	1,380,561.00	1,760.00	1,382,321.00	-
Pensions	2,890,946.36	17,827.64	2,908,774.00	-
Deferred Revenue	372,148.68	-	372,148.68	-
TOTAL DEFERRED INFLOWS OF RESOURCES	4,643,656.04	19,587.64	4,663,243.68	-
NET POSITION				
Net Investment in Capital Assets	208,910,790.38	-	208,910,790.38	8,599,950.00
Restricted for:				
Categorical Carryover Programs	9,176,088.05	-	9,176,088.05	-
Debt Service	9,373,062.81	-	9,373,062.81	-
Capital Projects	8,546,062.74	-	8,546,062.74	2,000.00
Food Service	3,832,030.03	-	3,832,030.03	62,558.00
Other Purposes	-	-	-	100,000.00
Unrestricted (Deficit)	(56,241,435.73)	489,406.50	(55,752,029.23)	5,361,321.00
TOTAL NET POSITION	\$ 183,596,598.28	\$ 489,406.50	\$ 184,086,004.78	\$ 14,125,829.00

The accompanying notes to financial statements are an integral part of this statement.

**Indian River County District School Board
Statement of Activities
For the Fiscal Year Ended June 30, 2017**

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary Government				
Governmental Activities:				
Instruction	\$ 104,888,102.55	\$ 227,069.71	\$ -	\$ -
Student Support Services	5,380,328.51	-	-	-
Instructional Media Services	2,067,761.67	-	-	-
Instruction and Curriculum Development Services	6,201,754.70	-	-	-
Instructional Staff Training Services	2,469,479.41	-	-	-
Instruction-Related Technology	5,691,004.17	-	-	-
Board	1,276,051.99	-	-	-
General Administration	1,406,451.49	-	-	-
School Administration	9,709,772.77	-	-	-
Facilities Acquisition and Construction	6,724,960.74	-	-	2,182,645.84
Fiscal Services	1,307,913.28	-	-	-
Food Services	8,660,976.71	1,492,175.36	6,657,847.25	-
Central Services	2,380,131.31	-	-	-
Student Transportation Services	6,408,363.60	71,616.30	-	-
Operation of Plant	12,706,044.78	-	-	-
Maintenance of Plant	3,859,861.05	-	-	-
Administrative Technology Services	3,921,685.95	-	-	-
Community Services	396,021.09	207,471.38	-	-
Unallocated Interest on Long-Term Debt	4,934,796.67	-	-	1,970,057.16
Total Governmental Activities	190,391,462.44	1,998,332.75	6,657,847.25	4,152,703.00
Business-Type Activities:				
Extended Day Program	787,898.57	873,198.95	-	-
Total Primary Government	\$ 191,179,361.01	\$ 2,871,531.70	\$ 6,657,847.25	\$ 4,152,703.00
Component Units				
Charter Schools	\$ 17,472,441.00	\$ 353,752.00	\$ 792,262.00	\$ 468,913.00

General Revenues:

Taxes:

Property Taxes, Levied for Operational Purposes

Property Taxes, Levied for Capital Projects

Local Sales Taxes

Grants and Contributions Not Restricted to Specific Programs

Unrestricted Investment Earnings

Miscellaneous

Special Item

Total General Revenues and Special Item

Change in Net Position

Net Position - Beginning

Adjustment to Net Position

Net Position - Beginning, as Restated

Net Position - Ending

The accompanying notes to financial statements are an integral part of this statement.

Net (Expense) Revenue and Changes in Net Position			
Primary Government			
Governmental Activities	Business-Type Activities	Total	Component Units
\$ (104,661,032.84)	\$ -	\$ (104,661,032.84)	\$ -
(5,380,328.51)	-	(5,380,328.51)	-
(2,067,761.67)	-	(2,067,761.67)	-
(6,201,754.70)	-	(6,201,754.70)	-
(2,469,479.41)	-	(2,469,479.41)	-
(5,691,004.17)	-	(5,691,004.17)	-
(1,276,051.99)	-	(1,276,051.99)	-
(1,406,451.49)	-	(1,406,451.49)	-
(9,709,772.77)	-	(9,709,772.77)	-
(4,542,314.90)	-	(4,542,314.90)	-
(1,307,913.28)	-	(1,307,913.28)	-
(510,954.10)	-	(510,954.10)	-
(2,380,131.31)	-	(2,380,131.31)	-
(6,336,747.30)	-	(6,336,747.30)	-
(12,706,044.78)	-	(12,706,044.78)	-
(3,859,861.05)	-	(3,859,861.05)	-
(3,921,685.95)	-	(3,921,685.95)	-
(188,549.71)	-	(188,549.71)	-
(2,964,739.51)	-	(2,964,739.51)	-
(177,582,579.44)	-	(177,582,579.44)	-
-	85,300.38	85,300.38	-
(177,582,579.44)	85,300.38	(177,497,279.06)	-
-	-	-	(15,857,514.00)
93,853,038.57	-	93,853,038.57	-
23,821,636.89	-	23,821,636.89	-
-	-	-	-
55,626,480.00	-	55,626,480.00	16,875,357.00
557,879.40	3,108.12	560,987.52	13,835.00
2,919,222.41	473.07	2,919,695.48	539,847.00
(2,573,022.26)	-	(2,573,022.26)	-
174,205,235.01	3,581.19	174,208,816.20	17,429,039.00
(3,377,344.43)	88,881.57	(3,288,462.86)	1,571,525.00
181,720,994.71	400,524.93	182,121,519.64	12,335,806.00
5,252,948.00	-	5,252,948.00	218,498.00
186,973,942.71	400,524.93	187,374,467.64	12,554,304.00
\$ 183,596,598.28	\$ 489,406.50	\$ 184,086,004.78	\$ 14,125,829.00

**Indian River County District School Board
Balance Sheet – Governmental Funds
June 30, 2017**

	General Fund	Debt Service - Other Fund	Debt Service - ARRA Economic Stimulus Fund
ASSETS			
Cash and Cash Equivalents	\$ 18,419,976.24	\$ 73,765.92	\$ 45,156.34
Cash with Fiscal Agent	-	115.95	-
Investments	7,844,918.50	8,271,356.95	-
Accounts Receivable	237,608.95	-	-
Interest Receivable	9,952.72	-	-
Due from Other Agencies	925,958.27	-	-
Due from Other Funds	-	-	-
Due from Insurer	383,832.46	-	-
Prepaid Items	-	3,708.64	-
Inventories	273,965.92	-	-
Investments - Restricted	-	-	8,495,559.43
TOTAL ASSETS	\$ 28,096,213.06	\$ 8,348,947.46	\$ 8,540,715.77
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Accrued Salaries and Benefits	\$ 795,225.27	\$ -	\$ -
Payroll Deductions and Withholdings	523,785.03	-	-
Accounts Payable	466,615.61	4,310.00	-
Sales Tax Payable	740.22	-	-
Construction Contracts Payable	4,082.95	-	-
Construction Contracts Payable - Retained Percentage	-	-	-
Due to Other Agencies	674,267.48	-	-
Due to Other Funds	-	-	-
Matured Debt Payable	-	6,250,000.00	-
Matured Interest Payable	-	2,020,995.00	-
Accrued Interest Payable	-	-	-
Unearned Revenues	6,557.21	-	-
Total Liabilities	2,471,273.77	8,275,305.00	-
Deferred Inflows of Resources:			
Deferred Revenues	372,148.68	-	-
Fund Balances:			
Nonspendable:			
Prepaid Items	-	3,708.64	-
Inventories	273,965.92	-	-
Total Nonspendable Fund Balance	273,965.92	3,708.64	-
Restricted for:			
State Required Carryover Programs	7,300,826.28	-	-
Adult Education/Workforce Development	1,691,623.43	-	-
Other Donations	183,638.34	-	-
Debt Service	-	69,933.82	8,540,715.77
Capital Projects	-	-	-
Food Service	-	-	-
Total Restricted Fund Balance	9,176,088.05	69,933.82	8,540,715.77
Assigned for:			
Subsequent Year's Budget: Appropriation of Fund Balances	15,230,626.48	-	-
Purchases on Order	572,110.16	-	-
Total Assigned Fund Balance	15,802,736.64	-	-
Total Fund Balances	25,252,790.61	73,642.46	8,540,715.77
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 28,096,213.06	\$ 8,348,947.46	\$ 8,540,715.77

The accompanying notes to financial statements are an integral part of this statement.

Capital Projects - Local Capital Improvement Fund	Capital Projects - Other Fund	Other Governmental Funds	Total Governmental Funds
\$ 8,880,886.10	\$ 1,531,986.87	\$ 3,799,710.14	\$ 32,751,481.61
-	520,273.02	820,296.86	1,340,685.83
-	3,526,354.09	93,887.58	19,736,517.12
-	-	982.63	238,591.58
-	-	-	9,952.72
2,024.46	221,658.94	911,324.50	2,060,966.17
310,204.97	-	-	310,204.97
-	-	-	383,832.46
-	-	-	3,708.64
-	-	99,533.89	373,499.81
-	-	-	8,495,559.43
\$ 9,193,115.53	\$ 5,800,272.92	\$ 5,725,735.60	\$ 65,705,000.34
\$ -	\$ -	\$ 116,394.57	\$ 911,619.84
-	-	80,386.52	604,171.55
114,245.95	48,311.30	115,168.50	748,651.36
-	-	-	740.22
457,666.41	1,387,199.69	-	1,848,949.05
60,678.99	527,410.84	6,815.70	594,905.53
-	-	126,979.25	801,246.73
-	-	310,204.97	310,204.97
-	-	-	6,250,000.00
-	-	-	2,020,995.00
-	-	12,770.47	12,770.47
-	-	28,757.04	35,314.25
632,591.35	1,962,921.83	797,477.02	14,139,568.97
-	-	-	372,148.68
-	-	-	3,708.64
-	-	99,533.89	373,499.81
-	-	99,533.89	377,208.45
-	-	-	7,300,826.28
-	-	-	1,691,623.43
-	-	-	183,638.34
-	-	901,413.97	9,512,063.56
8,560,524.18	3,837,351.09	194,814.58	12,592,689.85
-	-	3,732,496.14	3,732,496.14
8,560,524.18	3,837,351.09	4,828,724.69	35,013,337.60
-	-	-	15,230,626.48
-	-	-	572,110.16
-	-	-	15,802,736.64
8,560,524.18	3,837,351.09	4,928,258.58	51,193,282.69
\$ 9,193,115.53	\$ 5,800,272.92	\$ 5,725,735.60	\$ 65,705,000.34

**Indian River County District School Board
Reconciliation of the Governmental Funds Balance Sheet
to the Statement of Net Position
June 30, 2017**

Total Fund Balances - Governmental Funds \$ 51,193,282.69

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets, net of accumulated depreciation, used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds.	342,635,223.16
Internal service funds are used by management to charge the costs of certain activities, such as insurance, to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.	235,278.43
Interest on long-term debt is accrued as a liability in the government-wide statements, but is not recognized in the governmental funds until due.	(129,938.92)
Deferred outflows of resources represents a consumption of net position that applies to a future period. This is the net difference between the carrying value of the refunded debt and its reacquisition price.	2,156,680.69

Long-term liabilities are not due and payable in the fiscal year and, therefore, are not reported as liabilities in the governmental funds. Long-term liabilities at year end consist of:

Certificates of Participation Payable	\$ (114,644,311.37)	
Bonds Payable	(4,775,346.69)	
Other Lease-Purchase Agreements Payable	(11,814,228.33)	
Judgement Payable	(2,573,022.26)	
Compensated Absences Payable	(10,140,159.45)	
Other Postemployment Benefits Payable	(13,884,165.00)	
Net Pension Liability	(84,178,149.49)	(242,009,382.59)

The deferred outflows of resources and deferred inflows of resources related to other postemployment benefits are applicable to future periods and, therefore, are not reported in the governmental funds.

Deferred Outflows Related to OPEB	\$ 418,242.00	
Deferred Inflows Related to OPEB	(1,380,561.00)	(962,319.00)

The deferred outflows of resources and deferred inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the governmental funds.

Deferred Outflows Related to Pensions	\$ 33,368,720.18	
Deferred Inflows Related to Pensions	(2,890,946.36)	30,477,773.82

Net Position - Governmental Activities **\$ 183,596,598.28**

The accompanying notes to financial statements are an integral part of this statement.

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**Indian River County District School Board
Statement of Revenues, Expenditures, and Changes in
Fund Balances – Governmental Funds
For the Fiscal Year Ended June 30, 2017**

	General Fund	Debt Service - Other Fund	Debt Service - ARRA Economic Stimulus Fund
Revenues			
Intergovernmental:			
Federal Direct	\$ 129,780.58	\$ -	\$ 1,418,041.48
Federal Through State and Local	647,490.21	-	-
State	45,162,634.20	-	-
Local:			
Property Taxes	93,853,038.57	-	-
Impact Fees	-	-	-
Charges for Services - Food Service	-	-	-
Miscellaneous	4,159,043.70	72,530.80	137,316.78
Total Local Revenues	<u>98,012,082.27</u>	<u>72,530.80</u>	<u>137,316.78</u>
Total Revenues	<u>143,951,987.26</u>	<u>72,530.80</u>	<u>1,555,358.26</u>
Expenditures			
Current - Education:			
Instruction	91,045,603.74	-	-
Student Support Services	3,890,873.14	-	-
Instructional Media Services	1,876,319.31	-	-
Instruction and Curriculum Development Services	3,574,911.37	-	-
Instructional Staff Training Services	1,429,608.37	-	-
Instruction-Related Technology	5,233,569.16	-	-
Board	1,149,759.35	-	-
General Administration	740,087.61	-	-
School Administration	8,703,252.66	-	-
Facilities Acquisition and Construction	604,467.90	-	-
Fiscal Services	1,171,833.84	-	-
Food Services	24,984.19	-	-
Central Services	2,124,551.15	-	-
Student Transportation Services	4,903,709.29	-	-
Operation of Plant	11,644,381.63	-	-
Maintenance of Plant	3,426,183.23	-	-
Administrative Technology Services	3,521,320.89	-	-
Community Services	735.41	-	-
Fixed Capital Outlay:			
Facilities Acquisition and Construction	460,731.14	-	-
Other Capital Outlay	237,357.36	-	-
Debt Service:			
Principal	-	7,291,295.67	-
Interest and Fiscal Charges	52,832.22	4,266,078.97	1,555,151.61
Total Expenditures	<u>145,817,072.96</u>	<u>11,557,374.64</u>	<u>1,555,151.61</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(1,865,085.70)</u>	<u>(11,484,843.84)</u>	<u>206.65</u>
Other Financing Sources (Uses)			
Transfers In	4,173,675.00	11,153,998.36	1,304,480.51
Issuance of Refunding Bonds	-	-	-
Premium on Refunding Bonds	-	-	-
Sale of Capital Assets	141,709.54	-	-
Loss Recoveries	124,826.45	-	-
Transfers Out	(3,376,295.67)	-	-
Total Other Financing Sources (Uses)	<u>1,063,915.32</u>	<u>11,153,998.36</u>	<u>1,304,480.51</u>
Net Change in Fund Balances	(801,170.38)	(330,845.48)	1,304,687.16
Fund Balances, Beginning	26,053,960.99	404,487.94	7,236,028.61
Fund Balances, Ending	<u>\$ 25,252,790.61</u>	<u>\$ 73,642.46</u>	<u>\$ 8,540,715.77</u>

The accompanying notes to financial statements are an integral part of this statement.

Capital Projects - Local Capital Improvement Fund	Capital Projects - Other Fund	Other Governmental Funds	Total Governmental Funds
\$ -	\$ 1,131.63	\$ -	\$ 1,548,953.69
-	-	15,564,146.24	16,211,636.45
-	691,444.96	1,236,526.69	47,090,605.85
23,821,636.89	-	-	117,674,675.46
-	1,585,214.00	-	1,585,214.00
-	-	1,492,175.36	1,492,175.36
92,327.01	141,106.55	28,656.78	4,630,981.62
<u>23,913,963.90</u>	<u>1,726,320.55</u>	<u>1,520,832.14</u>	<u>125,383,046.44</u>
<u>23,913,963.90</u>	<u>2,418,897.14</u>	<u>18,321,505.07</u>	<u>190,234,242.43</u>
-	-	4,228,297.40	95,273,901.14
-	-	967,712.71	4,858,585.85
-	-	-	1,876,319.31
-	-	1,994,881.44	5,569,792.81
-	-	822,450.89	2,252,059.26
-	-	-	5,233,569.16
-	-	-	1,149,759.35
-	-	535,138.51	1,275,226.12
-	-	-	8,703,252.66
3,520,204.80	1,500,478.64	566,453.34	6,191,604.68
-	-	-	1,171,833.84
-	-	7,926,919.52	7,951,903.71
-	-	-	2,124,551.15
-	-	85,987.33	4,989,696.62
-	-	-	11,644,381.63
-	-	-	3,426,183.23
-	-	-	3,521,320.89
-	-	360,451.97	361,187.38
2,694,177.70	16,090,140.93	23,608.00	19,268,657.77
1,173,347.74	239,065.00	352,864.03	2,002,634.13
-	-	356,000.00	7,647,295.67
-	-	206,619.21	6,080,682.01
<u>7,387,730.24</u>	<u>17,829,684.57</u>	<u>18,427,384.35</u>	<u>202,574,398.37</u>
<u>16,526,233.66</u>	<u>(15,410,787.43)</u>	<u>(105,879.28)</u>	<u>(12,340,155.94)</u>
-	-	-	16,632,153.87
-	-	704,000.00	704,000.00
-	-	107,346.69	107,346.69
-	-	-	141,709.54
-	-	-	124,826.45
(14,915,183.20)	(652,675.00)	(21,000.00)	(18,965,153.87)
<u>(14,915,183.20)</u>	<u>(652,675.00)</u>	<u>790,346.69</u>	<u>(1,255,117.32)</u>
1,611,050.46	(16,063,462.43)	684,467.41	(13,595,273.26)
6,949,473.72	19,900,813.52	4,243,791.17	64,788,555.95
<u>\$ 8,560,524.18</u>	<u>\$ 3,837,351.09</u>	<u>\$ 4,928,258.58</u>	<u>\$ 51,193,282.69</u>

**Indian River County District School Board
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures,
and Changes in Fund Balances to the Statement of Activities
For the Fiscal Year Ended June 30, 2017**

Net Change in Fund Balances - Governmental Funds \$ (13,595,273.26)

Amounts reported for governmental activities in the statement of activities are different because:

Capital outlays are reported in the governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount of capital outlays and donations in excess of depreciation expense and sale of capital assets in the current fiscal year.

Capital Outlay - Facilities and Construction - Governmental Funds	\$ 19,268,657.77	
Capital Outlay - Other Capital Outlay - Governmental Funds	2,002,634.13	
Donated Items	5,621.88	
Undepreciated Cost of Assets Sold	(77,339.63)	
Less: Depreciation Expense	(14,727,842.45)	6,471,731.70

Repayment of long-term debt is an expenditure in the governmental funds, but repayment reduces long-term liabilities in the statement of net position. This is the amount of the repayment of debt principal in the current fiscal year.

Bonds Payable	\$ 356,000.00	
Certificates of Participation	6,250,000.00	
Other Lease-Purchase Agreements	1,041,295.67	7,647,295.67

Debt Proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. These are the amounts attributable to debt issuances in the current fiscal year.

Bonds Payable	\$ (704,000.00)	
Bonds Payable - Premium	(107,346.69)	(811,346.69)

Premiums and deferred loss on debt refundings are reported in the governmental funds in the year the debt is issued, but are deferred and amortized over the life of the debt in the government-wide statements. This is the net amount attributable to the amortization of premiums and deferred loss on refundings in the current fiscal year.

Premium Amortization	\$ 1,503,615.19	
Deferred Loss on Refunding:		
Deferred Outflow at June 30, 2017	2,156,680.69	
Deferred Outflow at June 30, 2016	(2,395,510.00)	1,264,785.88

Interest on long-term debt is recognized as an expenditure in the governmental funds when due, but is recognized as it accrues in the statement of activities. This is the difference between prior year and current year accrual. (118,900.54)

Governmental funds report District OPEB contributions as expenditures. However, in the statement of activities, the cost of OPEB benefits earned net of employee contributions, as determined through an actuarial valuation, is reported as an OPEB expense.

Decrease in OPEB liability	\$ 483,305.00	
Increase in Deferred Outflows of Resources - OPEB	418,242.00	
Increase in Deferred Inflows of Resources - OPEB	(1,380,561.00)	(479,014.00)

In the statement of activities, the cost of compensated absences is measured by the amounts earned during the year, while in the governmental funds, expenditures are recognized based on the amounts actually paid for compensated absences. This is the net amount of compensated absences earned (\$2,461,374.85) in excess of the amount paid (\$2,012,534) in the current fiscal year. (448,840.85)

Governmental funds report District pension contributions as expenditures. However, in the statement of activities, the cost of pension benefits earned net of employee contributions is reported as a pension expense.

FRS Pension Contribution	\$ 5,065,828.00	
HIS Pension Contribution	1,496,958.00	
FRS Pension Expense	(7,590,115.00)	
HIS Pension Expense	(2,909,806.93)	(3,937,135.93)

Notes receivable are accrued as revenue in the government-wide statements because they are earned, but are considered unavailable revenue in the governmental funds because the repayments do not provide current financial resources and are not available to liquidate liabilities in the government funds. This is the amount recognized in the current year in governmental funds, whereas the entire amount was recognized in the prior fiscal year in the government-wide statements. (848,052.36)

Internal service funds are used by management to charge the cost of certain activities, such as insurance, to individual funds. The net revenue of internal service funds is reported with governmental activities. 4,050,428.21

Judgements payable are recorded in the statement of activities under the full accrual basis of accounting, but are not recorded in the governmental funds until due and payable with current financial resources. This is the net increase in judgements payable. (2,573,022.26)

Change in Net Position - Governmental Activities \$ (3,377,344.43)

The accompanying notes to financial statements are an integral part of this statement.

**Indian River County District School Board
Statement of Net Position – Proprietary Funds
June 30, 2017**

	Business-Type Activities - Nonmajor Enterprise Fund Extended Day Program	Governmental Activities - Internal Service Fund
ASSETS		
Current Assets:		
Cash and Cash Equivalents	\$ 910,276.29	\$ 3,761,714.15
Due from Other Agencies	-	95,436.92
Prepaid Items	-	18,230.49
TOTAL ASSETS	910,276.29	3,875,381.56
DEFERRED OUTFLOWS OF RESOURCES		
Other Postemployment Benefits	1,760.00	-
Pension	187,837.83	-
TOTAL DEFERRED OUTFLOWS OF RESOURCES	189,597.83	-
LIABILITIES		
Current Liabilities:		
Accrued Salaries and Benefits	18,667.15	849.38
Payroll Deductions and Withholdings	2,679.14	-
Accounts Payable	14,638.32	245,191.70
Due to Other Agencies	2,017.11	-
Unearned Revenues	-	11,865.31
Estimated Liability for Self-Insurance Program	-	3,382,196.74
Total Current Liabilities	38,001.72	3,640,103.13
Noncurrent Liabilities:		
Portion Due Within One Year:		
Compensated Absences Payable	17,974.33	-
Net Pension Liability	5,825.00	-
Portion Due In More Than One Year:		
Compensated Absences Payable	6,088.42	-
Other Postemployment Benefits Payable	25,433.00	-
Net Pension Liability	497,557.51	-
Total Noncurrent Liabilities	552,878.26	-
TOTAL LIABILITIES	590,879.98	3,640,103.13
DEFERRED INFLOWS OF RESOURCES		
Other Postemployment Benefits	1,760.00	-
Pension	17,827.64	-
TOTAL DEFERRED INFLOWS OF RESOURCES	19,587.64	-
NET POSITION		
Unrestricted	489,406.50	235,278.43
TOTAL NET POSITION	\$ 489,406.50	\$ 235,278.43

The accompanying notes to financial statements are an integral part of this statement.

**Indian River County District School Board
Statement of Revenues, Expenses, and Changes in Fund
Net Position – Proprietary Funds
For the Fiscal Year Ended June 30, 2017**

	Business-Type Activities - Nonmajor Enterprise Fund Extended Day Program	Governmental Activities - Internal Service Fund
OPERATING REVENUES		
Charges for Services	\$ 873,198.95	\$ -
Premiums	-	20,927,682.72
Other	-	1,057,692.51
Total Operating Revenues	873,198.95	21,985,375.23
OPERATING EXPENSES		
Salaries	574,140.79	93,960.60
Employee Benefits	102,980.32	24,273.32
Insurance Premiums	-	3,451,609.44
Purchased Services	45,544.05	1,237,034.37
Energy Services	-	3,626.82
Materials and Supplies	64,658.42	-
Capital Outlay	270.99	-
Insurance Claims	-	15,463,574.44
Other	304.00	-
Total Operating Expenses	787,898.57	20,274,078.99
Operating Income	85,300.38	1,711,296.24
NONOPERATING REVENUES		
Interest Income and Miscellaneous	3,581.19	6,131.97
Income Before Transfers		
Transfers In	-	2,333,000.00
Change in Net Position	88,881.57	4,050,428.21
Total Net Position - Beginning	400,524.93	(3,815,149.78)
Total Net Position - Ending	\$ 489,406.50	\$ 235,278.43

The accompanying notes to financial statements are an integral part of this statement.

**Indian River County District School Board
Statement of Cash Flows – Proprietary Funds
For the Fiscal Year Ended June 30, 2017**

	Business-Type Activities - Nonmajor Enterprise Fund Extended Day Program	Governmental Activities - Internal Service Fund
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash Received from Services	\$ 873,198.95	\$ -
Cash Received from Premiums	-	20,398,090.02
Cash Received from Other Operating Revenues	-	1,155,277.90
Cash Payments for Insurance Premiums	-	(3,451,609.44)
Cash Payments to Employees for Services	(684,124.00)	(121,254.94)
Cash Payments for Insurance Claims	-	(15,206,020.63)
Cash Payments for Premiums and Other Fees	(103,630.29)	(995,469.49)
Net Cash Provided by Operating Activities	85,444.66	1,779,013.42
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Transfer from Other Funds	-	2,333,000.00
Repayment of Loan from Other Funds	-	(697,783.00)
Net Cash Provided by Noncapital Financing Activities	-	1,635,217.00
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest Income and and Miscellaneous	3,581.19	6,131.97
Net Cash Provided by Investing Activities	3,581.19	6,131.97
Net Increase in Cash and Cash Equivalents	89,025.85	3,420,362.39
Cash and Cash Equivalents, Beginning	821,250.44	341,351.76
Cash and Cash Equivalents, Ending	\$ 910,276.29	\$ 3,761,714.15
Reconciliation of Operating Income to Net Cash Provided by Operating Activities:		
Operating Income	\$ 85,300.38	\$ 1,711,296.24
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:		
Accounts Receivable	-	4,078.34
Due from Other Agencies	-	23,715.66
Due from Insurer	-	93,692.65
Deferred Outflows of Resources - Pensions	(137,837.83)	-
Deferred Outflows of Resources - Other Postemployment Benefits	1,760.00	-
Accrued Salaries and Benefits	(1,444.67)	(3,021.02)
Payroll Deductions and Withholdings	(2,679.14)	-
Accounts Payable	8,181.88	245,191.70
Due to Other Agencies	(1,034.71)	(185.60)
Unearned Revenues	-	(553,308.36)
Compensated Absences Payable	(273.15)	-
Estimated Liability for Self-Insurance Program	-	257,553.81
Other Postemployment Benefits Payable	(2,889.00)	-
Net Pension Liability	170,293.26	-
Deferred Inflows of Resources - Pensions	(32,172.36)	-
Deferred Inflows of Resources - Other Postemployment Benefits	(1,760.00)	-
Total Adjustments	144.28	67,717.18
Net Cash Provided by Operating Activities	\$ 85,444.66	\$ 1,779,013.42

The accompanying notes to financial statements are an integral part of this statement.

**Indian River County District School Board
Statement of Fiduciary Net Position – Fiduciary Funds
June 30, 2017**

	Private-Purpose Trust Fund	Agency Funds
ASSETS		
Cash and Cash Equivalents	\$ 60,349.33	\$ 1,263,543.04
Accounts Receivable	-	842.90
Inventory	-	37,078.26
	\$ 60,349.33	\$ 1,301,464.20
LIABILITIES		
Accounts Payable	\$ -	\$ 13,620.25
Internal Accounts Payable	-	1,287,843.95
	-	\$ 1,301,464.20
NET POSITION		
Held in Trust for Other Purposes	60,349.33	
	\$ 60,349.33	

The accompanying notes to financial statements are an integral part of this statement.

**Indian River County District School Board
Statement of Changes in Fiduciary Net Position – Fiduciary Funds
For the Fiscal Year Ended June 30, 2017**

	Private-Purpose Trust Fund
ADDITIONS	
Investment Income:	
Net Decrease in Fair Value of Investments	\$ (1,625.63)
Interest, Dividends, and Other	1,094.38
Total Investment Loss	(531.25)
DEDUCTIONS	
Other	3,500.00
Change in Net Position	(4,031.25)
Net Position - Beginning	64,380.58
Net Position - Ending	\$ 60,349.33

The accompanying notes to financial statements are an integral part of this statement.

NOTES TO FINANCIAL STATEMENTS

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Description of Government-Wide Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. All fiduciary activities are reported only in the fund financial statements. Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from business-type activities, which rely to a significant extent on fees charged to external customers for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities presents a comparison between direct expenses and program revenues for each function or program of the Indian River County School District's (District) governmental activities and business-type activities. Direct expenses are those that are specifically associated with a service, program, or department and are thereby clearly identifiable to a particular function. Depreciation expense associated with the District's transportation fleet is allocated to the appropriate functions of student transportation services, maintenance of plant, and food service operations while remaining depreciation expense is allocated proportionately to all functions based upon functional expenses as a percentage of total expenses.

B. Reporting Entity

The Indian River County District School Board (Board) has direct responsibility for operation, control, and supervision of District schools and is considered a primary government for financial reporting. The District is considered part of the Florida system of public education, operates under the general direction of the Florida Department of Education (FDOE), and is governed by State law and State Board of Education (SBE) rules. The governing body of the District is the Board, which is composed of five elected members. The appointed Superintendent of Schools is the executive officer of the Board. Geographic boundaries of the District correspond with those of Indian River County.

Criteria for determining if other entities are potential component units that should be reported within the District's basic financial statements are identified and described in the Governmental Accounting Standards Board's (GASB) *Codification of Governmental Accounting and Financial Reporting Standards*, Sections 2100 and 2600. The application of these criteria provides for identification of any legally separate entities for which the Board is financially accountable and other organizations for which the nature and significance of their relationship with the Board are such that exclusion would cause the District's basic financial statements to be misleading. Based on the application of these criteria, the following component units are included within the District's reporting entity:

Blended Component Unit. Blended component units are, in substance, part of the District's operations, even though they are legally separate entities. Thus, blended component units are appropriately presented as funds of the District. The Indian River County School Board Leasing

Corporation (Leasing Corporation) was formed to facilitate financing for the acquisition of facilities and equipment as further discussed in a subsequent note to the financials. Due to the substantive economic relationship between the District and the Leasing Corporation, the financial activities of the Leasing Corporation are included in the accompanying basic financial statements. Separate financial statements for the Leasing Corporation are not published.

Discretely Presented Component Units. The component units' columns in the government-wide financial statements include the financial data of the District's other component units. A separate column is used to emphasize that they are legally separate from the District. Per Florida Statute, charter schools operate under charters approved by their sponsor. Charter schools listed below are sponsored by the Indian River County District School Board and are considered to be component units of the District since they are fiscally dependent on the District to levy taxes for them and there is a potential for the charter schools to provide specific financial benefits to, or impose specific financial burdens on the District.

Except for Imagine Schools at South Vero, the charter schools listed below are separate not-for-profit corporations organized pursuant to Chapter 617, Florida Statutes, The Florida Not For Profit Corporation Act, and Section 1002.33 Florida Statutes. Imagine Schools at South Indian River County, LLC, doing business as Imagine Schools at South Vero, is organized as a limited liability company pursuant to Chapter 605, Florida Statutes, the Florida Limited Liability Company Act, and Section 1002.23, Florida Statutes.

- Indian River Charter High School, Inc. was established to provide educational services to secondary school students in grades 9 through 12 who want or need a nontraditional structure and learning environment to successfully complete their high school academic and vocational preparation and earn their high school diploma.
- North County Charter School, Inc. was established to provide educational services to students in grades K through 5, to learn at high levels, through an academically rigorous and innovative curriculum that incorporates the development of good character.
- Sebastian Charter Junior High, Inc. was established to educate students in grades 6 through 8 in a challenging and wholesome environment which provides an educational environment where students have learning opportunities that set high expectations for academic growth, individual achievement, and character development.
- St. Peter's Academy, Inc. was established to provide educational services to students in grades K through 6, to demonstrate that students can learn at high levels, through academically rigorous and innovative curriculum that incorporates the development of good character.
- Imagine Schools at South Vero, LLC was established to provide students in grades K through 8, with a quality learning opportunity by maintaining a caring learning environment, working with parents and local communities to develop the intellect and character of the students who choose to attend the school; utilizing innovative teaching techniques delivered by a highly qualified faculty; and offering a challenging curriculum that prepares children for lives of leadership in a rapidly changing world.

The financial data reported on the accompanying statements was derived from the charter schools' audited financial statements for the fiscal year ended June 30, 2017. Audits of the charter schools

for the fiscal year ended June 30, 2017, were conducted by independent accounting firms and are on file at the District Administrative Office at 6500 57th Street, Vero Beach, Florida 32967.

C. Basis of Presentation: Government-Wide Financial Statements

Government-wide financial statements include the nonfiduciary financial activity of the primary government and its component units. The District does not have any major component units. The governmental activities column incorporates data from governmental funds and internal service funds, while business-type activities incorporate data from the government's enterprise fund. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. The effects of interfund activity have been eliminated from the government-wide financial statements except for interfund services provided and used.

During the course of operations, the District has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities (i.e., the governmental and internal service funds) are eliminated so that only the net amount is included as internal balances in the governmental activities column. Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements, these amounts are reported at gross amounts as transfers in and out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column.

D. Basis of Presentation: Fund Financial Statements

The fund financial statements provide information about the District's funds, including the fiduciary funds and blended component unit. Separate statements for each fund category – governmental, proprietary, and fiduciary – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

The District reports the following major governmental funds:

- General Fund – to account for all financial resources not required to be accounted for in another fund, and for certain revenues from the State that are legally restricted to be expended for specific current operating purposes.
- Debt Service – Other Fund – to account for financial resources generated for debt principal and interest for the Series 2007, 2014A, 2016A, and 2016B Certificates of Participation and other lease purchase agreements.
- Debt Service – ARRA Economic Stimulus Fund – to account for the financial resources generated for the principal sinking fund and interest for the Series 2010A Qualified School Construction Bonds-Certificate of Participation.
- Capital Projects – Local Capital Improvement Fund – to account for the financial resources generated by the local capital improvement tax levy to be used for educational capital outlay

needs, including new construction, renovation and remodeling projects; motor vehicle purchases; equipment purchases; and costs of environmental compliance.

- Capital Projects – Other Fund – to account for various financial resources generated by the Series 2016B Certificates of Participation, other lease purchase agreements, and impact fees to be used for capital projects.

The District reports the following proprietary funds:

- Internal Service Fund – to account for the District’s individual health self-insurance program.
- Enterprise Fund – Extended Day Program – to account for the financial resources of the District’s Extended Day Program. This program provides before and after school care to students and is administered by the District.

The District reports the following fiduciary funds:

- Private-Purpose Trust Fund – to account for resources of the Estate of Waldo Schraubstader Scholarship Fund.
- Agency Funds – to account for and administer resources of the school internal funds, which are custodial in nature and used for student activities such as athletics, classes, and clubs.

E. Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized in the year for which they are levied. Revenues from grants, entitlements, and donations are recognized as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues, except for certain grant revenues, are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 90 days of the end of the current fiscal year. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for Federal, State, and other grant resources, revenue is recognized at the time the expenditure is made. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenues source (within 90 days of year end). Revenues susceptible to accrual include ad valorem taxes, impact fees, and interest on investments. Under the modified accrual basis of accounting, expenditures are generally recognized when the related fund liability is incurred, except for principal and interest on long-term debt, claims and judgments, pensions and other postemployment benefits, and compensated absences, which are recognized when due. General capital asset acquisitions are

reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources. Allocations of cost, such as depreciation, are not recognized in governmental funds.

The proprietary and private-purpose trust funds are reported using the economic resources measurement focus and the accrual basis of accounting. The agency funds have no measurement focus but utilize the accrual basis of accounting for reporting assets and liabilities.

The charter schools are accounted for as governmental organizations and follow the same accounting model as the District's governmental activities.

F. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

1. Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, amounts invested in the State Board of Administration (SBA) Florida PRIME, Florida Education Investment Trust Fund (FEITF), and short-term liquid investments with original maturities of 3 months or less from the date of acquisition.

Cash deposits are held by banks qualified as public depositories under Florida law. All deposits are insured by Federal depository insurance, up to specified limits, or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

2. Investments

Investments consist of amounts placed in the SBA debt service accounts for investment of debt service moneys, amounts placed with the SBA for participation in the Florida PRIME investment pool created by Section 218.405, Florida Statutes, and those made locally. The investment pool operates under investment guidelines established by Section 215.47, Florida Statutes.

The District's investments in Florida PRIME, which the SBA indicates is a Securities and Exchange Commission Rule 2a7-like external investment pool, are similar to money market funds in which shares are owned in the fund rather than the underlying investments. The District also invests in the FEITF Portfolio. This investment pool only invests in high quality money market instruments. Both of these investments are reported at fair value, which is amortized cost.

PFM Asset Management, LLC serves as investment advisors to the District to invest available funds. Investments made locally consist of United States Treasury Notes, Federal instrumentalities notes and bonds, commercial paper, corporate bonds, and mutual funds and are reported at fair value.

Types and amounts of investments held at fiscal year end are described in a subsequent note.

3. Inventories and Prepaid Items

Inventories consist of expendable supplies held for consumption in the course of District operations. Inventories are valued using a weighted average cost method, except that United

States Department of Agriculture donated foods are stated at their fair value as determined at the time of donation to the District's food service program by the Florida Department of Agriculture and Consumer Services, Bureau of Food Distribution. The costs of inventories are recorded as expenditures when used rather than purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

4. Capital Assets

Expenditures for capital assets acquired or constructed for general District purposes are reported in the governmental fund that financed the acquisition or construction. The capital assets so acquired are reported at cost in the government-wide statement of net position but are not reported in the governmental fund financial statements. Capital assets are defined by the District as those costing more than \$1,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated assets are recorded at acquisition value at the date of donation. Interest costs associated with the construction of capital assets are not material and are not capitalized.

Capital assets are depreciated or amortized using the straight-line method over the following estimated useful lives:

<u>Description</u>	<u>Estimated Useful Lives</u>
Improvements Other Than Buildings	7 - 35 years
Buildings and Fixed Equipment	8 - 50 years
Furniture, Fixtures, and Equipment	5 - 15 years
Motor Vehicles	10 years
Audio Visual Materials and Computer Software	5 - 7 years

Current year information relative to changes in capital assets is described in a subsequent note.

5. Pensions

In the government-wide statement of net position, liabilities are recognized for the District's proportionate share of each pension plan's net pension liability. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Florida Retirement System (FRS) defined benefit plan and the Health Insurance Subsidy (HIS) defined benefit plan and additions to/deductions from the FRS and the HIS fiduciary net position have been determined on the same basis as they are reported by the FRS and the HIS plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

The District's retirement plans and related amounts are described in a subsequent note.

6. Long-Term Liabilities

Long-term obligations that will be financed from resources to be received in the future by governmental funds are reported as liabilities in the government-wide statement of net position. Premiums and discounts on debt issuance are deferred and amortized using a straight-line method over the life of the related debt. Bonds and other long-term debt payables such as certificates of participation are reported net of the applicable premium or discount.

In the governmental fund financial statements, bonds and other long-term obligations are not recognized as liabilities until due.

Changes in long-term liabilities for the current year are reported in a subsequent note.

7. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to future periods and so will not be recognized as an outflow of resources (expense) until then. The District has three items that qualify for reporting in this category. The first is the net carrying amount of debt refunding reported in the government-wide statement of net position which results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The second is the deferred amount on pensions reported in the government-wide statement of net position. The third is the deferred amount on Other Postemployment Benefits (OPEB) reported in the government-wide statement of net position.

The deferred outflows of resources related to pensions and OPEB are discussed in a subsequent note.

In addition to liabilities, the statement of net position and the governmental funds balance sheet report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The District has three types of items that qualify for reporting in this category on the statement of net position. The first is the deferred amount on pension which results from the difference in the expected and actual amounts of experience, earnings, and contributions. This amount is deferred and amortized over the service life of all employees that are provided with pensions through the pension plan except earnings, which are amortized over 5 years. The second item is unavailable revenue. This item arises only under a modified accrual basis of accounting and is reported only in the governmental funds balance sheet. The third is the deferred amounts on OPEB which results from the difference in expected and actual amounts of experience and earnings. This amount is deferred and amortized over the service life of all employees that are provided with healthcare through the District's health insurance program.

8. Net Position Flow Assumption

The District occasionally funds outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. To calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. Consequently, it is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

9. Fund Balance Flow Assumptions

The District may fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balances). To calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

10. Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the District's highest level of decision-making authority. The Board is the highest level of decision-making authority for the District that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken (the adoption of another resolution) to remove or revise the limitation. The District does not have a policy regarding the commitment of fund balances and, therefore, does not report any committed fund balance.

Amounts in the assigned fund balance classification are intended to be used by the District for specific purposes but do not meet the criteria to be classified as committed. The Board has by resolution authorized the Assistant Superintendent for Finance & Employee Services to assign fund balance. The Board may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

When unrestricted (assigned and unassigned) resources in the governmental funds are available for use, it is the District's policy to use unassigned resources as they are needed unless revenues previously assigned are available for use. The Board has adopted Policy 6233 (C), which provides that at least 5 percent of the current year's annual estimated General Fund revenues be reserved for contingency purposes. In the event these reserves are needed, a majority vote of the Board is required before using these funds, and the Superintendent is required to provide a financial plan to the Board to restore the funds to the minimum 5 percent amount along with a timeline for restoration.

G. Revenues and Expenditures/Expenses

1. Program Revenues

Amounts reported as program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than program revenues. Revenues that are not classified as program revenues are presented as general revenues. The comparison of direct expenses with program revenues identifies the extent to which each governmental function or business segment is self-financing or draws from the general revenues of the District.

2. State Revenue Sources

Significant revenues from State sources for current operations include the Florida Education Finance Program administered by the FDOE under the provisions of Section 1011.62, Florida Statutes. In accordance with this law, the District determines and reports the number of full-time equivalent (FTE) students and related data to the FDOE. The FDOE performs certain edit checks on the reported number of FTE and related data and calculates the allocation of funds to the District. The District is permitted to amend its original reporting for a period of 5 months following the date of the original reporting. Such amendments may impact funding allocations for subsequent fiscal years. The FDOE may also adjust subsequent fiscal period allocations based upon an audit of the District's compliance in determining and reporting FTE and related data. Normally, such adjustments are treated as reductions or additions of revenue in the fiscal year when the adjustments are made.

The State provides financial assistance to administer certain educational programs. SBE rules require that revenue earmarked for certain programs be expended only for the program for which the money is provided, and require that the money not expended as of the close of the fiscal year be carried forward into the following fiscal year to be expended for the same educational programs. The FDOE generally requires that these educational program revenues be accounted for in the General Fund. A portion of the fund balance of the General Fund is restricted in the governmental fund financial statements for the balance of categorical and earmarked educational program resources.

A schedule of revenue from State sources for the current year is presented in a subsequent note.

3. District Property Taxes

The Board is authorized by State law to levy property taxes for district school operations, capital improvements, and debt service.

Property taxes consist of ad valorem taxes on real and personal property within the District. Property values are determined by the Indian River County Property Appraiser, and property taxes are collected by the Indian River County Tax Collector.

The Board adopted the 2016 tax levy on September 8, 2016. Tax bills are mailed in October and taxes are payable between November 1 of the year assessed and March 31 of the following year at discounts of up to 4 percent for early payment.

Taxes become a lien on the property on January 1, and are delinquent on April 1, of the year following the year of assessment. State law provides for enforcement of collection of personal property taxes by seizure of the property to satisfy unpaid taxes, and for enforcement of collection of real property taxes by the sale of interest-bearing tax certificates to satisfy unpaid taxes. The procedures result in the collection of essentially all taxes prior to June 30 of the year following the year of assessment.

Property tax revenues are recognized in the government-wide financial statements when the Board adopts the tax levy. Property tax revenues are recognized in the governmental fund financial statements when taxes are received by the District, except that revenue is accrued for taxes collected by the Indian River County Tax Collector at fiscal year end but not yet remitted to the District.

Millages and taxes levied for the current year are presented in a subsequent note.

4. Additional Operating Millage

In August 2012, the voters of Indian River County approved a 0.6 mills school operating millage levy for 4 years effective January 2013 to fund instructional material and technology needs of the District. The collections began in the 2013-14 fiscal year and expired June 30, 2017.

On August 30, 2016, the voters of Indian River County, approved the renewal of an additional operating millage, at a rate of 0.5 mills. The additional operating millage is effective July 1, 2017, and expires on June 30, 2021. It is expected to generate \$9 million per annum.

5. Educational Impact Fees

The District receives educational impact fees based on an ordinance adopted by the Indian River County Commission on May 17, 2005. The educational impact fees are collected by the County for most new residential construction. The fees are to be used solely for the purpose of providing capital improvements to the public educational system necessitated by new residential development and are not to be used for any expenditure that would be classified as a maintenance or repair expense. The authorized uses include, but are not limited to, site acquisition, facility design and construction costs; site development, necessary off-site improvements, and furniture and equipment.

6. Federal Revenue Sources

The District receives Federal awards for the enhancement of various educational programs. Federal awards are generally received based on applications submitted to, and approved by, various granting agencies. For Federal awards in which a claim to these grant proceeds is based on incurring eligible expenditures, revenue is recognized to the extent that eligible expenditures have been incurred.

7. Compensated Absences

In the government-wide financial statements, compensated absences (i.e., paid absences for employee vacation leave and sick leave) are accrued as liabilities to the extent that the benefits are attributed to services already rendered and it is probable that the employer will compensate the employees for the benefits through paid time off or other means. Vacation benefits are accrued as earned and sick leave benefits are accrued using the vesting method. The liability is based on the sick leave accumulated at year end by those employees who are currently eligible to receive payments and for those employees for who it is probable they will become eligible. The liability includes applicable related payments for Social Security, Medicare, and retirement contributions. A liability for these amounts is reported in the governmental fund financial statements only if it has matured, such as for occurrences of employee resignations and retirements.

8. Proprietary Funds Operating and Nonoperating Revenues and Expenses

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the proprietary funds' principal ongoing operations. The principal operating revenues of the District's internal service fund are charges for employee health insurance premiums. Operating expenses include insurance claims and excess coverage premiums. The principal operating revenues of the enterprise fund are fees for child care services. Operating expenses include salaries and benefits. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

II. ACCOUNTING CHANGE

Governmental Accounting Standards Board Statement No. 75. The District early implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, which replaces GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as amended. This statement addresses accounting and financial reporting for OPEB provided to employees of state and local government employers; establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expenses; requires governments to report a liability, deferred outflows of resources, deferred inflows of resources, and expenses on the face of the financial statement for the OPEB that they provide; and requires more extensive note disclosures and supplementary information about their OPEB liability. The beginning net position of the District was increased by \$5,252,948 due to the implementation of GASB Statement No. 75. The District's

total OPEB liability reported at June 30, 2016, decreased by \$5,252,948 to \$14,395,792 as of July 1, 2016, due to the transition in the valuation methods under GASB Statement No. 45 to GASB Statement No. 75, and beginning balances for deferred outflows/inflows of resources were not restated.

III. PRIOR PERIOD ADJUSTMENT

The financial statements of the charter schools include an adjustment to the net position of fiscal year ended June 30, 2016, which reflects a change in estimate for amounts due from the District for local voted 0.6 mill tax levy. In September 2017, the District and the charter schools reached a settlement. Accordingly, the net position as of June 30, 2016, is restated to record the prior period adjustment of \$218,498.

IV. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS

A. Cash Deposits with Financial Institutions

Custodial Credit Risk-Deposits. In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may not be returned to the District. The District does not have a policy for custodial credit risk. All bank balances of the District are fully insured or collateralized as required by Chapter 280, Florida Statutes. All earnings from cash deposits with financial institutions are allocated monthly to each fund based upon ending balance in that fund.

B. Investments

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

The District's investments at June 30, 2017, are reported as follows:

	Amount	Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments by fair value level				
SBA Debt Service Accounts (1)	\$ 914,184	\$ 914,184	\$ -	\$ -
United States Treasury Notes	9,483,921	9,483,921	-	-
Federal Agencies	2,807,815	2,807,815	-	-
Commercial Paper	3,397,258	3,397,258	-	-
Corporate Notes	650,390	650,390	-	-
Total investments by fair value level	17,253,568	\$ 17,253,568	\$ 0.00	\$ 0.00
Investments measured at the net asset value (NAV)				
External Investment Pool:				
Florida PRIME (2)	14,961,021			
FEITF (2)	3,002,486			
Money Market Funds				
U.S. Bank National Association (2)	4,597,167			
TD Asset Management U.S. Government Institutional Services (3)	520,389			
First American Treasury (4)	11,798,805			
Total investments measured at NAV	34,879,868			
Total investments measured at fair value	\$52,133,436			

- Notes: (1) Represents \$820,297 considered cash with fiscal agent for SBE/COBI bond refunding and \$93,887 is considered an investment in SBE/COBI bonds.
(2) This investment is considered cash and cash equivalents for financial statement reporting purposes.
(3) This investment is considered cash with fiscal agent for financial statement purposes.
(4) Held under a trust agreement for Certificates of Participation financing arrangements.

Section 218.415, Florida Statutes, limits the types of investments in which a District can invest unless specifically authorized in District policy. All investments during the first year and at year end were authorized by the District's Investment Policy.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. In order to provide sufficient liquidity to pay obligations as they become due, the District's investment policy limits the length of investments as follows: (1) investments of current operating funds shall have maturities of no longer than 24 months and (2) investments of bond reserves, construction funds and other nonoperating funds shall have a term appropriate to the need for the funds and in accordance with debt covenants, but in no event shall exceed 5 1/2 years.

Florida PRIME uses a weighted average days to maturity (WAM). A portfolio's WAM reflects the average maturity in days based on final maturity or reset date, in the case of floating rate instruments. WAM measures the sensitivity of the portfolio to interest rate changes.

For Florida PRIME, with regard to redemption gates, Section 218.409(8)(a), Florida Statutes, states, "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the executive director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board [State Board of Administration] can invest moneys entrusted to it in exercising its fiduciary responsibility. Such

action must be immediately disclosed to all participants, the trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The trustees shall convene an emergency meeting as soon as practicable from the time the executive director has instituted such measures and review the necessity of those measures. If the trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the executive director until the trustees are able to meet to review the necessity for the moratorium. If the trustees agree with such measures, the trustees shall vote to continue the measures for up to an additional 15 days. The trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the trustees exceed 15 days.” As of June 30, 2017, there were no redemption fees, maximum transaction amounts, or any other requirements that serve to limit a participant’s daily access to 100 percent of their account value.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The District’s investment policy limits investments to the SBA’s Florida PRIME, Local Government Investment Pools (FEITF), money market funds, repurchase agreements, banker’s acceptances, commercial paper, certificates of deposit and savings accounts, agency mortgage backed securities, municipal obligations, corporate debt obligations, United States Government obligations, United States Government agencies’ debt obligations, and Federal instrumentalities’ debt obligations.

The District’s investments in the SBA debt service accounts are to provide for debt service payments on bond debt issued by the SBE for the benefit of the District. The District relies on policies developed by the SBA for managing interest rate risk and credit risk for this account.

The District’s investment maturities and ratings at June 30, 2017, are as follows:

<u>Investment</u>	<u>Amount</u>	<u>Weighted Average Maturities</u>	<u>Credit Rating S & P Rating</u>	<u>Moody's Rating</u>
SBA:				
Florida PRIME	\$ 14,961,021	39 Days	AAAm	n/a
Debt Service Accounts	914,184	6 Months	n/a	n/a
United States Treasury Notes (1)	8,495,559	5 Months	n/a	Aaa
United States Treasury Notes	988,362	27 Days	A-1+	P-1
Federal Agencies	2,807,815	8.7 Months	AA+	Aaa
Commercial Paper	3,397,258	27 Days	A-1	P-1
Corporate Notes	650,390	8.8 Months	A/A-/AA-	A2/A3/Aa3
FEITF	3,002,486	37 Days	AAAm	n/a
Money Market Funds				
U.S. Bank National Association	4,597,167	n/a	A-1+	P-1
TD Asset Mgmt U.S. Govt Instl Svs	520,389	2 Months	AAAm	n/a
First American Treasury	11,798,805	26 Days	AAAm	Aaa-mf
Total Investments	<u>\$ 52,133,436</u>			

Note: (1) Represents sinking fund balance deposited in US Bank to repay the 2010-A QSCB principal balance in 2029.

Custodial Credit Risk

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, the District will not be able to recover the value of investment or collateral securities that are in the possession of an outside party. Section 218.415(18), Florida Statutes, requires the District to earmark all investments and 1) if registered with the issuer or its agents, the investment must be immediately placed for safekeeping in a location that protects the governing body's interest in the security; 2) if in book entry form, the investment must be held for the credit of the governing body by a depository chartered by the Federal Government, the State, or any other state or territory of the United States which has a branch or principal place of business in this State as defined in Section 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this State, and must be kept by the depository in an account separate and apart from the assets of the financial institution; or 3) if physically issued to the holder but not registered with the issuer or its agents, must be immediately placed for safekeeping in a secured vault. The District's investments in obligations of the United States Government agencies and instrumentalities and corporate debt securities are held by the safekeeping agent, in the name of the District. As of June 30, 2017, the District's investment portfolios were held with a third-party custodian as required by the District's investment policy.

C. Note Receivable

Pursuant to Section 1013.68(6), Florida Statutes, in March 2002, the District entered into an inter-local loan agreement to assign \$9,308,048 of its Classrooms First Program allocation from the State of Florida to the Osceola County District School Board. In return, the Osceola County District School Board agreed to repay the Indian River County School District the funds in 15 annual installments. The effective interest rate on the loan was 5.776 percent with annual loan principal and interest payments totaling \$897,039 through August 1, 2016. The final payment was received by the District in the 2016-17 fiscal year and the balance of the loan has been paid in full.

D. Changes in Capital Assets

Changes in capital assets are presented in the table below:

	Beginning Balance	Additions	Deletions	Ending Balance
GOVERNMENTAL ACTIVITIES				
Capital Assets Not Being Depreciated:				
Land	\$ 22,145,606	\$ -	\$ -	\$ 22,145,606
Improvements Other Than Buildings	182,686	-	-	182,686
Construction in Progress	10,058,245	9,949,940	8,026,842	11,981,343
Total Capital Assets Not Being Depreciated	32,386,537	9,949,940	8,026,842	34,309,635
Capital Assets Being Depreciated:				
Improvements Other Than Buildings	25,367,985	406,028	-	25,774,013
Buildings and Fixed Equipment	423,278,404	16,992,629	-	440,271,033
Furniture, Fixtures, and Equipment	20,972,366	848,295	1,326,499	20,494,162
Motor Vehicles	12,446,881	1,108,864	420,380	13,135,365
Audio Visual Materials and Computer Software	4,074,289	-	338,718	3,735,571
Total Capital Assets Being Depreciated	486,139,925	19,355,816	2,085,597	503,410,144
Less Accumulated Depreciation for:				
Improvements Other Than Buildings	16,249,444	1,237,955	-	17,487,399
Buildings and Fixed Equipment	139,453,772	11,104,028	-	150,557,800
Furniture, Fixtures, and Equipment	15,723,351	1,251,354	1,286,987	15,687,718
Motor Vehicles	7,203,705	1,014,128	418,623	7,799,210
Audio Visual Materials and Computer Software	3,734,699	120,378	302,648	3,552,429
Total Accumulated Depreciation	182,364,971	14,727,843	2,008,258	195,084,556
Total Capital Assets Being Depreciated, Net	303,774,954	4,627,973	77,339	308,325,588
Governmental Activities Capital Assets, Net	\$ 336,161,491	\$ 14,577,913	\$ 8,104,181	\$ 342,635,223

Depreciation and amortization expense was charged to functions as follows:

<u>Function</u>	<u>Amount</u>
Instruction	\$ 7,777,325
Student Support Services	400,298
Instructional Media Services	153,120
Instruction and Curriculum Development Services	454,531
Instructional Staff Training Services	183,783
Instruction-Related Technology	427,093
Board	93,828
General Administration	107,746
School Administration	712,960
Facilities Acquisition and Construction	512,065
Fiscal Services	95,629
Food Services	661,155
Central Services	188,585
Student Transportation Services	1,356,106
Operation of Plant	950,258
Maintenance of Plant	361,807
Administrative Technology Services	291,554
Total Depreciation and Amortization Expense - Governmental Activities	<u>\$ 14,727,843</u>

E. Retirement Plans

1. FRS – Defined Benefit Pension Plans

General Information about the FRS

The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree HIS Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any State-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the District are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements,

required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services Web site (www.dms.myflorida.com).

The District's FRS and HIS pension expense totaled \$10,500,205 for the fiscal year ended June 30, 2017.

FRS Pension Plan

Plan Description. The FRS Pension Plan (Plan) is a cost-sharing multiple-employer defined benefit pension plan, with a DROP for eligible employees. The general classes of membership are:

- *Regular* – Members of the FRS who do not qualify for membership in the other classes.
- *Elected County Officers* – Members who hold specified elective offices in local government.
- *Senior Management Service* – Members in senior management level positions.

Employees enrolled in the Plan prior to July 1, 2011, vest at 6 years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at 8 years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service. Employees enrolled in the Plan may include up to 4 years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Benefits Provided. Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the 5 highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the 8 highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members

are eligible for in-line-of-duty or regular disability and survivors' benefits. The following table shows the percentage value for each year of service credit earned:

<u>Class, Initial Enrollment, and Retirement Age/Years of Service</u>	<u>Percent Value</u>
Regular members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement at age 63 or with 31 years of service	1.63
Retirement at age 64 or with 32 years of service	1.65
Retirement at age 65 or with 33 or more years of service	1.68
Regular members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement at age 66 or with 34 years of service	1.63
Retirement at age 67 or with 35 years of service	1.65
Retirement at age 68 or with 36 or more years of service	1.68
Elected County Officers	3.00
Senior Management Service	2.00

As provided in Section 121.101, Florida Statutes, if the member was initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member was initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

Contributions. The Florida Legislature establishes contribution rates for participating employers and employees. Contribution rates during the 2016-17 fiscal year were as follows:

<u>Class</u>	<u>Percent of Gross Salary</u>	
	<u>Employee</u>	<u>Employer (1)</u>
FRS, Regular	3.00	7.52
FRS, Elected County Officers	3.00	42.47
FRS, Senior Management Service	3.00	21.77
DROP – Applicable to Members from All of the Above Classes	0.00	12.99
FRS, Reemployed Retiree	(2)	(2)

Notes: (1) Employer rates include 1.66 percent for the postemployment health insurance subsidy. Also, employer rates, other than for DROP participants, include 0.06 percent for administrative costs of the Investment Plan.

(2) Contribution rates are dependent upon retirement class in which reemployed.

The District's contributions to the Plan totaled \$5,065,828 for the fiscal year ended June 30, 2017, as reported by FRS Pension Plan Funding as of June 30, 2016.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At June 30, 2017, the District reported a liability of \$50,896,060 for its proportionate share of the Plan's net pension liability. The net pension liability

was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2016. The District's proportionate share of the net pension liability was based on the District's 2015-16 fiscal year contributions relative to the total 2015-16 fiscal year contributions of all participating members. At June 30, 2016, the District's proportionate share was 0.201567929 percent, which was a decrease of 0.012274635 from its proportionate share measured as of June 30, 2015.

For the fiscal year ended June 30, 2017, the District recognized the Plan pension expense of \$7,590,115. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<u>Description</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 3,896,994	\$ 473,877
Change of assumptions	3,079,059	-
Net difference between projected and actual earnings on FRS pension plan investments	13,156,011	-
Changes in proportion and differences between District FRS contributions and proportionate share of contributions	683,536	1,920,810
District FRS contributions subsequent to the measurement date	5,065,828	-
Total	\$ 25,881,428	\$ 2,394,687

The deferred outflows of resources related to pensions resulting from District contributions to the Plan subsequent to the measurement date, totaling \$5,065,828, will be recognized as a reduction of the net pension liability in the fiscal year ending June 30, 2018. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Fiscal Year Ending June 30</u>	<u>Amount</u>
2018	\$ 2,537,361
2019	2,537,361
2020	7,666,391
2021	5,048,028
2022	486,511
Thereafter	145,261
Total	\$ 18,420,913

Actuarial Assumptions. The total pension liability in the July 1, 2016, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60 percent
Salary increases	3.25 percent, average, including inflation
Investment rate of return	7.60 percent, net of pension plan investment expense, including inflation

Mortality rates were based on the Generational RP-2000 with Projection Scale BB.

The actuarial assumptions used in the July 1, 2016, valuation were based on the results of an actuarial experience study for the period July 1, 2008, through June 30, 2013.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1%	3.0%	3.0%	1.7%
Fixed Income	18%	4.7%	4.6%	4.6%
Global Equity	53%	8.1%	6.8%	17.2%
Real Estate (Property)	10%	6.4%	5.8%	12.0%
Private Equity	6%	11.5%	7.8%	30.0%
Strategic Investments	12%	6.1%	5.6%	11.1%
Total	100%			
Assumed inflation - Mean			2.6%	1.9%

Note: (1) As outlined in the Plan's investment policy.

Discount Rate. The discount rate used to measure the total pension liability was 7.6 percent. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The discount rate used in the 2016 valuation was updated from 7.65 percent to 7.6 percent.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.6 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.6 percent) or 1 percentage point higher (8.6 percent) than the current rate:

	1% Decrease (6.6%)	Current Discount Rate (7.6%)	1% Increase (8.6%)
District's proportionate share of the net pension liability	\$ 93,703,093	\$ 50,896,060	\$ 15,264,859

Pension Plan Fiduciary Net Position. Detailed information about the Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

HIS Pension Plan

Plan Description. The HIS Pension Plan (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided. For the fiscal year ended June 30, 2017, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Federal Medicare.

Contributions. The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2017, the contribution rate was 1.66 percent of payroll pursuant to Section 112.363, Florida Statutes. The District contributed 100 percent of its statutorily required contributions for the current and preceding 3 years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The District's contributions to the HIS Plan totaled \$1,496,958 for the fiscal year ended June 30, 2017, as reported by FRS for HIS funding June 30, 2016.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At June 30, 2017, the District reported a net pension liability of \$33,785,472 for its proportionate share of the HIS Plan's net pension liability. The current portion of the net pension liability is the District's proportionate share of benefit payments expected to be paid within 1 year, net of the District's proportionate share of the HIS Plan's fiduciary net position available to pay that amount. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2016. The District's proportionate share of the net pension liability was based on the District's 2015-16 fiscal year contributions relative to the total 2015-16 fiscal year contributions of all participating members. At June 30, 2016, the District's proportionate share was 0.289889947 percent, which was an increase of 0.002829168 from its proportionate share measured as of June 30, 2015.

For the fiscal year ended June 30, 2017, the District recognized the HIS Plan pension expense of \$2,910,090. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<u>Description</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ -	\$ 76,951
Change of assumptions	5,301,800	-
Net difference between projected and actual earnings on HIS pension plan investments	17,083	-
Changes in proportion and differences between District HIS contributions and proportionate share of HIS contributions	859,291	437,136
District contributions subsequent to the measurement date	1,496,958	-
Total	\$ 7,675,132	\$ 514,087

The deferred outflows of resources related to pensions resulting from District contributions to the HIS Plan subsequent to the measurement date, totaling \$1,496,958, will be recognized as a reduction of the net pension liability in the fiscal year ending June 30, 2018. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Fiscal Year Ending June 30</u>	<u>Amount</u>
2018	\$ 1,041,609
2019	1,041,609
2020	1,038,356
2021	1,036,794
2022	790,769
Thereafter	714,950
Total	\$ 5,664,087

Actuarial Assumptions. The total pension liability in the July 1, 2016, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60 percent
Salary increases	3.25 percent, average, including inflation
Municipal bond rate	2.85 percent

Mortality rates were based on the Generational RP-2000 with Projected Scale BB.

While an experience study had not been completed for the HIS Plan, the actuarial assumptions that determined the total pension liability for the HIS Plan were based on certain results of the most recent experience study for the FRS Plan.

Discount Rate. The discount rate used to measure the total pension liability was 2.85 percent. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index. The discount rate used in the 2016 valuation was updated from 3.8 percent to 2.85 percent.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 2.85 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (1.85 percent) or 1 percentage point higher (3.85 percent) than the current rate:

	1% Decrease (1.85%)	Current Discount Rate (2.85%)	1% Increase (3.85%)
District's proportionate share of the net pension liability	\$ 38,759,613	\$ 33,785,472	\$ 29,657,208

Pension Plan Fiduciary Net Position. Detailed information about the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

2. FRS – Defined Contribution Pension Plan

The SBA administers the defined contribution plan officially titled the FRS Investment Plan (Investment Plan). The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. District employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Retirement benefits are based upon the value of the member's account upon retirement. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular, Elected County Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06 percent of

payroll and by forfeited benefits of Investment Plan members. Allocations to the Investment Plan member accounts during the 2016-17 fiscal year were as follows:

<u>Class</u>	<u>Percent of Gross Compensation</u>
FRS, Regular	6.30
FRS, Elected County Officers	11.34
FRS, Senior Management Service	7.67

For all membership classes, employees are immediately vested in their own contributions and are vested after 1 year of service for employer contributions and investment earnings, regardless of membership class. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to 5 years. If the employee returns to FRS-covered employment within the 5-year period, the employee will regain control over their account. If the employee does not return within the 5-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended June 30, 2017, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the District.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided in which the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan or remain in the Investment Plan and rely upon that account balance for retirement income.

The District's Investment Plan pension expense totaled \$1,258,807 for the fiscal year ended June 30, 2017.

F. Other Postemployment Benefit Obligations

Plan Description. The Other Postemployment Benefits Plan (OPEB Plan) is a single-employer defined benefit plan administered by the District. Pursuant to the provisions of Section 112.0801, Florida Statutes, former employees and eligible dependents who retire from the District may continue to participate in the District's self-funded health and hospitalization plan for medical and prescription drug coverage along with the fully-insured life insurance coverage. Such provisions may be amended at any time by further action from the Florida Legislature. The District subsidizes the premium rates paid by retirees by allowing them to participate in the OPEB Plan at reduced or blended group (implicitly subsidized) premium rates for both active and retired employees. These rates provide an implicit subsidy for retirees because, retiree healthcare costs are generally greater than active employee healthcare costs. The District does not offer any explicit subsidies for retiree coverage. Medicare eligible retirees are required to enroll in the Federal Medicare program for their primary

coverage as soon as they are eligible. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Benefit Terms and Employees Covered. Plan contribution requirements and benefit terms of the District and OPEB Plan members are established and may be amended through recommendation of the Insurance Committee and action from the Board. The District has not advanced funded or established a funding methodology for the annual OPEB costs or the net OPEB obligation. As of the valuation date, January 1, 2017, there were 1,573 active participants and 324 inactive participants (retirees plus surviving spouses) receiving postemployment healthcare benefits and 2,079 active participants and 508 inactive participants that received postemployment life insurance benefits. The District provided contributions of \$554,486 toward annual OPEB costs, comprised of benefit payments made on behalf of the retirees for claims expense, retention costs, and net of retiree contributions totaling \$2,195,407. Required contributions are based on projected pay-as-you-go financing.

Total OPEB Liability. The District's total OPEB liability of \$13,909,598 was measured as of June 30, 2017, and was determined by an actuarial valuation as of January 1, 2017. As described in Note II., the beginning OPEB liability was decreased by \$5,252,948 due to the adoption of GASB Statement No. 75.

Actuarial Assumptions and Other Inputs.

The total OPEB liability in the January 1, 2017, actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Discount Rate	3.78%
20-Year Municipal Bond Rate	3.78%
Municipal Bond Rate Basis	S&P Municipal Bond 20 Year High Grade Index
Salary Increases	Male - 4.5 percent average Female - 4.6 percent average
General Inflation	2.50%
Mortality Rates - Healthy Female	Female: RP-2000 Generational, 100% Annuitant White Collar, Scale BB
Mortality Rates - Healthy Male	Male: RP Generational, 50% Annuitant White Collar/50% Annuitant Blue Collar, Scale BB
Mortality Rates - Disabled Female	Female: RP2000, 100% Disabled Female set forward 2 years, no projection scale
Mortality Rates - Disabled Male	Male: RP2000, 100% Disabled Male set back 4 years, no projection scale
Healthcare Cost Trend Rates	
Retirement Age: Pre-65	8.05% for 2017-18, decreasing an average of 0.44% per year to a rate of 4.5 in 2025-26 and after
Retirement Age: Post-65	9.27% for 2017-18, decreasing an average of 6% per year to a rate of 4.5% in 2025-26 and after
Current Retirees	All current retirees are assumed to continue coverage
Projected Retiree Healthcare Contributions	A weighted average with weights derived from the current distribution of members among plans offered:
Retiree Premium Contributions	\$731 Non-Medicare and \$570 Medicare
Spouse Premium Contributions	\$480 Non-Medicare and \$499 Medicare
Administrative Expenses	Per-capita administrative costs are based actual 2017 administrative fees

Actuarial Cost Method	Entry Age Normal cost method
Measurement Date	June 30, 2017
Measurement Period	June 30, 2016, to June 30, 2017
Valuation Date	January 1, 2017
Census Data	As of January 1, 2017

The District selected the economic, demographic, and health care claim cost assumptions used in the January 1, 2017 valuation. The current actuary provided guidance with respect to the economic assumptions. The prior actuary provided guidance with respect to the demographic assumptions, the health care participation rate assumption, and the spouse coverage election rate assumption. The demographic assumptions were based on those employed in the July 1, 2014, Pension Actuarial Valuation of the FRS, which were developed by the FRS from an Actuarial Experience Study. These include assumed rates of future termination, mortality, disability, and retirement. In addition, salary increase assumptions for development of the pattern of the normal cost increases were the same as those used by the FRS.

Changes to the Total OPEB Liability. Below are the details regarding the total OPEB liability for the measurement period from June 30, 2016, to June 30, 2017.

	<u>Total OPEB Liability</u>
Balance Recognized at 6/30/2016, as Restated	\$ 14,395,792
Changes for the Fiscal Year:	
Service Cost	656,474
Interest on the Total OPEB Liability	517,126
Difference Between Expected and Actual Experience	(1,587,718)
Changes in Assumptions and Other Inputs	482,410
Benefit Payments	<u>(554,486)</u>
Net Changes	<u>(486,194)</u>
Balance at 6/30/2017	<u>\$ 13,909,598</u>

Changes of assumptions and other inputs reflect a change in the discount rate from 3.5 percent as of June 30, 2016, to 3.78 as of June 30, 2017. In addition, the healthcare trend rates were revised as of June 30, 2017, based on Aon Hewitt's latest trend survey and based on national average information from a variety of sources, including S&P Healthcare Economic Index, NHCE data, plan renewal data, and vendor Rx reports, with adjustments based on the provisions of the benefits sponsored by the District.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate. The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.78 percent) or 1 percentage point higher (4.78 percent) than the current discount rate:

	<u>Decrease (2.78%)</u>	<u>Discount Rate (3.78%)</u>	<u>Increase (4.78%)</u>
Total OPEB Liability	\$ 17,305,352	\$ 13,909,598	\$ 11,337,556

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend. The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower and 1 percentage point higher than the current healthcare cost trend rates:

	<u>1% Decrease</u>	<u>Healthcare cost Trend Rate</u>	<u>1% Increase</u>
Total OPEB Liability	\$ 11,393,363	\$ 13,909,598	\$ 17,316,788

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB. For the year ended June 30, 2017, the District recognized OPEB expense of \$1,030,611. At June 30, 2017, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows</u>	<u>Deferred Inflows</u>
Difference between Expected and Actual Experience	\$ -	\$ 1,382,321
Changes of Assumptions or Other Inputs	420,002	-
Total	<u>\$ 420,002</u>	<u>\$ 1,382,321</u>

Amounts recognized in the deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in the OPEB expense as follows:

<u>Year Ending June 30</u>	<u>Annual Expense</u>
2018	\$ (142,989)
2019	(142,989)
2020	(142,989)
2021	(142,989)
2022	(142,989)
Thereafter	(247,374)
Total	<u>\$ (962,319)</u>

G. Construction and Other Significant Commitments

Construction Contracts. Encumbrances include the following major construction contract commitments at fiscal year end:

Project	Contract Amount	Completed to Date	Balance Committed
Technical Center for Career & Adult Ed Relocation Architect	\$ 9,200	\$ 6,716	\$ 2,484
Beachland Elementary Café/Classroom Addition Contractor	5,149,285	4,441,866	707,419
Architect	593,020	567,167	25,853
Dodgertown Roofing Contractor	268,538	102,983	165,555
Fellsmere Elementary HVAC 70 Bldg. Contractor	423,894	47,479	376,415
Architect	58,500	49,081	9,419
Gifford Middle - PE Field Drainage Imprv/Repave Bus Loop Contractor	428,733	215,875	212,858
Osceola Magnet Single Point of Entry Contractor	146,560	54,378	92,182
Rosewood Magnet Roof Contractor	185,647	135,553	50,094
Sebastian River High Band Room Contractor	573,465	121,529	451,936
Sebastian River High HVAC Contractor	4,744,780	4,270,302	474,478
Vero Beach High School Citrus Bowl Renovations Contractor	3,089,603	1,988,111	1,101,492
Architect	217,018	195,316	21,702
Total	\$ 15,888,243	\$ 12,196,356	\$ 3,691,887

Encumbrances. Appropriations in governmental funds are encumbered upon issuance of purchase orders for goods and services. Even though appropriations lapse at the end of the fiscal year, unfilled purchase orders of the current year are carried forward and the next fiscal year's appropriations are likewise encumbered.

The following is a schedule of encumbrances at June 30, 2017:

Major Funds				
General	Capital Projects - Local Capital Improvement	Capital Projects - Other	Nonmajor Governmental Funds	Total Governmental Funds
\$ 4,110,527	\$ 3,193,634	\$ 2,546,691	\$ 779,406	\$ 10,630,258

H. Risk Management Programs

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; third-party injuries and/or property damage; and natural disasters. The District is a member of the South Central Educational Risk Management Program (SCERMP), a consortium under which seven district school boards have established a public entity risk sharing pool for property, general liability, automobile liability, workers' compensation, governmental crime, and other coverage deemed necessary by the members of the SCERMP. Section 1001.42(12)(k), Florida Statutes, provides the authority for the District to enter

into such a risk management program. The inter-local agreement and bylaws of SCERMP provide that risk of loss is transferred to the consortium. SCERMP is self-sustaining through member contributions (premiums), and purchases insurance coverage through commercial companies for claims in excess of specified amounts. Member school boards are also subject to supplemental contributions in the event of a deficiency, except to the extent that the deficiency results from a specific claim against a member school board in excess of the coverage available, then such deficiency is solely the responsibility of that member school board.

The Board of Directors for SCERMP is composed of superintendents, finance directors, or an authorized representative of all participating districts. Ascension Inc. serves as the third-party administrator, insurance broker, and fiscal agent for SCERMP.

Property damage coverage is managed by SCERMP by purchase of excess property coverage through commercial insurance carriers for property loss claims in excess of \$100,000 (except wind, hail, flood). The named wind/hail/hurricane deductible is 3 percent of replacement cost value with a minimum of \$100,000 per occurrence and a maximum of \$25,000,000 per occurrence. The deductibles for all other wind events is \$100,000. Special hazard flood area deductibles are \$500,000 per building and \$500,000 contents plus \$100,000 time element per occurrence. The flood deductible outside a special flood hazard area is \$100,000. SCERMP's purchased excess property loss limit during the 2016-17 fiscal year was \$125 million.

Workers' compensation claims are limited based on a per claim self-insured retention. The self-insured retention for the 2016-17 fiscal year was \$1 million. SCERMP purchases excess liability coverage through a commercial insurance carrier which covers workers' compensation losses in excess of the self-insured retention. Employers liability is included subject to \$2 million per occurrence.

The District is protected by Section 768.28, Florida Statutes, under the Doctrine of Sovereign Immunity, as it is now written, as it may be amended by the Legislature at future dates, which effectively limits the amount of liability of governmental entities for tort claims to \$200,000 per claim and \$300,000 per occurrence.

The District self-insures its healthcare coverage for employees and retired former employees. Florida Blue acts as the third-party administrator for the health insurance program. The program includes excess coverage of claim amounts above \$175,000 per insured per year. Premiums received for, and claims (and other expenses) paid on behalf of, Indian River County School Board employees and their dependents are reported in the District's Internal Service Fund.

The following schedule represents the changes in claims liability for the past 2 fiscal years for the District's health self-insurance program:

Fiscal Year	Beginning-of-Fiscal-Year Liability	Current-Year Claims and Changes in Estimates	Claims Payments	Balance at Fiscal Year End
2015-16	\$ 2,562,206	\$ 17,314,703	\$ (16,752,266)	\$ 3,124,643
2016-17	3,124,643	15,463,574	(15,206,021)	3,382,196

Settled claims resulting from these risks have not exceeded commercial coverage in any of the past 3 fiscal years.

I. Changes in Short-Term Debt

The following is a schedule of changes in short-term debt:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deductions</u>	<u>Ending Balance</u>
GOVERNMENTAL ACTIVITIES				
Tax Anticipation Note	\$ 0	\$ 7,300,000	\$ 7,300,000	\$ 0

Proceeds from the tax anticipation note were used as working capital reserves in the General Fund as permitted under State and Federal tax laws.

J. Long-Term Liabilities

1. Judgement Payable

In February 2017, five District-sponsored charter schools sued the Board, and in June 2017, a court decision ruled that the charter schools should share in the additional local millage based on the FTE of each charter school rather than on the 5 percent allocated and disbursed by the District. The District negotiated a settlement in September 2017 to repay the five charter schools a total of \$2,573,022 plus interest at 5.17 percent over a 4-year period with monthly payments starting in February 2018 and ending in calendar year 2022. As a result, a liability for a judgement payable was recorded in the government-wide financial statements.

<u>Fiscal Year Ending June 30</u>	<u>Total</u>	<u>Principal</u>	<u>Interest</u>
2018	\$ 296,586	\$ 249,261	\$ 47,325
2019	711,806	605,891	105,915
2020	711,807	637,969	73,838
2021	711,807	671,745	40,062
2022	415,220	408,156	7,064
Total	<u>\$ 2,847,226</u>	<u>\$ 2,573,022</u>	<u>\$ 274,204</u>

2. Certificates of Participation

The District entered into a master financing arrangement on November 1, 2005, which was characterized as a lease-purchase agreement, with the Indian River County School Board Leasing Corporation (Leasing Corporation) whereby the District secured financing for construction of educational facilities and the purchase of land.

The financing was accomplished through the issuance of Certificates of Participation to be repaid from the proceeds of rents paid by the District.

As a condition of the financing arrangement, the District has given a ground lease on District property to the Leasing Corporation, with a rental fee of \$10 per year. The initial term of the Series 2014A, Refunding is 10 years commencing on November 20, 2014. The initial term of the Series 2016A, Refunding is 11 years commencing on April 28, 2016. The initial term of the

Series 2016B is 9 years commencing on April 28, 2016. The Series 2010A-QSCB has a term of 18 years commencing on December 17, 2010. The properties covered by the ground lease are, together with the improvements constructed thereon from the financing proceeds, leased back to the District. If the District fails to renew the lease agreements and to provide for the rent payments through to term, the District may be required to surrender the sites included under the Ground Lease Agreement for the benefit of the securers of the certificates for the remaining terms of the lease agreements.

Certificates of Participation at June 30, 2017, are as follows:

<u>Series</u>	<u>Issued Amount</u>	<u>Amount Outstanding</u>	<u>Interest Rates (Percent)</u>	<u>Annual Maturity to</u>
Series 2014A, Refunding	\$ 45,455,000	\$ 37,540,000	5	2025
Series 2016A, Refunding	28,055,000	28,055,000	5	2027
Series 2016B	10,855,000	9,850,000	5	2025
Series 2010A-QSCB	26,261,000	26,261,000	0.5102 net *(1)	2029
Total Certificates of Participation	\$110,626,000	\$101,706,000		

Note: (1) The Series 2010A-Lease Certificate is designated as a “qualified school construction bond” as defined in Section 54F of the Internal Revenue Code, and pursuant to Section 6431 of the Code, the Board has elected to receive Federal subsidy payments on each interest payment date for the Certificates in an amount equal to the lesser of the amount of interest payable with respect to the Certificates on such date or the amount of interest which would have been payable with respect to the Certificates if the interest were determined at the applicable tax credit rate for the Certificates pursuant to Section 54A(b)(3) of the Code. The interest rate is 5.91 percent with an allowable current Federal subsidy of 5.3998 percent.

The District properties included in the ground lease under this arrangement include:

2014A, Refunding Certificates of Participation

Vero Beach High School Renovations
 Alternative Education Center
 Sebastian River Middle School Music Addition
 152 acres of land for future educational facilities

2016A, Refunding Certificates of Participation

Storm Grove Middle School
 Support Services Complex

2016B Certificates of Participation

Beachland Elementary School Classroom and Cafeteria Replacement and Expansion
 Vero Beach High School Citrus Bowl Refurbishment

Series 2010A Qualified School Construction Bonds – Certificates of Participation

Vero Beach Elementary School Replacement
 Fellsmere Elementary School Expansion
 Treasure Coast Elementary School Expansion

The lease payments for the 2014A, 2016A, and 2016B Series Certificates are payable by the District semiannually, on July 1 and January 1. The 2010 Series QSCB is payable semiannually on June 1 and December 1. The following is a schedule by years of future minimum lease

payments under the lease agreement together with the present value of minimum lease payments as of June 30:

Certificates of Participation Outstanding			
<u>Fiscal Year Ending June 30</u>	<u>Total</u>	<u>Principal</u>	<u>Interest</u>
2018	\$ 11,609,275	\$ 6,285,000	\$ 5,324,275
2019	11,610,025	6,600,000	5,010,025
2020	11,615,025	6,935,000	4,680,025
2021	11,608,275	7,275,000	4,333,275
2022	11,609,525	7,640,000	3,969,525
2023-2027	54,518,876	40,710,000	13,808,876
2028-2029	28,589,038	26,261,000	2,328,038
Total Minimum Lease Payments	141,160,039	101,706,000	39,454,039
Plus: Unamortized Premium	12,938,311	12,938,311	-
Total Certificates of Participation	<u>\$ 154,098,350</u>	<u>\$ 114,644,311</u>	<u>\$ 39,454,039</u>

The District issued Certificates of Participation (COPS) dated December 1, 2010, under the Qualified School Construction Bond (QSCB) Program pursuant to Section 54F of the United States Internal Revenue Code of 1986 as amended (the Code). The QSCB Program provides for an issuer interest rate subsidy on certain bonds or COPS. The District received an approved allocation of funds from the Florida Department of Education sufficient for the designation of the Series 2010A certificates as a QSCB under the Code. Pursuant to Section 6431 of the Code, the District has elected to receive Federal subsidy payments (the Issuer Subsidy) from the United States Treasury on each interest payment date for the 2010A Certificates in an amount equal to the lesser of the amount of interest payable with respect to the Series 2010A Certificates if the interest were determined at the applicable tax credit rate pursuant to Section 54A(b)(3) of the Code. The tax credit rate applicable to the Series 2010A Certificates is 5.3998 percent. The Series 2010A Certificates were issued in the amount of \$26,261,000. Interest payments are to be made to the holders of the Certificates on June 1 and December 1 of each year at the stated coupon rate of 5.91 percent with the Issuer Subsidy received by the District on the same date. The principal amount of the Certificates is to be repaid in one lump sum on December 1, 2028. Beginning in 2012, the District was to deposit principal payments into a sinking fund annually on December 1. The accumulated amount in this fund is to be used to repay the principal amount of these certificates upon maturity. On June 11, 2015, the District entered into a forward delivery agreement (FDA) with Deutsche Bank related to the Series 2010A Certificates. A forward delivery agreement is a type of investment in which the investor purchases eligible securities on a periodic basis from the agreement provider at a fixed rate of return. The Board expects to purchase eligible securities, which consist of direct obligations of the U.S. Treasury or obligations guaranteed by the U.S. Treasury from Deutsche Bank on a semi-annual basis beginning June 11, 2015, through November 29, 2028. The Agreement will generate a guaranteed fixed rate of return of 1.985 percent. The interest earnings associated with the FDA will lower the amount of money that the District is required to deposit to the sinking fund each year on December 1. Assuming the FDA is not terminated prior to the maturity of the Series 2010A Certificates, the District anticipates total interest earnings of \$4,076,141.

3. Other Lease-Purchase Agreements

On October 15, 2015, the District entered into two Guaranteed Energy Savings Performance Contracts with Florida Power & Light Energy Services, Inc. (FP&L) and ConEdison Solutions, LLC with financing provided by TD Equipment Finance.

These arrangements are to fund the purchase, acquisition, and construction of energy saving capital improvements and equipment at four schools in the District. Energy savings in the General Fund will be used for the annual payments due on these leases. Pursuant to Section 1013.23(3)(g), Florida Statutes, the contracts do not constitute a debt, liability, or obligation of the District. However, the District has elected to disclose these amounts as Other Lease-Purchase Agreements and include them in long-term liabilities.

The District properties included in the agreements are:

FP&L

Vero Beach High School
Oslo Middle School

ConEdison Solutions

Sebastian River High School
Gifford Middle School

<u>Agreement</u>	<u>Issued Amount</u>	<u>Amount Outstanding</u>	<u>Interest Rates (Percent)</u>	<u>Annual Maturity to</u>
FP&L	\$ 7,904,534	\$ 7,271,170	2.50	2032
ConEdison Solutions	4,950,990	4,543,058	2.52	2030
Total Other Lease-Purchase Agreements	\$ 12,855,524	\$ 11,814,228		

The following is a schedule of future lease payments as of June 30, 2017:

<u>Fiscal Year Ending June 30</u>	<u>Total</u>	<u>Principal</u>	<u>Interest</u>
2018	\$ 865,259	\$ 568,995	\$ 296,264
2019	891,287	609,298	281,989
2020	918,095	651,392	266,703
2021	945,708	695,347	250,361
2022	974,148	741,232	232,916
2023-2027	5,319,914	4,459,099	860,815
2028-2032	4,352,275	4,088,865	263,410
Total Other Lease-Purchase Agreements	\$14,266,686	\$11,814,228	\$ 2,452,458

4. Bonds Payable

Bonds payable at June 30, 2017, are as follows:

Bond Type	Issued Amount	Amount Outstanding	Interest Rates (Percent)	Annual Maturity To
State School Bonds:				
Series 2008A	\$ 1,210,000	\$ 835,000	4.25 - 5	2028
Series 2010A	160,000	125,000	3.5 - 5	2030
Series 2014A, Refunding	3,603,000	3,004,000	3 - 5	2025
Series 2017A, Refunding	704,000	704,000	3 - 5	2028
Subtotal	5,677,000	4,668,000		
Unamortized Premiums, Net	107,347	107,347		
Total Bonds Payable	\$ 5,784,347	\$ 4,775,347		

The various bonds were issued to finance capital outlay projects of the District. These bonds are issued by the SBE on behalf of the District. The bonds mature serially, and are secured by a pledge of the District's portion of the State assessed motor vehicle license tax. The State's full faith and credit is also pledged as security for these bonds. Principal and interest payments, investment of debt service fund resources, and compliance with reserve requirements are administered by the SBE and the SBA.

Fiscal Year Ending June 30	Total	Principal	Interest
State School Bonds:			
2018	\$ 1,340,311	\$ 1,156,000	\$ 184,311
2019	552,850	389,000	163,850
2020	554,500	410,000	144,500
2021	553,000	429,000	124,000
2022	554,550	452,000	102,550
2023-2027	1,893,880	1,704,000	189,880
2028-2030	133,340	128,000	5,340
Total State School Bonds	\$ 5,582,431	\$ 4,668,000	\$ 914,431

5. Defeased Debt

On April 27, 2017, the State of Florida refunded callable portions of their State Board of Education Capital Outlay Bonds Series 2008A and issued Series 2017A bonds. The District's pro rata share of the proceeds of \$704,000 along with bond premium of \$107,347 and other proceeds of \$12,770 after issuance costs of \$3,820, totaled \$820,297 and were placed in a trust account to refund the Series 2008A bonds, that are scheduled to be called on January 1, 2018. The trust account is not considered to be risk-free in accordance with GASB Statement No. 7. As a result, the refunding of \$775,000 representing the District's portion of the Series 2008A bonds are considered to be an economic defeasance and not a legal defeasance and the liability for these bonds has not been removed from the government-wide financial statements and the assets held in the trust account were reported as cash with fiscal agent at June 30, 2017. When the Series 2008A bonds are called on January 1, 2018, they will be removed. The Series 2017A bonds were issued to reduce the District's total debt service over the next 11 years by \$71,000.

6. Changes in Long-Term Liabilities

The following is a summary of changes in long-term liabilities:

Description	Beginning Balance	Additions	Deductions	Ending Balance	Due In One Year
GOVERNMENTAL ACTIVITIES					
Certificates of Participation Payable	\$ 107,956,000	\$ -	\$ 6,250,000	\$ 101,706,000	\$ 6,285,000
Unamortized Premiums	14,441,927	-	1,503,616	12,938,311	1,478,240
Total Certificates of Participation Payable	122,397,927	-	7,753,616	114,644,311	7,763,240
Bonds Payable	4,320,000	704,000	356,000	4,668,000	1,156,000
Unamortized Premiums	-	107,347	-	107,347	9,759
Total Bonds Payable	4,320,000	811,347	356,000	4,775,347	1,165,759
Other Lease-Purchase Agreements Payable	12,855,524	-	1,041,296	11,814,228	568,995
Judgement Payable	-	2,573,022	-	2,573,022	249,261
Compensated Absences Payable	9,691,319	2,461,375	2,012,535	10,140,159	2,012,535
Other Postemployment Benefits Payable (Note 1)	14,367,470	68,258	551,563	13,884,165	-
Net Pension Liability	56,563,231	41,907,453	14,292,534	84,178,150	974,023
Total Governmental Activities	\$ 220,195,471	\$ 47,821,455	\$ 26,007,544	\$ 242,009,382	\$ 12,733,813
BUSINESS-TYPE ACTIVITIES					
Compensated Absences Payable	\$ 24,336	\$ 17,701	\$ 17,974	\$ 24,063	\$ 17,974
Other Postemployment Benefits Payable (Note 1)	28,322	35	2,924	25,433	-
Net Pension Liability	333,089	258,431	88,138	503,382	5,825
Total Business-Type Activities	\$ 385,747	\$ 276,167	\$ 109,036	\$ 552,878	\$ 23,799

Note: 1 - OPEB beginning balance adjusted for early adoption of GASB Statement No. 75 as described in Note II.

For the governmental activities, compensated absences, pensions, and other postemployment benefits are generally liquidated with resources of the General Fund. Compensated absences, other postemployment benefits, and pensions for business-type activities are generally liquidated with the enterprise fund.

K. Fund Balance Reporting

In addition to committed and assigned fund balance categories discussed in Note I.F.10., fund balances may be classified as follows:

- **Nonspendable Fund Balance.** Nonspendable fund balance is the net current financial resources that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. Generally, not in spendable form means that an item is not expected to be converted to cash.
- **Restricted Fund Balance.** Restricted fund balance is the portion of fund balance on which constraints have been placed by creditors, grantors, contributors, laws or regulations of other governments, constitutional provisions, or enabling legislation. Restricted fund balance places the most binding level of constraint on the use of fund balance.
- **Unassigned Fund Balance.** The unassigned fund balance is the portion of fund balance that is the residual classification for the General Fund. This balance represents amounts that have not been assigned to other funds and that have not been restricted, committed, or assigned for specific purposes.

L. Interfund Receivables, Payables, and Transfers

The following is a summary of interfund receivables and payables reported in the fund financial statements:

Funds	Interfund	
	Receivables	Payables
Major:		
Capital Projects:		
Local Capital Improvement	\$ 310,205	\$ -
Nonmajor:		
Special Revenue:		
Other Federal Programs	-	310,205
Total	\$ 310,205	\$ 310,205

The balance shown as a receivable in the Capital Projects – Local Capital Improvement Fund represents a temporary loan to the Special Revenue Fund – Other Federal Programs Fund. This loan is expected to be repaid within 1 year.

The following is a summary of interfund transfers reported in the fund financial statements:

Funds	Interfund	
	Transfers In	Transfers Out
Major:		
General	\$ 4,173,675	\$ 3,376,296
Debt Service:		
Other	11,153,998	-
ARRA Economic Stimulus	1,304,481	-
Capital Projects:		
Local Capital Improvement	-	14,915,183
Other		652,675
Nonmajor:		
Special Revenue:		
Food Service	-	21,000
	16,632,154	18,965,154
Internal Service Fund	2,333,000	-
Total	\$ 18,965,154	\$ 18,965,154

Interfund transfers represent permanent transfers between funds. The transfers out of the General Fund to the Debt Service – Other Fund were to provide for debt service payments on the two Guaranteed Energy Savings Performance Contracts and to the Internal Service Fund – Health Self-Insurance Fund were for the first-year installment of a 4-year plan to correct the negative net position of the Health Self-Insurance Fund. The transfers out of the Capital Projects – Local Capital Improvement Fund were to provide for debt service payments in the Debt Service – Other Fund and the Debt Service – ARRA Economic Stimulus Fund and to the General Fund for maintenance and repair of educational plant and salaries for facilities and planning and construction. The transfers

from Capital Projects – Other Fund were to the General Fund to provide for payments to charter schools for capital expenditures.

M. Revenues

1. Schedule of State Revenue Sources

The following is a schedule of the District’s State revenue sources for the 2016-17 fiscal year:

<u>Source</u>	<u>Amount</u>
Florida Education Finance Program	\$ 22,714,631
Categorical Educational Program - Class Size Reduction	19,359,781
Workforce Development Program	1,096,285
Motor Vehicle License Tax (Capital Outlay and Debt Service)	663,575
Charter School Capital Outlay	652,675
School Recognition	555,699
Voluntary Prekindergarten Program	540,294
Gross Receipts Tax (Public Education Capital Outlay)	463,410
Mobile Home License Tax	142,919
Food Service Supplement	98,316
Miscellaneous	803,021
Total	\$ 47,090,606

Accounting policies relating to certain State revenue sources are described in Note I.G.2.

2. Property Taxes

The following is a summary of millages and taxes levied on the 2016 tax roll for the 2016-17 fiscal year:

<u>General Fund</u>	<u>Millages</u>	<u>Taxes Levied</u>
Nonvoted School Tax:		
Required Local Effort	4.543	\$ 74,422,636
Prior Period Funding Adjustment Millage	0.019	311,255
Basic Discretionary Local Effort	0.748	12,253,606
Voted School Tax:		
Additional Operating	0.600	9,829,096
Total General Fund Taxes Levied		96,816,593
<u>Capital Projects - Local Capital Improvement Fund</u>		
Nonvoted Tax:		
Local Capital Improvements	1.500	24,572,739
Total	7.410	\$ 121,389,332

V. SUMMARY DISCLOSURE OF SIGNIFICANT CONTINGENCIES

Litigation

The District is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the District's legal counsel, the resolution of these matters will not have a material adverse effect on the financial condition of the District.

OTHER REQUIRED SUPPLEMENTARY INFORMATION

Budgetary Comparison Schedule General Fund For the Fiscal Year Ended June 30, 2017

	General Fund			Variance with Final Budget - Positive (Negative)
	Original Budget	Final Budget	Actual	
Revenues				
Intergovernmental:				
Federal Direct	\$ 150,000.00	\$ 150,000.00	\$ 129,780.58	\$ (20,219.42)
Federal Through State and Local	351,200.00	468,394.41	647,490.21	179,095.80
State	44,775,451.00	45,242,868.99	45,162,634.20	(80,234.79)
Local:				
Property Taxes	92,866,699.26	92,866,699.26	93,853,038.57	986,339.31
Miscellaneous	3,135,723.76	3,382,466.27	4,159,043.70	776,577.43
Total Local Revenues	<u>96,002,423.02</u>	<u>96,249,165.53</u>	<u>98,012,082.27</u>	<u>1,762,916.74</u>
Total Revenues	<u>141,279,074.02</u>	<u>142,110,428.93</u>	<u>143,951,987.26</u>	<u>1,841,558.33</u>
Expenditures				
Current - Education:				
Instruction	96,712,644.79	94,952,814.77	91,045,603.74	3,907,211.03
Student Support Services	3,787,727.95	3,956,216.62	3,890,873.14	65,343.48
Instructional Media Services	2,072,275.98	1,900,445.27	1,876,319.31	24,125.96
Instruction and Curriculum Development Services	3,469,688.03	3,587,466.57	3,574,911.37	12,555.20
Instructional Staff Training Services	1,378,569.38	1,572,388.48	1,429,608.37	142,780.11
Instruction-Related Technology	9,152,692.19	9,132,064.66	5,233,569.16	3,898,495.50
Board	1,192,408.66	1,423,861.76	1,149,759.35	274,102.41
General Administration	665,791.62	768,341.64	740,087.61	28,254.03
School Administration	8,746,036.34	8,815,986.65	8,703,252.66	112,733.99
Facilities Acquisition and Construction	1,059,006.24	704,671.02	604,467.90	100,203.12
Fiscal Services	1,139,107.61	1,193,633.96	1,171,833.84	21,800.12
Food Services	-	24,984.19	24,984.19	-
Central Services	2,300,867.38	2,380,076.47	2,124,551.15	255,525.32
Student Transportation Services	4,444,326.96	5,095,568.18	4,903,709.29	191,858.89
Operation of Plant	11,652,373.24	11,893,826.18	11,644,381.63	249,444.55
Maintenance of Plant	2,804,090.59	3,485,904.06	3,426,183.23	59,720.83
Administrative Technology Services	3,955,224.81	4,206,008.93	3,521,320.89	684,688.04
Community Services	-	735.41	735.41	-
Fixed Capital Outlay:				
Facilities Acquisition and Construction	-	460,731.14	460,731.14	-
Other Capital Outlay	-	237,357.36	237,357.36	-
Debt Service:				
Interest and Fiscal Charges	83,700.30	52,832.22	52,832.22	-
Total Expenditures	<u>154,616,532.07</u>	<u>155,845,915.54</u>	<u>145,817,072.96</u>	<u>10,028,842.58</u>
Deficiency of Revenues Over Expenditures	<u>(13,337,458.05)</u>	<u>(13,735,486.61)</u>	<u>(1,865,085.70)</u>	<u>11,870,400.91</u>
Other Financing Sources (Uses)				
Transfers In	4,162,140.00	4,152,675.00	4,173,675.00	21,000.00
Sale of Capital Assets	80,000.00	125,857.54	141,709.54	15,852.00
Loss Recoveries	22,507.80	455,817.49	124,826.45	(330,991.04)
Transfers Out	-	(3,376,295.67)	(3,376,295.67)	-
Total Other Financing Sources (Uses)	<u>4,264,647.80</u>	<u>1,358,054.36</u>	<u>1,063,915.32</u>	<u>(294,139.04)</u>
Net Change in Fund Balances	(9,072,810.25)	(12,377,432.25)	(801,170.38)	11,576,261.87
Fund Balances, Beginning	26,053,960.99	26,053,960.99	26,053,960.99	-
Fund Balances, Ending	<u>\$ 16,981,150.74</u>	<u>\$ 13,676,528.74</u>	<u>\$ 25,252,790.61</u>	<u>\$ 11,576,261.87</u>

**Schedule of Changes in the District's Total
Other Postemployment Benefits Liability and Related Ratios**

	<u>2017</u>	<u>2016</u>
Total OPEB Liability		
Service cost	\$ 656,474	N/A
Interest	517,126	N/A
Changes of benefit terms	-	N/A
Difference between expected and actual experience	(1,587,718)	N/A
Changes of assumptions or other inputs	482,410	N/A
Benefit Payments	<u>(554,486)</u>	<u>N/A</u>
Net change in total OPEB liability	(486,194)	N/A
Total OPEB Liability - beginning, as Restated	<u>14,395,792</u>	<u>N/A</u>
Total OPEB Liability - ending	<u>\$ 13,909,598</u>	<u>\$ 14,395,792</u>
Covered-Employee Payroll	\$ 86,980,239	\$ 88,076,265
Total OPEB Liability as a percentage of covered-employee payroll	15.99%	16.34%

**Schedule of the District's Proportionate Share
of the Net Pension Liability –
Florida Retirement System Pension Plan (1)**

	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
District's proportion of the FRS net pension liability	0.201567929%	0.213842564%	0.218181024%	0.210600558%
District's proportionate share of the FRS net pension liability	\$ 50,896,060	\$ 27,620,635	\$ 13,312,251	\$ 36,253,729
District's covered payroll	\$ 89,522,279	\$ 87,157,724	\$ 85,329,180	\$ 79,693,279
District's proportionate share of the FRS net pension liability as a percentage of its covered payroll	56.85%	31.69%	15.60%	45.49%
FRS Plan fiduciary net position as a percentage of the total pension liability	84.88%	92.00%	96.09%	88.54%

Note: (1) The amounts presented for each fiscal year were determined as of June 30.

**Schedule of District Contributions –
Florida Retirement System Pension Plan (1)**

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required FRS contribution	\$ 5,065,828	\$ 4,915,555	\$ 5,213,663	\$ 4,779,090
FRS contributions in relation to the contractually required contribution	<u>(5,065,828)</u>	<u>(4,915,555)</u>	<u>(5,213,663)</u>	<u>(4,779,090)</u>
FRS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -
District's covered payroll	\$ 90,176,700	\$ 89,522,279	\$ 87,157,724	\$ 85,329,180
FRS contributions as a percentage of covered payroll	5.62%	5.49%	5.98%	5.60%

Note: (1) The amounts presented for each fiscal year were determined as of June 30.

**Schedule of the District's Proportionate Share
of the Net Pension Liability –
Health Insurance Subsidy Pension Plan (1)**

	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
District's proportion of the HIS net pension liability	0.289889947%	0.287060779%	0.293776221%	0.281361277%
District's proportionate share of the HIS net pension liability	\$ 33,785,472	\$ 29,275,684	\$ 27,468,794	\$ 24,496,199
District's covered payroll	\$ 89,522,279	\$ 87,157,724	\$ 85,329,180	\$ 79,693,279
District's proportionate share of the HIS net pension liability as a percentage of its covered payroll	37.74%	33.59%	32.19%	30.74%
HIS Plan fiduciary net position as a percentage of the total pension liability	0.97%	0.50%	0.99%	1.78%

Note: (1) The amounts presented for each fiscal year were determined as of June 30.

**Schedule of District Contributions –
Health Insurance Subsidy Pension Plan (1)**

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required HIS contribution	\$ 1,496,958	\$ 1,485,871	\$ 1,097,325	\$ 1,006,379
HIS contributions in relation to the contractually required contribution	<u>(1,496,958)</u>	<u>(1,485,871)</u>	<u>(1,097,325)</u>	<u>(1,006,379)</u>
HIS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -
District's covered payroll	\$ 90,176,700	\$ 89,522,279	\$ 87,157,724	\$ 85,329,180
HIS contributions as a percentage of covered payroll	1.66%	1.66%	1.26%	1.18%

Note: (1) The amounts presented for each fiscal year were determined as of June 30.

1. Budgetary Basis of Accounting

The Board follows procedures established by State statutes and State Board of Education (SBE) rules in establishing budget balances for governmental funds, as described below:

- Budgets are prepared, public hearings are held, and original budgets are adopted annually for all governmental fund types in accordance with procedures and time intervals prescribed by law and SBE rules.
- Appropriations are controlled at the object level (e.g., salaries, purchased services, and capital outlay) within each activity (e.g., instruction, student transportation services, and school administration) and may be amended by resolution at any Board meeting prior to the due date for the annual financial report.
- Budgets are prepared using the same modified accrual basis as is used to account for governmental funds.
- Budgetary information is integrated into the accounting system and, to facilitate budget control, budget balances are encumbered when purchase orders are issued. Appropriations lapse at fiscal year end and encumbrances outstanding are honored from the subsequent year's appropriations.

2. Schedule of Changes in the District's Total Other Postemployment Benefits Plan Liability and Related Ratios

Method Changes:

- There was a change in the Government Accounting Standards that were used to develop the current actuarial report. The prior actuarial report was based on GASB Statement No. 45, while the current actuarial report is based on GASB Statement No. 75. This change is a result of the early adoption of GASB Statement No. 75 by the District, as encouraged by GASB Statement No. 75.

Changes in assumptions:

- The discount rate was changed from 3.5 percent as of June 30, 2016, to 3.78 percent as of June 30, 2017.
- The healthcare trend rates were revised as of June 30, 2017, based on Aon Hewitt's latest trend survey and based on national average information from a variety of sources, including S&P Healthcare Economic Index, NHCE data, plan renewal data, and vendor Rx reports, with adjustments based on the provisions of the benefits sponsored by the District.
- Data was collected from the School District of Indian River County, Florida as of January 1, 2017.
- The average Pre-65 and Post-65 Medical/Rx retiree premiums were increased quite significantly in comparison to the expected trend for the period January 1, 2015, to January 1, 2017. The beginning Medical/Rx per capita claim costs were also updated to reflect the recent paid claims experience, administrative expenses, and administrative credits (which includes the EGWP subsidy). The update to the per capita claim costs produced a decrease in cost for the average Pre-65 retiree and an increase in cost for the average Post-65 retiree in comparison to the expected trend for the period from January 1, 2015, to January 1, 2017.

**3. Schedule of Net Pension Liability and Schedule of Contributions –
Florida Retirement System Pension Plan**

Changes of Assumptions. The long-term expected rate of return was decreased from 7.65 percent to 7.6 percent, and the active member mortality assumption was updated.

**4. Schedule of Net Pension Liability and Schedule of Contributions –
Health Insurance Subsidy Pension Plan**

Changes of Assumptions. The municipal bond rate used to determine total pension liability was decreased from 3.8 percent to 2.85 percent.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Indian River County District School Board Schedule of Expenditures of Federal Awards For the Fiscal Year Ended June 30, 2017

Federal Grantor/Pass-Through Grantor/ Program or Cluster	Federal CFDA Number	Pass - Through Entity Identifying Number	Passed Through to Subrecipients	Total Expenditures
Clustered				
Child Nutrition Cluster:				
United States Department of Agriculture:				
Florida Department of Agriculture and Consumer Services:				
School Breakfast Program	10.553	17002	\$ -	\$ 1,260,403.70
National School Lunch Program	10.555	17001, 17003	-	4,914,161.11
Summer Food Service Program for Children	10.559	17006, 17007	-	337,444.83
Total Child Nutrition Cluster			-	6,512,009.64
Special Education Cluster:				
United States Department of Education:				
Special Education - Grants to States:				
Florida Department of Education	84.027	263	128,816.55	3,377,638.56
St. Lucie County District School Board		None	-	55,388.63
University of South Florida		None	-	2,999.56
Total Special Education - Grants to States	84.027		128,816.55	3,436,026.75
Special Education - Preschool Grants:				
Florida Department of Education	84.173	267	-	103,195.70
Total Special Education Cluster			128,816.55	3,539,222.45
Not Clustered				
United States Department of Agriculture:				
Florida Department of Agriculture and Consumer Services:				
Fresh Fruit and Vegetable Program	10.582	17004	-	34,900.00
United States Department of Defense:				
Army Junior Reserve Officers Training Corps	12.UNK	N/A	-	129,780.58
United States Department of Education:				
Florida Department of Education:				
Adult Education - Basic Grants to States	84.002	191	-	162,505.26
Title I Grants to Local Educational Agencies	84.010	212, 226	31,545.60	3,921,459.00
Migrant Education - State Grant Program	84.011	217	-	15,244.53
Career and Technical Education - Basic Grants to States	84.048	161	-	181,546.34
Twenty-First Century Community Learning Centers	84.287	244	-	398,547.37
English Language Acquisition State Grants	84.365	102	1,200.44	117,632.89
Improving Teacher Quality State Grants	84.367	224	10,471.86	669,077.41
Total United States Department of Education			43,217.90	5,466,012.80
Total Expenditures of Federal Awards			\$ 172,034.45	\$ 15,681,925.47

The accompanying notes are an integral part of this schedule.

- Notes: (1) Basis of Presentation. The accompanying Schedule of Expenditures of Federal Awards (Schedule) includes the Federal award activity of the Indian River County District School Board under programs of the Federal Government for the year ended June 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the District, it is not intended to and does not present the financial position, changes in net position, or cash flows of the District.
- (2) Summary of Significant Accounting Policies. Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
- (3) Indirect Cost Rate. The District has not elected to use the 10 percent de minimis cost rate allowed under the Uniform Guidance.
- (4) Noncash Assistance for National School Lunch Program. Includes \$513,995 of donated food received during the fiscal year. Donated foods are valued at fair value as determined at the time of donation.



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The President of the Senate, the Speaker of the
House of Representatives, and the
Legislative Auditing Committee

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

We have audited, 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, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Indian River County District School Board, as of and for the fiscal year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated March 29, 2018, included under the heading **INDEPENDENT AUDITOR'S REPORT**. Our report includes a reference to other auditors who audited the financial statements of the school internal funds and the aggregate discretely presented component units, as described in our report on the District's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

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 a combination of deficiencies, in internal control such that there is a reasonable possibility that a material

misstatement of the District'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 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 material weaknesses or significant deficiencies. Given these limitations, during our audit 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.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, rules, 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*.

We identified an additional matter finding which is described on pages 82 and 83.

District's Response to Finding

The District's response to the finding identified in our audit is described on page 83 in Finding AM 2017-001. The District's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

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 District'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 District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Respectfully submitted,



Sherrill F. Norman, CPA
Tallahassee, Florida
March 29, 2018



Sherrill F. Norman, CPA
Auditor General

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The President of the Senate, the Speaker of the
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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Report on Compliance for the Major Federal Program

We have audited the Indian River County District School Board's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the District's major Federal program for the fiscal year ended June 30, 2017. The District's major Federal program is identified in **SECTION I – SUMMARY OF AUDITOR'S RESULTS** of the accompanying **SCHEDULE OF FINDINGS AND QUESTIONED COSTS**.

Management's Responsibility

Management is responsible for compliance with Federal statutes, regulations, and the terms and conditions of its Federal awards applicable to its Federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the District's major Federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major Federal program. However, our audit does not provide a legal determination of the District's compliance.

Opinion on the Major Federal Program

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major Federal program for the fiscal year ended June 30, 2017.

Report on Internal Control Over Compliance

District management is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on the major Federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major Federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a Federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a Federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Respectfully submitted,



Sherrill F. Norman, CPA
Tallahassee, Florida
March 29, 2018

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

SECTION I – SUMMARY OF AUDITOR’S RESULTS

Financial Statements

Type of auditor’s report issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major Federal program:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified?	None reported
Type of auditor’s report issued on compliance for major Federal program:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No
Identification of major Federal program:	
CFDA Numbers: 10.553, 10.555, and 10.559	Name of Federal Program or Cluster: Child Nutrition Cluster
Dollar threshold used to distinguish between type A and type B programs:	\$750,000
Auditee qualified as low risk auditee?	Yes

SECTION II – FINANCIAL STATEMENT FINDING

No matters are reported.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

No matters are reported.

ADDITIONAL MATTER

DISTRIBUTION TO CHARTER SCHOOLS – VOTER APPROVED ADDITIONAL LOCAL MILLAGE

Finding Number	AM 2017-001
Opinion Units	Not Applicable
Financial Statements	
Account Titles	Not Applicable
Fund Names	Not Applicable
Adjustment Amounts	Not Applicable
Statistically Valid Sample	Not Applicable
Prior Year Finding	Not Applicable

Finding For the 2014 through 2017 fiscal years, the District did not appropriately allocate and disburse additional property tax levy collections to the five District-sponsored charter schools in accordance with Section 1002.33(17), Florida Statutes.

Criteria Section 1002.33(17)(b), Florida Statutes, provides that the basis for funding charter school students shall be the sum of the school district's operating funds from the Florida Education Finance Program (FEFP) as provided by Section 1011.62, Florida Statutes, and the General Appropriations Act, including gross State and local funds, discretionary lottery funds, and funds from the school district's current operating discretionary millage levy; divided by total funded weighted full-time equivalent students in the school district; multiplied by the weighted full-time equivalent students for the charter schools.

Condition In March, April, and May 2012, the Board held public meetings to discuss District needs, uses, and allocations for the proceeds of a calendar year 2012 Voter Referendum, if approved. At the April 10, 2012, Board meeting, the Board decided not to distribute charter school funding based on full-time equivalent (FTE) students of each charter school, as stipulated in Section 1002.33(17)(b), Florida Statutes, and agreed instead to allocate only 5 percent of the allocation to charter schools. On May 8, 2012, the Board approved a resolution placing a referendum on the election ballot and, as allowed by Section 1011.73(2), Florida Statutes, the voters of Indian River County approved an additional 0.60 operating millage for a 4-year period at the August 14, 2012, referendum. The additional operating millage was to be used for operating needs such as teacher salaries, instructional materials, and technology.

Notwithstanding, the five District-sponsored charter schools sued the Board on February 28, 2017, and, on June 13, 2017, a court decision ruled that the charter schools should share in the additional local millage based on the FTE of each charter school rather than on the 5 percent allocated and disbursed by the District.

Cause The Board concluded that the 2012 Referendum funds should be distributed to the charter schools based on Board discretion because millage levied under Section 1011.71(9), Florida Statutes, for operational purposes should be treated the same as millage levied under Section 1011.71(2), Florida Statutes, for capital expenses.

Section 1011.71(2), Florida Statutes, permits the Board to levy additional millage for capital expenses for District schools, including charter schools at the discretion of the Board. However, according to the court order in June 2017, Section 1011.71(9), Florida Statutes, contains no equivalent language with respect to a levy of additional millage for operational expenses.

Effect

In June 2017, the court concluded that the District should have allocated funds to the five charter schools based on charter school student FTE, rather than based on the 5 percent allocation. The District negotiated a settlement in September 2017 to repay the five charter schools a total of \$2,573,022 plus interest at 5.17 percent over a 4-year period with monthly payments starting in February 2018 and ending in calendar year 2022.

Recommendation

The District should ensure that appropriate allocations and disbursements are made to the five District-sponsored charter schools in accordance with Section 1002.33(17), Florida Statutes.

District Response

The District does not agree with the Finding. The Finding does not explain the many legal issues in the case, nor does it mention the parties entered into a Release and Settlement Agreement by which the parties resolved their differences rather than filing an appeal of the Court's ruling. The Release and Settlement Agreement clearly states the School Board's payments to the charter schools were in compromise of a disputed legal claim and were not to be construed as an admission or concession of any fault, liability or damage. Failing to mention the case was settled rather than litigated to the conclusion of all appeals implies the District acted improperly when that is not the case. The Finding also fails to mention the interpretation of this funding issue by the Florida Department of Education, which interpretation was provided to the Florida Auditor General's office. As previously provided, Form IEPC-SC, Florida Standard Charter Contract, adopted by the State Board of Education in rule 6A-6.0786(3), indicates the School Board has the discretion, not the legal obligation, to share this additional operating millage funding with charter schools. Additionally, in the Florida Department of Education Technical Assistance Paper 2009-03, Funding and Financial Management of Florida's Public Charter Schools, there is no mention of any requirement for School Board's to share this additional operating millage funding with charter schools on a pro-rata basis. Finally, the Charter School Revenue Estimate Worksheet also prepared by the Florida Department of Education to assist charter schools in establishing their budget does not include this funding source in the list of funding for charter schools. Failing to mention the interpretation of the funding issue by the state agency with oversight of the District implies the District acted improperly when that is not the case.

The Finding also fails to acknowledge several other School Boards in the State which levy a similar additional operating millage and do not share any portion of it with charter schools. While the audit of the Indian River School Board is limited to Indian River, it is inappropriate to imply this funding obligation is unique to Indian River, and not a state-wide issue.

The District has in the past and will continue in the future to comply with its obligations under section 1002.33, Florida Statutes.

Auditor's Remarks

Management's response indicates that the finding fails to disclose that the parties entered a negotiated settlement, which was not to be construed as an admission or concession of any fault, and that failing to mention the settlement implies that the District acted improperly when that was not the case. Notwithstanding this response, the negotiated settlement is referenced in the effect section of the finding and, pursuant to the settlement, the District agreed to pay the five charter schools a total of \$2,573,022 plus interest over a 4-year period. As such, we continue to recommend that the District ensure that appropriate allocations and disbursements are made to the five District-sponsored charter schools in accordance with State law.

PRIOR AUDIT FOLLOW-UP

There were no prior financial statement or Federal awards findings requiring follow-up.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

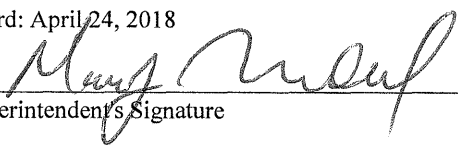
The District did not have prior audit findings required to be reported under 2 CFR 200.511.

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

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
Amendment # 3 - January 2018 through February 2018
General Fund**

ESTIMATED REVENUE					
	Function	Beginning Budget	Increase	Decrease	Revised Budget
Grand Totals		173,145,978.02	824,067.36	60,605.24	173,909,440.14
Federal Direct Sources	3100	165,000.00	0.00	0.00	165,000.00
Federal Through State Sources	3200	350,000.00	0.00	0.00	350,000.00
State Sources	3300	45,222,605.00	760,252.00	0.00	45,982,857.00
Local Sources	3400	98,088,388.41	0.00	60,605.24	98,027,783.17
Transfers	3600	3,932,194.00	0.00	0.00	3,932,194.00
Other Financing Sources	3700	135,000.00	63,815.36	0.00	198,815.36
Fund Equity	2700	25,252,790.61	0.00	0.00	25,252,790.61
APPROPRIATIONS					
	Function	Beginning Budget	Increase	Decrease	Revised Budget
Instructional Services	5000	100,679,981.92	561,679.65	0.00	101,241,661.57
Pupil Personnel Services	6100	3,731,404.35	10,597.16	0.00	3,742,001.51
Instructional Media Services	6200	1,918,436.31	100,776.34	0.00	2,019,212.65
Instructional Curriculum Development	6300	4,135,983.57	334,544.03	0.00	4,470,527.60
Instructional Staff Training	6400	1,767,275.98	7,393.54	0.00	1,774,669.52
Instructional Related Technology	6500	9,749,580.76	0.00	102,040.86	9,647,539.90
Board of Education	7100	1,707,272.55	910.15	0.00	1,708,182.70
General Administration	7200	745,874.28	1,414.35	0.00	747,288.63
School Administration	7300	9,251,961.70	90,416.78	0.00	9,342,378.48
Facilities Acquisition and Construction	7400	658,823.54	4,829.37	0.00	663,652.91
Fiscal Services	7500	1,191,309.72	0.00	74,229.20	1,117,080.52
Food Services	7600	24,271.86	0.00	0.00	24,271.86
Central Services	7700	2,272,756.84	50,931.66	0.00	2,323,688.50
Transportation Services	7800	4,661,755.87	0.00	19,922.45	4,641,833.42
Operation Services	7900	12,561,127.03	113,072.62	0.00	12,674,199.65
Maintenance Services	8100	3,532,588.43	266,640.59	0.00	3,799,229.02
Administrative Technology Services	8200	3,776,795.18	153,304.47	0.00	3,930,099.65
Community Services	9100	1,636.67	0.00	0.00	1,636.67
Debt Services	9200	94,155.00	0.00	73,446.00	20,709.00
Transfers	9700	3,943,925.81	0.00	0.00	3,943,925.81
Budgeted Fund Balance		6,739,060.65	0.00	0.00	6,075,650.57
Grand Totals		173,145,978.02	1,696,510.71	269,638.51	173,909,440.14

Adopted By Board: April 24, 2018


District Superintendent's Signature

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General Fund - Amendment # 3

ESTIMATED REVENUES

Total estimated revenues increased by \$763,462.12 in the month of February 2018

Object Code 3300 - State Sources:

\$	(649,957.00)	- Decrease estimated FEFP revenue budget due to 3rd FEFP Calculation
	31,192.00	- Increase estimated revenue budget for the Lottery Funds - 3rd FEFP Calculation
	121,543.00	- Increase estimated revenue budget for Class Size Amendment funding - 3rd FEFP Calculation
	(292,126.00)	- Decrease estimated revenue budget for the School Recognition Funds to match collections - 3rd FEFP Calculation
	1,549,600.00	- Increase estimated revenue budget for Best & Brightest Scholarships
<u>\$</u>	<u>760,252.00</u>	

Object Code 3400 - Local Sources:

\$	(16,251.00)	- Decrease estimated revenue budget for Rentals (revised estimate)
	(53,124.21)	- Decrease estimated revenue budget for Interest on Investments
	6,000.00	- Increase estimated revenue budget for lifelong learning fees - Adult Education
		- Decrease estimated revenue budget for Miscellaneous Revenue and reclassify to refunds of prior year expenditures
	(82,830.43)	revenue lines
	85,465.44	- Increase estimated revenue budget for Refunds of prior year expenses and reclass from Miscellaneous Revenue
	134.96	- Increase estimated revenue budget for the lost / damaged textbooks
<u>\$</u>	<u>(60,605.24)</u>	

Object Code 3700 - Other Financing Sources:

\$	63,795.36	- Increase estimated revenue to match actual collections for reimbursement of legal fees - Charter School Litigation
	20.00	- Increase estimated revenue to match actual collections for reimbursement for damaged seat
<u>\$</u>	<u>63,815.36</u>	

APPROPRIATIONS

Changes in the Appropriations budget changes are reflected as follows:

<u>\$</u>	<u>1,426,872.20</u>	- Increase appropriations budget for Best & Brightest Scholarships
<u>\$</u>	<u>1,426,872.20</u>	Net increase in appropriations budget

BUDGETED FUND BALANCE:

The Budgeted Fund Balance decreased by \$663,410.08 in the month of February primarily due to the reduction in estimated FEFP Revenues

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FTE Web Forecasting

Bureau of School Services
Division of Finance and Operations
Florida Department of Education

5-Year Historical FTE Report By Program

FTE Type : All

District : INDIAN RIVER

Prorated : Yes

2017 - 2018 Annualized Data (Includes February and June Annualization)
2016 - 2017 Actual Data (No Annualization)
2015 - 2016 Actual Data (No Annualization)
2014 - 2015 Actual Data (No Annualization)
2013 - 2014 Actual Data (No Annualization)

Program Code	FEFP Program	2017 - 2018	2016 - 2017	2015 - 2016	2014 - 2015	2013 - 2014
101	Basic Education K-3	3,973.27	4,048.46	4,248.02	4,318.86	4,284.01
102	Basic Education 4-8	5,291.10	5,365.52	5,362.43	5,374.53	5,287.28
103	Basic Education 9-12	3,873.07	3,794.85	3,839.23	3,804.02	3,816.54
111	ESE Basic K-3	817.18	853.80	806.78	811.05	835.65
112	ESE Basic 4-8	1,400.16	1,358.64	1,343.05	1,296.12	1,249.78
113	ESE Basic 9-12	904.77	875.07	869.09	856.47	824.61
130	ESOL	630.80	671.98	635.20	639.94	727.25
254	ESE Support Level IV	124.06	121.45	121.85	107.90	103.38
255	ESE Support Level V	20.56	21.25	40.61	30.67	34.35
300	Vocational	381.74	423.41	385.32	437.61	440.59
	Totals	17,416.71	17,534.43	17,651.58	17,677.17	17,603.44

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School District of Indian River County

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

Mark J. Rendell, Ed.D. - Superintendent

April 10, 2018

MEMORANDUM

TO: Jeffrey Carver
Director of Purchasing and Central Distribution

FROM: Nicholas Westenberger
Director of Facilities Planning & Construction

SUBJECT: SDIRC 16-0-2018/JC Roof Replacement for Beachland Elementary

Mr. Carver,

The Facilities Department is requesting that you reject all bids for the Beachland Roofing Project. We would like to revise the scope of work to fit within our project budget. Please accept this memo as our official request to reject all bids.

Thanks,

Nick Westenberger

Nick Westenberger
Director of Facilities Planning & Construction
Indian River County School District
772-564-5016

“Educate and inspire every student to be successful”

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

“To serve all students with excellence”
Equal Opportunity Educator and Employer



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Fellsmere Elementary School Bid Analysis

Fellsmere Elementary School	Anthony's Flooring	Anthony's Flooring	Anthony's Flooring
Building #	Estimated Sq. Ft.	Total Cost	Cost Per Sq.Ft.
Common Hallways 300/400/500	4,956	\$28,438.00	\$5.73
400 Wing	7,397	\$43,582.00	\$5.89
300 Wing	4,227	\$25,252.00	\$5.97
Total Anthony's Tile	16,580	\$97,272.00	\$5.86

Bid Analysis	Quote
Anthony's Flooring Design	\$97,272.00
Interior Flooring Solutions	Non-Responsive
Commercial Flooring Solutions LLC	Non-Responsive

Notice of RFQ issued on March 5th, 2018

Invited Bidders:

Anthony's Flooring Design Inc.

Interior Flooring Solutions Inc.

Commercial Flooring Solutions LLC.

Site Meeting Conducted on March 12th, 2018

Quotes returned on March 19th, 2018

Anthony's Flooring Design - \$97,272.00

Interior Flooring Solutions – Non-Responsive

Commercial Flooring Solutions- Non-Responsive

Educate and inspire every student to be successful"

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

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

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

THIS AGREEMENT, entered into this 24th day of April 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 **Anthony's Flooring Design's Inc.** (Legal Name of Contracting Party/Organization) hereinafter referred to as the "**CONTRACTOR**", is as follows:

1. SCOPE OF WORK

Nature of Contracted Services: **Flooring Projects at Fellsmere Elementary School**

Nature of Contracted Services: **Supply and install 16,580 square feet of 20"x20" Porcelain Tile in the 300 Wing, 400 wing and Common Hallways between the 300,400 and 500 Wings as outlined in the proposal and scope of work.**

Anticipated Outcome of Contracted Services: **Supply and install 20"x20" MA 90 Porcelain Tile, Power Grout, Premium Thin Set and tile base. Cover books with plastic, clean-up of area where work is undertaken, provide dumpster, reinstallation of all furniture. Work to be completed no later than August 3rd, 2018.**

Location of Contracted Service: **50 N. Cypress Street Fellsmere, FL. 32948**

Date(s)/Hours of Service: **Project to Commence on May 25th 2018 and be completed by August 3rd 2018. Project will occur during summer break, hours of operation as needed to complete the project.**

2. TERM OF AGREEMENT -

The **Contractor** shall commence performance of the Agreement on the 25th day of May 2018, and shall complete performance to the satisfaction of the Superintendent no later than the August 3rd day of 2018. The **School Board** reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the **Contractor**.

3. COMPENSATION

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount not to exceed \$ 97,272.00 which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted

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

4. PAYMENT SCHEDULE

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

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

5. REGULATIONS & ORDINANCES

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

6. GOVERNING LAW; VENUE

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

7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

8. DUTY TO DEFEND

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

9. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation.

Upon cancellation hereunder, the **School Board** of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The **School Board** of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract. The **School Board** of Indian River County shall only be required to pay to the **Contractor** that amount of the contract actually performed to the effective date of termination.

10. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

11. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

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

12. PATENTS, COPYRIGHTS AND ROYALTIES

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

13. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board** Policies as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration for services, **Contractor** and all of its employees who provide or may provide services under this Contract will

complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and **School Board** Policies prior to providing services to The **School Board** of Indian River County.

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

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

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

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

14. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

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

15. COMPLIANCE WITH BOARD POLICIES

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

16. ASSIGNMENT

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

17. DEBARMENT

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

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

18. DAVIS-BACON ACT LABOR STANDARDS

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

19. CONDUCT WHILE ON SCHOOL PROPERTY

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

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

20. NO WAIVER

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

21. NON-DISCRIMINATION

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, or national or ethnic origin.

22. NO TAXES

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

23. WRITTEN NOTICE DELIVERY

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

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

Contractor/Vendor **Anthony's Flooring Design's Inc.**
Contact's Name/Title **Attn: Anthony DeRosa**
Address: **575 NW Mercantile Place Suite 108 Port Saint Lucie, FL. 34986**

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

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

With a copy to:

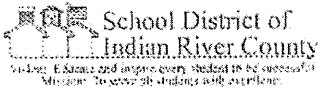
Department **Purchasing Department**
Department Director **Jeff Carver**
Address: **6055 62nd Avenue Vero Beach Florida 32967**

And a copy to:

Department **Physical Plant**
Department Director **Attn: Robert Michael**
Address: **6055 62nd Avenue**
 Vero Beach, FL 32967

24. INSURANCE REQUIREMENTS

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



Contract Number

(For Procurement Use Only)

VENDOR/CONTRACTOR

THE SCHOOL BOARD OF INDIAN RIVER COUNTY,
FLORIDA

Anthony's Flooring Design's Inc
Company Name

Anthony DeRosa
Signature of Vendor/Contractor

Anthony DeRosa
Printed Name of Vendor/Contractor

4/16/2018
Date

575 NW Mercantile PL. STE. 108
Address

Port Saint Lucie FL. 34986

954-347-0814
TELEPHONE / FAX NUMBER

anthonysflooringdesigns@gmail.com
CONTACT EMAIL ADDRESS

FEIN (BUSINESS) 27-324-9440

SS# (INDIVIDUAL) _____

The School Board of Indian River County, Florida

Shawn Frost
Signature of Chairman, School Board of Indian River County, FL

Shawn Frost
Printed Name of Chairman, School Board of Indian River County, FL

4/24/2018
Date

6500 57th Street
Address

Vero Beach, FL 32967

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Gifford Middle School Flooring Bid Analysis

Gifford Middle School	Anthony's Flooring Design	Hudson Everly Flooring
Building #	Total Cost	Total Cost
100	\$44,418.00	\$67,273.00
200	\$32,535.00	\$23,774.50
800	\$17,779.00	\$20,744.25
900	\$3,613.00	\$5,851.75
Total Cost	\$98,345.00	\$117,643.50
17,810 Sq. Ft.	Cost per Sq. Ft. \$5.52	Cost Per Sq. Ft. \$6.60

Bid Totals	Quote
Anthony' Flooring Design	\$98,345.00
Hudson Everly Flooring	\$117,643.50
Interior Flooring Solutions	NO BID

Notice of RFQ issued on March 8th, 2018
 Invited Bidders:
 Anthony's Flooring Design Inc.
 Hudson-Everyly Flooring Inc.
 Interior Flooring Solutions Inc.

Site Meeting Conducted on March 15th, 2018

Quotes returned on March 22nd, 2018

Anthony's Flooring Design - \$98,345.00
 Hudson-Everyly Flooring Inc- \$117,643.50
 Interior Flooring Solutions – Non-Responsive

Educate and inspire every student to be successful"

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

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

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

THIS AGREEMENT, entered into this 24th day of April 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 Anthony's Flooring Design's Inc. (Legal Name of Contracting Party/Organization) hereinafter referred to as the "**CONTRACTOR**", is as follows:

1. SCOPE OF WORK

Nature of Contracted Services: **Flooring Projects at Gifford Middle School**

Nature of Contracted Services: **Supply and install 17,810 square feet of 20"x20" Porcelain Tile in the 100,200,800 and 900 wings as outlined in the proposal and scope of work.**

Anticipated Outcome of Contracted Services: **Supply and install 20"x20" MA 90 Porcelain Tile, Power Grout, Premium Thin Set and tile base. Cover books with plastic, clean-up of area where work is undertaken, provide dumpster, reinstallation of all furniture. Work to be completed no later than August 3rd, 2018.**

Location of Contracted Service: **4530 28th Court Vero Beach, Florida 32967**

Date(s)/Hours of Service: **Project to Commence on May 25th 2018 and be completed by August 3rd 2018. Project will occur during summer break, hours of operation as needed to complete the project.**

2. TERM OF AGREEMENT -

The **Contractor** shall commence performance of the Agreement on the 25th day of May 2018, and shall complete performance to the satisfaction of the Superintendent no later than the August 3rd day of 2018. The **School Board** reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the **Contractor**.

3. COMPENSATION

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount not to exceed \$ 98,345.00 which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

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

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

5. REGULATIONS & ORDINANCES

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

6. GOVERNING LAW; VENUE

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

7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

8. DUTY TO DEFEND

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

9. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The **School Board** of Indian River County, Florida, reserves the right

to terminate any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract. The **School Board** of Indian River County shall only be required to pay to the **Contractor** that amount of the contract actually performed to the effective date of termination.

10. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

11. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

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

12. PATENTS, COPYRIGHTS AND ROYALTIES

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

13. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board** Policies as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration for services, **Contractor** and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening

requirements as outlined in the above-referenced statutes and **School Board** Policies prior to providing services to The **School Board** of Indian River County.

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

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

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

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

14. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

15. COMPLIANCE WITH BOARD POLICIES

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

16. ASSIGNMENT

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

17. DEBARMENT

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

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

18. DAVIS-BACON ACT LABOR STANDARDS

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

19. CONDUCT WHILE ON SCHOOL PROPERTY

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

20. NO WAIVER

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

21. NON-DISCRIMINATION

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, or national or ethnic origin.

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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 **Anthony's Flooring Design's Inc.**
Contact's Name/Title **Attn: Anthony DeRosa**
Address: **575 NW Mercantile Place Suite 108 Port Saint Lucie, FL 34986**

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

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

With a copy to:

Department **Purchasing Department**
Department Director **Jeff Carver**
Address: **6055 62nd Avenue Vero Beach Florida 32967**

And a copy to:

Department **Physical Plant**
Department Director **Attn: Robert Michael**
Address: **6055 62nd Avenue**
 Vero Beach, FL 32967

24. INSURANCE REQUIREMENTS

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



Contract Number

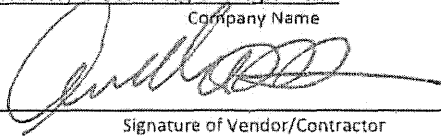
(For Procurement Use Only)

VENDOR/CONTRACTOR

THE SCHOOL BOARD OF INDIAN RIVER COUNTY,
FLORIDA

Anthony's Flooring Design's Inc

Company Name


Signature of Vendor/Contractor

Anthony DeRosa
Printed Name of Vendor/Contractor

4/10/2018
Date

575 NW Mercantile PL. STE. 108
Address

Port Saint Lucie FL. 34986

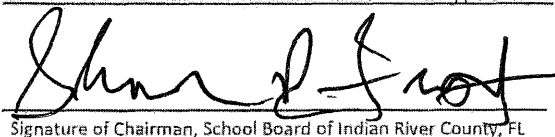
954-347-0814
TELEPHONE / FAX NUMBER

anthonysflooringdesigns@gmail.com
CONTACT EMAIL ADDRESS

FEIN (BUSINESS) 27-324-9440

SS# (INDIVIDUAL) _____

The School Board of Indian River County, Florida


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

Shawn Frost
Printed Name of Chairman, School Board of Indian River County, FL

4/24/2018
Date

6500 57th Street
Address

Vero Beach, FL 32967

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Sebastian River Middle School Flooring Bid Analysis

SRMS	Anthony's Flooring Design's.	Hudson-Everyly Flooring
Building #	Cost	Cost
700	\$32,266.00	\$44,969.00
900	\$26,143.00	\$37,223.25
Total Cost	\$58,409.00	\$82,192.25
10,077 Sq. Ft.	Cost per Sq. Ft. \$5.79	Cost per Sq. Ft. \$8.15

Bid Analysis	Quote
Anthony's Flooring Design's	\$58,409.00
Hudson Everyly Flooring	\$82,192.25
Interior Flooring Solutions	Non-Responsive

Notice of RFQ issued on March 8th, 2018

Invited Bidders:

Anthony's Flooring Design Inc.

Hudson-Everyly Flooring Inc.

Interior Flooring Solutions Inc.

Site Meeting Conducted on March 20th, 2018

Quotes returned on March 28th, 2018

Anthony's Flooring Design - \$58,409.00

Hudson-Everyly Flooring Inc- \$82,192.25

Interior Flooring Solutions – Non-Responsive

Educate and inspire every student to be successful"

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

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

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

THIS AGREEMENT, entered into this 24th day of April 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 Anthony's Flooring Design's Inc. (Legal Name of Contracting Party/Organization) hereinafter referred to as the "**CONTRACTOR**", is as follows:

1. SCOPE OF WORK

Nature of Contracted Services: **Flooring Projects at Sebastian River Middle School**

Nature of Contracted Services: **Supply and install 10,077 square feet of 20"x20" Porcelain Tile in the 700 and 900 wings as outlined in the proposal and scope of work.**

Anticipated Outcome of Contracted Services: **Supply and install 20"x20" MA 90 Porcelain Tile, Power Grout, Premium Thin Set and tile base. Cover books with plastic, clean-up of area where work is undertaken, provide dumpster, reinstallation of all furniture. Work to be completed no later than August 3rd, 2018.**

Location of Contracted Service: **9400 County Road 512 Sebastian, Fl. 32958**

Date(s)/Hours of Service: **Project to Commence on May 25th 2018 and be completed by August 3rd 2018. Project will occur during summer break, hours of operation as needed to complete the project.**

2. TERM OF AGREEMENT -

The **Contractor** shall commence performance of the Agreement on the 25th day of May 2018, and shall complete performance to the satisfaction of the Superintendent no later than the August 3rd day of 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 \$ 58,409.00 which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

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

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

5. REGULATIONS & ORDINANCES

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

6. GOVERNING LAW; VENUE

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

7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

8. DUTY TO DEFEND

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

9. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The **School Board** of Indian River County, Florida, reserves the right

to terminate any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract. The **School Board** of Indian River County shall only be required to pay to the **Contractor** that amount of the contract actually performed to the effective date of termination.

10. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

11. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

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

12. PATENTS, COPYRIGHTS AND ROYALTIES

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

13. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board** Policies as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration for services, **Contractor** and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening

requirements as outlined in the above-referenced statutes and **School Board** Policies prior to providing services to The **School Board** of Indian River County.

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

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

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

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

14. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

15. COMPLIANCE WITH BOARD POLICIES

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

16. ASSIGNMENT

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

17. DEBARMENT

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

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

18. DAVIS-BACON ACT LABOR STANDARDS

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

19. CONDUCT WHILE ON SCHOOL PROPERTY

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

20. NO WAIVER

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

21. NON-DISCRIMINATION

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, or national or ethnic origin.

22. NO TAXES

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

23. WRITTEN NOTICE DELIVERY

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

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

Contractor/Vendor **Anthony's Flooring Design's Inc.**
Contact's Name/Title **Attn: Anthony DeRosa**
Address: **575 NW Mercantile Place Suite 108 Port Saint Lucie, Fl. 34986**

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

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

With a copy to:

Department **Purchasing Department**
Department Director **Jeff Carver**
Address: **6055 62nd Avenue Vero Beach Florida 32967**

And a copy to:

Department **Physical Plant**
Department Director **Attn: Robert Michael**
Address: **6055 62nd Avenue**
 Vero Beach, FL 32967

24. INSURANCE REQUIREMENTS

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



Contract Number

(For Procurement Use Only)

VENDOR/CONTRACTOR

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

Anthony's Flooring Design's Inc

Company Name

Signature of Vendor/Contractor

Anthony DeRosa
Printed Name of Vendor/Contractor

4/10/2018

Date

575 NW Mercantile PL. STE. 108

Address

Port Saint Lucie FL. 34986

954-347-0814

TELEPHONE / FAX NUMBER

anthonysflooringdesigns@gmail.com

CONTACT EMAIL ADDRESS

FEIN (BUSINESS)

27-324-9440

SS# (INDIVIDUAL)

The School Board of Indian River County, Florida

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

Shawn Frost

Printed Name of Chairman, School Board of Indian River County, FL

4/24/2018

Date

6500 57th Street

Address

Vero Beach, FL 32967

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**THE SCHOOL BOARD OF SEMINOLE COUNTY FLORIDA
PURCHASING AND DISTRIBUTION SERVICES DEPARTMENT
400 E. Lake Mary Boulevard
Sanford, FL 32773-7127**

INVITATION TO BID & PROPOSER'S ACKNOWLEDGEMENT

POSTING DATE:

January 22, 2015

PURCHASING CONTACT & TELEPHONE:

Rob Crews - (407) 320-0237
Rob_crews@scps.k12.fl.us

BID TITLE & NUMBER:

Propane Mobile Fueling for School Buses - #14150068B-RC

BID DUE DATE & TIME:

Tuesday, February 10, 2015; 3:30 PM

NOTE: BIDS RECEIVED AFTER THE BID DUE DATE AND TIME WILL NOT BE ACCEPTED.

The School Board of Seminole County, Florida, solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated by this reference into your response. A Bid will not be accepted unless all conditions have been met. In the event of a conflict between the General Purchasing Terms and Conditions and any subsequent Special Conditions or attached hereto, the Special Conditions will have precedence. **All bids must have an authorized signature in the space provided below.** All Bids must be sealed and received in The School Board of Seminole County Florida Purchasing Office at 400 East Lake Mary Boulevard, Sanford, Florida, by the "Bid Due Date & Time" referenced above. **All envelopes containing sealed bids must reference the "Bid Title", "Bid Number" and the "Bid Due Date & Time".** The School Board is not responsible for lost or late delivery of Bids by the U.S. Postal Services or other delivery services used by the Proposer. Bids may not be withdrawn for a period of sixty (60) days after the bid due date unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE PROPOSER.

COMPANY NAME: *AmeriGas Propane, L.P.*

MAILING ADDRESS: *460 N Gulph Road*

CITY, STATE, ZIP *King of Prussia, PA 19406*

FEDERAL EMPLOYER S IDENTIFICATION NUMBER (FEIN): *232787917*

TELEPHONE NUMBER: *610-304-1620*

FACSIMILE NUMBER: *610-768-7694*

EMAIL: *dawn.stevenson@amerigas.com*

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER PROPOSER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE PROPOSER.

AUTHORIZED SIGNATURE: *[Handwritten Signature]*

TYPED OR
PRINTED NAME:

TITLE: *Vice President*

DATE: *2/6/15*

(Rev. 08/2013)

- I. **INTRODUCTION.** The School Board of Seminole County, Florida, is accepting bids for propane mobile fueling of school buses, as well as the optional placement of 1,000 gallon skid units for propane fill at its Transportation Hubs.
- II. **GENERAL PURCHASING TERMS AND CONDITIONS.** These general terms will apply to all purchases by the District as a result of an award hereunder. In the event of a conflict between Section II and subsequent sections herein, the provisions of any subsequent sections shall be specific to the goods or services requested and shall have precedence. The titles used are for convenience only; the Proposer is responsible for understanding and complying with all terms and conditions herein.
1. **DEFINITIONS.**
 - A. The School Board of Seminole County Florida may be referred to as the "Board", "School Board" or "SBSC" herein.
 - B. The term "Proposer" shall refer to the company, individual, or organization that responded to this solicitation.
 - C. The term "Contractor" shall refer to any successful awardees hereunder.
 2. **PRICING / TAXES.** All pricing shall be based on FOB Seminole County Florida and will include all packaging, handling, shipping charges, and delivery to any point within Seminole County Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
 3. **TERMS OF PAYMENT / INVOICING.** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Contractor's invoice. Itemized invoices bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
 4. **TRANSPORTATION AND TITLE.**
 - A. Title to the goods will pass to the School Board upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, the Contractor retains the sole insurable interest in the goods.
 - B. The shipper will prepay all transportation charges. The School Board will not accept collect freight charges.
 - C. No premium carriers will be used for the School Board's account without prior consent of the Director of Purchasing and Distribution Services.
 5. **RISK OF LOSS.** The Contractor assumes the following risks:
 - A. All risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided;
 - B. All risks of loss or damage to third persons and their property until delivery of all goods as herein provided;
 - C. All risks of loss or damage to any property received by the Contractor or held by the Contractor or its suppliers for the account of the School Board, until such property has been delivered to the School Board;
 - D. All risks of loss or damage to any of the goods or part thereof rejected by the School Board, from the time of shipment thereof to Contractor until redelivery thereof to the School Board.
 6. **PACKING LIST.** All shipments will include an itemized list of each package's content, and reference the School Board's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School Board prior to shipment.
 7. **INSPECTIONS AND TESTING.** The School Board will have the right to expedite, inspect and test any of the goods at work covered by this Bid. All goods or services are subject to the School Board's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Contractor's risk. Such inspection, or the waiver thereof, however, will not relieve the Contractor from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School Board may have because of the use of defective or unsatisfactory goods or work.

ATTACHMENT- 3
ITB# 14150068B-RC

REFERENCES

Provide references of at least 3 entities for which you have provided similar services, (preferably Florida K-12 clients) for the past three (3) years. References shall include organization name, contact name, telephone number, fax number, and email address. Include a brief statement of service provided and effective dates.

Reference # 1

Client Name: Broward County Schools Contact Name: Vincent Harrell
City / State: Sunrise, FL Phone #: 754-321-4472 Fax #: 754-321-4434
Email: vincent.harrell@browardschools.com
Products / Services Provided: mobile fueling - school buses
Date(s): 6/24/14 - 9/30/17

Reference # 2

Client Name: Indian River Schools Contact Name: Richard Trammell
City / State: Vero Beach, FL Phone #: 772-978-8804 x25 Fax #: 772-978-8807
Email: richard.trammell@indianriverschools.org
Products / Services Provided: Mobile fueling - school buses
Date(s): 8/19/14 - 9/30/17

Reference # 3

Client Name: Broward County Transit Division Contact Name: Paul Strobis
City / State: Plantation, FL Phone #: 954-357-8321 Fax #: 954-357-8345
Email: pstrobis@broward.org
Products / Services Provided: Mobile fueling - paratransit vehicles
Date(s): 1/6/15 - 1/5/19

Proposer's Signature: [Signature] Printed Name/Title: ANDREW PETROW V.P.
Company Name: Amerigas Propane, L.P.

References Continued

Reference #4

Client Name: Bibb County Transportation Contact Name: Anthony Jackson

City/State: Macon, GA Phone: 478-779-2010 Fax: 478-779-2016

Email: avjackson@bibb.k12.ga.us

Products / Services Provided: Autogas

Dates(s): 1/10/14 – 1/10/2017



**THE SCHOOL BOARD OF SEMINOLE COUNTY FLORIDA
PURCHASING AND DISTRIBUTION SERVICES DEPARTMENT**

400 E. Lake Mary Boulevard
Sanford, FL 32773-7127

INVITATION TO BID (ITB) – ADDENDUM # 1

ADDENDUM POSTING DATE:
February 3, 2015

PURCHASING CONTACT & TELEPHONE:
Rob Crews (407) 320-0237
Email: Rob_crews@scps.k12.fl.us

RFP TITLE & NUMBER:

PROPANE MOBILE REFUELING OF SCHOOL BUSES - #14150068B-RC

RFP OPENING DATE & TIME:

February 10, 2015 at 3:30 P.M.

NOTE: ITS RECEIVED AFTER THE ITB DUE DATE AND TIME WILL NOT BE ACCEPTED.

The original Request for Proposal (RFP) documents shall remain in full force and effect, except as modified herein, which shall take precedence over any contrary provisions in the prior documents. The original ITB submittal deadline shall remain the same date and time of February 10, 2015 at 3:30 PM.

This addendum is being issued to address questions received, make revisions to the original solicitation document and release attachments.

A pre-bid meeting was held January 29, 2015 at 1:00 PM. The following companies were in attendance:

AmeriGas, Ferrellgas

The following are clarifications of the aforementioned ITB:

1. All references to the Hattiesburg, Mississippi, average shall be changed to the Mont Belvieu, Texas, average.
2. The awarded proposer shall provide free access to the BPN weekly newsletter so the SBSC can spot check pricing.
3. It is the intent of the SBSC to utilize mobile fueling of District school buses from the arrival of the first bus (anticipated in mid-February) until the summer break when staff can transition to a more permanent fueling method.
4. Mobile fueling shall take place after the buses have returned to their respective hubs each day, and before they are scheduled to depart the next morning (by 4:00 am).
5. There shall be one delivery ticket issued per bus and each ticket shall reference the bus number.
6. It shall be the responsibility of the SBSC to log the mileage each day to correlate to the delivery tickets.
7. The District's goal for summer placement shall be the installation of two (2) 1,000-gallon propane dispensing skid units at each of the two transportation facilities.
8. The fuel dispensing units on these skid units shall be capable of interfacing with the District's current fuel management system, PetroVend.
9. The successful proposer shall be responsible for proper permitting of these skid units.
10. The SBSC shall be responsible for the electrical connection of these skid units. The District currently has 3-phase service available at each facility.
11. The successful proposer shall have, at minimum, five (5) trucks capable of refueling District buses available within a 20 mile radius of Seminole County, FL.

12. The successful proposer shall have a minimum of 200,000 gallons of Propane fuel stored within 20 miles of Seminole County, FL.
13. The successful Proposer shall consider the SBSC their primary concern, in case of emergency. It is essential that the District have propane available during emergency/disaster situations to facilitate the evacuation of local citizens.
14. Training. Upon installation of any fuel dispensing units the successful proposer shall provide training to the school bus drivers and mechanics on the proper fueling of the buses. This shall occur over a minimum of 3 separate days.
15. Regarding the Price Schedule (Please see new Attachment-1):
 - a. #1 – the pricing per gallon shall be mark-up over the Mont Belvieu average.
 - b. #2 – Pricing shall be based on the installation of two (2) 1,000-gallon skid units placed at each of the 2 locations. Pricing shall still be per each unit. Proposers may price any or all of the options available under this category (a, b & c). Item "b." shall be the price per year for leasing each of these units
 - c. #3 – price per gallon markup for mobile refueling, after the installation of the 1,000 gallon tanks, in the event of a storm/electrical outage or other emergency:
16. Page 4 of the ITB, Section 18.B. Changed as follows:

CONVENIENCE. The School Board may terminate for its convenience at any time, after the first year, through March 31, 2016, in whole or in part any subsequent award. In which event of termination for convenience, the School Board's sole obligations will be to reimburse Contractor for:

1. Those goods or services actually shipped / performed and accepted up to the date of termination, and
2. Costs incurred by Contractor for unfinished goods, which are specifically manufactured for the School Board and which are not standard products of the Contractor, as of the date of termination, and a reasonable profit thereon.
3. In no event is the School Board responsible for neither loss of anticipated profit nor will reimbursement exceeds the Bid value.

If you should have any questions regarding this addendum, please do not hesitate to contact Rob Crews, buyer, at rob_crews@scps.k12.fl.us or by phone at 321-320-0237.

Sincerely,



Cheryl L. Olson, MBA, CPPO, C.P.M., CPM, FCCN
 Director of Purchasing and Distribution Services

CLO/rc

Acknowledgment of Addendum #2 by Vendor:

This addendum shall be completed by the Vendor and returned with the submittal. If submittal has already been submitted, this addendum must be submitted to the above address in a sealed envelope, which is marked on the outside: Addendum #2 - 14150058P-CO – Insurance Agent Services – Group Employee Voluntary Benefit Program.

This is to acknowledge receipt of this addendum, which will become part of the RFP document.

ANDREW REYNOLDS
 NAME (TYPED OR PRINTED)

[Signature]
 SIGNATURE

2/6/15
 DATE

V. P.
 TITLE

AmeriGas Propane, L.P.
 VENDOR NAME

610-304-1620
 PHONE NUMBER

PRICE SCHEDULE (revised)

Estimated annual fuel usage: 200,000 gallons

1. Propane Mobile Refueling mark-up over Mont Belvieu, TX average \$ 0.905 per gallon
2. Two (2) 1,000 gallon skid fueling stations at each of 2 locations (please fill in whichever is applicable):

The SBSC shall provide all electrical connections. All prices to include delivery.

- a. Rental price per gallon mark-up \$ 0.488 per gallon
 - b. Straight lease price not tied in to usage \$ 0 each
 - c. Purchase price \$ 49,950.00 each
 - d. Maximum number of skid units legally allowed on premise: 4 1000 gallon tanks
 - e. Other options: Please attach separate sheet.
3. Cost of Mobile Refueling in case of storm/emergency/power outage after the installation of the 1000 gallon tanks.
Per gallon mark up over index \$ 1.205 per gallon

Proposer's Signature: *And P. [Signature]* Printed Name/Title: V.P.
Company Name: AmeriGas Propane, L.P.

8. **STOP WORK ORDER.** The School Board may at any time by written notice to the Contractor stop all or any part of the work for this Bid award. Upon receiving such notice, the Contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
9. **WARRANTY.** All goods and services furnished by the Contractor, relating to and pursuant to this Bid will be warranted to be free of defects, meet or exceed the Specifications contained herein, and fit for the intended use. In the event of breach, the Contractor will take all necessary action, at Contractor s expense, to correct such breach in the most expeditious manner possible.
10. **INDEMNIFICATION.** 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 are arising from any Contractor furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School Board.
11. **INSURANCE.** The Contractor will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School Board. The Contractor will, at the request of the School Board, supply certificates evidencing such coverage. Additional insurance requirements may be specified herein.
12. **SOVEREIGN IMMUNITY / LIMITED LIABILITY.** Notwithstanding any provision herein or attached hereto, nothing shall be construed as a waiver of SBSC's rights and sovereign immunities under Florida Statutes. SBSC damages shall be limited in accordance and to the extent allowed by §768.28 Florida Statute.
13. **LAWS AND REGULATIONS.** Contractors will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Contractors agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Proposer shall not constitute a cognizable defense against actual or potential damages caused thereby.
14. **GOVERNING LAW & VENUE.** All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. In the event of a legal proceeding, the venue for state court shall be in Seminole County Florida or for federal court be United States District Court, Middle District of Florida, Orlando Division.
15. **PATENTS, COPYRIGHTS & ROYALTIES.** Contractors agree to indemnify and save harmless the School Board, its officers, employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process or article of manufactured or used in the performance of the contract award hereunder. If the Contractor uses any design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the work shall be included in the price proposal of the Contractor.
16. **PERMITS/LICENSES/FEES.** Any permits, licenses, or fees required will be the responsibility of the successful Contractor; no separate or additional payment will be made. A copy of these licenses and permits shall be submitted to the Buyer prior to commencement of work. If the service(s) being provided requires that individuals or organizations be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such license(s) should be obtained by the Bid due date and time. For state licensing, contact the Florida Department of Business and Professional Regulation, Tallahassee, FL 32399-0797, Phone 850.487.9501.
17. **CONTRACTOR'S EMPLOYEE BACKGROUND CHECK.** All service provider employees that require access to school campuses must be cleared by SBSC or an appropriate agency and wear a current and appropriate picture identification badge. Contractors hereunder shall comply with the required background check of employees as may be applicable and failure to comply shall be considered a material breach of contract.

- A. Clearance by SBSC: Contractor will comply with the requirements of the Jessica Lunsford Act §1012.465 Florida Statute in regards to fingerprinting and level 2 background screenings of all applicable employees and any subcontractor employees. Refer to <http://www.scps.k12.fl.us/Portals/0/assets/pdf/frontpage/JLAct.pdf> for SBSC for Background Check Requirements
- B. Clearance by Others: Pursuant to §1012.468 Florida Statute, Contractor employee have been cleared by another agency and must already possess a uniform statewide identification badge issued by the agency.

18. TERMINATION.

- A. **DEFAULT.** The School Board may terminate all or any part of a subsequent award by giving notice of default to Contractor, if Contractor: Refuses or fails to deliver the goods or services within the time specified; Fail to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or;
 - 1) Becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School Board's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.
- B. **CONVENIENCE.** The School Board may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School Board's sole obligations will be to reimburse Contractor for:
 - 1) Those goods or services actually shipped / performed and accepted up to the date of termination, and
 - 2) Costs incurred by Contractor for unfinished goods, which are specifically manufactured for the School Board and which are not standard products of the Contractor, as of the date of termination, and a reasonable profit thereon.
 - 3) In no event is the School Board responsible for neither loss of anticipated profit nor will reimbursement exceeds the Bid value.
- C. **FUNDING.** Contracts awarded hereunder are subject to the appropriation and availability of funds as approved by the School Board of Seminole County Florida. In the event funding for the specific purpose of this solicitation is not funded or such funds are insufficient, the contract may be terminated immediately without penalty.

19. PERFORMANCE. In an effort to reduce the cost of doing business with the School Board, and unless indicated elsewhere a bid or performance bond may not be required. However, upon award and subsequent default by Contractor, the School Board reserves the right to pursue any or all of the following remedies:

- A. To accept the next lowest available bid price or to purchase materials or services on the open market, and to charge the original award the difference in cost via a deduction to any outstanding or future obligations;
- B. The Contractor in default will be barred for consideration of future bid awards for a period of time determined by the severity of the default, but not exceeding two years.
- C. Any other remedy available to the School Board in tort or law.

20. FORCE MAJEURE. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. ASSIGNMENT. Any purchase order or contract issued pursuant to an award hereunder, and the monies that may become due are not assignable except with the prior written approval of the School Board, through the Purchasing and Distribution Services Department.

22. AUDIT AND INSPECTION. The School Board or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance

with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents / records in any form shall be open to the Board's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the Board and the Contractor.

- 23. CONTRACTOR'S PUBLIC RECORDS.** Pursuant to §119.0701 Florida Statutes, "Contractors" as defined by statute that enter into a contract for services with the School Board and is acting on behalf of the School Board is required to comply with public records laws and to specifically:
- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - B. Provide the public with access to 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 provided by statute or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - D. Meet all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.
 - E. If a contractor does not comply with a public records request, the School Board shall enforce the contract provisions which may include immediate termination of contract.

III. GENERAL BID CONDITIONS.

- 1. **PUBLIC ENTITY CRIMES.** A Proposer who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 2. **OTHER GOVERNMENT ENTITIES.** Subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- 3. **DRUG-FREE WORKPLACE.** Whenever two or more Solicitations are equal with respect to price, quality, and service, a Solicitation received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process. If the Contractor does not maintain a formal "Drug Free Workplace" or does not perform random drugs tests on its employees, then the Contractor's employee must submit to a drug test by the School Board at a cost of \$27.00 prior to working on the School Board account. Refer to the ATTACHMENT.
- 4. **SAMPLES AND BRAND NAMES.**
 - A. **BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School Board expect to receive as a minimum. Proposers offering equivalents or superior products to the brand/model referenced will: (a) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (b) next to the price Proposer will indicate "ALT" to reflect an alternate offering; (c) where no sample is provided with the bid, Proposers will enclose sufficient technical specification sheets and literature to enable the School Board to reach a preliminary evaluation; (d) the School Board may request and Proposer agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School Board may deem appropriate, at no charge to the Board; (e) the School Board reserves the right to determine the acceptability of any alternatives offered.

- B. **SAMPLES.** Any sample requested by this bid or to be provided at the Proposer's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School Board. The package or envelope will reference the "Bid Number", "Bid Title", and "Bid Item Number" and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Proposers are responsible for notifying and making arrangements for a pick up from the School Board if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School Board.

5. GENERAL EVALUATION CRITERIA.

- A. Primary factors used to decide the award hereunder will be price, ability to meet specifications and responsiveness. In the event alternatives are offered, the School Board reserves the right to consider and accept or reject alternatives at its discretion, and to consider and accept superior products at higher costs when deemed to represent best value and in the best interest of the Board.
- B. A Proposer's past performance may be used in the evaluation of this bid.
- C. The School Board reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid.
- D. In the event of a price extension error, the unit price will be accepted as correct.
- E. The School Board may consider in conjunction to any award hereunder, those products, services and prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.

6. CLARIFICATIONS AND INTERPRETATIONS.

- A. Any questions concerning the terms, conditions or specifications will be directed to the designated Buyer referenced on the Proposer's Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Buyer in writing at least ten (10) workdays prior to the due date of the bid. Failure to do so, on the part of the Proposer will constitute an acceptance by the Proposer of any consequent decision.
- B. An addendum to the bid shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the Proposer's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the bid. Therefore oral statements given before the bid due date will not be binding. The School Board will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School Board website "<http://www.scps.k12.fl.us/purchasing/CompetitiveSolicitations.aspx>" at least five workdays prior to the due date. The Proposer shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- C. The School Board reserves the right to allow for clarification of questionable entries, and for the Proposer to withdraw items with obvious mistakes.

- 7. SOLICITATION DOCUMENTATION & PUBLIC RECORDS.** Meetings involving Oral Presentations by Proposers or negotiations are closed to the Public. Responses to this solicitation, and recordings of oral presentations or negotiations shall become "public records" upon award recommendation or thirty (30) days after the solicitation due date, whichever is earlier and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in response to this solicitation, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

- 8. CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL.** If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the School Board with a separate redacted copy of its response. The redacted copy shall contain the School Board's solicitation name, number, and the name of Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the School Board at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

- A. Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect,

defend and indemnify the School Board for any and all claims from or relating to Proposers determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

- B. If the Proposer fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Proposer in response to a public records request for these records.
9. **GREEN PROVISION.** The School Board supports and encourages the purchase of products and services that use recycled post consumer waste are energy efficient and/or environmentally friendly. Products that are comparable to the bid specifications stated herein and are reusable, refillable, repairable, more durable, and less toxic may be purchased or used where practicable and cost effective as an alternative at the discretion of the Board. The Board also encourages and promotes using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. The Proposer shall be responsible for providing packaging that will protect the products shipped and documentation which demonstrates how their products or services meet this provision.
10. **SAFETY DATA SHEET.** If applicable, a Safety Data Sheet (SDS) must be submitted with your Bid for all hazardous materials/chemicals included herein. Failure to provide required information will render your bid non-responsive and rejection of you bid.
11. **CONFLICT OF INTEREST.** Proposer is subject to the provisions of Chapter 112 Florida Statutes. The Proposer must disclose with their response the name of any company owner, officer, director, agent or representative who is also an employee of the School Board or their immediate family which owns any interest of any amount in the Proposer's company, partnership, or agency.
12. **CONTACT / LOBBYING.** All questions for additional information regarding this bid **must be directed to the designated Buyer noted on page one.** Prospective Proposers, employees, agents or representative shall not contact nor lobby any member of the Seminole County School Board, Superintendent, members of the Evaluation Committee, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website. Any such contact shall be cause for disqualification and rejection of your proposal.
13. **CONTINGENT FEE PROHIBITED.** The Proposer warrants that they have not employed or retained any third party other than the Proposer's employee or agent to solicit or secure an award hereunder and that they will not paid a fee, commission, percentage, gift or other consideration to a third party upon or resulting from the award hereunder. Violation shall constitute a breach of contract and termination of agreement and a deduction from any outstanding obligations for the full amount of the fee, commission, percentage, gift or consideration paid.
14. **LIQUIDATED DAMAGES RECOVERY.** The Proposer agrees to the use of Liquidated Damages Recovery in the event Proposer fails to perform in accordance with the provisions herein. On the occasion where the Proposer has been found to be in default of contract, or any material provision thereof, or fails to remedy any deficiency in performance, SBSC may procure the necessary supplies or services from an alternative source and hold the Proposer financially responsible for any excess costs incurred. The difference between the bid price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the Proposer. In addition, default will result in termination of contract and a prohibition against future business with SBSC for a term of not less than two years.
15. **SUB-CONTRACTORS.** The Proposer is responsible for performance and meeting all specifications and for the performance of any sub-contractors used in conjunction with an award hereunder. The Proposer must disclose the name(s) of any sub-contractor(s) used to satisfy performance herein and insure that the sub-contractors are qualified, insured, and that sub-contractors employees has security clearance and meets all requirements set forth herein.
16. **BID OPENING AND FORM.** Bid openings will be public on the date and time specified on the Proposer's Acknowledgment form. All Bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. It is the Proposer's sole responsibility to insure their bids are received timely; SBSC is not responsible for late or missed delivery by third party delivery services. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only, details concerning pricing or the offering will not be announced. All bids submitted shall become public record upon an announcement of a recommended award or ten days after the due date whichever occurs first.

17. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST.** Bid Tabulations with award recommendations are posted to the Purchasing and Distribution Services' website at "<http://www.scps.k12.fl.us/purchasing/CompetitiveSolicitations.aspx>". Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules. Bid tabulations or recommendations are available through website and notices will not be mailed. SBSC Policy # 7.71 Resolution of Bid Protest may be found online at www.scps.k12.fl.us.
18. **FLORIDA PREFERENCE.** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. All Proposers must complete and submit Attachment – 2 with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.
19. **BID PREPARATION COSTS.** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.
20. **AGREEMENT FORM.** For Invitations to Bid (ITB) for products only, this documents including all terms and conditions contained herein, and the Proposers response there to shall constitute the agreement of the parties. For services or where there is a subsequent agreement as a result of an award hereunder, such agreement shall incorporate all terms, conditions and specifications contained herein, and in response thereto, unless mutually amended in writing. All awards hereunder shall be issued a confirming Purchase order in confirmation to any award under this solicitation.

IV. SPECIAL CONDITIONS

1. **TERM.** This bid will be effective for 36 months effective March 1, 2015, or Board Approval whichever is later. The School Board of Seminole County Florida reserves the right to cancel this contract by giving 30 days notice of cancelation before the end of any fiscal year that falls within the term of this contract. The terms and conditions of this Bid or any portion thereof may upon mutual agreement of the parties be extended for an additional 24 month term or for additional quantities.
2. **SUBSTITUTIONS.** Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and is not available from either the Contractor's or the manufacturer's inventory then the Contractor must provide written notification from the manufacturer that the item has been discontinued. The Contractor must file a written request with the Buyer and be granted approval to substitute. Requests to substitute shall be accompanied by complete specifications for the proposed substitute and a sample may be requested.
3. **NEW MANUFACTURE.** The items Bid must be new and currently manufactured model of the best quality and highest grade workmanship, carry the manufacture's standard warranty as a minimum, and be equal to the specifications stated herein. Unless stated otherwise, used, remanufactured, refurbished, or reconditioned products are unacceptable.
4. **INSURANCE COVERAGE.** The Proposer shall procure and maintain the following described insurance, except for coverage specifically waived by the SBSC, on policies and with insurers acceptable to the SBSC. Each insurer providing the insurance coverage shall have a rating of not less than "A" in the current edition of Best's Insurance Report Property-Casualty published by A.M. Best Company.

These insurance requirements shall not limit the liability of the Contractor. The SBSC does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation, the Contractor's insurance policies shall be endorsed to the School Board of Seminole County, Florida as an additional insured to the extent of the SBSC's interest arising from this agreement or contract.

Except for worker's compensation, the Contractor waives the right of recovery against the SBSC, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed and may be disapproved by the SBSC. They shall be reduced or eliminated at the option of the SBSC. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of Contractor or any other insurance of the Contractor shall be considered primary, and the insurance of the SBSC shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the SBSC, Insurance, Certificates of Insurance and any additional insurance provisions of this agreement or contract.

A. Worker's Compensation Coverage: The Contractor shall purchase and maintain worker's compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$1,000,000 per each accident and \$100,000 per each employee \$500,000 policy limit for disease. The Contractor shall also purchase any other coverage required by law for the benefit of employees.

B. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE: The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation Coverage section) and the total amount of coverage required.

1) **Commercial General Liability Coverage – Occurrence Form Required:**

a. **Coverage A** shall include bodily injury and property damage liability for premises, operations, products, and completed operations, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x, c, u) exposures.

b. **Coverage B** shall include personal injury.

c. **Coverage C**, medical payments, is not required.

2) **Business Auto Liability Coverage** is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

a. **Excess Or Umbrella Liability Coverage:** Umbrella Liability Insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage.

C. EVIDENCE/CERTIFICATES OF INSURANCE: Required insurance shall be documented in Certificates of Insurance which provide that SCPS shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. New Certificates of Insurance are to be provided to the SBSC at least 15 days prior to coverage renewals. If requested by the SBSC, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements. For Commercial General Liability coverage, the Contractor shall, at the option of the SBSC, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. Receipt of certificates or other documentation of insurance of policies or copies of policies by the SBSC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

5. **PROPOSER'S PROPERTY.** The School Board of Seminole County shall have no liability or obligation for any loss of, or damage to, any property owned or leased by or rented to the Proposer, or for the theft of any property.

6. **QUANTITIES / VOLUME OF BUSINESS.** Estimated 200,000 gallons per year.

7. **PRE-BID MEETING.** There will be a non-mandatory pre-bid meeting January 29, 2015 at the Educational Service Center, 400 E. Lake Mary Blvd., Sanford, FL. This meeting will take place at 1:00 PM, in room #108.

V. SCOPE OF WORK

1. **PRICING.** Propane pricing is to be priced per gallon on a strictly pass through basis, using the average price of propane for all companies at Hattiesburg average, as reported by the Butane-Propane News (BPN) Weekly Newsletter, Propane Prices updated column, most recent edition, plus a fixed mark-up per gallon. The fixed mark-up must include the Proposer's profit margin, all on-site delivery and dispensing costs, transportation expenses, use of delivery equipment, personnel, administration, processing, surcharges, road

taxes and fees. The Hattiesburg average published price will be the uniform standard basis for prices under this contract regardless of where the propane is obtained by the awardee.

In the event that the SBSC exercises the right to purchase propane gas in prearranged or fixed quantities at a market advantageous time period or an advantageous price, delivered over an extended period of time, the Hattiesburg average published price remains the uniform standard.

The unit price per gallon mark-up above the BPN pass-through published price of propane remains fixed throughout the term of the contract, including any potential renewals, extension periods, or prearranged fixed quantities. The mark-up shall be a uniform price per gallon regardless of the delivery location.

The SBSC reserves the right, based upon mutual agreement with the Awardee, to substitute an alternate method for price adjustment for a specified negotiated period of time if:

- A. An interruption in the BPN Weekly newsletter beyond the exiting holidays (Independence Day, Christmas and the like)
- B. The listing of prices for the BPN Propane Prices Column are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price
- C. The use of the BPN Propane Prices Column computation becomes non-representative of the market
- D. The Awardee provides clear and convincing proof that market conditions unrelated to the BPN Propane Prices Column have materially altered from those that existed at the time of award or the renewal of the contract. Such proof may consist of contracts with suppliers, invoices, published pricing and so on.
- E. Regardless, the sale of propane fuel, under this contract, will remain on a pass-through basis even if an alternative method of price adjustment for a specific time period has been approved.

2. **DELIVERIES.** Mobile fueling operations shall be required daily, Monday through Friday, with exceptions of no student attendance days, and days the school system is closed. This shall be coordinated with the Transportation Supervisor. All deliveries must be completed by 4:00 am. There may be instances where weekend refueling may be required, if requested by the Transportation Supervisor. It is expected that a set schedule for delivery times will become regularized with the Transportation Supervisor assigned. If the delivery cannot be made, due to any delay, the carrier must advise the SBSC within two (2) hours of the scheduled delivery day in order for the Transportation Supervisor to make appropriate arrangements to reschedule bus routes and transfer rolling stock.

Awardee may use their own in-house carriers or independent contractors hired by the awardee for the delivery and dispensing of Propane. Regardless, whether the carriers are employees or independent contractors, all Federal, State of Florida, County and local laws, ordinances, rules and regulations that, in any manner, affect the terms of this Bid apply. A carrier's lack of knowledge of such laws, ordinances, rules and regulations is not cause for relief from the Awardee's responsibility.

Equipment used in the delivery and dispensing of propane must also be in compliance with all Federal, State of Florida, county and local laws, ordinances, rules and regulations.

3. **PAYMENTS AND INVOICING.** The SBSC shall issue a blanket purchase order to cover payment of invoices. In order to best facilitate this, the following applies:
 - A. The Invoice must include the Purchase Order number.
 - B. Delivery tickets must match each line of the invoice. Because of the large number of delivery tickets, invoicing may be sent electronically after each delivery date. The distribution of the propane-fueled buses may vary as the school year's student transportation and maintenance are adjusted periodically.

VI. SPECIFICATIONS

1. The awardee shall be responsible for the propane fueling needs of the SBSC's new fleet of 48 Thomas Type C school buses, each with 70 gallon tanks. Each bus averages about 90 - 100 miles daily and have a fuel efficiency of 4-5 miles per gallon. This represents about 1,000-1,200 gallons usage per day. The District anticipates placing half of this fleet at the Main Transportation hub located in Winter Springs, Florida, and the other half at the Transportation facility located in Sanford, Florida.
2. Propane fuel must be HD5 and meet any additional vehicle's manufacturer's specifications for autogas vehicles.

3. Propane mobile fueling shall take place at, or nearly after, the normal daily afternoon shift busing students, during the night, or early morning hours, in order to minimize interruption of bus service for the students. All fueling must be completed by 4:00 am. This schedule will be discussed with the Transportation Supervisor after bid award. Where possible, daily fueling operations may be consolidated into fewer days for efficiency or scheduled at different times for flexibility. Awardee must be capable of filling buses at both locations, as well as fueling off-site in the event a bus is in an area that has no accessible propane stations. Fueling off-site would only happen in the case of an exceptional or emergency situation.
4. Propane fueling vehicles shall be equipped with a State of Florida "sealed-approved-inspected" meter capable of providing a metered delivery ticket for each bus fueled. The delivery ticket shall indicate the date of fueling, bus number, gallons dispensed, daily unit price per gallon, contract mark-up per gallon, and the total cost of the propane fill-up. Propane fuel will be delivered and dispensed in accordance with the applicable Federal, State of Florida and any local environmental regulations up to and including standards established by the Occupational Safety and Health Administration and NFPA 58.
5. Awardee's carriers of propane fueling vehicles shall be trained in proper delivery procedures.
6. Fueling operations may be reduced during certain times when schools are not in session, or when schools are on a reduced operating or summer schedule. The school calendar may vary slightly from year to year, but will often include nearly all of the Federal holidays, Teacher planning days, Summer breaks, Winter breaks and Spring breaks.
7. During the summer, prior to school re-opening in August, the buses are used for "dry runs" to observe timing and scheduling issues. Propane fueling may be modified to accommodate this schedule.
8. The SBSC shall also consider an option for a minimum of one (1) 1,000-gallon dual filling station at each site. The SBSC shall be responsible for providing the electrical connection for these stations.
9. It is the goal of the SBSC to, ultimately, have an adequate permanent refueling site on each of these two (2) premises.

VII. SUBMITTAL REQUIREMENTS. The Proposer shall provide one original, one copy and one electronic version of their response. The Proposer shall include as a minimum with their response:

1. ****Invitation to Bid & Proposer's Acknowledgment.** (Page 1) Signed by an authorized representative of the Proposer.
2. ****Price Schedule (Attachment –1)** Signed by the Proposer.
3. ****Drug Free Workplace Certification (Attachment - 2)**
4. ****References (Attachment – 3)**
5. An electronic version of their response on either a thumb drive, CD or DVD.
6. Evidence of Insurability.
7. Addenda if applicable. (Signed by the Proposer)

****MAKE SURE ALL DOCUMENTATION IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER. FAILURE TO COMPLY WILL RESULT IN DISQUALIFICATION ON THE GROUNDS OF NON-RESPONSIVENESS TO THE REQUIREMENTS OF THE BID.**

See Addendum # 1

ATTACHMENT - 1
ITB# 14150068B-RC

PRICE SCHEDULE

Estimated annual fuel usage: 200,000 gallons

- 1. Propane Mobile Refueling mark-up over Hattiesburg average \$ _____ per gallon
- 2. Optional 1,000 gallon dual-fill skid fueling stations (please fill in whichever is applicable):

The SBSC shall provide all electrical connections. All prices to include delivery.

- a. Rental price per gallon mark-up \$ _____ per gallon
- b. Straight lease price not tied in to usage \$ _____
- c. Purchase price \$ _____
- d. Maximum number of skid units legally allowed on premise: _____ 1000 gallon tanks
- e. Other options:

Proposer's Signature: _____ Printed Name/Title: _____

Company Name: _____

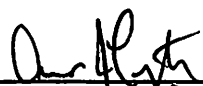
DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Proposer's Signature:  Printed Name/Title: Andrew Peyton V.P.
Company Name: AmeriGas Propane, L.P.

Weekly Propane Newsletter

Volume 47, Number 27

July 3, 2017

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- Pinnacle Midstream Constructing Cryogenic Gas Processing Plant
- Small Business Defends 2 For 1 Executive Order on Regulations

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- Onco to Expand Infrastructure to Serve Oklahoma's STACK Play
- U.S. Secretary of Energy Statement On Exports to Netherlands, Poland

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- Supportive U.S. Inventory Data Fails to Arrest Oil Complex Slide

Principal Averages

Mont Belvieu	64.855
Kearney	61.016
Conway	59.780
Los Angeles	73.750
Selkirk	75.416
Apex	66.661
Hattiesburg	61.305

All postings reflect rack price only and do not include other fees, assessments, or taxes.

Weekly Propane Newsletter
 John Needham, Editor
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Propane Spots Gain, Oil Futures Move Higher

Spot propane prices Thursday reversed their recent retreat and posted gains compared to the Monday email Update. Trading at the Mont Belvieu markets moved up 2.375 and 2.5 cents, while Conway, Kan. added 0.625 cents over the week. Monday saw prices weaken at both hubs, with Belvieu giving up 1.25 and 1.375 cents and Conway shedding 0.625 cents compared to the previous reporting period. Meanwhile, crude oil futures prices were at a two-week high and were extending a rally into a sixth-straight session after a decline was reported for U.S. production. Data released Wednesday by the Energy Information Administration (EIA) showed output faded by 100,000 bbl to 9.3 MMbbl the week ended June 23. While market watchers noted the shortfall was the steepest in nearly a year and acted to buoy prices, they added that the decline likely was due to temporary shutdowns in the Gulf of Mexico because of Tropical Storm Cindy and maintenance in Alaska.

Mont Belvieu non-LST propane was trading at 58.50-59.25 cents/gal. mid-morning Thursday, higher by 2.375 cents for buyers and 2.25 cents for sellers from Monday. Low and high deals were posted at 58.25 and 58.50 cents. LST spots were at 59.00-59.875 cents/gal. for gains of 2.5 cents for buyers and 2.625 cents for sellers. Low and high trades were reported at 58.50 and 58.75 cents.

The Conway bid and offer mid-morning stood at 54.25-55.25 cents/gal., stronger by 0.625 cents for buyers and 1.25 cents for sellers compared to Monday. Low and high deals were on the board at 54.25 and 55.00 cents as of mid-morning.

Elsewhere, crude oil prices continued to push higher Thursday after threatening to breach the \$40/bbl floor earlier in the month. August West Texas Intermediate (WTI) added 36 cents, or 0.8%, on NYMEX and climbed to \$45.10/bbl. Brent crude for August delivery rose 30 cents, or 0.6%, to \$47.61/bbl on London's ICE Futures exchange. Analysts said WTI and Brent had cut their steep losses in the week-long run-up. At the same time, EIA Wednesday reported an unexpected 100,000-bbl build for U.S. crude oil stocks the week ended June 23. Analysts had called for a draw in the area of 2.4 MMbbl. A day earlier the American Petroleum Institute released data that showed domestic stockpiles grew by 851,000 bbl over the week. WTI trading briefly eased to \$43.76/bbl, off from \$44.25, before rebounding.

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Weekly Propane Newsletter

Volume 48, Number 10

March 5, 2018

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- ONEOK to Invest \$2.3 Billion For Additional Infrastructure

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- Canadian Propane Inventories Tumble 43.4% in January

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- Outdoor Gas Fire Pit Recalled, Fire and Burn Hazards Cited
- ITA Reports 3rd Consecutive Year Of Record-Breaking Forklift Sales
- Honeywell Providing Fractionation Plant to MarkWest Energy Partners

Principal Averages

Mont Belvieu	101.793
Kearney	74.192
Conway	71.800
Los Angeles	115.500
Selkirk	115.560
Apex	85.903
Hattiesburg	82.100

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Mont Belvieu Spot Market Tanks; Double-Digit Losses

It's like somebody pulled a lever, a hangman's trap snapped open, and spot propane prices plummeted. Falling demand and slow movements of product in the field aside, Mont Belvieu market prices nosedived by a jaw-dropping 19.50 and 27.625 cents Thursday compared to the Monday email Update. Spots at Conway, Kan, also fell steeply, but by a more moderate 8.25 cents/gal.

The Energy Information Administration (EIA) reported Wednesday that propane demand the week ended Feb. 23 retreated a sharp 600,000 bbl/d, even as exports ramped up 182,000 bbl/d week on week to 961,000 bbl/d. Meanwhile, March's arrival didn't automatically signal winter was over. Weather forecasters were calling for a nor'easter to become a bomb cyclone along the Atlantic coast, likely to cause high winds, coastal flooding, and heavy snow in the Northeast. At the same time, weather in the Southeast was predicted to turn cold as soaking rain and heavy thunderstorms rolled through the region.

Mont Belvieu non-LST propane was trading at 75.00-75.50 cents/gal. mid-morning Thursday, down an eye-opening 27.625 cents for buyers and 29.25 cents for sellers compared to Monday. Low and high deals were posted at a wide 63.125 and 77.75 cents. LST spots, even at that same 75.00-75.50 cents/gal., gave up 19.50 cents for buyers and 21 cents for sellers between the two reporting periods. Low and high trades were reported at 74.25 and 77.75 cents. Trading for non-LST Wednesday saw the bid and offer at 88.00-92.50 cents/gal., while LST deals were getting done at 78.00-81.00 cents/gal.

The Group 140 (Conway) bid and offer Thursday were at 63.375-64.25 cents/gal., lower by 8.25 cents for buyers and 8.5 cents for sellers from Monday. Low and high deals were on the board as of mid-morning at 63.50 and 64.50 cents. A day earlier the bid and offer were at 64.25-68.00 cents/gal.

Elsewhere, crude oil futures fell Wednesday, ending a five-session winning streak for West Texas Intermediate (WTI). April WTI lost \$1.37 and settled at \$61.64/bbl on NYMEX. April Brent crude shed 85 cents and ended at \$65.78/bbl on the ICE Futures Europe exchange. Oil prices extended their losses Thursday. WTI retreated 97 cents to \$60.68/bbl, while Brent faded \$1.10 to \$63.65/bbl.

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Sebastian River High School Parking Lot Lighting Bid Analysis

Sebastian River High School Parking Lot Lighting Project	
Hurricane Irma Damage- Replace Lighting	
Notice of Request for Quote March 6 th 2018	
Site Visit- March 12 th 2018	
Quotes Returned No Later Than April 2,2018	
Approved Vendors on Bid RFP 2016-09 3/20/2018	Base Proposal
Complete Electric	\$94,280.00
Paragon Electric	\$115,069.00
Gerelcom Electric	\$160,782.00
Bismark Electric	\$0

Notice of RFQ issued on March 6th, 2018

Invited Bidders:

Bismark Electrical Services Inc.
Complete Electrical Inc.
Gerelcom Inc.
Paragon Electric Inc.

Site Meeting Conducted on March 12th, 2018

Quotes returned on April 2nd, 2018

Complete Electric Inc. - \$94,280.00
Paragon Electric Inc. - \$115,069.00
Gerelcom Inc. - \$160,782.00
Bismark Electrical Services Inc. – Non-Responsive

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

THIS AGREEMENT, entered into this 24th day of April 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 **Complete Electric Inc.** (Legal Name of Contracting Party/Organization) hereinafter referred to as the "**CONTRACTOR**", is as follows:

1. SCOPE OF WORK

Nature of Contracted Services: **Sebastian River High School Parking Lot Lighting Replacement**

Nature of Contracted Services: **Supply and install a complete electrical and lighting system per OCI Associates plans and specifications dated 12/21/2017 as outlined in the proposal and scope of work in Notice of Request for Quote dated March 6th 2018.**

Anticipated Outcome of Contracted Services: **Work must commence on May 25th 2018 and be completed no later than August 3rd, 2018. Supply and install a complete electrical and lighting system per OCI Associates plans and specifications dated 12/21/2017 as outlined in the proposal and scope of work in Notice of Request for Quote dated March 6th 2018**

Location of Contracted Service: **9001 90th Avenue Sebastian, FL. 32958**

Date(s)/Hours of Service: **Project to commence on May 25th 2018 and be completed by August 3rd 2018. Project will occur during summer break, hours of operation as needed to complete the project.**

2. TERM OF AGREEMENT -

The **Contractor** shall commence performance of the Agreement on the 25th day of May 2018, and shall complete performance to the satisfaction of the Superintendent no later than the August 3rd day of 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 **\$ 94,280.00** which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted

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

4. PAYMENT SCHEDULE

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

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

5. REGULATIONS & ORDINANCES

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

6. GOVERNING LAW; VENUE

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

7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

8. DUTY TO DEFEND

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

9. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation.

Upon cancellation hereunder, the **School Board** of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The **School Board** of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract. The **School Board** of Indian River County shall only be required to pay to the **Contractor** that amount of the contract actually performed to the effective date of termination.

10. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

11. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

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

12. PATENTS, COPYRIGHTS AND ROYALTIES

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

13. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board** Policies as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration for services, **Contractor** and all of its employees who provide or may provide services under this Contract will

complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and **School Board** Policies prior to providing services to The **School Board** of Indian River County.

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

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

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

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

14. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

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

15. COMPLIANCE WITH BOARD POLICIES

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

16. ASSIGNMENT

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

17. DEBARMENT

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

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

18. DAVIS-BACON ACT LABOR STANDARDS

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

19. CONDUCT WHILE ON SCHOOL PROPERTY

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

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

20. NO WAIVER

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

21. NON-DISCRIMINATION

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, or national or ethnic origin.

22. NO TAXES

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

23. WRITTEN NOTICE DELIVERY

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

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

Contractor/Vendor Complete Electric Inc.
Contact's Name/Title Attn: Chris Loftus
Address: **637 Sebastian Blvd. Sebastian, FL 32958**

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

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

With a copy to:

Department **Purchasing Department**
Department Director **Jeff Carver**
Address: **6055 62nd Avenue Vero Beach Florida 32967**

And a copy to:

Department **Physical Plant**
Department Director **Attn: Robert Michael**
Address: **6055 62nd Avenue**
 Vero Beach, FL 32967

24. INSURANCE REQUIREMENTS

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

Contract Number

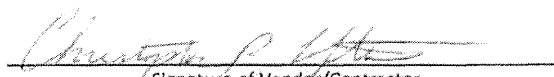
(For Procurement Use Only)

VENDOR/CONTRACTOR

THE SCHOOL BOARD OF INDIAN RIVER COUNTY,
FLORIDA

Complete Electric Inc

Company Name


Signature of Vendor/Contractor

Chris Loftus

Printed Name of Vendor/Contractor

4/11/18
Date

637 Sebastian Blvd.

Address

Sebastian, FL 32958

772-388-0533/772-388-2411

TELEPHONE / FAX NUMBER


Chris.Loftus@completeelectricinc.com

CONTACT EMAIL ADDRESS

FEIN (BUSINESS) 650783704

SSH (INDIVIDUAL) _____

The School Board of Indian River County, Florida


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

Shawn Frost

Printed Name of Chairman, School Board of Indian River County, FL

4/24/2018
Date

6500 57th Street

Address

Vero Beach, FL 32967

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Sebastian River High School Flooring Bid Analysis

Bid Order	SRHS Weight Rm/Exercise Rm	Estimate
1	Interior Flooring Solutions	\$55,744.68
2	Acousti-Engineering	\$62,300.00
3	Hudson Everly	\$64,458.00
4	Anthony's Flooring Design's	Non-Response

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

THIS AGREEMENT, entered into this 24th day of April 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 **Interior Flooring Solutions Inc.** (Legal Name of Contracting Party/Organization) hereinafter referred to as the "**CONTRACTOR**", is as follows:

1. SCOPE OF WORK

Nature of Contracted Services: **Flooring Project at Sebastian River High School Weight Room and Exercise Room.**

Nature of Contracted Services: Supply and install 2,800 square feet of Nora Rubber Flooring in the Weight Room and Exercise Room at Sebastian River High School, removal of old flooring, floor preparation, moisture testing, EPA Schonox moisture mitigation system, base, adhesive, clean-up of area where work is undertaken, provide dumpster as outlined in the proposal and scope of work.

Anticipated Outcome of Contracted Services: Supply and install 2,800 square feet of Nora Rubber Flooring in the Weight Room and Exercise Room at Sebastian River High School, removal of old flooring, floor preparation, moisture testing, EPA Schonox moisture mitigation system, base, adhesive, clean-up of area where work is undertaken, provide dumpster as outlined in the proposal and scope of work.

Work to commence on May 25th 2018 and be completed no later than July 5th, 2018.

Location of Contracted Service: **9001 90TH Avenue Sebastian, Fl. 32958**

Date(s)/Hours of Service: **Project to Commence on May 25th 2018 and be completed by July 5th 2018. Project will occur during summer break, hours of operation as needed to complete the project.**

2. TERM OF AGREEMENT -

The **Contractor** shall commence performance of the Agreement on the 25th day of May 2018, and shall complete performance to the satisfaction of the Superintendent no later than the July 5th day of 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 **\$ 55,744.68** which shall constitute the amount due under this Agreement.

Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

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

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

5. REGULATIONS & ORDINANCES

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

6. GOVERNING LAW; VENUE

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

7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

8. DUTY TO DEFEND

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

9. CANCELLATION / TERMINATION

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

10. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

11. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

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

12. PATENTS, COPYRIGHTS AND ROYALTIES

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

13. BACKGROUND SCREENING REQUIREMENTS

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

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

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

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

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

14. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

15. COMPLIANCE WITH BOARD POLICIES

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

16. ASSIGNMENT

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

17. DEBARMENT

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

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

18. DAVIS-BACON ACT LABOR STANDARDS

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

19. CONDUCT WHILE ON SCHOOL PROPERTY

The **Contractor** acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** Policies and subject to the administrator of designee. It will be considered a breach of this Agreement

for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

20. NO WAIVER

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

21. NON-DISCRIMINATION

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, or national or ethnic origin.

22. NO TAXES

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

23. WRITTEN NOTICE DELIVERY

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

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

Contractor/Vendor	<u>Interior Flooring Solutions Inc.</u>
Contact's Name/Title	Attn: <u>Steve Demarzo</u>
Address:	290 N. Wickham Rd. Melbourne, FL. 32935

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

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

With a copy to:

Department	Purchasing Department
Department Director	<u>Jeff Carver</u>
Address:	<u>6055 62nd Avenue Vero Beach Florida 32967</u>

And a copy to:

Department	<u>Physical Plant</u>
Department Director	Attn: Robert Michael
Address:	<u>6055 62nd Avenue</u> <u>Vero Beach, FL 32967</u>

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

Interior Flooring Solutions Inc.
Company Name

Signature of Vendor/Contractor

Steve Demarzo
Printed Name of Vendor/Contractor

4-12-18
Date

290 N. Wickham Rd.
Address

Melbourne, Fl. 32935

321-242-1030
TELEPHONE / FAX NUMBER

steve@intfloors.com

CONTACT EMAIL ADDRESS

FEIN (BUSINESS) 59-3646503

SS# (INDIVIDUAL) _____

The School Board of Indian River County, Florida


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

Shawn Frost
Printed Name of Chairman, School Board of Indian River County, FL

4/24/2018
Date

6500 57th Street
Address

Vero Beach, FL 32967

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Vero Beach High Flooring Bid Analysis

Bid Order	VBHS Weight Room	Estimate
1	Hudson Everly	\$61,568.00
2	Acousti-Engineering	\$62,180.00
3	Anthony's Flooring Design's	\$66,033.40
4	Interior Flooring Solutions	\$66,735.45

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

THIS AGREEMENT, entered into this 24th day of April 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 Hudson-Everly Inc. (Legal Name of Contracting Party/Organization) hereinafter referred to as the "**CONTRACTOR**", is as follows:

1. SCOPE OF WORK

Nature of Contracted Services: **Flooring Project at Vero Beach High School Weight Room**

Nature of Contracted Services: **Supply and install 3,377 square feet of Nora Rubber Flooring, removal of old flooring, floor preparation, moisture testing, EPA Schonox moisture mitigation system, base, adhesive and laser logo, clean-up of area where work is undertaken, provide dumpster as outlined in the proposal and scope of work.**

Anticipated Outcome of Contracted Services: **Supply and install 3,377 square feet of Nora Rubber Flooring, removal of old flooring, floor preparation, moisture testing, EPA Schonox moisture mitigation system, base, adhesive and laser logo, clean-up of area where work is undertaken, provide dumpster, Work to commence on May 25th 2018 and be completed no later than July 5th, 2018.**

Location of Contracted Service: **1707 16th Street Vero Beach, Fl. 32960**

Date(s)/Hours of Service: **Project to Commence on May 25th 2018 and be completed by July 5th 2018. Project will occur during summer break, hours of operation as needed to complete the project.**

2. TERM OF AGREEMENT -

The **Contractor** shall commence performance of the Agreement on the 25th day of May 2018, and shall complete performance to the satisfaction of the Superintendent no later than the July 5th day of 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 \$ 61,568.00 which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted

Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

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

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

5. REGULATIONS & ORDINANCES

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

6. GOVERNING LAW; VENUE

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

7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

8. DUTY TO DEFEND

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

9. CANCELLATION / TERMINATION

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

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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).

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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 Hudson-Everly Inc.
Contact's Name/Title Attn: Paul Ritten
Address: 2548 Industrial Blvd. Orlando, FL. 32804

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

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

With a copy to:

Department **Purchasing Department**
Department Director Jeff Carver
Address: 6055 62nd Avenue Vero Beach Florida 32967

And a copy to:

Department Physical Plant
Department Director **Attn: Robert Michael**
Address: 6055 62nd Avenue
Vero Beach, FL 32967

24. INSURANCE REQUIREMENTS

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



Contract Number

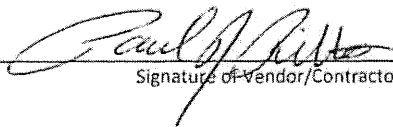
(For Procurement Use Only)

VENDOR/CONTRACTOR

THE SCHOOL BOARD OF INDIAN RIVER COUNTY,
FLORIDA

Hudson-Everly Inc
Company Name

The School Board of Indian River County, Florida


Signature of Vendor/Contractor


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

Paul Ritten
Printed Name of Vendor/Contractor

Shawn Frost
Printed Name of Chairman, School Board of Indian River County, FL

4/11/2018
Date

4/24/2018
Date

2548 Industrial Blvd.
Address

6500 57th Street
Address

Orlando, FL. 32804

Vero Beach, FL 32967

407-296-8770/407-296-8771
TELEPHONE / FAX NUMBER

pritten@hudson-everly.com

CONTACT EMAIL ADDRESS

FEIN (BUSINESS) 371511277

SS# (INDIVIDUAL) 591-03-7999

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Project Title : VBHS - Freshman Learning Center Locker/B

Project Type : Safety, Security, and Environmental

Project ID : 9015HS99021

Planning Zone :

Funding

	Total	Prior FY	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
Land Acquisition								
Planning & Design	\$200,000		\$200,000					
Construction	\$576,736			\$576,736				
Furniture & Equipment								
Other								
Total	\$776,736		\$200,000	\$576,736				
Construction includes Site Development			Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.					

Project Description

Renovation/Remodeling of the Gymnasium Boys and Girls Locker Rooms and Restrooms. Age of Facility/Line of Sight.

Project Status:
Design Start Date : 2016
Construction Start Date : 2018
Scheduled Open Date : 2018

Justification

Health & Safety

Coordination

Project Title : Health & Life Safety

Project Type : Safety, Security, and Environmental

Project ID : 9014DS99001

Planning Zone : County-wide

Funding

	Total	Prior FY	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022
Land Acquisition								
Planning & Design								
Construction	\$10,184,612			\$1,473,531	\$2,982,410	\$2,623,903	\$1,853,930	\$1,250,838
Furniture & Equipment								
Other								
Total	\$10,184,612			\$1,473,531	\$2,982,410	\$2,623,903	\$1,853,930	\$1,250,838
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

FY 2018 INCLUDES:

PIE (Cafeteria Settlement)-\$200,000;

LOCKS(Admin/VBE/TCE/SGM/SSC/VBHS)-\$82,500; IRA (SINGLE POINT OF ENTRY)-\$200,000; SRHS (Band Tower)-\$33,469; H&S D/W-\$957,562

FY 2019 INCLUDES:

GM (Locks)-\$120,000; Oslo (Locks)-\$125,000; Seb Elem(SINGLE POINT OF ENTRY)-\$175,000; SRMS (Locks)-\$125,000; SRMS (SINGLE POINT OF ENTRY)-\$750,000; SRHS (Stadium Repairs)-\$661,222; VBHS (Lock Sys)-\$20,000; H&S D/W-\$1,006,188

FY 2020 INCLUDES:

Dodgertown (Alarms/Cameras)-\$125,000; PIE (SINGLE POINT OF ENTRY)-\$240,000; Storm Grove (Locks)-\$103,550; VBHS (Locks-Upgrade)-\$150,000; VBHS FLC (SINGLE POINT OF ENTRY)-\$750,000; TRANSFER SWITCH D/W-\$250,000; H&S D/W-\$1,005,353

FY 2021 INCLUDES:

Fellsmere (Single Point of Entry) \$893,494; H&S D/W-\$960,436

FY 2022 INCLUDES: H&S D/W-\$1,250,838

Project Status:

On-going

Design Start Date :

Construction Start Date :

Scheduled Open Date :

Justification

Security Enhancements District Priority

Coordination

	A	B	C	D	E	F	G	H	I	J	K	
3	School	Determined Need	Estimated Budget	Code	Note	Total Budgeted Thru 2021-2022	2017 - 2018	2018-2019	2019-2020	2020-2021	2021-2022	
112	Vero Beach Elementary	Playground Shade Cover	\$45,000.00		Over Pre K playground	\$ 45,000.00		\$45,000.00				
113		Fire Alarm System Upgrade of Simplex 4100ES	\$100,000.00			\$ 100,000.00				\$100,000.00		
114		Benches	\$50,000.00			\$ 50,000.00			\$50,000.00			
115	VBHS	(4) Rooftop Morganizers Bld. 1&2	\$298,480.00			\$ 298,480.00	\$298,480.00					
116		Security Door Lock System	\$20,000.00			\$ 20,000.00		\$20,000.00				
117		Locks (Upgrade)	\$150,000.00			\$ 150,000.00			\$150,000.00			
118		Bathroom ADA Modification/Upgrade	\$51,000.00	fac		\$ 51,000.00	\$51,000.00					
119	VBHS - FLC	Locker/Bathroom renovations	\$576,736.00		OK lockers/line of sight	\$ 576,736.00	\$576,736.00					
120		Single Point of Entry	\$750,000.00			\$ 750,000.00			\$750,000.00			
121		FLC Bus Loop Additional Pavement	\$240,000.00			\$ 240,000.00					\$240,000.00	
122		Fire Alarm Upgrade of Simplex 4100U	\$100,000.00			\$ 100,000.00				\$100,000.00		
123		Asphalt Repair/Paint FLC	\$35,000.00		427615	\$ 35,000.00	\$35,000.00					
124		Athletic Field Lighting	\$150,000.00			\$ 150,000.00		\$150,000.00				
125	Wabasso	Hardcourt Resurface	\$100,000.00			\$ 100,000.00	\$100,000.00					
126		Chiller Plant to replace DX Units	\$1,750,000.00			\$ 1,750,000.00				\$1,750,000.00		
127		Fire Alarm Upgrade of Simplex 4020	\$100,000.00			\$ 100,000.00				\$100,000.00		
128		HVAC Renovation	\$391,520.00			\$ 391,520.00	\$391,520.00					
129	TOTAL		\$ 42,713,610.00			\$ 42,713,610.00	\$ 5,498,683.00	\$ 7,575,787.00	\$ 8,709,518.00	\$ 10,580,577.00	\$ 10,350,045.00	
130	RECURRING CAPITAL MAINTENANCE ITEMS											
131	Districtwide	Safety to Health		IFPC, SHEL	Physical Plant	\$5,180,377.00	\$ 957,562.00	\$ 1,006,188.00	\$ 1,005,353.00	\$ 960,436.00	\$ 1,250,838.00	
132	Districtwide	Site Improvements			Physical Plant	\$750,800.00	\$ 130,160.00	\$ 130,160.00	\$ 130,160.00	\$ 130,160.00	\$ 230,160.00	
133	Districtwide	Building Renovations			Physical Plant	\$352,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 232,000.00	
134	Districtwide	Plumbing			Physical Plant	\$150,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	
135	Districtwide	Roofing (Emergency & Roof Remediation)			Physical Plant	\$469,760.00	\$ 174,760.00	\$ 60,000.00	\$ 45,000.00	\$ 45,000.00	\$ 145,000.00	
136	Districtwide	Custodial Equipment			Physical Plant	\$300,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	
137	Districtwide	Electrical			Physical Plant	\$700,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 220,000.00	
138	Districtwide	Carpet to Tile (Flooring)			Physical Plant	\$1,525,000.00	\$ 275,000.00	\$ 350,000.00	\$ 350,000.00	\$ 200,000.00	\$ 350,000.00	
139	Districtwide	Playground Equipment		427611 (PSC Guide)	Physical Plant	\$1,740,953.00	\$ 340,953.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	
140	Districtwide	Consulting			Facilities	\$250,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
141	Districtwide	Waterproofing/Caulking/Painting Exterior			Physical Plant	\$261,000.00	\$ -	\$ -	\$ 261,000.00	\$ -	\$ -	
142	Districtwide	Retention Pond Cleanout		SURWARD Permit	Physical Plant	\$43,000.00	\$ -	\$ -	\$ 43,000.00	\$ -	\$ -	
143	Districtwide	Miscellaneous (Painting/ACT/Keys)			Physical Plant	\$775,000.00	\$ 75,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 250,000.00	
144	Districtwide	Air Conditioning			Physical Plant	\$1,654,176.00	\$ 252,000.00	\$ 252,000.00	\$ 252,000.00	\$ 398,176.00	\$ 500,000.00	
145	TOTAL RECURRING CAPITAL MAINTENANCE ITEMS					\$14,152,066.00	\$ 2,495,435.00	\$ 2,588,348.00	\$ 2,876,513.00	\$ 2,523,772.00	\$ 3,667,998.00	
146												
147	TOTAL FUNDED PROJECT COSTS							\$ 7,994,118.00	\$ 10,164,135.00	\$ 11,586,031.00	\$ 13,104,349.00	\$ 14,018,043.00
148	Total Available Funds							\$ -	\$ -	\$ -	\$ -	\$ -

2016/17 & 2017/18 - Freshman Learning Center Locker/Restroom Renovations Available Budget:

Panel: _____ F501. Budget Query - Acct Year: 2018

L P Prd Acct: FACL DP FND FUNC OBJT PRJ PRG
 X A 10 .21 .7400.6801.010.805
 Summ: _____

FACL.DP.FND.FUNC.OBJT.PRJ.PRG	Budgeted	Available	%Rem
3770.21.377.7400.6801.010.805	168,935.00	168,935.00	100.00
3780.21.378.7400.6801.010.805	576,736.00	576,736.00	100.00
TOTAL	744,771.00	744,771.00	100.00

1=Hlp 3=Exit 4=Prpt 5=Refr 7=Bvd 8=Fwd 11=View 12=Esc
 No additional records. Sys 04/04/2018 13:03:19 SIMONSM
 MW → 04/002

Panel: _____ F501. Budget Query - Acct Year: 2018

L P Prd Acct: FACL DP FND FUNC OBJT PRJ PRG
 X A 08 3770.21.377.7400.6801.010.805
 Summ: _____

FACL.DP.FND.FUNC.OBJT.PRJ.PRG	Budgeted	Available	%Rem
3770.21.377.7400.6801.010.805	168,935.00	168,935.00	100.00

FACL 3770 1.5 Millage 16/17

DP 21 FRESHMAN LEARNING CENTER

FND 377 1.5 Millage - 377 16/17

FUNC 7400 FACILITIES ACQ & CONSTRUCTION

OBJT 6801 RENOVATION - CAPITALIZED

PRJ 010 BUILDING RENOVATIONS

PRG 805 Bathroom Renovations

168035.00 Bal

1=Hlp F3=Exit F4=Prpt
 No additi

MW → 14/035

2016/17 & 2017/18 - Freshman Learning Center Locker/Restroom Renovations Available Budget:

Panel: _____ F501. Budget Query - Acct Year: 2018

L P Prd Acct: FACL DP FND FUNC OBJT PRJ PRG
 X a 08 3780.21.378.7400.6801.010.805
 Sum: _____

FACL.DP.FND.FUNC.OBJT.PRJ.PRG	Budgeted	Available	%Rem
3780.21.378.7400.6801.010.805	576,736.00	576,736.00	100.00

FACL 3780 1.5 Millage 17-18

DP 21 FRESHMAN LEARNING CENTER

FND 378 1.5 MILLS 17/18 - 378

FUNC 7400 FACILITIES ACQ & CONSTRUCTION

OBJT 6801 RENOVATION - CAPITALIZED

PRJ 010 BUILDING RENOVATIONS

PRG 805 Bathroom Renovations

576736.00 Bal

1=Hlp
No additi

11/017

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**THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
CONTINUING SERVICE CONTRACT FOR ARCHITECTURAL SERVICES
EXHIBIT E**

TASK ASSIGNMENT

I. PURPOSE

This is a Task Assignment to the **Continuing Service Contract for Architectural Services** dated April 24th, 20 18 between the **School Board of Indian River County, Florida** and **Claren Architecture + Design, Inc.** (Consultant), and is hereby made a part thereof. The purpose of this Task Assignment is to specify the required services of the Consultant to provide Architectural Services when and as authorized by the Owner's Project Representative, when deemed necessary.

II. PROJECT/LOCATION

Project Name Vero Beach High School Freshman Learning Center Single Point of Entry.

Performance of services will be for

VBHS Freshman Learning Center located at **1507 19th Street, Vero Beach, Florida 32960.**

III. PROJECT CONSTRUCTION BUDGET

The Project Construction Budget as defined in Article 4.1 is \$ **\$750,000.00.**

IV. METHOD OF COMPENSATION

Architect shall provide to Owner's Project Representative a written proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Services detailed in this Task Assignment. All labor and material costs for each Continuing Service Project shall be complete and detailed, and shall include and identify, without limitation, the number of hours of work by title and responsibility of the workers/professionals performing the services, while adhering to the Unit Labor Rates (Exhibit B) to this Continuing Service Contract.

RFQ # 12-0-2018JC

Firm's Name Claren Architecture + Design, Inc.

A. **Fees.** Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work shall be governed by the terms and conditions of the Contract Documents. For this Continuing Service Project, the Consultant shall be paid a total not-to-exceed fee of seventy-four thousand, seven-hundred and fourteen Dollars (\$74,714.00) payable at the rates set forth in Exhibit B to this Continuing Service Contract and based on the Schedule of Progress Payments listed below. This total-not-to-exceed fee shall include seventy-two thousand, two-hundred and fourteen Dollars (\$72,214.00) for Basic Services and an additional twenty-five hundred Dollars (\$2,500.00) for reimbursable expenses, as set forth in subparagraph B below. At no time shall fees exceed the amount of compensation set forth in this paragraph without a written and executed amendment to this Task Assignment or the Continuing Service Contract.

B. **Schedule of Progress Payments.**

- a. **Task 1-** Schematic Design - \$7,221.40 (10%)
- b. **Task 2-** Design Development- \$14,442.80 (20%)
- c. **Task 3-** Construction Documents- \$28,885.60 (40%)
- d. **Task 4-** Permitting and Bidding- \$3,610.70 (5%)
- e. **Task 5-** Construction Administration- \$14,442.80 (20%)
- f. **Task 6-** Project Closeout- \$3,610.70 (5%)
- g. Reimbursable Expenses- \$2,500.00

C. **Reimbursable Expenses.** Reimbursable Expenses are in addition to compensation for Basic Services and Additional Services, if any, and include expenses incurred by Architect and Architect's employees. The reimbursable dollar amount is a not-to-exceed lump sum dollar allowance to cover printing costs, permitting, investigations, and other costs associated with administering the Continuing Service Project, and for any additional Owner requested design modifications not covered in the Scope of Services set forth in Exhibit A. To the extent that travel expenses constitute a Reimbursable Expense under the Contract, all expenses related to travel, including, without limitation, train tickets, mileage, and airfare, shall be subject to all laws, policies, and guidelines for the State of Florida, and shall be subject to the eligibility requirements and monetary limitations of this Contract. For the purpose of this Contract, the Architect, including, without limitation, its subconsultants, separate consultants, subcontractors, agents, employees or representatives shall be deemed to be limited to the same extent as a School Board employee by the affirmations, laws, regulations, and rules that govern eligibility for travel reimbursement and amount of reimbursement.

V. **SCOPE OF SERVICES**

RFQ # 12-0-2018JC

Firm's Name Claren Architecture + Design, Inc.

Architect's proposal, attached to this Task Assignment as Attachment 1, shall include a detailed Scope of Services specific to this Task Assignment. If the Scope of Services is precisely and correctly detailed in the Architect's proposal, and the parties will rely on that description, then the description of the Scope of Services to be performed contained in the Architect's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

VI. TASKS

Architect's proposal shall include a detailed description of each Task to be completed under this task Assignment. If the Tasks are precisely and correctly detailed in the Architect's proposal, and the parties will rely on that description, then the Tasks to be performed contained in the Architect's attached proposal shall be deemed to be incorporated in this Task Assignment and made a part of this Contract.

VII. ARCHITECT'S PROJECT SCHEDULE

This Task Assignment shall commence upon receipt of a Purchase Order, fully executed Task Assignment, and Notice to Proceed issued by the Owner and shall continue until the Scope of Services is completed in accordance with the Contract Documents and has been accepted by the Owner's Project Representative, and the Owner has approved final payment to Architect. The projected date for completion of services, per the Architect's Project Schedule, is **TBD**. Architect shall maintain the Architect's Project Schedule based on the Schedule Milestones listed in Article 4.2.1 of the Contract, and as agreed-upon by the Architect and the Owner for this Continuing Service Project, which is attached to this Task Assignment as Attachment 1 (Architect's Proposal). If the Architect's Project Schedule is altered due to unforeseen delays, then the Architect shall notify the Owner's Project Representative immediately in writing. Any extension to the Architect's Project Schedule shall be negotiated, agreed-upon, and confirmed by a duly-executed written amendment to the Task Assignment signed by the Architect and the Chief Facilities Officer, or higher authority, on behalf of the Owner. Failure to meet the scheduled completion date for the services to be rendered under this Contract may be grounds for termination for default. The inclusion of a projected or scheduled completion date is not intended to be, nor shall be construed as, an expiration date for this Task Assignment, and the Architect shall be bound by the terms of the Contract and this Task Assignment until satisfactory completion of all required services in accordance with the Contract Documents.

VIII. WARRANTY

In addition to the representations set forth in Article 7 of the Contract, the Architect warrants that the services identified in this Task Assignment will be performed with reasonable care in a diligent and competent manner and in accordance with generally-accepted professional standards. By this warranty, the Architect agrees, and is obligated, to correct any services or deliverables provided that is not in conformance with the Contract Documents. If the Architect cannot correct the non-conformance, the Architect will refund to Owner the amount paid to the Architect for the portion of the services or deliverables that does not conform to this warranty and the Contract Documents. Pursuant to this warranty, the Owner will give the Architect written notice within thirty (30) days after the nonconforming services are performed or, if applicable, the nonconforming deliverables are delivered. The notice will specify and detail the non-conformance and will designate a reasonable amount of time for

the Architect to correct the nonconformance, based on its severity and complexity. The Architect does not warrant, and is not responsible for, any third-party products or services unless such third party is the Architect's subconsultant, separate consultant, subcontractor, agent or affiliate.

IX. ARCHITECT'S PROJECT TEAM MEMBERS

The Architect shall provide the name, title, and responsibility for each of the Architect's and subconsultants', separate consultants' or subcontractors' employees proposed to complete the Scope of Services and Tasks identified in this Task Assignment.

X. REUSE AND REPEATED DESIGN

As per Article 9 of the Contract and Florida Statutes 287.055 (10), the Owner may reuse or repeat the Continuing Service Project, as designed by the Architect under the terms of the Contract. The Owner may pay the Architect a fee according to the Schedule of Reuse Fees listed below.

Schedule of Reuse Fees:

- a. Single Project- \$TBD
- b. Simultaneous Multiple Projects- \$TBD

All personnel listed in this Task Assignment or on the Architect's attached proposal (Attachment 1) must be cleared before entering School Board property, pursuant to Sections 1012.465 and 1012.467, Florida Statutes. The Architect's Project Team Members must cooperate with school personnel to provide suitable identification to demonstrate the prior approval of the Human Resource Department before entering any campus.

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IN WITNESS WHEREOF, the above parties have executed this instrument by their undersigned representatives pursuant to the authority of their governing bodies as of the approval date set forth in this Contract.

Claren Architecture + Design, Inc.

Name of Firm



Signature

STEPHAN CLAREN

Printed Name

3/21/18

Date

6400 Congress Avenue, Suite 2150

Address

Boca Raton, FL 33487

561-961-4884

Telephone Number

N/A

Fax Number

stephan@clarenarchitecture.com

Email Address

47-1126574

FEIN Business

SS# Individual

The School Board of Indian River County FL



Signature of Chairman

Mr. Shawn Frost

Typed/Printed Name of Chairman

4/24/2018

Date

6500 57th Street

Vero Beach, FL 32967

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRJ	PRG	AMOUNT
2019	TBD	21	TBD	TBD	TBD	001	845	\$750,000

Send required insurance certificates to the Purchasing Department.

New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to Accounts Payable Department.

Architect's Contact Name: Claren Architecture + Design, Inc.

Email Address: stephan@clarenarchitect.com

Phone Number: 561-961-4884

Fax Number: _____





Claren Architecture + Design, Inc.

6400 Congress Ave, Suite 2150 Boca Raton, Florida 33487 Ph: 561.961-4884

CLIENT/ARCHITECT AGREEMENT

This agreement is made by and between the Provider of Services and the Client shown on this Proposal for Service.

Provider of Services:

Claren Architecture + Design, Inc.
6400 Congress Ave, Suite 2150
Boca Raton, Florida 33487
stephan@clarenarchitecture.com

Client:

The School Board of Indian River County
6500 57th Street
Vero Beach, FL 32967

1. PROJECT NAME: **Freshman Learning Center – Single Point of Entry/Security**
2. GENERAL DESCRIPTION OF SCOPE:
Visitor entry addition/admin renovation to address single point of entry issues and site security fencing.
3. DETAILS OF SCOPE AND SERVICES: per contract
4. REIMBURSABLE EXPENSES: per contract
5. SERVICE AGREEMENT AMOUNT:

Architect, Structural Engineer & MEP Engineer:	\$ 67,214.00*
Civil & Landscape Design:	<u>\$ 5,000.00</u>
Total:	\$ 72,214.00

*The above fee is based on the DMS Fee Guide, Complexity Group Percentage "C" - Repairs and Renovations for a \$750,000 construction cost.

6. PAYMENT TERMS: per contract

Stephan Claren, AIA, NCARB
President

3-9-2018

Date

Client

Date



Claren Architecture + Design, Inc.

6400 Congress Ave, Suite 2150 Boca Raton, Florida 33487 P: 561-961-4884

Attachment "A"

2018 Hourly Billing Rate Schedule

Principal Architect	\$160.00/hr
Project Manager	\$110.00/hr
Drafting	\$ 85.00/hr
Clerical	\$ 60.00/hr

Approval to Award Invitation to Bid (ITB) #19-0-2018JC to Meeks Plumbing, Inc. for Lift Station Improvements at Citrus Elementary - Mr. Morrison

The purpose and intent of this Invitation to Bid is to secure a firm price for improvements to the Citrus Elementary School sewage lift station based on the recommendations and drawings provided by Masteller & Moler, Inc. The project consists of the replacement of existing pumps with Model AS 0840 D pumps as manufactured by ABS Pumps, installation of new guide rails, a three (3) phase electric panel and raising the station wet well lid to an elevation sufficiently above adjacent grades to minimize any chances for station flooding and/or acceptance of surface runoff during storm events. The cost to the District is \$84,478.

Notice of ITB was placed in the Indian River Press Journal on March 4, 2018 and mailed to twenty-nine (29) vendors in our vendor data base. Bid documents were posted on Onvia DemandStar and the Purchasing Department’s website. Five (5) bids were received by the due date of 2:00 p.m. on April 3, 2018 as follows:

Legend: Primary Award _____

Bidder	Amount Bid
Close Construction, LLC	\$139,253.00
Mack Concrete Industries	\$105,227.00
<u>Meeks Plumbing, Inc.</u>	<u>\$84,478.00</u>
Summit Construction of Vero Beach, LLC	\$151,000.00
Sunshine Land Design, Inc.	\$171,552.48

The Purchasing Department recommends award to Meeks Plumbing, Inc. as the lowest and best responsive and responsible bidder meeting specifications, terms and conditions.

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

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OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)

THIS AGREEMENT is dated and will be effective on the 24TH day of April, 2018, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and Meeks Plumbing Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

LIFT STATION
CITRUS ELEMENTARY SCHOOL
For The School Board of Indian River County
Project No. SDIRC #19-0-2018JC

Lift Station on the Citrus Elementary School campus located in Vero Beach, Florida. The work shall consist of the replacement of existing pumps with Model AS0840 D pumps as manufactured by ABS Pumps, installation of new guide rails and three (3) phase electric panel and raising the station wet well lid to an elevation sufficiently above the adjacent grades to minimize station flooding and/or acceptance of surface runoff during storm events, as well as all other required work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").

ARTICLE 2 – ARCHITECT

The Project has been designed by Masteller & Moler, Inc. who is hereinafter called Architect and who is to act as OWNER's representative. The Architect shall assume all duties and responsibilities and have the rights and authority to act as the Architect as specified in the Contract Documents in connection with completion of the Work and in accordance with the Contract Documents. The Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Architect and so advising the Contractor in writing, at which time the person or organization so designated shall be the Architect for purposes of this Contract.

ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 79 calendar days (or by July 20, 2018) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 14 calendar days (or by August 3, 2018) from the date of Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$250.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion

of the Work. A change in Contract Time may only be authorized by a written Change Order.

- 3.4 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not mobilize, commence Work or store materials or equipment on site until: (1) written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent and; (2) all bonds and Certificates of Insurance have been executed, delivered to and accepted by the Owner and; (3) Contractor has delivered to Owner his as-planned schedule, original job cost estimate, list of Subcontractors and corporate resolution designating his representative.
- 3.5 The Date of Substantial Completion of the Work is the Date certified by the Architect and the Owner when the Work is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for final completion.
- 3.6 The date of Final Completion of the Work is the date certified by the Owner and Architect when the Work is totally complete, to include all items listed on the inspection report following substantial completion inspection, in accordance with the Contract Documents and the Owner may fully occupy and utilize all of the Work for the use for which it is intended.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

The Contractor's price(s) in the Bid Form is in the amount of **\$84,478.00**. The Owner will include a **\$12,672.00** contingency, for a total contract amount of **\$97,150.00**. Any contingency remaining at the closeout or completion of the project will be retained by the Owner.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents, AIA Form G702. Applications for Payment will be approved by Architect, then forwarded to the Owner for payment as provided in the Contract Documents.

- 5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by Architect. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the Contract Documents. The OWNER agrees to make payments within 25 business days providing the CONTRACTOR processes the invoice and delivers same to the Facilities Division Bookkeeping Department as the single agent/point of contact, by the 20th of the preceding month. The OWNER will not withhold payment without proper and adequate justification.

General Requirements

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

90% of Work completed.

0% of materials and equipment not incorporated in the Work.

5.1.2. Upon Substantial Completion payment may be made in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts, as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

5.1.3. When the Architect determines that the Work or designated portion thereof as defined in the Contract Documents is substantially complete, the Architect shall issue a Certification of Substantial Completion which establishes: the date of substantial completion; the "Substantial Completion Punch List", which establishes a single list providing feedback to the Contractor on non-conforming work, or work requiring further quality adjustments and must be developed within 30 calendar days of the date of substantial completion and delivered to Contractor within 5 calendar days thereafter; the date the Contractor will have completed all items on the Substantial Completion Punch List, and such other items as the Architect and Owner deem appropriate. The Certificate of Substantial Completion

shall be executed by the Architect, Contractor and Owner. The Contractor will promptly engage in completing the Substantial Completion Punch List within 10 days of its issuance.

- 5.2. **FINAL PAYMENT.** Final payment of the Contract Sum will be made after the Architect certifies that the Work is complete, Owner's representatives complete their final acceptance report, the School District's Building Official completes the final inspection and a "certificate of occupancy" is issued. . Final Payment to the contractor requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner's Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Contractor to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Contractor until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner's property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Contractor fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor as a condition of final payment and at the Contractor's expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. The one year warranty period for the work will begin upon Final Completion. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.
- 5.3 **CHANGE ORDERS.** No change in the Contract Sum or Time may be made except by a duly authorized and executed written Change Order. If the Change in or addition to the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work). Any such Change Order shall be substantiated by complete itemized statements showing quantities and unit prices for material, labor (including all applicable fringe benefits), equipment, markup for overhead and profit, and other items of cost. Costs of labor (including all applicable fringe benefits) and materials

shall be actual costs to the subcontractor. All duly authorized and executed Change Orders shall become a part of the Contract Documents as described in Article 8.

ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE

- 6.1 The Owner's Project Representative who shall act as OWNER'S PROJECT MANAGER is Michael Sturgis who is a School District employee. The Owner's Project Manager has the authority to approve matters contemplated in this Agreement where the monetary impact is within the Owner approved Contingency.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, laws, rules, regulations, codes, ordinances that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor fully understands the intent and purpose of the project and agrees to maximize Owner's fulfillment and needs.
- 7.2. CONTRACTOR IS AT RISK. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground and Concealed Facilities internal or contiguous to the site and assumes responsibility for the accurate location of said Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said facilities are or will be required of OWNER by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. Only at Owner's discretion will Owner expend funds or resources to the project in the repair, preservation, or reuse of these existing facilities that are outside of the project scope or included in the Contract Documents.
- 7.3. CONTRACTOR has given ARCHITECT written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement consisting of 36 pages.
- 8.2 Performance Bond and Payment Bond in accordance with F.S. 255.01 et. seq. consisting of N/A pages (plus Power of Attorney Forms as applicable).
- 8.3 Notice of Award
- 8.4 General Conditions consisting of (Itemization Attached)
- 8.5 Supplementary Conditions consisting of N/A.
- 8.6 Drawings to be prepared and provided by Masteller & Moler, Inc.
- 8.7 Specifications to be prepared and provided by Masteller & Moler, Inc.
- 8.8 Addenda numbers - to -, inclusive.
- 8.9 CONTRACTOR'S Bid.
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement are not attached hereto, which shall be all Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Contract Documents.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner- Contractor Agreement; Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale

Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

- 8.13 The provisions of this Contract cannot be amended, modified, varied or waived by the Owner or its agents or representatives in any respect except by a Modification approved and executed by the School Board of Indian River County. The Contractor is hereby given notice that no person or entity has authority to orally waive, or to release the Contractor from any of the Contractor's duties or to alter obligations under or arising out of this Contract. Any waiver, approval or consent granted by Modification to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent.

This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

ARTICLE 9 – ARCHITECT

- 9.1 Should errors, omissions, or conflicts in the Drawings, Specifications, or other Contract Documents prepared by the Architect be discovered, the Architect will prepare such amendments or supplementary documents and provide consultation as may be required.
- 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Architect and his consulting engineers shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. Contractor shall not be relieved from any of the obligations of the Contract Documents as a result of the Architect's failure to detect any defective or deficient Work of the Contractor or others working by, through or under the Contractor.
- 9.3 The Architect shall at all times have access to the work wherever it is in preparation or progress. The Contractor shall provide safe facilities for such

access so the Architect may perform his functions under the Contract Documents.

- 9.4 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 9.5 The Architect has the authority to condemn or reject work on behalf of the Owner when, in its opinion, the work does not conform to the requirements of the Contract Documents. Whenever, in the Architect's reasonable opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have the authority to require special inspection or testing of the work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
- 9.6 The Architect will conduct inspections to determine the dates of Substantial Completion and Final Completion, and will issue a final Certificate for Payment. The Architect shall be solely responsible for issuance of Certificates of Substantial and Final Completion.

ARTICLE 10 – MISCELLANEOUS

- 10.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 10.2 If the Contract Documents, laws, rules, regulations or orders of any State or Federal authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner and Architect timely notice of its readiness so they may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. The Contractor shall pay for all utilities required for testing of installed equipment of all of his work and the work of each Subcontractor.
- 10.3 Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's Certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

10.3.1 The Contractor shall deliver the required bonds and proofs of insurance to the Owner prior to the commencement of any Work, and in no event any later than 10 days after the execution of this Agreement.

10.3.2 The Contractor shall, throughout the performance of its services under this Agreement and throughout the term of this Agreement maintain and provide to the Owner the insurance coverages listed in this Article. The insurance policies shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. The Contractor shall provide insurance that may not be reduced, terminated, or cancelled unless 30 days prior written notice thereof is furnished to the Owner. Certificates of insurance and copies of all policies (if required by the Owner) shall be furnished to the Owner within 10 days after the execution of this Agreement. In the event of any cancellation or reduction in insurance coverage, the Contractor shall obtain substitute coverage, without any lapse of coverage whatsoever. The insurance policies shall name the Owner, the Owner's representatives, and the officers, directors, agents, employees and assigns of the Owner as additional insured (except for the professional liability and worker's compensation insurance).

10.3.3 The Owner may, in its sole discretion, procure and pay for the required Builders Risk insurance for the Project. In the event Owner elects to procure and pay for the Builders Risk insurance for the Project, the Contractor shall cooperate with Owner and provide any requested information for the procurement of the Builders Risk insurance.

10.3.4 The insurance required from the Contractor in this Article shall include all major divisions of coverage, and shall be on a commercial general basis including premises and operations (including X-C-U), Independent Contractor Hired Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or others set forth in the Contract Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

10.3.5 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

10.3.6 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operation (including X-C-U as applicable)
2. Independent Contractor's Hired
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractor liability including the provision for Contractor's obligation of indemnification and hold harmless
6. Owned, non-owned and hired motor vehicles
7. Broad Form Property Damage including Completed Operations

10.3.7 The insurance required by this Article shall be written for not less than the following, or greater if required by law.

1. Workers' Compensation:
 - (a) State: As required by Chapter 440, Florida Statutes
 - (b) Applicable Federal (e.g. Longshoremen's Statutory)
 - (c) Employer's Liability: \$500,000.00
2. Commercial General Liability (including Premises Operations; Independent Contractor Hired; Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
 - (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
 - (c) Products and Completed Operations to be maintained for one year after final payment
 - (d) Property Damage Liability Insurance shall provide S, C or U Coverage as applicable
3. Contractual Liability:
 - (a) Bodily Injury:

\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

(b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

4. Personal Injury, \$1,000,000.00 per claimant; with an annual general aggregate per policy of not less than \$2,000,000

5. Commercial Automobile Liability: The State of Florida has no-fault automobile insurance requirements. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.

(a) \$1,000,000.00 per incident or occurrence combined single limit for bodily injury and property damage; with an annual general aggregate per policy of not less than \$2,000,000.

10.3.8 The Contractor shall procure property insurance for any portion of the Work stored off Site or in transit, and the cost for such shall be borne by the Contractor.

10.3.9 Boiler and Machinery Insurance. The Contractor shall purchase and maintain boiler and machinery insurance if applicable to the Contract Documents. This insurance shall remain in full force and effect until final acceptance of the insured items by the Owner.

10.4.0 Performance and Payment Bonds. The Contractor shall furnish bonds covering the faithful performance of the Agreement and payment of any and all obligations arising under the Agreement as required by Florida law. Upon request, the Contractor shall furnish a copy to any person or entity requesting a copy. Such bonds shall be in conformance and compliance with sec. 255.05, Florida Statutes, and shall contain the information and provisions set forth in the referenced section. Pursuant to sec. 255.05, the Contractor shall record the performance and payment bonds in the public records of Indian River County, Florida. The Contractor shall provide the recorded copy of the bonds to the Owner.

10.4.1 Insurance as Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, material suppliers, employees, or

agents to the Owner or others. Any remedy provided to the Owner, or the Owner's officers, employees, agents or assigns, by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

10.4.2 No Waiver by Approval/Disapproval. Neither approval by the Owner nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of its full responsibility to provide the insurance as required by this Agreement.

ARTICLE 11 – TERMINATION OF THE CONTRACT

- 11.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor, which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 11.3. Contractor shall include termination clauses identical to Article 11 in each of his Subcontracts.
- 11.2 The Owner may, upon ten (10) days' written notice to the Contractor and to the Contractor's surety, terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by Contract or otherwise in any one of the following circumstances:
- 11.2.1 if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete the Work within said periods;
 - 11.2.2 if the Contractor is in material default in carrying out any provisions of the Contract;
 - 11.2.3 if the Contractor fails to supply a sufficient number of properly qualified and skilled workers or proper equipment or materials;
 - 11.2.4 if the Contractor fails to make prompt payment to Subcontractors or materialmen or for materials or labor;

- 11.2.5 if the Contractor disregards laws, permits, ordinances, rules, the Lunsford Requirements, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;
 - 11.2.6 if the Contractor violates any provisions of the Contract Documents;
or
 - 11.2.7 if the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Milestone and Completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.
- 11.3 If the Owner terminates the whole or any portion of the Work pursuant to ARTICLE 11, then the Owner shall only be liable to the Contractor for those reasonable costs reimbursable to the Contractor as calculated by Owner in Owner's sole discretion, provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed an appropriate adjustment shall be made reducing the amount of the allowable termination payment to reflect the indicated amount of loss. Contractor shall submit any claim of reimbursable cost, as stated in this paragraph, within 10 days of receipt of Notice of Termination or such claims are waived, released and forever barred. Reasonable costs owed to the Contractor by the Owner may include supplies, services, or property accepted by the Owner. In arriving at any amount due the Contractor, there shall be deducted any claim the Owner may have against the Contractor, amounts determined to be necessary to protect the Owner against loss because of outstanding or potential liens or claims, and the price for any materials, supplies, or other things acquired by the Contractor and not otherwise recovered by or credited to the Owner. The total sum to be paid to the Contractor shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract.
- 11.4 After receipt of a notice of termination from the Owner, the Contractor shall:
- 11.4.1 stop Work under the Contract on the date and to the extent specified in the notice of termination;
 - 11.4.2 place no further order or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
 - 11.4.3 terminate all purchase orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;

- 11.4.4 at the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the subcontracts so terminated, in which case the Owner shall have the right, at his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - 11.4.5 settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts;
 - 11.4.6 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
 - 11.4.7 take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- 11.5 In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

ARTICLE 12 – CONTRACTOR

- 12.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner and Architect any error, inconsistency or omission he may discover in the Contract Documents, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without first possessing approved Shop Drawings, Product Data or Samples for such portion of the Work.
- 12.2 The Contractor and his Subcontractors shall keep at the site of the Work at least one copy of the approved drawings and specifications and shall at all times give the Owner, the Architect, inspectors, as well as other representatives of the Owner access thereto.

- 12.3 The Contractor shall supervise, coordinate and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract.
- 12.4 It shall be the responsibility of the Contractor to coordinate the work, to maintain a progress schedule, and to notify the Owner and the Architect of any changes in the approved progress schedule.
- 12.5 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and sub-Subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- 12.6 The Contractor understands and agrees that the Owner and Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner, and Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 12.7 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Owner and Architect have a reasonable objection.
- 12.8 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. This background screening will be conducted by the School Board in advance of the Contractor or its personnel or subcontractors 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 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.

- 12.9 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all workmanship will be of the best, first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials, workmanship and equipment. The warranties set forth in this paragraph and elsewhere in the Contract Documents shall survive Final Completion of the Work.
- 12.10 If, within one year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor or its Surety shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. The Owner shall give such notice with reasonable promptness after discovery of the condition.
- 12.11 If at any time latent deficiencies in the Work are discovered, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty, up to the time limit of the applicable statute of repose.
- 12.12 If the Contractor fails to correct defective or nonconforming Work as required, or if the Contractor fails to remove defective or nonconforming Work from the site, as required, the Owner may elect to either correct such Work or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale

and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.13 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an as-planned progress schedule for the Work. The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified. If it becomes apparent to the Owner or Architect that the Work will not be completed within required Milestone or Completion dates, the Contractor agrees to undertake some or all of the following actions, at no additional cost to the Owner, in order to ensure that the Contractor will comply with all Milestone and Completion date requirements:

12.13.1 increase manpower, materials, crafts, equipment and facilities to accelerate performance of the Work;

12.13.2 increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing; and

12.13.3 reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

12.14 In undertaking the actions required under paragraph 12.13, Contractor shall prepare a Recovery Schedule and comply with the requirements thereof. If the schedule recovery actions taken by the contractor are not satisfactory, the Owner or Architect may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates (which shall be at Contractor's sole expense), without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.

12.15 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to access,

transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Separate Prime Contractor conditions and schedules, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

ARTICLE 13 - INDEMNIFICATION

- 13.1 The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Agreement shall represent the specific consideration for the CONTRACTOR'S indemnification of the OWNER as is set forth in the General Conditions and Contract Document.
- 13.2 It is the specific intent of the parties hereto that the indemnification below complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 13.3 CONTRACTOR shall indemnify and hold harmless the OWNER, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this construction contract. Regardless of the foregoing the indemnification herein shall be the greater of the CONTRACTORS insurance coverage for such claim or One million dollars, whichever is greater.
- 13.4 The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.

ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM

- 14.1 The Owner shall appoint the Contractor as the Owner's authorized representative with respect to any matter arising out of the purchase orders under this program. The Contractor will cooperate fully with the Owner with respect to the implementation of a tax exempt direct material/equipment purchase program involving the direct purchase of various construction materials, supplies and equipment that is currently part of this Contract. The Owner shall obtain, with the assistance of the Contractor, the proper authorization from the State of Florida in the form of a Technical Assistance Advisement (TAA).

The Owner Direct Purchase Program is attached hereto as **Exhibit "A,"** controls the Direct Purchase Program for the Project. The Direct Purchase Program will be operated in accordance with the following provisions:

- 14.1.(a) The Owner will issue its own purchase orders directly to the third party vendor or supplier of material and equipment purchased under the Direct Purchase Program. The purchase order will be accompanied by the Owner's Exemption Certificate which includes its name, address, and the exemption number with issuance and expiration date.
- 14.1.(b) All material and equipment purchased under the Direct Purchase Program is sold directly to the Owner and is directly invoiced to the Owner and is directly invoiced by the vendor or supplier.
- 14.1.(c) The Owner takes title and possession of all materials and equipment purchased under the Direct Purchase Program from the vendor or seller before they are incorporated into the Project.
- 14.1.(d) The Owner assumes all risk of loss on all material and equipment purchased under the Direct Purchase Program. The Contractor cannot be held liable for damage or loss to the material or equipment.
- 14.1.(e) The Owner is responsible for and pays the premiums on all insurance and/or bonding on materials or equipment purchased under the Direct Purchase Program. The Contractor does not share any economic benefits of proceeds from bond or insurance covering risk of damage or loss of the material or equipment.
- 14.1.(f) The Owner makes direct payment to the third party vendor or seller for all purchases from its own funds or accounts for all purchases under the Direct Purchase Program.

- 14.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Contractor shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a subcontractor's scope of Work, any terms and conditions that the subcontractor deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 14.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Contractor and/or the subcontractor for prices negotiated by the Contractor and/or subcontractor.
- 14.4 The Contractor is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Contractor and the Owner. The system developed by the Contractor shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Contractor shall submit a monthly accounting report of this information with the Contractor's application for payment.
- 14.5 The Contractor shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Contractor remains fully responsible under its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Contractor to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Contractor. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Contractor shall be held accountable for such a delay. The Contractor, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.
- 14.6 The Contractor shall be responsible for all purchases in the same manner as if the Contractor had purchased the items, inclusive of managing the

warranties for the Owner. The Contractor shall cooperate with the Owner and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.

- 14.7 Modification of the Contract Sum will be made by one (1) change order (or additional change orders in the sole discretion of the Owner) prior to final payment unless the Contract period crosses the Owner's fiscal year, in which case, one (1) change order will occur for each fiscal year, one prior to the close of the first year, and the other during the second fiscal year.
- 14.8 The Contractor and its surety hereby agree that the performance bond penal amount shall be unaffected by any direct purchase deductive change order which is made pursuant to this program.
- 14.9 The Contractor agrees that its builder's risk insurance coverage amount shall be unaffected by any direct purchase deductive change order implemented pursuant to this program.
- 14.10 Payment shall be directly made by the Owner to the vendor for any Direct Purchases.
- 14.11 To the extent authorized under Florida law, Owner agrees to indemnify and hold harmless Contractor, its subcontractors and suppliers of and from any claims, liability, or responsibility to the State of Florida for any action the State may take against any of them for the payment of any sales or use taxes as a result of Owner's direct purchase of such materials, supplies or equipment.
- 14.12 The Owner shall have the sole option to require the vendor to include a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and Contractor. The cost of the supply bond shall be included in Contractor's GMP.
- 14.13 The Owner agrees to make payments by the 15th of the month providing the Contractor processes the invoices and delivers same to the Facilities Division by the 20th of the preceding month.
- 14.14 Owner shall not withhold retainage on any payments made to the vendor.

ARTICLE 15 – TERMS

- 15.1 Limitation of Liability. The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.
- 15.2 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.
- 15.3 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 15.4 Entire Agreement. This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.
- 15.5 Binding Effect. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.
- 15.6 Notices. All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given

in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

If to Owner: Facilities Planning & Construction
The School District of Indian River County, Florida
Mr. Nicholas Westenberger
6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5016

Contractor: Meeks Plumbing Inc.
Mr. Kyle Meeks
5555 US Highway 1, Suite 1
Vero Beach, FL 32967
Telephone: 772-569-2285

By giving the other party at least 15 days written notice, each party shall have the right to change its address and specify as its new address any other address in the United States of America.

- 15.7 Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.
- 15.8 Captions. The headings used for the various portions of this Agreement and the Construction Documents are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or the intent of this Agreement, any section of this Agreement, or any section of the Contract Documents.
- 15.9 Severability. In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

- 15.10 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are available under any provision of this Agreement to any party, is in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.
- 15.11 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 15.12 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.
- 15.13 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.
- 15.14 No Construction Against Drafter. Each of the parties have been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.
- 15.15 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective successors, and no other person or entity shall have any right or action under this Agreement.
- 15.16 No Assignments. This Agreement 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 the Contractor, without the prior written consent of the Owner, which consent the Owner may withhold in its sole discretion.
- 15.17 Force Majeure. With regard to the performance under this Agreement, a party shall not be deemed to be in default of this Agreement, or have failed to comply with any term or conditions if, for reasons beyond the parties reasonable control, including without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such time periods, then the time for such

performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible and diligently pursues such performance.

- 15.18 Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Florida. Except for a suit in federal court, Indian River County, Florida shall be the proper place of venue for all suits to enforce this Agreement. Any legal proceeding arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Indian River County, Florida, or if appropriate, the United States District Court for the Southern District of Florida. Notwithstanding any other provision of the Contract Documents, the Owner does not agree to, nor shall the parties; arbitrate in any matter whatsoever any issue arising out of this Agreement, the Contract Documents or the performance thereof. The Owner does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of this Agreement or the Contract Documents.
- 15.19 Waiver of Jury Trial. The parties expressly waive the right to a jury trial.
- 15.20 Dispute Resolution. Prior to initiating any litigation arising out of the Agreement, the parties to submit the dispute to non-binding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees, and the cost of the mediator shall be split between the parties.
- 15.21 Right to Enter this Agreement. Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performances and obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligation under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.
- 15.22 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 or 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.

15.25 Owner Transfer of Interest. If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Contractor arising from this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Contractor.

15.26 Public Entity Crime Information Statement and Debarment – Section 287.133(2)(a) of the Florida Statutes states: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

By signing this Agreement, 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 a five-year period preceding the issuance of RFQ **SDIRC# 19-0-2018JC** been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

- (d) Have not within a five-year period preceding the issuance of RFQ **SDIRC# 19-0-2018JC** had one or more public transactions (federal, state or local) terminated for cause or default.

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

15.28 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

15.29 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.

15.30 Compliance with Federal Grant Requirements. If made applicable by the use of federal grant funds in the Project or any other requirement as set out below, Contractor and its subcontractors shall comply with the following enactments, rules, regulations and orders:

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3).

Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29

CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE 16 - PROJECT SIGNAGE

CONTRACTOR shall furnish and erect 1 signs at the Project site as directed by the PROJECT MANAGER. CONTRACTOR may install signage at the site subject to approval by the PROJECT MANAGER.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ARCHITECT on their behalf.

OWNER: SCHOOL BOARD OF INDIAN RIVER COUNTY

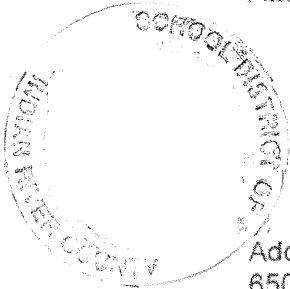
CONTRACTOR: MEEKS PLUMBING, INC.

By Sham Boat
School Board Chairman

By Joe Meeks

Attest: Mary Muley
Superintendent
(SEAL)

Attest: [Signature]
(CORPORATE SEAL)



Address for giving notices
6500 57th Street
Vero Beach, FL 32967

Address for giving notices
5555 US Highway 1, Suite 1
Vero Beach, FL 32967

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

License No. Plumbing CFL 1428569
Utility CUC 1225413

Agent for service of process:

[Signature]
School Dist. Attorney

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

Exhibit A

Owner Direct Material/Equipment Purchase Program

1. The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

Any equipment, materials or supplies directly purchased by the Owner that are included in the Subcontractor's contract shall be referred to as Owner-Purchased Materials and the responsibilities of both Owner and Subcontractor relating to such Owner-Purchased Materials shall be governed by the terms and conditions of the procedures. The Owner will own and hold full title to all Owner-Purchased Materials.

2. Material suppliers shall be selected by the Subcontractor awarded the subcontract.

The Subcontractor has included the price for all construction materials in his bid. Owner Purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

3. Subcontractor shall provide Contractor a list of all intended suppliers, vendors, and material men for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.
4. Upon request from Contractor, and in a timely manner, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Contractor, to specifically identify the materials which Owner had, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:

A. The name, address, telephone number and contact person for the material supplier.

B. Manufacturer or brand, model or specification number of the item.

C. Quantity needed as estimated by the Subcontractor.

- D. The price quoted by the supplier for the materials identified therein.
- E. Any sales tax associated, with such quote.
- F. Delivery dates as established by Subcontractor.

Subcontractor shall include reference to any terms and conditions which have been negotiated with the vendors; i.e., payment terms, warranties, retainage, etc.

Such Purchase Order Requisition Forms are to be submitted to Contractor's designated representative no less than fifteen (15) days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that, such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.

5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owners Purchasing Director or his designated representative shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery dates provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite.
6. In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the Owner, through the Contractor, one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in Subcontractor's bid to Contractor.

7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.
9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Contractor, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Contractor for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Osceola School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.
10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work and instead shall promptly notify the vendor of the defective or non-conforming condition

in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Contractor, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or non-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through the Contractor, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the work.
12. The Subcontractor, as the Owner's agent, shall be responsible for obtaining and managing all warranties and guarantees for all material and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
13. Notwithstanding the transfer of Owner-Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title to any and all Owner-Purchased Materials.
14. The transfer of possession of Owner-Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for the mutual benefit of the Owner and the Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the Owner for the purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. All Owner-Purchased Materials shall be stored at the construction site.
15. The insurance purchased and maintained by the Contractor shall be sufficient to protect against any loss of or damage to Owner-Purchased Equipment, Materials or Supplies. Such insurance shall cover the full value of any Owner-Purchased Materials not yet incorporated into the Project from the time the Owner first takes title. The Owner shall be named as an Additional Insured Party on such policies of insurance. The Owner will bear the costs of all Payment and Performance Bonds and Owner's Insurance

including Builder's Risk Insurance as a reimbursable expense to the Contractor. The Owner as an additional named insured on the Contractor's Builder's Risk Insurance and, in the event of damage or destruction to the Owner-Purchased Materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction.

16. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner-Purchased Materials when such delay is a result of the failure of the Subcontractor's performance.
17. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner-Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon Subcontractor's records of material delivered to the site and any defects in such materials.
18. In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the Owner, through the Contractor, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered, and remitted directly to the supplier. The Subcontractor agrees to assist the Owner to immediately obtain a partial or final release of lien waiver as appropriate.
19. The Owner's direct purchase of equipment, materials or supplies, as provided herein does not relieve the Contractor or any Subcontractor of any obligation required pursuant to the contract or subcontract pertaining to the performance of work, except as to the Owner's obligation to make direct payments to such vendors and may reduce the bonds to the extent permitted by Section 255.05, F.S.

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Approval to Award Invitation to Bid (ITB) #18-0-2018JC to Kerns Construction & Property Management, Inc. for a Single Point of Entry at Indian River Academy - Mr. Morrison

The purpose and intent of this Invitation to Bid is to create a single point of entry into the administrative offices at Indian River Academy as per specifications and drawings provided by Song + Associates Architects.

Notice of ITB was placed in the Indian River Press Journal on February 25, 2018 and mailed to twenty-nine (29) vendors in our vendor data base. Bid documents were posted on Onvia DemandStar and the Purchasing Department's website. Six (6) bids, including one 'No Bid', were received by the due date of 2:00 p.m. on March 22, 2018 as follows:

Legend: Primary Award _____

Bidder	Amount Bid
Bill Bryant & Associates, Inc.	No Bid
Close Construction, LLC	\$169,055.00
<u>Kerns Construction & Property Management, Inc.</u>	<u>\$135,882.00</u>
Pinnacle Construction of the Treasure Coast, LLC	\$152,379.00
Proctor Construction Company, LLC	\$179,666.00
Summit Construction of Vero Beach, LLC	\$137,000.00

The Purchasing Department recommends award to Kerns Construction & Property Management, Inc. as the lowest and best responsive and responsible bidder meeting specifications, terms and conditions.

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

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OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)

THIS AGREEMENT is dated and will be effective on the **24TH day of April, 2018**, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and **Kerns Construction & Property Management Corp.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

SINGLE POINT OF ENTRY **INDIAN RIVER ACADEMY**

For The School Board of Indian River County
Project No. SDIRC #18-0-2018JC

Single Point of Entry on the Indian River Academy School campus located at 500 20th Street SW in Vero Beach, Florida. The Work shall consist of creating a new single point of entry into the administration offices at Indian River Academy, as well as all other required work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").

ARTICLE 2 – ARCHITECT

The Project has been designed by **Song + Associates, Inc.** who is hereinafter called Architect and who is to act as OWNER's representative. The Architect shall assume all duties and responsibilities and have the rights and authority to act as the Architect as specified in the Contract Documents in connection with completion of the Work and in accordance with the Contract Documents. The Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Architect and so advising the Contractor in writing, at which time the person or organization so designated shall be the Architect for purposes of this Contract.

ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 79 calendar days (or by July 20, 2018) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 14 calendar days (or by August 03, 2018) from the date of Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$250.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion

of the Work. A change in Contract Time may only be authorized by a written Change Order.

- 3.4 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not mobilize, commence Work or store materials or equipment on site until: (1) written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent and; (2) all bonds and Certificates of Insurance have been executed, delivered to and accepted by the Owner and; (3) Contractor has delivered to Owner his as-planned schedule, original job cost estimate, list of Subcontractors and corporate resolution designating his representative.
- 3.5 The Date of Substantial Completion of the Work is the Date certified by the Architect and the Owner when the Work is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for final completion.
- 3.6 The date of Final Completion of the Work is the date certified by the Owner and Architect when the Work is totally complete, to include all items listed on the inspection report following substantial completion inspection, in accordance with the Contract Documents and the Owner may fully occupy and utilize all of the Work for the use for which it is intended.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

The Contractor's price(s) in the Bid Form is in the amount of **\$135,882.00**. The Owner will include a **\$20,000.00** contingency, for a total contract amount of **\$155,882.00**. Any contingency remaining at the closeout or completion of the project will be retained by the Owner.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents, AIA Form G702. Applications for Payment will be approved by Architect, then forwarded to the Owner for payment as provided in the Contract Documents.

5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by Architect. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the Contract Documents. The OWNER agrees to make payments within 25 business days providing the CONTRACTOR processes the invoice and delivers same to the Facilities Division Bookkeeping Department as the single agent/point of contact, by the 20th of the preceding month. The OWNER will not withhold payment without proper and adequate justification.

General Requirements

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

90% of Work completed.

0% of materials and equipment not incorporated in the Work.

5.1.2. Upon Substantial Completion payment may be made in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts, as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

5.1.3. When the Architect determines that the Work or designated portion thereof as defined in the Contract Documents is substantially complete, the Architect shall issue a Certification of Substantial Completion which establishes: the date of substantial completion; the "Substantial Completion Punch List", which establishes a single list providing feedback to the Contractor on non-conforming work, or work requiring further quality adjustments and must be developed within 30 calendar days of the date of substantial completion and delivered to Contractor within 5 calendar days thereafter; the date the Contractor will have completed all items on the Substantial Completion Punch List, and such other items as the Architect and Owner deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Contractor and Owner. The Contractor will promptly engage in completing the Substantial Completion Punch List within 10 days of its issuance.

- 5.2. **FINAL PAYMENT.** Final payment of the Contract Sum will be made after the Architect certifies that the Work is complete, Owner's representatives complete their final acceptance report, the School District's Building Official completes the final inspection and a "certificate of occupancy" is issued. . Final Payment to the contractor requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner's Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Contractor to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Contractor until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner's property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Contractor fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor as a condition of final payment and at the Contractor's expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. The one year warranty period for the work will begin upon Final Completion. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.
- 5.3 **CHANGE ORDERS.** No change in the Contract Sum or Time may be made except by a duly authorized and executed written Change Order. If the Change in or addition to the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work). Any such Change Order shall be substantiated by complete itemized statements showing quantities and unit prices for material, labor (including all applicable fringe benefits), equipment, markup for overhead and profit, and other items of cost. Costs of labor (including all applicable fringe benefits) and materials shall be actual costs to the subcontractor. All duly authorized and executed Change Orders shall become a part of the Contract Documents as described in Article 8.

ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE

- 6.1 The Owner's Project Representative who shall act as OWNER'S PROJECT MANAGER is Richard Huff who is a School District employee. The Owner's Project Manager has the authority to approve matters contemplated in this Agreement where the monetary impact is within the Owner approved Contingency.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, laws, rules, regulations, codes, ordinances that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor fully understands the intent and purpose of the project and agrees to maximize Owner's fulfillment and needs.
- 7.2. CONTRACTOR IS AT RISK. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground and Concealed Facilities internal or contiguous to the site and assumes responsibility for the accurate location of said Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said facilities are or will be required of OWNER by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. Only at Owner's discretion will Owner expend funds or resources to the project in the repair, preservation, or reuse of these existing facilities that are outside of the project scope or included in the Contract Documents.
- 7.3. CONTRACTOR has given ARCHITECT written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement consisting of 36 pages.
- 8.2 Performance Bond and Payment Bond in accordance with F.S. 255.01 et. seq. consisting of N/A pages (plus Power of Attorney Forms as applicable).
- 8.3 Notice of Award
- 8.4 General Conditions consisting of (Itemization Attached)
- 8.5 Supplementary Conditions consisting of N/A.
- 8.6 Drawings to be prepared and provided by Song + Associates, Inc.
- 8.7 Specifications to be prepared and provided by Song + Associates, Inc.
- 8.8 Addenda numbers - to - inclusive.
- 8.9 CONTRACTOR'S Bid.
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement are not attached hereto, which shall be all Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Contract Documents.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner- Contractor Agreement; Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

- 8.13 The provisions of this Contract cannot be amended, modified, varied or waived by the Owner or its agents or representatives in any respect except by a Modification approved and executed by the School Board of Indian River County. The Contractor is hereby given notice that no person or entity has authority to orally waive, or to release the Contractor from any of the Contractor's duties or to alter obligations under or arising out of this Contract. Any waiver, approval or consent granted by Modification to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent.

This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

ARTICLE 9 – ARCHITECT

- 9.1 Should errors, omissions, or conflicts in the Drawings, Specifications, or other Contract Documents prepared by the Architect be discovered, the Architect will prepare such amendments or supplementary documents and provide consultation as may be required.
- 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Architect and his consulting engineers shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. Contractor shall not be relieved from any of the obligations of the Contract Documents as a result of the Architect's failure to detect any defective or deficient Work of the Contractor or others working by, through or under the Contractor.
- 9.3 The Architect shall at all times have access to the work wherever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the Architect may perform his functions under the Contract Documents.

- 9.4 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 9.5 The Architect has the authority to condemn or reject work on behalf of the Owner when, in its opinion, the work does not conform to the requirements of the Contract Documents. Whenever, in the Architect's reasonable opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have the authority to require special inspection or testing of the work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
- 9.6 The Architect will conduct inspections to determine the dates of Substantial Completion and Final Completion, and will issue a final Certificate for Payment. The Architect shall be solely responsible for issuance of Certificates of Substantial and Final Completion.

ARTICLE 10 – MISCELLANEOUS

- 10.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 10.2 If the Contract Documents, laws, rules, regulations or orders of any State or Federal authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner and Architect timely notice of its readiness so they may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. The Contractor shall pay for all utilities required for testing of installed equipment of all of his work and the work of each Subcontractor.
- 10.3 Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's Certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.
- 10.3.1 The Contractor shall deliver the required bonds and proofs of insurance to the Owner prior to the commencement of any Work, and in no event any later than 10 days after the execution of this Agreement.

10.3.2 The Contractor shall, throughout the performance of its services under this Agreement and throughout the term of this Agreement maintain and provide to the Owner the insurance coverages listed in this Article. The insurance policies shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. The Contractor shall provide insurance that may not be reduced, terminated, or cancelled unless 30 days prior written notice thereof is furnished to the Owner. Certificates of insurance and copies of all policies (if required by the Owner) shall be furnished to the Owner within 10 days after the execution of this Agreement. In the event of any cancellation or reduction in insurance coverage, the Contractor shall obtain substitute coverage, without any lapse of coverage whatsoever. The insurance policies shall name the Owner, the Owner's representatives, and the officers, directors, agents, employees and assigns of the Owner as additional insured (except for the professional liability and worker's compensation insurance).

10.3.3 The Owner may, in its sole discretion, procure and pay for the required Builders Risk insurance for the Project. In the event Owner elects to procure and pay for the Builders Risk insurance for the Project, the Contractor shall cooperate with Owner and provide any requested information for the procurement of the Builders Risk insurance.

10.3.4 The insurance required from the Contractor in this Article shall include all major divisions of coverage, and shall be on a commercial general basis including premises and operations (including X-C-U), Independent Contractor Hired Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or others set forth in the Contract Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

10.3.5 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

10.3.6 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operation (including X-C-U as applicable)
2. Independent Contractor's Hired
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractor liability including the provision for Contractor's obligation of indemnification and hold harmless
6. Owned, non-owned and hired motor vehicles
7. Broad Form Property Damage including Completed Operations

10.3.7 The insurance required by this Article shall be written for not less than the following, or greater if required by law.

1. Workers' Compensation:
 - (a) State: As required by Chapter 440, Florida Statutes
 - (b) Applicable Federal (e.g. Longshoremen's Statutory)
 - (c) Employer's Liability: \$500,000.00
2. Commercial General Liability (including Premises Operations; Independent Contractor Hired; Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
 - (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
 - (c) Products and Completed Operations to be maintained for one year after final payment
 - (d) Property Damage Liability Insurance shall provide S, C or U Coverage as applicable
3. Contractual Liability:
 - (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
 - (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

4. Personal Injury, \$1,000,000.00 per claimant; with an annual general aggregate per policy of not less than \$2,000,000

5. Commercial Automobile Liability: The State of Florida has no-fault automobile insurance requirements. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.
 - (a) \$1,000,000.00 per incident or occurrence combined single limit for bodily injury and property damage; with an annual general aggregate per policy of not less than \$2,000,000.

10.3.8 The Contractor shall procure property insurance for any portion of the Work stored off Site or in transit, and the cost for such shall be borne by the Contractor.

10.3.9 Boiler and Machinery Insurance. The Contractor shall purchase and maintain boiler and machinery insurance if applicable to the Contract Documents. This insurance shall remain in full force and effect until final acceptance of the insured items by the Owner.

10.4.0 Performance and Payment Bonds. The Contractor shall furnish bonds covering the faithful performance of the Agreement and payment of any and all obligations arising under the Agreement as required by Florida law. Upon request, the Contractor shall furnish a copy to any person or entity requesting a copy. Such bonds shall be in conformance and compliance with sec. 255.05, Florida Statutes, and shall contain the information and provisions set forth in the referenced section. Pursuant to sec. 255.05, the Contractor shall record the performance and payment bonds in the public records of Indian River County, Florida. The Contractor shall provide the recorded copy of the bonds to the Owner.

10.4.1 Insurance as Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, material suppliers, employees, or agents to the Owner or others. Any remedy provided to the Owner, or the Owner's officers, employees, agents or assigns, by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

10.4.2 No Waiver by Approval/Disapproval. Neither approval by the Owner nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of its full responsibility to provide the insurance as required by this Agreement.

ARTICLE 11 – TERMINATION OF THE CONTRACT

- 11.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor, which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 11.3. Contractor shall include termination clauses identical to Article 11 in each of his Subcontracts.
- 11.2 The Owner may, upon ten (10) days' written notice to the Contractor and to the Contractor's surety, terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by Contract or otherwise in any one of the following circumstances:
- 11.2.1 if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete the Work within said periods;
 - 11.2.2 if the Contractor is in material default in carrying out any provisions of the Contract;
 - 11.2.3 if the Contractor fails to supply a sufficient number of properly qualified and skilled workers or proper equipment or materials;
 - 11.2.4 if the Contractor fails to make prompt payment to Subcontractors or materialmen or for materials or labor;
 - 11.2.5 if the Contractor disregards laws, permits, ordinances, rules, the Lunsford Requirements, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;

- 11.2.6 if the Contractor violates any provisions of the Contract Documents;
or
- 11.2.7 if the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Milestone and Completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.
- 11.3 If the Owner terminates the whole or any portion of the Work pursuant to ARTICLE 11, then the Owner shall only be liable to the Contractor for those reasonable costs reimbursable to the Contractor as calculated by Owner in Owner's sole discretion, provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed an appropriate adjustment shall be made reducing the amount of the allowable termination payment to reflect the indicated amount of loss. Contractor shall submit any claim of reimbursable cost, as stated in this paragraph, within 10 days of receipt of Notice of Termination or such claims are waived, released and forever barred. Reasonable costs owed to the Contractor by the Owner may include supplies, services, or property accepted by the Owner. In arriving at any amount due the Contractor, there shall be deducted any claim the Owner may have against the Contractor, amounts determined to be necessary to protect the Owner against loss because of outstanding or potential liens or claims, and the price for any materials, supplies, or other things acquired by the Contractor and not otherwise recovered by or credited to the Owner. The total sum to be paid to the Contractor shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract.
- 11.4 After receipt of a notice of termination from the Owner, the Contractor shall:
- 11.4.1 stop Work under the Contract on the date and to the extent specified in the notice of termination;
- 11.4.2 place no further order or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
- 11.4.3 terminate all purchase orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
- 11.4.4 at the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the subcontracts so terminated, in which case the Owner shall have the

right, at his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

11.4.5 settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts;

11.4.6 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and

11.4.7 take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

11.5 In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

ARTICLE 12 – CONTRACTOR

12.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner and Architect any error, inconsistency or omission he may discover in the Contract Documents, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without first possessing approved Shop Drawings, Product Data or Samples for such portion of the Work.

12.2 The Contractor and his Subcontractors shall keep at the site of the Work at least one copy of the approved drawings and specifications and shall at all times give the Owner, the Architect, inspectors, as well as other representatives of the Owner access thereto.

12.3 The Contractor shall supervise, coordinate and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and

procedures of construction and for coordinating all portions of the Work under the Contract.

- 12.4 It shall be the responsibility of the Contractor to coordinate the work, to maintain a progress schedule, and to notify the Owner and the Architect of any changes in the approved progress schedule.
- 12.5 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and sub-Subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- 12.6 The Contractor understands and agrees that the Owner and Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner, and Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 12.7 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Owner and Architect have a reasonable objection.
- 12.8 **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. This background screening will be conducted by the School Board in advance of the Contractor or its personnel or subcontractors 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 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.

- 12.9 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all workmanship will be of the best, first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials, workmanship and equipment. The warranties set forth in this paragraph and elsewhere in the Contract Documents shall survive Final Completion of the Work.
- 12.10 If, within one year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor or its Surety shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. The Owner shall give such notice with reasonable promptness after discovery of the condition.
- 12.11 If at any time latent deficiencies in the Work are discovered, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty, up to the time limit of the applicable statute of repose.
- 12.12 If the Contractor fails to correct defective or nonconforming Work as required, or if the Contractor fails to remove defective or nonconforming Work from the site, as required, the Owner may elect to either correct such Work or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such

proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.13 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an as-planned progress schedule for the Work. The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified. If it becomes apparent to the Owner or Architect that the Work will not be completed within required Milestone or Completion dates, the Contractor agrees to undertake some or all of the following actions, at no additional cost to the Owner, in order to ensure that the Contractor will comply with all Milestone and Completion date requirements:

12.13.1 increase manpower, materials, crafts, equipment and facilities to accelerate performance of the Work;

12.13.2 increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing; and

12.13.3 reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

12.14 In undertaking the actions required under paragraph 12.13, Contractor shall prepare a Recovery Schedule and comply with the requirements thereof. If the schedule recovery actions taken by the contractor are not satisfactory, the Owner or Architect may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates (which shall be at Contractor's sole expense), without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.

12.15 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to access, transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Separate Prime Contractor conditions and schedules, applicable provisions of law, and the

character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

ARTICLE 13 - INDEMNIFICATION

- 13.1 The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Agreement shall represent the specific consideration for the CONTRACTOR'S indemnification of the OWNER as is set forth in the General Conditions and Contract Document.
- 13.2 It is the specific intent of the parties hereto that the indemnification below complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 13.3 CONTRACTOR shall indemnify and hold harmless the OWNER, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this construction contract. Regardless of the foregoing the indemnification herein shall be the greater of the CONTRACTORS insurance coverage for such claim or One million dollars, whichever is greater.
- 13.4 The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.

ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM

- 14.1 The Owner shall appoint the Contractor as the Owner's authorized representative with respect to any matter arising out of the purchase orders under this program. The Contractor will cooperate fully with the Owner with respect to the implementation of a tax exempt direct material/equipment purchase program involving the direct purchase of various construction materials, supplies and equipment that is currently part of this Contract. The Owner shall obtain, with the assistance of the Contractor, the proper authorization from the State of Florida in the form of a Technical Assistance Advisement (TAA).

The Owner Direct Purchase Program is attached hereto as **Exhibit "A,"** controls the Direct Purchase Program for the Project. The Direct Purchase Program will be operated in accordance with the following provisions:

- 14.1.(a) The Owner will issue its own purchase orders directly to the third party vendor or supplier of material and equipment purchased under the Direct Purchase Program. The purchase order will be accompanied by the Owner's Exemption Certificate which includes its name, address, and the exemption number with issuance and expiration date.
- 14.1.(b) All material and equipment purchased under the Direct Purchase Program is sold directly to the Owner and is directly invoiced by the vendor or supplier.
- 14.1.(c) The Owner takes title and possession of all materials and equipment purchased under the Direct Purchase Program from the vendor or seller before they are incorporated into the Project.
- 14.1.(d) The Owner assumes all risk of loss on all material and equipment purchased under the Direct Purchase Program. The Contractor cannot be held liable for damage or loss to the material or equipment.
- 14.1.(e) The Owner is responsible for and pays the premiums on all insurance and/or bonding on materials or equipment purchased under the Direct Purchase Program. The Contractor does not share any economic benefits of proceeds from bond or insurance covering risk of damage or loss of the material or equipment.
- 14.1.(f) The Owner makes direct payment to the third party vendor or seller for all purchases from its own funds or accounts for all purchases under the Direct Purchase Program.

- 14.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Contractor shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a subcontractor's scope of Work, any terms and conditions that the subcontractor deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 14.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Contractor and/or the subcontractor for prices negotiated by the Contractor and/or subcontractor.
- 14.4 The Contractor is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Contractor and the Owner. The system developed by the Contractor shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Contractor shall submit a monthly accounting report of this information with the Contractor's application for payment.
- 14.5 The Contractor shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Contractor remains fully responsible under its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Contractor to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Contractor. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Contractor shall be held accountable for such a delay. The Contractor, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.
- 14.6 The Contractor shall be responsible for all purchases in the same manner as if the Contractor had purchased the items, inclusive of managing the warranties for the Owner. The Contractor shall cooperate with the Owner

and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.

- 14.7 Modification of the Contract Sum will be made by one (1) change order (or additional change orders in the sole discretion of the Owner) prior to final payment unless the Contract period crosses the Owner's fiscal year, in which case, one (1) change order will occur for each fiscal year, one prior to the close of the first year, and the other during the second fiscal year.
- 14.8 The Contractor and its surety hereby agree that the performance bond penal amount shall be unaffected by any direct purchase deductive change order which is made pursuant to this program.
- 14.9 The Contractor agrees that its builder's risk insurance coverage amount shall be unaffected by any direct purchase deductive change order implemented pursuant to this program.
- 14.10 Payment shall be directly made by the Owner to the vendor for any Direct Purchases.
- 14.11 To the extent authorized under Florida law, Owner agrees to indemnify and hold harmless Contractor, its subcontractors and suppliers of and from any claims, liability, or responsibility to the State of Florida for any action the State may take against any of them for the payment of any sales or use taxes as a result of Owner's direct purchase of such materials, supplies or equipment.
- 14.12 The Owner shall have the sole option to require the vendor to include a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and Contractor. The cost of the supply bond shall be included in Contractor's GMP.
- 14.13 The Owner agrees to make payments by the 15th of the month providing the Contractor processes the invoices and delivers same to the Facilities Division by the 20th of the preceding month.
- 14.14 Owner shall not withhold retainage on any payments made to the vendor.

ARTICLE 15 – TERMS

- 15.1 Limitation of Liability. The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.
- 15.2 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.
- 15.3 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 15.4 Entire Agreement. This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.
- 15.5 Binding Effect. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.
- 15.6 Notices. All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given

in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

If to Owner: Facilities Planning & Construction
The School District of Indian River County, Florida
Mr. Nicholas Westenberger
6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5016

Contractor: Kerns Construction & Property Management Corp.
Mr. Daniel Muschweck
1217 Delaware Avenue
Fort Pierce, FL 34950
Telephone: 772-985-5015

By giving the other party at least 15 days written notice, each party shall have the right to change its address and specify as its new address any other address in the United States of America.

- 15.7 Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.
- 15.8 Captions. The headings used for the various portions of this Agreement and the Construction Documents are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or the intent of this Agreement, any section of this Agreement, or any section of the Contract Documents.
- 15.9 Severability. In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

- 15.10 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are available under any provision of this Agreement to any party, is in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.
- 15.11 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 15.12 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.
- 15.13 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.
- 15.14 No Construction Against Drafter. Each of the parties have been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.
- 15.15 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective successors, and no other person or entity shall have any right or action under this Agreement.
- 15.16 No Assignments. This Agreement 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 the Contractor, without the prior written consent of the Owner, which consent the Owner may withhold in its sole discretion.
- 15.17 Force Majeure. With regard to the performance under this Agreement, a party shall not be deemed to be in default of this Agreement, or have failed to comply with any term or conditions if, for reasons beyond the parties reasonable control, including without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such time periods, then the time for such

performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible and diligently pursues such performance.

- 15.18 Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Florida. Except for a suit in federal court, Indian River County, Florida shall be the proper place of venue for all suits to enforce this Agreement. Any legal proceeding arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Indian River County, Florida, or if appropriate, the United States District Court for the Southern District of Florida. Notwithstanding any other provision of the Contract Documents, the Owner does not agree to, nor shall the parties; arbitrate in any matter whatsoever any issue arising out of this Agreement, the Contract Documents or the performance thereof. The Owner does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of this Agreement or the Contract Documents.
- 15.19 Waiver of Jury Trial. The parties expressly waive the right to a jury trial.
- 15.20 Dispute Resolution. Prior to initiating any litigation arising out of the Agreement, the parties to submit the dispute to non-binding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees, and the cost of the mediator shall be split between the parties.
- 15.21 Right to Enter this Agreement. Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performances and obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligation under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.
- 15.22 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 or 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.

15.25 Owner Transfer of Interest. If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Contractor arising from this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Contractor.

15.26 Public Entity Crime Information Statement and Debarment – Section 287.133(2)(a) of the Florida Statutes states: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

By signing this Agreement, 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 a five-year period preceding the issuance of RFQ **SDIRC #18-0-2018JC** been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

- (d) Have not within a five-year period preceding the issuance of RFQ **SDIRC #18-0-2018JC** had one or more public transactions (federal, state or local) terminated for cause or default.

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

15.28 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

15.29 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.

15.30 Compliance with Federal Grant Requirements. If made applicable by the use of federal grant funds in the Project or any other requirement as set out below, Contractor and its subcontractors shall comply with the following enactments, rules, regulations and orders:

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3).

Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29

CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE 16 - PROJECT SIGNAGE

CONTRACTOR shall furnish and erect 1 signs at the Project site as directed by the PROJECT MANAGER. CONTRACTOR may install signage at the site subject to approval by the PROJECT MANAGER.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ARCHITECT on their behalf.

OWNER: SCHOOL BOARD OF INDIAN RIVER COUNTY

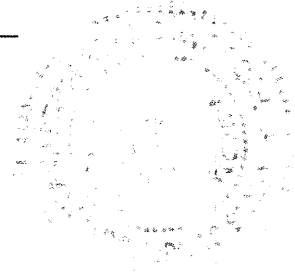
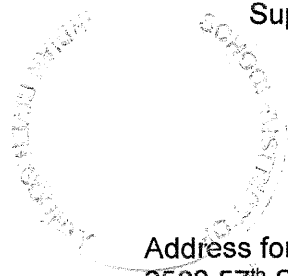
CONTRACTOR: KERNS CONSTRUCTION & PROPERTY MANAGEMENT CORP.

By [Signature]
School Board Chairman

By [Signature]
Daniel L. Muschweck, President

Attest: [Signature]
Superintendent
(SEAL)

Attest: [Signature]
(CORPORATE SEAL)



Address for giving notices
6500 57th Street
Vero Beach, FL 32967

Address for giving notices
540 NW University Blvd., Suite 204
Port St. Lucie, FL 34986

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

License No. CGC 059365

Agent for service of process:

[Signature]
School Dist. Attorney

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

Exhibit A

Owner Direct Material/Equipment Purchase Program

1. The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

Any equipment, materials or supplies directly purchased by the Owner that are included in the Subcontractor's contract shall be referred to as Owner-Purchased Materials and the responsibilities of both Owner and Subcontractor relating to such Owner-Purchased Materials shall be governed by the terms and conditions of the procedures. The Owner will own and hold full title to all Owner-Purchased Materials.

2. Material suppliers shall be selected by the Subcontractor awarded the subcontract.

The Subcontractor has included the price for all construction materials in his bid. Owner Purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

3. Subcontractor shall provide Contractor a list of all intended suppliers, vendors, and material men for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.
4. Upon request from Contractor, and in a timely manner, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Contractor, to specifically identify the materials which Owner had, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:
 - A. The name, address, telephone number and contact person for the material supplier.
 - B. Manufacturer or brand, model or specification number of the item.

- C. Quantity needed as estimated by the Subcontractor.
- D. The price quoted by the supplier for the materials identified therein.
- E. Any sales tax associated, with such quote.
- F. Delivery dates as established by Subcontractor.

Subcontractor shall include reference to any terms and conditions which have been negotiated with the vendors; i.e., payment terms, warranties, retainage, etc.

Such Purchase Order Requisition Forms are to be submitted to Contractor's designated representative no less than fifteen (15) days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that, such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.

5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owners Purchasing Director or his designated representative shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery dates provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite.
6. In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the Owner, through the Contractor, one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in Subcontractor's bid to Contractor.

7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.
9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Contractor, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Contractor for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Osceola School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.
10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work and instead shall promptly notify the vendor of the defective or non-conforming condition

in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Contractor, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or no-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through the Contractor, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the work.
12. The Subcontractor, as the Owner's agent, shall be responsible for obtaining and managing all warranties and guarantees for all material and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
13. Notwithstanding the transfer of Owner-Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title to any and all Owner-Purchased Materials.
14. The transfer of possession of Owner-Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for the mutual benefit of the Owner and the Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the Owner for the purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. All Owner-Purchased Materials shall be stored at the construction site.
15. The insurance purchased and maintained by the Contractor shall be sufficient to protect against any loss of or damage to Owner-Purchased Equipment, Materials or Supplies. Such insurance shall cover the full value of any Owner-Purchased Materials not yet incorporated into the Project from the time the Owner first takes title. The Owner shall be named as an Additional Insured Party on such policies of insurance. The Owner will bear the costs of all Payment and Performance Bonds and Owner's Insurance

including Builder's Risk Insurance as a reimbursable expense to the Contractor. The Owner as an additional named insured on the Contractor's Builder's Risk Insurance and, in the event of damage or destruction to the Owner-Purchased Materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction.

16. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner-Purchased Materials when such delay is a result of the failure of the Subcontractor's performance.
17. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner-Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon Subcontractor's records of material delivered to the site and any defects in such materials.
18. In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the Owner, through the Contractor, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered, and remitted directly to the supplier. The Subcontractor agrees to assist the Owner to immediately obtain a partial or final release of lien waiver as appropriate.
19. The Owner's direct purchase of equipment, materials or supplies, as provided herein does not relieve the Contractor or any Subcontractor of any obligation required pursuant to the contract or subcontract pertaining to the performance of work, except as to the Owner's obligation to make direct payments to such vendors and may reduce the bonds to the extent permitted by Section 255.05, F.S.

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APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER : SCHOOL DIST OF INDIAN
 CUST # 108052 6055 62ND AVENUE

PROJECT : DODGETOWN ELEMENTARY/IND APPLICATION NO: 7

FROM CONTRACTOR : VERO BEACH FL 32967
 CROWTHER ROOFING AND
 2543 ROCKFILL RD

VIA ARCHITECT :
 PROJECT NO :

PERIOD TO: 04/10/2018

DISTRIBUTION TO:

- [] OWNER
- [] ARCHITECT
- [] CONTRACTOR
- []
- []

*ITB*14-8-060-DW*

FT MYERS, FL 33916

CONTRACT FOR : DODGETOWN ELEMENTARY/IND JOB # 5312

CONTRACT DATE : 05/09/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

*** CHANGE ORDERS ***

PLEASE SEE THE ATTACHED CHANGE ORDER SUMMARY

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: CROWTHER ROOFING AND

By: *[Signature]* Date: *4/11/18*

Daniel Mazon, Corp. Secretary

State of: Florida County of: Lee

Subscribed and sworn to before me this *11th* day of *April* *2018*

Notary Public: *Wendy Citterden*

My Commission expires: *9/21/21*

Application is made for payment, as shown below, in connection with the contract. A Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	268,538.00
2. NET CHANGE BY CHANGE ORDERS	\$	(1,977.39)
3. CONTRACT SUM TO DATE	\$	266,560.61
4. TOTAL COMPLETED & STORED TO DATE....	\$	\$266,560.61
5. RETAINAGE:		
a. .00 % of Completed Work	\$	0.00
b. 10.00 % of Stored Material	\$	0.00
TOTAL RETAINAGE	\$	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$	\$266,560.61
7. LESS PREV CERTIFICATES FOR PAYMENT....	\$	239,904.55
8. CURRENT PAYMENT DUE	\$	\$26,656.06
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	\$0.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising of the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT :
 By :
 Date :

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APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER : SCHOOL DIST OF INDIAN
 CUST # 108052 6055 62ND AVENUE

PROJECT : ROSEWOOD MAGNET SCH/IND APPLICATION NO: 5

FROM CONTRACTOR : VERO BEACH FL 32967
 CROWTHER ROOFING AND
 2543 ROCKFILL RD
 FT MYERS, FL 33916

VIA ARCHITECT :
 PROJECT NO :

PERIOD TO: 04/10/2018
 DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACT FOR : ROSEWOOD MAGNET SCH/INDI JOB # 5313

CONTRACT DATE : 05/09/2017

ITS# 14-B-060-DW

CONTRACTOR'S APPLICATION FOR PAYMENT

*** CHANGE ORDERS ***

PLEASE SEE THE ATTACHED CHANGE ORDER SUMMARY

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.

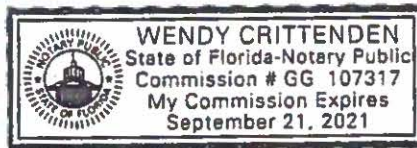
CONTRACTOR: CROWTHER ROOFING AND

By: [Signature] Date: 4/11/18
 Daniel Mazon, Corp. Secretary
 State of: Florida County of: Lee

Subscribed and sworn to before me this 11th day of April 2018

Notary Public: Wendy Crittenden

My Commission expires: 9/21/21



Application is made for payment, as shown below, in connection with the contract. A Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	185,647.00
2. NET CHANGE BY CHANGE ORDERS	\$	(18,167.16)
3. CONTRACT SUM TO DATE	\$	167,479.84
4. TOTAL COMPLETED & STORED TO DATE....	\$	\$167,479.84
5. RETAINAGE:		
a. .00 % of Completed Work	\$	0.00
b. .00 % of Stored Material	\$	0.00
TOTAL RETAINAGE	\$	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$	\$167,479.84
7. LESS PREV CERTIFICATES FOR PAYMENT....	\$	150,731.86
8. CURRENT PAYMENT DUE	\$	\$16,747.98
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	\$0.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising of the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT :

By :

Date :

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School Meals

We Serve education everyday™

MEMORANDUM

FOOD SERVICE DEPARTMENT

Patrick McCarty, Director

Telephone: (772) 564-4981 • Fax (772) 564-5048

Mr. Teske,

The Food and Nutrition Services Department is asking for an increase in spending authority with the current produce supplier Robert Erneston Produce. This increase is due to the discontinuation of the USDA Department of Defense (DoD) contract due to limited products and extremely high costs. Food and Nutrition Services is asking to increase the current amount from \$250,000 to \$375,000.

The USDA DoD (Department of Defense) Fresh Fruit and Vegetable program could no longer support the needs of the Food and Nutrition Services Department. We looked to Robert Erneston Produce to fill this void. They are a local company that we have worked with for many years and have come to trust. Their customer service is top notch. If a problem should arise, the company representative is on site to immediately correct the issue. One of the main reasons we remain with Robert Erneston Produce are their competitive prices. As an example, the cost of sliced apples for a case of 100 costs \$38.56 for DOD. By utilizing Robert Erneston Produce, these same apples cost \$27.95 per case.

We are requesting approval to increase our purchasing authority with Robert Erneston Produce.

Respectfully,



Patrick McCarty

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**2017-2018 INSTRUCTIONAL MATERIALS ADOPTION TIMELINE:
Science K-12**

Event	Date	Description	Contact
Instructional Materials Committees Formed	Aug. 31-Sept. 14, 2017	Steps 1-3 of the <i>Procedure for Instructional Materials Adoption</i> : All principals and teachers in this year's adoption content areas informed of Adoption and invited to make committee recommendations. K. Baysura/Dr. Jones selects committee members and selects Chairs.	Kelly Baysura/ Dr. Peggy Jones
Committee Meetings #1	Sept. 25, 2017 Location – TEC 3:30p.m	Step 4 of the <i>Procedure for Instructional Materials Adoption</i> : Meetings to review timeline, establish protocol and procedures. Committee Chair selected	Kelly Baysura/ Dr. Peggy Jones
Contact Publishers	Sept. 26 – Oct. 12, 2017 Specialists	Step 5 of the <i>Procedure for Instructional Materials Adoption</i> : Specialists contact publishers & set appointments for Overview Presentations to the Committees. Plan Extravaganza.	Kelly Baysura/ Dr. Peggy Jones
Committee Meetings #2	Oct. 23, 2017 Location – TEC 3:30p.m	Publisher Presentations to Committees	Kelly Baysura/ Dr. Peggy Jones
Textbook Extravaganza	Oct. 30, 2017 Location – TEC 4:00-7:00p.m	Publishers display materials. All teachers in this year's adoption content areas and parents may preview materials and talk with publishing company representatives.	Kelly Baysura/ Dr. Peggy Jones
Instructional Materials Review	Nov. 02–Dec. 18, 2017	Step 6 of the <i>Procedure for Instructional Materials Adoption</i> : Committee Members facilitate review of instructional materials at each school site using Evaluation Rubric provided by SDIRC.	Kelly Baysura/ Dr. Peggy Jones
Committee Meetings #3	Dec. 19, 2017 Location: LICR 3:30p.m	Steps 7-8 of the <i>Procedure for Instructional Materials Adoption</i> : Committees meet to collect and analyze data from each school's rubric submission. Committee works to achieve consensus and then makes recommendation to the Superintendent for materials to be adopted.	Kelly Baysura/ Dr. Peggy Jones
20 - Calendar day Public Review of Recommended Instructional Materials	Dec. 21, 2017 – Jan. 22, 2018	Step 9 of the <i>Procedure for Instructional Materials Adoption</i> : Read-only editions of the recommended instructional materials will be posted on the SDIRC website and student editions will be displayed at the District Office. Parents will be notified via SDIRC website, Ed-Connect call, and a flyer. Residents will be notified via SDIRC website.	D Kelly Baysura/ Dr. Peggy Jones AND Ravi Annam, Webmaster (772-564-3210)
Presentation to School Board Members	Feb 13, 2018 During Workshop	Presentation to the School Board of recommended materials	Pamela Dampier/ Kelly Baysura or Dr. Peggy Jones
Notice of Public Hearing	Feb. 19, 2018	Step 10 of the <i>Procedure for Instructional Materials Adoption</i> : <i>Notice of Public Hearing posted, including a list of materials recommended for adoption.</i>	Nancy Esplen, Executive Assistant to the School Board (772) 564-3200



**2017-2018 INSTRUCTIONAL MATERIALS ADOPTION TIMELINE:
Science K-12**

Event	Date	Description	Contact
School Board Hearing	Feb. 27, 2018 During Board Meeting	Step 10 + 11 of the <i>Procedure for Instructional Materials Adoption</i> : School Board conducts public hearing to receive public comments about instructional materials recommended. After the Public Hearing and the Superintendent presents his recommendations, the School Board votes on the recommended instructional materials for the specified subject areas.	SDIRC School Board and Superintendent
30- Calendar Day Contest Period	Feb. 28 – Mar. 29, 2018	Step 12 of the <i>Procedure for Instructional Materials Adoption</i> : A parent of an enrolled student or resident will have 30 calendar days from the date of the Board’s adoption to file a petition. Links to the materials and petition forms will be available on the district website https://www.indianriverschools.org/curriculum-and-instruction/63-curriculum-adoption-documents Please email completed forms to: Peggy.Jones@indianriverschools.org	Judy Smith, Administrative Assist., Dept. of Curriculum & Instruction (772-564-3100)
Notice to Petitioners	April 2, 2018	Step 12 of the <i>Procedure for Instructional Materials Adoption</i> : Written notice will be provided to the petitioners (parents or residents) of the date and time of the hearing on petitions filed by the March 29, 2018 deadline contesting purchase of the recommended instructional materials.	Nancy Esplen, Executive Assistant to the School Board (772) 564-3200
Hearing Officer Hearing	Week of April 9, 2018	Step 12 of the <i>Procedure for Instructional Materials Adoption</i> : The hearing officer will conduct a public hearing on all petitions timely received, and provide a recommendation to the School Board.	Nancy Esplen, Executive Assistant to the School Board (772) 564-3200
School Board Meeting	April 24, 2018	Step 12 of the <i>Procedure for Instructional Materials Adoption</i> : The School Board will make a final decision on parent/resident petitions, which decision is not subject to further review. SDIRC Board votes to approve the purchase of Instructional Materials for this year’s adoption content areas for use beginning in the 2018-2019 school year.	SDIRC School Board
Instructional Materials removed from Website and District Office	April 25, 2018	Step 13 of the <i>Procedure for Instructional Materials Adoption</i> : The instructional materials for the specific adoptions will be removed from the website after the public hearing.	Judy Smith, Administrative Assist., Dept. of Curriculum & Instruction (772-564-3100)

Science 2017 – 2018 Instructional Materials

Committee Meetings

The Science K-12 Committee meetings were held on the following dates in accordance with the Science Timeline.

September 25, 2017 – TEC

October 23, 2017 – TEC

December 19, 2017 – LICR

*** An Extravaganza was held on October 30, 2017, in the TEC for district teachers, parents, and community members to view the materials/publishers being reviewed.

Recommendation for Instructional Materials For Science Adoption 2017 - 2018

Grade Levels	Adoption Recommendation (Committee Vote after Rubric Reviews)
K – 2	<p><u>Science 4 Us</u> – Click to log in and view</p> <ul style="list-style-type: none"> • Select “Student” <div style="margin-left: 20px;">Username: irstudent1 Password: 123</div> • On line Component, Hands-On 5 E Kits
3 – 5	<p><u>Discovery Education</u> – Click to log in and view</p> <ul style="list-style-type: none"> • <u>Student view</u>: FLIndianRiverSciences <div style="margin-left: 20px;">Password: discovery</div> • 3- 4 , Techbook, Interactive Student Book, Class Set of Texts, Hands On Kits (Ward) • 5, Techbook, Class Set Texts, Hands-On Kits (Ward)
6 – 8	<p><u>Discovery Education</u> – Click to log in and view</p> <ul style="list-style-type: none"> • Student view: FLIndianRiverSciences <div style="margin-left: 20px;">Password: discovery</div> • Techbook, Interactive Student Book, Class Set of Texts, Hands-On Kits (Ward)
Biology	<p><u>Discovery Education</u>- Click to log in and view</p> <ul style="list-style-type: none"> • Student view: FLIndianRiverSciences <div style="margin-left: 20px;">Password: discovery</div> • Techbook, Class Set of Texts, Hands- On Kits (Ward) (Schools may decide Interactive Student book for some classes)
Environmental Science	National Geographic
Earth and Space Science	<p><u>Discovery Education</u></p> <ul style="list-style-type: none"> • Student view: FLIndianRiverSciences <div style="margin-left: 20px;">Password: discovery</div> • Techbook and Class Set of Texts
Chemistry	<p>Houghton Mifflin Harcourt https://hnhco.box.com/s/fplsyoaskpu8bkkhj9knu3z3nfo05js</p>
Marine Science	<p><u>McGraw Hill</u> – Click to log in and view</p> <ul style="list-style-type: none"> • Username: FL2018SCIENCE Password: FI2018scistudent
Physics	<p>Houghton Mifflin Harcourt https://hnhco.box.com/s/umfq8elyed0f6rrd9k07869mbt251vdg</p>
Anatomy and Physiology	Goodheart Wilcox (see additional PDF with links)

Updated – BT 1/8/17

SCHOOL BOARD RESOLUTION NO. 2019-01

A RESOLUTION OF THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA ESTABLISHING MEETING PROTOCOLS FOR CERTAIN ADVISORY COMMITTEES; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the School Board of Indian River County, Florida (hereinafter "School Board") wishes to establish its expectations for meetings conducted by certain advisory committees established by the School Board.

NOW, THEREFORE, be it resolved by the School Board of Indian River County, Florida as follows:

1) School Board Established Advisory Committees. The School Board has established the following advisory committees to perform specific work on its behalf:

Audit Advisory Committee
Land Use and Acquisition Advisory Committee

2) Advisory Committee Meeting Protocols. The above listed advisory committees and all future advisory committees established by the School Board shall have their meetings audio recorded by District staff who are providing support to the advisory committees. The audio recordings of such advisory committee meetings shall be published on the School Board website to ensure easy public access.

3) Review. The School Board shall periodically review these advisory committee meeting protocols and make such revisions as it deems appropriate.

4) Severability and Invalid Provisions. If any one or more of the above provisions shall be held contrary to any express provision of law, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed severable from the remaining provisions, and shall in no way affect the validity of any of the other provisions herein.

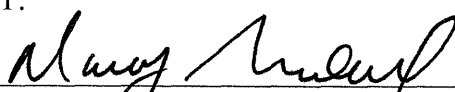
5) Effective Date. This Resolution shall become effective immediately upon School Board adoption.

DONE AND ADOPTED at a duly noticed public meeting of the School Board of Indian River County, Florida held on the 24th day of April, 2018.

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

By: 
Shawn Frost, Chairman

ATTEST:


Mark J. Rendell, Ed.D., Superintendent

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School District of Indian River County

1990 25th Street ● Vero Beach, Florida 32960-3395 - Telephone: 772-564-3000 ● Fax: 772-569-0424

Frances J. Adams, Ed.D.
Superintendent

LETTERS OF INTEREST FOR LEGAL SERVICES

Date: January 11, 2012

Title: Legal Services

Letters of Interest must be submitted to the Director of Purchasing, School District of Indian River County, 6055 62nd Avenue, Vero Beach, FL 32967 no later than:

2:00 p.m. on February 8, 2012

Anti-Collusion Statement

The undersigned vendor has not divulged, discussed, or compared this Letter of Interest with other vendors and has not colluded with any other vendor or parties in their response. Vendor acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine Laws.

Submitted By:

COMPANY NAME _____

STREET ADDRESS _____

CITY / STATE / ZIP _____

TELEPHONE _____ FAX _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

TITLE _____ DATE: _____

CONTACT PERSON: _____

THE SCHOOL BOARD OF INDIAN RIVER COUNTY
Letters of Interest

I. Introduction and General Information

- A. The School Board of Indian River County, Florida (“School Board”) is considering its options for all general counsel legal services, as well as specific individual practice areas, such as real estate, labor law, employment law, premises liability/tort defense, and worker’s compensation. The School Board intends to retain a law firm as general counsel, and may retain one or more attorneys or law firms with expertise in the specific practice areas listed in the Scope of Services. The School Board reserves the right to select as many or as few or none of the responding law firms. This request for Letters of Interest does not limit the School Board’s ability to hire attorneys or law firms as needed or desired by the School Board.
- B. The School Board is nestled beside the Atlantic Ocean, halfway down the east coast of Florida. Centrally located 75 miles south of the Kennedy Space Center and 135 miles north of Miami, our 543 square miles contain beautiful beaches, immaculate ocean and river front communities, and endless groves of renowned Indian River oranges and grapefruit.

The School Board is comprised of five elected representatives of the community. Board Members are elected to four year terms. The Superintendent of Schools is appointed by the School Board.

Indian River County’s population of 130,000+ supports twenty-four public schools attended by more than 17,800 students. The schools are broken into four categories; elementary schools, middle schools, high schools and special schools. In addition, there are four charter schools.

- C. Award will be based on the firm(s) who in the opinion of the School Board can provide high quality legal services. It is the School Board’s intent to obtain professional services in which all firm(s) have the capability and the capacity to perform legal services as required. The School Board attorney position will report directly to the School Board and work directly with the Superintendent of Schools as well as the administrative staff. Firms/attorneys selected for individual practice areas will report to the Superintendent as well as administrative staff.
- D. **Inquiries** The School Board will receive questions regarding the solicitation only through written inquiries directed to the Director of Purchasing. Deadline for receipt of written inquiries will be **January 25, 2012 at 2:00 p.m.**, local time. Inquiries shall be emailed to rick.chuma@indianriverschools.org.

- E. **Legal Services Transition** The School Board will transition legal services to a new provider(s) in a timely manner. The Board reserves the right to continue legal services with the District's current provider on existing projects such as negotiations and/or current legal issues in which institutional knowledge or history are critical to the success of that project.

II. Scope of Services for Board Counsel

A. School Board General Counsel

There shall be a School Board Attorney who shall be appointed by the School Board. The School Board Attorney shall act as the attorney and legal counsel for the School Board. The School Board Attorney shall prepare and/or review as to form and legality all contracts, agreements, bonds and other written instruments to which the School Board is a party. When required to do so, the School Board Attorney shall prosecute and defend for and on behalf of the School Board all complaints, suits and controversies in which the School Board is a party. The School Board Attorney shall furnish to the School Board and the Superintendent an opinion on any question of law affecting the School Board and shall perform such other professional duties as may be consistent and required by resolution of the School Board, prescribed under the laws of Florida or otherwise requested by the School Board or the Superintendent. The School Board Attorney shall be a lawyer admitted in and having authority to practice in all courts of the State of Florida.

1. Primary Duties

- a. The School Board Attorney plans, coordinates and directs the legal activities of the School Board. Work duties require close coordination with the School Board, officials from other governmental units, and the Superintendent.
- b. The function involves primary responsibility for performing legal research, preparing opinions and advising School Board staff.
- c. The School Board Attorney shall serve as chief legal advisor to the School Board, Superintendent, and all School Board staff.
- d. The School Board Attorney shall represent the School Board in most legal matters, including the bringing and defending of suits. Please note the School Board has insurance coverage which provides legal counsel for all covered lawsuits in which the School Board is named as defendant. The School Board Attorney is also the Issuers Counsel on bond issues.
- e. Attend all meetings of the School Board as required. For reference, the School Board regular meetings are held on the second and fourth Tuesday evenings each month. Each meeting lasts approximately one (1) hour to three (3) hours. Some meeting may occasionally last longer.
- f. Draft contracts, resolutions and other documents at the request of

the School Board and the Superintendent.

- g. The School Board Attorney shall review and approval all contracts, resolutions, and other documents generated by School Board staff prior to consideration by the School Board.
- h. Keep the School Board and the Superintendent informed of legislation or judicial opinions that have potential impact to the School Board.
- i. Typically meets with the Superintendent and staff for an entire day once a week, or as needed, to provide legal guidance and instruction on various projects, programs and issues requiring legal assistance.
- j. The contract with the School Board Attorney will be with the School Board Attorney's law firm and will expressly authorize the use of the law firm (and other attorney's with such firm) of the School Board Attorney to complete legal services for the School Board.

III. Short List Criteria for Board General Counsel

- A. Responses received will be objectively evaluated in accordance with those criteria listed below:

Tab 1. Title Page/Cover Letter/Table of Contents

Title page shall show the request for proposal subject, title and request number; the firm's name; the name, address and telephone number of a contact person; and the date of the response. The response shall contain a cover letter signed by a person who is authorized to commit the Respondent to perform the work included in the response, and should identify all materials and enclosures being forwarded in response to the RFP. The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

This section shall also include: Name of attorney and law firm; date firm established; locations of all offices and dates established.

The cover letter should indicate the name of the attorney who will be designated as the "School Board Attorney" and have primary responsibility for managing the relationship with the School Board, or shall indicate the name of the attorney and the specific legal practice area as described in the Scope of Services, paragraph B., for which application is being made.

Tab 2. Experience of the Law Firm

Provide background information regarding the law firm and its areas of practice. Include specific information regarding expertise of law firm in local government law or the other practice areas included within the Scope of Services.

Provide a list of all governmental clients that the law firm has represented within the past five (5) years and describe the services provided to these governmental clients. Include a contact name and phone number for each such governmental client.

List all judgments or lawsuits in the last five (5) years against each attorney that would represent the School Board, including the nature of the lawsuit and the resolution thereof.

Provide information regarding the law firm's malpractice insurance coverage, including the amounts of such coverage. [Note: The selected firm will be required to provide evidence of malpractice insurance cover.]

List all lobbyists employed by your firm and the areas in which they lobby.

Tab 3. Experience of Attorneys

Name and biographical sketch of the attorney who will be assigned as School Board Attorney or of the attorney who will perform legal services in the specific legal practice area for which application is being made. The lead attorney(s) shall have a minimum of five (5) years local government experience as an attorney. Designate how many years of experience as a local government attorney.

Provide the names and resumes of other attorneys who will assist in providing legal services to the School Board or Superintendent, and who may attend any of the School Board or other meetings.

Designate how many years legal experience in local government experience for each attorney. For each attorney, identify whether attorney is certified by the Florida Bar, in city, county and local government law, the attorney's professional ratings and/or recognition in the legal community for professional achievement (e.g., Martindale-Hubbell ratings); recognition or extraordinary participation in Florida Bar, Federal Bar, American Bar Association, local bar associations or professional practices committee, or ratings by other nationally recognized systems.

Tab 4. Fee Proposal

The firm or attorney shall submit a proposal for compensation which should include, but is not limited to, an hourly rate option, a monthly retainer fee option, or a combination of these options or other alternative fee proposals. The hourly rate option is mandatory. For any proposal regarding real estate legal services, include a flat fee per transaction option and list the name of the title company which would be utilized and whether any percentage of the title insurance premium will be rebated to the School Board as part of the proposal.

Tab 5. Conflicts of Interest

Identify any clients that have matters currently pending before the School Board and whether the law firm is representing those clients in the specific matters. Identify any conflicts of interest which would preclude the law firm from representing the School Board with respect to specific clients or matters.

Tab 6. References

Please provide a list of 3 to 5 references, including the phone number of each reference.

IV. INTERVIEW AND SELECTION CRITERIA

Based on the criteria listed above the School Board will review, discuss and reach consensus for the selection of a short list of firms to interview for each area of legal services requested. Short listed firms will be interviewed on **February 28, 2012**. Transition and start dates will be negotiated at a later date for each firm awarded.

V. TIME SCHEDULE:

A. The District will use the following time lines, which will result in the selection of a firm. Dates are subject to change if necessary.

- 01.17.12 Advertise
- 01.11.12 Letter of Interest Mailed
- 01.25.12 Deadline for inquiries See Page 1, Section I. D.
- 02.08.12 Letters of Interest due no later than 2:00 p.m.
- 02.14.12 Evaluation Meeting (shortlist)
- 02.28.12 Interviews with short listed firms

B. The interview process will take place at the School District of Indian River, TEC Room, 1990 25th Street, Vero Beach Florida 32960 on February 28. Start time is **9:15 A.M.**

C. A reasonable, but not guaranteed, attempt of notification of any required changes to the time schedule will be made to the selected firms.

VI. JESSICA LUNSFORD ACT

Awarded vendor(s) must comply with the Jessica Lunsford Act. See Attachment A.

VII. INSTRUCTIONS TO PROPOSERS

A. All Letters of Interest must be prepared and submitted in accordance with the instructions provided in this document.

Letters shall be sent to:

**School Board of Indian River County
Attn: Purchasing Department
6055 62nd Avenue
Vero Beach, FL 32967**

- D. **One original response with a manual signature shall be submitted and ten (10) additional hard copies** and clearly labeled "Legal Services" on the outside of the package. The legal name, address, proposer's contact person, and telephone number shall also be clearly annotated on the outside of the package.
- C. All proposals must be received no later than **February 8, 2012** at which time the proposals will be opened.
- D. If a proposal is transmitted by US Mail or other delivery medium, the proposer shall be responsible for its timely delivery to the designated school district office. Proposals delivered to a location other than as specified will not constitute receipt. It is the responsibility of the proposer to ensure proposals are timely received.
- E. Any proposals received after the stated time and date will not be considered and will be returned unopened to the proposer.

XVIII. ATTACHMENTS

- A. Jessica Lunsford Act

OTHER LEGAL SERVICES REQUESTED

A. Specific General Practice Areas

The School Board is also considering retaining attorneys/law firms to handle specific legal matters as they arise in the below listed areas. A Respondent may apply for as many or as few areas for which qualified.

1. Real Estate Transactional.

The School Board is considering contracting with one or more attorneys/law firms with expertise in representing local governments in real estate transactions. Such transactions would include the purchase/sale of real property, other types of real property conveyance such as easements, and real property leases.

2. Labor Law.

The School Board is considering its options for retaining one or more attorneys/law firms to assist and advise the Superintendent and staff in collective bargaining issues. Such representation would include advising and representing the Superintendent and staff regarding union negotiations strategy, unfair labor practice matters, grievances, arbitrations, and impasse issues.

3. Employment Law.

The School Board is considering its options for retaining one or more attorneys/law firms to assist and advise the Superintendent and staff regarding public employment law issues. Such representation would include advising and representing the Superintendent and staff regarding hiring/firing issues, discipline, EEOC matters and termination administrative hearings.

4. Premises Liability/Tort Defense.

The School Board is considering its options for retaining litigation counsel in the area of premises liability and/or tort defense. Currently, this litigation is handled through the School Board's risk management consortium (SCERMP). However,

the School Board is considering its options for other risk management consortia which would require the retaining of competent defense counsel to handle future litigation needs.

5. Workers' Compensation Law.

The School Board is considering its options for retaining litigation counsel in the area of workers' compensation. Currently, this area is handled through the School Board's risk management consortium (SCERMP). However, the School Board is considering its options for other risk management consortia which would require the retaining of competent which would require the retaining of competent defense counsel to handle future litigation needs.

Firms must provide a separate response for each area listed above. However, if your firm is shortlisted the interview process will combine all of the areas of expertise/law that your firm has responded to.

B. Short List Criteria for other Legal Services (see above 1 – 5).

Responses received will be objectively evaluated in accordance with those criteria listed below

Tab 1. Title Page/Cover Letter/Table of Contents

Title page shall show the request for proposal subject, title and request number; the firm's name; the name, address and telephone number of a contact person; and the date of the response. The response shall contain a cover letter signed by a person who is authorized to commit the Respondent to perform the work included in the response, and should identify all materials and enclosures being forwarded in response to Letter of Interest. The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

This section shall also include: Name of attorney and law firm; date firm established; locations of all offices and dates established.

The cover letter should indicate the name of the attorney who will be the primary attorney responsibility for managing legal services in the area of law specified by your response.

Tab 2. Experience of the law firm

Provide background information regarding the law firm and its areas of practice. Include specific information regarding expertise of law firm in local government law or the other practice areas included within the Scope of Services.

Provide a list of all governmental clients that the law firm has represented within the past five (5) years and describe the services provided to these governmental clients. Include a contact name and phone number for each such governmental client.

List all judgments or lawsuits in the last five (5) years against each attorney that would represent the School Board, including the nature of the lawsuit and the resolution thereof.

Provide information regarding the law firm's malpractice insurance coverage, including the amounts of such coverage. [Note: The selected firm will be required to provide evidence of malpractice insurance cover.]

List all lobbyists employed by your firm and the areas in which they lobby.

Tab 3. Experience of Attorneys

Name and biographical sketch of the attorney who will be assigned to perform legal service in the area of legal services specified. The lead attorney(s) shall have a minimum of five (5) years local government experience as an attorney. Designate how many years of experience as a local government attorney.

Designate how many years legal experience in local government experience for each attorney. For each attorney, identify whether attorney is certified by the Florida Bar, in city, county and local government law, the attorney's professional ratings and/or recognition in the legal community for professional achievement (e.g., Martindale-Hubbell ratings); recognition or extraordinary participation in Florida Bar, Federal Bar, American Bar Association, local bar associations or professional practices committee, or ratings by other nationally recognized systems.

Tab 4. Fee Proposal

The firm or attorney shall submit a proposal for compensation which should include, but is not limited to, an hourly rate option, a monthly retainer fee option, or a combination of these options or other alternative fee proposals. The hourly rate option is mandatory. For any proposal regarding real estate legal services, include a flat fee per transaction option and list the name of the title company which would be utilized and whether any percentage of the title insurance premium will be rebated to the School Board as part of the proposal.

Tab 5. Conflicts of Interest

Identify any clients that have matters currently pending before the School Board and whether the law firm is representing those clients in the specific matters. Identify any conflicts of interest which would preclude the law firm from representing the School Board with respect to specific clients or matters.

Tab 6. References

Please provide a list of 3 to 5 references, including the phone number of each reference.

School District of Indian River County

1990 25th Street ● Vero Beach, Florida 32960-3395 - Telephone: 772-564-3000 ● Fax: 772-569-0424

Frances J. Adams, Ed.D.
Superintendent

Attachment A

January 9, 2012

Dear Contractor/Vendor/Consultant:

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

Your business has been identified as one which will need to submit to Level 2 fingerprint screening if you have not done so. The cost is \$81.25 per person. You may make appointments by calling 772-564-3024 between the hours of 8:00 am and 12:00 noon, Monday through Friday. For identification purposes, each employee must provide a driver's license and social security number. This applies to subcontractors as well. For further explanation regarding payment you may contact Nicki Blanton, Fingerprint Specialist, at 772-564-3024.

Once employees are cleared by the Level 2 fingerprint screening, a clearance certificate will be mailed to your business. Individuals coming on an Indian River County School campus must have their clearance certificate and photo identification when checking in at the office or when requested by a school board employee.

The School District of Indian River County appreciates your compliance with the new law. If you have any questions please call my office at 772-564-5045.

Sincerely,



Rick Chuma
Director of Purchasing

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 JANUARY 31, 2018

FND FUNC	- 100 DESCRIPTION	GENERAL FUND	ESTIMATED REVENUE	CURRENT REVENUE JANUARY 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3191	RESERVE OFFICERS TRAINING CORP		165,000.00	36,480.57	66,139.80	98,860.20	40
3202	MEDICAID		350,000.00	106,249.05	203,630.50	146,369.50	58
3310	FLA EDUCATION FINANCE PROGRAM		23,384,298.00	1,864,292.00	13,708,316.00	9,675,982.00	59
3315	WORKFORCE DEVELOPMENT		1,081,854.00	90,154.00	631,078.00	450,776.00	58
3323	WITHHELD FOR SBE ADM EXPENSES		10,105.00	0.00	0.00	10,105.00	0
3343	STATE LICENSE TAX		150,000.00	0.00	88,172.61	61,827.39	59
3355	CLASS SIZE REDUCTION (CSR)		19,241,292.00	1,583,184.00	11,203,830.00	8,037,462.00	58
3361	SCHOOL RECOGNITION FUNDS		768,601.00	0.00	476,475.00	292,126.00	62
3371	VOLUNTARY PRE-K PROGRAM		500,000.00	64,212.55	269,032.55	230,967.45	54
3399	OTHER MISCELLANEOUS STATE REVE		86,455.00	0.00	0.00	86,455.00	0
3411	DISTRICT SCHOOL TAX		85,755,310.04	2,942,351.77	74,574,970.64	11,180,339.40	87
3414	CRITICAL OPERATING MILLAGE		8,485,584.96	291,147.04	7,376,865.37	1,108,719.59	87
3421	TAX REDEMPTIONS		500,000.00	0.00	0.00	500,000.00	0
3425	RENT		150,000.00	6,290.59	56,594.97	93,405.03	38
3431	INTEREST ON INVESTMENTS		225,000.00	37,953.22	82,801.85	142,198.15	37
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	1,064.47	6,740.38	6,740.38-	0
3440	GIFTS, GRANTS AND REQUESTS		659,592.11	202,872.87	314,816.98	344,775.13	48
3461	ADULT ED FEES (Block Tuition)		20,000.00	1,560.00	11,720.00	8,280.00	59
3462	POSTSEC CAREER CERT & APP TECH		125,000.00	16,023.00	52,285.25	72,714.75	42
3464	CAPITAL IMPROVEMENT FEES		7,100.00	774.00	2,979.75	4,120.25	42
3465	POSTSECONDARY LAB FEES		41,750.00	5,523.00	18,781.35	22,968.65	45
3466	LIFELONG LEARNING FEES		4,000.00	1,810.00	5,511.00	1,511.00-	138
3467	GED TESTING FEES		8,000.00	615.00	5,301.25	2,698.75	66
3469	OTHER STUDENT FEES		20,000.00	1,430.00	13,965.00	6,035.00	70
3473	SCHOOL AGE CHILD CARE FEES		190,000.00	23,431.73	133,538.07	56,461.93	70
3491	BUS FEES		55,000.00	0.00	0.00	55,000.00	0
3494	FEDERAL INDIRECT		615,000.00	27,318.75	266,431.17	348,568.83	43
3495	OTHER MISC LOCAL SOURCES		892,051.30	78,773.02	442,752.13	449,299.17	50
3497	REFUNDS-PRIOR YEAR EXPENDITURE		0.00	235.60	55,364.44	55,364.44-	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	42,923.38	171,050.92	163,949.08	51
3630	TRANSFERS-CAPITAL PROJECTS FD		3,932,194.00	36,171.00	251,903.00	3,680,291.00	6
3730	SALE OF FIXED ASSETS		135,000.00	13,942.00	75,144.90	59,855.10	56
3740	INSURANCE LOSS RECOVERIES		0.00	0.00	63,815.36	63,815.36-	0
	*		147,893,187.41	7,476,782.61	110,630,073.20	37,263,114.21	75

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 JANUARY 31, 2018

FND FUNC	- 200 DESCRIPTION	DEBT SERVICE	ESTIMATED REVENUE	CURRENT REVENUE JANUARY 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		1,422,596.90	0.00	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	997.84	30,651.97	10,451.97-	152
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	10,684.18	65,645.55	65,645.55-	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	1,885.63	3,121,948.41	8,244,600.17	27
		*	14,241,916.54	13,567.65	4,257,678.16	9,984,238.38	30

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 JANUARY 31, 2018

FND FUNC	- 300 DESCRIPTION	CAPITAL FUND	ESTIMATED REVENUE	CURRENT REVENUE JANUARY 2018	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	50,000.00	256,030.00	16
3397	CHARTER SCHOOL CAPITAL OUTLAY		432,194.00	0.00	432,194.00	0.00	100
3399	OTHER MISCELLANEOUS STATE REVE		13,004.84	0.00	4,613.21	8,391.63	35
3413	DIST LOCAL CAPITAL IMPROVE TAX		25,456,752.00	873,445.92	22,138,988.99	3,317,763.01	87
3431	INTEREST ON INVESTMENTS		38,132.52	20,489.27	80,740.42	42,607.90-	212
3495	OTHER MISC LOCAL SOURCES		33,468.60	0.00	33,468.60	0.00	100
3496	Impact Fees		1,100,000.00	119,784.00	815,348.00	284,652.00	74
3497	REFUNDS-PRIOR YEAR EXPENDITURE		9,736.00	0.00	9,736.00	0.00	100
3610	TRANSFERS FROM GENERAL FUND		1,510,000.00	0.00	1,510,000.00	0.00	100
3740	INSURANCE LOSS RECOVERIES		0.00	26,599.99	26,599.99	26,599.99-	0
	*		29,012,288.96	1,040,319.18	25,101,689.21	3,910,599.75	87

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 JANUARY 31, 2018

FND FUNC	- 400 DESCRIPTION	SPECIAL REVENUE	ESTIMATED REVENUE	CURRENT REVENUE JANUARY 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3201	CAREER AND TECH EDUCATION		178,909.00	26,705.67	92,704.64	86,204.36	52
3221	ADULT GENERAL EDUCATION		151,203.00	8,988.97	80,622.08	70,580.92	53
3225	Teacher/PRINCIPAL TRAIN/RECRUI		672,284.13	37,601.71	270,413.03	401,871.10	40
3230	EDUCATION FOR THE HANDICAPPED		4,090,418.28	309,513.46	1,739,908.01	2,350,510.27	43
3240	ECIA, CHAPTER 1		5,417,094.92	306,316.04	1,767,726.41	3,649,368.51	33
3242	21st CENTURY SCHOOLS		492,548.17	19,604.60	208,200.73	284,347.44	42
3261	SCHOOL LUNCH REIMBURSEMENT		4,181,460.00	447,859.08	2,507,509.38	1,673,950.62	60
3262	SCHOOL BREAKFAST REIMBURSEMENT		1,276,408.80	133,728.72	735,306.66	541,102.14	58
3263	AFTER SCHOOL SNACKS-FED REIMB		237,022.02	25,701.28	129,505.20	107,516.82	55
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	0.00	16,777.95	43,022.05	28
3280	FEDERAL THROUGH LOCAL		112,941.16	5,642.00	26,630.63	86,310.53	24
3293	EMERGENCY IMMIGRANT EDUC. PROG		143,741.79	12,949.09	66,941.53	76,800.26	47
3337	SCHOOL BREAKFAST SUPPLEMENT		42,172.00	0.00	19,470.00	22,702.00	46
3338	SCHOOL LUNCH SUPPLEMENT		56,134.00	0.00	27,359.00	28,775.00	49
3431	INTEREST ON INVESTMENTS		2,000.00	2,278.40	13,868.05	11,868.05-	693
3451	STUDENT LUNCHESES		566,913.00	53,337.35	220,086.82	346,826.18	39
3452	STUDENT BREAKFASTS		87,274.80	5,178.05	22,496.70	64,778.10	26
3453	ADULT BREAKFASTS/LUNCHESES		18,164.25	1,623.00	6,505.50	11,658.75	36
3454	STUDENT A LA CARTE		543,685.50	52,124.47	277,542.52	266,142.98	51
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	1,143.88	4,937.94	737.94-	118
3495	OTHER MISC LOCAL SOURCES		0.00	23.46-	7,029.03	7,029.03-	0
3497	REFUNDS-PRIOR YEAR EXPENDITURE		0.00	167.43	167.43	167.43-	0
3499	RECPT-FOOD SERVICES INDIRECT C		0.00	24,146.01-	0.00	0.00	0
	*		19,511,376.82	1,426,293.73	8,498,412.02	11,012,964.80	44

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 JANUARY 31, 2018

FND FUNC	- 700 DESCRIPTION	INTERNAL SERVICE FUN	ESTIMATED REVENUE	CURRENT REVENUE JANUARY 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		507,690.00	18,646.84	67,464.92	440,225.08	13
3431	INTEREST ON INVESTMENTS		4,000.00	4,109.39	15,425.71	11,425.71-	386
3483	PREMIUM REVENUE-VISION INS		154,584.00	11,972.87	85,088.56	69,495.44	55
3484	PREMIUM REVENUE-HEALTH INS		18,590,219.00	1,439,532.98	10,720,071.95	7,870,147.05	58
3485	PREMIUM REVENUE-DENTAL		1,349,170.00	92,561.86	747,156.59	602,013.41	55
3486	PREMIUM REVENUE-LIFE INSURANCE		557,558.00	36,591.89	298,814.90	258,743.10	54
3487	PREMIUM REVENUE-DISABILITY INS		496,485.00	38,664.06	267,759.31	228,725.69	54
3488	CONTRIBUTIONS-FLEXIBLE SPENDIN		170,499.00	18,978.07	114,695.00	55,804.00	67
3489	Premium Revenue-EAP		34,000.00	2,892.40	17,616.20	16,383.80	52
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	1,566,666.00	0.00	100
	*		23,430,871.00	1,663,950.36	14,015,759.14	9,415,111.86	60

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 JANUARY 31, 2018

FND FUNC	- 800 DESCRIPTION	AGENCY	ESTIMATED REVENUE	CURRENT REVENUE JANUARY 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		0.00	82.05	495.43	495.43-	0
		*	0.00	82.05	495.43	495.43-	0

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 JANUARY 31, 2018

FND FUNC	- 900 DESCRIPTION	ENTERPRISE FUNDS	ESTIMATED REVENUE	CURRENT REVENUE JANUARY 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		900.00	698.80	4,549.23	3,649.23-	505
3473	SCHOOL AGE CHILD CARE FEES		807,900.00	88,147.87	546,691.55	261,208.45	68
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	88,846.67	551,696.16	257,103.84	68

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
REVENUE STATUS SUMMARY
JANUARY 31, 2018

FND FUNC	DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE JANUARY 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
=====	=====	=====	=====	=====	=====	=====
	REQUEST 160 TOTAL	234,898,440.73	11,709,842.25	163,055,803.32	71,842,637.41	69

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		100679981.92	56436880.52	15130261.31	20277404.19	672.60	6900447.39	144982.16	1789333.75	.00
EXPENDITURE		48735534.23	27107809.49	7478681.23	10971501.61	146.13	2210624.96	56665.99	910104.82	.00
ENCUMBRANCE		1001187.45	.00	.00	524864.38	.00	306468.12	60988.35	108866.60	.00
BALANCE		50943260.24	29329071.03	7651580.08	8781038.20	526.47	4383354.31	27327.82	770362.33	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		3731404.35	2866904.28	798078.60	17779.50	961.51	31760.89	1976.21	13943.36	.00
EXPENDITURE		1939206.19	1483038.93	420325.32	3932.86	896.98	15908.75	1384.46	13718.89	.00
ENCUMBRANCE		7011.87	.00	.00	3099.80	.00	3912.07	.00	.00	.00
BALANCE		1785186.29	1383865.35	377753.28	10746.84	64.53	11940.07	591.75	224.47	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		1918436.31	1357624.17	421123.83	7017.29	.00	20014.00	96453.62	16203.40	.00
EXPENDITURE		969696.94	710464.07	199812.44	3506.41	.00	10171.36	33749.10	11993.56	.00
ENCUMBRANCE		20633.87	.00	.00	3310.88	.00	5547.71	11775.28	.00	.00
BALANCE		928105.50	647160.10	221311.39	200.00	.00	4294.93	50929.24	4209.84	.00
INST & CURR DEV 6300										
APPROPRIATION		4135983.57	3254976.73	859605.00	8282.90	.00	6605.59	2133.58	4379.77	.00
EXPENDITURE		2465072.52	1957825.77	497716.28	2985.06	.00	1654.85	1358.38	3532.18	.00
ENCUMBRANCE		4285.95	.00	.00	3671.20	.00	614.75	.00	.00	.00
BALANCE		1666625.10	1297150.96	361888.72	1626.64	.00	4335.99	775.20	847.59	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1767275.98	942969.89	275187.49	447272.93	.00	5417.37	2990.00	93438.30	.00
EXPENDITURE		821335.43	483128.71	131061.72	180638.86	.00	1118.77	.00	25387.37	.00
ENCUMBRANCE		74814.02	.00	.00	71824.02	.00	.00	2990.00	.00	.00
BALANCE		871126.53	459841.18	144125.77	194810.05	.00	4298.60	.00	68050.93	.00
INSTR RELATED TECH 6500										
APPROPRIATION		9749580.76	651574.28	167967.20	617711.00	.00	36844.46	8275483.82	.00	.00
EXPENDITURE		4402248.76	397776.54	105747.03	499901.10	.00	31463.03	3367361.06	.00	.00
ENCUMBRANCE		91702.60	.00	.00	12592.58	.00	5172.38	73937.64	.00	.00
BALANCE		5255629.40	253797.74	62220.17	105217.32	.00	209.05	4834185.12	.00	.00
BOARD OF EDUCATION 7100										
APPROPRIATION		1707272.55	420765.88	179998.66	1084117.82	.00	1628.94	.00	20761.25	.00
EXPENDITURE		803680.53	329404.66	104657.31	367917.92	.00	1500.64	.00	200.00	.00
ENCUMBRANCE		660584.03	.00	.00	660497.56	.00	86.47	.00	.00	.00
BALANCE		243007.99	91361.22	75341.35	55702.34	.00	41.83	.00	20561.25	.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		745874.28	297070.01	101110.39	51313.93	300.00	22175.04	.00	273904.91	.00
EXPENDITURE		283514.81	174118.60	56447.94	28761.06	122.94	6536.27	.00	17528.00	.00
ENCUMBRANCE		10845.31	.00	.00	6358.43	.00	1686.88	.00	2800.00	.00

BALANCE		451514.16	122951.41	44662.45	16194.44	177.06	13951.89	.00	253576.91	.00

SCH ADMINISTRATION	7300									
APPROPRIATION		9251961.70	7096486.91	1924783.22	123027.06	450.00	51993.31	20710.55	34510.65	.00
EXPENDITURE		4931819.96	3805477.69	1047824.63	36325.59	180.39	22481.05	4834.73	14695.88	.00
ENCUMBRANCE		59375.32	.00	.00	47363.67	.00	10432.30	804.35	775.00	.00

BALANCE		4260766.42	3291009.22	876958.59	39337.80	269.61	19079.96	15071.47	19039.77	.00

FAC ACQ & CONST	7400									
APPROPRIATION		658823.54	408584.00	102092.20	30288.51	4305.00	14127.16	99426.67	.00	.00
EXPENDITURE		421883.81	239574.48	59123.01	24890.55	2463.50	6425.14	89407.13	.00	.00
ENCUMBRANCE		13841.51	.00	.00	3602.24	.00	4275.10	5964.17	.00	.00

BALANCE		223098.22	169009.52	42969.19	1795.72	1841.50	3426.92	4055.37	.00	.00

FISCAL SERVICES	7500									
APPROPRIATION		1191309.72	854350.25	252353.11	60715.00	.00	3343.31	.00	20548.05	.00
EXPENDITURE		672394.23	493179.61	142286.09	31327.51	.00	2063.30	.00	3537.72	.00
ENCUMBRANCE		18848.19	.00	.00	11085.95	.00	.00	.00	7762.24	.00

BALANCE		500067.30	361170.64	110067.02	18301.54	.00	1280.01	.00	9248.09	.00

FOOD SERVICE	7600									
APPROPRIATION		24271.86	22640.97	1445.79	185.10	.00	.00	.00	.00	.00
EXPENDITURE		24271.86	22383.97	1702.79	185.10	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		.00	257.00	257.00	.00	.00	.00	.00	.00	.00

CENTRAL SERVICES	7700									
APPROPRIATION		2272756.84	1347921.21	397208.27	409234.88	5665.00	104314.21	2663.27	5750.00	.00
EXPENDITURE		1167964.76	768130.38	234684.90	145302.57	3580.88	9994.65	1542.98	4728.40	.00
ENCUMBRANCE		99421.43	.00	.00	86956.35	140.54	12324.54	.00	.00	.00

BALANCE		1005370.65	579790.83	162523.37	176975.96	1943.58	81995.02	1120.29	1021.60	.00

TRANSPORTATION SER	7800									
APPROPRIATION		4661755.87	2588549.55	982710.67	309331.94	419516.33	175138.27	8271.82	178237.29	.00
EXPENDITURE		2443507.51	1417677.84	479657.24	82549.42	291436.32	98803.70	1279.06	72103.93	.00
ENCUMBRANCE		176001.06	.00	.00	23335.14	123798.88	22974.04	5893.00	.00	.00

BALANCE		2042247.30	1170871.71	503053.43	203447.38	4281.13	53360.53	1099.76	106133.36	.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		12561127.03	3670843.75	1221440.86	3364218.31	3967294.38	322521.18	10963.23	3845.32	.00
EXPENDITURE		7625010.65	2068170.53	693191.57	2360735.76	2319961.01	177724.22	5227.56	.00	.00
ENCUMBRANCE		309760.94	.00	.00	233290.00	3464.22	67596.56	5410.16	.00	.00
BALANCE		4626355.44	1602673.22	528249.29	770192.55	1643869.15	77200.40	325.51	3845.32	.00
MAINTENANCE SERVICE 8100										
APPROPRIATION		3532588.43	2083173.87	615173.43	588332.83	38250.00	193751.57	13091.34	815.39	.00
EXPENDITURE		2213248.33	1323332.84	371699.76	393853.00	24130.45	91696.17	8220.72	315.39	.00
ENCUMBRANCE		226192.81	.00	.00	158397.04	246.00	65657.82	1766.95	125.00	.00
BALANCE		1093147.29	759841.03	243473.67	36082.79	13873.55	36397.58	3103.67	375.00	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		3776795.18	1918596.78	525875.58	1088243.67	2477.57	5889.32	235434.26	278.00	.00
EXPENDITURE		2165492.83	1121085.65	296288.06	686605.12	1661.47	3101.02	56473.51	278.00	.00
ENCUMBRANCE		508297.64	.00	.00	335863.31	.00	1397.70	171036.63	.00	.00
BALANCE		1103004.71	797511.13	229587.52	65775.24	816.10	1390.60	7924.12	.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		1636.67	1537.02	99.65	.00	.00	.00	.00	.00	.00
EXPENDITURE		1636.67	1537.02	99.65	.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		162368836.56	86221450.07	23956515.26	28484476.86	4439892.39	7895972.01	8914580.53	2455949.44	.00
EXPENDITURE		82087520.02	43904116.78	12321006.97	15820919.50	2644580.07	2691267.88	3627504.68	1078124.14	.00
ENCUMBRANCE		3282804.00	.00	.00	2186112.55	127649.64	508146.44	340566.53	120328.84	.00
BALANCE		76998512.54	42317333.29	11635508.29	10477444.81	1667662.68	4696557.69	4946509.32	1257496.46	.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		3404792.78	.00	.00	.00	.00	.00	.00	.00	3404792.78
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		539133.03	.00	.00	.00	.00	.00	.00	.00	539133.03

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		3404792.78	.00	.00	.00	.00	.00	.00	.00	3404792.78
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		633288.03	.00	.00	50000.00	.00	.00	.00	44155.00	539133.03
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		166406917.37	86221450.07	23956515.26	28534476.86	4439892.39	7895972.01	8914580.53	2500104.44	3943925.81
EXPENDITURE		85492312.80	43904116.78	12321006.97	15820919.50	2644580.07	2691267.88	3627504.68	1078124.14	3404792.78
ENCUMBRANCE		3282804.00	.00	.00	2186112.55	127649.64	508146.44	340566.53	120328.84	.00
BALANCE		77631800.57	42317333.29	11635508.29	10527444.81	1667662.68	4696557.69	4946509.32	1301651.46	539133.03

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		3032081.28	.00	.00	.00	.00	.00	.00	3032081.28	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		10025124.88	.00	.00	.00	.00	.00	.00	10025124.88	.00
*SUB TOTAL										
APPROPRIATION		13057206.16	.00	.00	.00	.00	.00	.00	13057206.16	.00
EXPENDITURE		3032081.28	.00	.00	.00	.00	.00	.00	3032081.28	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		10025124.88	.00	.00	.00	.00	.00	.00	10025124.88	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		13057206.16	.00	.00	.00	.00	.00	.00	13057206.16	.00
EXPENDITURE		3032081.28	.00	.00	.00	.00	.00	.00	3032081.28	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		10025124.88	.00	.00	.00	.00	.00	.00	10025124.88	.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		25984270.36	.00	.00	.00	.00	.00	24566819.36	1417451.00	.00
EXPENDITURE		8139499.16	.00	.00	.00	.00	.00	6722048.16	1417451.00	.00
ENCUMBRANCE		4928080.37	.00	.00	.00	.00	.00	4928080.37	.00	.00
BALANCE		12916690.83	.00	.00	.00	.00	.00	12916690.83	.00	.00
*SUB TOTAL										
APPROPRIATION		25984270.36	.00	.00	.00	.00	.00	24566819.36	1417451.00	.00
EXPENDITURE		8139499.16	.00	.00	.00	.00	.00	6722048.16	1417451.00	.00
ENCUMBRANCE		4928080.37	.00	.00	.00	.00	.00	4928080.37	.00	.00
BALANCE		12916690.83	.00	.00	.00	.00	.00	12916690.83	.00	.00
9700 - 9790										
APPROPRIATION		15298742.58	.00	.00	.00	.00	.00	.00	.00	5298742.58
EXPENDITURE		3373851.41	.00	.00	.00	.00	.00	.00	.00	3373851.41
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11924891.17	.00	.00	.00	.00	.00	.00	.00	1924891.17
*SUB TOTAL										
APPROPRIATION		15298742.58	.00	.00	.00	.00	.00	.00	.00	5298742.58
EXPENDITURE		3373851.41	.00	.00	.00	.00	.00	.00	.00	3373851.41
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11924891.17	.00	.00	.00	.00	.00	.00	.00	1924891.17
GRAND TOTAL FOR FUND										
APPROPRIATION		41283012.94	.00	.00	.00	.00	.00	24566819.36	1417451.00	5298742.58
EXPENDITURE		11513350.57	.00	.00	.00	.00	.00	6722048.16	1417451.00	3373851.41
ENCUMBRANCE		4928080.37	.00	.00	.00	.00	.00	4928080.37	.00	.00
BALANCE		24841582.00	.00	.00	.00	.00	.00	12916690.83	.00	1924891.17

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		5605915.74	3419634.28	1228974.14	515329.58	.00	289026.56	58335.00	94616.18	.00
EXPENDITURE		1953077.04	1241362.31	422855.84	86149.63	.00	110726.32	19727.88	72255.06	.00
ENCUMBRANCE		115151.45	.00	.00	29557.14	.00	80879.32	4714.99	.00	.00
BALANCE		3537687.25	2178271.97	806118.30	399622.81	.00	97420.92	33892.13	22361.12	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		1276895.24	913760.78	282521.68	33467.00	.00	47145.78	.00	.00	.00
EXPENDITURE		545150.77	419546.47	109845.72	1772.95	.00	13985.63	.00	.00	.00
ENCUMBRANCE		3160.94	.00	.00	2627.94	.00	533.00	.00	.00	.00
BALANCE		728583.53	494214.31	172675.96	29066.11	.00	32627.15	.00	.00	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		4034.79	3441.00	593.79	.00	.00	.00	.00	.00	.00
EXPENDITURE		1982.35	1710.55	271.80	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		2052.44	1730.45	321.99	.00	.00	.00	.00	.00	.00
INST & CURR DEV 6300										
APPROPRIATION		2449489.77	1823344.21	525077.36	70271.71	.00	7727.35	8000.00	15069.14	.00
EXPENDITURE		955437.72	738136.38	190850.26	23923.31	.00	351.90	.00	2175.87	.00
ENCUMBRANCE		4191.78	.00	.00	4134.16	.00	57.62	.00	.00	.00
BALANCE		1489860.27	1085207.83	334227.10	42214.24	.00	7317.83	8000.00	12893.27	.00
INST STAFF TRAINING 6400										
APPROPRIATION		906794.51	469893.08	118537.61	214771.43	.00	43357.78	.00	60234.61	.00
EXPENDITURE		323295.20	176821.71	47552.81	69137.34	.00	11107.52	.00	18675.82	.00
ENCUMBRANCE		20092.69	.00	.00	19762.69	.00	330.00	.00	.00	.00
BALANCE		563406.62	293071.37	70984.80	125871.40	.00	31920.26	.00	41558.79	.00
GEN ADMINISTRATION 7200										
APPROPRIATION		421405.48	.00	.00	.00	.00	.00	.00	421405.48	.00
EXPENDITURE		266431.17	.00	.00	.00	.00	.00	.00	266431.17	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		154974.31	.00	.00	.00	.00	.00	.00	154974.31	.00
FOOD SERVICE 7600										
APPROPRIATION		9855534.77	3054522.16	1141699.01	218159.51	269142.61	3757044.67	1096021.15	318945.66	.00
EXPENDITURE		4458341.29	1376940.11	481294.17	77873.47	150139.25	1626619.41	551367.73	194107.15	.00
ENCUMBRANCE		1349101.42	.00	.00	28549.79	15698.57	1288356.67	16496.39	.00	.00
BALANCE		4048092.06	1677582.05	660404.84	111736.25	103304.79	842068.59	528157.03	124838.51	.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
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		132074.01	6437.00	1044.00	.00	.00	.00	.00	124593.01	.00
EXPENDITURE		3723.42	337.18	51.36	.00	.00	.00	.00	3334.88	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		128350.59	6099.82	992.64	.00	.00	.00	.00	121258.13	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		457921.91	335283.89	73665.48	6549.32	.00	42154.27	.00	268.95	.00
EXPENDITURE		204232.31	144258.34	26194.20	3849.32	.00	30064.50	.00	134.05	.00
ENCUMBRANCE		4110.93	.00	.00	625.00	.00	3485.93	.00	.00	.00
BALANCE		249578.67	191025.55	47471.28	2075.00	.00	8603.84	.00	403.00	.00
*SUB TOTAL										
APPROPRIATION		21114675.22	10030316.40	3372722.07	1058548.55	269142.61	4186456.41	1162356.15	1035133.03	.00
EXPENDITURE		8711671.27	4099113.05	1278916.16	262706.02	150139.25	1792855.28	571095.61	556845.90	.00
ENCUMBRANCE		1495809.21	.00	.00	85256.72	15698.57	1373642.54	21211.38	.00	.00
BALANCE		10907194.74	5931203.35	2093805.91	710585.81	103304.79	1019958.59	570049.16	478287.13	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		21114675.22	10030316.40	3372722.07	1058548.55	269142.61	4186456.41	1162356.15	1035133.03	.00
EXPENDITURE		8711671.27	4099113.05	1278916.16	262706.02	150139.25	1792855.28	571095.61	556845.90	.00
ENCUMBRANCE		1495809.21	.00	.00	85256.72	15698.57	1373642.54	21211.38	.00	.00
BALANCE		10907194.74	5931203.35	2093805.91	710585.81	103304.79	1019958.59	570049.16	478287.13	.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		31625.74	25345.60	6280.14	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		52048.26	39607.40	11440.86	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		10697539.83	56908.01	1846577.55	618480.53	2178.10	.00	.00	8173395.64	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11459858.17	37848.99	1636245.45	615938.47	1821.90	.00	.00	9168003.36	.00
*SUB TOTAL										
APPROPRIATION		22241072.00	159710.00	3500544.00	1234669.00	4000.00	.00	.00	17342149.00	.00
EXPENDITURE		10729165.57	82253.61	1852857.69	618480.53	2178.10	.00	.00	8173395.64	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11511906.43	77456.39	1647686.31	616188.47	1821.90	.00	.00	9168753.36	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		22241072.00	159710.00	3500544.00	1234669.00	4000.00	.00	.00	17342149.00	.00
EXPENDITURE		10729165.57	82253.61	1852857.69	618480.53	2178.10	.00	.00	8173395.64	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11511906.43	77456.39	1647686.31	616188.47	1821.90	.00	.00	9168753.36	.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	62290.00	.00	52213.66	7535.00	700.00	.00
EXPENDITURE		429035.63	311555.40	59996.60	23360.33	.00	28866.44	4556.86	700.00	.00
ENCUMBRANCE		15547.94	.00	.00	7032.56	.00	5890.38	2625.00	.00	.00
BALANCE		361037.49	262311.97	49018.43	31897.11	.00	17456.84	353.14	.00	.00
*SUB TOTAL										
APPROPRIATION		805621.06	573867.37	109015.03	62290.00	.00	52213.66	7535.00	700.00	.00
EXPENDITURE		429035.63	311555.40	59996.60	23360.33	.00	28866.44	4556.86	700.00	.00
ENCUMBRANCE		15547.94	.00	.00	7032.56	.00	5890.38	2625.00	.00	.00
BALANCE		361037.49	262311.97	49018.43	31897.11	.00	17456.84	353.14	.00	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		805621.06	573867.37	109015.03	62290.00	.00	52213.66	7535.00	700.00	.00
EXPENDITURE		429035.63	311555.40	59996.60	23360.33	.00	28866.44	4556.86	700.00	.00
ENCUMBRANCE		15547.94	.00	.00	7032.56	.00	5890.38	2625.00	.00	.00
BALANCE		361037.49	262311.97	49018.43	31897.11	.00	17456.84	353.14	.00	.00

* * * END OF IRBD410 REPORT * * *

FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING			PRD-07 JANUARY 2018	
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
B	TRANSFERS	16,716,193.58	0.00	0.00	4,791,302.41	11,924,891.17
B 001	SAFETY TO HEALTH	2,422,253.53	2,413.20	393,284.50	563,367.25	1,463,188.58
B 002	ADA COMPLIANCE	250,941.31	0.00	170,546.67	27,820.23	52,574.41
B 003	ENVIRONMENTAL COMPLIANCE	1,131.22	0.00	325.00	572.03	234.19
B 004	AIR CONDITIONING	3,299,034.55	0.00	260,867.60	1,009,738.34	2,028,428.61
B 005	ROOFING	1,300,380.43	0.00	138,128.61	389,403.67	772,848.15
B 007	WALKWAYS AND SIDEWALKS	336,349.80	0.00	226,042.62	63,177.24	47,129.94
B 008	ELECTRICAL	229,272.88	0.00	88,675.87	84,783.26	55,813.75
B 009	SITE IMPROVEMENTS	619,843.94	6,499.99	60,962.57	369,561.17	182,820.21
B 010	BUILDING RENOVATIONS	1,623,073.49	0.00	58,627.47	119,929.03	1,444,516.99
B 012	TECHNOLOGY	655,038.74	19,489.35	3,226.90	119,844.16	512,478.33
B 013	MOTOR VEHICLES	1,172,817.42	0.00	1,027,230.00	122,578.00	23,009.42
B 016	PLUMBING & WATER PROJECTS	216,293.62	0.00	41,821.34	34,928.23	139,544.05
B 018	PAVING	378,072.61	0.00	38,918.18	178,454.83	160,699.60
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	170,642.21	6,785.44	10,068.60	44,237.72	109,550.45
B 024	MISC EQUIPMENT	392,285.83	1,921.90	29,676.45	110,839.53	249,847.95
B 030	CONCRETE CLASSROOM ADDITIONS	273,602.88	0.00	7,732.00	235,383.47	30,487.41
B 033	WINDOWS & DOORS	19,820.94	0.00	14,782.08	1,959.65	3,079.21
B 034	CUSTODIAL/GROUNDS EQUIPMENT	63,807.00	0.00	977.27	57,641.40	5,188.33
B 036	CONSULTING	90,748.42	0.00	35,017.80	9,000.00	46,730.62
B 037	HARDCOURT	100,000.00	0.00	0.00	0.00	100,000.00
B 044	GYM/BAND/PE	145,562.00	581.09	9,556.00	69,144.00	66,280.91
B 048	PORTABLE LEASING & FF&E	965,068.63	0.00	184,194.50	99,366.56	681,507.57
B 051	TITLE I SKIPPED SCHOOLS	0.00	0.00	0.00	0.00	0.00
B 068	BEACHLAND EXPANSION	1,136,528.91	0.00	52,555.33	1,081,448.77	2,524.81
B 072	PLAYGROUNDS	726,906.55	0.00	19,060.17	214,444.12	493,402.26
B 402	NEW ADMINISTRATIVE FACILITY	24,551.86	0.00	1,000.00	18,001.41	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	27,095.51	221,628.14	50,000.00
B 421	DW CARPET TO TILE	821,887.12	0.00	51,927.00	122,389.92	647,570.20
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	41,924.00	30,924.00	887,505.16
B 442	PARKING LOT PROJECT	210,504.84	0.00	119,019.00	0.00	91,485.84
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	54,160.28	1,147,989.77	24,871.47
B 447	PIE MULTI PURPOSE ROOM	172,313.70	0.00	2,187.50	3,712.50	166,413.70
B 448	TCCAE-TECH CENTER CAREER/ADULT	2,081,545.00	0.00	1,690,980.68	148,179.76	242,384.56
B 449	STUDENT CAPACITY/IMPACT FEES	1,919,100.50	0.00	0.00	0.00	1,919,100.50
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
	*	41,283,012.94	37,690.97	4,928,080.37	11,513,350.57	24,803,891.03

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FND - 420 SPECIAL REVENUE - OTHER - 420		PRD-00 BEGINNING			PRD-07 JANUARY 2018		
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	30291.00	0.00	972.12	6802.92	22515.96	74.33
B 104	TITLE IV-STUDENT SUPP&ACA ENRI	113094.51	0.00	0.00	0.00	113094.51	100.00
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	4942598.00	3298.62	82406.91	1706295.73	3150596.74	63.74
B 110	TITLE III ENH OPP FOR IMMIG	15617.32	0.00	0.00	7328.38	8288.94	53.08
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	671301.96	0.00	10276.77	269479.75	391545.44	58.33
B 134	Title I School Imp Init FY18	308560.00	0.00	11158.47	32076.35	265325.18	85.99
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	128124.47	0.00	1960.00	59564.26	66600.21	51.98
B 177	21ST. CENTURY - PIE	60928.94	0.00	0.00	60928.94	0.00	.00
B 178	21st. century - pie	245350.00	547.50	4026.29	48980.89	191795.32	78.17
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	162231.00	1955.00	309.72	74252.67	85713.61	52.83
B 200	IDEA Part B Pre K 2017-2018	115632.28	0.00	1888.02	55686.25	58058.01	50.21
B 206	IDEA Part B 2017-2018	3974786.00	0.00	27606.33	1684221.76	2262957.91	56.93
B 302	Adult Education FY 17/18	151203.00	0.00	0.00	80805.00	70398.00	46.56
B 310	Carl Perkins Sec Voc Ed FY18	178909.00	435.00	1809.50	92704.64	83959.86	46.93
	*	11146199.29	6236.12	142414.13	4226699.35	6770849.69	60.75

FND - 421 SPECIAL REVEVUE-OTHER FED DIR		PRD-00 BEGINNING			PRD-07 JANUARY 2018		
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B 202	SEDNET ALLOCATION	20386.00	0.00	400.00	8863.50	11122.50	54.56
B 205	SEDNET E/BD CONTACTS MTG MINI	23.53	0.00	0.00	23.53	0.00	.00
B 210	FDLRS - 2017/2018	5393.07	0.00	0.00	5393.07	0.00	.00
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	3893.66	11966.97	7934.37	33.34
	*	112941.16	0.00	4293.66	26630.63	82016.87	72.62

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
REQUEST 163 TOTAL	11259140.45	6236.12	146707.79	4253329.98	6852866.56	60.86

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SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 February 28, 2018

FND FUNC	- 100 DESCRIPTION	GENERAL FUND	ESTIMATED REVENUE	CURRENT REVENUE FEBRUARY 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3191	RESERVE OFFICERS TRAINING CORP		165,000.00	0.00	66,139.80	98,860.20	40
3202	MEDICAID		350,000.00	1,488.98	205,119.48	144,880.52	59
3310	FLA EDUCATION FINANCE PROGRAM		22,734,341.00	1,805,206.00	15,513,522.00	7,220,819.00	68
3315	WORKFORCE DEVELOPMENT		1,081,854.00	90,154.00	721,232.00	360,622.00	67
3323	WITHHELD FOR SBE ADM EXPENSES		10,105.00	0.00	0.00	10,105.00	0
3343	STATE LICENSE TAX		150,000.00	43,756.92	131,929.53	18,070.47	88
3344	LOTTERY FUNDS		31,192.00	20,792.00	20,792.00	10,400.00	67
3355	CLASS SIZE REDUCTION (CSR)		19,362,835.00	1,583,184.00	12,787,014.00	6,575,821.00	66
3361	SCHOOL RECOGNITION FUNDS		476,475.00	0.00	476,475.00	0.00	100
3371	VOLUNTARY PRE-K PROGRAM		500,000.00	0.00	269,032.55	230,967.45	54
3399	OTHER MISCELLANEOUS STATE REVE		1,636,055.00	1,549,600.00	1,549,600.00	86,455.00	95
3411	DISTRICT SCHOOL TAX		85,755,310.04	3,593,325.16	78,168,295.80	7,587,014.24	91
3414	CRITICAL OPERATING MILLAGE		8,485,584.96	355,132.96	7,731,998.33	753,586.63	91
3421	TAX REDEMPTIONS		500,000.00	0.00	0.00	500,000.00	0
3425	RENT		133,749.00	10,458.18	67,053.15	66,695.85	50
3431	INTEREST ON INVESTMENTS		171,875.79	36,755.97	119,557.82	52,317.97	70
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	871.87	7,612.25	7,612.25-	0
3440	GIFTS, GRANTS AND REQUESTS		659,592.11	0.00	314,816.98	344,775.13	48
3461	ADULT ED FEES (Block Tuition)		20,000.00	1,680.00	13,400.00	6,600.00	67
3462	POSTSEC CAREER CERT & APP TECH		125,000.00	23,310.00	75,595.25	49,404.75	60
3464	CAPITAL IMPROVEMENT FEES		7,100.00	938.00	3,917.75	3,182.25	55
3465	POSTSECONDARY LAB FEES		41,750.00	9,626.00	28,407.35	13,342.65	68
3466	LIFELONG LEARNING FEES		10,000.00	824.00	6,335.00	3,665.00	63
3467	GED TESTING FEES		8,000.00	611.25	5,912.50	2,087.50	74
3469	OTHER STUDENT FEES		20,000.00	1,720.00	15,685.00	4,315.00	78
3473	SCHOOL AGE CHILD CARE FEES		190,000.00	22,337.16	155,875.23	34,124.77	82
3491	BUS FEES		55,000.00	14,797.59	14,797.59	40,202.41	27
3494	FEDERAL INDIRECT		615,000.00	29,569.03	296,000.20	318,999.80	48
3495	OTHER MISC LOCAL SOURCES		809,220.87	15,751.28	458,503.41	350,717.46	57
3497	REFUNDS-PRIOR YEAR EXPENDITURE		85,465.44	0.00	55,364.44	30,101.00	65
3498	COLLECT-LOST/DAMAGE/SALE TEXTS		134.96	0.00	64.96	70.00	48
3499	RECPT-FOOD SERVICES INDIRECT C		335,000.00	28,209.06	199,259.98	135,740.02	59
3630	TRANSFERS-CAPITAL PROJECTS FD		3,932,194.00	36,170.00	288,073.00	3,644,121.00	7
3730	SALE OF FIXED ASSETS		135,000.00	85.00	75,229.90	59,770.10	56
3740	INSURANCE LOSS RECOVERIES		63,815.36	0.00	63,815.36	0.00	100
	*		148,656,649.53	9,276,354.41	119,906,427.61	28,750,221.92	81

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 February 28, 2018

FND FUNC	- 200 DESCRIPTION	DEBT SERVICE	ESTIMATED REVENUE	CURRENT REVENUE FEBRUARY 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		1,422,596.90	0.00	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	143.99	30,795.96	10,595.96-	152
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	8,037.64	73,683.19	73,683.19-	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	4,140.00	3,126,088.41	8,240,460.17	28
		*	14,241,916.54	12,321.63	4,269,999.79	9,971,916.75	30

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 February 28, 2018

FND FUNC	- 300 DESCRIPTION	CAPITAL FUND	ESTIMATED REVENUE	CURRENT REVENUE FEBRUARY 2018	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	56,639.55	106,639.55	199,390.45	35
3397	CHARTER SCHOOL CAPITAL OUTLAY		432,194.00	0.00	432,194.00	0.00	100
3399	OTHER MISCELLANEOUS STATE REVE		13,004.84	0.00	4,613.21	8,391.63	35
3413	DIST LOCAL CAPITAL IMPROVE TAX		25,465,694.90	1,066,872.44	23,205,861.43	2,259,833.47	91
3431	INTEREST ON INVESTMENTS		134,806.74	22,009.82	102,750.24	32,056.50	76
3495	OTHER MISC LOCAL SOURCES		33,468.60	0.00	33,468.60	0.00	100
3496	Impact Fees		1,100,000.00	140,634.00	955,982.00	144,018.00	87
3497	REFUNDS-PRIOR YEAR EXPENDITURE		9,736.00	0.00	9,736.00	0.00	100
3610	TRANSFERS FROM GENERAL FUND		1,510,000.00	0.00	1,510,000.00	0.00	100
3740	INSURANCE LOSS RECOVERIES		26,599.99	0.00	26,599.99	0.00	100
	*		29,144,506.07	1,286,155.81	26,387,845.02	2,756,661.05	91

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 February 28, 2018

FND FUNC	- 400 DESCRIPTION	SPECIAL REVENUE	ESTIMATED REVENUE	CURRENT REVENUE FEBRUARY 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3201	CAREER AND TECH EDUCATION		178,909.00	12,456.56	105,161.20	73,747.80	59
3221	ADULT GENERAL EDUCATION		151,203.00	11,608.08	92,230.16	58,972.84	61
3225	Teacher/PRINCIPAL TRAIN/RECRUI		685,401.59	42,122.25	312,535.28	372,866.31	46
3230	EDUCATION FOR THE HANDICAPPED		4,184,728.15	322,308.76	2,062,216.77	2,122,511.38	49
3240	ECIA, CHAPTER 1		5,417,094.92	339,331.53	2,107,057.94	3,310,036.98	39
3242	21st CENTURY SCHOOLS		492,548.17	35,447.16	243,647.89	248,900.28	49
3261	SCHOOL LUNCH REIMBURSEMENT		4,181,460.00	430,862.35	2,938,371.73	1,243,088.27	70
3262	SCHOOL BREAKFAST REIMBURSEMENT		1,276,408.80	131,076.08	866,382.74	410,026.06	68
3263	AFTER SCHOOL SNACKS-FED REIMB		237,022.02	28,038.56	157,543.76	79,478.26	66
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	13,474.70	30,252.65	29,547.35	51
3280	FEDERAL THROUGH LOCAL		112,941.16	7,231.49	33,862.12	79,079.04	30
3293	EMERGENCY IMMIGRANT EDUC. PROG		143,741.79	10,532.72	77,474.25	66,267.54	54
3337	SCHOOL BREAKFAST SUPPLEMENT		42,172.00	0.00	19,470.00	22,702.00	46
3338	SCHOOL LUNCH SUPPLEMENT		56,134.00	0.00	27,359.00	28,775.00	49
3431	INTEREST ON INVESTMENTS		18,079.07	2,211.02	16,079.07	2,000.00	89
3451	STUDENT LUNCHESES		566,913.00	50,672.09	270,758.91	296,154.09	48
3452	STUDENT BREAKFASTS		87,274.80	5,071.55	27,568.25	59,706.55	32
3453	ADULT BREAKFASTS/LUNCHESES		18,164.25	1,725.00	8,230.50	9,933.75	45
3454	STUDENT A LA CARTE		543,685.50	52,514.45	330,056.97	213,628.53	61
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		5,109.33	171.39	5,109.33	0.00	100
3495	OTHER MISC LOCAL SOURCES		7,019.86	9.17-	7,019.86	0.00	100
3497	REFUNDS-PRIOR YEAR EXPENDITURE		167.43	0.00	167.43	0.00	100
	*		19,642,979.84	1,496,846.57	9,995,258.59	9,647,721.25	51

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 February 28, 2018

FND FUNC	- 700 DESCRIPTION	INTERNAL SERVICE FUN	ESTIMATED REVENUE	CURRENT REVENUE FEBRUARY 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		507,690.00	0.00	67,464.92	440,225.08	13
3431	INTEREST ON INVESTMENTS		34,000.00	5,000.90	20,426.61	13,573.39	60
3483	PREMIUM REVENUE-VISION INS		154,584.00	12,977.74	98,066.30	56,517.70	63
3484	PREMIUM REVENUE-HEALTH INS		18,445,219.00	1,575,485.50	12,295,557.45	6,149,661.55	67
3485	PREMIUM REVENUE-DENTAL		1,349,170.00	112,489.49	859,646.08	489,523.92	64
3486	PREMIUM REVENUE-LIFE INSURANCE		557,558.00	43,328.58	342,143.48	215,414.52	61
3487	PREMIUM REVENUE-DISABILITY INS		496,485.00	38,812.00	306,571.31	189,913.69	62
3488	CONTRIBUTIONS-FLEXIBLE SPENDIN		170,499.00	18,438.92	133,133.92	37,365.08	78
3489	Premium Revenue-EAP		34,000.00	2,901.50	20,517.70	13,482.30	60
3495	OTHER MISC LOCAL SOURCES		115,000.00	0.00	115,000.00	0.00	100
3610	TRANSFERS FROM GENERAL FUND		1,566,666.00	0.00	1,566,666.00	0.00	100
	*		23,430,871.00	1,809,434.63	15,825,193.77	7,605,677.23	68

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 February 28, 2018

FND FUNC	- 800 DESCRIPTION	AGENCY	ESTIMATED REVENUE	CURRENT REVENUE FEBRUARY 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		900.00	83.55	578.98	321.02	64
		*	900.00	83.55	578.98	321.02	64

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 February 28, 2018

FND FUNC	- 900 DESCRIPTION	ENTERPRISE FUNDS	ESTIMATED REVENUE	CURRENT REVENUE FEBRUARY 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		5,363.90	814.67	5,363.90	0.00	100
3473	SCHOOL AGE CHILD CARE FEES		807,900.00	84,030.14	630,721.69	177,178.31	78
3497	REFUNDS-PRIOR YEAR EXPENDITURE		140.00	0.00	140.00	0.00	100
3740	INSURANCE LOSS RECOVERIES		315.38	0.00	315.38	0.00	100
	*		813,719.28	84,844.81	636,540.97	177,178.31	78

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 February 28, 2018

FND FUNC	DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE FEBRUARY 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
=====	=====	=====	=====	=====	=====	=====
REQUEST 160	TOTAL	235,931,542.26	13,966,041.41	177,021,844.73	58,909,697.53	75

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		101241661.57	57432921.54	15241616.18	20347322.89	672.60	6901920.25	150672.16	1166535.95	.00
EXPENDITURE		57927948.87	32821857.41	8834405.09	12787438.04	222.05	2290923.26	102032.97	1091070.05	.00
ENCUMBRANCE		873987.65	.00	.00	463206.98	.00	284061.01	17008.06	109711.60	.00
BALANCE		42439725.05	24611064.13	6407211.09	7096677.87	450.55	4326935.98	31631.13	34245.70-	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		3742001.51	2869411.58	806897.60	18132.28	961.51	30726.20	1976.21	13896.13	.00
EXPENDITURE		2242355.73	1714113.57	486509.24	4682.94	1172.16	18466.50	1384.46	16026.86	.00
ENCUMBRANCE		5262.72	.00	.00	3102.51	.00	2160.21	.00	.00	.00
BALANCE		1494383.06	1155298.01	320388.36	10346.83	210.65-	10099.49	591.75	2130.73-	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		2019212.65	1451061.68	428572.66	7017.29	.00	20014.00	96453.62	16093.40	.00
EXPENDITURE		1142727.10	839370.14	235798.58	3958.54	.00	10463.94	38972.68	14163.22	.00
ENCUMBRANCE		24181.16	.00	.00	2858.75	.00	5440.31	15882.10	.00	.00
BALANCE		852304.39	611691.54	192774.08	200.00	.00	4109.75	41598.84	1930.18	.00
INST & CURR DEV 6300										
APPROPRIATION		4470527.60	3556808.67	891766.49	8282.90	.00	6355.59	2383.58	4930.37	.00
EXPENDITURE		2863642.79	2273487.69	579839.88	3134.51	.00	1706.85	1358.38	4115.48	.00
ENCUMBRANCE		3996.82	.00	.00	2707.35	.00	562.75	726.72	.00	.00
BALANCE		1602887.99	1283320.98	311926.61	2441.04	.00	4085.99	298.48	814.89	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1774669.52	948408.85	275780.59	448634.41	.00	5417.37	2990.00	93438.30	.00
EXPENDITURE		956147.67	559305.57	152815.40	213583.23	.00	1118.77	2990.00	26334.70	.00
ENCUMBRANCE		65696.46	.00	.00	65696.46	.00	.00	.00	.00	.00
BALANCE		752825.39	389103.28	122965.19	169354.72	.00	4298.60	.00	67103.60	.00
INSTR RELATED TECH 6500										
APPROPRIATION		9647539.90	622920.33	165732.23	618887.86	.00	41207.41	8198792.07	.00	.00
EXPENDITURE		4491115.17	458165.00	121811.43	503258.75	.00	33626.43	3374253.56	.00	.00
ENCUMBRANCE		88269.56	.00	.00	15634.93	.00	5350.88	67283.75	.00	.00
BALANCE		5068155.17	164755.33	43920.80	99994.18	.00	2230.10	4757254.76	.00	.00
BOARD OF EDUCATION 7100										
APPROPRIATION		1708182.70	421673.08	180001.61	1084117.82	.00	1628.94	.00	20761.25	.00
EXPENDITURE		898146.59	347686.24	115884.51	432402.47	.00	1673.37	.00	500.00	.00
ENCUMBRANCE		569363.48	.00	.00	569361.48	.00	2.00	.00	.00	.00
BALANCE		240672.63	73986.84	64117.10	82353.87	.00	46.43-	.00	20261.25	.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		747288.63	300390.45	99204.30	52813.93	300.00	20675.04	.00	273904.91	.00
EXPENDITURE		321804.37	199236.98	64851.89	31601.12	169.16	8417.22	.00	17528.00	.00
ENCUMBRANCE		8973.65	.00	.00	5818.15	.00	355.50	.00	2800.00	.00

BALANCE		416510.61	101153.47	34352.41	15394.66	130.84	11902.32	.00	253576.91	.00

SCH ADMINISTRATION	7300									
APPROPRIATION		9342378.48	7180038.45	1929899.46	124530.92	450.00	52436.42	20533.07	34490.16	.00
EXPENDITURE		5676004.71	4365685.63	1203910.37	58415.27	244.91	24575.12	5147.23	18026.18	.00
ENCUMBRANCE		49887.01	.00	.00	38584.56	.00	9504.14	1023.31	775.00	.00

BALANCE		3616486.76	2814352.82	725989.09	27531.09	205.09	18357.16	14362.53	15688.98	.00

FAC ACQ & CONST	7400									
APPROPRIATION		663652.91	413623.44	102331.99	29838.65	4305.00	14127.16	99426.67	.00	.00
EXPENDITURE		470986.48	274183.60	67647.37	25420.85	2730.23	10296.24	90708.19	.00	.00
ENCUMBRANCE		8982.08	.00	.00	3071.94	.00	530.97	5379.17	.00	.00

BALANCE		183684.35	139439.84	34684.62	1345.86	1574.77	3299.95	3339.31	.00	.00

FISCAL SERVICES	7500									
APPROPRIATION		1117080.52	794342.02	233632.14	65215.00	.00	3343.31	.00	20548.05	.00
EXPENDITURE		756782.37	554820.20	160312.81	35557.58	.00	2140.64	.00	3951.14	.00
ENCUMBRANCE		17858.12	.00	.00	10509.30	.00	.00	.00	7348.82	.00

BALANCE		342440.03	239521.82	73319.33	19148.12	.00	1202.67	.00	9248.09	.00

FOOD SERVICE	7600									
APPROPRIATION		24271.86	22640.97	1445.79	185.10	.00	.00	.00	.00	.00
EXPENDITURE		24271.86	22383.97	1702.79	185.10	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00

BALANCE		.00	257.00	257.00-	.00	.00	.00	.00	.00	.00

CENTRAL SERVICES	7700									
APPROPRIATION		2323688.50	1382278.06	408154.68	415566.88	5665.00	101982.21	2663.27	7378.40	.00
EXPENDITURE		1351597.05	891968.35	270822.35	164848.55	4308.71	10547.27	1542.98	7558.84	.00
ENCUMBRANCE		90626.64	.00	.00	80336.25	80.08	10210.31	.00	.00	.00

BALANCE		881464.81	490309.71	137332.33	170382.08	1276.21	81224.63	1120.29	180.44-	.00

TRANSPORTATION SER	7800									
APPROPRIATION		4641833.42	2659452.17	990366.43	313684.47	419516.33	175138.27	8271.82	75403.93	.00
EXPENDITURE		2890278.29	1674519.47	565087.72	120784.09	331151.87	108329.78	1279.06	89126.30	.00
ENCUMBRANCE		139649.63	.00	.00	18574.28	93585.01	21597.34	5893.00	.00	.00

BALANCE		1611905.50	984932.70	425278.71	174326.10	5220.55-	45211.15	1099.76	13722.37-	.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		12674199.65	3793036.04	1213031.19	3362578.73	3967294.38	323251.32	11162.67	3845.32	.00
EXPENDITURE		8850109.40	2363486.01	795660.06	2528497.27	2941880.12	211561.76	9024.18	.00	.00
ENCUMBRANCE		183621.58	.00	.00	125474.41	2661.30	53672.89	1812.98	.00	.00
BALANCE		3640468.67	1429550.03	417371.13	708607.05	1022752.96	58016.67	325.51	3845.32	.00
MAINTENANCE SERVICE 8100										
APPROPRIATION		3799229.02	2185704.09	626281.66	741388.82	38250.00	193597.72	13091.34	915.39	.00
EXPENDITURE		2567147.01	1488801.12	421252.05	512582.20	27449.92	107954.98	8257.10	849.64	.00
ENCUMBRANCE		269604.35	.00	.00	210956.63	246.00	56633.78	1767.94	.00	.00
BALANCE		962477.66	696902.97	205029.61	17849.99	10554.08	29008.96	3066.30	65.75	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		3930099.65	1996127.93	532547.10	1106271.71	2477.57	6969.31	285428.03	278.00	.00
EXPENDITURE		2421413.01	1284617.59	339081.89	712733.43	1925.32	3971.13	78805.65	278.00	.00
ENCUMBRANCE		539134.01	.00	.00	335234.56	.00	2061.54	201837.91	.00	.00
BALANCE		969552.63	711510.34	193465.21	58303.72	552.25	936.64	4784.47	.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		1636.67	1537.02	99.65	.00	.00	.00	.00	.00	.00
EXPENDITURE		1636.67	1537.02	99.65	.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		163869154.76	88032376.37	24127361.75	28744469.66	4439892.39	7898790.52	8893844.51	1732419.56	.00
EXPENDITURE		95854115.14	52135225.56	14417493.08	18139083.94	3311254.45	2845773.26	3715756.44	1289528.41	.00
ENCUMBRANCE		2939094.92	.00	.00	1951128.54	96572.39	452143.63	318614.94	120635.42	.00
BALANCE		65075944.70	35897150.81	9709868.67	8654257.18	1032065.55	4600873.63	4859473.13	322255.73	.00
DEBT SERVICES 9200										
APPROPRIATION		20709.00	.00	.00	.00	.00	.00	.00	20709.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		20709.00	.00	.00	.00	.00	.00	.00	20709.00	.00
9700 - 9790										
APPROPRIATION		3943925.81	.00	.00	.00	.00	.00	.00	.00	3943925.81
EXPENDITURE		3404792.78	.00	.00	.00	.00	.00	.00	.00	3404792.78
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		539133.03	.00	.00	.00	.00	.00	.00	.00	539133.03

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		3964634.81	.00	.00	.00	.00	.00	.00	20709.00	3943925.81
EXPENDITURE		3404792.78	.00	.00	.00	.00	.00	.00	.00	3404792.78
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		559842.03	.00	.00	.00	.00	.00	.00	20709.00	539133.03
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		167833789.57	88032376.37	24127361.75	28744469.66	4439892.39	7898790.52	8893844.51	1753128.56	3943925.81
EXPENDITURE		99258907.92	52135225.56	14417493.08	18139083.94	3311254.45	2845773.26	3715756.44	1289528.41	3404792.78
ENCUMBRANCE		2939094.92	.00	.00	1951128.54	96572.39	452143.63	318614.94	120635.42	.00
BALANCE		65635786.73	35897150.81	9709868.67	8654257.18	1032065.55	4600873.63	4859473.13	342964.73	539133.03

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		3036221.28	.00	.00	.00	.00	.00	.00	3036221.28	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		10020984.88	.00	.00	.00	.00	.00	.00	10020984.88	.00
*SUB TOTAL										
APPROPRIATION		13057206.16	.00	.00	.00	.00	.00	.00	13057206.16	.00
EXPENDITURE		3036221.28	.00	.00	.00	.00	.00	.00	3036221.28	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		10020984.88	.00	.00	.00	.00	.00	.00	10020984.88	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		13057206.16	.00	.00	.00	.00	.00	.00	13057206.16	.00
EXPENDITURE		3036221.28	.00	.00	.00	.00	.00	.00	3036221.28	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		10020984.88	.00	.00	.00	.00	.00	.00	10020984.88	.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		26116487.47	.00	.00	.00	.00	.00	24699036.47	1417451.00	.00
EXPENDITURE		8587694.51	.00	.00	.00	.00	.00	7170243.51	1417451.00	.00
ENCUMBRANCE		5764253.78	.00	.00	.00	.00	.00	5764253.78	.00	.00
BALANCE		11764539.18	.00	.00	.00	.00	.00	11764539.18	.00	.00
*SUB TOTAL										
APPROPRIATION		26116487.47	.00	.00	.00	.00	.00	24699036.47	1417451.00	.00
EXPENDITURE		8587694.51	.00	.00	.00	.00	.00	7170243.51	1417451.00	.00
ENCUMBRANCE		5764253.78	.00	.00	.00	.00	.00	5764253.78	.00	.00
BALANCE		11764539.18	.00	.00	.00	.00	.00	11764539.18	.00	.00
9700 - 9790										
APPROPRIATION		15298742.58	.00	.00	.00	.00	.00	.00	.00	5298742.58
EXPENDITURE		3414161.41	.00	.00	.00	.00	.00	.00	.00	3414161.41
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11884581.17	.00	.00	.00	.00	.00	.00	.00	1884581.17
*SUB TOTAL										
APPROPRIATION		15298742.58	.00	.00	.00	.00	.00	.00	.00	5298742.58
EXPENDITURE		3414161.41	.00	.00	.00	.00	.00	.00	.00	3414161.41
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		11884581.17	.00	.00	.00	.00	.00	.00	.00	1884581.17
GRAND TOTAL FOR FUND										
APPROPRIATION		41415230.05	.00	.00	.00	.00	.00	24699036.47	1417451.00	5298742.58
EXPENDITURE		12001855.92	.00	.00	.00	.00	.00	7170243.51	1417451.00	3414161.41
ENCUMBRANCE		5764253.78	.00	.00	.00	.00	.00	5764253.78	.00	.00
BALANCE		23649120.35	.00	.00	.00	.00	.00	11764539.18	.00	1884581.17

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		5628192.66	3208989.80	1150428.18	549422.06	.00	446021.93	61335.00	211995.69	.00
EXPENDITURE		2378726.12	1484854.52	503289.74	111191.35	.00	159220.49	20885.88	99284.14	.00
ENCUMBRANCE		138865.14	.00	.00	35048.25	.00	81941.84	21875.05	.00	.00
BALANCE		3110601.40	1724135.28	647138.44	403182.46	.00	204859.60	18574.07	112711.55	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		1241528.65	924274.75	239500.11	18967.00	.00	58786.79	.00	.00	.00
EXPENDITURE		627334.82	481597.27	126385.11	1822.88	.00	17529.56	.00	.00	.00
ENCUMBRANCE		4958.90	.00	.00	2578.01	.00	2380.89	.00	.00	.00
BALANCE		609234.93	442677.48	113115.00	14566.11	.00	38876.34	.00	.00	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		4034.79	3441.00	593.79	.00	.00	.00	.00	.00	.00
EXPENDITURE		2316.11	1998.65	317.46	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		1718.68	1442.35	276.33	.00	.00	.00	.00	.00	.00
INST & CURR DEV 6300										
APPROPRIATION		2341581.75	1730936.12	511183.00	68633.53	.00	7727.35	8000.00	15101.75	.00
EXPENDITURE		1114964.62	863678.04	223605.19	25132.59	.00	372.93	.00	2175.87	.00
ENCUMBRANCE		4729.39	.00	.00	4692.80	.00	36.59	.00	.00	.00
BALANCE		1221887.74	867258.08	287577.81	38808.14	.00	7317.83	8000.00	12925.88	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1052599.92	476352.89	122530.81	346038.68	.00	42031.93	.00	65645.61	.00
EXPENDITURE		371585.68	204331.96	54816.57	76245.14	.00	11107.52	.00	25084.49	.00
ENCUMBRANCE		49227.61	.00	.00	48157.47	.00	1070.14	.00	.00	.00
BALANCE		631786.63	272020.93	67714.24	221636.07	.00	29854.27	.00	40561.12	.00
GEN ADMINISTRATION 7200										
APPROPRIATION		421405.48	.00	.00	.00	.00	.00	.00	421405.48	.00
EXPENDITURE		296000.20	.00	.00	.00	.00	.00	.00	296000.20	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		125405.28	.00	.00	.00	.00	.00	.00	125405.28	.00
FOOD SERVICE 7600										
APPROPRIATION		9855534.77	3054522.16	1141699.01	218159.51	269142.61	3757044.67	1096021.15	318945.66	.00
EXPENDITURE		5503642.31	1595373.21	558586.32	87003.49	187847.77	2282609.37	564806.59	227415.56	.00
ENCUMBRANCE		735846.32	.00	.00	22968.79	14984.39	694835.61	3057.53	.00	.00
BALANCE		3616046.14	1459148.95	583112.69	108187.23	66310.45	779599.69	528157.03	91530.10	.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		214693.62	6437.00	1044.00	.00	.00	.00	.00	207212.62	.00
EXPENDITURE		3723.42	337.18	51.36	.00	.00	.00	.00	3334.88	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		210970.20	6099.82	992.64	.00	.00	.00	.00	203877.74	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		457921.91	335283.89	73665.48	8049.32	.00	40654.27	.00	268.95	.00
EXPENDITURE		239534.64	173793.01	31665.53	3849.32	.00	30360.83	.00	134.05	.00
ENCUMBRANCE		6888.84	.00	.00	3125.00	.00	3763.84	.00	.00	.00
BALANCE		211498.43	161490.88	41999.95	1075.00	.00	6529.60	.00	403.00	.00
*SUB TOTAL										
APPROPRIATION		21222102.55	9744237.61	3241253.38	1209270.10	269142.61	4352266.94	1165356.15	1240575.76	.00
EXPENDITURE		10537827.92	4805963.84	1498717.28	305244.77	187847.77	2501200.70	585692.47	653161.09	.00
ENCUMBRANCE		940516.20	.00	.00	116570.32	14984.39	784028.91	24932.58	.00	.00
BALANCE		9743758.43	4938273.77	1742536.10	787455.01	66310.45	1067037.33	554731.10	587414.67	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		21222102.55	9744237.61	3241253.38	1209270.10	269142.61	4352266.94	1165356.15	1240575.76	.00
EXPENDITURE		10537827.92	4805963.84	1498717.28	305244.77	187847.77	2501200.70	585692.47	653161.09	.00
ENCUMBRANCE		940516.20	.00	.00	116570.32	14984.39	784028.91	24932.58	.00	.00
BALANCE		9743758.43	4938273.77	1742536.10	787455.01	66310.45	1067037.33	554731.10	587414.67	.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		38341.54	30674.56	7666.98	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		45332.46	34278.44	10054.02	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		12722611.91	65046.35	2240194.32	952837.62	2856.20	.00	.00	9461677.42	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		9434786.09	29710.65	1242628.68	281581.38	1143.80	.00	.00	7879721.58	.00
*SUB TOTAL										
APPROPRIATION		22241072.00	159710.00	3500544.00	1234669.00	4000.00	.00	.00	17342149.00	.00
EXPENDITURE		12760953.45	95720.91	2247861.30	952837.62	2856.20	.00	.00	9461677.42	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		9480118.55	63989.09	1252682.70	281831.38	1143.80	.00	.00	7880471.58	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		22241072.00	159710.00	3500544.00	1234669.00	4000.00	.00	.00	17342149.00	.00
EXPENDITURE		12760953.45	95720.91	2247861.30	952837.62	2856.20	.00	.00	9461677.42	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		9480118.55	63989.09	1252682.70	281831.38	1143.80	.00	.00	7880471.58	.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	62290.00	.00	52188.66	7535.00	725.00	.00
EXPENDITURE		511510.95	372388.85	71133.91	25804.23	.00	34282.74	7181.86	719.36	.00
ENCUMBRANCE		8118.26	.00	.00	4887.79	.00	3230.47	.00	.00	.00
BALANCE		285991.85	201478.52	37881.12	31597.98	.00	14675.45	353.14	5.64	.00
*SUB TOTAL										
APPROPRIATION		805621.06	573867.37	109015.03	62290.00	.00	52188.66	7535.00	725.00	.00
EXPENDITURE		511510.95	372388.85	71133.91	25804.23	.00	34282.74	7181.86	719.36	.00
ENCUMBRANCE		8118.26	.00	.00	4887.79	.00	3230.47	.00	.00	.00
BALANCE		285991.85	201478.52	37881.12	31597.98	.00	14675.45	353.14	5.64	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		805621.06	573867.37	109015.03	62290.00	.00	52188.66	7535.00	725.00	.00
EXPENDITURE		511510.95	372388.85	71133.91	25804.23	.00	34282.74	7181.86	719.36	.00
ENCUMBRANCE		8118.26	.00	.00	4887.79	.00	3230.47	.00	.00	.00
BALANCE		285991.85	201478.52	37881.12	31597.98	.00	14675.45	353.14	5.64	.00

* * * END OF IRBD410 REPORT * * *

FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING			PRD-08 FEBRUARY 2018	
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
B	TRANSFERS	16,716,193.58	0.00	0.00	4,831,612.41	11,884,581.17
B 001	SAFETY TO HEALTH	2,991,346.13	475.00	404,767.01	638,343.55	1,947,760.57
B 002	ADA COMPLIANCE	250,941.31	0.00	170,546.67	27,820.23	52,574.41
B 003	ENVIRONMENTAL COMPLIANCE	2,131.22	0.00	950.00	947.53	233.69
B 004	AIR CONDITIONING	3,045,162.00	0.00	684,788.75	1,030,694.34	1,329,678.91
B 005	ROOFING	1,290,084.56	0.00	107,726.49	419,555.79	762,802.28
B 007	WALKWAYS AND SIDEWALKS	286,926.30	0.00	147,862.62	127,307.24	11,756.44
B 008	ELECTRICAL	234,272.88	38,870.71	82,700.79	96,209.38	16,492.00
B 009	SITE IMPROVEMENTS	614,174.70	0.00	57,794.49	388,257.83	168,122.38
B 010	BUILDING RENOVATIONS	1,629,553.79	0.00	70,967.05	119,929.03	1,438,657.71
B 012	TECHNOLOGY	655,038.74	0.00	16,299.65	138,115.41	500,623.68
B 013	MOTOR VEHICLES	1,172,817.42	0.00	1,049,845.80	122,578.00	393.62
B 016	PLUMBING & WATER PROJECTS	222,293.62	0.00	33,942.47	49,533.42	138,817.73
B 018	PAVING	275,210.33	0.00	29,080.88	188,204.83	57,924.62
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	154,377.69	0.00	34,017.12	45,331.76	75,028.81
B 024	MISC EQUIPMENT	392,285.83	1,260.00	32,524.12	112,386.53	246,115.18
B 030	CONCRETE CLASSROOM ADDITIONS	273,602.88	0.00	6,220.00	236,895.47	30,487.41
B 031	PROPERTY/CASUALTY PREMIUM	0.00	0.00	0.00	0.00	0.00
B 033	WINDOWS & DOORS	22,820.94	2,861.00	14,848.08	2,344.65	2,767.21
B 034	CUSTODIAL/GROUNDS EQUIPMENT	63,807.00	0.00	817.28	58,257.69	4,732.03
B 036	CONSULTING	90,748.42	0.00	39,800.00	9,326.79	41,621.63
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	10,137.09	69,144.00	66,280.91
B 048	PORTABLE LEASING & FF&E	965,068.63	0.00	170,115.70	114,572.56	680,380.37
B 051	TITLE I SKIPPED SCHOOLS	0.00	0.00	0.00	0.00	0.00
B 068	BEACHLAND EXPANSION	1,130,824.78	0.00	48,941.86	1,081,448.77	434.15
B 072	PLAYGROUNDS	726,906.55	0.00	59,809.32	226,486.41	440,610.82
B 402	NEW ADMINISTRATIVE FACILITY	24,551.86	0.00	1,000.00	18,001.41	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	22,826.21	225,897.44	50,000.00
B 421	DW CARPET TO TILE	821,887.12	0.00	57,250.50	124,089.92	640,546.70
B 429	CITRUS ADDITIONAL CLASSROOMS	77,943.87	0.00	9,443.87	68,500.00	0.00
B 431	DW CHILLER REPLACEMENT	960,353.16	0.00	602,075.00	49,824.00	308,454.16
B 442	PARKING LOT PROJECT	210,504.84	0.00	116,409.00	4,110.00	89,985.84
B 444	SCHOOL CAMPUS REHABILITATION	0.00	0.00	0.00	0.00	0.00
B 446	VBHS CITRUS BOWL RENOVATIONS	1,238,881.77	0.00	42,088.36	1,160,061.69	36,731.72
B 447	PIE MULTI PURPOSE ROOM	172,313.70	0.00	1,540.63	4,359.37	166,413.70
B 448	TCCAE-TECH CENTER CAREER/ADULT	2,081,545.00	0.00	1,633,351.97	205,808.47	242,384.56
B 449	STUDENT CAPACITY/IMPACT FEES	1,971,032.41	0.00	0.00	0.00	1,971,032.41
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
	*	41,415,230.05	43,466.71	5,764,253.78	12,001,855.92	23,605,653.64

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FND - 420 SPECIAL REVENUE - OTHER - 420		PRD-00 BEGINNING			PRD-08 FEBRUARY 2018		
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	30291.00	0.00	972.12	8398.19	20920.69	69.07
B 104	TITLE IV-STUDENT SUPP&ACA ENRI	113094.51	0.00	53525.84	1080.23	58488.44	51.72
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	4942598.00	5620.13	71550.73	2023002.20	2842424.94	57.51
B 110	TITLE III ENH OPP FOR IMMIG	15617.32	0.00	0.00	8548.20	7069.12	45.26
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	684419.42	0.00	23467.66	311602.00	349349.76	51.04
B 134	Title I School Imp Init FY18	308560.00	0.00	14570.35	52025.91	241963.74	78.42
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	128124.47	0.00	2532.92	68877.16	56714.39	44.27
B 177	21ST. CENTURY - PIE	60928.94	0.00	0.00	60928.94	0.00	.00
B 178	21st. century - pie	245350.00	930.00	3799.78	60577.01	180043.21	73.38
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	162231.00	1905.00	3335.31	98103.71	58886.98	36.30
B 200	IDEA Part B Pre K 2017-2018	115632.28	0.00	1742.42	64466.84	49423.02	42.74
B 206	IDEA Part B 2017-2018	4069095.87	200.55	24765.17	1997749.93	2046380.22	50.29
B 302	Adult Education FY 17/18	151203.00	0.00	0.00	92230.16	58972.84	39.00
B 310	Carl Perkins Sec Voc Ed FY18	178909.00	1260.00	1654.91	105161.20	70832.89	39.59
	*	11253626.62	9915.68	201917.21	5000323.49	6041470.24	53.68

FND - 421 SPECIAL REVEVUE-OTHER FED DIR		PRD-00 BEGINNING			PRD-08	FEBRUARY	2018	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM	
B	202	SEDNET ALLOCATION	20386.00	0.00	78.94	9184.56	11122.50	54.56
B	205	SEDNET E/BD CONTACTS MTG MINI	23.53	0.00	0.00	23.53	0.00	.00
B	210	FDLRS - 2017/2018	5393.07	0.00	0.00	5393.07	0.00	.00
B	214	TPCA 2018	62960.00	0.00	0.00	2617.30	60342.70	95.84
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	2673.73	16260.10	4861.17	20.43
	*		112941.16	0.00	2752.67	33862.12	76326.37	67.58

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
REQUEST 163 TOTAL	11366567.78	9915.68	204669.88	5034185.61	6117796.61	53.82

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RECURRING VENDORS FY '18 SPEND ANALYSIS updated 4.6.18

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
V090359	1ST FIRE AND SECURITY		\$ 225,000.00	\$ 22,901.82	Fire Alarms - inspect,test,repair	St. Lucie Co Bid #14-043 (Repair only)
P.O.Number	Date	Amount				
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 202,098.18				
V081198	ADVANCED PLACEMENT		\$ 160,000.00	\$ 7,233.00	Instructional Materials	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
1800690	THRU 3.31.18 subtotal	\$ 152,767.00			Exams, testing charges VBHS	
V080053	AFLAC		\$ 156,200.00	\$ 52,098.52	Benefits	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
Misc. Checks	THRU 3.31.18 subtotal	\$ 104,101.48				
V101900	AMERIGAS		\$ 325,000.00	\$ 25,950.00	LP Fuel for school buses	Broward Co. Schools Bid #15-024R
P.O.Number	Date	Amount				
18000308	THRU 3.31.18 subtotal	\$ 299,050.00				
V085007	CDW GOVERNMENT LLC		\$ 900,000.00	\$ 493,291.55	Technology Equipment/Software	NJPA Contract #100614
P.O.Number	Date	Amount				
Multiple P.O.'s	THRU 3.31.18 subtotal	\$406,708.45				
V013080	CITY OF VERO BEACH UTILITIES		\$ 1,600,000.00	\$ 531,502.10	Utilities	Bid Exempt
P.O.Number	Date	Amount				
Misc. Checks	THRU 3.31.18 subtotal	\$ 1,068,497.90				
V080054	CONSECO HEALTH INS CO		\$ 164,800.00	\$ 82,403.40	Employee Benefits	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
Misc. Checks	THRU 3.31.18 subtotal	\$ 82,396.60				
V099396	DAVIS VISION INC		\$ 155,000.00	\$ 37,829.28	Employee Benefits	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
Misc. Checks	THRU 3.31.18 subtotal	\$ 117,170.72				
V099393	DELTA DENTAL INSURANCE CO		\$ 1,380,400.00	\$ 354,305.23	Employee Benefits	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
Misc. Checks	THRU 3.31.18 subtotal	\$ 1,026,094.77				

RECURRING VENDORS FY '18 SPEND ANALYSIS updated 4.6.18

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
V088974	EE&G ENVIRONMENTAL		\$ 179,455.42	\$ 2,629.99	Environmental Services	Brevard Co. RFP #14-P-079-DR
P.O.Number	Date	Amount				NOTE: Brd Appr incr \$59,455.42
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 176,825.43				
V101504	FAMOSO INC dba MANPOWER		\$ 206,341.37	\$ 6,000.00	Substitute Custodians	St. Lucie Co. RFP 14-042*
P.O.Number	Date	Amount				NOTE: Brd Appr incr \$56,341.37
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 200,341.37				
V089969	FIRST FINANCIAL ADMIN.		\$ 115,200.00	\$ 31,947.32	Employee Benefits	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
Misc. Checks	THRU 3.31.18 subtotal	\$ 83,252.68				
V023780	FLORIDA POWER & LIGHT		\$ 2,696,200.00	\$ 485,572.03	Utilities	Bid Exempt
P.O.Number	Date	Amount				
Misc. Checks	THRU 3.31.18 subtotal	\$ 2,210,627.97				
V023900	FLORIDA SCHOOL BOOK		\$ 1,719,141.88	\$ 570,623.02	Instructional Materials/Supplies	6A-1.012(15) Exempt
		Amount				
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 1,148,518.86				
V024025	FL TRANSP. SYSTEMS		\$ 1,150,000.00	\$ 95,116.09	School Buses / Parts & Inventory	DOE BID #2017-01 (buses only)
P.O.Number	Date	Amount				
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 1,054,883.91				
V086509	GRAINGER		\$ 125,000.00	\$ 54,464.35	MRO Parts	FL State Contract #450-000-11-ACS
P.O.Number	Date	Amount				
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 70,535.65				
V084279	HEINEMANN		\$ 170,000.00	\$ 65,915.45	Instructional Materials/Supplies	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 104,084.55				
V070618	INDIAN RIVER CO SHERIFFS		\$ 540,000.00	\$ 506,930.00	Resource Officers/Other Svcs.	Board Approved 06/14/16
P.O.Number	Date	Amount				
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 33,070.00				

RECURRING VENDORS FY '18 SPEND ANALYSIS updated 4.6.18

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
V032740	INDIAN RIVER CO UTILITIES		\$ 275,200.00	\$ 86,814.60	Utilities	Bid Exempt
P.O.Number	Date	Amount				
Misc. Checks	THRU 3.31.18 subtotal	\$ 188,385.40				
V099209	INDIAN RIVER STATE COLLEGE		\$ 410,000.00	\$ 34,611.00	Dual Enrollment/Textbooks/Fees	Board Apprd. 08.22.17 Action A
P.O.Number	Date	Amount				
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 375,389.00				
V086879	INTNL. BACCALAUREATE		\$ 100,000.00	\$ 5,438.00	Instr. Materials/Supplies/Fees	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 94,562.00				
V040546	M&B PRODUCTS		\$ 250,000.00	\$ 44,525.00	Juice	Palm Beach Co. Schls ITB #15C-34D
P.O.Number	Date	Amount				
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 205,475.00				
V082781	MARTIN FENCE		\$ 100,000.00	\$ 3,910.00	Fencing	Town of Davie B-12-76
P.O.Number	Date	Amount				
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 96,090.00				
V101301	NATIONAL EMPLOYEE BENEFIT		\$ 1,300,000.00	\$ 517,995.78	Employee Benefits	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
Misc. Checks	THRU 3.31.18 subtotal	\$ 782,004.22				
V086490	PORT CONSOLIDATED		\$ 150,000.00	\$ 19,826.95	Fuel Unleaded & Diesel	City of PSL Co-Op Bid #20130038
P.O.Number	Date	Amount				
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 130,173.05				
V090306	PRESIDIO NETWORKED		\$ 500,000.00	\$ 272,367.74	Technology Equipment/Software	FL St. Contr #43220000-WSCA-14-ACS*
P.O.Number	Date	Amount				
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 227,632.26				
V099196	REGIONS BANK		\$ 7,000,000.00	\$ 1,615,776.46	Credit card payments	Bid Exempt
P.O.Number	Date	Amount				
Misc. Checks	THRU 3.31.18 subtotal	\$ 5,384,223.54				

RECURRING VENDORS FY '18 SPEND ANALYSIS updated 4.6.18

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
V099275	ROBERT ERNESTON PRODUCE		\$ 250,000.00	\$ (66,635.36)	Produce	Palm Beach Co. Schools ITB 15C-33D
P.O.Number	Date	Amount				
MISC Pcard	THRU 3.31.18 subtotal	\$ 316,635.36				
V057921	SCERMP PC		\$ 2,576,169.00	\$ 17,836.16	Insurance Services	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
1801061	3.31.18 (& direct pay) Subtotal	\$ 2,558,332.84				
V089275	STANDARD INSURANCE CO		\$ 550,000.00	\$ 183,306.46	Employee Benefits	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
Misc. Checks	THRU 3.31.18 subtotal	\$ 366,693.54				
V080064	TRANE		\$ 1,000,000.00	\$ 7,617.00	HVAC	TCPN #R150502
P.O.Number	Date	Amount				
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 992,383.00				
V087664	UNITED DATA TECHNOLOGIES		\$ 800,000.00	\$ 708,838.95	Technology Equipment/Software	FL St. Contr #43211500-WSCA-15-ACS*
P.O.Number	Date	Amount				
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 91,161.05				
V100088	UNUM LIFE INSURANCE CO		\$ 300,000.00	\$ 108,669.35	Employee Benefits	6A-1.012(15) Exempt
P.O.Number	Date	Amount				
Misc. Checks	THRU 3.31.18 subtotal	\$ 191,330.65				
V090538	US FOODS (P.O.W.E.R.B.U.Y.)		\$ 2,250,000.00	\$ 284,219.97	Food & Non-Food Cafeteria Items	Ocseola Co. Schools Bid C-14-0508-LH
P.O.Number	Date	Amount				
Multiple P.O.'s	THRU 3.31.18 subtotal	\$ 1,965,780.03				
Total approved authority			\$ 29,779,107.67	\$ 7,271,831.21		

* Vendor has several Bids/Contracts to piggyback (primary is referenced).