

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

If a person decides to appeal any decision made by the Board with respect to any matter considered at these meetings, he will need to ensure that a verbatim record is made which 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: June 26, 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

III. ADOPTION OF ORDERS OF THE DAY

IV. PRESENTATIONS

A. Short Video on School Initiatives

ADD ON:

B. Learning Alliance

V. CITIZEN INPUT

VI. CONSENT AGENDA

A. Approval of Minutes – Dr. Rendell

1. Approval of the 2018-05-22 Business Meeting Minutes
Superintendent recommends approval.

B. Approval of Personnel Recommendations – Mr. Green

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

C. Approval of Budget Amendment – Mr. Morrison

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

Amendment #3 - Capital Fund

Amendment #3 – Food Service

Superintendent recommends approval.

D. Approval of Donations – Mr. Morrison

1. Vero Beach High School received a donation in the amount of \$2,256.50 from JM Florida Affiliates, Inc., DBA Jersey Mike's Subs #13151 the donation will be used for Staff Appreciation.

Superintendent recommends approval.

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

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

F. Approval of Renewal Contract with Edgenuity for 2018 – 2019 – Mrs. Dampier

Pursuant to F.S. 1002.45, the School District of Indian River County is required to offer three, virtual school options for District students to utilize. This contract will allow the school district to utilize Edgenuity as an option in the Virtual Instruction Program. The Curriculum and Instruction Department recommends approval of a contract with Edgenuity to provide 180-day comprehensive fulltime and part-time programs. These programs are fully accredited and aligned to the Florida State Standards. Instruction is delivered by fully-certified Florida teachers. cost to the School District is \$2,000 per semester per student up to \$4,000.00 per student for a full year, the equivalent of one fulltime FTE. FLDOE funds the school district for students enrolled with Virtual Instruction Providers at the base FTE (\$4130) plus \$1000. The difference between the cost to the school district for the VIP and the funding from FLDOE is required to be spent on technology for virtual instruction. Superintendent recommends approval.

G. Approval of Renewal Contract extension with Connections Learning for 2018 – 2019 – Mrs. Dampier

Pursuant to F.S. 1002.45, the School District of Indian River County is required to offer three, virtual school options for District students to utilize. This contract will allow the school district to utilize Connections Learning as an option in the Virtual Instruction Program. The Curriculum and Instruction Department recommends approval of a contract with Connections Learning to provide 180-day comprehensive fulltime and part-time programs. These programs are fully accredited and aligned to the Florida State Standards. Instruction is delivered by fully-certified Florida teachers. The cost to the School District is \$1,875 per semester per student up to \$3,750.00 per student for a full year, the equivalent of one fulltime FTE. FLDOE funds the school district for students enrolled with Virtual Instruction Providers at the base FTE (\$4130) plus \$1000. The difference between the cost to the school district for the VIP and the funding from FLDOE is required to be spent on technology for virtual instruction. Superintendent recommends approval.

- H. Approval of Renewal Contract with Fuel Education for 2018 – 2019 – Mrs. Dampier**
Pursuant to F.S. 1002.45, the School District of Indian River County is required to offer three, virtual school options for District students to utilize. This contract will allow the school district to utilize Fuel Education as an option in the Virtual Instruction Program. The Curriculum and Instruction Department recommends approval of a contract with Fuel Education to provide 180-day comprehensive fulltime and part-time programs. These programs are fully accredited and aligned to the Florida State Standards. Instruction is delivered by fully-certified Florida teachers. The cost to the School District is up to \$4,295.00 per student for a full year, the equivalent of one fulltime FTE. FLDOE funds the school district for students enrolled with Virtual Instruction Providers at the base FTE (\$4130) plus \$1000. The difference between the cost to the school district for the VIP and the funding from FLDOE is required to be spent on technology for virtual instruction. FTE. Superintendent recommends approval.
- I. Approval of Contract with Florida Virtual School Franchise Agreement for 2018 – 2021 – Mrs. Dampier**
Pursuant to F.S. 1002.37 (2)(i), the School District of Indian River County may enter a virtual school agreement with Florida Virtual School (FLVS) to use utilize FLVS learning management system with instructors from the School District of Indian River County. The Curriculum and Instruction Department recommends approval of this contract to provide 180-day comprehensive fulltime and part-time programs utilizing the curriculum from FLVS and instructors from School District of Indian River County. These courses are fully accredited and aligned to the Florida State Standards. Instruction is delivered by instructors from the School District of Indian River County. The cost to the School District is \$50.00 to \$115.00 per course. Superintendent recommends approval.
- J. Approval of Treasure Coast Technical College Instructional Calendar for 2018-2019 – Mrs. Dampier**
Per the School Board of Indian River County Bylaws and Policies, Section 2450, School Calendar, Administrative Procedures, states the Administrator of the Treasure Coast Technical College shall submit a school calendar to the Board for approval annually. Superintendent recommends approval.

K. Approval of 2018-2019 Agreement between the East Coast Technical Assistance Center (ECTAC)/ Seminole County School Board and the School Board of Indian River County – Mrs. Dampier

The purpose of the East Coast Technical Assistance Center (ECTAC) is to provide technical assistance to a collaborative network of member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA). The ESEA programs are: Title I Part A, Title I Part C, and other grant funded programs as they interact with the Title I Program. ECTAC provides educational consultation services that assist local school districts in their efforts to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education. The membership renewal fee is \$12,000 and Title I Part A funds are designated for ECTAC services. The agreement will be in effect through June 30, 2019. Superintendent recommends approval.

L. Approval of Renewed Statewide Voluntary Prekindergarten Provider Contract for School Year Voluntary Prekindergarten with the Early Learning Coalition of Indian River, Martin and Okeechobee Counties – Mrs. Dampier

This statewide contract outlines the agreement between the School District and the Early Learning Coalition of Indian River, Martin, and Okeechobee Counties, Inc. This standard state contract is for the 2018-2019 School Year Voluntary Pre-Kindergarten program. The School District of Indian River County will deliver Voluntary Prekindergarten services to 164 age eligible children at six (6) school sites: Dodgertown Elementary, Fellsmere Elementary, Glendale Elementary, Indian River Academy, Pelican Island Elementary, Vero Beach Elementary for a total of ten (10) full day classrooms. This is an ongoing contract with no cost to the District. Superintendent recommends approval

M. Approval of Extended Day Program Renewal with Early Coalition Program- Mrs. Dampier

This is an Extended Day Program request for the renewal contract with the Early Learning Coalition to provide services for low-income families for the before and after-school care program. This contract is effective from July 1, 2018, through June 30, 2019. No cost to the District. Superintendent recommends approval.

N. Approval of Renewal - Multi-District Program Agreement with St. Lucie County/Indian River County for the 2018-2019 School Year – Mrs. Dampier

Attached is a copy of the Multi-District Program Agreement for the 2018-2019 school year with St. Lucie County School District. St. Lucie County serves students with disabilities such as Intellectual, Physical, Orthopedic, Other Health Impaired, Traumatic Brain Injury, Speech/Language, Deaf or Hard of Hearing, Blind or Visually Impaired, Dual/Sensory Impaired, Emotional/Behavioral, Specific Learning, Hospitalized/Homebound, Physical or Occupational Therapy, or Autism Spectrum disorder. St. Lucie County provides services for hearing impaired students who require a specialized hearing impaired program. St. Lucie County collects the FTE for each student served, transportation is provided by the School District of Indian River County. There is a transportation cost to the district of approximately \$30,000 per year. Superintendent recommends approval.

O. Approval of contract agreement between the School Board of Indian River County and United HealthCare based on the award of Request for Proposal (RFP) #06-0-2018/JC for Group Vision Insurance. -Mr. Morrison

On May 22, 2018, the School Board of Indian River County, under Action Agenda item “O”, approved RFP #06-0-2018/JC to United HealthCare for the provision of group vision insurance to offer to active SDIRC employees and COBRA participants. SDIRC employees are offered a choice of two benefit options, of which the primary difference is the frame allowance of either every 12 months or every 24 months. Vision benefit quotes are to be provided under a fully-insured arrangement. SDIRC employees pay the entire cost of the program. The award was not made on the basis of price alone, but to the proposer whose submission contained the most advantageous combination of price qualifications, experience, references and work capacity. The attached agreement spells out the terms and conditions between both entities for the provision of these services. Superintendent recommends approval.

P. Approval of contract agreement between the School Board of Indian River County and Chard Synder based on the award of Request for Proposal (RFP) #07-0-2018/JC for Flexible Spending Account and COBRA services - Mr. Morrison

On May 22, 2018, the School Board under Action Agenda item “P”, approved the award of RFP #07-0-2018/JC to Chard Synder for the provision of Health and Dependent Day Care FSA programs to offer to active SDIRC employees and COBRA participants. COBRA administration services will be offered as well. Health and Dependent Day Care FSA programs are to be provided under an administrative services arrangement and are currently offered as a benefit option. The award was not made on the basis of price alone, but to the proposer whose submission contained the most advantageous combination of price qualifications, experience, references and work capacity. The attached agreement spells out the terms and conditions between both entities for the provision of these services. Superintendent recommends approval.

VII. ACTION AGENDA

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

The Code of Student Conduct Handbook was developed in compliance with School Board Policy 5500, Student Conduct, under Chapter 120 F.S. At the April 24, 2018, business meeting, the District School Board adopted the public hearing date. The Code of Student Conduct Handbook is attached. Superintendent recommends approval.

B. Approval of Contract for Consultative Services with Dr. John W. Hodge and Urban Learning and Leadership Center, Inc, – Mrs. Dampier

The School District will contract with Urban Learning and Leadership Center, Inc. (ULLC) to provide school improvement services based on the Social-Academic-Moral-Education (SAME) model. The outcome of this year-long partnership is to improve school climate, and increased student achievement at 4 district schools: Dodgertown Elementary, Gifford Middle School, Oslo Middle School and Sebastian Elementary School. Each school will receive 6 days of service in the area jointly identified by school leadership and the data collection from the School Profiles that were created during the 2017-2018 school year. The focus of the efforts from ULLC will be based on the specific needs of the individual school. The cost to the district for this contracted service is **\$73,200.00**. Insurance has been approved by Risk Management. Superintendent recommends approval.

C. Approval of 2018-2019 Title I, Part A Program – Improving the Academic Achievement of the Disadvantaged - Mrs. Dampier

Title I, Part A provides local educational agencies (LEAs) resources that help children gain a high-quality education and the skills to master the Florida Standards. As the largest federal program supporting elementary and secondary education, Title I provides additional resources that support the schools with the greatest numbers of economically disadvantaged students. The 2018-2019 Title I schools are Citrus Elementary, Dodgertown Elementary, Fellsmere Elementary, Glendale Elementary, Indian River Academy, Pelican Island Elementary, Treasure Coast Elementary, Vero Beach Elementary Oslo Middle, Sebastian Elementary, North County Charter School and St. Peter's Academy Charter School. All District Title I Schools operate a school-wide program intended to enhance the school's entire educational program. The 2018-2019 anticipated budget is \$4,815,860.32 Superintendent recommends approval.

D. Approval of 2018-2019 Title II, Part A: Supporting Effective Instruction - Mrs. Dampier

The purpose of Title II, Part A is to provide resources to Local Educational Agencies (LEAs) to: 1) Increase student achievement consistent with challenging State academic standards; 2) Improve the quality and effectiveness of teachers, principals, and other school leaders; 3) Increase the number of teachers, principals, and other school leaders who are effective in improving student academic achievement in schools; and 4) Provide low-income and minority students greater access to effective teachers, principals, and other school leaders. The 2018-2019 anticipated allocation is \$626,761. Superintendent recommends approval.

E. Approval of 2018-2019 Title III, Part A - English Language Acquisition - Mrs. Dampier

The focus of the Title III, Part A project is to provide supplemental support to English Language Learners (ELLs). The project supports the educational achievement of ELLs by increasing their English language proficiency and ability to meet the same state standards and challenging academic content as all children are expected to meet. The 2018-2019 preliminary budget is \$114,436. Superintendent recommends approval.

F. Approval of Grant Application for Individuals with Disabilities Education Act (IDEA) Part B for 2018-2019 - Mrs. Dampier

The purpose of the IDEA Part B grant is to assist in providing a free and appropriate public education (FAPE) for students with disabilities ages 3 through 21 in the least restrictive environment. IDEA Funds: (1) Must be expended in accordance with the applicable provisions. (2) Must be used only to pay the excess costs of providing special education and related services to children with disabilities, and (3) Must be used to supplement state, local, and other federal funds and not to supplant those funds. FY 2018-2019 Preliminary Allocation: IDEA Part B, Preschool \$114,581. FY 2018-2019 Preliminary Allocations: IDEA Part B Entitlement \$3,878,844. Superintendent recommends approval.

G. Approval to renew Cisco SmartNet Maintenance and Support from Presidio Networked Solutions – Mr. Green

Through the Cisco SmartNet suite of applications, Presidio provides the District with support and maintenance of our phone system and various network components. This is for the renewal of the yearly maintenance and support beginning 07/01/2018 and ending on 6/30/2019. The quote and the breakdown of items covered are attached in the backup documents. The cost is \$144,440.10. Superintendent recommends approval.

H. Approval of Three-Year Hosting Services Agreement with PeopleAdmin – Mr. Green

Since 2004, Performance Matters (Now PeopleAdmin) has provided the District with an assessment and data management system for creating, delivering, and scoring local benchmark assessments, as well as analyzing student performance on local, state, and national assessments. Also, included in this agreement is access to a 3rd party test item bank. This item bank provides test items that will be used for the development of benchmark assessments in reading, math, science, social studies, and other End of Course (EOC) assessed subjects. Attached is the three-year initial license and hosting agreement. The cost impact for year one is \$136,334, year two is \$140,424.02, and year three is \$144,636.74. Superintendent recommends approval.

I. Approval to Award Invitation to Bid (ITB) #21-0-2018JC to Various Vendors for Athletic Supplies & Uniforms Districtwide - Mr. Morrison

The purpose and intent of this Invitation to Bid is to secure firm prices and for the purchase and delivery of athletic supplies and uniforms districtwide. The estimated annual financial impact is \$87,000. The Purchasing Department recommends award to the following sixteen (16) vendors: Aluminum Athletic Equipment, Bliss Products & Services, BSN Sports, Dave's Sporting Goods, Flaghouse, Inc., Henry Schein, Inc., Medco Supply, MF Athletic/MFAC LLC, Neff Motivation, Inc., Palos Sports, Inc., Pyramid School Products, Riddell, S&S Worldwide, Scott's Sporting Goods, US Games, and Varsity Spirit Fashions as best bidders meeting specifications, terms and conditions. Please see attached backup. Superintendent approves recommendation.

ADD ON ITEM J.1 ONLY

J.1 Approval to Award Request for Proposal (RFP) #22-0-2018JC for Athletic Field Management at Various Sites to Express Reel Grinding, Inc. – Mr. Morrison

The purpose and intent of this Request for Proposal is to secure firm pricing for the management of all Bermuda grass athletic fields within the District. These fields are located at Oslo Middle, Sebastian River High, Storm Grove Middle, Vero Beach High, Liberty Magnet and Gifford Middle. The scope of work includes watering, fertilizing, mowing, pest control, aeration, top dressing and sod repair as required to keep the fields in excellent playing condition in a green manner and to minimize the impact to the environment. The financial impact to the District for a one year period is \$126,325. Award will be made not on the basis of price alone, but to the highest scoring proposer whose submission contains the most advantageous combination of price, qualifications, experience and references. All pricing, terms and conditions shall be firm for the term of this contract; July 25, 2018 through July 24, 2019. The awardee agrees to this condition by signing the RFP. The contract may, by mutual agreement between the School District and the awardee, be renewed for two additional one year periods. The Purchasing Department recommends award to Express Reel Grinding, Inc., as the overall best responsive and responsible bidder meeting specifications, terms and conditions. See attached backup. Superintendent approves recommendation.

J. Approval of Agreement for Contracted Services for Proposal (RFP) #22-0-2018JC for Athletic Field Management at Various Sites to Express Reel Grinding, Inc. – Mr. Teske

Approval is recommended for the Agreement of Contracted Services between the School District of Indian River County and Express Reel Grinding, Inc. for the management of all Bermuda grass athletic fields within the District. These fields are located at Oslo Middle, Sebastian River High, Storm Grove Middle, Vero Beach High, Liberty Magnet and Gifford Middle. The scope of work includes watering, fertilizing, mowing, pest control, aeration, top dressing and sod repair as required to keep the fields in excellent playing condition in a green manner and to minimize the impact to the environment. The financial impact to the District for a one- year period is \$126,325. This agreement shall commence on July 25, 2018 through July 24, 2019. The contract may, by mutual agreement between the School District and the awardee, be renewed for two additional one-year periods. The Physical Plant Department recommends award to Express Reel Grinding, Inc., as the overall best responsive and responsible bidder meeting specifications, terms and conditions. See attached backup. Superintendent approves recommendation.

K. Approval of Agreement Form for Construction Contracted Services with Major Mulch Installations Inc. for Certified Engineered Wood Fiber Playground Mulch Projects at Glendale Elementary School, Indian River Academy, Liberty Magnet, Osceola Magnet and Pelican Island Elementary School - Mr. Teske

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and Major Mulch Installations Inc., to supply and install 2,434 Cubic Yards of Certified Engineered Wood Fiber Playground Mulch at Glendale Elementary School, Indian River Academy, Liberty Magnet, Osceola Magnet and Pelican Island Elementary School. The cost of construction for this project is \$92,492 (\$38.00 Per Cubic Yard). The Physical Plant Department, in compliance with School Board Policy 6322 solicited three quotes for this project and recommend Major Mulch Installations Inc., as the lowest and best responsive bidder meeting specifications, terms and conditions. Superintendent recommends approval.

L. Approval of the Educational Plant Five Year Survey Report 6.1 for 2018-2023 – Mr. Teske

Approval is recommended for the Educational Plant Five Year Survey Report 6.1 for 2018-2023. The Survey is a systematic study of present educational and ancillary plants and the determination of future anticipated needs and improvements to provide appropriate educational programs and services based on projected COFTE approved by the Department of Education. The Educational Plant Five Year Survey Report is adopted every 5 years in accordance with section 1013.31(1), F.S. The District's current active Educational Plant Five Year Survey Report expires on June 30, 2018. Superintendent recommends approval.

M Approval to increase Purchase Order authority for routine recurring products and/or services – Mr. Teske

The School Board at its regularly scheduled Business Meeting on August 8, 2017, Action Item E, approved the Superintendent's request for purchase order authority for various vendors that the School District procures routine products and/or services. The Superintendent is requesting an increase in purchase order authority for **Trane USA, Inc.** in the amount of \$200,165 for fiscal year 2017/18. The line item justification for this request by vendor, is included on the back up for this item. Superintendent recommends approval.

N. Approval of Agreement Form for Construction Contracted Services with Kempfs' Site Development, Inc. for the Alternative Education Center Bus Loop – Mr. Teske

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and Kempfs' Site Development, Inc., to furnish materials, labor and all associated site improvements for a Bus Loop at the relocated Alternative Education Center School campus as outlined in the proposal. This Agreement is the result of the lowest of multiple quotes, in compliance with School Board Policy 6322, Competitive Solicitation Requirements for Construction Contracting, Section C. The cost of construction of this project is not to exceed \$85,727.00, which includes the proposal amount of \$74,545.00 and an owner added contingency in the amount of \$11,182.00. This Agreement amount does not include engineering fees, at an estimated amount of \$24,300.00, for an overall total estimated project cost of \$110,027.00. Superintendent recommends approval.

O. Approval of The School District of Indian River County, Florida Continuing Services Contract for Architectural Services "Exhibit E" Task Assignment for the Sebastian River High School Stadium Locker Room Building – Mr. Teske

Approval is recommended for "Exhibit E" Task Assignment for Architectural Services between the School Board of Indian River County and Edlund, Dritenbas, Binkley Architects and Associates, P.A. 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 Edlund, Dritenbas, Binkley Architects and Associates, P.A. "Exhibit E" Task Assignment is being presented to the Board for approval for Professional Architectural Services with Edlund, Dritenbas, Binkley Architects and Associates, P.A. for the design of the Stadium Locker Room Building at Sebastian River High School. The project will consist of renovations to the existing locker room building, meeting current codes, along with an addition to the existing building of approximately 1,000 square feet. The contract fee totals a not-to-exceed amount of \$82,630.00, as defined in Article IV (A.) "Fees". The contract fee includes Architectural, Civil, Structural, Mechanical, Electrical, Plumbing Engineer as outlined in the Architect's proposal. Superintendent recommends approval.

ADD ON:

P. Approval to Terminate Support Staff Employee – Mr. Green

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

VIII. SUPERINTENDENT'S REPORT

IX. DISCUSSION

ADD ON ITEMS:

- A. Governance Issue- Audit Committee member unilaterally taking action outside the Audit Committee process – Mrs. Simchick
- B. Per Board Policy #6840, Request a summary of total work to date and recommendations to be presented to the board for consideration prior to the current committee sunset from the Audit Committee – Mrs. Simchick
- C. Superintendent's Evaluation Process and Contract – Mr. Frost
- D. Board Succession Planning – Mr. Frost

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT'S CLOSING

XIII. ADJOURNMENT

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

Anyone who needs a special accommodation to participate in these meetings may contact the School District's American Disabilities Act Coordinator at 564-3175 (TTY 564-2792) at least 48-hours in before the meeting. NOTE: Changes and amendments to the agenda can occur 72-hours prior to the meeting. All business meetings will be held in the Joe N. Idlette, Jr. 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>.

The District School Board of Indian River County met on May 22, 2018, at 6:00 p.m. The Business Meeting 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. Prior to the meeting, an invocation was given by Pastor Derek West, Genesis Church of Vero Beach.

Business Meeting Minutes

- I. Meeting was called to order by Chairman Frost at 6:00 p.m.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG was led by Chairman Frost.
- III. ADOPTION OF ORDERS OF THE DAY
Chairman Frost asked if the Board Members would like to move any of the items from Consent to Action. Mrs. Zorc requested that Extended Day Coordinator Job Description from Consent B be pulled and moved to Action. Chairman Frost requested that the motion to Adopt the Orders of the Day be amended to move item IX “Discussion” to immediately follow item IV “Presentations” as most of the Citizen Input was related to that discussion item. Chairman Frost called for a Motion. Mrs. Zorc moved approval. Mr. Searcy seconded the motion and it carried, with a 4-1 vote. Mrs. Justice voted Nay.
- IV. PRESENTATIONS
 - A. **Musical Rendition by Dodgertown Elementary** – Mr. Tirhon Parks
 - B. **State Science Fair Student Recognition** – Cynthia Falardeau, Education Foundation, presented
 - C. **Reflection on State Science Fair by Lexi Dong** - Cynthia Falardeau presented
 - D. **Americanism Essay State Contest Winner/Why Our Veterans Are American Hero's** – Vero Beach Elks Lodge presented with Cristen Maddux
 - E. **Short Video on School Initiatives** – Institute for Coaching Excellence (ICE)
 - F. **Recognition for the Institute for Coaching Excellence (ICE) Participants** – Laurie Young presented
 - G. **National Academic Games Team** – Kelly Baysura/Lorrie Scott presented
 - H. **Congressional Art Competition/Best of Show Award and Best from IRC High Schools** - Cristen Maddux presented
 - J. **Superintendent Art Gallery – Best in Show Winner** – Dr. Rendell presented with Casey Lunsford
 - K. **Short Video on School Initiatives** - Superintendent's Art Gallery/Rise Up/Environmental Education Teaching Project

Moved from Item XII to V

V. DISCUSSION

Nonprofit After-School Student Transportation Arrangement – Mrs. Zorc

Chairman Frost recognized Mrs. Zorc to present her discussion item “Nonprofit After-School Student Transportation Agreement.” Mrs. Zorc read a prepared statement. There was an in discussion amongst the Board Members. Dr. Rendell was asked a couple of questions, which he answered. Ms. Jennifer Idlette, Director of Transportation, was asked to come to the podium to answer some questions. Ms. Idlette reviewed her information with the Board.

At 8:20, Chairman Frost called for a five-minute break. The meeting reconvened at 8:26.

Board Attorney Contract and Possible RFP – Mr. Searcy

Chairman Frost recognized Mr. Searcy to present his discussion item, “Board Attorney Contract and Possible RFP.” Mr. Searcy was following up on the discussion from the April 24, 2018 meeting. The Board discussed this matter. Chairman Frost asked Mr. Auwaerter to come to the podium to speak with regards to their Audit Committee Meeting that was held on May 21, 2018. Mr. Auwaerter did come up and spoke. All questions were answered. There was also a hand out provided to the Board Members, titled Audit Committee Legal Services Review. There were three Motions made and passed. A RFP will be drafted by the Superintendent and brought back for further discussion.

Business Meeting Dates – Chairman Frost

Chairman Frost presented his discussion item of Business Meeting Dates. He explained his rationale for proposing ending the practice of one scheduled business meeting per month and suggested returning to two scheduled business meetings per month. The Board Members discussed this and will bring it back for a vote at a special called business meeting on June 12th, 2018, following the Budget Workshop.

VI. CITIZEN INPUT

Diane Parentela – Negotiations

Liz Cannon – Student Discipline

Michael Marsh – Homeless Students

Angelia Perry – Nonprofit Transportation

Anthony Brown – Nonprofit Transportation

Freddie Woolfork – Nonprofit Transportation

Cynthia Bardes – Nonprofit Transportation

Barbara Hackett – Nonprofit Transportation

Jessica Hawkins – Transportation

Sue Joyce – Bussing

Merchon Green – Transportation
Robin Carroll – Bussing
Elizabeth Melnick – Nonprofit Transportation
Adam Bolinger – Nonprofit Transportation
Dane Ullian – Nonprofit Transportation
Margaret Ingram – Nonprofit Transportation
Randy Heimler – Bussing
Elizabeth Thomason – Nonprofit Transportation
David Taylor – Left before speaking

At 9:15, Mr. Searcy stepped away for three minutes, returned at 9:18. At 9:43, Chairman Frost called for a five-minute recess. The meeting reconvened at 9:51.

VII. CONSENT AGENDA

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

A. Approval of Minutes – Dr. Rendell

1. Approval of 2018-03-20 Business Meeting Minutes
2. Approval of 2018-03-20 Executive Session Minutes
3. Approval of 2018-04-02 Special Business Meeting Minutes
4. Approval of 2018-04-02 Special Business Meeting for Litigation Minutes
5. Approval of 2018-04-10 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 for Sebastian River High School FBLA to travel to Baltimore, MD – Mrs. Dampier

The Sebastian River High School's Future Business Leaders of America (FBLA) is requesting permission to travel to Baltimore, Maryland June 26-July 2 to attend the FBLA National Leadership Conference (NLC). SRHS-FBLA attended the highly competitive State Competition and Conference in Orlando in March, where several of these students earned high honors and qualified to attend the FBLA NLC. This year's NLC will draw thousands of future business leaders together! Students come to test their knowledge and skills through competitive events, share successes, and learn new ideas about shaping their careers through workshops and exhibits. This week-long conference is considered the pinnacle of the FBLA experience. Our students will also, have the opportunity to attend the Institute for Leaders (IFL). This high-energy, intensive, two-day seminar is a focused, leadership experience for our chapter officers. The students are currently fund raising and seeking sponsorships in the

community to defray the cost of the trip. SRHS FBLA has attended and competed at this national event in past years and looks forward to representing our school, district, and state once again. The insurance is approved by Risk Management. Superintendent recommends approval.

D. Approval of Donations – Mr. Morrison

- a. Beachland Elementary School received a donation in the amount of ~~\$1,591.99~~ **(Corrected Amount) \$1,591.88** from the Beachland PTA to purchase 4 USB Charging Stations and cable accessories.
- b. Fellsmere Elementary School received a donation in the amount of \$3,000 from the Fellsmere Frog Leg Festival, Inc. The funds will be divided equally and utilized by the Fellsmere Elementary School's, Art, Music and PE departments.
- c. Gifford Middle School received a donation in the amount of \$1,000 from Walmart. The funds will be used to benefit the Gifford Middle School Multicultural Club.
- d. Liberty Magnet School received a donation in the amount of \$4,659 from the Liberty Magnet School PTA. The funds will be used for Liberty Magnet School's classroom needs or supplies. A donation in the amount of \$1,650 was received from the Liberty Magnet School PTA, \$1,200 will be utilized by the Ecology Club and \$450 will be used by the 5th Grade Liberty Magnet School Students Field Trip to Tallahassee.
- e. Sebastian Elementary School received a donation in the amount of \$2,500 from the Education Foundation of Indian River County, Inc. The funds will be used to support the Sebastian Elementary School Students Academic Games trip to the National Competition in Knoxville, Tennessee.
- f. Sebastian River High School received a donation in the amount of \$10,000 from the Rotary Club of Sebastian Recreation Foundation, Inc. The funds divided equally and will be used by the Sebastian River High School Wrestling and the Girls Basketball programs. A donation in the amount of \$2,900 was received from the Fellsmere Frog Leg Festival, Inc, \$1,500 of the funds will be used by the Sebastian River High School Tennis program; \$1,400 will be used by the Sebastian River High School Leaders of America Club.
- g. Osceola Magnet School received a donation in the amount of \$1,000 from the Osceola Magnet School PTA. The funds will be utilized by the Osceola Magnet School by providing a water bottle filling station. Superintendent recommends approval.

E. Approval of Agreement with ACTS Retirement Communities for (2018-2020) – Mrs. Dampier

Certified Nursing Assistant training requires that each student participate in a 40-hour clinical prior to taking the Certified Nursing Assistant Exam. This agreement between the School District of Indian River County and ACTS Retirement Communities enables the students to participate in that clinical internship. The Curriculum and Instruction Department recommends approval of a contract with ACTS Retirement Communities to provide students with the opportunity to complete their clinical experience. Instruction and supervision is delivered by fully-certified Florida teachers. There is no cost to the School District for the clinical internship. The contract has been reviewed by the Board Attorney and approved. The Certificate of Insurance has been reviewed by Risk Management and approved. Superintendent recommends approval.

F. Approval of Agreement with Palm Garden Healthcare Holdings, LLC. for (2018-2020) – Mrs. Dampier

Certified Nursing Assistant training requires that each student participate in a 40-hour clinical prior to taking the Certified Nursing Assistant Exam. This agreement between the School District of Indian River County and Palm Garden Healthcare Holdings, LLC. enables the students to participate in that clinical internship. The Curriculum and Instruction Department recommends approval of a contract with Palm Garden Healthcare Holdings, LLC. to provide students with the opportunity to complete their clinical experience. Instruction and supervision is delivered by fully-certified Florida teachers. There is no cost to the School District for the clinical internship. The contract has been reviewed by the Board Attorney and approved. The Certificate of Insurance has been reviewed by Risk Management and approved. Superintendent recommends approval.

G. Approval of Agreement with Pelican Garden, LLC. for (2018-2020) – Mrs. Dampier

Certified Nursing Assistant training requires that each student participate in a 40-hour clinical prior to taking the Certified Nursing Assistant Exam. This agreement between the School District of Indian River County and Pelican Garden, LLC enables the students to participate in that clinical internship. The Curriculum and Instruction Department recommends approval of a contract with Pelican Garden, LLC to provide students with the opportunity to complete their clinical experience. Instruction and supervision is delivered by fully-certified Florida teachers. There is no cost to the School District for the clinical internship. The contract has been reviewed by the Board Attorney and approved. The Certificate of Insurance has been reviewed by Risk Management and approved. Superintendent recommends approval.

H. Approval of Agreement with Pelican Landing Assisted Living for (2018-2020) – Mrs. Dampier

Certified Nursing Assistant training requires that each student participate in a 40-hour clinical prior to taking the Certified Nursing Assistant Exam. This agreement between the School District of Indian River County and Pelican Landing Assisted Living enables the students to participate in that clinical internship. The Curriculum and Instruction Department recommends approval of a contract with Pelican Landing Assisted Living to provide students with the opportunity to complete their clinical experience. Instruction and supervision is delivered by fully-certified Florida teachers. There is no cost to the School District for the clinical internship. The contract has been reviewed by the Board Attorney and approved. The Certificate of Insurance has been reviewed by Risk Management and approved. Superintendent recommends approval.

I. Approval of the Renewal of the Dual Enrollment Agreement with the University of Florida for 2018 – 2021 School Years – Mrs. Dampier

The Dual Enrollment Agreement between the School District of Indian River County and the University of Florida allows the enrollment of high school students in dual enrollment courses for the school years 2018-2021, in accordance with section 1007.271, F.S. This allows the enrollment of an eligible secondary student into a post-secondary course creditable towards high school completion, a career certificate, or an associate degree. Per F.S. 1009.23, the Indian River County School District shall pay the standard tuition rate per credit hour and the associated course materials from funds provided in the Florida Education Finance Program to the University of Florida for instruction taking place on any IRSC campus to cover instructional support costs incurred by the college. The standard college credit tuition rate at a Florida College System institution is \$71.98 per credit hour or \$2.33 per vocational clock hour. At this time, there is not estimated cost to the district. Superintendent recommends approval.

J. Approval of Renewal for A Treasure Coast Driving School, Inc. Contract – Mrs. Dampier

This contract provides an opportunity for students at Vero Beach High School and Sebastian River High School to participate in a driving class that affords a hands-on driving experience. This contract continues the jointly established program of driver's education between Indian River County Schools and A Treasure Coast Driving School utilizing the Dori Slosberg Driver's Education Act (Florida State Statute 318.1215) to cover the expense of the program. This program will be available to students currently enrolled in Vero Beach High School, Sebastian River High School and Indian River Charter High School that have a driving permit or license in hand. The program consists of 13 classes that will convene at the end of the regular school day for two hours on Tuesday and Thursday of each week. Each school will provide this class and utilize certified driver education teachers from their campuses. This program contains a "real driving" on the highway component and will be available for up to 120 students, 60 at each school site. Class entrance will be based on first come, first serve through an automated computer registration system. Insurance for this contract has been approved through Risk Management. **The estimated program cost is \$49,000.00 from the Dori Slosberg Fund with no cost to the district.** Superintendent recommends approval.

K. Approval of Contract Renewals for Childcare Providers for 2018-2019 – Mrs. Dampier

In accordance with Florida Statute 1003.54, School Districts are required to provide childcare services to the children of teen parents participating in its dropout prevention program. Indian River County utilizes several local centers for this purpose. Attached are the 2018-2019 contracts for existing providers: First Impressions Daycare and Preschool, Tiny Treasures/Learning Nest, RCMA/Whispering Pine, TLC of Sebastian, and Williams Childcare. The contracts outline the respective responsibilities of the School District and local childcare providers for the services provided to the children of teen parents that participate in the District's Teen Parent Program. Insurance has been approved by Risk Management. Cost to the District is offset by the FTE. Superintendent recommends approval.

L. Approval of Renewal of Extended Day Program Fee Schedule (2018-2019) – Mrs. Dampier

The Extended Day Program is a separate enterprise that is self-sufficiently run for before and after school care at all elementary schools. The Extended Day Program supports themselves and pays to the general fund for use of its facilities. It is for grades kindergarten through fifth grade. This year rates will increase. Rates for the afternoon have not increased since 2004. A survey of four other surrounding counties identifies that all the counties have higher fees. Increased fees are to address increased cost due to inflation and employee wages. Documentation provided shows the fees of the surrounding counties. Changes in the fee schedule will reflect either one emergency day or the full weekly rate as the other counties. There is no cost to the district. Superintendent recommends approval.

M. Approval of Technical Center for Career and Adult Education Tuition and Fees (2018-2019)-Mrs. Dampier

Per the workforce development fees statute, Section 1009.23(3) Florida Statutes (F.S), each school district must establish a fee schedule for students enrolled in adult education programs. The legislature establishes the fee schedule. Effective July 1, 2018, the 2018-2019 tuitions for career technical programs are \$2.33 per contact hour (Standard fee rate) for Florida residents and \$9.32 per contact hour for out-of-state residents. Each district school board may adopt tuition that is within the range of five percent below to five percent above the standard tuition and out of state fee. Florida statutes enables the district to collect a separate fee for student financial aid, capital improvement fee, and technology fee for career and technical programs. A block tuition of \$30 per term for adult general education and English Speakers of Other Languages (ESOL) programs is charged and Life Enrichment courses are \$5 per contact hour. There is no cost to the district. Superintendent recommends approval.

VIII. ACTION AGENDA

Chairman Frost asked Mrs. Zorc to speak regarding Consent B – Extended Day Coordinator Job Description that was pulled from the Consent Agenda. Mrs. Zorc addressed the other Board Members regarding this. Chairman Frost then asked Dr. Rendell to have Mr. Green and Mrs. Shields. Mrs. Musselwhite, Supervisor of the Extended Day Program, came to the podium with Mrs. Shields and took the opportunity to address the Board Members with the needs of the position. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Simchick seconded the motion and it carried, with a 4-1 vote. Mrs. Zorc voting Nay.

A. Approval of Carl Perkins, Career and Technical Education Act Renewal for 2018-2019 – Mrs. Dampier

The Florida Department of Education Perkins IV, five-year, State Plan grant, is extended through fiscal year 2018-2019; therefore, 2018-19 Carl D. Perkins is a continuation grant. The award of \$176,635 will provide funds for salaries of personnel whose responsibilities include: implement career and technical education activities that are aimed at developing technical skills, provide career guidance for students, organize work-based learning, and establish liaisons between education and business partners. No cost to the District. Superintendent recommends approval.

Chairman Frost turned this item over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mr. Searcy moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote. There was no discussion.

B. Approval of School Name Change from Technical Center for Career and Adult Education to Treasure Coast Technical College – Mrs. Dampier

The name change reflects the trend of Technical Centers throughout the state changing their name and utilizing College to accurately reflect their status as a post-secondary institution. With the relocation and expansion of the Technical Center, changing the name at this time would coincide with the grand opening and permit for marketing and branding of the school. Currently, there are 49 Technical Centers throughout the state and 41 have officially changed their name to incorporate College. The Florida Department of Education supports the use of college by Technical Centers. Superintendent recommends approval.

Chairman Frost turned this item over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Simchick seconded the motion and it carried, with a 4-1 vote. Mr. Searcy voted Nay. There was a brief discussion.

C. Approval to Increase Purchase Order Authority for Routine Recurring Products and/or Services with Indian River State College – Mrs. Dampier

The School Board at its regularly scheduled Business Meeting on August 8, 2017, Action Item E, approved the Superintendent's request for purchase order authority for various vendors that the School District procures routine products and/or services. In that action item, \$410,000 was approved for Dual Enrollment expenses associated with Indian River State College. The Superintendent is requesting an increase in purchase order authority for Indian River State College. The reason for the increase of this purchase order authority is a result of an increased number of students taking Dual Enrollment Classes at Indian River State College. The amount of this purchase order authority increase is \$51,000.00. The line item justification for this request by vendor, is included on the back up for this item. Superintendent recommends approval.

Chairman Frost turned this item over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote. There was a brief discussion.

D. Approval of National Highway Safety Administration Florida School Contract and NHSA License Terms and Conditions Agreement – Mrs. Dampier

In the 2016 – 2017 school year more than 500 students took Drivers Education with Florida Virtual School. This agreement with a Florida Department of Education approved Virtual Instruction Provider will enable the School District of Indian River County to provide online Drivers Education classes utilizing school board employees. The goal is to have all online Drivers Education provided by school district instructors. For each student enrolled in the online course a fee of \$75.00 will be paid to NHSA for the use of the online curriculum and one attempt of their drivers permit exam. The course is a ½ credit course that will be included in the student's transcripts for an elective grade and FTE. The teacher of record will be an instructor located at Vero Beach High School or Sebastian River High School. Superintendent recommends approval.

Chairman Frost turned this item over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote. There was a brief discussion.

E. Approval of Renewal of i-Ready Software for Reading and Math for grades K-8 for 2018-2019 - Mrs. Dampier

i-Ready is a computer based program that will be used to support reading and math for grades K-8. i-Ready diagnostic assesses student performance across the key domains in reading and math, providing a valid and reliable measure of student growth with detailed diagnostic results and individualized next steps for instruction. Based on the diagnostic results, students are automatically placed into standards based, on-line instruction modules customized to their placement levels. The assessment results allow teachers to apply specific lessons from the assessments. i-Ready will help teachers identify gaps in student learning spanning back multiple years or determine where students are ready for further acceleration. Teachers are provided with a range of targeted lessons to use in a variety of ways in the classroom. The cost to the school district is \$457,710.00. Insurance has been approved by Risk Management. Superintendent recommends approval.

Chairman Frost turned this item over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mr. Searcy seconded the motion and it carried, with a 4-1 vote. Mrs. Zorc voted Nay. There was a brief discussion.

F. Approval of a Two-Year Extension for Reading Wonders Textbook Adoption– Mrs. Dampier

The School Board approved the Elementary ELA Textbook Adoption during the 2012-2013 school year. *Reading Wonders*, published by McGraw-Hill, is currently being used for the ELA curriculum for our students enrolled in grades K-5. This extension will accommodate the two remaining gap years from July 1, 2018-June 30, 2020. The new ELA textbook adoption cycle will begin July 1, 2020. The cost for the English Language Arts curriculum is \$268,407.56. Insurance has been approved by Risk Management. Superintendent recommends approval.

Chairman Frost turned this item over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Justice moved approval upon revised Certificate of Insurance showing SDIRC listed as additionally insured. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote. The updated COI was provided to the Board Members and added to the agenda back-up.

G. Approval of Collegiate High School / Dual Enrollment Agreement with Indian River State College for 2018-19 School Year – Mrs. Dampier

Florida Statute 1007.273 requires that we have a Collegiate High School / Dual Enrollment articulation agreement with a college designated within our servicing area. F.S.1007.271 requires Collegiate High Schools to provide secondary students with an opportunity to complete 30 college credit hours, in conjunction with CAPE certification. Florida Statute 1007.271 (21), in support of Section 1007.273 School Districts to pay the standard tuition rate per credit hour and for the associated course materials for courses taken on the college campuses. This agreement, in conjunction with our current Dual Enrollment agreement, sets forth the criteria for students taking college level courses. Attached is the agreement with Indian River State College. Projected cost for the School District of Indian River County for the 2018 – 2019 School year for tuition and textbooks is \$525,000. Superintendent recommends approval.

Chairman Frost turned this item over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Zorc moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote. There was a brief discussion.

H. Approval to Purchase Microsoft Volume Licenses from Software House International – Mr. Green

Software House International (SHI) provides the District with annual licensing for the latest Microsoft operating systems and software applications. These licenses include, but are not limited to; Windows Server, Microsoft Office 365, Microsoft SharePoint, Microsoft SQL Server and Microsoft Power BI. This covers the period beginning on 07/01/2018 and ending on 6/30/2019. The cost will be \$202,564.92. Superintendent recommends approval.

Chairman Frost turned this item over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote. There was a brief discussion.

I. Approval to Purchase SchoolMessenger Unified Communications Software Platform from West Interactive Services – Mr. Green

West Interactive currently provides the District with its School Messenger Communicate system which is used to notify parents via phone and/or texting. This request is to renew School Messenger Communicate and purchase the additional integrated services of: School Messenger App – a single mobile app for school communications; School Messenger Presence – a website/content management system; and the School Messenger Custom (District) App – a mobile app customized to the needs of the District. This will provide the District, our parents, and our community with a unified cross-platform content management and message delivery system. This proposal includes project management, design, testing,

implementation and unlimited support for teachers, staff and administrators. The first-year cost will be \$68,889.86, years 2 and 3 are estimated to be \$45,174.86 and it will be funded through the voter approved millage for technology. Superintendent recommends approval.

Chairman Frost turned this item over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Simchick moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote. There was a brief discussion.

Citizen Input for Action J

Joseph Jeremy Mezzina – Charter School Renewal

J. Approval of Charter School Contract Renewal with Indian River Charter High School – Mr. Green

Indian River Charter High School's current contract with the Indian River County School Board expires on June 30, 2018. Per Florida Statute 1002.33 and School Board Policy 9800, the Charter School Application Review Committee conducted a program review of Indian River Charter High School's renewal application, which was approved by the School Board on January 23, 2018. The term of the contract is fifteen years starting on July 1, 2018 and expiring on June 30, 2033. Exhibit A of the contract, can be viewed at: <https://www.indianriverschools.org/images/school-board/2017-2018-Meetings/Agendas/2018-01-23-Business-Meeting-Agenda-Attachment-A-F.pdf>. The documents are also available in the School Board office. Superintendent recommends approval.

Chairman Frost turned this item over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Zorc moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

K. Approval of Somerset Academy West Vero Charter School Application – Mr. Green

On February 1st, 2018, Somerset Academy Inc. submitted to the School District of Indian River County an application to open a new charters school. The application is for a new K-8 charter school, Somerset Academy West Vero, with a planned opening in August of 2019. Per Florida Statute 1002.33 and School Board Policy 9800, the Charter School Application Review Committee (ARC) was established to review the application using the State of Florida Approved Charter School Application Evaluation Instrument. Based on a review of the application using the criteria outlined in the Evaluation Instrument and information gathered during the live Capacity Interview with the applicant, the Charter School Application Review Committee members recommended to the Superintendent that the application be approved. Details of the process are provided in the backup materials. Superintendent recommends approval.

Chairman Frost turned this item over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Zorc moved approval. Mrs. Justice seconded the motion at it carried unanimously, with a 5-0 vote. There was a brief discussion.

L. Approval to accept Audit Report of Comprehensive Claims Audit of the District's Employee and Retiree Health Benefits Program. 2015-16 Medical Insurance Plan – Mr. Morrison

On November 21, 2017, the School Board approved the Agreement for Contracted Services between the School District of Indian River County and Siver Insurance Consultants to conduct a comprehensive claims audit of the District's self- insured employee and retiree health benefits claims that were incurred and paid between July 1, 2015 and June 30, 2016. The total cost of this project was not to exceed \$30,000 and funded from the Wellness / Audit / Communication funds contributed to the District per contract with Florida Blue. Attached to this item is the resultant Audit Report and the Corrective Action Plan from Florida Blue with respect to the audit findings for your review. Superintendent recommends approval.

Chairman Frost turned this item over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Simchick moved approval. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

M. Approval of Contract Between School Board of Indian River County and ElectRx Health Solutions LLC. For the Provision of Pharmacy Benefits Services for Personal Prescription Importation as well as Spending Authority of \$150,000 through June 30, 2018. – Mr. Morrison

The School District (District) is self-insured for Health Insurance and Pharmacy Drug Claims. Our current Pharmacy Benefits manager (PBM) is Express Scripts (ESI). Employees obtain prescriptions from the pharmacy of their choice and are subject to the appropriate co-pays. In an effort, to curb increasing pharmaceutical costs we are requesting the Board's approval to enter into an agreement with ElectRx to allow employees and pre-65 retirees enrolled in the District's Health Plan to purchase certain brand name and high cost specialty drugs at no co-pay. This program is an international mail order program known as personal prescription importation.

Voluntary participation by employees enables the acquisition of pharmaceutical products for personal consumption from both the United States of America and International Mail Order Pharmacies, at the lowest net cost. Contracting with ElectRx is intended to produce cost savings to the District's prescription drug claims by reducing the net cost of prescription drugs offered to through the personal importation program. The Superintendent is therefore requesting Board approval of the contract between ElectRx and the School Board for pharmacy Benefit management services for personal prescription importation effective May 23, 2018. The District is permitted to negotiate for the provision of these types of services pursuant to Florida Administrative Rule 6A-1012(15). In addition to approval of the

contract, the Superintendent requests spending authority of approximately \$150,000 for the remainder of the fiscal 2017-18 through June 30, 2018 in order to pay any invoices that may be received under the program. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote. There was brief discussion.

N. Approval to Award Request for Proposal (RFP) #05-0-2018/JC for Group Dental Insurance to Cigna - Mr. Morrison

The purpose and intent of this RFP is to obtain Group Dental Insurance to offer to active SDIRC employees and COBRA participants. SDIRC employees are offered a choice of a low option Preferred Provider Organization (PPO) plan, a high option PPO plan or a Dental Maintenance Organization (DMO). SDIRC employees pay the entire cost of the program. Award will not be made on the basis of price alone, but to the proposer whose submission contains the most advantageous combination of price qualifications, experience, references and work capacity. The Purchasing Department recommends award to Cigna as the best responsive and responsible proposer meeting specifications, terms and conditions. This recommendation will result in an **estimated cost savings of \$469,711.00** for employees over the three-year term of the contract. See attached backup. Individual evaluation sheets are on file in the Purchasing Department. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

O. Approval to Award Request for Proposal (RFP) #06-0-2018/JC for Group Vision Insurance to UnitedHealthCare - Mr. Morrison

The purpose and intent of this RFP is to obtain group vision insurance to offer to active SDIRC employees and COBRA participants. SDIRC employees are offered a choice of two benefit options, of which the primary difference is the frame allowance of either every 12 months or every 24 months. Vision benefit quotes are to be provided under a fully-insured arrangement. SDIRC employees pay the entire cost of the program. Award will not be made on the basis of price alone, but to the proposer whose submission contains the most advantageous combination of price qualifications, experience, references and work capacity. The Purchasing Department recommends award to UnitedHealthCare as the best responsive and responsible proposer meeting specifications, terms and conditions. This recommendation will result in an **estimated cost savings of \$74,862.00** for employees over the three-year term of the contract. See attached backup. Individual evaluation sheets are on file in the Purchasing Department. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

P. Approval to Award Request for Proposal (RFP) #07-0-2018/JC for Flexible Spending Account and COBRA to Chard Snyder - Mr. Morrison

The purpose and intent of this RFP is to obtain Health and Dependent Day Care FSA programs to offer to active SDIRC employees and COBRA participants. COBRA administration services will be offered as well. Health and Dependent Day Care FSA programs are to be provided under an administrative services arrangement and are currently offered as a benefit option. Award will not be made on the basis of price alone, but to the proposer whose submission contains the most advantageous combination of price qualifications, experience, references and work capacity. The Purchasing Department recommends award to Chard Snyder as the best responsive and responsible proposer meeting specifications, terms and conditions. This recommendation will result in an **estimated cost savings of \$9,500.00** for employees **(added)** the District over the five-year term of the contract. See attached backup. Individual evaluation sheets are on file in the Purchasing Department. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

Q. Approval to Award Request for Proposal (RFP) #11-0-2018/JC for Group Critical Illness, Cancer and Accident and Sickness Plans to MetLife - Mr. Morrison

The purpose and intent of this RFP is to obtain Group Critical Illness, Cancer and Accident and Sickness plans to offer to active SDIRC employees. Active SDIRC employees are currently offered Critical Illness, Cancer and Accident and Sickness plans as benefit options in their benefit program. Critical Illness, Cancer and Accident and Sickness plan benefits are to be provided under a fully-insured arrangement. SDIRC employees pay the entire cost of the program. Award will not be made on the basis of price alone, but to the proposer whose submission contains the most advantageous combination of price qualifications, experience, references and work capacity. The Purchasing Department recommends award to MetLife as the best responsive and responsible bidder meeting specifications, terms and conditions. See attached backup. Individual evaluation sheets are on file in the Purchasing Department. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

R. Approval to Award Request for Proposal (RFP) #09-0-2018/JC for Group Life, Accidental Death & Dismemberment (AD&D) and Voluntary Life to Standard Insurance Company - Mr. Morrison

The purpose and intent of this RFP is to obtain Group Life, Accidental Death & Dismemberment (AD&D) and Voluntary Life to offer to active SDIRC employees. The District provides employees with Basic Life Insurance and AD&D coverage in the amount of \$25,000 at no cost. Employees can purchase additional Life and AD&D coverage for themselves and Dependent Life coverage for their family. Award will not be made on the basis of price alone, but to the proposer whose submission contains the most advantageous combination of price qualifications, experience, references and work capacity. The Purchasing Department recommends award to Standard Insurance Company as the best responsive and responsible bidder meeting specifications, terms and conditions. **(ADDED Statement)** This recommendation will result in an estimated cost savings to the employees of \$622,000. See attached backup. Individual evaluation sheets are on file in the Purchasing Department. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

S. Approval to Award Request for Proposal (RFP) #08-0-2018/JC for Legal Services Plan to LegalShield - Mr. Morrison

The purpose and intent of this RFP is to obtain legal services and an identity theft plan to offer to active SDIRC employees as a benefit option in their benefit program. Legal services and identity theft plan benefits are to be provided under a fully-insured arrangement. SDIRC employees pay the entire cost of the program. Award will not be made on the basis of price alone, but to the proposer whose submission contains the most advantageous combination of price qualifications, experience, references and work capacity. The Purchasing Department recommends award to LegalShield as the best responsive and responsible proposer meeting specifications, terms and conditions. See attached backup. Individual evaluation sheets are on file in the Purchasing Department. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Simchick moved approval. Mr. Searcy seconded the motion and it carried unanimously, with a 5-0 vote.

T. Approval to Award Request for Proposal (RFP) #10-0-2018/JC for Short Term Disability and Long Term Disability Insurance to Cigna Group Insurance - Mr. Morrison

The purpose and intent of this RFP is to obtain Short Term Disability (STD) and Long Term Disability (LTD) coverage to offer to active SDIRC employees. The STD benefit ranges from \$100 to \$2,000 per week (in \$100 increments) not to exceed 66.67% of the employees weekly income for up to 13 weeks. For the LTD plan an employee must be continuously disabled through the elimination period of 90 days to be eligible. The LTD benefits range from \$200 to \$8,000 (in \$100 increments per month) not to exceed 66.67% of an employee's monthly income. Award will not be made on the basis of price alone, but to the proposer whose submission contains the most advantageous combination of price qualifications, experience, references and work capacity. The Purchasing Department recommends award to Cigna Group Insurance as the best responsive and responsible bidder meeting specifications, terms and conditions. This recommendation will result in an **estimated cost savings of \$246,714.00** for employees over the three-year term of the contract. See attached backup. Individual evaluation sheets are on file in the Purchasing Department. Superintendent approves recommendation.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

U. Approval of 2017-2018 Fire Safety Reports – Mr. Morrison

Section 1013.12(2)(c) Florida Statutes, Periodic Inspections of Property by District School Boards, states *“Under the direction of the fire official appointed by the board under s. 1013.371(2), fire safety inspections of each educational and ancillary plant located on property owned or leased by the board, or other educational facilities operated by the board, must be made no sooner than 1 year after issuance of a certificate of occupancy and annually thereafter”*. A summary of the 2017/18 Inspection results are provided below for review: In accordance with this statutory requirement, the 2017-2018 School Fire Safety Reports for each school and facility are attached for your approval. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote. There was a brief discussion.

V. Approval of Agreement Form for Construction Contracted Services with Storagecraft for PE Lockers for Oslo Middle School – Mr. Teske

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and Storagecraft, to furnish

and deliver materials, demolition and installation of new lockers for the Boy's and Girl's PE Locker Rooms at Oslo Middle School as outlined in the proposal and as per the terms and conditions of the School District of Osceola County Bid # SDOC-15-B-002-LK. The cost of this project is not to exceed \$118,700.34, which includes the proposal amount of \$108,700.34 and an owner added contingency in the amount of \$10,000.00. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mr. Searcy seconded the motion and it carried unanimously, with a 5-0 vote.

W. Approval of Owner/Contractor Construction Agreement for Beachland Elementary Roof Replacements (ITB #14-B-060-DW) – Mr. Teske

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Hamilton Roofing, Inc., for the Beach Elementary Roof Replacement project (as per Brevard County School Board ITB #14-B-060-DW). The scope of work includes all labor, equipment and materials for Roof Replacements for Buildings 200, 600 and 700. The cost of construction of this project is not to exceed \$299,195.00, which includes the proposal amount of \$249,329.00, and an owner added contingency in the amount of \$49,866.00. As per the terms and conditions of the Brevard County School Board ITB #14-B-060-DW. This Agreement amount does not include engineering fees, at an estimated amount of \$20,000.00, for an overall total project cost of \$319,195.00. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

X. Approval of Agreement Form for Construction Contracted Services with Major Mulch Installations Inc. for Certified Engineered Wood Fiber Playground Mulch Projects at Citrus Elementary School, Dodgertown Elementary School, Fellsmere Elementary School, Rosewood Elementary School and Beachland Elementary School - Mr. Teske

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and Major Mulch Installations Inc., to supply and install 2,630 Cubic Yards of Certified Engineered Wood Fiber Playground Mulch at Citrus Elementary School, Dodgertown Elementary School, Fellsmere Elementary School, Rosewood Elementary School and Beachland Elementary School. The cost of construction for this project is \$99,940.00 (\$38.00 Per Cubic Yard). The Physical Plant Department, in compliance with School Board Policy 6322 solicited three quotes for this project and recommend Major Mulch Installations

Inc., as the lowest and best responsive bidder meeting specifications, terms and conditions. See attached backup. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mrs. Zorc stepped out of the meeting at 11:28 and returned at 11:30, missing the vote. Mr. Searcy moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 4-0 vote. There was a brief discussion.

Y. Approval to Piggyback School District of Volusia County bid (CPT-750N) to Purchase Network Firewall and Intrusion Protection/Intrusion Detection (IDS/IPS) Equipment from CDW-G – Mr. Green

CDW will provide the District with the equipment, licensing and support for a Next Generation Network Firewall (NGFW). This will allow the district to better protect our students, the district, and its resources from various types of cyber-attacks. The new equipment will also allow us to leverage some of our existing resources to increase our Internet bandwidth capacity. This proposal also includes 3 years of equipment maintenance, service and support. The cost will be \$197,010.00 and it will be funded through the voter approved millage. Superintendent recommends approval.

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mr. Searcy moved approval. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

Added Item:

Z. Approval to Terminate Support Staff Employee – Mr. Green

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

Chairman Frost turned this over to Dr. Rendell. Dr. Rendell read the notice. Chairman Frost called for a Motion. Mr. Searcy moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

IX. SUPERINTENDENT'S REPORT

Dr. Rendell thanked everyone for their hard work with this school year ending. We had a fantastic year. Last week was a busy time of the year and joyous. We capped it off with the first Indian River County Virtual School Graduation. He wished everyone a safe and wonderful summer.

X. SCHOOL BOARD MEMBER MATTERS

Mrs. Simchick thanked all of the schools for the wonderful graduations. A special thanks to the school guidance counselors. Mrs. Justice shared how proud she was being a member of the Board and the joy it brings attending the graduations. Destination Day was very successful. Mr. Frost echoed the graduations and the Superintendent's Art Gallery. He shared how wonderful it was to attend the Retirement Ceremony and thanked them all for their years of service.

XI. INFORMATION AGENDA

A. Financial Report for month ending March 2018 - Mr. Morrison

Attached are the Financial Reports for the month ending March 31, 2018.

XII. SUPERINTENDENT'S CLOSING

Nothing to report.

XIII. ADJOURNMENT – Chairman Frost

Meeting adjourned at approximately 11:37 p.m.

CONSENT AGENDA 6/26/18

Personnel Recommendations

1. Instructional Changes

2. Instructional Leaves

Dawid, Ashley – Dodgertown Elementary, 8/6/18 – 10/1/18

3. Instructional Promotions

4. Instructional Transfers

Arreola, Maria – from Dodgertown Elementary, ESOL Teacher to Dodgertown Elementary, ELA 3rd Grade Interventionist 8/6/18

Bartolini, Katherine – from Sebastian Elementary, Kindergarten Teacher to Pelican Island Elementary, K-2 Literacy Coach 8/6/18

Bohen, Mary – from Dodgertown Elementary, 3rd Grade Teacher to Glendale Elementary, Primary Teacher 8/6/18

Coleman, Jaime – from Osceola Magnet, 2nd Grade Teacher to Rosewood Magnet, 3rd Grade Interventionist 8/6/18

Flemming, Tekessa – from Storm Grove Middle, Language Arts Teacher to Sebastian Middle, ELA 6th Grade Teacher 8/6/18

Harris, Gregory – from VBHS, Music Teacher to Storm Grove Middle, Chorus/Drama Teacher 8/6/18

Irish, Deborah – from Glendale Elementary, 3rd Grade Teacher to District Wide, Resource Specialist 8/6/18

Kurrus, Melissa – from Storm Grove Middle, Sebastian River Middle, Language Arts Teacher to Fellsmere Elementary, 5th Grade Teacher 8/6/18

Matthews, Cormack – from Storm Grove Middle, Social Studies Teacher to SRHS, Social Studies Teacher 8/6/18

Miller, Stacey – from Dodgertown Elementary, 4th Grade Teacher to Dodgertown Elementary, Literacy Coach 8/6/18

Muth, Maria – from Sebastian Elementary, 3rd Grade Teacher to Pelican Island Elementary, 1st Grade Teacher 8/6/18

Ruggiero, Megan – from Gifford Middle, ESE Teacher to ESE District Wide, Teacher on Assignment 8/6/18

Scott, Samantha – from Dodgertown Elementary, 2nd Grade Teacher to Treasure Coast Elementary, 5th Grade Teacher 8/6/18

Sindone, Kari – from Pelican Island Elementary, Kindergarten Teacher to Liberty Magnet, Primary Teacher 8/6/18

Sumner, Kristi – from Indian River Academy, 4th Grade Teacher to Dodgertown Elementary, Primary Teacher 8/6/18

Thimmer, Megan – from Sebastian Elementary, 3rd Grade Teacher

to Pelican Island Elementary, 1st Grade Teacher 8/6/18

5. Instructional Separations

**Coughlin, Deborah – Sebastian Elementary, retirement, exiting
DROP 8/24/18**

Hurley, Terri – Liberty Magnet, retirement, exiting DROP 8/31/18

Matthews, Jessica – Pelican Island, resignation 5/25/18

Myers, Susan – Storm Grove Middle, retirement 5/25/18

Power, Jenna – Vero Beach Elementary, resignation 5/25/18

Robinson-Yari, Lily – Oslo Middle, resignation 5/25/18

Rodrigue, Donald – SRHS, resignation 5/25/18

Santiago, Angela – VBHS, resignation 5/25/18

**Schroer, Nancy – Sebastian Elementary, retirement, exiting
DROP 9/28/18**

**Schultz, Patricia – Sebastian River Middle, entering DROP
6/1/18**

Taylor, Debra – Sebastian Elementary, exiting DROP 7/31/18

Young, Laurie – Curriculum and Instruction, retirement 6/11/18

6. Instructional Employment

Burney, Erica – Storm Grove Middle, Math Teacher 8/6/18

**Cathcart, Jessica – Dodgertown Elementary, Intermediate
Teacher 8/6/18**

**Dillon, Sean – Storm Grove Middle, Social Studies Teacher
8/6/18**

Dribben, Tracey – VBHS, Math Teacher 8/6/18

Geary, Jessica – Citrus Elementary, ASD/ESE Teacher 8/6/18

Geer, Travis – SRHS, Biology/Anatomy Physiology Teacher 8/6/18

Flemming, Tekessa – Sebastian Middle, ELA 6th Grade 8/6/18

Karwatske, Megan – Beachland Elementary, Primary Teacher
8/6/18

**Kohlstedt, Ashley – Treasure Coast Elementary, Math Coach
8/6/18**

**Marginean, LeAnne – Dodgertown Elementary, Primary
Teacher 8/6/18**

Miller, Lorraine – Liberty Magnet, 3rd Grade Teacher 8/6/18

Napoleoni, Erica – Sebastian Middle, Science Teacher 8/6/18

O'Dwyer, Judith – Liberty Magnet, Primary Teacher 8/6/18

Partlow, John – Citrus Elementary, 3rd Grade Teacher 8/6/18

Reno, Kelly – Indian River Academy, Primary Teacher 8/6/18

**Runyon, Cynthia – Dodgertown Elementary, Primary Teacher
8/6/18**

**Samons, Jessica – SRHS, Technology Education TV
Production Teacher 8/6/18**

Sauerman, Elaine – VBHS, Reading Teacher 8/6/18

Small, Paul – Storm Grove Middle, Reading Teacher 8/6/18

Supernaw-von Saman, Vicki – Storm Grove Middle, Science Teacher 8/6/18

Wade, Christa – Vero Beach Elementary, Intermediate Teacher 8/6/18

Wagner, Patricia – Citrus Elementary, Intermediate ELA Teacher 8/6/18

7. Support Staff Changes
8. Support Staff Leaves
Francois, Francoise, VBHS, 6/19/18 – 7/16/18
9. Support Staff Promotions
Hayes, Michelle – from VBHS, Teacher Assistant to Technical Center for Career and Adult Education, Extended Day Coordinator 6/18/18
10. Support Staff Transfers
Roberts, Alicia – from Liberty Magnet, Autism Spectrum Disorder Self-Contained Teacher Assistant to Sebastian River Middle, ESE Teacher Assistant 8/13/18
11. Support Staff Separations
Bilyeu, Matthew – Pelican Island Elementary, resignation 5/25/18
Cernigliaro, Janet – VBHS, resignation 5/25/18
Eggleston, Theresa – Treasure Coast Elementary, retirement, exiting DROP 8/17/18
Hansen, Steven – Print Shop, retirement 10/5/18
12. Support Staff Employment
Black Melton, Joy – ESE, School Psychologist 8/2/18
Di Pietra, Maria Anna – Oslo Middle, Food Service Assistant 8/13/18
~~Dixon, Kim – VBHS, Part-time Food Service Assistant 8/13/18~~
Hitchcock, Helen – Citrus Elementary, Part-time Food Service Assistant 8/13/18
McKenzie, Pamela – VBHS, Food Service Assistant 8/13/18
Sears, Tony – Transportation, Transportation Operations Manager 6/25/18
Smith, Ronald – Sebastian Elementary, School Computer Lab Manager 8/13/18
Smykowski, Carol – Beachland Elementary, Media Assistant 8/2/18
Talenda, Michelle – ESE District Wide, School Psychologist 8/2/18
Wallace, Regina – VBHS, Food Service Assistant 8/13/18

13. Administrative Promotions
**Brown, Dariyall – from Sebastian River Middle, Interim
Principal to SRHS, Principal 7/2/18**
14. Administrative Transfers
**Racine, Todd – from SRHS, Principal to Sebastian River
Middle, Principal 7/2/18**
15. Administrative Leaves
16. Approval of Placement in Instructional Substitute Pool
Dees-Feuerstein, Jessica – Substitute Teacher 8/13/18
Floyd, Chelsea– Substitute Teacher 8/13/18
Javech, Sherry – Substitute Teacher 8/13/18
Koehler, Christina – Substitute Teacher 8/13/18
17. Approval of Placement in Support Staff Substitute Pool
Dobson, Elaine – Substitute Teacher Assistant 8/13/18
Ross, Donna – Substitute Teacher Assistant 8/13/18
18. **Attached is a re-appointment list for the 2018-2019 School
Year**

<u>Last Name</u>	<u>First Name</u>	<u>Job Title Description</u>	<u>Contract Type</u>	<u>Recommendation</u>
Bucknor	Keanna	Teacher, Grade 1	PRB	AC
Cowan	Chance	Teacher, Science	PRB	AC
Harp	Misty	Teacher, Grade 2	PRB	AC
Lane	Amanda	Teacher, Dropout Prevention	AC	AC
Scott	Samantha	Teacher, Grade 2	PRB	AC
Smith	Windfred	Teacher, ESE VE	PRB	AC
Wargo	Beth	Admin Assistant for Principal	AC	AC

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 AMENDMENT No. 3 February 2018 - April 2018
 Capital Projects - Consolidated

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
CO & DS Distributed	3321	112,971.00	0.00	0.00	112,971.00
PECO Funds	3391	306,030.00	0.00	0.00	306,030.00
Charter School Capital Outlay	3397	432,194.00	562.00	0.00	432,756.00
Miscellaneous State Source	3399	13,004.84	0.00	4,000.00	9,004.84
Local Capital Improvement Tax	3413	25,456,752.00	8,942.90	0.00	25,465,694.90
Interest on Investments	3431	38,132.52	144,871.74	0.00	183,004.26
Miscellaneous Local Sources	3490	33,468.60	0.00	0.00	33,468.60
Impact Fees	3496	1,100,000.00	150,602.00	0.00	1,250,602.00
Refund-Prior Year Expense	3497	9,736.00	0.00	0.00	9,736.00
Transfer from General	3620	1,510,000.00	0.00	0.00	1,510,000.00
Insurance Loss Recoveries	3740	0.00	26,599.99	0.00	26,599.99
Fund Equity	2700	12,592,689.85	0.00	0.00	12,592,689.85
Totals		41,604,978.81	331,578.63	4,000.00	41,932,557.44
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	4,799,619.04	444,468.44	6,316.47	5,237,771.01
Furniture / Fixtures / Equipment	7400 - 640	1,540,484.72	114,465.50	0.00	1,654,950.22
Motor Vehicles	7400 - 650	1,156,987.06	102.56	0.00	1,157,089.62
Improvements Other Than Bldgs.	7400 - 670	2,609,943.47	48,590.07	276,855.72	2,381,677.82
Remodeling & Renovations	7400 - 680	14,459,785.07	429,350.79	185,374.61	14,703,761.25
Charter School Local Capital Imprv.	7900 - 743	1,417,451.00	0.00	0.00	1,417,451.00
Transfer to General Fund	9700 - 910	3,932,194.00	562.00	0.00	3,932,756.00
Transfer to Debt Service Fund	9700 - 920	11,366,548.58	43,238.07	0.00	11,409,786.65
Restricted Fund Balance	2726	321,965.87	0.00	284,652.00	37,313.87
Totals		41,604,978.81	1,080,777.43	753,198.80	41,932,557.44

Adopted By Board: June 26, 2018


 District Superintendent's Signature

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 AMENDMENT No. 3 February 2018 - April 2018
 Capital Projects - Public Education Capital Outlay (PECO)

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
PECO Funds	3391	306,030.00	0.00	0.00	306,030.00
Fund Equity	2700	25,146.28	0.00	0.00	25,146.28
Totals		331,176.28	0.00	0.00	331,176.28
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Improvements Other Than Bldgs.	7400 - 670	0.00	48,590.07	0.00	48,590.07
Remodeling & Renovations	7400 - 680	331,176.28	0.00	48,590.07	282,586.21
Totals		331,176.28	48,590.07	48,590.07	331,176.28

Adopted By Board: June 26, 2018

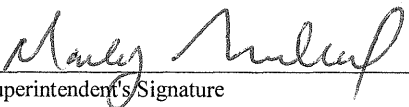
 District Superintendent's Signature

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 AMENDMENT No. 3 February 2018 - April 2018
 Capital Projects - Capital Outlay and Debt Service (CO/DS)

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
CO & DS Distributed	3321	112,971.00	0.00	0.00	112,971.00
Interest on Investments	3431	0.00	836.31	0.00	836.31
Fund Equity	2700	169,668.30	0.00	0.00	169,668.30
Totals		282,639.30	836.31	0.00	283,475.61
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Improvements Other Than Bldgs.	7400 - 670	64,145.02	0.00	0.00	64,145.02
Remodeling & Renovations	7400 - 680	218,494.28	836.31	0.00	219,330.59
Totals		282,639.30	836.31	0.00	283,475.61

Adopted By Board: June 26, 2018

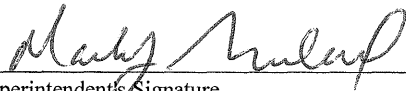

 District Superintendent's Signature

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 AMENDMENT No. 3 February 2018 - April 2018
 Capital Projects - Local Capital Improvement Tax

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
Local Capital Improvement Tax	3413	25,456,752.00	8,942.90	0.00	25,465,694.90
Interest on Investments	3431	32,158.00	122,175.40	0.00	154,333.40
Refunds-Prior Year	3497	9,736.00	0.00	0.00	9,736.00
Fund Equity	2700	8,560,524.18	0.00	0.00	8,560,524.18
Totals		34,059,170.18	131,118.30	0.00	34,190,288.48
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	544,066.10	1,408.90	0.00	545,475.00
Furniture / Fixtures / Equipment	7400 - 640	1,314,446.26	113,057.83	0.00	1,427,504.09
Motor Vehicles	7400 - 650	1,156,987.06	102.56	0.00	1,157,089.62
Improvements Other Than Bldgs.	7400 - 670	2,403,692.54	0.00	272,855.72	2,130,836.82
Remodeling & Renovations	7400 - 680	12,355,978.64	389,267.67	99,862.94	12,645,383.37
Charter School Local Capital Imprv.	7900 - 743	1,417,451.00	0.00	0.00	1,417,451.00
Transfer to General Fund	9700 - 910	3,500,000.00	0.00	0.00	3,500,000.00
Transfer to Debt Service Fund	9700 - 920	11,366,548.58	0.00	0.00	11,366,548.58
Totals		34,059,170.18	503,836.96	372,718.66	34,190,288.48

Adopted By Board: June 26, 2018



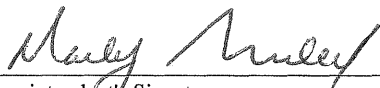
District Superintendent's Signature

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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 AMENDMENT No. 3 February 2018 - April 2018
 Capital Projects - Other Capital Funds

ESTIMATED REVENUE					
	Function	Present Budget	Increase	Decrease	Revised Budget
Charter School Capital Outlay	3397	432,194.00	562.00	0.00	432,756.00
Miscellaneous State Source	3399	13,004.84	0.00	4,000.00	9,004.84
Interest on Investments	3431	5,974.52	21,860.03	0.00	27,834.55
Miscellaneous Local Sources	3490	33,468.60	0.00	0.00	33,468.60
Impact Fees	3496	1,100,000.00	150,602.00	0.00	1,250,602.00
Transfer from General	3610	1,510,000.00	0.00	0.00	1,510,000.00
Insurance Loss Recoveries	3740	0.00	26,599.99	0.00	26,599.99
Fund Equity	2700	3,837,351.09	0.00	0.00	3,837,351.09
Totals		6,931,993.05	199,624.02	4,000.00	7,127,617.07
APPROPRIATIONS					
	Function/Object	Present Budget	Increase	Decrease	Revised Budget
Buildings & Fixed Equipment	7400 - 630	4,255,552.94	443,059.54	6,316.47	4,692,296.01
Furniture / Fixtures / Equipment	7400 - 640	226,038.46	1,407.67	0.00	227,446.13
Motor Vehicles	7400 - 650	0.00	0.00	0.00	0.00
Improvements Other Than Bldgs.	7400 - 670	142,105.91	0.00	4,000.00	138,105.91
Remodeling & Renovations	7400 - 680	1,554,135.87	39,246.81	36,921.60	1,556,461.08
Transfer to General Fund	9700 - 910	432,194.00	562.00	0.00	432,756.00
Transfer to Debt Service Fund *	9700 - 920	0.00	43,238.07	0.00	43,238.07
Restricted Fund Balance	2726	321,965.87	-	284,652.00	37,313.87
Totals		6,931,993.05	527,514.09	331,890.07	7,127,617.07

Adopted By Board: June 26, 2018



 District Superintendent's Signature

Capital Fund - Amendment # 3

ESTIMATED REVENUES:

Total estimated revenues increased by \$ 327,578.63 for the months of February 2018 through April 2018

Function Code 3300 - State Sources:

\$	562.00	- Increase estimated revenue budget for Charter School Capital Outlay (PECO) DOE Recalculation
	(4,000.00)	- Decrease estimated revenue budget for Fuel Tax Rebate
<u>\$</u>	<u>(3,438.00)</u>	Net Decrease estimated State Sources

Function Code 3400 - Local Sources:

\$	8,942.90	- Increase estimated revenue budget for Prior Year Tax Anticipated Revenue TAV
	144,871.74	- Increase estimated revenue budget for Interest on Investments
	150,602.00	- Increase estimated revenue budget for Impact Fees Collected
<u>\$</u>	<u>304,416.64</u>	Net Increase estimated Local Sources

Function Code 3700 - Other Financing Sources:

\$	26,599.99	- Increase estimated revenue budget for Insurance Loss Recovery - Osceola Mold HVAC Parts
<u>\$</u>	<u>26,599.99</u>	Net Increase estimated Other Financing Sources

\$ 327,578.63 Total Increase in Estimated Revenue

APPROPRIATIONS

Major Changes in the Appropriations budget are reflected as follows:

Capital Outlay and Debt Service (CO&DS):

\$	836.31	- Increase appropriations budget for Capital Buyback FF&E From General Fund
<u>\$</u>	<u>836.31</u>	Net Increase estimated CO&DS

Local Capital Improvement Tax, Florida Statute 1011.71(2):

\$	99,862.94	- Increase appropriations budget for Capital Buyback FF&E From General Fund
	31,255.36	- Increase appropriations budget for Health and Safety
<u>\$</u>	<u>131,118.30</u>	Net increase in appropriations budget Local Improvement Tax

Other Capital Funds:

\$	444,467.21	- Increase appropriations budget for Impact Fees and Interest Collected to Student Capacity Growth
	(4,000.00)	- Decrease appropriations budget for Glendale Parking Improvements
	562.00	- Increase appropriations budget for Charter School Capital Outlay(PECO) DOE Re-calculation
	244.48	- Increase appropriations budget for Health and Safety - Interest Earned on Investments
	352.21	- Increase appropriations budget for SRHS Locker-room Renovation - GO Bond Interest on Investments
	12,050.13	- Increase appropriations budget for Citrus Bowl COPS2016 B Interest on Investments
	(12,050.13)	- Decrease appropriations budget for Citrus Bowl COPS2016 B - Project Completed
	(24,871.47)	- Decrease appropriations budget for Citrus Bowl COPS2016 B - Project Completed
	(6,316.47)	- Decrease appropriations budget for Beachland Elem Café & Classroom COPS2016 B - Project Completed
	26,599.99	- Increase appropriations budget for Insurance Recovery to Health and Safety
	43,238.07	- Increase appropriations budget for Transfer to Debt due to Beachland COPS2016B Project completion
<u>\$</u>	<u>480,276.02</u>	Net increase in appropriations budget Other Capital Funds

\$ 612,230.63 Total Increase in Budget Appropriations

RESTRICTED FUND BALANCE:

There was a decrease to Restricted Fund Balance of (\$ 284,652) for the months of February 2018 through April 2018, as follows:

\$	(284,652.00)	- Decrease to Restricted Fund Balance
<u>\$</u>	<u>(284,652.00)</u>	Total Decrease to Budgeted Fund Balance

\$	37,313.87	** Restricted Fund Balance due to Adjusting Entry for the Closing Out of Performance Contracting Transfer to Prepaid Debt Expense in the Debt Fund
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All other Fund changes in Appropriations are due to re-classing of objects codes with in projects during this period.


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

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 Amendment #3 - February 2018 - April 2018
 Food Service

ESTIMATED REVENUE					
	Function	Beginning Budget	Increase	Decrease	Revised Budget
National School Lunch Act	3260	5,694,890.82	0.00	0.00	5,694,890.82
USDA Donated Commodities	3265	533,017.00	0.00	0.00	533,017.00
Summer Food Service Program	3267	260,500.00	0.00	0.00	260,500.00
Fresh Fruit and Vegetables Program	3268	59,800.00	0.00	0.00	59,800.00
Food Service Supplement	3300	98,306.00	0.00	0.00	98,306.00
Interest on Investments	3431	2,000.00	16,079.07	0.00	18,079.07
Food Service Sales	3450	1,248,545.55	0.00	0.00	1,248,545.55
Food Other - Meals on Wheels	3456	350,977.00	0.00	232,776.92	118,200.08
Food Other - Catering	3457	4,200.00	909.33	0.00	5,109.33
Other Miscellaneous Local	3495	0.00	7,019.86	0.00	7,019.86
Refunds-Prior Year Expense	3497	0.00	167.43	0.00	167.43
Fund Equity	2700	3,832,030.03	0.00	0.00	3,832,030.03
Totals		12,084,266.40	24,175.69	232,776.92	11,875,665.17

APPROPRIATIONS					
	Function/Object	Beginning Budget	Increase	Decrease	Revised Budget
Salaries	7600 - 100	3,054,522.16	0.00	114,147.61	2,940,374.55
Employee Benefits	7600 - 200	1,141,699.01	0.00	56,233.24	1,085,465.77
Purchased Services	7600 - 300	218,159.51	0.00	14.03	218,145.48
Energy Services	7600 - 400	269,142.61	2,723.49	0.00	271,866.10
Materials and Supplies	7600 - 500	3,757,044.67	155,161.69	0.00	3,912,206.36
Capital Outlay	7600 - 600	1,096,021.15	0.00	14.00	1,096,007.15
Other Expenses	7600 - 700	318,945.66	22,523.70	0.00	341,469.36
Budgeted Fund Balance		2,228,731.63	0.00	218,601.23	2,010,130.40
Totals		12,084,266.40	180,408.88	389,010.11	11,875,665.17

Adopted By Board: June 26, 2018


 District Superintendent's Signature

Food Service - Amendment # 3

ESTIMATED REVENUES:

Total estimated revenues decreased by (\$ 208,601.23) for the months of February 2018 through April 2018

Object Code 3100 - Federal Direct Sources:

Object Code 3400 - Local Sources:

\$	16,079.07	- Increase estimated revenue budget for Interest Collected
	(232,776.92)	- Decrease estimated revenue budget for Meals on Wheels Program ended October 2017
	909.33	- Increase estimated revenue budget for Food Catering Collections
	7,019.86	- Increase estimated revenue budget for Food Service Rebates
\$	167.43	- Increase estimated revenue budget for Prior Year Refund
\$	<u>(208,601.23)</u>	Net decrease in Local Sources
<hr/>		
\$	<u>(208,601.23)</u>	Net decrease in Estimated Revenues

APPROPRIATIONS:

Changes in the Appropriations budget are reflected as follows:

\$	(114,147.61)	- Decrease appropriations budget for adjustments in Salaries for Meals on Wheels Program
	(56,233.24)	- Decrease appropriations budget for adjustment in Employee Benefits for Meals on Wheels Program
	2,723.49	- Increase appropriations budget for Energy Services Adjustment
	145,161.69	- Increase appropriations budget for Food Costs
	10,000.00	- Increase appropriations budget for Supplies - Summer Coolers Districtwide
	22,523.70	- Increase appropriations budget for Other Expenses - Indirect Costs adjustments
\$	<u>10,000.00</u>	Net Increase in Appropriations Budget

BUDGETED FUND BALANCE:

There was an decrease to budgeted Fund Balance of (\$218,601.23) for the months of February 2018 through April 2018, as follows:

\$	<u>(218,601.23)</u>	- Decrease to Budgeted Fund Balance -
\$	<u>(218,601.23)</u>	Total Decrease to Budgeted Fund Balance

VERO BEACH HIGH SCHOOL

1707 16th Street, Vero Beach, Florida 32960

Mr. Shawn O'Keefe, Principal

June 1, 2018

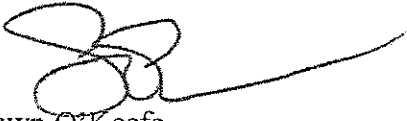
Dr. Mark J. Rendell, Superintendent
School Board Members
Indian River County School District
1990 25th Street

RE: SDIRC Board Rule 0122

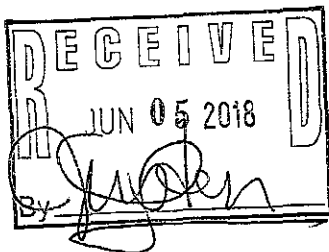
Vero Beach High School would like to request approval for a donation in the amount of \$2,256.50 that our school received from JM Florida Affiliates, Inc., DBA Jersey Mike's Subs #13151, 2251 Landmark Place, Manasquan, NJ 08736.

At the request of the donor, the money will be deposited into the Staff Appreciation internal account.

Very truly yours,



Shawn O'Keefe



VBHS Main Campus
Telephone: (772) 564-5600
Fax: (772) 564-5553

Freshman Learning Center
Telephone: (772) 564-5800
Fax: (772) 564-5679

" It's Great To Be A Fighting Indian! "

School District of Indian River County

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SURPLUS PROPERTY RECORDS ACT
AUCTION ITEMS - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT		CURR VAL	GL	FUND	SERIAL	ACQ	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
			ORIG VAL	ACCUM DEPR											
00065836	✓ COUNTER	SHELLYGLAS-CASH	2,453.20	2,453.20	.00	1340	530	59219103M		01/14/1994	20166	9999	00	ACT6	FS
00065837	✓ COUNTER	SHELLYGLAS-ALL	2,453.20	2,453.20	.00	1340	530	59219108M		01/14/1994	20166	9999	00	ACT6	FS
00065839	✓ COUNTER	SHELLYGLAS-HEAT	2,453.20	2,453.20	.00	1340	530	59219115M		01/14/1994	20166	9999	00	ACT6	FS
00065840	✓ MILK DISPENSER	SHELLYGLAS-OR B	2,453.20	2,453.20	.00	1340	530	59219121M		01/14/1994	20166	9999	00	ACT6	FS
00065841	✓ COUNTER	SHELLYGLAS-CASH	2,453.20	2,453.20	.00	1340	530	59219102M		01/14/1994	20166	9999	00	ACT6	FS
00065842	✓ COUNTER	SHELLYGLAS-ALL	2,453.20	2,453.20	.00	1340	530	59219107M		01/14/1994	20166	9999	00	ACT6	FS
00065844	✓ COUNTER	SHELLYGLASS HEA	2,453.20	2,453.20	.00	1340	530	59219117M		01/14/1994	20166	9999	00	ACT6	FS
00065845	✓ MILK DISPENSER	SHELLYGLASS OR	2,453.20	2,453.20	.00	1340	530	59219120M		01/14/1994	20166	9999	00	ACT6	FS
00065846	✓ COUNTER	SHLLYGLASS CASH	2,453.20	2,453.20	.00	1340	530	59219105M		01/14/1994	20166	9999	00	ACT6	FS
00065847	✓ COUNTER	SHELLYGLASS- FU	2,453.20	2,453.20	.00	1340	530	59219106M		01/14/1994	20166	9999	00	ACT6	FS
00065849	✓ COUNTER	SHELLYGLAS-HEAT	2,453.20	2,453.20	.00	1340	530	59219116M		01/14/1994	20166	9999	00	ACT6	FS
00065850	✓ MILK DISPENSER	SHELLYGLAS-OR B	2,453.20	2,453.20	.00	1340	530	59219126M		01/14/1994	20166	9999	00	ACT6	FS
00065851	✓ COUNTER	SHELLYGLAS-CASH	2,453.20	2,453.20	.00	1340	530	59219104M		01/14/1994	20166	9999	00	ACT6	FS
00065853	✓ COUNTER	SHELLYGLAS-REFR	2,453.20	2,453.20	.00	1340	530	59219111M		01/14/1994	20166	9999	00	ACT6	FS
00065854	✓ COUNTER	SHELLYGLAS-HEAT	2,453.20	2,453.20	.00	1340	530	59219114M		01/14/1994	20166	9999	00	ACT6	FS
00065857	✓ COUNTER	SHELLYGLAS-ALL	2,455.20	2,455.20	.00	1340	530	59219123M		01/14/1994	20166	9999	00	ACT6	FS
00065860	✓ MILK DISPENSER	SHELLYGLAS-OR B	2,455.20	2,455.20	.00	1340	530	59219118M		01/14/1994	20166	9999	00	ACT6	FS
00082968	✓ 1937 GULBRASEN	FOR MUSIC ROOM	1,000.00	1,000.00	.00	1340	500	CAN (NOT) BE FOUN		06/21/2006	DONATION	9999	00	ACT6	
00084350	DOUBLE BAKE OVE	DOYON	12,209.00	12,209.00	.00	1340	530	198		06/30/2007	00705724	9999	00	ACT6	FS
00084352	DOUBLE BAKE OVE	DOYON	12,209.00	12,209.00	.00	1340	530	197		06/30/2007	00705724	9999	00	ACT6	FS
TOTAL			20 RECORDS	67,126.40	67,126.40	0.00									

(ACT6)

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

Requesting Facility: Sebastian River High School Transfer To Facility: Surplus

Requesting Person: Patrick McCarty Contact Person: Patrick McCarty

Property Records
Office use only

Property Record #	Item Description (make/model)	Serial #	Condition	Property Records Office use only
65854 ✓	HEATED SERVING COUNTER	59219114M	POOR	
65847 ✓	ALL PURPOSE COUNTER	59219100M	POOR	
65860 ✓	MILK BOX	59219118M	POOR	
65851 ✓	CASHIERS COUNTER	59219104M	POOR	
65846 ✓	CASHIERS COUNTER	59219105M	POOR	
65845 ✓	MILK BOX	59219120M	POOR	
65849 ✓	HEATED SERVING COUNTER	59219116M	POOR	
65857 ✓	ALL PURPOSE COUNTER	59219123M	POOR	
65844 ✓	HEATED SERVING COUNTER	59219117M	POOR	
65842 ✓	ALL PURPOSE COUNTER	59219107M	POOR	
65850 ✓	MILK BOX	59219126M	POOR	
65841 ✓	CASHIERS COUNTER	59219102M	POOR	
65836 ✓	CASHIERS COUNTER	59219103M	POOR	
65840 ✓	MILK BOX	59219121M	POOR	
65839 ✓	HEATED COUNTER Ser.	59219115M	POOR	

Releasing Signature - Site P.R. Custodian

Rhonda Basanem

Receiving Signature

Date

5/21/18

Date Received

5/31/18

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

Original - Property Records Department
Copy for your records

SURPLUS PROPERTY RECORDS RCY
EQUIPMENT TO RECYCLE - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT		CURR VAL	GL	FUND	SERIAL	ACQ	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
			ORIG VAL	ACCUM DEPR											
00066463	CAMCORDER	PANASONIC VHS P	1,245.00	1,245.00	.00	1340	530	C4HB00383		07/11/1994	33085	9999	00	RCY6	00
00067695	SECURITY MONITO	TAPE DETECTION	3,595.00	3,595.00	.00	1340	530	7001539 TATT		10/31/1994	41332	9999	00	RCY6	00
00067696	SECURITY MONITO	BOOK CHECK	1,566.00	1,566.00	.00	1340	530	5060315		10/31/1994	41332	9999	00	RCY6	00
00067697	SECURITY MONITO	REMOTE ENTRANCE	1,548.00	1,548.00	.00	1340	530	GATE-ENTRANC		10/31/1994	41332	9999	00	RCY6	00
00074135	42'X42' BLUE WR		2,531.55	2,531.55	.00	1340	530			01/21/2000	00050779	9999	00	RCY6	
00079596	SONY 36" VEGA	FD TRINITRON	1,028.00	1,028.00	.00	1340	530	9032656		04/30/2003	00308176	9999	00	RCY6	
00080905	ICE MACHINE SER	STORAGE BIN S-4	2,252.72	2,252.72	.00	1340	541	040165065		02/23/2004	00408456	9999	00	RCY6	FS
00082191	DELL OPTIPLEX G	PENTIUM4 530/3.	1,105.36	1,105.36	.00	1383	530	HL6NS71		06/30/2005	00511661	9999	00	RCY6	
00083009	SHARP FULLY INT	TELEVISION SHAR	2,228.00	2,228.00	.00	1340	530	AM268013393		06/22/2006	00607498	9999	00	RCY6	
00083011	SHARP FULLY INT	TELEVISION (TOS	2,228.00	2,228.00	.00	1340	530	AM268013354		06/22/2006	00607498	9999	00	RCY6	
00083013	SHARP FULLY INT	TELEVISION (TOS	2,228.00	2,228.00	.00	1340	530	AM268013391		06/22/2006	00607498	9999	00	RCY6	
00083014	SHARP FULLY INT	TELEVISION (TOS	2,228.00	2,228.00	.00	1340	530	AM268013392		06/22/2006	00607498	9999	00	RCY6	
00083015	SHARP FULLY INT	TELEVISION (TOS	2,228.00	2,228.00	.00	1340	530	AM268007885		06/22/2006	00607498	9999	00	RCY6	
00083016	SHARP FULLY INT	TELEVISION (TOS	2,228.00	2,228.00	.00	1340	530	AM268013382		06/22/2006	00607498	9999	00	RCY6	
00083017	SHARP FULLY INT	TELEVISION (TOS	2,228.00	2,228.00	.00	1340	530	AM268013383		06/30/2006	00607498	9999	00	RCY6	
00083019	SHARP FULLY INT	TELEVISION (TOS	2,228.00	2,228.00	.00	1340	530	AM268007875		06/22/2006	00607498	9999	00	RCY6	
00083020	SHARP FULLY INT	TELEVISION (TOS	2,228.00	2,228.00	.00	1340	530	AM268007876		06/22/2006	00607498	9999	00	RCY6	
00083021	SHARP FULLY INT	TELEVISION (TOS	2,228.00	2,228.00	.00	1340	530	AM268013355		06/22/2006	00607498	9999	00	RCY6	
00083023	SHARP FULLY INT	TELEVISION (TOS	2,228.00	2,228.00	.00	1340	530	AM268007852		06/22/2006	00607498	9999	00	RCY6	
00083024	SHARP FULLY INT	TELEVISION (TOS	2,228.00	2,228.00	.00	1340	530	AM268007879		06/22/2006	00607498	9999	00	RCY6	
00083025	SHARP FULLY INT	TELEVISION (TOS	2,228.00	2,228.00	.00	1340	530	AM268007877		06/22/2006	00607498	9999	00	RCY6	
00083830	INTEL CORE DUO	LAPATOP CDRW DV	1,215.00	1,215.00	.00	1383	500	CNU7040S15		05/14/2007	00705988	9999	00	RCY6	
00083899	ICE MAKER, CUBE	CUBE-STYLE AIR-	2,602.98	2,602.98	.00	1340	530	110569708		04/16/2007	00708254	9999	00	RCY6	
00085353	HP PROLIANT ML3	TOWER SERVER-CO	.00	.00	.00	1383	500	USE839NAME		11/10/2008	00902419	9999	00	RCY6	
00085353	HP PROLIANT ML3	TOWER SERVER-CO	3,781.00	3,781.00	.00	1383	530	USE839NAME		11/10/2008	00902419	9999	00	RCY6	
00086501	DISPOSER W/CONT	WATER COOLED MO	2,619.00	1,149.45	1,469.55	1340	530	50320		12/14/2010	01003934	9999	00	RCY6	FS
00086603	GBC Shredmaster	SHREDDER * TI	1,294.90	1,125.33	169.57	1340	542	WH33339H		06/30/2011	01105602	9999	00	RCY6	T1
00086968	GBC ULTIMA 65,	HEATSEAL 115V 1	1,399.00	1,212.47	186.53	1340	530	YK00249G		03/06/2013	01303373	9999	00	RCY6	
00087346	SMARTBOARD/MOBI	BALT27605 W/PRO	3,649.00	2,980.02	668.98	1383	542	E20166		06/27/2013	01305635	9999	00	RCY6	T1
00087389	SMART BOARD W/P	W/INSTALLATION/	1,835.95	1,499.36	336.59	1383	542	E20299		06/27/2013	01305635	9999	00	RCY6	T1
00087501	MOBILE SMART BO	W/PROJECTOR NBC	3,649.00	2,919.20	729.80	1383	542	E29002		07/31/2013	01305631	9999	00	RCY6	
TOTAL			31 RECORDS	65,881.46	62,320.44	3,561.02									

* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

PCY-6

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

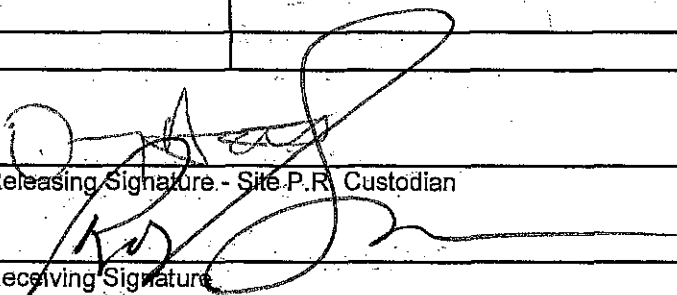
Requesting Facility: ACE

Transfer To Facility: SURPLUS

Requesting Person: Judy Clark

Contact Person: Mike Reminger

Property Record #	Item Description (make/model)	Serial #	Condition	Property Records Office use only
✓ 0000083020	TELEVISION (TOSHIBA)	Am268007876	obsolete	
✓ 0000083025	TELEVISION (TOSHIBA)	Am268007877	obsolete	
✓ 0000083017	TELEVISION (TOSHIBA)	Am268013383	obsolete	
✓ 0000083014	TELEVISION (TOSHIBA)	Am268013392	obsolete	
✓ 0000083015	TELEVISION (TOSHIBA)	Am268007885	obsolete	
✓ 0000083021	TELEVISION (TOSHIBA)	Am268013355	obsolete	
✓ 0000083013	TELEVISION (TOSHIBA)	Am268013391	obsolete	
✓ 0000083011	TELEVISION (TOSHIBA)	Am268013354	obsolete	
✓ 0000083019	TELEVISION (TOSHIBA)	Am268007875	obsolete	
✓ 0000083009	TELEVISION (TOSHIBA)	Am268013393	obsolete	
✓ 0000083023	TELEVISION (TOSHIBA)	Am268007852	obsolete	
✓ 0000083024	TELEVISION (TOSHIBA)	Am268007879	obsolete	
✓ 0000083016	TELEVISION (TOSHIBA)	Am268013392	obsolete	

Releasing Signature - Site P.R. Custodian

 Receiving Signature

Date 6/5/18
 Date Received 06/08/2018

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

Original - Property Records Department
Copy for your records

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VIRTUAL INSTRUCTION PROVIDER AGREEMENT

This Agreement for services ("**Agreement**") made and entered into by and between Edgenuity Inc. (hereafter "**VIRTUAL INSTRUCTION PROVIDER**," or "**Edgenuity**") having principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ, 85250; and the School Board at Indian River County Florida (hereinafter "**CLIENT**"), having principal offices at 6500 57th Street, Vero Beach, FL 32967.

This Agreement supersedes and cancels any prior agreements and/or understandings between the parties concerning the subject matter. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set forth in this Agreement.

The parties by their authorized representatives have entered into this Agreement as of the 1st day of July, 2018 (the "**Effective Date**").

CLIENT and VIRTUAL INSTRUCTION PROVIDER agree to the Description of Work contained in Attachment A (Description of Work); Attachment B (Payment Terms and Conditions); Attachment C (Detailed Curriculum Plan); Terms and Conditions between Edgenuity and the School Board of Indian River Country, Florida attached hereto and incorporated herein as part of the Agreement, as true and accurate.

This contract shall be effective upon the date upon which it is signed by both the CLIENT and the VIRTUAL INSTRUCTION PROVIDER, whichever is later.

TERM

This Agreement shall be effective on the Effective Date for a period of one (1) year and shall be terminable in accordance with the requirements herein, with the option of one year renewal after written acceptance and approval from both parties.

EDGENUITY INC.

By: Sari G. Factor
Name: Sari G. Factor
Title: CEO
Date: 6/6/2018

CLIENT:

By: Shawn Frost
Name: Shawn Frost
Title: Chairman
Date: _____

Approved by Legal: [Signature]



ATTACHMENT A
Description of Work

As more fully set forth in Attachment B, the VIRTUAL INSTRUCTION PROVIDER is to assist in the operation of a K – 12 virtual school that provides a free-to-students, full-time 180-day online instructional program to eligible students during the 2018/19 school year. The VIRTUAL INSTRUCTION PROVIDER is to provide each student with all necessary online courseware and instructional support provided as set forth in Attachment B, and as further defined by the Virtual Instruction Provider's Standard Terms and Conditions, and through any subsequent changes established by joint written agreement between CLIENT and VIRTUAL INSTRUCTION PROVIDER. Any instructional staff provided by VIRTUAL INSTRUCTION PROVIDER must be highly qualified as identified by NCLB standards and hold valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The VIRTUAL INSTRUCTION PROVIDER will ensure all employees and contracted personnel undergo background screening as required by s. 1012.32, Florida Statutes, using state and national criminal history records and will provide a list of instructional employees to the CLIENT for verification of compliance according to the VIRTUAL INSTRUCTION PROVIDER's standard procedures. If additional background checks are required by CLIENT, CLIENT will so state in writing to VIRTUAL INSTRUCTION PROVIDER. VIRTUAL INSTRUCTION PROVIDER will provide information as requested by Client Liaison as described below in #9 in regards to monitoring. All curriculum and course content must align to the Florida Standards. The VIRTUAL INSTRUCTION PROVIDER agrees to comply with any student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes except as described in the attached Virtual Instruction Provider's Terms and Conditions incorporated herein. . As required in s. 1002.45, a detailed curriculum plan is provided in **Attachment C** that illustrates how students will be provided services and be measured for attainment of proficiency in the Florida Standards for each grade level and subject. For districts who select the provision of a full-time virtual instruction program to students in grade 9-12, the VIRTUAL INSTRUCTION PROVIDER will report the successful completion of courses to the CLIENT and it is the CLIENT's responsibility to confirm that a student has satisfied the requirements for graduation in s. 1003.428, s. 1003.429, or s. 1003.43. For the purposes of this document, a successful completion is defined as completing at least eighty percent (80%) of the course content with a passing grade of sixty percent (60%) or higher or credits earned. This means a student must pass and/or earn credit for a course or master curriculum required for student progression to the next grade level. The VIRTUAL INSTRUCTION PROVIDER will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education. Using the data provided to VIRTUAL INSTRUCTION PROVIDER by CLIENT, VIRTUAL INSTRUCTION PROVIDER will use commercially reasonable efforts to provide timely, accurate and complete education data. While the education data is under the control of VIRTUAL INSTRUCTION PROVIDER, VIRTUAL INSTRUCTION PROVIDER will use commercially reasonable security measures and controls as required by FERPA.

Role of the CLIENT

Virtual Instruction Provider Agreement / Edgenuity Inc.
(Rev. 2-2018)

Page 2 of 10



1. Assign virtual school students at school number 7001 under the appropriate provider by code and other actions required by the Florida Department of Education.
2. Verify the enrolled students are eligible to participate in the virtual school.
3. Provide and communicate testing locations to parents/guardians and students for all students for any required testing and to administer any required testing; to provide readiness screening for students entering grade K.
4. Provide any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.
5. Provide an English Language Learner ("ELL") certified teacher for students requiring ELL education that will meet all ELL eligibility requirements, unless otherwise agreed by both parties in writing. Provider may make recommendations for ELL accommodations within the Provider courses or offer other services and elective courses to meet this need.
6. Manage the student admissions process, consistent with school policies and applicable law. Such administration shall include the management of the student application and enrollment process and fielding all communications with students and their parents regarding the application and enrollment process.
7. Create and manage all marketing and promotional materials, collateral, advertisements or solicitations associated with recruiting, registering, and orienting students to the Virtual School.
8. Provide administrators and/or counselors to provide student and/or parent counseling and administrative support as needed.
9. Designate to the VIRTUAL INSTRUCTION PROVIDER, a CLIENT Liaison to act for the CLIENT in all matters pertaining to this contract, including but not limited to monitoring compliance pursuant to State and Client policy, and to accept and approve all deliverables and invoices.
10. Client (i) must keep its passwords secure and confidential; (ii) is solely responsible for its Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Provider promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's written technical guides and applicable law. Client may allow authorized third parties to access the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Client. Client is responsible for compliance by such Client authorized third parties with this Agreement.
11. Accept standard publications of the VIRTUAL INSTRUCTION PROVIDER for all compliance and documentation purposes (i.e., program guide for information and data about the curriculum, student handbook for school policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school report for student-teacher ratios, teacher load limits, state data submissions and state report cards for completion, promotion, and other accountability outcomes).
12. Provide the VIRTUAL INSTRUCTION PROVIDER with a district liaison so that VIRTUAL INSTRUCTION PROVIDER can provide accurate student completion course completion to CLIENT.
13. Accurately code all required data for virtual students to the Florida Department of Education.
14. Provide the VIRTUAL INSTRUCTION PROVIDER with student data so the provider can meet Florida Department of Education reporting requirements to include gender, grade, ethnicity, ELL status, special education, FSA ELA and math assessment results, EOC data, and graduation data or other data as requested.
15. For payment, report to the state all students served under this Agreement as reported to the CLIENT by the VIRTUAL INSTRUCTION PROVIDER.
16. Pay the VIRTUAL INSTRUCTION PROVIDER in accordance with Attachment B.



17. Provide any required information to parents and students about their right to participate in CLIENT's virtual school.
18. Provide a diploma for graduating seniors.
19. Fulfill the requirements of a virtual school set forth in s. 1002.45, F.S., that are not specifically identified as responsibilities of the VIRTUAL INSTRUCTION PROVIDER under the terms of this Agreement.



**ATTACHMENT B
Payment Terms and Conditions**

Edgenuity Curriculum and Instructional Services FLORIDA VIRTUAL INSTRUCTION PROVIDER Pricing	
Edgenuity Instructional Services is an approved Florida VIRTUAL INSTRUCTION PROVIDER and offers schools and districts the flexibility to partner with Edgenuity to provide instructional teaching services and courseware to support their Florida VIRTUAL INSTRUCTION PROVIDER program needs. A comprehensive Florida VIRTUAL INSTRUCTION PROVIDER course list is attached.	
Instructional Services Program Options	Pricing
Course enrollment options - includes courseware and FL certified teacher	
Teaching Services/Supplemental - per semester course enrollment*	\$ 225.00
Teaching Services - full-time enrollment (per semester) (7001)	\$ 2,000.00
Course enrollment options - includes courseware and District provided teacher	
Nonrefundable License fee (per course)	\$ 60.00
Teaching Services - per semester course enrollment	
This service provides students with an Edgenuity semester course for a 5 month enrollment period and an academic support team comprised of highly qualified and state certified instructors and on demand concept coaching:	
<ul style="list-style-type: none"> • Instructors augment course content via remediation, modification and enrichment through web meetings, virtual office hours, and email communication. Instructors also grade course assignments and projects. • Concept coaches perform on demand concept demonstration using interactive technology tools for core courses, ELA, Math, Social Studies, and Science. • The academic support team monitors student progress and proactively communicates with students, parents, and school staff. 	
Teaching Services - full-time semester enrollment - per semester/monthly	
<ul style="list-style-type: none"> • This service provides full-time students with up to six (6) Edgenuity semester courses for a five (5) month enrollment period and an academic support team comprised of highly qualified and certified instructors, and concept coaches. • Instructors augment course content via remediation, modification and enrichment through web meetings, virtual office hours, and email communication. Instructors also grade course assignments and projects. • Concept coaches perform on demand concept demonstration using interactive technology tools for core courses, ELA, Math, Social Studies, and Science. • The academic support team monitors student progress and proactively communicates with students, parents, and school staff. 	
The Terms and Conditions attached hereto are incorporated by reference into Agreement.	
Payment Terms and Conditions Quarterly Billing: <ul style="list-style-type: none"> • Customer will be billed per the VIP requirements. • Invoices will be sent on the 16th of each billing month and the term is net 30. • CLIENT will be billed the actual price for any required AP books. These fees are nonrefundable. 	



Attachment B – Continued

- I. VIRTUAL INSTRUCTION PROVIDER shall provide the Curriculum and Instructional Services identified in the **“Payment Terms and Conditions”** pricing table (the **“Deliverables”**).
- II. VIRTUAL INSTRUCTION PROVIDER will commit to a student-teacher ratio consistent with the Florida Virtual School program, which is one teacher per 65 students for grades 6 – 8 and one teacher per 200 students for grades 9 – 12.
- III. To the best of the VIRTUAL INSTRUCTION PROVIDER’s knowledge, the VIRTUAL INSTRUCTION PROVIDER further warrants that as to each Deliverable produced pursuant to this Contract, VIRTUAL INSTRUCTION PROVIDER’s production of the Deliverable and the CLIENT’s use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. To the best of the VIRTUAL INSTRUCTION PROVIDER’s knowledge, in furtherance of this provision, the VIRTUAL INSTRUCTION PROVIDER warrants that:
 - a. As to each work of software or other **“information technology”** as identified in s. 282.0041(11), Florida Statutes, in which copyrights subsist, the VIRTUAL INSTRUCTION PROVIDER has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverables.
 - b. As to each image and sound recording incorporated into a Deliverable, the VIRTUAL INSTRUCTION PROVIDER has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual, work or sound recording from which the included image or sound was taken.
- IV. If there is a modification to the rules and regulations approved by the Florida Board of Education in contradiction to the terms outlined in this contract, the Parties will amend the contract as necessary to bring the contract into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.
- V. VIRTUAL INSTRUCTION PROVIDER will implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Title 20, Section 1232g, United State Code, The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of student/education records.
- VI. VIRTUAL INSTRUCTION PROVIDER has filed for or is the owner of various trademarks and logos. The CLIENT will be granted the use of such logos and trademarks in connection with its virtual school offering but use of such trademark and logos shall be used only in connection with those services provided under this contract.
- VII. VIRTUAL INSTRUCTION PROVIDER will maintain and keep in force Worker’s Compensation, Liability and Property Damage Insurance to protect it from claims under worker’s compensation claims for personal injury, including death, and claims for damages to any property of the CLIENT, or of the public, which may arise from operations under this Agreement, whether such operations be by



VIRTUAL INSTRUCTION PROVIDER, or by any subcontractor or anyone directly or indirectly employed by VIRTUAL INSTRUCTION PROVIDER.

- VIII. In no event will the CLIENT, CLIENT members, CLIENT officers, employees, or agents be responsible or liable for the debts, acts or omissions of the VIRTUAL INSTRUCTION PROVIDER, its officers, employees, or agents. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.
- IX. Method for Conflict Resolution – Any dispute concerning performance of the contract shall be decided by the CLIENT's designated contract manger, who shall reduce the decision to writing and serve a copy to the VIRTUAL INSTRUCTION PROVIDER. In the event the dispute is not resolved, the parties agree to submit the dispute to non-binding pre-suit mediation with a Florida Supreme Court certified mediator jointly selected and paid for by the parties. In the event the dispute is not resolved, the parties may proceed in accordance with paragraph X below.
- X. After exhaustion of administrative remedies or for any claim not cognizable under Chapter 120, Florida Statutes, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state or federal court with jurisdiction over Indian River County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.
- XI. **TERMINATION** – This contract may only be terminated before its expiration as follows: a) both Parties agree in writing to the termination; or b) if either Party materially breaches the contract and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.
- XII. **DEBT RESPONSIBILITY** – As required by Florida Statute, the Virtual Instruction Program is responsible for all debts for CLIENT's virtual instruction program that arise out of the VIRTUAL INSTRUCTION PROVIDER's performance of this contract if the contract is not renewed or is terminated. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.
- XIII. VIRTUAL INSTRUCTION PROVIDER is required to comply with all requirements of Section 1002.45, Florida Statutes and will comply with disclosure requirements adopted in rule by the Florida Board of Education.
- XIV. **PUBLIC RECORD** – CLIENT agrees that all of Edgenuity's Confidential Information, as defined below, is a trade secret, as defined in Section 812.081, Fla. Stat., and is therefore exempt from disclosure as public records under Chapter 119, Florida Statutes. CLIENT agrees to take all commercially-reasonable steps necessary to prevent unauthorized disclosure of Edgenuity's Confidential Information and Confidential Materials, as defined below. Such steps shall include without limitation, CLIENT'S agreement to promptly notify Edgenuity of any public records request that, if fulfilled, would result in disclosure of any of Edgenuity's Confidential Information. CLIENT'S notification will occur before releasing such Confidential Information and in sufficient time to allow Edgenuity to assert any pertinent public records exemption before any necessary agency, court, forum, or tribunal. Edgenuity will be solely responsible for the legal defense and cost of asserting the exemption(s) in any proceeding in which the exemption(s) is contested. CLIENT agrees that



Edgenuity has taken all necessary measures to prevent disclosure to unauthorized persons of Edgenuity's Confidential Information in CLIENT'S possession and that no further warning or labeling is necessary.

"Confidential Information" means any information relative to Edgenuity, its business, or its operations, that is clearly marked "confidential" or "proprietary", or that ought to be treated as confidential under the circumstances surrounding the disclosure, provided that Confidential Information shall not include information that: (i) at the time of disclosure, or thereafter, becomes publicly known through means other than a party's breach of this Agreement; (ii) was known to the CLIENT as of the time of its disclosure without any obligation of confidentiality, the proof of such knowledge to be the burden of the CLIENT; (iii) was independently developed by the CLIENT without the use of any of the Edgenuity's Confidential Information; (iv) was subsequently learned from a third party not under a confidentiality obligation to Edgenuity or any other party; or (v) is public record pursuant to applicable state law. "Confidential Materials" means all tangible materials containing Confidential Information, including written or printed documents and computer disks or tapes, whether machine or use readable. Edgenuity's Confidential Information includes the contents of any Edgenuity Licensed Content, the Software, the Documentation, the Deliverables, Copyright Materials, and other Trade Secret Materials.

- XV. **JESSICA LUNSFORD ACT** – Edgenuity and its employees are contractors as defined in Sections 1012.467(1)(a), Fla. Stat., and 1012.468(1), Fla. Stat. Edgenuity and its employees will comply with Sections 1012.465, Fla. Stat., and 1012.467, Fla. Statutes.
- XVI. **SOVEREIGN IMMUNITY** – The parties acknowledge and agree that Client is an agency of the State of Florida for purposes of sovereign immunity and immune from suit except to the extent such immunity has been waived by the state.
- XVII. **EQUAL OPPORTUNITY** – Edgenuity shall comply with all federal and state laws prohibiting discrimination, including the Florida Civil Rights Act of 1992 and the Florida Educational Equity Act. CLIENT acknowledges that CLIENT and not Edgenuity decide which students are allowed use of Edgenuity's Licensed Content.
- XVIII. **FLORIDA ETHICS LAWS** – Edgenuity will comply with all applicable provisions contained in Chapter 112, F.S. None of CLIENT'S employees or board members has a material interest (as defined in Section 112.312(15), Fla. Stat.) in Edgenuity.
- XIX. **SALES TAX EXEMPTION** – Except to the extent CLIENT provides Edgenuity with a valid Form DR-14, Consumer's Certificate of Exemption pursuant to Section 212.08, Fla. Stat., Edgenuity will invoice CLIENT for and CLIENT agrees to promptly pay any sales tax levied by the State of Florida in connection with this Agreement.
- XX. **FIREARMS** – Edgenuity's employees will not bring a firearm or prohibited weapon onto CLIENT'S property.
- XXI. **AUDIT** – CLIENT may audit Edgenuity under this Agreement for compliance matters upon reasonable written notice to Edgenuity. Any such audit will be conducted under normal business hours and days of operation.



**Attachment C
Detailed Curriculum Plan**

The VIRTUAL INSTRUCTION PROVIDER will provide courses and instructional services for the District's programs under the Virtual School:

- Full-time Student Program
- Supplemental Course Program

Edgenuity's current list of courses meets FL VIP requirements and is aligned to Florida Standards for each grade level and subject and courses that meet requirements for the District's Students Progression Plan for Middle School and High School. Additionally, the District may choose to collaborate with the VIRTUAL INSTRUCTION PROVIDER to create district specific courses for the Supplemental Program. The courses may be Honors, Advanced, and/or courses that are aligned to the District's curriculum pacing guides. Edgenuity updates courses regularly due to changing standards and customer requests.



Florida Course List



Edgenuity has proudly met the high expectations required by the state of Florida to become a Virtual Instruction Program (VIP) provider for grades six through twelve. Edgenuity is approved through 2019.

Our engaging curriculum and powerful online tools enable Florida students to be self-directed learners and prepare for future college and career success.



Ask us about UpSmart™

The first fully adaptive solution that prepares middle school students to succeed on the FSA



Florida Course List

Core Courses - Middle School

ENGLISH LANGUAGE ARTS

- 1000010 – M/J Intensive Reading
- 1001010 – M/J Language Arts 1
- 1001020 – Advanced M/J Language Arts 1
- 1001040 – M/J Language Arts 2
- 1001050 – Advanced M/J Language Arts 2
- 1001070 – M/J Language Arts 3
- 1001080 – Advanced M/J Language Arts 3
- 1006000 – M/J Journalism 1•
- 1008010 – M/J Reading 1

MATHEMATICS

- 1205010 – M/J Grade 6 Mathematics
- 1205020 – M/J Grade 6 Mathematics Advanced
- 1205040 – M/J Grade 7 Mathematics
- 1205050 – M/J Grade 7 Mathematics Advanced
- 1205070 – M/J Grade 8 Pre-Algebra
- 1204000 – M/J Intensive Math

SCIENCE

- 2000010 – M/J Life Science
- 2001010 – M/J Earth/Space Science
- 2003010 – M/J Physical Science
- 2002040 – M/J Comprehensive Science 1
- 2002050 – M/J Comprehensive Science 1 Advanced
- 2002070 – M/J Comprehensive Science 2
- 2002080 – M/J Comprehensive Science 2 Advanced
- 2002100 – M/J Comprehensive Science 3
- 2002110 – M/J Comprehensive Science 3 Advanced

SOCIAL STUDIES

- 2109010 – M/J World History
- 2109020 – M/J World History Advanced
- 2106010 – M/J Civics
- 2106020 – M/J Civics Advanced
- 2100010 – M/J United States History
- 2100015 – M/J United States History & Career Planning
- 2100020 – M/J United States History Advanced
- 2103015 – M/J World Geography

WORLD LANGUAGES

- 0701000 – M/J French, Beginning
- 0701010 – M/J French, Intermediate
- 0702000 – M/J German, Beginning
- 0702010 – M/J German, Intermediate
- 0707000 – M/J Chinese, Beginning
- 0707010 – M/J Chinese, Intermediate
- 0708000 – M/J Spanish, Beginning
- 0708010 – M/J Spanish, Intermediate

ELECTIVES

- 0101010 – M/J Two-Dimensional Studio Art 1•
- 0102040 – M/J Creative Photography 1•
- 0103000 – M/J Digital Art and Design 1•
- 1301090 – M/J Exploring Music 1•
- 1508000 – M/J Fitness 6*•
- 1508600 – M/J Comprehensive 6/7*•
- 1508700 – M/J Comprehensive 7/8*•
- 1700060 – M/J Career Research and Decision Making*
- 8000400 – Orientation to Career Clusters*

State Test Preparation - Middle School

- FSA Grade 6 English Language Arts Δ
- FSA Grade 7 English Language Arts Δ
- FSA Grade 8 English Language Arts Δ
- FSA Grade 6 Mathematics Δ
- FSA Grade 7 Mathematics Δ
- FSA Grade 8 Mathematics Δ
- EOC Civics Grade 7 Δ
- SSA Grade 8 Science Δ

Core Courses - High School

ENGLISH LANGUAGE ARTS

- 1001310 – English 1
- 1001315 – English 1 for Credit Recovery
- 1001320 – English Honors 1
- 1001340 – English 2
- 1001345 – English 2 for Credit Recovery
- 1001350 – English Honors 2
- 1001370 – English 3
- 1001375 – English 3 for Credit Recovery
- 1001380 – English Honors 3
- 1001400 – English 4
- 1001402 – English 4 for Credit Recovery
- 1001405 – English 4: Florida College Prep
- 1001410 – English Honors 4
- 1000410 – Intensive Reading
- 1006300 – Journalism 1•
- 1007300 – Speech 1•
- 1008350 – Reading for College Success*
- 1009300 – Writing 1*
- 1009320 – Creative Writing 1*†
- 1009370 – Writing for College Success*

Core Courses - High School, continued

MATHEMATICS

- 1200310 – Algebra 1
- 1200315 – Algebra 1 for Credit Recovery
- 1200320 – Algebra 1 Honors
- 1200370 – Algebra 1-A
- 1200375 – Algebra 1-A for Credit Recovery
- 1200380 – Algebra 1-B
- 1200385 – Algebra 1-B for Credit Recovery
- 1206300 – Informal Geometry
- 1206310 – Geometry
- 1206315 – Geometry for Credit Recovery
- 1206320 – Geometry Honors
- 1200330 – Algebra 2
- 1200335 – Algebra 2 for Credit Recovery
- 1200340 – Algebra 2 Honors
- 1202340 – Precalculus Honors
- 1200410 – Mathematics for College Success*
- 1200700 – Mathematics for College Readiness
- 1201300 – Mathematical Analysis Honors
- 1201315 – Analysis of Functions Honors
- 1207300 – Liberal Arts Mathematics 1
- 1207310 – Liberal Arts Mathematics 2
- 1200400 – Intensive Mathematics
- 1210300 – Probability & Statistics with Applications Honors
- 1211300 – Trigonometry Honors
- 1298310 – Advanced Topics in Mathematics

SCIENCE

- 2000310 – Biology 1
- 2000315 – Biology 1 for Credit Recovery
- 2000320 – Biology 1 Honors
- 2001310 – Earth/Space Science
- 2001340 – Environmental Science
- 2001350 – Astronomy Solar/Galactic•
- 2000350 – Anatomy and Physiology •
- 2002400 – Integrated Science 1
- 2002405 – Integrated Science 1 for Credit Recovery
- 2002420 – Integrated Science 2
- 2002425 – Integrated Science 2 for Credit Recovery
- 2002440 – Integrated Science 3
- 2002445 – Integrated Science 3 for Credit Recovery
- 2002480 – Forensic Science 1•
- 2002500 – Marine Science 1•
- 2003310 – Physical Science
- 2003320 – Physical Science Honors
- 2003340 – Chemistry 1
- 2003345 – Chemistry 1 for Credit Recovery
- 2003350 – Chemistry 1 Honors
- 2003380 – Physics 1
- 2003385 – Physics for Credit Recovery
- 2003390 – Physics 1 Honors

SOCIAL STUDIES

- 2100310 – United States History
- 2100315 – United States History for Credit Recovery
- 2100320 – United States History Honors
- 2100340 – African American History**†
- 2101300 – Anthropology**†
- 2102335 – Economics with Financial Literacy*
- 2102340 – Economics with Financial Literacy for Credit Recovery*
- 2102345 – Economics with Financial Literacy Honors*
- 2102372 – Personal Financial Literacy
- 2103300 – World Cultural Geography
- 2105310 – World Religions**†
- 2105340 – Philosophy**†
- 2106310 – United States Government*
- 2106315 – United States Government for Credit Recovery*
- 2106320 – United States Government Honors*
- 2106350 – Law Studies**†
- 2107300 – Psychology 1*
- 2107310 – Psychology 2*
- 2108300 – Sociology*
- 2109310 – World History
- 2109315 – World History for Credit Recovery
- 2109320 – World History Honors
- 2109430 – Holocaust**†

ADVANCED PLACEMENT®

- 0701380 – AP French Language & Culture
- 0708400 – AP Spanish Language & Culture
- 1001420 – AP English Language & Composition
- 1001430 – AP English Literature & Composition
- 1202310 – AP Calculus AB
- 2001380 – AP Environmental Science
- 2100330 – AP U.S. History
- 2103400 – AP Human Geography
- 2107350 – AP Psychology
- 2109420 – AP World History

GENERAL ELECTIVES

- 0100310 – Introduction to Art History*
- 0100320 – Art in World Cultures*
- 0108310 – Creative Photography•
- 0800300 – Health 1: Life Management Skills*
- 0800310 – Health 2: Personal Health*•
- 0800320 – First Aid and Safety*•
- 0800330 – Personal, Social, and Family Relationships*•
- 1501300 – Personal Fitness*
- 1501310 – Fitness for Lifestyle Design*
- 1501340 – Weight Training 1*•

Core Courses - High School, continued

GENERAL ELECTIVES, CONTINUED

- 1502410 – Individual and Dual Sports 1*•
- 1502470 – Recreational Activities Individual Sports*•
- 1502470 – Recreational Activities Walking Fitness*•
- 1502470 – Recreational Activities – Running*•
- 1503350 – Team Sports 1*•
- 1700370 – Critical Thinking and Study Skills*
- 1900300 – Driver Education/Traffic Safety - Classroom*•
- 3026010 – HOPE – Core

CAREER ELECTIVES

- 0400660 – Theater, Cinema, and Film Production•
- 1501380 – Personal Fitness Trainer •
- 1502500 – Sports Officiating•
- 1700380 – Career Research and Decision Making (9–12)*
- 3027010 – Biotechnology I•
- 8006120 – Introduction to Alternative Energy•
- 8106820 – Introduction to Agriscience*†
- 8121510 – Introductory Horticulture II•
- 8207310 – Digital Information Technology
- 8209100 – Careers in Fashion + Interior Design*†
- 8405110 – Early Childhood Education•
- 8417100 – Health Science 1 Δ
- 8417110 – Health Science 2 Δ
- 8417211 – Nursing Assistant 3 Δ
- 8418220 – Pharmacy Tech 2 Δ
- 8500120 – Personal and Family Finance*
- 8500355 – Nutrition and Wellness*†
- 8500370 – Parenting 1*†
- 8800510 – Culinary Arts 1•
- 8812110 – Principles of Entrepreneurship
- 8827110 – Marketing Essentials
- 8827430 – Sports, Recreation, & Entertainment Marketing•

National Core Courses - High School

CAREER ELECTIVES

- Computer Applications: Office 2010
- Digital Arts*Δ
- Intro to Coding*
- Medical Terminology*
- Microsoft® Office® Specialist
- Online Learning and Digital Citizenship*

National Core Courses - High School, cont.

WORLD LANGUAGES

- | | |
|---|--|
| <input type="checkbox"/> 0708340 – Spanish 1 | <input type="checkbox"/> 0711300 – Chinese 1 |
| <input type="checkbox"/> 0708350 – Spanish 2 | <input type="checkbox"/> 0711310 – Chinese 2 |
| <input type="checkbox"/> 0708360 – Spanish 3 Honors | <input type="checkbox"/> 0702320 – German 1 |
| <input type="checkbox"/> 0701320 – French 1 | <input type="checkbox"/> 0702330 – German 2 |
| <input type="checkbox"/> 0701330 – French 2 | <input type="checkbox"/> 0706300 – Latin 1 |
| <input type="checkbox"/> 0701340 – French 3 Honors | <input type="checkbox"/> 0706310 – Latin 2 |

Dual Credit Courses Provided by Sophia®

- | | |
|---|--|
| <input type="checkbox"/> Accounting**† | <input type="checkbox"/> Approaches to Studying Religions* |
| <input type="checkbox"/> College Algebra**† | <input type="checkbox"/> Conflict Resolution* |
| <input type="checkbox"/> Human Biology**† | <input type="checkbox"/> Introduction to Art History* |
| <input type="checkbox"/> Microeconomics**† | <input type="checkbox"/> Introduction to Psychology* |
| <input type="checkbox"/> Macroeconomics**† | <input type="checkbox"/> Introduction to Sociology* |
| <input type="checkbox"/> Project Management**† | <input type="checkbox"/> Introduction to Statistics* |
| <input type="checkbox"/> Visual Communications**† | |

Test Preparation - High School

FLORIDA TEST PREPARATION

- | | |
|--|--|
| <input type="checkbox"/> FCAT Reading | <input type="checkbox"/> FCAT Writing |
| <input type="checkbox"/> PERT Reading | <input type="checkbox"/> PERT Writing |
| <input type="checkbox"/> PERT Math | <input type="checkbox"/> EOC Algebra I |
| <input type="checkbox"/> EOC Geometry | <input type="checkbox"/> EOC Biology |
| <input type="checkbox"/> EOC U.S. History | |
| <input type="checkbox"/> FSA English Language Arts 1 | |
| <input type="checkbox"/> FSA English Language Arts 2 | |
| <input type="checkbox"/> FSA English Language Arts 3 | |

NATIONAL TEST PREPARATION

- SAT® PSAT® ACT® GED®

* One-semester course

• Available with Edgenuity Instructional Services only

Δ Not available with Edgenuity Instructional Services

† Priced separately by student enrollment

Notes

AP®, Advanced Placement®, SAT®, and PSAT® are registered trademarks of the College Board; ACT® is a registered trademark of ACT, Inc.; GED® is a registered trademark of the American Council on Education.



World language courses provided by powerspeak

FOR MORE INFORMATION CONTACT:

877.7CLICKS | solutions@edgenuity.com





**STANDARD TERMS AND CONDITIONS BETWEEN EDGENUITY INC AND THE SCHOOL BOARD OF
INDIAN RIVER COUNTY, FLORIDA**

These Terms and Conditions govern the provision of products and services as set forth in the applicable Edgenuity quote, customer-accepted proposal, or purchase order (collectively the "Quote," and with these Terms and Conditions, the "Agreement").

1. DEFINITIONS.

- a. **Subscription** refers to Edgenuity's internet based learning management software as a service. The Subscription includes access to the **Licensed Material** (defined below) and **Third Party Services** (defined in Attachment A)
- b. **Licensed Material** refers to Edgenuity Courseware which may include audio, video and other content, curriculum, documentation and software including applets and animations.
- c. **Professional Development** refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in the applicable Quote. Professional Development services are also subject to the additional terms contained in Attachment B.
- d. **Instructional Services** refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Quote. Instructional Services are also subject the additional terms contained in Attachment B.

2. LICENSE and SERVICES.

- a. **License.** Edgenuity grants Customer a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely for the Subscription as set forth in the Quote. This Agreement provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes.
- b. **Services.** If set forth in the Quote, Edgenuity will also provide Professional Development and/or Instructional Services, subject to the additional terms and conditions in Attachment B. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.
- c. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service under the terms of Edgenuity's support policies found at www.edgenuity.com/support including all updates, bug fixes, and enhancements when generally made available.

3. USE OF SUBSCRIPTION.

- a. **Customer Owned Data.** All data and materials uploaded or entered during use of the Subscription by Customer remains the property of Customer (**Customer Data**). Customer grants Edgenuity the right to use the Customer Data solely for purposes of performing under this Agreement. During the term of this Agreement, Customer may export Customer Data to the extent allowed by functionality within the Subscription. Customer represents and warrants that it has appropriate rights to any Customer Data. For training and demonstration purposes, Edgenuity may use and share Customer Data, including protected student data, but will share only with supervisors, instructors and other Customer employees who have appropriate authorization.
- b. **Customer Responsibilities.** Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and allow continued access to the Subscription for the sole benefit of Customer. Customer will provide Edgenuity the name and contact information for all third parties authorized by Customer necessary for Customer to use the Subscription. Customer is solely responsible for compliance with all federal, state and local privacy laws and regulations, and for compliance by its authorized integrators or other third party vendor(s).

4. WARRANTIES and DISCLAIMERS.

- a. **Compliance Warranty.** Each party will comply with and will cause each of its employees, agents and contractors to comply with, all laws applicable to its performance under this Agreement, including without limitation the Family Education Rights and Privacy Act ("FERPA") and Children's Online Privacy Protection Act ("COPPA"). For the purposes of performing the Description of Work only, Edgenuity is hereby designated a school official for the purposes of receiving limited confidential student information and Edgenuity shall remain under the direct control of the School Board with respect to the use and maintenance of the confidential student information. Edgenuity 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 purposes of this Agreement and for no other purpose. Upon the completion of these services, Edgenuity shall return to School Board all original and any copies of the confidential student information, and shall not retain any confidential student information. As Edgenuity will be receiving student information that is otherwise confidential Edgenuity 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 itself, and its officers, employees, agents, representatives, contractors and subcontractors shall fully indemnify and hold the School Board officers and employees against any complaint, administrative or judicial proceedings, payment of any penalty imposed upon the School Board, or payment of any and all costs, damages judgement so or losses incurred by or imposed upon the School Board arising out of the

breach of this provision by Edgenuity, or its officers, employees, agents representatives, contractors and subcontractors to the extent that Edgenuity shall either intentionally or negligently violate this provision §. 1002.22 or § 1002. 221 Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement shall be fully binding upon Edgenuity until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

- b. **Professional Development and Instructional Services Warranty.** Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional, workmanlike manner consistent with the terms of this Agreement and under generally accepted industry standards.
 - c. **Edgenuity Service Warranty.** Edgenuity warrants that commercially reasonable efforts will be made to maintain the online availability of the Subscription. CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SUBSCRIPTION AND REFUND A PORTION OF THE FEE.
 - d. **DISCLAIMERS.** THE SUBSCRIPTION IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SUBSCRIPTION AND ANY PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SUBSCRIPTION WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.
5. **PAYMENT, INVOICING AND TAXES.** Unless otherwise provided in the Quote, Customer will pay the amount of each invoice net 30 days after the invoice date. Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote, excluding Edgenuity income and payroll taxes.
6. **MUTUAL CONFIDENTIALITY.**
- a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information ("PII") as defined by Applicable Law, disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.
 - b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
 - c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order.
7. **EDGENUITY PROPERTY.**
- a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription and/or any Instructional Services or Professional Development are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.
 - b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (vi) use the Subscription for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.
8. **TERM AND TERMINATION.**
- a. **Term.** The Term of this Agreement and Customer's access to the Subscription, Services, and any instructional Services or Professional Development services will continue for the period indicated on the applicable Quote, unless terminated by Edgenuity for material breach.
 - b. **Funding-Out Clause.** Customer's payment obligation is conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing within thirty (30) calendar days before termination. Upon termination,

Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

- c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Subscription in a Quote within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Quote.
- d. **Mutual Termination for Material Breach.** Except for 8(c), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.
- e. **Return of Customer Data.** For a period of up to sixty (60) days after termination, upon request, Edgenuity will make the Subscription available for Customer to export Customer Data.
- f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Subscription or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Subscription, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. **Return or Destroy Edgenuity Property Upon Termination.** Upon expiration or termination of this Agreement for any reason, Customer must pay Edgenuity for any amounts owed, and destroy or return all property of Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.

9. LIABILITY LIMIT.

EXCLUSION OF INDIRECT DAMAGES. EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

10. INDEMNITY.

- a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Subscription violates a copyright, patent, trademark or other intellectual property right. Customer must promptly notify Edgenuity of any such claim in writing, cooperates with Edgenuity in the defense, and allow Edgenuity to solely control the defense or settlement of the claim. If such a claim appears likely, then Edgenuity may modify the Subscription, procure the necessary rights, or replace the infringing part of the Subscription with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Subscription and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

11. OTHER TERMS.

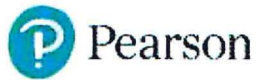
- a. **Governing Law.** This Agreement is governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Nothing in this Agreement prevents either party from seeking injunctive relief in any court of competent jurisdiction.
- b. **Entire Agreement and Changes.** These Terms and Conditions (and any Attachments) and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. This Agreement may only be modified in writing signed by both parties.
- c. **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party as part of a merger or sale of all or substantially all the assets of a party.
- d. **Independent Contractors.** The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Subscription, Customer agrees that items submitted do not contain confidential or proprietary information; and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
- f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of fees, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of Internet services, any third party service and telecommunications services.
- g. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- h. **No Additional Terms and Order of Precedence.** This Agreement supersedes any additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between these Terms and Conditions and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
- i. **Survival of Terms.** Sections 5 through 10, 11(a) (e) (g) (h) and (i) shall survive termination of this Agreement.

Attachment A
Third Party Terms

1. **Third Party Services** refer to web based software, content or services licensed by Edgenuity from a third party for use by Edgenuity for the Subscription or Hardware. Customer's use of Third Party Services may be subject to additional terms from the third parties, some of which are listed below or can be found at the web links indicated:
- a. **ExploreLearning.** Access to and use of any ExploreLearning *Gizmos* (Gizmos) provided by Edgenuity are governed by the following additional terms: (i) Neither Customer nor any of its users are authorized to access or use any Gizmos, except: (a) users who are students and who are authorized by Customer to access and use the Service that includes or incorporates the Gizmos; and (b) users who are teachers of those same students, provided that such teachers may use the Gizmos only for the purposes of assigning and managing assignments for those students; (ii) A Gizmo may only be used in connection with the Service with which that particular Gizmo has been provided, and may not be used in connection with any other class, program, application, or software; and (iii) Customer understands and agrees that any access to or use of any Gizmo provided by Edgenuity by Customer or any of its users in contravention of the foregoing terms constitutes a material breach of the Agreement, and that if Customer desires to use a Gizmo in a manner that is not authorized by the Agreement, it is solely the responsibility of Customer (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.
 - b. **Education Testing Services (ETS) e-rater® Scoring Service.** If the Agreement includes any ETS services, Customer agrees as follows: (i) the score and/or feedback received from the e-rater® technology should be considered as one piece of evidence about a student's writing ability. When a score from the e-rater® engine is being used for an important decision about a student's performance, instructors should review and evaluate the score and/or feedback to ensure that the appropriate decision about placement or performance has been made; (ii) the user understands and agrees that the Scoring Service may not be used for any other purpose, or provided to any other party, than as described herein. As permitted under state or federal law, user shall indemnify and hold Edgenuity and/or Educational Testing Service (ETS) harmless from any and all claims arising out of the use of the Scoring Service or use of the scores and/or feedback to determine placement of, or grades for students, or any other purpose; (iii) THE E-RATER® SCORING SERVICE (SCORE AND GRAMMAR CHECKING FEATURE) PROVIDED BY ETS IS PROVIDED "AS-IS", WITHOUT WARRANTIES OF ANY KIND AND ETS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE E-RATER® SCORING SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ETS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; and (iv) with regard to essays submitted to the site, you (Customer) hereby grant to ETS a non-exclusive, royalty-free, world-wide, irrevocable license to reproduce, transmit, display, disclose, archive and otherwise use any such files you submit to the site for the purposes of scoring and providing feedback. ETS will not retain any personally-identifiable information that may be associated with the essays. This license shall survive the termination of any license granted herein to ETS but in no event longer than 18 months. Any cessation of use of the site shall not result in the termination of any license you grant herein to ETS. Nothing herein shall preclude ETS from using information independently created by ETS.
 - c. **Sophia® Learning Inc.** If this Agreement includes any Sophia Learning Inc. courses for use, the following term applies to any such purchase or use: "Customer agrees that the use of any Sophia course is prohibited for all students under the age of 13 years."
 - d. **CompassLearning Third Party Information.** (i) CKEditor (© 2003-2013 CKSource – Frederico Knabben, all rights reserved), is a third party software text editor, licensed pursuant to the CKEditor Enterprise OEM License 2.3.2 and the GNU Lesser General Public License Version 3 ("LGPL"), available at <http://www.gnu.org/licenses/gpl.html>; (ii) SSHNET (© 2010 RENC I, all rights reserved), is a third party secure connectivity software tool, licensed pursuant to the terms found at <https://sshnet.codeplex.com/license>; (iii) Agilix Labs, Inc.'s xLi platform, (© Agilix Labs, Inc., all rights reserved), is distributed with other licensed third party components under the MIT License and/or the Apache License found at <https://jquery.org/license/> and <http://cdn.mathjax.org/mathjax/2.0-latest/LICENSE>.
2. **Hardware** refers to any equipment with any pre-installed software marketed or supplied by Edgenuity and identified on a Quote. Edgenuity is not the manufacturer of Hardware and it is provided subject to the separate sale terms provided by the manufacturer (including without limitation, return and exchange terms). Customer grants Edgenuity permission to provide remote technical support for setup and diagnostic purposes for any Hardware if required. Customer owns the Hardware and has a license to any pre-installed software, subject to the applicable license agreement. During the term of this Agreement, if Customer modifies Hardware in any way, it may void the manufacturer's warranty. Upon expiration or termination of the Agreement, Edgenuity will remotely remove any and all Edgenuity content and software from the Hardware.
3. **DISCLAIMERS. ALL THIRD PARTY SERVICES AND HARDWARE ARE PROVIDED BY EDGENUITY "AS IS." EDGENUITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.** Edgenuity transfers to Customer, to the extent transferable, warranties and indemnities Edgenuity receives from the manufacturer of the Hardware or Third Party Service. Edgenuity's sole obligation with respect to Hardware and Third Party Service will be to use reasonable commercial efforts to facilitate warranty and indemnification claims that Customer makes against the manufacturer of the Hardware or Third Party Service. Customer, recognizing that Edgenuity is not the manufacturer of Hardware or Third Party Service, expressly waives any claim that Customer may have against Edgenuity for product liability or infringement of any intellectual property right with respect to any Hardware or Third Party Service, as well as any right to indemnification from Edgenuity on account of any such claim made against Customer by a third party.

Attachment B
Additional Terms for Instructional Services & Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.
3. **HOURS OF AVAILABILITY.** Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Edgenuity will provide virtual access to teachers or coaches (or both) (“Edgenuity Instructors”) who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the “Virtual Programs”). Customer shall be responsible for (a) providing secure internet access for End Users to use the Virtual Programs, (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and insuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
 - a. **Instructor Requirements.** Customer shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law (“Instructor Requirements”). Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for insuring that all Edgenuity Instructors meet and comply with Instructor Requirements.
 - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the “Local Educational Agency,” or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Edgenuity’s services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs (IEP); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Edgenuity. Customer shall be solely responsible for the costs of any required adjustments or accommodations.
 - c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning any and all state-mandated standardized tests under applicable state law, policies and procedures.
 - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to Customer, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Edgenuity may also provide Professional Development Services, (“PD Services”) which may include training and instruction to Customer’s instructors and administrators on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
 - a. **Charges for PD Services.** Before delivering Professional Development Services, Edgenuity must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Subscription must be completed. PD Services will be available for use by Customer only during the Term of the Subscription. PD Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. If there are any changes or cancellations of PD services less than 72 hours prior to the scheduled delivery date, Customer agrees to reimburse Edgenuity for travel and other out-of-pocket expenses incurred. Any grace periods or extension of time for delivery of PD Services must be agreed to in writing signed by both parties.
 - b. **Use of Customer’s Facilities.** If Professional Development services are to be provided by Edgenuity at Customer’s premises, Customer shall advise Edgenuity in advance of any Instructor Requirements for Edgenuity personnel, and Edgenuity will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.



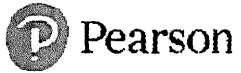
**PEARSON ONLINE & BLENDED LEARNING K-12 USA
VIRTUAL LEARNING PROGRAMS
STATEMENT OF WORK
FIRST AMENDMENT**

Customer:	The School Board of Indian River County
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The above-named Customer and Pearson Online & Blended Learning K-12 USA are parties to a Statement of Work dated July 1, 2017 (the "Statement of Work"). The parties hereby agree to amend the Statement of Work as follows:

1. The Statement of Work's Term is due to expire on June 30, 2018. Under Section 13 of the Statement of Work, the Term is hereby renewed such that it shall expire on June 30, 2019.
2. The second paragraph of section 15 of the Statement of Work is hereby replaced with the following: "If and to the extent permitted by Florida law, and without waiving the limits of sovereign immunity as set forth in section 768.28, Florida Statutes, the Customer agrees to defend, indemnify, and hold harmless CL and its affiliates and all of their employees, contractors, officers and board members from and against any and all third party liability, claims, damages, injuries, judgments, demands and expenses, including but not limited to court costs and attorneys' fees, that arise out of or in connection with any negligent acts or omissions of the Customer related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of acts or omissions of CL subject to the conditions precedent that a) CL provides written notice to the Customer within thirty (30) days of its receipt of the Claim and b) CL permits the Customer to assume the control and defense of the Claim with counsel selected by the Customer. This provision will not be deemed a relinquishment or waiver of any applicable limitation of liability and sovereign immunity available to CL or Customer under law. This paragraph shall survive termination of this Agreement. "
3. This First Amendment shall be effective as of the date it has been fully executed by both parties.
4. In all other respects the Statement of Work shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the Statement of Work, this First Amendment will govern.

Agreed to by:



**Pearson Online & Blended Learning
K-12 USA**

By: *Dona Hutchison*

Name: *Dona Hutchison*

Title: *Vice President*

Date: *4/5/18*

The School Board of Indian River County

By: *Shawn Frost*

Name: Shawn Frost

Title: Chairman

Date: _____



**CONNECTIONS LEARNING
VIRTUAL LEARNING PROGRAMS
STATEMENT OF WORK**

Customer Name: The School Board of Indian River County
6500 57th Street
Vero Beach, FL 32967

Connections Learning, a division of Connections Education LLC (“CL”), will provide Customer with access to a virtual education program through its Connexus® learning management system, along with associated support and/or services, as more fully set forth in this Statement of Work (collectively, the “Educational Products and Services”). Customer is authorized to use the Educational Products and Services to serve students in grades K - 12 residing within the school District of Indian River County.

1. **Definitions.** The following terms shall have the following meanings when used in this Statement of Work. In addition, capitalized terms not otherwise defined in this Statement of Work shall have the meanings ascribed to them in the Standard Terms.
 - a. **Course Seat.** Under CL’s “Course Seat” licensing model, Customer may allow a single Student to take a single Course for each Course Seat that Customer has purchased. Course Seats have a defined duration.
 - b. **Standard Terms.** “Standard Terms” means the Connections Learning Terms and Conditions for Virtual Learning Programs located at Exhibit B, attached hereto and incorporated herein.
 - c. **Student Seat.** Under CL’s “Student Seat” licensing model, Customer may allow a single Student to take up to sixteen (16) semester-length Courses within a given Academic Year for each Student Seat that Customer has purchased. Student Seats have a defined duration.

2. **CL Responsibilities.**
 - a. **Virtual Instructional Program.** CL will comply with the State of Florida’s Virtual Instructional Program’s requirements, including, but not limited to:
 - i. CL will comply with the requirements of Section 1002.45, Florida Statutes and will comply with disclosure requirements adopted in rule by the State Board of Education.
 - ii. CL will communicate to students and families the following information: the name of the instructor and his or her contact information, the name of the administrator and his or her contact information, instructor office hours, and technical support information.
 - iii. CL will ensure courses all curriculum and course content is aligned with Florida Next Generation Sunshine State Standards under Section 1003.41, Florida Statutes.
 - iv. CL will ensure all courses meet conformance level A of the World Wide Web Consortium’s Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.0.

- v. CL will provide the Customer with preliminary survey data (student, staff and program) two weeks prior to a Date Certain for survey periods 2 and 3 to allow enough time for students' schedules to be entered into the District Student Information System. In the event changes occur, the Customer will be notified of the changes in writing. CL will provide accurate accountability data to Customer and the Department of Education (DOE) to ensure accuracy of Provider school grades. This includes, but is not limited to, correct student IDs, course titles, course numbers, and provider codes, as defined in the DOE Data Elements <http://www.fldoe.org/eias/dataweb/download.asp>, pursuant to State Board of Education Rule 6A-1.0014, F.A.C.
 - vi. CL will maintain all education data required by Florida law or as agreed upon in writing between the parties, which includes but is not limited to progress monitoring, grades, attendance, and, formal/informal assessment. All maintained education data shall be accurate and complete, and upon request be made available to the Customer within a reasonable amount of time, which shall not be construed to be less than two (2) weeks from the date CL receives the request.
 - vii. CL shall comply with the Customer's standard School Board approved policies, student progression plan, (located at [Student Success and Institutional Support Plan](#)), school calendar and all statutory requirements of § 1002.45 F. S.
 - viii. As described in section 1002.45 Florida statutes, a list of approved CL courses that meet Florida's Virtual Instruction Program requirements, as well as other aspects of CL's detailed curriculum plan, can be found on [Exhibit C](#) to this Statement of Work.
 - ix. The instructor in each course will, at a minimum, conduct one contact via phone with the parent and the student each month.
 - x. CL will provide student, staff and program data to school districts for timely submission of the required record formats to the Department of Education. CL will provide accurate accountability data to Customer and the Department of Education (DOE) to ensure accuracy of Provider school grades. This includes, but is not limited to, correct student IDs, course titles, course numbers, and provider codes, as defined in the DOE Data Elements <http://www.fldoe.org/eias/dataweb/download.asp>, pursuant to State Board of Education Rule 6A-1.0014, F.A.C.
 - xi. CL will establish a student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes. To the extent CL's policies or calendar are in conflict with Customer's approved policies, procedures and/or calendar as described in subparagraph vii above, then Customer's adopted policies, procedures and/or calendar shall prevail.
 - xii. CL will work in conjunction with districts to notify students of the requirements related to the state assessment program created in section 1008.22 Florida Statutes.
 - xiii. CL will work with Customer to ensure compliance with this Statement of Work.
- b. Provision of Courses and Content License.** Through Connexus®, CL will make available to Customer a variety of core and elective Courses. CL will provide a license to use various materials required for each Course in which Customer enrolls a Student, including textbooks and ancillary materials such as workbooks, texts and other materials. When materials are available both electronically and in print format, CL will provide the materials only in the electronic format.

Customer will return any materials provided in tangible format upon a Student's withdrawal from a class (or the entire program) or at the end of the applicable Academic Year.

- c. Connexus Access.** CL will provide Customer with a limited, royalty-free, non-transferable, non-exclusive license, for the duration of the term of this Statement of Work, for Customer's Authorized Users to access and use Connexus® for purposes of receiving the Educational Products and Services contemplated hereunder. Through Connexus®, Customer will have access to information about Student progress, attendance, performance, participation and other metrics. Customer's license to Connexus® will include the following modules:

- i. Gradebook
- ii. Attendance
- iii. Message boards
- iv. Webmail
- v. Standard Reporting
- vi. Course delivery

- d. Professional and Technical Support Services.** CL will provide the following:

- i. Live technical support via phone to Authorized Users Monday through Friday during CL's normal business hours, excluding designated CL holidays. Technical support is also available 24/7 through online help within Connexus®.
- ii. Online, asynchronous pre-service and in-service training for program staff, along with access to certain online, synchronous training opportunities scheduled by CL from time to time. Additional on-site training services are available at CL's standard rates.
- iii. Set-up of School:
 - A. CL will create a dedicated site for Customer's school. In order to complete this site set-up, Customer must provide the necessary information to set up Customer's school site.
 - B. CL will provide initial set-up for Students, contingent upon receiving all necessary enrollment data from Customer, including contact and address information and Course selections for each Student. Customer is responsible for the accuracy and completeness of all enrollment data and information.
- iv. Program Manager Support: The Program Manager acts as the single point of contact for the Customer-designated Program Coordinator(s) (described below). The Program Manager responds to Customer inquiries, provides periodic virtual training to the Program Coordinator(s) (unless otherwise specified), and supports student achievement in the program through weekly data analysis and/or by acting as a liaison for the Customer with CL Teachers.
- v. Student Registration Services: With respect to all Students, CL will answer calls from a designated toll-free number on leads received from the web lead form located on the Customers website and will work with Customer to identify all of the items necessary for enrolling a student in Customer's virtual instruction program. CL will designate Enrollment Services Representatives who will review enrollment applications and student records received from district, and may request additional information that may be needed to complete enrollment from a student's caretaker or previous school attended. Customer shall verify that registration packets it receives from students, including transcripts, are complete; schedule and hold meetings with students to discuss placement; recommend course selection and graduation plan outline; and submit course selection recommendations to CL for processing. Customer is

responsible for any determination that a student is or is not entitled to special education services, and for the provision of such services, if warranted. Customer remains responsible for providing all necessary oversight and review to ensure the graduation plan outlines, including but not limited to the credentials of the staff approving the graduation plans meets all applicable requirements in Customer's jurisdiction..

e. Teachers.

- i. If Customer elects to use CL Teachers for any Courses, all CL Teachers will be highly qualified Florida Certified. No CL course will be made available to the Customer's students if it is not taught by a high qualified Florida Certified teacher. Access to Courses taught by CL Teachers shall be through the International Connections Academy ("iNaCA"), and CL will, if requested by Customer, implement Course completion requirements consistent with iNaCA to enable Customer the ability to transfer credits earned. In addition, when Customer elects to use CL Teachers, CL will provide the following:
 - A. With respect to full-time Students only, a homeroom "advisory" teacher whose responsibilities shall include: monitoring Student participation and performance; assisting Students in navigating CL's technology and systems; and facilitating communication between the Student, Instructional Aides and the subject matter Teacher on an as-needed basis.
 - B. Modification or adaptation of assessments, instructional approach and/or lesson presentation by CL Teachers to meet particular Students' IEP/504 plans supplied by Customer as is reasonably afforded within the Connexus® platform. CL will not be expected to provide additional human resources.
 - C. Customer will be provided an English Language Learner (ELL) endorsed teacher for students requiring ELL education. Customer may make recommendations for ELL accommodations within the courses or offer other services and elective courses to meet this need.
 - D. LiveTutor™ on-demand instructional assistance.
 - ii. Where applicable, in order to utilize the iNaCA transcript as a representation of student achievement, Customer must adhere to the responsibilities and guidelines set forth in the [iNaCA Transcript Agreement Form](#).
 - iii. Customer will be provided highly qualified Florida Certified teachers as required by applicable state law. CL will ensure all employees and contracted personnel undergo background screening as required by Section 1012.32, F.S. using state and national criminal history records. The screening results for each employee assigned to Customer's students will be provided to the Customer for verification of compliance. CL will provide the: Names of each teacher assigned to Customer's students; Department of Education Number and certification for each teacher assigned to Customer's students; The course names/subject areas each assigned teacher will deliver instruction to Customer's students.
- f. Marketing.** CL will provide co-branded marketing collateral and copy for use by Customer in marketing the Customer's program to prospective Students and their families.
- g. Limitations.** Whether Customer utilizes CL Teachers or Customer Teachers, Customer acknowledges that CL's responsibility is only to deliver the contracted-for Educational Products and Services listed above. Customer will provide all other resources, materials, products or services

and take all other actions required for Customer's virtual learning program, including but not limited to, providing grade and Course placement for Students, tracking graduation requirements and issuing diplomas (if applicable), all in accordance with Customer's policies. Customer acknowledges that CL is not serving as the credit-granting institution under this Statement of Work.

3. Customer Responsibilities. Customer will:

- a. Assign Customer VIP students to school number 7001 under the appropriate provider by code and other actions required by the Florida Department of Education.
- b. Verify the enrolled students are residents of the Customer's district.
- c. Provide test administrators and testing locations for all appropriate grade level students for all required state assessments.
- d. Provide any required services to support a student's IEP or 504 Accommodation Plan consistent with the legal requirements for serving students with special needs or a disability in a virtual school.
- e. Manage the student admissions process, consistent with school policies and applicable law. Such administration shall include the management of the student application and enrollment process and fielding all communications with students and their parents regarding the application and enrollment process.
- f. Provide administrators and/or counselors/academic advisors to provide student and/or parent counseling/administrative support as needed.
- g. Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for its Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Provider promptly of any such unauthorized access; and (ii) may use the Service only in accordance with the Service's written technical guides and applicable law. Customer may allow authorized third parties to access the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Customer and in furtherance of this Agreement. Customer is responsible for compliance by such authorized third parties with this Agreement, including but not limited to confidentiality.
- h. Customer may audit CL under this Agreement for compliance matters upon reasonable written notice to CL. Any such audit will be conducted under normal business hours and days of operation, at Customer's expense, and no more than once per calendar year. Under such audit, Customer will only be provided with documents not protected by attorney-client privilege and directly related to the performance of this Agreement.
- i. Accept standard publications from CL for all compliance and documentation purposes such as program guides for information and data about the curriculum, student handbook for policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school reports for student-teacher ratios, teacher load limits, state data submissions and state report cards for completion, promotion, and other accountability outcomes.
- j. Report to the state for payment all students served under this Agreement as reported to the Customer by CL.
- k. Pay CL in accordance with this Agreement.
- l. Provide information to parents and students about right to participate in Customer VIP.
- m. Provide a diploma for graduating seniors.
- n. Fulfill the requirements of a virtual school set forth in s. 1002.45, F.S., that are not specifically identified as responsibilities of the VIRTUAL INSTRUCTION PROVIDER under the terms of this Statement of Work.
- o. Ensure eligible Students have access to the Internet and to a computer meeting the specifications at: <https://www.connexus.com/public/systemRequirements.html> and communicate applicable CL guidelines and requirements, including the CL Educational Materials and Hardware Policy, located at: <http://www.connectionslearning.com/connections-learning/educational-materials-and-hardware-policy.aspx>. Internet access must provide sufficient bandwidth to effectively access and use the Courses and other features of Connexus®.

- p. Designate a Program Coordinator. Customer shall provide the names of such Program Coordinator to CL, in writing. The Program Coordinator shall be responsible for: (a) identifying all individuals authorized to have access to Customer and/or Student information on the Platform, and (b) submitting written requests to the CL Program Manager that such access be granted. All requests to grant access shall be communicated in writing to the CL Program Manager, and shall specify which of the following levels of access is to be granted: Program Coordinator, Site Coordinator; Site Staff; Student; or Caretaker. The Program Coordinator will provide information to Customer's prospective families and address concerns about Students, including those raised by CL Teachers or other parties. The Program Coordinator will act for the District in all matters pertaining to this contract and to accept and approve all deliverables and invoices.
4. **Teacher Ratios**: CL takes into account the needs of the individual students, families, schools and teachers in assigning teacher loads. Student-teacher ratios will vary program to program. The average student/teacher ratios and average total number of students per teacher, for grades K-5, 6-8, and 9-12, can be found at <http://www.connectionslearning.com/connections-learning/curriculum/state-partnerships/florida/disclosure.aspx>. In addition, each full-time middle school student has an Advisory Teacher or School Counselor who assists students and Learning Coaches with course selection, student transfers, graduation requirements, college and career planning, interpersonal counseling, and general academic guidance. If these teachers were included in the student/teacher ratio, it would be lower.
5. **Graduation Requirements**: In the event CL provides products and services to students in grades 9 through 12, as required by § 1003.428, s. §1003.429, or s. §1003.43 CL shall provide a method for determining that a student has satisfied graduation requirements for an applicable course. CL provides a percentage grade to the Customer and the Customer can use these percentage grades within their own system.
6. **Data Security**: CL's learning management systems have been deployed in a fully redundant configuration into a biometrically secured level 3 facility with complete data redundancy to include mirrored file systems, hourly data snapshots, daily incremental backup, weekly full backup, secured off-site backup storage, and secondary data center for disaster recovery in a distinct geographic location. Our data facility is SSAE16 SOC-1 Type II and SOC-2 Type II certified.
7. **FERPA and Confidentiality**: If Customer is a public entity receiving federal Title I funds, Customer represents that CL is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period and Renewal Periods (if any) of this Agreement. CL agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, CL has a legitimate educational interest for purposes of Customer disclosing to CL students' education records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law CL or its affiliates may provide Customer with confidential information (as designated by CL) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.
8. **Special Education and Disabilities**: If Customer is a public entity receiving federal Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of special education. The provision of special education, the creation, implementation or provision of Individualized Education Programs or 504 Accommodation Plans, the provision of reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act or any similar law, whether

federal, state or local are not services provided under this Agreement. Notwithstanding the forgoing, during the Period and Renewal Period (if any) of this Agreement, CL will discuss, formulate and make adjustments and accommodations in furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that CL may do so without incurring direct or indirect costs.

9. **Method for Conflict Resolution.** Any dispute concerning performance of the contract shall be decided by the Customer's designated contract manger, who shall reduce the decision to writing and serve a copy to CL. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, CL files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to CL's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to CL's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
10. **Debt Responsibility.** As required by Florida Statute, CL is responsible for all debts for the Customer's virtual instruction program that arise out of CL's performance of this contract if the contract is not renewed or is terminated. This does not excuse the Customer from paying any obligations incurred resulting from its obligations under this contractor from the payment of any debts incurred under this contract for termination, unless such termination is as provided for in this Agreement.
11. **English Language Learners:** An English Language Learner (ELL) endorsed teacher will be provided to Customer for students requiring ELL education. The Customer may make recommendations for ELL accommodations within the courses or offer other services and elective courses to meet this need.
12. **Pricing and Invoicing.** Exhibit A to this Statement of Work, attached hereto and incorporated herein by reference, details the pricing and invoicing procedures for the specific Educational Product and Service offerings being made available to Customer hereunder.
13. **Term.** This Statement of Work will commence on **July 1, 2017** and will continue through **June 30, 2018**, and may be renewed thereafter upon mutual written agreement by the Parties.
14. **Notices.** Any notice, consent or other communication under this Statement of Work shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party):

If to CL:	Connections Education LLC 8830 Stanford Blvd. Columbia, MD 21045 Attn: Donna Hutchison
With a copy to:	Connections Education LLC 8830 Stanford Blvd. Columbia, MD 21045 Attn: School Legal Affairs
If to Customer:	The School Board of Indian River County 6500 57 th Street Vero Beach, FL 32967 Attn: Dr. Michael Arnett Director of Career and Technical Education

15. Indemnification and Limitation of Liability. To the extent permitted by law, CL agrees to indemnify and hold Customer, its Board Members, officers, employees and agents harmless from all third-party liability, claims and demands arising from any suit, claim, charge or proceeding that arise out of or in connection with any negligent acts or omissions of the CL related to or arising from this Agreement except to the extent such Claims arose out of the actions or omissions of the Customer and subject to the conditions precedent that a) the Customer provides written notice to CL within thirty (30) days of its receipt of the Claim and b) the Customer permits CL to assume the control and defense of the Claim with counsel selected by CL. This provision will not be deemed a relinquishment or waiver of any applicable limitation of liability and sovereign immunity available to CL or Customer under law. This paragraph shall survive termination of this Agreement.

To the extent permitted by law, the Customer agrees to defend, indemnify, and hold harmless CL and its affiliates and all of their employees, contractors, officers and board members from and against any and all third party liability, claims, damages, injuries, judgments, demands and expenses, including but not limited to court costs and attorneys' fees, that arise out of or in connection with any negligent acts or omissions of the Customer related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of acts or omissions of CL subject to the conditions precedent that a) CL provides written notice to the Customer within thirty (30) days of its receipt of the Claim and b) CL permits the Customer to assume the control and defense of the Claim with counsel selected by the Customer. This provision will not be deemed a relinquishment or waiver of any applicable limitation of liability and sovereign immunity available to CL or Customer under law. This paragraph shall survive termination of this Agreement.

CL agrees to indemnify and save the School Board of Indian River County, its agents, students and employees, harmless from liability of any nature or kind for use by the School Board, its agents, students and employees of any copyrighted or non-copyrighted materials, secret process, patented or unpatented inventions, articles or appliances, furnished by CL or used in CL's performance of the contract for which CL is not the patentee, assignee or licensee, provided that (1) such use results in a third party suit or claim alleging infringement (a "Claim"); (2) the School Board provides CL with prompt notice of the Claim and gives CL a reasonable opportunity to control the defense and settlement of the Claim; and (3) the School Board provides reasonable cooperation and assistance to CL's defense of the Claim. If CL's software becomes or is likely to become the subject of an infringement claim, CL may at its option and expense, either: (a) procure for the School Board the right to continue using such software; (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent or (c) require the return of the affected software, allow the School Board to return other software intended to operate with the affected software, and refund to the School Board the portion of the price attributable to the returned product, prorated in accordance with the unused portion of the term.

This paragraph 15 supersedes any provision in the Standard Terms and Conditions related to indemnity or hold harmless, specifically including paragraphs 3(c), 10, and 12.

16. Choice of Law/Venue. The laws of the State of Florida, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the State of Florida, County of Indian River for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.

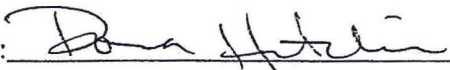
17. **Counterpart Signature.** This Statement of Work may be executed in one or more separate counterparts, each of which when so executed shall together constitute and be one and the same instrument.

18. **Standard Terms.**

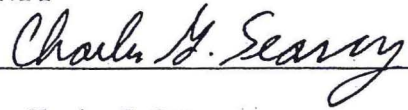
- a. This Statement of Work is subject to the Standard Terms. Once this Statement of Work is executed by the parties, this Statement of Work, including any subsequent amendments thereto, and the Standard Terms together will comprise the agreement of the parties. This Statement of Work shall be read so as to be compatible with the Standard Terms. However, to the extent there is an irreconcilable conflict between the two, the provisions set forth in the Statement of Work shall govern. Customer will issue a purchase order simultaneous with signature of this Statement of Work in order to facilitate its own internal billing procedures when applicable. Any terms set forth in such purchase order contradicting or adding to the terms of this Statement of Work shall be null, void, and of no effect.
- b. The Parties agree that the phrases "pricing information" and "the terms of the Agreement" are deleted from the definition of Confidential Information in the Standard Terms, and the following sentence is added to said definition: "Notwithstanding the above, the parties acknowledge that Chapter 119, Florida Statutes, also known as the Florida Public Records Act applies to this Agreement, and the parties agree to abide by the requirements of Florida law regarding disclosure of public records."

Agreed to by:

CONNECTIONS LEARNING

By: 
Name: Donna Hutchison
Title: Senior Vice President
Date: 5/31/17

THE SCHOOL BOARD OF INDIAN RIVER COUNTY

By: 
Name: Charles G. Searcy
Title: School Board Chairman
Date: May 23, 2017

**EXHIBIT A
PRICING AND INVOICING**

1. **Student Counts.** Preliminary survey data will be sent by CL to the Customer two (2) weeks prior to a Date Certain for survey periods 2 and 3, provided, however, that Customer acknowledges such data will not include student enrollments that have occurred within the two (2) weeks prior to the Date Certain. In such cases, a report showing only the changes will be sent to the District from CL within a reasonable amount of time not to exceed the 2 weeks prior to a Date Certain for survey periods 2 and 3.

2. **Invoicing.**

a. Invoices for Course Seats with Customer Teachers and Student Seats with Customer Teachers shall be submitted to Customer at the end of each semester by CL and will be created based on the following:

i. After the initial purchased seat counts for a given Academic Year have been established on the Initial Count Date, throughout the remainder of the Academic Year, CL shall provide the Customer with an updated count of the total number of Course Seats and/or Student Seats occupied by Students as of 11:59 p.m. on the 15th day of each month. If the number of seats occupied for any given seat type exceeds the number of seats already purchased for that seat type for the Academic Year, CL will invoice Customer for the additional occupied seats based on the pricing terms set forth herein. Once Customer pays for the additional purchased seats, Customer's purchased seat count for that type of seat will be increased to include the additional seats purchased. No refund or credit shall be due to Customer in the event that the number of seats occupied for a given type of seat is less than the number of seats Customer has purchased for that type of seat for a given month. However, Customer still has the right to use its full allotment of purchased seats and may increase its utilization back to its full purchased seat count for each type of seat at any time later in the applicable Academic Year without incurring additional charges.

b. Invoices for Course Seats and Student Seats with CL Teachers will be created based on successful completion of students enrolled in the CL program, as documented by the survey data described above. Invoices shall be submitted to Customer at the end of each semester by CL.

c. Full payment of invoices submitted by CL to Customer shall be due by Customer no more than thirty (30) days from the Customer's receipt of invoice. If full payment is not timely received, CL, in its sole discretion, may cease the provision of any or all products, services and licenses.

d. All Course Seats and/or Student Seats purchased within a given Academic Year expire at the end of the Academic Year.

e. CL reserves the right to charge to Customer and add to any invoice the costs of re-shipping materials to Customer or Customer's Students due to (i) inaccurate Student data provided by Customer, or (ii) loss of materials by Customer or Customer's Students.

3. **Pricing.** Customer's pricing options are set forth in the following table:

Offering	Price per Semester
Student Seat with CL Teachers	\$1,875.00
Course Seat with CL Teachers	\$375.00
Student Seat with Customer Teachers	\$325.00

Course Seat with Customer Teachers	\$65.00
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- 4. Training.** There will be a one-time training fee of \$1,500 for each new Customer Teacher or other staff member being trained, with an option of a multi-attende (3-8 teachers/staff) training session for a fee of \$4,500. Training fees include all CL travel expenses. Training fees will be invoiced semesterly for any new Customer Teacher or other staff member on-boarded in the preceding semester, with payment to be made within thirty (30) days of the invoice date.

EXHIBIT B STANDARD TERMS

These Terms and Conditions are applicable to the academic, teaching and ancillary products and/or services to be provided to a private or public school, school district or other educational institution or organization (collectively “Customer”) by Connections Learning, a division of Connections Education LLC (“Connections” or “CL”) (Connections and Customer are sometimes referred to individually as a “Party” or collectively as the “Parties”), pursuant to an Agreement in which Customer has contracted to receive certain Educational Products and Services from Connections.

1. **DEFINED TERMS.** Capitalized terms within the Agreement or these Terms and Conditions, and not otherwise defined therein or herein, shall have the meanings ascribed to them in the Index of Defined Terms, attached hereto and incorporated herein by reference.

2. GRANT OF RIGHTS AND RESTRICTIONS.

a. **License.** Pursuant to the Agreement and these Terms and Conditions, CL hereby grants to Customer a non-exclusive, nontransferable, royalty-free, limited license during the applicable term of the Agreement for Authorized Users to access and use the applicable Platform identified in the Agreement and the Content contained therein, in connection with the receipt of Educational Products and Services under the Agreement, subject to compliance by the Authorized Users with the Agreement (including these Terms and Conditions) and the Terms of Use. CL may update the features and functions of the applicable Platform from time to time. Any right to use Content shall be solely for the applicable Courses for which a Student is enrolled. If specified in the Agreement, CL will also provide Connections Teachers to teach the Courses. If Connections Teachers are not specified in the Agreement, then Customer shall have sole responsibility to teach the Courses and to provide any other necessary support to the Students; provided, however, that CL may in some cases provide Tutors if tutoring services are so specified in the Agreement. CL may also provide training and/or other services as may be specified in the Agreement.

b. **Permitted and Prohibited Uses.** All rights not expressly granted to Customer and Authorized Users pursuant to the Agreement and these Terms and Conditions are reserved to CL, and any uses of the applicable Platform or any Content by Customer and Authorized Users not expressly permitted in the Agreement and these Terms and Conditions are strictly prohibited.

Specifically, Customer will not, and will not permit Authorized Users, Customer’s employees or agents or any third party to: (i) access the Platform or Content except in connection with Courses for which a Student is enrolled; (ii) use Content except in strict compliance with the Agreement and the Terms of Use; (iii) copy, reproduce, modify, alter, transfer, transmit, perform, publish, display, sub-license, distribute, circulate, provide access to, rent, or create Derivative Works from the Content or any portion thereof, except as specifically permitted by the Agreement and the Terms of Use; (iv) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of the Content or the Platform; (v) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of the Platform or the Content; (vi) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the control or security systems of the Platform or the Content, nor allow or assist a third party to do so; (vii) use the Content in a manner that disparages the Platform, the Content, CL or its content providers, or in any manner that CL may, in its sole discretion, deem inappropriate; or (viii) disclose Log-In Information (as defined in Section 2.d. below) or permit access to the Platform and/or the Content by unauthorized persons using an Authorized User's Log-In Information.

c. **Usage Guidelines and Rules of Conduct.** Customer (including its employees and agents) and Authorized Users may use the applicable Platform and the Content for bona fide educational and other

contracted-for purposes only. Customer will comply and assure compliance by its employees, agents and the Authorized Users with the Agreement (including these Terms and Conditions), Terms of Use, Privacy Policy, Acceptable Use Policy, and other applicable CL policies, as updated from time to time by CL in its sole discretion, including, to the extent applicable based on the Educational Products and Services for which Customer has contracted, the School Handbook. Customer acknowledges that CL may also institute basic rules for academic and personal conduct for Authorized Users' use of the Content and the Platform, and that CL will enforce those rules in its sole discretion, including recommending to Customer the termination of access for Authorized Users in the event of their failure to adhere to those rules. Included in the rules of conduct shall be prohibitions against any Authorized User's attempt to make inappropriate communication or contact with any other Authorized Users through the Platform, as well as, hacking, viral infection, or other technical attempts to gain unauthorized access to or cause damage to the Platform. Customer shall immediately provide CL with written notice of any unauthorized use or distribution of the Content of which Customer becomes aware and shall take all necessary steps to ensure that such unauthorized use or distribution is terminated.

d. Security and Use of Passwords. Each Authorized User will have a user name and password for the purpose of accessing the Platform and the Content (the "Log-In Information"). Customer and its Authorized Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned Authorized User. Customer and its Authorized Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Platform and/or the Content by unauthorized persons using an Authorized User's Log-In Information. Unauthorized access to or use of the Platform and/or the Content by someone using an Authorized User's Log-In information may be attributed to such Authorized User.

e. Availability and Support. CL does not guarantee availability of the Platform 24 hours per day, 7 days per week. Unless other support terms are specified by CL from time to time, CL agrees to provide Platform support during normal business hours Monday through Friday (9:00 a.m. to 6:00 p.m. ET), excluding holidays. CL will respond to general support issues within one (1) business day, after which they will be escalated as may be specified by CL from time to time. The contact for escalation of support issues will be as designated by CL.

f. Communications from CL. Customer acknowledges and agrees that CL may periodically contact Authorized Users for customer service purposes. By accessing the Platform and/or Content, Customer and Authorized Users will have consented to receive such communications.

3. CUSTOMER RESPONSIBILITIES.

a. Fees and Taxes. Customer will pay all fees incurred under the Agreement within thirty (30) days after the date of invoice or pursuant to such other payment terms as may be specified in the applicable Agreement. Any payments made past their due date shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by applicable law. Customer will be responsible for all forms of tax in connection with the Educational Products and Services provided by CL under the Agreement, other than taxes on CL's income. If Customer claims tax exempt status, Customer agrees to provide CL with evidence of such tax exemption upon CL's request. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Customer shall be responsible for any and all taxes that arise from the Agreement and related transactions (excluding taxes on CL's income). All pricing set forth in any quotation, Agreement, or invoice is in United States dollars unless otherwise specified.

b. Compliance with Laws. In using the Platform, Customer agrees to comply with federal and state privacy laws, including, but not limited to, FERPA and the regulations promulgated under FERPA, and other similar federal or state laws, administrative rules and regulations restricting commercial use of, or otherwise regulating, Student information. Customer further agrees to limit access by its employees and

agents to educational records containing personally identifiable information to solely those of its employees and agents who have a legitimate educational interest for such information. By designating an individual as authorized to have Platform access to educational records and other student related information, Customer represents such access is in compliance with all such federal and state privacy laws.

c. Hold Harmless. Customer agrees that it shall defend, indemnify and hold CL and its Affiliates and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorneys' fees and expenses) to which CL, its Affiliates and their respective agents and employees may be subject due to any causes of action, disputes, demands, lawsuits, and/or judgments (together "Claims") arising out of or relating to: (i) any wrongdoing, misconduct, negligence, or default by Customer, its agents, employees, or assigns in the execution or performance of this Agreement; (ii) noncompliance with any privacy or other laws applicable to Student Records or personally identifiable information; and (iii) any activities unrelated to the Educational Products and Services provided by CL, including, but not limited to, any sports, intramural, club, or outreach activities sponsored or approved by Customer, regardless of whether such sponsorship or approval was direct, indirect, express, or tacit.

4. AUDIT. CL will have the right, with ten (10) days prior notice, to audit Customer's use of the Platform and the Content at Customer's location(s). If any audit determines that the Customer has not complied with the terms of the applicable Agreement, Customer will promptly pay CL any amount that is due. Customer will also reimburse CL for its cost in conducting the audit, in the event the audit determines a shortfall over five percent (5%), in the amount paid to CL.

5. ACADEMIC INTEGRITY. Customer acknowledges that with respect to all Students enrolled in iNaCA, iNaCA shall be the sole decision maker with respect to all questions, issues, conflicts, or concerns relating to academic integrity and performance. With respect to Students enrolled in iNaCA who are eligible to receive an iNaCA diploma (including Customer branded diplomas issued by iNaCA), determinations (i) as to whether transfer credit will be given for non-iNaCA courses, (ii) of the additional requirements that must be met for iNaCA to grant an iNaCA high school diploma to Students, and (iii) as to whether to advance a Student from grade to grade or Course level to Course level, or (iv) to terminate the enrollment of a Student due to inadequate participation or academic performance, shall be in the sole discretion of iNaCA.

6. TERMINATION.

a. Term. The term of the Agreement (including any potential renewal periods) will be as specified in the Agreement.

b. Terminations for Cause. Except as otherwise provided in the Agreement, either CL or Customer may terminate the Agreement at any time for cause upon thirty (30) days notice, unless the circumstances constituting the basis for the for-cause termination have been cured (if capable of being cured) by the other Party within such notice period. For purposes of the preceding sentence, a termination by one Party will be deemed for "cause" if: (i) the other Party materially breaches any provision of the Agreement; or (ii) the other Party violates any law or regulation material to the Agreement. Notwithstanding the foregoing, CL may terminate the Agreement immediately upon written notice to Customer in the event of a breach by Customer of confidentiality or a violation by Customer of Intellectual Property rights. Such remedy shall not be deemed to be the exclusive remedy for a breach of the Agreement, but shall be in addition to all other remedies available at law or in equity.

c. Termination for Financial Reasons. Either Party may terminate the Agreement upon written notice if the other Party: (i) files a petition for bankruptcy; (ii) is adjudicated bankrupt by any court; (iii) makes an assignment for the benefit of creditors; (iv) takes the benefit of any bankruptcy or insolvency act; or (v) generally becomes unable to pay its debts when due. Such termination shall be effective as of the date of

filing of such petition, adjudication, appointment, assignment, declaration or commencement of reorganization or liquidation proceeding or said Party's inability to pay its debt.

d. Termination or Suspension For Failure to Make Timely Payment. CL may, at its option, immediately terminate, or suspend its performance of, the Agreement with Customer any time Customer is more than thirty (30) days in arrears on its payment obligations to CL. In the event of termination or suspension by CL under this Section 6.d., Customer's access to the Platform (including all Authorized Users whose right of access to the Platform is derived from CL's contractual relationship with Customer) shall be discontinued without further notice. In the event of a suspension of access to the Platform, access may, at the sole discretion of CL, be restored when Customer's payment obligations are brought current and CL has received adequate assurances that Customer's payment obligations to CL shall remain current for the remainder of the term of the Agreement.

e. Termination due to Change in the Law. CL reserves the right to terminate this Agreement in the event any new legal obligation is imposed upon CL during the Agreement term and as a result of such new legal obligation, there is a material change to CL's responsibilities under the terms of the Agreement or there is an increase in the cost of providing the contracted for Educational Product and Services, as determined by CL, or at its option, or if requested by Customer, will negotiate in good faith during the notice period regarding possible alternatives to termination; provided, however, that if the Parties are unable to agree on a mutually acceptable alternative, the termination notice shall remain in full force and effect.

f. Obligations on Termination. In the event the Agreement is terminated by either CL or Customer for any reason: (i) each Party shall promptly (not later than ten (10) days after the effective date of termination) return to the other Party all Confidential Information, Intellectual Property and material of any type belonging to the other Party, including but not limited to, electronic versions, hard copies and reproductions and shall not retain copies of any such Intellectual Property or material except as may be expressly permitted in the Agreement, and all electronic copies shall be permanently removed from all electronic data storage devices; (ii) all access to the Platform, Content, and Courses by Customer and its Authorized Users shall be discontinued; (iii) each Party shall cease the use of the other Party's trade name, trademarks, copyrights and any other form of Intellectual Property rights; and (iv) Customer shall pay CL all amounts due under the Agreement upon the earlier of their due dates or thirty (30) days after the effective date of termination. Termination of the Agreement shall not relieve the Parties of any applicable obligation or liability under the Agreement, nor shall it affect or impair the rights of a Party arising prior to such termination.

7. CONFIDENTIALITY.

a. Confidential Information. The receiving Party shall use the Confidential Information only in connection with the furtherance of the business relationship between the Parties, and the receiving Party shall make no further use, in whole or in part, of any such Confidential Information. The receiving Party agrees not to disclose, deliver or provide access to all or any portion of the Confidential Information to a third party or to permit a third party to inspect, copy, or duplicate the same; provided that the receiving Party may disclose Confidential Information to its employees, agents and subcontractors who need access to such Confidential Information in connection with the performance of the Agreement or the applicable subcontract and who are under a written obligation to protect the confidentiality of such Confidential Information. The receiving Party will treat the Confidential Information with the same degree of care and confidentiality that the receiving Party provides for similar information belonging to the receiving Party that the receiving Party does not wish disclosed to the public, but not less than holding it in strict confidence.

b. Student Records. CL and Customer acknowledge and agree that under FERPA and any regulations promulgated thereunder, the Parties have certain obligations with regard to maintaining the security, integrity and confidentiality of "education records," as that term is defined by FERPA. The Parties

acknowledge that each Party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. CL and Customer each designate the staff, employees, agents, subcontractors and volunteers who are providing educational and/or administrative services to the Students as agents of Customer having a legitimate educational interest and thus entitled to access to educational records under FERPA. CL and Customer shall also maintain Student Records in accordance with any other applicable laws and regulations.

c. Exceptions. The foregoing shall not prevent the receiving Party from disclosing Confidential Information that must be disclosed by operation of law, provided (i) the receiving Party shall promptly notify the disclosing Party of any such request for disclosure in order to allow the disclosing Party full opportunity to seek the appropriate protective orders, and (ii) the receiving Party complies with any protective order (or equivalent) imposed on such disclosure. It is understood and agreed that this Section 7.c. is not intended to permit the disclosure of education records referenced in Section 7.b. unless permitted by applicable law.

d. Return of Confidential Information. The receiving Party agrees that it will, within ten (10) days after written request by the disclosing Party, return to the disclosing Party, or at the option of the disclosing Party, destroy and certify in writing the destruction of, all Confidential Information received from the disclosing Party, including copies, reproductions, electronic files or any other materials containing Confidential Information. This provision shall not apply to the extent that the receiving Party is required to retain any such Confidential Information by any applicable law, rule or regulation, or by any internal record retention policy, or by any competent judicial, governmental, supervisory or regulatory body or by any backup computer systems that cannot be reasonably deleted, as determined by CL.

8. INTELLECTUAL PROPERTY

a. Ownership of Intellectual Property. Customer acknowledges and agrees that CL or its Affiliates and/or their third party vendors are the sole owners of the Platform, the Content and Courses, and any other content or materials contained in or delivered to Customer through the Platform or otherwise in connection with the Agreement (collectively the "CL IP"). Except for the limited rights granted in the Agreement, neither the Agreement, nor these Terms and Conditions, constitutes a license or other transfer by CL to Customer of any Intellectual Property rights in CL IP. All right, title, and interest in and to the CL IP, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with CL and its third party vendors, and Customer will use the CL IP only as authorized under the Agreement and will not otherwise violate any copyrights or other Intellectual Property rights of CL. Any attempted sublicense, assignment or transfer by Customer of any rights hereunder or in the Agreement without CL's prior written consent shall be void. Customer shall not remove any copyright, patent, trademark, or any other proprietary rights legends from the CL IP. The placement of a copyright notice on any portion of Confidential Information does not mean that such portion has been published and will not derogate any claim of trade secret or confidentiality protection for the same.

b. Jointly Developed Courses. The Parties may jointly develop one or more Courses if agreed upon in the applicable Agreement. Unless otherwise agreed by CL and Customer, any courses jointly developed by CL and Customer and all Intellectual Property rights thereto will be jointly owned by CL and Customer ("Joint Courses"). Either Party shall be entitled to modify and create Derivative Works of the Joint Courses. Customer agrees that any Joint Courses and their Derivative Works may be used by Customer solely in connection with the receipt of services under an applicable Agreement or as part of the curriculum provided to Customer's Students. Customer agrees that CL shall be entitled to copy, use, install, license, display, perform, transmit, execute, resell, print, host, distribute and otherwise commercialize the Joint Courses and their Derivative Works. Neither Party shall be required to account to the other Party for a share of the profits in connection with the authorized use of the Joint Courses and Derivative Works hereunder.

c. Trademarks. CL and Customer each grants to the other Party during the Term a non-exclusive, nontransferable license to use the logos, trademarks, service marks and/or trade names of such Party, as specified in the Agreement (the "Licensed Marks"), but solely in connection with the receipt of services under an applicable Agreement or for purposes of marketing the use of the Educational Products and Services to Customer's Students and prospective Students in accordance with the requirements of these Terms and Conditions and the related Agreement, and subject to any pre-approval rights set forth in these Terms and Conditions and the related Agreement. All use of the other Party's Licensed Marks shall be in accordance with any trademark usage guidelines provided by the other Party. CL's current Trademark Usage Guidelines can be found at: <http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx>. Each Party retains all right, title and interest in and to its Licensed Marks and any related proprietary rights not expressly granted to the other Party hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of the owner of such Licensed Marks. A Party may revoke the other Party's license to the Licensed Marks upon written notice in the event the other Party breaches any of the terms of this paragraph.

d. Customer Funds. No Customer funds shall be used in the development or procurement of any tangible or intangible materials, or any aspect of the Courses, curriculum or educational materials used in connection with the Education Products and Services CL provides in furtherance of its obligations set forth in the Agreement. Customer funds paid to CL for products delivered and/or services rendered in accordance with the terms of this Agreement shall not be deemed Customer funds once such payment is received by CL.

e. Student Data. Student specific data, including corresponding Caretaker data, is the property of the Customer and the Student and/or Caretaker, unless and to the extent that CL obtains such data from a source other than Customer, including directly from Student (if an emancipated minor or over the age of minority) or such Student's Caretaker. CL will not use any such Customer owned Student specific data for any non-Customer related purpose without obtaining the written permission of such Student or Student's Caretaker (as the case may be). Use for Customer related purposes shall include any use associated with CL's or its subcontractor's responsibility to provide the Educational Products and Services under this Agreement and for the purposes specified in the Privacy Policy. CL may freely aggregate Customer owned Student (including Caretaker) specific data for its own purposes so long as such aggregated use does not reveal identifying characteristics that would enable a third party to determine the identity of any individual Student or Caretaker. All such aggregated data shall be the property of CL. CL may freely use all such aggregated data without the consent of Customer.

9. REPRESENTATIONS AND WARRANTIES. Customer represents and warrants that: (i) it has full power and authority to enter into the Agreement, and to agree to all the terms and conditions contained therein and in these Terms and Conditions, and has received all parental and other permissions required to permit CL to obtain and retain information (including personal information) from Authorized Users; (ii) only Authorized Users will access the Platform and the Content; (iii) Customer and its Authorized Users will at all times use the Platform and the Content only as expressly permitted by the Agreement and these Terms and Conditions; (iv) in the event that Customer requests that CL customize the interface with Customer's trade name, trademarks or logos, and/or digitize and/or encode and/or host any of Customer's content on the Platform and CL agrees to do so, Customer warrants that it has the full right and authority to so use and exploit any and all such trade names, trademarks, logos and content, including without limitation any and all underlying elements (the "Customer IP"); and (v) the Customer IP, any content, materials and/or information contributed by Authorized Users, and any revisions to the Content by Authorized Users, do not and will not contain any libelous, unlawful or infringing materials or content, will not infringe upon any party's proprietary rights, including, without limitation, statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

10. INDEMNIFICATION.

a. Customer will defend, indemnify and hold CL, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by CL that arise from or relate to: (i) any violation by Customer and/or its Authorized Users of the Agreement or these Terms and Conditions; (ii) any downloading of the Content except as authorized in the Agreement or these Terms and Conditions; (iii) any modification or editing made to any portion of the Content; (iv) the use of any portion of the Content with products or services not supplied by CL; (v) any breach of Customer's obligations or warranties under the Agreement or these Terms and Conditions; or (vi) the negligence or intentional misconduct of Customer, its employees or contractors, agents or the Authorized Users.

b. Subject to Section 12, CL will defend, indemnify and hold Customer, its officers, directors, employees and agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Customer that solely arise from or solely relate to: (i) a material breach by CL of its obligations or warranties (subject to the disclaimer provided for in Section 11) under the Agreement or these Terms and Conditions, or (ii) the negligence or intentional misconduct of CL or any of its employees, contractors and agents.

11. WARRANTY DISCLAIMER. CUSTOMER CANNOT ASSUME THE PERFORMANCE OF THE PLATFORM OR OTHER SUCH TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY PROBLEMS RELATED THERETO WILL BE CORRECTED, DESPITE CL'S REASONABLE EFFORTS. ACCORDINGLY, EXCEPT FOR ANY EXPRESS WARRANTIES GIVEN IN THE AGREEMENT: (a) THE PLATFORM AND THE CONTENT PROVIDED UNDER THE AGREEMENT ARE PROVIDED "AS IS" TO THE MAXIMUM EXTENT PERMITTED BY LAW; AND (b) CL AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, TITLE, NONINFRINGEMENT, COURSE OF DEALING, OR COURSE OF TRADE. EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT, NEITHER CL NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE PLATFORM AND THE CONTENT PROVIDED UNDER THE AGREEMENT WILL MEET ANY REQUIREMENTS OR NEEDS THAT CUSTOMER OR THE AUTHORIZED USERS MAY HAVE, OR THAT THE PLATFORM AND THE CONTENT WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE PLATFORM AND THE CONTENT WILL BE CORRECTED, OR THAT THE PLATFORM AND THE CONTENT ARE COMPATIBLE WITH ANY PARTICULAR OPERATING SYSTEM. FURTHER, EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, CL MAKES NO GUARANTEE OF ACCESS TO OR ACCURACY OF THE CONTENT ACCESSED THROUGH THE PLATFORM. IN NO EVENT WILL CL BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE PLATFORM.

12. LIMITATION OF LIABILITY. FOR ANY BREACH OR DEFAULT BY CL OF ANY OF THE PROVISIONS OF THE AGREEMENT OR THESE TERMS AND CONDITIONS, OR WITH RESPECT TO ANY CLAIM ARISING THEREFROM OR RELATED THERETO, CL'S ENTIRE LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE INCLUDING NEGLIGENCE, WILL IN NO EVENT EXCEED THE LESSER OF: (a) THE AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC COURSES OR PRODUCTS AND SERVICES THAT ARE THE SUBJECT OF THE CLAIM; OR (b) IN THE AGGREGATE WITH RESPECT TO ALL CLAIMS UNDER OR RELATED TO THE AGREEMENT OR THESE TERMS AND CONDITIONS, THE AMOUNT PAID BY CUSTOMER UNDER THE AGREEMENT. IN NO EVENT WILL CL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT,

OR CONSEQUENTIAL LOSS OR DAMAGE, LOST BUSINESS REVENUE, LOSS OF PROFITS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS OR ANY CLAIM AGAINST CUSTOMER OR THE AUTHORIZED USERS BY ANOTHER PERSON, EVEN IF CL, ITS AFFILIATES, OR ITS THIRD PARTY VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE OTHERWISE FORESEEABLE. CL WILL BE LIABLE TO CUSTOMER AS EXPRESSLY PROVIDED IN THE AGREEMENT OR THESE TERMS AND CONDITIONS, BUT WILL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER IN CONTRACT, TORT OR OTHERWISE TO CUSTOMER INCLUDING ANY LIABILITY FOR NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT OR ELSEWHERE, THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THE AGREEMENT WILL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR ACTION, BY CUSTOMER, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, AND WILL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THE AGREEMENT OR THESE TERMS AND CONDITIONS OR OF ANY REMEDY CONTAINED THEREIN. THE AUTHORIZED USERS WILL NOT BE CONSIDERED A THIRD PARTY BENEFICIARY OF ANY OBLIGATION OF CL TO CUSTOMER.

13. Deleted.

14. INSURANCE. Each Party will maintain and keep in force no less than the amounts of insurance as are reasonable to cover insurable risks associated with operations under the Agreement in minimum amounts required by law or customary for that Party's business.

15. GRADPOINT PRODUCT. Customer may purchase licenses to a product known as GradPoint™ from CL. In such event, Customer is advised that the GradPoint product is owned by a CL Affiliate from which CL has obtained the right to resell the GradPoint product. Any purchase of licenses to the GradPoint product by Customer shall be subject to the applicable license agreement for the GradPoint product, a copy of which is available at http://www.connectionslearning.com/Libraries/Connections_Learning_PDFs/Gradpoint-LPA-01082013.pdf.

16. GENERAL PROVISIONS.

a. Independent Contractors. The Parties to the Agreement are independent contractors, and no agency, partnership, joint venture, franchise, or employee-employer relationship is intended or created by the Agreement and neither Party shall have a right to bind the other Party.

b. Successors or Assigns. The rights granted herein shall be non-transferable and non-assignable and the obligations may not be delegated by Customer except with the prior written consent of CL and any attempted transfer, assignment or delegation without the required consent shall be void. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

c. Complete Agreement; Modifications. The Agreement, together with these Terms and Conditions, constitutes the entire agreement among the Parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter hereof. The Agreement may not be amended or modified in any way, nor may noncompliance with its terms be waived, except pursuant to a written instrument signed by the affected Party.

d. Severability. If any provision of the Agreement, together with these Terms and Conditions, is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or

impairing the validity and enforceability of the remainder of the provision or the remaining provisions of the Agreement.

e. No Third Party Rights. The Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in the Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

f. Waiver. Any waiver by a Party of any default or breach hereunder shall not constitute a waiver of any provision of the Agreement or of any subsequent default or breach of the same or a different kind.

g. Venue and Applicable Law. The Agreement shall be governed by the laws of the State of Maryland, without regard to conflict of laws principles. Any legal actions prosecuted or instituted by any Party under the Agreement shall be brought in a court of competent jurisdiction located in Maryland and Customer hereby consents to the jurisdiction and venue of any such courts for such purposes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

h. Surviving Obligations. All accrued payment obligations under the Agreement, any remedies for breach of the Agreement, and the following Sections will survive any expiration or termination of the Agreement: Section 3.a. (Fees and Taxes), Section 4 (Audit), Section 6.e. (Obligations on Termination), Section 7 (Confidentiality), Section 8 (Intellectual Property), Section 9 (Representations and Warranties), Section 10 (Indemnification), Section 11 (Warranty Disclaimer), Section 12 (Limitation of Liability), Section 13 (Release) and Section 16 (General Provisions).

i. Force Majeure. If the performance of the Agreement, or any obligation under the Agreement, except the compliance with Intellectual Property rights of a Party, is prevented, restricted, interfered with or delayed by reason of any law, natural disaster, labor controversy, encumbered Intellectual Property right, government action or failure to act, war or any similar event beyond its reasonable control but shall not include change in law, government action or failure to act ("Force Majeure Event"), failure to perform shall not be deemed a breach of or default under the Agreement, and neither Party shall be liable to the other. Upon a Force Majeure Event, the non-performing Party will: (i) immediately notify the Party affected; (ii) take reasonable steps to resume performance as soon as possible; and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Customer or CL may elect to terminate the Agreement upon notice to the other Party.

j. Headings. All captions and headings in the Agreement or herein are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

k. Electronic Signatures. The Agreement and related documents (including these Terms and Conditions) may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of the Agreement and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of the Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of the Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

l. Publicity. Neither Party will issue any press releases or other public information about the existence of or specific details regarding the Agreement without the prior written consent of the other Party. However,

Customer agrees that CL may make reference to its business relationship with Customer in CL's marketing or sales materials.

m. Remedies. The Parties acknowledge and agree monetary damages may not be a sufficient remedy for a breach of Sections 2 (Grant of Rights and Restrictions), 7 (Confidentiality) or 8 (Intellectual Property) and that in the event of a breach or threatened breach of Sections 2, 7 and/or 8, the non-breaching Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court or administrative institution of competent jurisdiction. The Parties hereby waive the posting of a bond or other security in connection with any such action. Such remedy shall not be deemed to be the exclusive remedy for a breach of the Agreement, but shall be in addition to all other remedies available at law or in equity.

n. Attorneys' Fees. If, for any reason, a successful Party incurs costs of collection and/or attorneys' fees in otherwise enforcing the Agreement, the unsuccessful Party shall be responsible for and shall pay all attorneys' fees, costs of collection and all other expenses associated with such collection or enforcement efforts.

INDEX OF DEFINED TERMS

Definitions

"Academic Year" shall mean the school year as defined by the School Calendar under which Customer operates, not including any portion of the year allocated to "summer school" or any similar period, however designated.

"Acceptable Use Policy" means that certain policy governing the use of CL electronic resources, including software, hardware devices and network systems, the most current version of which can be found in <http://www.connectionslearning.com/connections-learning/terms/acceptable-use-policy.aspx>.

"Administrative Staff" means any and all individuals employed by or otherwise providing services for or on behalf of CL or Customer.

"Affiliate" means any entity controlling, controlled by or under common control with another entity. With respect to CL, Affiliates shall also include Pearson PLC and its Affiliates. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, registered capital, contract or otherwise.

"Agreement" shall mean these Terms and Conditions together with any Statement of Work, Educational Services Quote, or any other agreement or price quotation agreed to by the Parties to which these Terms and Conditions are attached and/or into which these Terms and Conditions are incorporated into by reference, together with any amendments, modifications, or renewals of such Statement of Work, Educational Services Quote, or other agreement or price quotation.

"Authorized Users" shall mean the Students, Caretakers, Learning Coaches, Teachers, Instructional Aides, Administrative Staff, and Mentors who are authorized to access the Platform, the Content and Courses pursuant to these Terms and Conditions and the related Agreement.

"Caretaker" shall mean a parent or legal guardian of the Student or another adult specifically designated by the Student's parent or legal guardian, or the Student where over the age of 18 or otherwise legally emancipated.

"Certified," when used with respect to Connections Teachers, shall mean that such teachers are certified in one of the fifty United States, but not necessarily certified in Customer's State.

"Confidential Information" shall mean proprietary business, technical and financial information of each of the Parties, including for example and without limitation, each Party's respective information concerning: (a) business strategy and operations such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing Party; (b) product development such as product designs and concepts; (c) financial information such as

budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (d) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data; (e) educational content, curricula, teaching outlines, lesson plans, testing processes and procedures; (f) Student Records and other Student-related or Caretaker-related personal information; (g) the terms of the Agreement; (h) login and password information for the Platform; (i) technical information such as development methods, computer software, research, inventions, the design and operation of the Platform; and (j) other similar non-public information that is furnished, disclosed or transmitted to the receiving Party or to which the receiving Party is otherwise given access by the disclosing Party, orally, in written form, in any type of storage medium, or otherwise. Confidential Information, in whatever form provided, shall remain the exclusive property of the disclosing Party at all times, and the Parties hereby acknowledge and agree that all such Confidential Information of a Party are its trade secrets. Except as specifically provided for herein, nothing contained in the Agreement or herein shall be construed as granting or conferring any rights in any Confidential Information disclosed to the receiving Party, by license or otherwise.

“Connections Teachers” (or “CL Teachers”) shall mean the persons employed by CL who are subject or elementary school credentialed (K through 5), as the case may be, and who virtually provide educational instruction to Students. Connections Teachers may also act as Instructional Aides.

“Connexus®” means the website or Learning Management System (also sometimes referred to as Education Management System) with the URL <http://www.connexus.com>, or such other URL as CL or its Affiliates may designate from time to time, through which Authorized Users access CL Content via a secure, password protected website. The features and functions of Connexus® may be modified and/or updated from time to time by CL.

“Content” means the components of a Course and/or SDR licensed, designed, developed, owned or provided by CL and its third party content partners and delivered in an online format through the Platform or in an offline format (textbooks and other materials) to teach Students in various subjects in grades K–12 and/or to deliver resources in connection with the Services. Content may include courseware, data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures, charts, and, in the case of Courses delivered via Connexus®, Teachlet® tutorials and LiveLesson® sessions. CL reserves the right to add Content, withdraw Content, modify and/or offer substitute Content, in its sole discretion.

“Course” means a program of instruction provided by CL, which includes Content accessed through a Platform and may include support from Connections Teachers and/or Instructional Aides, as specified in the applicable Agreement.

“Derivative Works” include any translation, editorial revision, annotation, elaboration, or other modification, correction, addition, enhancement, extension, condensation, upgrade, improvement, compilation, abridgement or other form in which the Content may be recast, transformed or adapted, including but not limited to all forms in which such Derivative Works may or may not infringe any of the copyrights in the Content.

“Educational Products and Services” shall mean the educational products and/or services to be provided by CL to Customer pursuant to the Agreement to which these Terms and Conditions are attached and/or into which these Terms and Conditions are incorporated by reference.

“Educational Services Quote” shall mean that certain document identified as an Educational Services Quote, provided by CL to Customer and accepted by Customer, setting forth certain Educational Products and Services being obtained by Customer from CL as well as such other business terms to which the Parties agree to be bound.

“FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 (g), as amended from time to time.

“iNaCA” means the International Connections Academy, an accredited online private school operated by Connections.

“Instructional Aides” means any and all individuals who are involved in supporting, facilitating or assisting in the provision of instruction, assessment and/or other Services to Students. Instructional Aides may include Tutors if CL is providing tutoring services under the applicable Agreement.

“Intellectual Property” means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide now or in the future, including but not limited to, moral rights and similar rights.

“Learning Coach” shall mean a Caretaker of the Student or another adult specifically designated by the Student’s Caretaker, or the Student where over the age of 18 or otherwise legally emancipated, who will be responsible for all of the non-instructional aspects of the Student’s virtual learning program that contribute to a Student’s success, including but not limited to monitoring Student attendance, monitoring Student progress, encouraging Students to complete assignments and turn in work, communicating with Caretakers in situations where the Learning Coach and Caretaker are not one and the same person, and notifying Teachers when Students are struggling or experience academic or personal issues that might inhibit academic achievement. Additionally, Learning Coaches may be responsible for receiving materials from CL and distributing them to their Students.

“Mentors” shall mean persons employed by Customer who shall be responsible for all of the non-instructional aspects of the Student’s virtual learning program that contribute to a Student’s success, including but not limited to monitoring Student attendance, monitoring Student progress, encouraging Students to complete assignments and turn in work, communicating with parents and notifying Connections Teachers when Students are struggling or experience academic or personal issues that might inhibit academic achievement. Additionally, Mentors shall be responsible for receiving materials from CL and distributing them to their Students.

“Platform” means the applicable learning management system, whether Connexus® or ROADS® (or both, if Customer is obtaining a license to both systems pursuant to the Agreement), that is used to deliver Content to Customer under the Agreement.

“Privacy Policy” means that certain statement of CL’s practices for handling personally identifiable and non-personally identifiable information gathered by CL through the Platform or any website maintained by CL from time to time. CL’s Privacy Policy is accessible from the log-in page of each Platform.

“ROADS®” means the learning management system accessible at the URL <https://roads.advancedacademics.com>, or such other URL as CL may designate from time to time, through which Authorized Users access CL Content via a secure, password protected website. The features and functions of ROADS® may be modified and/or updated from time to time by CL.

“School Calendar” shall be the days when any Services under this Agreement will be delivered to Students and Mentors, as agreed to by the Parties. CL will provide Services on those days established to be the School Calendar for the Academic Year. The School Calendar for each Academic Year shall be as approved by Customer and CL taking into account all reasonable comments and suggestion by CL and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

“School Handbook” shall mean the set of policies, rules and guidelines that are to be followed by Students, Instructional Aides and Mentors.

“SDR” means Service Delivery Resource and relates to any tools, instructions, assessments or other support materials used in the delivery of Services, either through the Platform or otherwise.

“Services” means any service provided by CL to Students, including therapeutic or educational services, under the terms of the Agreement between Customer and CL.

“Statement of Work” shall mean that certain document identified as a Statement of Work, executed by Customer and CL, setting forth certain Educational Products and Services being obtained by Customer from CL as well as such other business terms to which the Parties agree to be bound.

“Student” means any person who is enrolled in one or more Courses offered by CL under the terms of the Agreement.

“Student Records” shall mean those “educational records,” as defined in subsection (a)(4)(A) of FERPA (as defined above), which Customer or CL is required to retain in accordance with state law.

“Teacher” means a Connections Teacher or a Customer Teacher.

“Terms of Use” means certain rules governing how Authorized Users may and may not use the applicable Platform and any Content accessible through such Platform. The Terms of Use are accessible from the log-in page for the applicable Platform.

“Tutors” means individuals employed or contracted by CL to provide tutoring services with respect to one or more Courses. Tutors may or may not hold teaching credentials.

“Website” means the CL website with the URL <https://www.connectionslearning.com> and any subpages connected thereto.

EXHIBIT C
COURSE LIST, CURRICULUM PLAN, DISCLOSURES

The Florida Connections Academy Course List (found at http://www.connectionslearning.com/Libraries/Institutional_Marketing_Florida_FCA_Disclosure_Docs/Florida_Approved_Courses_k-12_For_Disclosures_021716_Accessible_Updated_032916.pdf) includes those courses that are currently approved in Florida; this list will be updated as additional courses are approved.

The Connections Education Curriculum Development and Revision Process (found at http://www.connectionslearning.com/Libraries/Institutional_Marketing_Florida_FCA_Disclosure_Docs/Curriculum_Development_Revision_and_Evaluation_Process_acc.pdf) provides an overview of how Connections Education creates its quality online curriculum.

Further information regarding CL's compliance with and disclosures regarding the Florida Virtual Instruction Program, is found at <http://www.connectionslearning.com/connections-learning/curriculum/state-partnerships/florida/disclosure.aspx>.

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**EXHIBIT A
PRICING AND INVOICING**

1. **Student Counts.** Preliminary survey data will be sent by CL to the Customer two (2) weeks prior to a Date Certain for survey periods 2 and 3, provided, however, that Customer acknowledges such data will not include student enrollments that have occurred within the two (2) weeks prior to the Date Certain. In such cases, a report showing only the changes will be sent to the District from CL within a reasonable amount of time not to exceed the 2 weeks prior to a Date Certain for survey periods 2 and 3.

2. **Invoicing.**

a. Invoices for Course Seats with Customer Teachers and Student Seats with Customer Teachers shall be submitted to Customer at the end of each semester by CL and will be created based on the following:

i. After the initial purchased seat counts for a given Academic Year have been established on the Initial Count Date, throughout the remainder of the Academic Year, CL shall provide the Customer with an updated count of the total number of Course Seats and/or Student Seats occupied by Students as of 11:59 p.m. on the 15th day of each month. If the number of seats occupied for any given seat type exceeds the number of seats already purchased for that seat type for the Academic Year, CL will invoice Customer for the additional occupied seats based on the pricing terms set forth herein. Once Customer pays for the additional purchased seats, Customer’s purchased seat count for that type of seat will be increased to include the additional seats purchased. No refund or credit shall be due to Customer in the event that the number of seats occupied for a given type of seat is less than the number of seats Customer has purchased for that type of seat for a given month. However, Customer still has the right to use its full allotment of purchased seats and may increase its utilization back to its full purchased seat count for each type of seat at any time later in the applicable Academic Year without incurring additional charges.

b. Invoices for Course Seats and Student Seats with CL Teachers will be created based on successful completion of students enrolled in the CL program, as documented by the survey data described above. Invoices shall be submitted to Customer at the end of each semester by CL.

c. Full payment of invoices submitted by CL to Customer shall be due by Customer no more than thirty (30) days from the Customer’s receipt of invoice. If full payment is not timely received, CL, in its sole discretion, may cease the provision of any or all products, services and licenses.

d. All Course Seats and/or Student Seats purchased within a given Academic Year expire at the end of the Academic Year.

e. CL reserves the right to charge to Customer and add to any invoice the costs of re-shipping materials to Customer or Customer’s Students due to (i) inaccurate Student data provided by Customer, or (ii) loss of materials by Customer or Customer’s Students.

3. **Pricing.** Customer’s pricing options are set forth in the following table:

Offering	Price per Semester
Student Seat with CL Teachers	\$1,875.00
Course Seat with CL Teachers	\$375.00
Student Seat with Customer Teachers	\$325.00

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This Online Educational Products and Services Order (this "Order"), dated as of 7/1/2018 (the "Order Effective Date"), is between School Board of Indian River County, 6500 57th St, Vero Beach, FL 32967 ("Customer") and K12 Florida LLC ("K12"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to both the Florida Attachment to The Online Educational Products and Services Order ("Attachment") attached hereto as Exhibit A and the K12 Online Educational Products and Services Agreement Terms (the "Terms") attached hereto as Exhibit B, on the date that this Order bears the signatures of both Customer and K12. Collectively, the Order, Attachment and Terms will constitute the entire agreement ("Agreement"). All capitalized terms will have the meanings assigned to those terms in the Agreement. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:
 Signature: Shawn R Frost Date: 6/26/18
 Name (Print): Shawn Frost Title: Chairman

Accepted by K12:
 Signature: Sean Ryan Date: 6/1/18
 Name (Print): Sean Ryan Title: SVP/GM

1. **Period:** 7/1/2018 through 6/30/2019 and is not eligible for a renewal period.
2. **Territory:** Students served by School Board of Indian River County, FL
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

(a) Florida VIP Program Products and Services Fees

Product	Product Description	Unit Price
K12 K-8 Online Course Enrollment License (Content, Hosting)	License for a single student in a K12 Standard K-8 year course. Includes content and hosting.	\$340.00
K12 K-8 Online Course Enrollment License (Content, Hosting, Instruction)	License for a single student in a K12 Standard K-8 year course. Includes content, hosting and instruction.	\$590.00
FTS Comprehensive 9-12 Student License (6 Courses, Instruction)	9-12 FTS Comprehensive Program with FuelEd teachers for 6 courses per student.	\$4,295.00
Student Desktop Computer	Desktop computers for students.	\$525.00
FTS Comprehensive K-8 Student License (6 Courses, Instruction)	K-8 FTS Comprehensive Program with FuelEd teachers for 6 courses per student.	\$4,295.00

(b) Standard (Non-VIP Program) Products and Services

Product	Product Description	Unit Price
Training: Webinar	Access to one online synchronous professional development session for up to 35 users in a district. *Some exceptions may apply due to program selected	\$750.00
MS Online Course Enrollment License (Content, Hosting)	License for a single student in a FuelEd Online Standard MS semester course (non-AP). Includes content and hosting.	\$50.00
MS Online Course Enrollment License (Content, Hosting, Instruction)	License for a single student in a FuelEd Online Standard MS semester course (non-AP). Includes content, hosting and instruction.	\$225.00
HS Online Course Enrollment License (Content, Hosting)	License for a single student in a FuelEd Online Standard HS semester course (non-AP). Includes content and hosting.	\$50.00
HS Online Course Enrollment License (Content, Hosting, Instruction)	License for a single student in a FuelEd Online Standard HS semester course (non-AP). Includes content, hosting and instruction.	\$225.00
AP Online Course Enrollment License (Content, Hosting)	License for a single student in a FuelEd Online AP semester course. Includes content and hosting.	\$50.00

AP Online Course Enrollment License (Content, Hosting, Instruction)	License for a single student in a FuelEd Online AP semester course. Includes content, hosting and instruction.	\$245.00
CR Online Course Enrollment License (Content, Hosting)	License for a single student in a FuelEd Online Credit Recovery semester course. Includes content and hosting.	\$50.00
CR Online Course Enrollment License (Content, Hosting, Instruction)	License for a single student in a FuelEd Online Credit Recovery semester course. Includes content, hosting and instruction.	\$225.00

4. Description of Educational Products.

FuelEd Full-Time Comprehensive Program: The FuelEd Full-Time Comprehensive Program includes three components: (1) Courses content with hosting service, (2) Materials (for K-8 courses), and (3) a suite of learning tools tailored to Client's needs. Instructional text or e-books, supplies and teaching tools (collectively, Materials) for K-8 students. Materials for Customers teachers and High School students are ordered separately. A complete list of required materials may be accessed at <http://www.getfueled.com/required-materials>. FuelEd will reclaim durable Materials by informing Customer and/or its students which Materials need to be returned and providing pre-paid return shipping labels. FuelEd Materials are intended solely for the use of the teachers and the students enrolled in FuelEd courses to whom FuelEd provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable Material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customer will provide FuelEd with reasonable assistance in obtaining durable Materials from students and their parents.

5. Description of Services.

Instructional Services: Customer will be provided licensed teachers for instruction to enrolled students for selected courses.

Hosting Solution: The set-up, configuration and hosting of the applicable courseware for the delivery of courses, solely for the provision of educational services to its students in the Territory enrolled in Customers educational programs.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms, unless otherwise specified on this Order. Customer shall be invoiced quarterly and all invoices shall be payable Net 30 days from Customers receipt of invoice. FuelEd provides a 28 day grace period for students who enroll in courses or use instructional services. If a student withdraws from such course within 28 days from when the student enrolls, Customer will be refunded 50% of the applicable course or instruction fees, but only if such withdrawal was received in writing by fax or email before the grace period ended.

FuelEd Full-time School Comprehensive Program: FuelEd will invoice Customer for the components of the program as follows: (a) courses and educational tools and services will be billed quarterly (in the months of September, December, March, and June) with invoices payable in accordance with the Terms; (b) materials will be invoiced upon shipment.

FuelEd Full-Time School Material Refund Policy: Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdraws occurring after 30 days. Fees will not be charged for a student for any month following notice to Fueled of the student's withdrawal from the course. No other refunds, credits or cancellations are allowed.

EXHIBIT A

**FLORIDA ATTACHMENT TO THE
ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER**

This Attachment is fully incorporated into the terms and conditions of the Online Educational Products and Services Order ("Order") to which it is attached and the K12 Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order. It modifies certain provisions found in the Order and Terms, as noted below. WHERE THERE IS A CONFLICT BETWEEN THE ORDER, THE TERMS, AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.

Note: This Attachment is only applicable to products and services ordered under the Florida Virtual Instruction Program.

Section 1: Florida VIP Program Requirements

The following Florida Virtual Instruction Program requirements noted in §1002.45 of the Florida Statutes shall be added to the K12 Online Educational Products and Services Agreement Terms (the "Terms").

a) Contract Requirements

Contracts between Florida school boards and an Approved Virtual Instruction Provider require certain provisions to be included (see, § 1002.45 (4) F. S.)

Requirement	Text	K12 Response	Statute Reference
Curriculum Plan	"Set forth a detailed curriculum plan that illustrates how students will be provided services and be measured for attainment of proficiency in the Next Generation Sunshine State Standards for each grade level and subject."	K12 has provided a detailed curriculum plan in compliance with this requirement in the K12 Florida LLC Disclosure Requirements attached hereto as Exhibit C . K12 agrees to implement this plan in accordance with the requirements of the Florida VIP program.	§ 1002.45 (4)(a) F. S.
Graduation Plan	"Provide a method for determining that a student has satisfied the requirements for graduation in s. 1002.3105(5), s. 1003.4281, or s. 1003.4282 if the contract is for the provision of a full-time virtual instruction program to students in grades 9 through 12."	K12 provides a percentage grade to the Customer and the customer can use these percentage grades within their own system. K12 does not assign letter grades. Customer's school board can use such information to determine if a student has met such requirements, in accordance with Florida law and Customer's School Board's policies.	§ 1002.45 (4)(b) F. S.
Conflict Resolution	"Specify a method for resolving conflicts among the parties."	DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the Executive Vice President of Operations for K12 and the Superintendent of the Customer or their respective designees. The laws of the State of Florida, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the State of Florida for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.	§ 1002.45 (4)(c) F. S.
Termination	"Specify authorized reasons for termination of the contract."	NOTICE OF NON-RENEWAL: The period of this Agreement is as specified in the Order ("Period"). TERMINATION FOR CAUSE: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this	§ 1002.45 (4)(d) F. S.

		<p>Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.</p> <p>TERMINATION DUE TO ANNUAL FEE INCREASE: K12 reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).</p> <p>TERMINATION WITHOUT CAUSE: The Customer may terminate this Agreement without cause upon 30 days written notice. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.</p>	
Financial Responsibility Upon Termination	"Require the approved provider to be responsible for all debts of the virtual instruction program if the contract is not renewed or is terminated."	K12 shall be responsible for all debts for the Customer's virtual instruction program that arise out of K12's performance of this contract if the contract is not renewed or is terminated. This does not excuse the Customer from paying any obligations incurred resulting from its obligations under this contract or from the payment of any debts incurred under this contract for termination, unless such termination is as provided for under the clause titled Termination for Cause.	§ 1002.45 (4)(e) F. S.
Compliance Requirement	"Require the approved provider to comply with all requirements of this section."	K12 represents and warrants that it shall comply with all statutory requirements of § 1002.45 F. S.	§ 1002.45 (4)(f) F. S.

b) Provider Requirements

Virtual Instruction Providers must meet certain requirements as provided under Section 2 of § 1002.45 F. S. K12 represents and warrants that it meets all such requirements as an Approved Provider under Florida law. These requirements follow below:

Requirement	Text	K12 Response	Statute Reference
Non-Sectarian	"Is nonsectarian in its programs, admission policies, employment practices, and operations"	K12 represents and warrants that it adheres to a non-sectarian policy can be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Nonsectarian-Policy-092915.pdf	§ 1002.45 (2)(a)(1) F. S.
Anti-Discrimination	"Complies with the antidiscrimination provisions of § 1000.05"	K12 represents and warrants that it complies with the antidiscrimination provisions found in § 1000.05 of the Florida Statutes. K12's anti-discrimination policy can be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Anti-Discrimination-Policy-092915.pdf	§ 1002.45 (2)(a)(2) F. S.
Florida Offices, Administrative Staff, and Teacher Background Checks	"Locates an administrative office or offices in this state, requires its administrative staff to be state residents, requires all instructional staff to be Florida-certified teachers under chapter 1012 and conducts background screenings for all employees or contracted personnel, as required by s.1012.32, using state and national criminal history records"	Administrative Offices – K12 has an office located at 9143 Phillips Hwy, Suite 590, Jacksonville, FL 32256 Administrative Staff – All K12 administrative staff located in its Florida office are Florida residents. Teachers – Customer will be provided the services of Florida-certified teachers, compliant with Chapter 1012. Additionally, teachers providing such services shall comply with all Florida and national background screening requirements. Additional information can be found here: http://www.k12.com/Florida-DOE.html	§ 1002.45 (2)(a)(3) F. S.
Teacher and Parent Responsibilities and Teacher to Student Parent Interactions Policies	Provides to parents and students specific information posted and accessible online that includes, but is not limited to, the following teacher-	K12 has detailed its Teacher and Parent Responsibilities and Teacher to Student Parent Interactions Policies here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Teacher-Parent-Responsibilities-and-Teacher-Student-Parent-Interactions-092915.pdf	§ 1002.45 (2)(a)(4)(a) – (e) F. S.

	<p>parent and teacher-student contact information for each course:</p> <p>a. How to contact the instructor via phone, e-mail, or online messaging tools.</p> <p>b. How to contact technical support via phone, e-mail, or online messaging tools.</p> <p>c. How to contact the administration office via phone, e-mail, or online messaging tools.</p> <p>d. Any requirement for regular contact with the instructor for the course and clear expectations for meeting the requirement.</p>		
Prior Experience	<p>"Possesses prior, successful experience offering online courses to elementary, middle, or high school students as demonstrated by quantified student learning gains in each subject area and grade level provided for consideration as an instructional program option. However, for a provider without sufficient prior, successful experience offering online courses, the department may conditionally approve the provider to offer courses measured pursuant to subparagraph (8)(a)2. Conditional approval shall be valid for 1 school year only and, based on the provider's experience in offering the courses, the department shall determine whether to grant approval to offer a virtual instruction program"</p>	<p>As one of the original companies to provide online K-12 education, K12 has over 15 years of providing online courses to elementary, middle, and high school students. Additional information about K12's experience in the online educational space can be found here: http://www.k12.com/Florida-DOE.html</p>	§ 1002.45 (2)(a)(5) F. S.
Accreditation	<p>"Is accredited by a regional accrediting association as defined by State Board of Education rule"</p>	<p>In 2015, the FuelEd Instructional Services Team received a five year accreditation renewal from AdvancED to 2020. The original accreditation was awarded in 2010. For additional information, please see the K12 Florida LLC Disclosure Requirements attached hereto as Exhibit C.</p>	§ 1002.45 (2)(a)(6) F. S.
Curriculum Quality	<p>"Ensures instructional and curricular quality through a detailed curriculum and student performance accountability plan that addresses every subject and grade level it intends to provide through contract with the school district, including:</p> <p>a. Courses and programs that meet the standards of the International Association for K-12 Online Learning and the Southern Regional Education Board.</p> <p>b. Instructional content and services that align with, and measure student attainment of, student proficiency in the Next Generation Sunshine State</p>	<p>K12 represents and warrants that it complies with these requirements. Additional details may be found here: http://www.k12.com/Florida-DOE.html</p>	§ 1002.45 (2)(a)(7) F. S.

	Standards. c. Mechanisms that determine and ensure that a student has satisfied requirements for grade level promotion and high school graduation with a standard diploma, as appropriate"		
Publication Requirements	"Publishes for the general public, in accordance with disclosure requirements adopted in rule by the State Board of Education, as part of its application as a provider and in all contracts negotiated pursuant to this section: a. Information and data about the curriculum of each full-time and part-time program. b. School policies and procedures. c. Certification status and physical location of all administrative and instructional personnel. d. Hours and times of availability of instructional personnel. e. Student-teacher ratios. f. Student completion and promotion rates. g. Student, educator, and school performance accountability outcomes"	K12 makes all information requiring disclosure available for public review. This information can be found in the K12 Florida LLC Disclosure Requirements attached hereto as Exhibit C .	§ 1002.45 (2)(a)(8) F. S.
Independent Audit	"Performs an annual financial audit of its accounts and records conducted by an independent certified public accountant which is in accordance with rules adopted by the Auditor." General, is conducted in compliance with generally accepted auditing standards, and includes a report on financial statements presented in accordance with generally accepted accounting principles."	K12's parent company, K12 Inc., is publically held and traded on the New York Stock Exchange. In accordance with applicable law governing public companies, an independent audit is performed annually. The results of K12 Inc.'s most recent audit, as well as all other required financial disclosures, can be found here: investors.k12.com	§1002.45 (2)(a)(10) F. S.

c) Virtual Instruction Program Requirements

Florida law requires that Approved Providers and Schools develop a virtual instruction program that meets certain requirements. K12 meets such requirements as discussed in detail below:

Requirement	Text	K12 Response	Statute Reference
Course Alignment	"Align virtual course curriculum and course content to the Sunshine State Standards under s.1003.41."	The curriculum K12 will use in the performance of its services as an Approved Provider is aligned to the Florida Sunshine State Standards. Additional details on K12 courses and curriculum can be found in the K12 Florida LLC Disclosure Requirements attached hereto as Exhibit C .	§1002.45 (3)(a) F. S.
Student Proficiency	"Offer instruction that is designed to enable a student to gain proficiency in each virtually delivered course of study."	K12's program is designed to enable a student to gain proficiency in each virtually delivered course of study. Additional details can be found in the K12 Florida LLC Disclosure Requirements attached hereto as Exhibit C .	§1002.45 (3)(b) F. S.
Instructional Materials	"Provide each student enrolled in the program	Each student will be provided with required course materials as further detailed in the Order above.	§1002.45 (3)(c) F. S.

	with all the necessary instructional materials."		
Materials for Students Qualifying for National School Lunch Act	"Provide each full-time student enrolled in the program who qualifies for free or reduced-price school lunches under the National School Lunch Act, or who is on the direct certification list, and who does not have a computer or Internet access in his or her home with: 1. All equipment necessary for participants in the virtual instruction program, including, but not limited to, a computer, computer monitor, and printer, if a printer is necessary to participate in the program; and 2. Access to or reimbursement for all Internet services necessary for online delivery of instruction."	The provision of free materials to full-time students enrolled in Customer's virtual instruction program is the duty of Customer School District. K12 has no visibility into students that would qualify for the National School Lunch Act. K12 is happy to provision to Customer any required materials at the prices in the above Order.	§1002.45 (3)(d) F. S.
No Tuition or Registration Fees	"Not require tuition or student registration fees."	K12 does not charge students enrolled in Customer's virtual instruction program any tuition or registration fees. It charges the fees disclosed in the above Order directly to the School Board.	§1002.45 (3)(e) F. S.

d) Student Participation Requirements

Florida law requires that students enrolled in a virtual instruction program meet certain participation requirements. K12 facilitates compliance with these requirements as discussed in detail below:

Requirement	Text	K12 Response	Statute Reference
Compulsory Attendance	"Comply with the compulsory attendance requirements of s. 1003.21. Student attendance must be verified by the school district."	K12's Attendance, Participation and Performance Policy details the process by which K12 will facilitate compliance with this requirement. Additional details may be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--%20K12-Florida-LLC-Attendance-Participation-and-Performance-Policies-and-Procedures-093015.pdf	§1002.45 (6)(a) F. S.
Assessment Location	"Take state assessment tests within the school district in which such student resides, which must provide the student with access to the district's testing facilities."	K12's State Testing Policies and Procedures detail the process by which K12 will facilitate compliance with this requirement. Additional details may be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-State-Testing-Policies-and-Procedures-092915.pdf	§1002.45 (6)(b) F. S.

Section 2: Florida VIP Payment Terms

- a) **FLORIDA PRICE AND PAYMENT:** The prices and billing terms for the products, services, and licenses will be as set forth in this Amendment. Invoices shall be submitted to Customer by K12 and full payment of such invoices shall be due by Customer no more than forty five (45) days from the date of an invoice. If full payment is not timely received, K12, in its sole discretion, may cease the provision of any or all products, services and licenses. Customer agrees to pay interest at one percent (1%) per month on any unpaid balance from 30 days after the due date in accordance with the Local Governmental Prompt Payment Act, Fla. St. Chapter 218. If Customer wishes to dispute any charge invoiced to Customer by K12 or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by K12 and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice.. K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).
- b) **WITHDRAWAL AND REFUND:** When a student withdraws from a K12 course, or do not otherwise complete a course (as determined by then-current Florida law), Customer shall be entitled to a pro rata refund or credit for the specific course from which student withdrew or did not complete. For full-time student enrollments, the amount refunded or credited shall be determined by dividing the amount charged for student's course enrollment by the total number of courses the student is taking to determine the "per course" cost.

Section 3: Florida Public Records

K12 agrees that it will:

- (a) Keep and maintain public records (as defined by Section 119.011(12) F.S.) that ordinarily and necessarily would be required by the Customer in order to perform the services herein.

- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. For the purposes of this contract, the Customer will forward to K12 such public records requests that it deems valid for non-privileged, non-confidential, non-exempt public records in K12's possession. K12 will evaluate the request and provide the Customer with such public records in accordance with applicable Florida 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 public agency all public records in possession of the contractor upon termination of the contract and, to the extent allowed by applicable law, 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 public agency in a format that is compatible with the information technology systems of the public agency.

EXHIBIT B

K12 Products and Services Agreement Terms

PERIOD: The period of this Agreement is as specified in the Order ("Period").

DESCRIPTION OF SERVICES: Customer will be provided with those products and services, including where applicable a limited, non-exclusive, nontransferable license, without sublicense rights, for access to K12 or its Affiliates online courses, curriculum, learning management system and applicable instructional tools and online services, for the Period and Renewal Period (if any).

PRICE AND PAYMENT: The prices and billing terms for the products, services, and licenses will be as set forth on the Order, except as set forth herein. Invoices shall be submitted to Customer by K12 or its Affiliates and full payment of such invoices shall be due by Customer no more than thirty (30) days from Customer's receipt of an invoice. Notwithstanding anything contained in this Agreement, if full payment is not timely received, K12, in its sole discretion, may cease the provision of any or all products, services, and licenses. Customer agrees to pay interest at one and one quarter percent (1.25%) per month on any unpaid balance from the due date. If Customer wishes to dispute any charge invoiced to Customer by K12 or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by K12 and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice. K12 reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).

TAXES: Customer represents that it is exempt from sales and use taxes imposed by the state and local governmental divisions in which it is located. Customer must provide K12 with Customer's exemption certificates or other proof of Customer tax-exempt status reasonably acceptable to K12.

TERMINATION: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.

INFORMATION REQUIREMENTS: Customer will provide K12 with all information reasonably required by K12 to provide the products, services, and licenses.

FERPA AND CONFIDENTIALITY: If Customer is a public entity receiving federal Title I funds, Customer represents that K12 is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period and Renewal Periods (if any) of this Agreement. K12 agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, K12 has a legitimate educational interest for purposes of Customer disclosing to K12 students' education records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law K12 or its affiliates may provide Customer with confidential information (as designated by K12) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.

ENGLISH LANGUAGE LEARNERS, SPECIAL EDUCATION, AND DISABILITIES: If Customer is a public entity receiving federal Title III and/or Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of English Language Learner education and special education. Although K12 or its Affiliates may provide products and services that may be used in furtherance of professional development programs and/or language instruction education programs for English Language Learners, Customer is responsible for the provision and/or implementation of any services of any nature as required by Title VI of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the English Language Acquisition, Language Enhancement, and Academic Achievement Act or any similar law, whether federal, state or local. The provision of special education, the creation, implementation or provision of Individualized Education Programs, the provision of reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act or any similar law, whether federal, state or local are not services provided under this Agreement. Notwithstanding the forgoing, during the Period and Renewal Period (if any) of this Agreement, K12 will discuss, formulate and make adjustments and accommodations in furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that K12 may do so without incurring direct or indirect costs.

PUBLICITY: During the Period and Renewal Period (if any) of this Agreement, Customer hereby agrees that K12 and its Affiliates shall have the right, but not the obligation, to list Customer as a customer in other materials promoting the Content. K12 will remove Customer's name from any such list within thirty (30) days after any termination of this Agreement.

AUDIT RIGHTS: This paragraph shall only be applicable if a Non-Hosted Solution is applicable to the order. Customer shall maintain books and records in connection with its use of the non-hosted courses for the Period of this Agreement and for at least three (3) years after the date this Agreement terminates or expires. K12 or its

representatives may audit the relevant books and records of Customer during the Period of this Agreement, and for three (3) years after the expiration of this Agreement to ensure compliance with this Agreement. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. Audits shall be conducted no more than once annually. If an audit reveals that Customer has underpaid fees due to K12 or its Affiliates, all such fees shall be paid immediately, together with interest at the rate of prime plus one percent (1%); and in the event such underpayment is in excess of five percent (5%) of the total owed to K12 or its Affiliates for any given audit period, then Customer shall, in addition, reimburse to K12 or its Affiliates the reasonable costs of conducting the audit. In connection with the license grants set forth in these Terms, (i) K12 or its Affiliates may monitor actual usage of the courses and (ii) at periodic intervals designated by K12 or its Affiliates in accordance with its then current practices, may request that Customer deliver to K12 or its Affiliates in writing a summary of the actual number of students that are currently enrolled and using the courses. Unless otherwise set forth in the applicable Order, all license Fees shall be payable in accordance with the number of students determined pursuant to the Reporting Process.

WARRANTY: K12 warrants that the services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND K12 MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, K12 MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE K12 WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. K12 OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. K12 DOES NOT WARRANT THAT USE THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

INTELLECTUAL PROPERTY: Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, Works) made available to Customer pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws and K12 (or its Affiliates or licensors) own all right, title and interest in and to the Works. Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of K12, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of K12's (or its Affiliates' or licensors') rights in the Works. Customer agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of K12 or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Customer acknowledges that in the event Customer breaches any provision contained in this paragraph, K12's interests will be irreparably injured, the full extent of K12's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. Customer agrees that K12 will be entitled to enforce this agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

INDEMNIFICATION AND LIMITATION OF LIABILITY: K12 agrees to defend, indemnify, and hold harmless Customer and its employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of K12 related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer and subject to the conditions precedent that a) Customer provide written notice to K12 within thirty (30) days of its receipt of the Claim and b) Customer permits K12 to assume the control and defense of the Claim with counsel selected by K12. IN NO EVENT SHALL K12'S LIABILITY TO CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HERewith EXCEED THE AMOUNT PAID BY CUSTOMER TO K12 HEREUNDER. IN NO EVENT SHALL K12 BE LIABLE TO CUSTOMER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER K12 IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PROPRIETARY RIGHTS INDEMNIFICATION: K12 agrees to indemnify and save the Customer, its agents, students and employees, harmless from liability of any nature or kind for use by the Customer, its agents, students and employees of any copyrighted or non-copyrighted materials, secret process, patented or unpatented inventions, articles or appliances, furnished by K12 or used in K12's performance of the contract for which K12 is not the patentee, assignee or licensee, provided that (1) such use results in a third party suit or claim alleging infringement (a "Claim"); (2) the Customer provides K12 with written notice of the Claim within thirty (30) days of receipt of the Claim and Customer permits K12 to assume the control and defense of the Claim with counsel selected by K12; and (3) the Customer provides reasonable cooperation and assistance to K12's defense of the Claim. If K12's software becomes or is likely to become the subject of an infringement claim, K12 may at its option and expense, either: (a) procure for the Customer the right to continue using such software; (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent or (c) require the return of the affected software, allow the Customer to return other software intended to operate with the affected software, and refund to the Customer the portion of the price attributable to the returned product, prorated in accordance with the unused portion of the term. Notwithstanding the foregoing, K12 shall have no liability to Customer if any such Claim thereof is based upon or arises out of: (i) the use of the products and/or services in combination with apparatus or devices not supplied or else approved by K12, or (ii) the use of the products and/or services in a manner for which the products and/or services were neither designated nor contemplated, or (iii) the claimed infringement in which Customer has any direct or indirect interest by license or otherwise, separate from that granted herein.

DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature.

The efforts shall be primarily between the President of K12 and the Superintendent of the Customer or their respective designees. The laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the Commonwealth of Virginia for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.

INSURANCE. K12 will, at its own expense, maintain commercial general liability insurance (including personal injury, advertising injury and contractual liability) with a minimum limit of liability of \$1,000,000 per occurrence and in the aggregate, professional liability insurance with a minimum limit of liability of \$500,000 per claim and in the aggregate, automobile insurance with a minimum limit of liability of \$1,000,000 combined single limit and workers' compensation insurance in the minimum amounts required by statute. All policies other than the workers' compensation policy shall name Customer as an Additional Insured. K12 shall, upon execution of this Agreement and upon request of Customer, send a certificate of insurance to show that the policies are in full force and effect and set forth the limits of liability. K12 shall not cancel the insurance policies nor cause them to be cancelled.

MISCELLANEOUS: a) A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance; b) If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding or declaration shall not in any way affect or impair the remaining provisions or the application to a different set of circumstances; c) Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party and any such assignments shall be void and of no effect, except that K12 may assign all of its rights and obligations under this Agreement to any person or entity that controls K12, is controlled by K12, or is under common control with K12 or to any successor in interest that acquires all or substantially all of the assets of K12; d) This Agreement does not create any legal or equitable rights on the part of any third party, as a third party beneficiary or otherwise; e) K12 is not a division or any part of Customer. Customer is not a division or any part of K12. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between K12 and Customer; f) Notwithstanding any other section of this Agreement, no party will be liable for any delay in performance or, except with respect to payment hereunder, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence; g) Customer and all users of licensed products shall comply with the terms and conditions of the Terms of Use pertaining to the use of courseware, web sites and learning management systems, as such terms are set forth therein; h) All representations, warranties and indemnities made in this Agreement will survive termination of this agreement; i) This Agreement and the documents to which it refers form the entire Agreement between the parties with respect to the subject matter herein. Customer may not rely on any other documents, proposals, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein; j) Fuel Education LLC will provide all services, licenses and materials under this Agreement either directly or in conjunction with its Affiliates. An "Affiliate" of Fuel Education LLC is an entity that controls, is controlled by, or under common control with, Fuel Education LLC and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise. Fuel Education LLC and its Affiliates shall be referred to collectively as K12; k) All written notices required by the terms of this Agreement will be sent to the Superintendent of the Customer at the address set forth above and to the General Counsel of K12 at 2300 Corporate Park Drive, Herndon, VA 20171 (and such addresses may be changed upon proper notice to such addressees). Notice may be given by either certified or registered mail, postage prepaid, return receipt requested, or reputable overnight carrier, postage prepaid and is deemed to have been given three days after mailing or, as to overnight delivery, on the date of personal delivery to the address stated thereon.

EXHIBIT C

K12 FLORIDA LLC DISCLOSURE REQUIREMENTS (Updated 2/27/2017)

Section 1002.45, Florida Statutes., requires the Provider to publish, for the general public, and as part of this application and any subsequent applications or contracts with school districts, the following information:

SOURCE OF ORIGIN OF CURRICULUM AND COURSE CONTENT

- Information and data about the curriculum of each fulltime and part-time program. Please include, at minimum, the source or origin of curriculum and course content, specific research and best practice used in design, the basis for and frequency of revisions, research related to effectiveness of curriculum, evidence that content and assessments are accurate, free of bias, and accessible for students with disabilities and limited English proficiency, and National Collegiate Athletic Association (NCAA) approval status for each applicable high school course offered.

K12 Florida LLC (“K12”), currently authorized by the Florida Department of Education to participate with school districts in the Virtual Instruction Program as well as to provide virtual instruction services to virtual charter schools, is a wholly owned subsidiary of K12 Inc., the largest provider of individualized online education programs primarily for students in Kindergarten through High School in the U.S. K12 Inc. was founded in 2000 to utilize advances in technology to provide children with access to a high-quality public school education regardless of their geographic location or socioeconomic background. In the 2015-2016 school year, K12 Inc. and its subsidiaries served full-time students in public schools we managed in thirty-three states and the District of Columbia. We also served public school districts and schools in all 50 states through our Institutional Sales business, Fuel Education, providing curriculum, technology solutions, teachers, professional development and other support services customized to school and/or district needs.

K12 Inc. has developed and acquired curriculum and online learning platforms that promote mastery of core concepts and skills for students of all abilities using the K12 Inc. suite of services and instructional curriculum and courseware which we will collectively refer to as “K12” in this document (currently including K12, Fuel Ed Online Courses, Anywhere Learning System, and Middlebury Interactive Languages). K12 Inc. provides a continuum of technology-based educational products and solutions to virtual charter schools, public school districts, public schools, private schools, and families as we strive to transform the educational experience into one that delivers individualized education on a highly scalable basis. As an innovator in K-12 online education, we believe we have attained distinctive core competencies that allow us to meet the varied needs of our school customers and students and have shown academic success and achievement in the schools we serve.

Curriculum and Course Content

K12 Inc.’s academic program combines online technology with traditional instruction and materials. Instructional time occurs during synchronous sessions where the student (or groups of students) and the teacher are online together as well as asynchronous sessions when the student is working more independently online or offline. During synchronous sessions, the teacher may provide direct instruction in Class Connect sessions through a web-based conferencing platform such as Blackboard Collaborate. Students will attend classroom sessions by logging in on Blackboard Collaborate, using chat, an interactive whiteboard, Voice-Over IP (VOIP), and other features to further explore and discuss lesson topics synchronously with teachers and fellow students. Class Connect sessions will be offered in accordance to the student’s Individualized Learning Plan (ILP). Student attendance requirements at Class Connect sessions will follow guidelines in the program handbooks and be based on individual student needs.

Students in grades Kindergarten through 12th grade receive the K12 course content, instruction, assignments, assessments, and supplemental materials online (Web-based lessons and assessments), as well as hands-on materials kits shipped directly to the student, including related books (textbooks, workbooks, reference books, and anthologies), DVDs, maps, and other hands-on activity materials (phonics kits, science experiments, art supplies, math manipulatives, musical instruments, etc.).

Elementary/Middle School Core Curriculum

From Kindergarten through 8th grade, K12 courses are categorized into seven major subject areas—language arts/English, math, science, history, art, music, and world languages—plus adaptive K–5 math courses and MARK12 adaptive reading remediation courses (see curriculum descriptions below). The proprietary elementary and middle school curriculum includes the courses that students need to complete their core kindergarten through eighth grade education, with more than 700 engaging lessons in each subject. These courses focus on developing fundamental skills and teaching the key knowledge building blocks or schemas that each student needs to master the major subject areas, meet state standards, and complete more advanced coursework. The curriculum is mastery-based, with assessments built into every lesson to ensure mastery and provide for remediation or enrichment where necessary.

Enhancements to the K12 K–8 curriculum include a variety of innovative games—from “xGerms Computational Fluency,” which features colorful germ characters and a fun laboratory theme, to “Spell-n-Stack,” an arcade-style spelling drill game. K12 has also launched mobile applications for the iPhone and iPod Touch, available as free downloads on iTunes. These apps include “K12 Money,” which lets students solve math problems using currency, and “K12 Timed Reading Practice,” which helps students calculate their reading pace in words per minute.

LANGUAGE ARTS/ENGLISH: K12 Language Arts/English helps students develop important reading and writing skills, while also inspiring a love of

literature. Combining phonics, literature, language skills, and spelling lessons, the Language Arts/English program emphasizes classic works, teaches writing as a process, and prepares students for standardized tests in the areas of language skills and reading comprehension. Younger children learn the basics of phonics and grammar and prepare for reading through systematic, multisensory activities, while older students develop literary analysis and comprehension skills by reading novels and nonfiction works. MARK12 Reading is a three-stage course for students reading two or more grades below grade level. The course gives students the opportunity to master missed concepts in a way that accelerates them through the remediation process.

MATH: K12's current elementary math program, known as Math Plus, represents a second generation of research and development into effective approaches in early mathematics teaching and learning. A high priority for elementary math instruction is to establish fluency in arithmetical computation, while deepening the ability to reason mathematically. To address that priority, the Math Plus program extends and improves upon the Math courses originally developed by K12 Inc. in the early 2000s.

K12 's math courses emphasize an active, multisensory approach to ensure students' understanding of the concrete realities that underlie mathematical concepts. Regular practice and review ensure mastery of basic skills. Online games and animations motivate students and help illustrate concepts, while challenge problems help develop critical thinking skills. These research-based courses focus on computational fluency, conceptual understanding, and problem solving. The engaging approach features colorful graphics and animation, learning tools, and games; adaptive activities that help struggling students master concepts and skills before moving on; and more support for Learning Coaches to support their children to succeed. From helping younger students make the link between the concrete and the abstract, to introducing older students to Algebra, K12 math provides a thorough mathematic grounding. Math Plus provides supplemental online activities, timed facts practice at repetitive intervals based on research findings for retention of information, regular lesson assessments, and backup adaptive lessons for students needing extra practice, and optional enrichment problems for students who enjoy an extra challenge.

SCIENCE: The program balances hands-on experiments with systematic study of scientific terms and concepts. Students perform many experiments to help them understand scientific principles, and receive guided instruction in important scientific concepts. Exploring life, earth, and physical sciences in each grade, K12 science nurtures curiosity, analytical skills, and an appreciation of how the world is shaped by ongoing scientific and technological advances. Students learn about the human body, plants and animals, rocks and minerals, stars, matter, motion, electricity, magnetism, and much more. Through hands-on experiments, the program helps students develop skills of observation and analysis, and learn how scientists understand the world. Students receive the hands-on science experiments in kits shipped directly to them.

HISTORY: With integrated topics in geography and civics, K12 history opens young minds and imaginations to far-off lands, distant times, and diverse cultures. K12 emphasizes the story in history—a story that includes not only great men and women but also everyday people. The kindergarten history program takes students on a world tour of the seven continents, and provides an overview of American History through a series of biographies of famous Americans. The history program in grades 1 through 4 tells the story of civilization from the Stone Age to the Space Age, while students in grades 5 and up explore major themes and topics in greater depth through survey courses in American and world history. Lessons for state-specific history requirements are embedded throughout each grade-level History course. As required in Florida, a civics education course is offered as preparation to pass the Florida Civics EOC Assessment to be eligible for promotion from middle school.

ART: Following the timelines in the History lessons, K12 art lessons introduce students to great works of art from different cultures and eras, while engaging them in creative activity—painting, drawing, sculpting, and weaving—using materials such as oil pastels, crayons, molding clay, plaster, and yarn. Students are introduced to the elements of art—line, shape, color—and identify different types of artworks, such as portrait, landscape, and still life, as they learn about important paintings, sculpture, and architecture. They study the works of famous artists from Rembrandt to Warhol, and learn about different artistic movements such as Impressionism and Cubism. Students also create their own works of art similar to those they have learned about, such as mobiles, collages, and stained glass.

MUSIC: K12 music teaches basic music concepts at different age-appropriate levels, so that all students have a consistent understanding of the essential concepts governing music. The curriculum builds quickly, in a structured, sensible way. The concepts in the lessons are critical to fostering music comprehension, which is taught in stages as students move through their years at K12 Florida LLC. Much more than simple music appreciation, this approach helps students train their own ears, voices, and bodies in the fundamental building blocks of music.

WORLD LANGUAGES: One of the few online language-learning program designed specifically for students in the lower elementary grade levels, the K12 offering in world languages, Middlebury Interactive Languages, gives students a choice of world language courses and helps students read, write, speak, and listen for meaning in the language they choose to study. Combining a variety of games, simple narratives, and regular writing and speaking challenges, the world language program highlights common vocabulary terms and phrases, introducing younger students to a wide range of grammar patterns, while helping older students master numerous grammar principles. Courses prepare students to generate language incorporating the vocabulary and patterns they have learned.

In addition, culture lessons challenge younger students to recognize different cultural manifestations, while older students analyze and compare practices and perspectives of various cultures. Courses thoroughly meet all national standards as set forth by the American Council on the Teaching of Foreign Languages (ACTFL), and follow state guidelines in covering level-appropriate standards in communication, cultures, linguistic and cultural comparisons, and cross-curricular connections and engaging with target-language speaking communities.

High School Curriculum

High school students are offered a broad selection of courses to meet all graduation requirements, as well as a diversity of electives designed both to help students earn their high school diploma and find their own path to post-high school success—whether that is in college or in the workforce. Math, English, science, and history courses are offered in a range of levels, including Advanced Placement® (AP®), remediation, and credit recovery courses, to meet the needs of diverse learners (see curriculum descriptions below). For instance, Fuel Ed foundation courses help keep students on task and moving forward utilizing a “chunked” methodology to increase retention, as well as pre-recorded audio, pre-teaching of vocabulary, and, if needed, ELL support. High school students can take up to four years of a world language (depending on the language), and have a variety of physical education and art course options to choose from to fulfill graduation requirements. In addition, a variety of electives are provided. Unlike other programs where a student must be in a particular academic path, K12 allows students to chart their own course, choosing from among the levels of courses to match their aptitude and goals. For example, a student who excels in math and science may take all honors/AP courses in those subjects, while choosing from among the Comprehensive English and history courses. The multiple course levels prevent students from being “locked in” to one level of a particular subject, and account for natural progress and growth.

Many K12 science courses include interactive vLabs (virtual labs). These highly engaging, online experiments enable students to demonstrate the scientific method, test a hypothesis, witness various outcomes, and examine sources of error. Science vLabs can be used to reinforce concepts learned in hands-on labs or, when appropriate, supplement or replace certain onsite labs.

Many K12 textbooks, reference guides, literature anthologies, and lab manuals are also offered as online books (eBooks), and are optimized for use with mobile devices. Plus, K12 has launched new mobile applications for the iPhone and iPod Touch, available as free downloads on iTunes. These apps include “K12 Algebra I Study and Review” and “K12 Periodic Table”, which students can use to reinforce course concepts.

AP® courses are college-level courses that follow curriculum frameworks specified by the College Board. These courses are designed to prepare students for success on AP Exams, providing students the opportunity to earn credit at many of the nation’s colleges and universities. In SY2015–16, K12 offered 16 Advanced Placement courses that have been authorized by the College Board, officially approved through its audit process in July 2015. K12 re-evaluates and expands the catalog of AP courses in accordance with changing College Board guidelines, in addition to student and school requests.

MATH: K12 high school math balances mastery of fundamental skills with critical thinking and problem solving. The program emphasizes an active, research-based approach to ensure that each student understands the mathematical concepts and also is able to master critical skills. Each course has both online and offline components. Online exploration, narration, and interactive activities help students develop and hone understanding of key concepts and skills. Online lessons also include worked examples that provide guidance and scaffolding to help students make connections between the concepts and the skills. Some worked examples are narrated by experienced teachers, while others provide students with the ability to interact with a structured, partially completed problem.

The textbooks provide reference information, more worked examples, and robust, well-sequenced problem sets so students can learn by practicing. Each lesson also includes resources that help teachers and mentors support students. Formative assessments come in the form of computer-scored quizzes. Summative assessments include computer-scored as well as teacher-graded components with robust rubrics.

Many courses are available in various levels including core, comprehensive, honors, and AP. The traditional pathway includes Algebra I, Algebra II, and Geometry, while the integrated pathway has Integrated Mathematics I, II, and III. Both pathways prepare students for K12 Pre-Calculus or Probability and Statistics.

ENGLISH: K12 high school English courses are designed to engage students in reading quality literature, writing in diverse genres, and communicating ideas in a variety of media. All core, comprehensive, and honors courses offer students the opportunity to read short stories, novels, dramas, poetry, and nonfiction from classic and contemporary authors. AP courses are also available. Students demonstrate their mastery of literal and inferential comprehension and then progress to more complex tasks of literary analysis and interpretation. K12 English courses focus on the craft of writing and the development of oral and written communication skills in standard (formal) English through structured lessons in composition, with opportunities for teachers to provide frequent feedback so that students may revise and refine their work. By engaging in systematic practice in vocabulary; grammar, usage, and mechanics; and reading comprehension, students hone critical skills which are frequently found in standardized assessments.

SCIENCE: K12 offers a complete high school curriculum in science. The curriculum includes courses in physical science, biology, earth science, chemistry, physics, and environmental science. Most of these courses are offered at core, comprehensive, and honors levels, allowing students to select the level of rigor in keeping with their level of science achievement. AP courses are also available. All K12 science courses are academically rigorous, meeting and exceeding national and state science standards, and provide valid, continuing assessment of student work.

K12 science courses provide hands-on exploration; courses have the option to use real materials to conduct scientific laboratory investigations. Options exist to take these courses using virtual laboratories (vLabs) that reflect actual laboratory experience in a virtual setting. Throughout the sweep of K12 science courses, students become familiar with and practice using science processes and scientific methods. They develop skills in areas such as questioning, hypothesizing, collecting and analyzing data, and forming scientific conclusions. Each K12 science course prepares students for college science courses, not only by providing solid, scientifically accurate content but also by developing laboratory awareness and skills, and by firmly anchoring students in scientific principles.

HISTORY: K12 history emphasizes the narrative of history—a narrative that includes great men and women as well as everyday people, and the

governments, arts, belief systems, and technologies they have developed over time. The high school history courses meet state and national standards for content and skills and are offered at levels appropriate to the student's needs. Courses in world history, modern world history, United States history, and modern United States history combine stunning textbooks published by K12 with interactive online lessons that guide students' reading, reinforce major concepts, allow students to practice the skills of the historian, and enrich student learning through virtual field trips, discussion boards, and a variety of research and skills activities. Online lessons also integrate topics in geography, civics, and economics into the study of history. Economics and U.S. Government courses that emphasize the study of the concepts and processes of the national and international economic systems. This content should include, but not limited to currency, banking, and monetary policy, the fundamental concepts relevant to the major economic systems, the global market and economy, major economic theories and economists, the role and influence of the government and fiscal policies, economic measurements, tools, and methodology, financial and investment markets, and the business cycle.

WORLD LANGUAGES: K12 offers a selection of world languages for high school students that meet the graduation requirements for the 24 Credit Standard High School Diploma (electives) and the Scholar Designation Diploma (Foreign Language), as well as the 18 Credit College Prep Diploma (Foreign Language).

SPECIFIC RESEARCH AND BEST PRACTICES USED IN COURSE DESIGN

K12's curriculum and instructional design is based on research in the following areas:

- How students learn;
- The structure of expert knowledge in school subject areas;
- General instructional design principles, including research-based e-learning methods; and
- Methods for teaching specific topics and addressing possible misconceptions on those topics.

To insure that we draw on methods shown by scientific research to be effective in improving learning, K12 Inc. has teams reviewing and synthesizing cognitive science research and working with course development teams to implement it. The Assessment and Research team, which is guided by PhD-level cognitive science researchers and statisticians, also conducts original research on new teaching methods and tools in addition to studies of the effectiveness of their curricula. In addition to the cognitive science research that goes into K12 curricula, they also conduct evaluations of the assessment materials that are used to measure student performance as they move through the courses. The alignment between the cognitive research, measurement, and instructional strategies are targeted to insure best practice and student accessibility to K12 curricula.

K12 Inc. has documented how our courses are aligned to Florida online courses including alignment to the Florida Standards (Mathematics Florida Standards (MAFS), Language Arts Florida Standards (LAFS), and Florida Next Generation Sunshine State Standards (NGSSS)); the Common Core State Standards (CCSS); and the Next Generation Science Standards (NGSS). The K12 curriculum is also aligned to K12 Inc.'s mission and philosophy to equip every student with the academic and nonacademic foundations needed for any postsecondary opportunity they wish to pursue by utilizing research-based technology applications, meaningful teacher/student/parent involvement, and engaging, individualized learning based on:

- Careful work built on educational research to identify the "Big Ideas" of a subject area as well as the concepts that are stumbling blocks for many students
- Clear layout of the objectives to be mastered in each lesson, unit, and semester, crafted from educational research, the best state and national standards, and deep content expertise
- Easy-to-navigate online content, including summaries and reviews, with more time and effort spent on the hardest, most important topics and skills
- Engaging, interactive, media-rich content to illustrate and explain the toughest concepts in ways no static page (print or Web) could ever match
- Beautiful, printed and other hands-on materials complementing the online courses (in most cases actually built for the online course) so that the images, phrases, and organization of these references clearly reinforce the key concepts, explanations, and work done throughout the course
- Terrific offline experiences with labs, books, and writing designed to give sufficient practice in key skills that students must master, as well as challenging problems and assignments to develop each student's ability to apply what they've learned in new circumstances
- Clear assessment tools to measure mastery of lesson objectives, using both online and off-line tasks to carefully probe mastery. For any given lesson, the curriculum development team at K12 creates and assembles different learning components to satisfy the diverse needs of students in multiple learning environments. The team strategically chooses the appropriate interactive activities, printed material, assessment, video, laboratory, essay assignment, or hands-on exercise to provide a well-coordinated and purposeful learning experience. The mosaic of these individual components forms a lesson; related lessons are collected into units, and units into courses. Ultimately, all of the lesson components work together to create a rich educational experience that is unlike any other.

The K12 curriculum utilizes every medium and opportunity to advance students' learning by using a comprehensive, diverse, and innovative selection of materials, including books, protractors, seeds, clay—virtually any object that can aid the teaching process. K12 materials are intrinsically tied to the curricula because they are selected by the same experts and developers who design, write, and build the courses.

BASIS FOR AND FREQUENCY OF REVISION

K12 Inc. reviews course content on a regular basis to update and enhance course content, materials, instructions and assessments. Every student

and teacher benefits from courses including assessments that take advantage of the newest standards, proven instructional methods and the latest technology. Regardless of the reason, K12 Inc. is committed to maintain up-to-date, standards-based, fully aligned courses. K12 Inc. has an in-house product development team that stays in touch with changes and quickly acts to keep courses current.

Each year our content development group prepares a development plan for new courses and course enhancements based on emerging needs, client feedback, and input from teaching staff. State and national standards are subject to review and change for any given year due to real world contexts.

User feedback is reviewed daily and minor changes, called "maintenance", are made throughout the year based on the feedback. Feedback is a crucial part of the course development process and maintenance of the course.

RESEARCH RELATED TO EFFECTIVENESS OF CURRICULUM

K12 Inc., using the K12 suite of services and instructional curriculum and courseware has shown academic success and achievement in the schools it serves across the country.

- In 2013, AdvancED, a nonprofit nationwide accreditation agency for schools and school systems, renewed its five year quality assurance accreditation of K12 Inc. AdvancED is the world's largest education community. AdvancED was created through a 2006 merger of the PreK-12 divisions of the North Central Association (NCA) and the Southern Association of Colleges and Schools (SACS)—and expanded through the 2011 acquisition of the Northwest Accreditation Commission (NWAC). K12 Inc. is the largest national K-12 virtual school provider to be recognized by AdvancED.

AdvancED conducts rigorous, on-site external reviews of PreK-12 schools and school systems to ensure that all learners realize their full potential. AdvancED Education Service Agency (ESA) Accreditation is a systems approach to improving learner performance results over time. This Accreditation recognizes that increasing student achievement is more than improving instruction. It is a result of how effectively all the parts of the corporation - the leadership, schools, and classrooms served - work together to meet the needs of learners.

To earn and maintain Accreditation, K12 Inc. must:

- Meet quality standards set forth by AdvancED.
- Engage in a continuous process of improvement.
- Demonstrate quality assurance through internal (Self-Study) and external review (Quality Assurance Review).

In 2015, the Fuel Ed Instructional Services Team received a five year accreditation renewal from AdvancED to 2020. The original accreditation was awarded in 2010.

In 2007, K12 Inc. managed public schools graduated their first cohort of just 12 students. Since that time, more than 15,000 students have earned a high school diploma including more than 6000 students who graduated in 2014 from online and blended schools using the K12 education program. Students graduating from K12 Inc. powered virtual schools have enrolled in hundreds of higher education institutions. They can be found attending selective universities, schools of liberal arts, culinary arts, business, fine arts, and top technology and fashion institutes, among others. Graduates are also going into careers—in the military, apprenticeship programs, on the job training, or directly into the workforce.

K12's Suite of Curriculum Content and Assessment

Assessments are aligned with the course objectives and are written first in the development process using the "backward design" approach. Test items are made up of a mix of basic knowledge, application of that knowledge in context, and analysis, synthesis, and evaluation questions. Assessments are age- and course-appropriate, as well as free from bias. Varied performance-based assignments are embedded throughout the courses. For assessments that are not computer-graded, scoring rubrics are provided for all required assignments or assessments. Extensive use of test pools and randomized test questions with a variety of cognitive levels build academic integrity in the assessments. Question pools and randomization also ensure that students taking the course at the same time are not being presented with the same exam. Semester examinations assess students' overall mastery of the content.

K12 content specialists are highly qualified and credentialed (information current as of February 2017):

Director of Mathematics: Kelly Engel
B.S., Colgate University, 2004
M.Ed., Boston College, 2005

Director of Science: Daniel H. Franck
B.A., Humboldt State University, 1969
Ph.D., University of California, Berkeley, 1973

Director of History/Social Studies: MaryLynne Filmon
B.A., University of Notre Dame
M.Ed., Vanderbilt University

Director of English Language Arts: Kristen Kinney
B.S., State University of New York, Geneseo, 1995

The Scope and Sequence for every course offered by K12 maps to appropriate state and national standards. In addition, K12 course developers maintain direct awareness of guidelines, recommendations, and best practices provided by the following national and international organizations.

- American Association for Applied Linguistics (AAAL)
- American Association for the Advancement of Science (AAAS)
- American Association of Teachers of French (AATF)
- American Association of Teachers of German (AATG)
- American Association of Teachers of Spanish and Portuguese (AATSP)
- American Classical League (ACL)
- American Council on the Teaching of Foreign Languages (ACTFL)
- American Diploma Project from Achieve.org (ADP/Achieve.org)
- American Philological Association (APA)
- Common Core State Standards (CCSS)
- Common European Framework of Reference for Languages (CEFR)
- Center for Civic Education
- Chinese Language Teachers' Association (CLTA)
- Council for Economic Education (CEE)
- International Dyslexia Association (IAD)
- International Language Roundtable (ILR)
- International Language Testing Association (ILTA)
- International Association for K-12 Online Learning (iNACOL)
- International Reading Association (IRA)
- Mid Continent Research for Education and Learning (McREL)
- National Art Education Association (NAEA)
- National Academy of Sciences (NAS)
- National Association for the Education of Young Children (NAEYC)
- National Geographic National Mathematics Advisory Panel Final Report 2008: Foundations for Success
- National Council for History Education (NCHE)
- National Center for History in the Schools (NCHS)
- National Council for the Social Studies (NCSS)
- National Council of Teachers of English (NCTE)
- National Council of Teachers of Mathematics (NCTM)
- National Educational Technology Standards from the International Society for Technology in Education (NETS/ISTE)
- National Institute of Child Health and Human Development (NICHD)
- National Reading Panel (NRP)
- National Research Council (NRC)
- National Science Teachers Association (NSTA)
- Next Generation Science Standards (NGSS)
- Partnership for 21st Century Learning (P21)
- Partnership for Assessment of Readiness for College and Careers (PARCC)
- President's Council on Physical Fitness and Sports and The President's Challenge
- Society of Health and Physical Educators (SHAPE)

EVIDENCE THAT CONTENT IS FREE OF BIAS AND ACCESSIBLE FOR STUDENTS WITH DISABILITIES AND LIMITED ENGLISH PROFICIENCY

Bias is prevented in both content and assessments by rigorous training of Content Specialists, Writers, Instructional Designers, Visual Designers, and Editors. The K12 Inc. Style Guidelines devote a section to how to guard against demographic, geographic, political, racial and intellectual bias. Here is our policy statement on the issue:

Multiculturalism and the K12 Curriculum within the American and Global Contexts

The motto on the Great Seal of the United States—*E pluribus unum* (“out of many, one”)—affirms the bold ambition of our country to forge a unified nation out of a wide diversity of backgrounds and beliefs. At K12 Inc., we believe that students should understand and value both the pluribus and the unum—that they should learn about both the cultural diversity that distinguishes our nation and the common inheritance that unites us as Americans.

The vision for K12 Inc. announced in 2007 placed that unifying American inheritance, which remains at the core of our curriculum, within a more global context

Our Vision: To provide any child access to exceptional and meaningful curriculum and tools that enables him or her to maximize his or her success in

life regardless of geographic, financial, or demographic circumstance. The ideals of the italicized words were realized in 2008 through the creation of the K12 Inc. International Academy, now serving students around the world.

To help our students grasp the common American inheritance within its global context, K12 Inc. is committed to developing a curriculum that is multicultural, pluralistic, and inclusive—a curriculum that seeks to weave many and diverse strands into the educational tapestry. Through this curriculum, we seek not only to educate students who are academically well prepared but also to develop students who

- Understand the characteristics and contributions of American culture and cultures throughout the world.
- Understand that societies reflect contributions from many cultures.
- Develop attitudes of mutual acceptance and respect for others, regardless of heritage, background, gender, disability, or social status.

To achieve these goals, we feel it is important to broaden students' knowledge of the world beyond themselves; reach beyond the particularities of their immediate situation and singular heritage; and open their mind and imagination to a diverse range of people, cultures, ideas, and achievements. Mutual respect and understanding begin when one can transcend provincial limitations and see oneself as part of both an interdependent global community and a larger historical process.

Accessibility for Students with Disabilities and Limited English Proficiency

Since 2001, K12 Inc. has served students with disabilities. In the SY2015-2016 about 13.7% of students attending K12 Inc. virtual academies which are responsible for providing special education services are students with exceptionalities, including students with specific learning disabilities, speech/language or other health impaired, Autism, emotionally disturbed, cognitive disability, orthopedically impaired, multiple disabilities, hearing impaired, visually impaired, and traumatic brain injury. Students with disabilities are served in accordance with federal and state regulations including Section 504 of the Rehabilitation Act of 1973 (and amendments thereto, at 29 USC Section 794 et seq. and its implementing regulations at 34 CFR Section 104), and the Individuals with Disabilities Educational Act ("IDEA" at 10 USC Section 14010 et seq. and its implementing regulations at 34 CFR section 300). A free and appropriate education is provided to such students in accordance with their Individualized Education Programs (IEPs), as required by the IDEA, and 504 plans as required by Section 504 of the Rehabilitation Act and the most recent, Americans with Disabilities Amendment Act (ADAA).

To meet the needs of exceptional learners, our K12 virtual education courses are accessible, meaning exceptional learners can physically access the information and learning resources as effectively as students not identified as exceptional. Our courses are also supportive, meaning the exceptional learner finds support built into the course design, materials, and learning activities that minimize the negative impact of the student's learning weaknesses and maximize the use of their learning strengths. Students enrolled in virtual charter schools and district virtual instruction programs served by K12 Florida LLC ("K12") are provided with accessibility to all coursework in accordance with their Individualized Education Programs (IEPs) through resources (from K12 and/or the school district, as applicable) tailored to each student's individual abilities and needs, including assistive technologies and individualized support.

K12 curriculum provides students with:

- *Multiple means of representation so that learners have various options for acquiring information*
- *Multiple means of expression so that learners have alternative ways to show that learning has occurred*
- *Multiple means of engagement to increase motivation and tap into students' interests*

Multiple Means of Representation

- *Content presented in video, audio, slide show and other*
- *Reading materials at multiple difficulty levels*
- *Reading materials with supportive resources*
- *Presentations at variable complexity levels*
- *Graphic representations such as concept maps and graphic organizers*
- *Illustrative representations such as diagrams and simulations*

Multiple Means of Expression

- *Alternative forms of text input and other augmentative communication tools*
- *Media-based assignments: drawings, maps, diagrams, videos, slideshows, web pages*
- *Reduced text assignments: outlines, concept maps, tables, graphs, hands-on activities*
- *Supportive tools: spelling and grammar checkers, drawing programs, outliners*
- *Social networking options: online chat, instant messaging*
- *Shared writing and peer editing*

Multiple Means of Engagement

- *Role-playing*
- *Online chat*
- *Threaded discussions*
- *Brainstorming activities*
- *Team inquiry projects*

- *Online experiments*

Web-based content in K12 courses are made accessible to students with disabilities by incorporating:

- Digital books, text-to-speech software, large print text, graphic images, or manipulatives
- Response accommodations such as a word processor with voice recognition, graphic organizers, or the use of a dictionary or thesaurus.
- Technologies such as screen reader software, screen magnifiers, word prediction software, audio books or other more traditional technologies and supports.
- Scheduling accommodations such as extended due dates, shorter periods of work time, or assignments presented in small chunks (Beech, 2012)

Accessibility for Students with Limited English Proficiency

The K12 courseware lends itself to providing age- and grade- appropriate content for English Language Learners. ELL students will receive comprehensive instruction for the core curriculum to ensure progress that is comparable to that of native English speakers.

The flexibility of the curriculum allows sheltered instruction and mainstream/inclusion delivery models to be integrated so that ELL students are provided with equal access to the same scope and sequence as the instruction provided to the non-ELL students at the same grade levels, while providing specific accommodations.

In the sheltered instructional model, students are “sheltered” in the sense that they do not compete with fluent speakers of English. Teachers adjust the level of instruction to ensure that students understand the grade level curriculum. This type of instruction enables ELLs to become proficient in English and facilitates the acquisition of academic language necessary to succeed in content area classrooms. In the mainstream inclusion model, ELL students receive instruction with ESOL strategies during the synchronous sessions with non-ELL students.

The curriculum will enable students in the ESOL program to meet the same curriculum standards as non-ELL students in English/Language Arts and content area instruction. A program of ESOL instruction will be implemented according to the student's individual needs based on their ILP and ELL plan, and will be delivered by teachers with appropriate certification and/or endorsement. Instruction will be designed to develop the student's mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible. In addition to providing ESOL instruction, virtual charter schools and district virtual instruction programs served by K12 will also ensure that teachers are implementing ESOL strategies in mathematics, science, social studies, and other courses on the student's schedule following state guidelines.

In addition to the core curriculum, general ESOL instructional strategies will:

- Provide a learning environment that provides a sense of comfort
- Establish a daily routine for the student
- Use as many of the senses as possible to present information to students
- Provide ESOL students guidelines for written work
- Provide alternative instruction when appropriate
- Arrange small discussion and talking activities that permit students to practice verbal skills
- Utilize oral techniques
- Utilize graphic organizers such as webbing and semantic maps
- Modify lesson objectives according to the language level of the ELL student
- Use manipulatives to help students visualize the math concepts
- Allow students to use computational aids such as number lines, abacus, counters and computation charts
- Teach math concepts and computation procedures through games and kinesthetic activities
- Give practice in reading word problems by identifying the key words to determine the operation needed to solve the problem
- Utilize the cooperative learning approach in which the student is given the opportunity for peer instructions

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION (NCAA) COURSE APPROVAL

Since its inception, K12 Inc. has been committed to creating thoroughly researched, high quality curriculum that is aligned to state and national standards. The National Collegiate Athletic Association (NCAA) has traditionally found K12 courses as meeting the requirements for establishing the initial-eligibility certification status for high school student-athletes wishing to compete in college. Course eligibility is dependent on each school's delivery model based on their compliance with NCAA non-traditional legislation by applying as a Non-traditional Program. Additional information can be found at:

http://fs.ncaa.org/Docs/eligibility_center/OVN/New_School_Review_Tutorial.pdf

POLICIES AND PROCEDURES

We have provided 8 documents that collectively address the requested policies and procedures for district virtual instruction programs (including the Florida Learning Coach Success Guide). It is important to note that there are also varying individual district policies and procedures related to the list of topics to be addressed in this question that K12 must conform to for district virtual instruction programs we serve. Often times we are asked to follow

the district's policy regarding enrollment process, etc. and the district informs us as to how and what to communicate to students and families for items such as state testing, student handbook, etc. Information about those unique district policies and procedures can be found on K12's *All Participating Schools in Florida* website <http://www.k12.com/participating-schools.html?state=florida>

One policy/procedures handbook could not address the separate and myriad district policies and procedures that we actually operate under. Policies and procedures related to the following topics for K12 provides virtual instruction services to (non-sectarian, anti-discrimination, teacher responsibilities, parental responsibilities, teacher-student interaction, teacher-parent interaction, academic integrity, student eligibility, state assessment requirements, attendance and participation requirements) can be found by clicking on the link on the disclosure website <http://www.k12.com/Florida-DOE.html> which will take visitors to the K12 Virtual Instruction Provider Information and the following documents and others:

- [Academic Integrity Policies and Parental Supervision](#)
- [Anti-Discrimination Policy](#)
- [Attendance Participation and Performance Policy](#)
- [Nonsectarian Policy](#)
- [State Testing Policies and Procedures](#)
- [Student Admission and Enrollment Eligibility and Requirements](#)
- [Teacher and Parent Responsibilities and Teacher to Student and Parent Interactions](#)
- [Florida Learning Coach Success Guide](#)

CERTIFICATION STATUS AND PHYSICAL LOCATION OF STAFF

The certification status and physical location (state of residence) of all administrative and instructional personnel employed in district virtual instruction programs served by K12 at the time of this application are found on the disclosure website www.k12.com in the document "Fuel Ed Instructional and Administrative Staff List".

HOURS AND AVAILABILITY OF INSTRUCTIONAL PERSONNEL

Individual teachers are available during the traditional school day and will set appointments to meet with parents and/or students outside of the traditional day when necessary. From Monday – Friday, teachers are expected to respond to communications within 24 hours and grade assignments within 72 hours. Customer Support specialists are available Monday – Friday 8:00 AM – Midnight ET and Saturday – Sunday Noon – 8:00 PM ET.

AVERAGE STUDENT TEACHER RATIOS AND TEACHER LOADS

K12 takes into account the needs of the individual students, families, schools, and teachers in assigning teacher loads. An average teacher load for elementary grades K-3 full-time core courses is 65; grades K-3 part-time core courses (0.5 teacher) is 35; average teacher load for K-3 full time electives is 250, and K-3 part time (.5) electives is 125. For the grade level band of 4-8 the average teacher load is calculated taking into consideration the 4-5th grade average teacher load and the 6-8th grade average teacher load. The grades 4-5 average teacher load mirrors the grades K-3 average teacher load, and the grades 6-8 average teacher load mirrors the grades 9-12 average teacher load. As such, the average teacher load for grades 4-8 full-time core courses is 132; grades 4-8 part-time core courses (0.5 teacher) is 67; average teacher load for grades 4-8 full time electives load is 250, and grades 4-8 part time (.5) electives is 125. An average teacher load for grades 9-12 full-time core courses is 200; grades 9-12 part-time core courses (0.5 teacher) is 100 ; average grades 9-12 full time electives load is 250, and grades 9-12 part time (.5) electives is 125.

Students in the online environment are not divided up into class periods, and as such student-teacher ratios in this environment are complex to calculate. Teachers most often work with students in a 1:1 ratio to review course content, provide individualized feedback or deliver instructional support. Teachers may also work in small groups with students in a 5:1 or 10:1 or 25:1 setting for support or direct instruction. Other interactions or class meetings can be up to 200:1 if the full class is invited to a synchronous session. The student teacher ratio is fluid based on the nature of the student-teacher interaction. Using the average teacher loads, and considering a typical brick and mortar school day of 6 periods for grades 6-12 and electives (with grades K-3 not divided into class periods), the average student-teacher ratios can be calculated as follows: grades K-3 full time core courses 65:1; grades K-3 part time core courses 35:1; grades K-3 grades full time electives 42:1; grades K-3 part time electives 21:1; grades 4-8 full time core 22:1; grades 4-8 part time core 11:1; grades 4-8 full time electives 42:1; grades 4-8 part time electives 21:1; grades 9-12 full time core 33:1; grades 9-12 part time core 17:1; grades 9-12 full time electives 42:1; and grades 9-12 part time electives 21:1.

STUDENT COMPLETIONS AND PROMOTIONS

Completion and Promotion in District Virtual Instruction Programs

District virtual instruction programs served by K12 had a completion rate of 94.67% for the 2012-2013 school year, 94.26% for the 2013–2014 school year, and 95.93% for the 2014-2015 school year. Completion rates include all students who were enrolled for more than 14 calendar days in a course.

In the grades K-8 district virtual instruction programs, student completion rates are the same as the successful completion rates and student promotion rates. However, in high school a student is not necessarily retained due to a failed course, but will be considered a successful completer for only courses they pass. For example, if they passed Algebra in semester one, but not in semester 2, the student would be considered a successful completer for only semester 1 of Algebra.

Percent of Subgroup Completions and Promotions by School Year

	% of Completions/ Promotions in SY13 -14	% of Completions/ Promotions in SY14 - 15	% of Completions/ Promotions in SY15 -16
English Language Learner	94 %	94%	87%
Free and Reduced Price Lunch	95%	92%	91%
Special Education	88%	90%	91%
504 Plan	93%	94%	75%
ESL Program	94%	94%	100%
Gifted or Talented	94%	95%	100%

School Year 2013 – 2014 Completions and Promotions for Ethnic Subgroups

Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/ Promotion Rate
African-American or Black	63	66	95%
American Indian or Alaska Native	11	11	100%
Asian or Pacific Islander	11	13	84%
Hispanic or Latino	87	98	88%
Multi-racial	64	67	95%
Other/Undefined/Declined to State	91	98	92%
White or Caucasian	461	483	95%
Overall Completions/Promotions	788	836	94%

School Year 2014 – 2015 Completions and Promotions for Ethnic Subgroups

Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/ Promotion Rate
African-American or Black	70	76	92%
American Indian or Alaska Native	4	4	100%
Asian or Pacific Islander	14	14	100%
Hispanic or Latino	94	97	96%
Multi-racial	28	28	100%
Other/Undefined/Declined to State	43	43	100%
White or Caucasian	336	352	95%
Overall Completions/Promotions	589	614	95%

School Year 2015 – 2016 Completions and Promotions for Ethnic Subgroups

Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/ Promotion Rate
African-American or Black	131	142	92%
American Indian or Alaska Native	3	6	50%
Asian or Pacific Islander	24	25	96%
Hispanic or Latino	195	200	98%
Multi-racial	12	14	86%
Other/Undefined/Declined to State	117	131	89%
White or Caucasian	481	526	91%
Overall Completions/Promotions	963	1044	92%

SCHOOL PERFORMANCE ACCOUNTABILITY OUTCOMES

District Virtual Instruction Programs

For the district virtual instruction programs served by K12 Florida LLC ("K12"), K12 does not have access to FCAT 2.0 scores or to demographic information about the students who participate in K12 courses outside of a Florida Virtual Academy

TEACHER EVALUATIONS

At least 30% of the performance objectives weight in K12 teacher evaluations is based on student performance.

The average percent of K12 teachers in previous years with effective or highly effective evaluations is 80%.

SCHOOL GRADES

Under the highly successful instructional model of Florida Virtual Academy which operated as a pilot program under the Florida Department of Education from 2003 to 2008, K12 Florida LLC ("K12") was hired by the Florida Department of Education to use its instructional, management, and operational models as well as its curriculum and systems to design and launch the program. In 2005, the first year K12 earned a school grade as Florida Virtual Academy, the school celebrated a "B" with 400 points—just 10 points from earning an "A." From school year 2006-2007 (with the addition of the Science Proficiency and Math Lowest 25% Learning Gains components) to school year 2008-2009, the Florida Virtual Academy earned an "A". In 2009- 2010, the first year of the District Virtual Instruction Programs powered by K12, we celebrated an "A", with 89% of the students tested demonstrating high standards in reading. In the 2010-2011 school year, K12 earned a "B", which was appealed due to missing scores. In 2011-2012, K12 earned a "C" which K12 appealed based on questions of accuracy of the data used to determine the grade. FLDOE acknowledged the issues raised about the data in their vendor grade appeal response. In the 2012-2013 school year, FLDOE brought about many changes to the State's grading system including a writing proficiency increase from 3.0 to 3.5 and increased student performance expectations for FCAT 2.0 Reading and Mathematics. Like most schools in Florida, K12's school grade dropped to a "D" which was subsequently corrected in 2013-2014 in which K12 earned a "C". In 2014-2015, Senate Bill 1642 was passed, refocusing the school grading formula on student success measures which delivered multiple changes in the FL Accountability System. The state also released the new testing platform. Although these changes yielded a no fault year, K12 earned a school grade of "C". In 2015-2016, the school grade for K12 increased to a "B". K12 continues to be a "qualified" VIP Provider based on the most recent Florida school grades release and Section 1002.45(8), F.S.

DROPOUT AND GRADUATION RATES

Dropout Rates

District Virtual Instruction Programs

K12 continues to work with our district partners as part of the District Virtual Instruction Programs to collect and track student data. Dropout rates are not currently tracked by K12. As the provider of the Virtual Instruction Program, access to this information is not available.

Graduation Rates

District Virtual Instruction Programs

K12 continues to work with our district partners as part of the district virtual instruction programs to collect and track student data. The data below indicates the graduation rates based on full time students enrolled in the district virtual instruction program, where K12 received confirmation from the district that students graduated at the end of the school year.

- SY 2012-2013 61% Graduation rate
- SY 2013-2014 95% Graduation rate
- SY 2014-2015 81% Graduation rate
- SY 2015-2016 96% Graduation rate

DISCLOSURE WEBSITE

Provide the link(s) to where this required disclosure information is prominently displayed on your website and the information is up to date:

<http://www.k12.com/florida-DOE.html>



Florida Virtual School Franchise Agreement

FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT

THIS FLORIDA VIRTUALSCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT ("Agreement") made and entered into this 1st day of July, 2018, by and between the Board of Trustees of the Florida Virtual School (hereinafter referred to as "FLVS"), having its principal office at 2145 Metrocenter Boulevard, Orlando, Florida, 32835 and The School Board of Indian River County, (hereinafter referred to as "Customer"), having its principal place of business at 6500 57th Street, Vero Beach, FL 32967, provides as follows:

WHEREAS, the State of Florida established FLVS for among other reasons, the purpose of developing and delivering distance learning education to the K-12 students of the State of Florida, and;

WHEREAS, Customer is a public-school district within the State of Florida desirous of utilizing the products and/or services of FLVS, and;

WHEREAS, Florida Statute 1002.37(2)(i) authorizes FLVS to enter in to franchise agreements with Florida schooldistricts;

NOW THEREFORE, for and in consideration of the mutual promises hereinafter exchanged and received by the parties, FLVS and Customer agree as follows:

1. FLVS hereby issues this franchise pursuant to the terms and conditions contained herein and contained in the FLVS Franchise Agreement TERMS AND CONDITIONS, which is attached hereto and incorporated herein. This Franchise Agreement shall include the following documents which are attached hereto and incorporated herein by reference: (1) FLVS Franchise Agreement Terms and Conditions; 2) Appendix A Components; 3) Appendix B Licensed Materials Terms and Conditions; 4) Appendix C Teacher Guidelines; 5) Appendix D Steps for Enforcement; and 6) Appendix E Florida Virtual School Franchise Branding and Media Policy.

2. Customer hereby agrees to accept said Franchise Agreement for:

- a) X three (3) academic school year terms, July 1, 2018 through June 30, 2021
- b) _____ one (1) academic school year term, July 1, 2018 through June 30, 2019

In accepting the franchise agreement Customer does hereby agree to be bound by and comply with all terms and conditions contained herein.



Florida Virtual School Franchise Agreement

3. Customer shall pay to FLVS the franchise fees described in Appendix A. The franchise fee shall be due and paid as provided for in Appendix A, pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS's invoice. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The School Board shall incur no obligation for payment until issuance of a Purchase Order to FLVS. Failure to pay the franchise fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.

All overdue (90-plus days) accounts are subject to the late fees set forth in the Local Government Prompt Payment Act, ss. 218.70-218.80, Florida Statutes, and may be denied access to FLVS content in the discretion of FLVS. This franchise agreement will be suspended until payment is received by FLVS.

4. The term shall be effective on the effective date of July 1, 2018, for a period of three (3) years or one (1) year; whichever option is chosen and shall terminate in accordance with this article.

Either party may by notice in writing terminate this agreement if (i) the other party breaches or fails to observe or perform any of its obligations set forth out in this agreement, including failure to pay franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefits of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws or if proceedings for the appointment of a trustee, custodian, receiver or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) without cause upon ninety (90) days' written notice by FLVS or Customer to the other party of its termination of the agreement.

5. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

6. There is no third-party beneficiaries created or entitled by this agreement and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision hereof.

7. This agreement and the FLVS Franchise Agreement TERMS AND CONDITIONS represent the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.



**Florida Virtual School
Franchise Agreement**

[Signature Page to Follow]

FLORIDA VIRTUAL SCHOOL

**THE SCHOOL BOARD OF INDIAN
RIVER COUNTY**

Jodi Marshall
Signature

Signature

Dr. Jodi C. Marshall
Name

Shawn Frost
Name

President and CEO
Title

Chairman
Title

5/14/18
Date

Date

[Signature]
FLVS General Counsel



**FLVS Franchise Agreement
TERMS AND CONDITIONS**

ARTICLE 1 – INTERPRETATION

1.1 DEFINITIONS

In this Agreement and in Appendix A, B, C, D, and E, the following terms shall have the respective meanings ascribed to them as follows:

- a) **“Affiliate”** means with respect to any person, and other person directly or indirectly controlling, controlled by, or under common control of such person. “Control” as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting interest in such entity.
- b) **“Business Days”** means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.
- c) **“Business Hours”** means 8:00 AM – 8:00 PM Eastern Time on Business Days.
- d) **“Components”** means the components of the FLVS Software referred to in Appendix A.
- e) **“Confidential Information”** means (i) all information of either party or its Affiliates or of third persons to whom the party owes a duty of confidence that is marked confidential, restricted or proprietary, or that may reasonably be considered as confidential from its nature, or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.
- f) **“Content Licenses”** means the utilization licenses and associated restrictions with respect to the Licensed Course Content granted to Customer hereunder which are set for in Appendix A.
- g) **“Customization”** means a client customizable area is provided which includes: 1) a communication policy; 2) netiquette recommendations; 3) pace charts; 4) student resource page; 5) optional contact and help pages; 6) state and national standards; 7) Drop Policy – It is advised that a customizable drop/add period be no more or no less than the FLVS implemented 14 day drop/add period.
- h) **“Data”** means customer information entered the licensed products to include, but not limited to, student, staff, school, and parent information.
- i) **“Billable Enrollment”** will be any student that achieves 20% course completion or is on active status in VSA for a minimum of 30 days. FLVS will bill the Customer for the student regardless of the student’s status upon Customer’s receipt of invoice.
- j) **“FLVS Proprietary Products”** includes, but is not limited to, FLVS source content and



Florida Virtual School Franchise Agreement

the FLVS Virtual School Administrator product.

- k) **"Intellectual Property Rights"** includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.
- l) **"Learning Management Systems or LMS"** means the software based system ("Platform") that must be utilized to access the Licensed Course Content.
- m) **"License"** means Customer's license to use the Licensed Materials described in Appendix A.
- n) **"License Fees"** means the license fees to be paid by the Customer to FLVS, which are described in Section 4.1.
- o) **"Licensed Course Content"** means the Components of the FLVS Course Content in object code format licensed to Customer hereunder and described in Appendix A and such additional third-party Components required as part of the FLVS Course Content.
- p) **"Licensed Materials"** means the Licensed Course Content, LMS, Virtual School Administrator, Documentation and included Renewal Releases and updates, which FLVS and (LMS Software) may from time to time provide to Customer.
- q) **"Platform Provider"** means learning management system provider.
- r) **"Virtual School Administrator (VSA) License"** means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator.
- s) **"Customer"** means the state of Florida School District, FLVS is contracting with.

ARTICLE 2 – LICENSE

2.1 LICENSED MATERIALS

Course Content and Materials

- a) Subject to the provisions of this Agreement, including the provisions of Article 8, FLVS hereby grants to Customer, and Customer hereby accepts from FLVS, the personal, non-transferrable and non-exclusive Franchise License to use the Licensed Materials for Customer's internal business purposes in accordance with FLVS Licenses.
- b) FLVS Virtual School Administrator will be used as the registration and Student Information Management System.
- c) Florida Virtual School courses will only be delivered on FLVS approved Learning Management Systems.



Florida Virtual School Franchise Agreement

2.2 Third Party Users

For the purpose of operating Customer's business, the parties intend that certain unrelated third parties with whom the Customer has a business relationship, such as a supplier or customer, and the employees of such third person (hereunder "Business Third Parties"), will have limited right to use certain Components of the Licensed Course Content solely for the purpose of providing services to Customer. All such services will be solely for the benefit of Customer's internal business operations. The Business Third Parties may not utilize the Licensed Course Content for other than the direct benefit of Customer's internal benefit, in accordance with the terms of this Agreement, and the Customer shall assure third party compliance with this provision and the terms of this Agreement.

ARTICLE 3 – DELIVERY AND INSTALLATION

3.1 Delivery of Licensed Materials

FLVS agrees to deliver the Customer one (1) copy of the most current release available by request of the Licensed Materials. The Documentation will be provided solely in the English Language, except in cases where FLVS has specifically provided for foreign language documentation.

3.2 Software Security

- a) The Customer will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use.
- b) FLVS will ensure all reasonable measures are taken to protect the Customer Data while in use at the FLVS site. Reasonable measures include, but are not limited to, the Customer Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such data. The FLVS warrants that, within seven business day of a written request by the Customer, for Customer data related to the program, FLVS shall provide such data to the Customer.

3.3 Background Screening

As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida Law, specifically, but not limited to the requirements of Jessica Lunsford Act, 1012.465 F.S.



Florida Virtual School Franchise Agreement

ARTICLE 4 – PRICE AND PAYMENT TERMS

4.1 License Fees

- a) Customer shall pay to FLVS the Franchise fees described in Appendix A (the “License Fees”). The License Fees shall be due and paid as provided for in Appendix A pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS’s invoice. The Local Government Prompt Payment Act requires the Customer to pay a correct and undisputed invoice within 45 days of the Customer’s Accounts Payable Department’s receipt of said invoice. The Customer shall incur no obligation for payment until issuance of a purchase order to FLVS. Failure to pay the License Fees when due shall be grounds for the immediate termination or suspension of all services due by FLVShereunder.
- b) The payment of all amounts as well as the accrual of interest for any amounts not paid shall be accordance with the Local Government Prompt Payment Act, Section 218.70, et seq. All overdue (90+ days from receipt of invoice) may be denied access to FLVS Content. The Licensing Agreement will be suspended until payment is received by FLVS.

ARTICLE 5 – PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

5.1 Title to Licensed Materials

Customer acknowledges and agrees that FLVS, Licensors of FLVS, and the Platform Provider shall retain all right, title and interest in and to the Licensed Materials and all copies thereof, including, without limitation, the Intellectual Property Rights therein, and that nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof or any right with respect to the Intellectual Property Rights therein. FLVS has the right to license Materials to the Customer. Nothing in this Agreement shall be construed as conferring upon the Licensee any right or interest in Florida Virtual School’s or the Platform Provider’s intellectual property or in their registration or in any designs, copyrights, patents, trade names, signs, emblems, insignia, symbols and slogans or other marks used in connection with the software other than as provided in this Agreement.

To the extent permitted by law, FLVS shall defend, indemnify and hold the Customer, its officers, agents, employees, successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and



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expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by FLVS of any third-party patent, copyright or trademark or (ii) misappropriation by FLVS of any third-party trade secret in connection with the foregoing. FLVS will indemnify and hold harmless the Customer, its officers, agents, employees, successors and assigns 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 contract, including its use by the Customer, its officers, agents, employees, successors and assigns. If FLVS 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. The parties shall also be bound by any applicable federal law as it relates to the use of any federal monies for the license under this Agreement. If FLVS's software becomes or is likely to become the subject of an infringement claim, FLVS may at its option and expense, either: (a) procure for the School Board the right to continue using such software; (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected software, allow the School Board to return other software intended to operate with the affected software, and refund to the School Board the portion of the license agreement price attributable to the returned product, prorated in accordance with the unused portion of the term.

5.2 Confidential Information

To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party. Each party shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), or any other state or federal law or regulation regarding confidentiality of student information and records. This provision shall survive the termination of or completion of all performance or obligations under this Agreement, and shall remain fully binding upon both parties.

5.3 Protection and Proprietary Rights

- a) Customer shall not remove any proprietary copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials.
- b) Customer agrees not to disassemble, decompile, translate into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer all or any part of the Licensed Materials in accordance with the law. Further, Customer shall not write or develop any derivative works or computer



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programs based upon any part of the Licensed Materials.

- c) The Customer hereby agrees that FLVS is the owner of all rights intellectual and otherwise for the Course Content and Virtual School Administrator product that will be provided and has the legal right to franchise and charge a fee for the use of that material and the legal right for an injunction. The discretion of Florida Virtual School on all matters concerning the intellectual property shall be final, conclusive and binding on the Customer.

5.4 **Audit Rights**

FLVS may audit the use of their proprietary products and enrollment at any time while providing service hereunder. FLVS will conduct continuous audits for instructional quality. The results of this audit will be provided to the Customer and the Florida Department of Education.

5.5 **Email Access**

Customer is responsible for providing FLVS, upon request, all email correspondence between teacher and student relevant to this Agreement.

5.6 **Public Records**

Both parties are subject to Chapter 119, Florida Statutes. Both parties shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service; (b) providing the public with access to public records on the same terms and conditions that both parties would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meeting all requirements for retaining public records and transfer to both parties, at no cost, all public records in possession of both parties upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to both parties in a format that is compatible with the information technology systems of both parties. The parties agree that if either party fails to comply with a public records request, then the other party must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT



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THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL CustodianofRecords@flvs.net , OR BY PHONE 407-513-3325, OR BY MAIL TO: 2145 METROCENTER BLVD., SUITE 100, ORLANDO, FL 32835.

5.7 Confidential Student Information

For the limited purposes of auditing the implementation of the Agreement and accessing student emails, FLVS is hereby designated a school official for the purposes of receiving this limited confidential student information and FLVS shall remain under the direct control of the Customer with respect to the use and maintenance of the confidential student information. FLVS 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 purposes listed above and for no other purpose. Upon the termination or expiration of the agreement, FLVS shall return to Customer all original and any copies of the confidential student information, and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by Law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS 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 FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

ARTICLE 6 – WARRANTIES OF FLVS

6.1 Limit of Liability

- a) For any breach or default by FLVS of any of the provisions of this Agreement, or



Florida Virtual School Franchise Agreement

respect to any claim arising here from or related hereto. FLVS's entire liability, regardless of the form of action, whether based on contract or tort, including negligence, shall in no event exceed (I) the amount paid by the Customer hereunder for the licensed materials; (II) the amount paid by Customer for the renewal service that is the subject of the claim, if the claim relates to a breach or default by FLVS of the provisions of Article 7; (III) the amount paid by Customer for installation service that is the subject of the claim, if the claim relates to a breach or default by FLVS by the provisions of this Agreement pertaining to installation service; or (IV) in the aggregate with respect to all claims under or related to this Agreement, the amount paid by Customer under this Agreement.

- b) In no event, will FLVS be liable for special, incidental, indirect, or consequential loss or damage, lost business revenue, loss of profits, loss of data, failure to realize expected profits or savings, or any claim against Customer by another person (even if FLVS has been advised of the possibility of such damage), unless required by law.
- c) FLVS shall be liable to Customer as expressly provided in this agreement, but shall have no other obligation, duty, or liability whatsoever in contract, tort, or otherwise to Customer including any liability for negligence. The limitations, exclusions and disclaimers in this agreement shall apply irrespective of the nature of the cause of action, demand, or action by Customer, including but not limited to, breach of contract, negligence, tort, or any other legal theory and shall survive a fundamental breach or breaches or the failure of the essential purpose of this agreement or of any remedy contained herein.

6.2 Intellectual Property Claims

- a) Notwithstanding the forgoing, FLVS shall have no liability for any claim that is based on (i) the use if other than the latest release and version of the Licensed Materials if such infringement could have been avoided by the use of the latest versions and release and such version or release had been available to Customer for use, (ii) the unauthorized combination of the Licensed Materials with the software, hardware or any other product not specifically provided by FLVS, or (iii) any unauthorized modification to the Licensed Materials or unauthorized use of the Licensed Materials other than as expressly authorized herein or as expressly described or recommended in writing by FLVS.



ARTICLE 7 – TERM AND TERMINATION

7.1 Term

This Agreement shall be effective on the Effective Date of July 1, 2018 for a period of three (3) years or one (1) year; whichever term option was chosen on page 1, section 2 and shall be terminable in accordance with this Article.

7.2 Termination

Either party may by notice in writing terminate this Agreement if (i) the other party breaches or fails to observe or perform any of its obligations set out in the Agreement, including failure to pay Franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefit of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws, or if proceedings for the appointment of a trustee, custodian, receiver, or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) without cause upon ninety (90) days written notice by FLVS or Customer to the other party of its termination of the Agreement.

7.3 Services Not Included

- a) Renewal and Warranty Support does not include or apply to any of the following: (i) making modifications to the Licensed Materials for Customer; (ii) consultation for new programs or equipment; (iii) hardware problems including any malfunction of hardware, or to any external causes affecting the Licensed Materials including the media upon which the Licensed Materials are provided such as accident, disaster, electrostatic discharge, fire, flood, lightning, water, or wind; or (iv) corrections of errors attributable to software other than the Licensed Software. FLVS may charge Customer at its then applicable list price for providing such services. FLVS may also charge Customer at its then list price for analysis or removal of errors which are caused by improper operation or handling of the Licensed Materials or caused by circumstances unrelated to FLVS. Payment for these services shall be made by Customer within forty-five (45) days of invoicing by FLVS in accordance with the Florida Local Government Prompt Payment Act.
- b) The obligation to provide Renewal Services is subject to the following: (i) Renewal Services are only provided for the Licensed Course Content provided under this Agreement; (ii) if Customer ceases to pay for and received Renewal Services and later requests Renewal Services, Customer will be required to pay to FLVS the Renewal Fees



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not paid during the period in which the service was discontinued; and
(iii) FLVS has no obligation to provide Customer with any Renewal Services unless Customer has paid for the Renewal Services in advance as required hereunder; and
(iv) FLVS has no obligation to provide Renewal Services if Customer is unable to follow FLVS Franchise policies and procedures as documented through an annual audit. Customer has no obligation to renew this Agreement.

ARTICLE 8 – GENERAL

8.1 Force Majeure

If the performance of this Agreement, or any obligation thereunder is prevented, restricted, or interfered with by any reason of fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, equipment or software from suppliers, war or other violence; any law, order, regulation, ordinance, demand or requirement of any government authority; or any other act or condition whatsoever beyond the reasonable control of the affected party. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

8.2 Non-Solicitation Agreement

FLVS and the Customer agree that during the term of this agreement, except as provided elsewhere in this Agreement or through mutual consent of both organizations, they shall not directly or indirectly engage, hire, employ, or solicit any employee of the other, or any subsidiary or affiliate of the other or otherwise induce or attempt to induce any employee of the other to leave employment of the other or alter the employment relationship of any employee with the other.

8.3 NCAA

NCAA continues to evolve its policy regarding evaluation of virtual school course work for student athletes. FLVS enjoys a strong working relationship with NCAA, and, as our Franchise partner, the Customer will join FLVS's umbrella by signing this Agreement and agreeing to abide by all FLVS policies regarding course delivery, instructional practices, and student management found in Appendices B. As part of the Agreement, the Customer will undergo intermittent quality assurance audits performed by FLVS personnel. The Customer will have access to all audit reports. FLVS reserves the right to report audit results to NCAA. Customer understands that non-FLVS courses offered by the Customer



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are not covered under the FLVS umbrella, and district will need to submit documentation to the NCAA to have any such courses approved separately.

8.4 **Background Screening**

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all its personnel who (1) are to be permitted access to Customer's school grounds when students are present; (2) will have direct contact with Customer's students, or (3) have access or control of Customer's funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by Customer in advance of FLVS or its personnel providing any services under the conditions described in the previous sentence. FLVS 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 FLVS and its personnel. The parties agree that the failure of FLVS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling Customer to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless Customer, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by Customer or FLVS of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

8.5 **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 or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

8.6 **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, age, political or religious beliefs, color, gender, gender identity or expression, national origin, marital status, disability, or sexual orientation.

8.7 **Records**

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents



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request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party shall be responsible for compliance with Sections 1002.22 and 1002.221, Florida Statutes, FERPA, 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), and any other applicable state or federal laws or regulations concerning the protection, use and disclosure of confidential student educational records.

8.8 Entire Agreement

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.9 Amendments

No modification or alternation in the terms or conditions contained herein shall be effective unless contained in a written Amendment executed by both parties. At the end of each academic year, FLVS may review and adjust course fees and Terms and Conditions contained herein via an Amendment signed by both parties.

8.10 Waiver

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement, and therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach, and shall not be construed to be a modification of the terms of this Agreement.

8.11 Compliance with Laws

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

8.12 Severability

In any case, any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawful or void nature of that provision shall not affect any other provision, and this Agreement shall be considered as if such invalid,



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illegal, unlawful, unenforceable or void provision had never been included herein. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

8.13 Authority to Piggyback

If mutually agreed between FLVS and the Customer, agreement to these Terms and Conditions constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this contract, to any other governmental entities.

8.14 Notice

When any of the parties' desires to give notice to each other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changes by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To FLVS:	Florida Virtual School 2145 Metrocenter Blvd. Suite 100 Orlando, FL 32835
With a Copy to:	Dr. Jodi C. Marshall, President and CEO 2145 Metrocenter Blvd. Suite 100 Orlando, FL 32835
To Customer:	The School District of Indian River County Dr. Mark Rendell, Superintendent 6500 57 th Street Vero Beach, FL 32967

8.15 Authority

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such part with respect to all provisions contained in this Agreement.



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8.15 No Third-Party Beneficiaries

There are no third-party beneficiaries created or entitled by this agreement, and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision thereof.

8.16 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 Customer and Contractor or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

8.17 Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree to comply with the requirements of section 501.171, Florida Statutes. In the event of a breach of security as defined in section 501.171, Florida Statutes, FLVS shall notify the School Board immediately, but no later than thirty (30) calendar days following a determination of a breach of data security involving School Board's data. Additionally, FLVS shall fully cooperate with the School Board regarding the School Board's statutory notification requirements.



Florida Virtual School Franchise Agreement

APPENDIX A

The Components, which are the subject of the FLVS Franchise Agreement, including FLVS Course Content, Third Party Components, FLVS Virtual School Administrator, Registration, Student Information System, and the Learning Management System granted to Customer and the fees payable to FLVS hereunder are as follows:

The most current version of all FLVS courses available for public release, except for those still in a pilot or BETA phase of development.

1. Fees

This list may be altered based on any additional course releases or enhancements during the year. The Course Catalog may be found at:

<http://www.flvs.net/Students/Pages/find-course.aspx#highschool>.

FLVS Course Offerings	
Course Name	Price
SOCIAL STUDIES	
AP United States Government and Politics	75.00
AP Human Geography	50.00
AP Macroeconomics	50.00
AP Microeconomics	55.00
AP Psychology	80.00
AP US History	90.00
Economics with Financial Literacy	50.00
Law Studies	90.00
M/J Civics	50.00
MJ United States History	50.00
MJ World History	50.00
Psychology	55.00
United States Government	50.00
United States History	50.00
World History	50.00
LANGUAGE ARTS	
AP Art History	50.00
AP Language	50.00
AP Literature	85.00
English 1	50.00
English 2	50.00
English 3	50.00
English 4	50.00



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Intensive Reading	50.00
MJ Language Arts 1	50.00
MJ Language Arts 2	50.00
MJ Language Arts 3	50.00
Reading for College Success	50.00
Journalism I	50.00
English 4: Florida College Prep	50.00
Social Media	50.00
WORLD LANGUAGES	
Chinese 1	50.00
Chinese 2	50.00
Chinese 3	50.00
French I	50.00
French II	50.00
Latin 1	50.00
Latin 2	50.00
Latin 3	50.00
MJ Spanish Beginning	50.00
MJ Spanish Intermediate	50.00
Spanish 1	50.00
Spanish 2	50.00
Spanish for Spanish Speakers	50.00
MATHEMATICS	
Algebra 1	50.00
Algebra 2	50.00
AP Calculus AB	75.00
AP Calculus BC	75.00
AP Statistics	50.00
Calculus	75.00
Calculus Honors	75.00
Geometry	50.00
Liberal Arts Math 2	60.00
Math for College Readiness	65.00
MJ Math 1	50.00
MJ Math 2	50.00
MJ Pre-Algebra	50.00
Precalculus Honors	80.00
SCIENCE	
Anatomy & Physiology	50.00
AP Biology	90.00
AP Environmental Science	50.00
Biology	80.00



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Chemistry	50.00
Earth Space Science	50.00
Forensic Science	90.00
Marine Science	50.00
MJ Science 1	50.00
MJ Science 2	50.00
MJ Science 3	55.00
Physical Science	50.00
Physics	55.00
CAREERS AND LIFE SKILLS	
AP Computer Science	70.00
Art History and Criticism 1 Honors	50.00
Career Research and Decision Making	77.00
Creative Photography	90.00
Critical Thinking and Study Skills	77.00
Drivers Education	80.00
Fitness Lifestyle Design	50.00
Guitar 1	90.00
HOPE	50.00
Leadership Skills Development	77.00
Life Management Skills	50.00
MJ Creative Photography	90.00
MJ Critical Thinking, Problem Solving and Learning Strategies	50.00
MJ Fitness	50.00
MJ Guitar I	90.00
MJ Physical Education 6	50.00
MJ Physical Education 7	50.00
Music of the World	90.00
Outdoor Education	115.00
Peer Counseling 1	77.00
Peer Counseling 2	77.00
Personal Fitness	50.00
Theater, Cinema & Film Production	100.00
Criminal Justice Operations	90.00
CAREERS AND TECHNICAL EDUCATION	
Agriscience Foundations I	90.00
Applied Object-Oriented Java Programming	103.00
Biotechnology I	90.00
Business Software Applications I	103.00
Computer and Network Security Fundamentals	103.00
CSIT Network Systems Configuration	103.00
CSIT System Essentials	103.00



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Culinary Arts I	90.00
Data and Control Functions	103.00
Database Fundamentals	103.00
Dave Ramsey's Foundations in Personal Finance	90.00
Digital Information Technology	75.00
Digital Media/Multimedia Foundations 1	103.00
Digital Media/Multimedia Foundations 2	103.00
Digital Media/Multimedia Foundations 3	103.00
Forestry and Natural Resources 2	90.00
Foundations of Web Design	70.00
Health Science Foundation	90.00
Introduction to Alternative Energy	90.00
Introduction to Horticulture	90.00
M/J Business Keyboarding	65.00
MJ Career Research and Decision Making	50.00
M/J Orientation to Career	90.00
Networking 1	103.00
Nutrition and Wellness	90.00
Parenting Skills	90.00
Personal and Family Finance	90.00
Principles and Public Service	90.00
Specialized Database Applications	103.00
Specialized Database Programming	103.00
Technology Support Services - Client Systems	103.00
Technology Support Services - Network Systems	103.00
User Interface Design	70.00
CREDIT RECOVERY	
Algebra 1	50.00
Algebra 2	50.00
Biology I	50.00
Chemistry I	50.00
Economics with Financial Literacy	50.00
English 1	50.00
English 2	50.00
English 3	50.00
English 4	50.00
Geometry	50.00
US Government	50.00
US History	50.00
World History	50.00
OTHER ELECTIVES	
Anthropology	90.00



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Art in World Cultures	90.00
Astronomy Solar/Galactic	90.00
Early Childhood Education	90.00
Health Science I	90.00
Holocaust	90.00
Philosophy	90.00
Psychology II	90.00
Sociology	90.00
Speech I	90.00
Sports, Recreation and Entertainment Marketing Management	90.00
World Religions	90.00
ELEMENTARY COURSES	
Language Arts - Kindergarten	50.00
Language Arts - Grade One	50.00
Language Arts - Grade Two	50.00
Language Arts - Grade Three	50.00
Language Arts - Grade Four	50.00
Language Arts - Grade Five	50.00
Mathematics - Kindergarten	50.00
Mathematics – Grade One	50.00
Mathematics - Grade Two	50.00
Mathematics - Grade Three	50.00
Mathematics - Grade Four	50.00
Mathematics - Grade Five	50.00
Science - Kindergarten	50.00
Science – Grade One	50.00
Science – Grade Two	50.00
Science – Grade Three	50.00
Science – Grade Four	50.00
Science – Grade Five	50.00
Social Studies - Kindergarten	50.00
Social Studies – Grade One	50.00
Social Studies – Grade Two	50.00
Social Studies - Grade Three	50.00
Social Studies – Grade Four	50.00
Social Studies – Grade Five	50.00
Elementary Technology K	50.00
Elementary Technology 1	50.00
Elementary Technology 2	50.00
Elementary Technology 3	50.00
Elementary Technology 4	50.00
Elementary Technology 5	50.00



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Elementary Spanish Introductory Level	50.00
Elementary Spanish 1	50.00
Elementary Spanish 2	50.00
Elementary Spanish 3	50.00
Elementary Spanish 4	50.00
Elementary Spanish 5	50.00
Elementary Physical Education K	50.00
Elementary Physical Education 1	50.00
Elementary Physical Education 2	50.00
Elementary Physical Education 3	50.00
Elementary Physical Education 4	50.00
Elementary Physical Education 5	50.00
Elementary Art K	50.00
Elementary Art 1	50.00
Elementary Art 2	50.00
Elementary Art 3	50.00
Elementary Art 4	50.00
Elementary Art 5	50.00

FLVS Invoicing Schedule for Billable Enrollments Served:

Cycle	Enrollment Data Date Range	Invoice Sent
Cycle 1	July - Oct	Mid-November
Cycle 2	Nov - Feb	Mid-March
Cycle 3	Mar - Jun	End of June
Cycle 4	True-up / Enrollments not captured in previous cycles	Mid-July

Course Discontinuation

FLVS reserves the right to discontinue the availability of any course listed herein with reasonable notice to the Customer. In so doing, FLVS will assure the students currently in the course are permitted to matriculate and complete their course with the current course they are currently enrolled in.

Billing Contact Personnel:

School or District	Florida Virtual School
Name:	Name: Carmen Brehoi
Address of School/District:	Address: 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
Email:	Email: cbrehoi@flvs.net
Telephone No.:	Telephone No.: 407-513-3615



Florida Virtual School Franchise Agreement

APPENDIX B

This Appendix sets out the terms and conditions pursuant to which the Customer may obtain and utilize the Licensed Materials (as defined in the FLVS Franchise Agreement – Terms and Conditions). Failure to meet these requirements may result in disciplinary action up to and including termination of the Franchise as outline in Appendix D.

Florida Virtual School Responsibilities

- 1) Provide a Franchise Operations Manager assigned to support the Customer's district.
- 2) Provide access to LMS platform.
- 3) Provide contact information for Platform Provider.
- 4) Provide systems training during the academic year terms for Franchises, inclusive of VSA, LMS, Web Collaboration Tool, and other systems utilized for student instruction.
- 5) Provide hosting of courses on LMS platform.
- 6) Provide course materials to students to be returned to FLVS main office at the conclusion of the course, unless deemed disposable for Elementary.
- 7) Provide course updates.
- 8) Provide Student Information Management System (VSA).
- 9) Provide Quality Assurance Services inclusive of one Classroom Audit and one Completion Audit per instructor, Educator footprints reports upon request, and QA training.
- 10) Provide Academic Integrity Services inclusive of investigation and documentation.
- 11) Provide monthly parent/student survey results.
- 12) Provide Annual Customer Satisfaction Report.
- 13) Provide Instructor Training for all new course releases.
- 14) Provide new Instructor Training.
- 15) Provide a year-end evaluation of the program.
- 16) Provide Franchise Management Training.
- 17) Provide syllabus documents for AP courses for use in AP audit process.
- 18) Provide co-branded digital flyer, which is designed and set to your Franchise by request three (3) times a year (August, January, and May) *.
- 19) Provide access to FLVS video course tours.
- 20) Provide the Salesforce platform to access QA documents and submit concern resolutions.

**All messaging will be pre-determined and at the discretion of FLVS based on time of year.*



Florida Virtual School Franchise Agreement

The Customer is Responsible for the Following Items:

- 1) Schedule a meeting with representatives of FLVS and the Superintendent or his/her designee in March, April, May, or June, prior to the implementation of this Agreement. Said meeting is for the purpose of ensuring a correct and quality implementation of the Franchise program and must occur before the Franchise contract will be renewed for the following school year.
- 2) Provide FLVS seven (7) days written notice of any meeting of Customer's school board to discuss and/or consider action regarding FLVS, this Agreement, or the terms thereof.
- 3) Return this signed contract by July 30.
- 4) Provide payment as specified in contract.
- 5) Provide a point of contact for FLVS at the customer level and at the Franchise leadership level.
- 6) Adhere to all branding policies as outlined in the FLVS Marketing and Communications Franchise Policy in **Appendix E**.
- 7) Use the FLVS Learning Management System and Student Information System.
- 8) Complete course list three (3) weeks prior to delivery date.
- 9) Report only Florida Virtual School courses within the Franchise.
- 10) All student transfers must be approved and processed by Florida Virtual School.
- 11) Abide by the Academic Integrity policies established by FLVS.
- 12) Customer will provide accurate rosters of teachers, including contact information and subjects they teach, at the following intervals: July 1st and December 1st. Keep FLVS updated with new hires and departures.
- 13) Require that all teachers have completed new teacher training before being placed with students.
- 14) Require all teachers of new or reversion courses complete training on the new course within two (2) weeks of training being made available.
- 15) Require that no student shall be completed in a course without having taken the final segment exams or without documented adherence to local customer policy.
- 16) Require that all teacher and student email communications be maintained within the LMS.
- 17) Provide certified teachers in the subject they are teaching or teachers who possess a statement of eligibility. Provide certification number in VSA account.
- 18) Acknowledge sole responsibility for compliance with College Board AP Audit. If Franchise AP courses are not authorized, courses may not be offered with the AP label.
- 19) Participate in end-of-year Franchise evaluations.
- 20) Participate in Annual Franchise Management Training.
- 21) Employ a Franchise leader whose primary duty is to supervise, monitor, and evaluate the Franchise teachers and its program.
- 22) Provide FLVS with End of Course (EOC), AP, and FSA summary and demographic data for FLVS courses upon request.



Florida Virtual School Franchise Agreement

- 23) Implement teacher Memorandum of Agreement provided by FLVS as Appendix D, and submit signature page to FLVS by October 1st each academic year or within 30 days of employment.
- 24) Achieve an 85% or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys as reviewed by FLVS's external vendor.
- 25) All public records requests received regarding this Franchise Agreement or any services provided thereunder must be provided to FLVS within 24 hours of the receipt by the customer.
- 26) The Franchise will apply appropriate corrective or disciplinary action to any teachers providing services pursuant to this Agreement that FLVS identifies as failing to properly deliver the curriculum.
- 27) Provide high-resolution vector logo to FLVS by July 30th each academic year.
- 28) Use tagline "Powered by FLVS" when specifically promoting FLVS courses.
- 29) Encourage instructors and staff to attend FLVS Professional Development offerings and award professional development in service points upon completion.
- 30) Utilize the Salesforce application to access QA documents and submit concern resolutions.



Florida Virtual School Franchise Agreement

APPENDIX C

FLVS Mission:

To deliver a high quality, technology-based education that provides the skills and knowledge Students need for success.

FLVS Vision:

To transform education worldwide, one Student at a time.

FLVS Values:

- Student Focus
- Innovation
- Integrity
- Passion
- Communication

FLVS Commitment:

The Student is at the center of every decision we make.

FLVS Franchise Policy Guide:

Communication and interaction are at the heart of our success. Research continues to show that Student-Teacher interaction is the key to a successful educational experience. Frequent Student-Teacher communication in the virtual learning environment requires commitment above and beyond the traditional work day by staff, as communication is the critical element to the success of the program. Florida Virtual School's evaluation consistently shows overwhelming need and appreciation for the frequent communication that is occurring between staff and Students. Voice-to-voice communication and email are considered essential and are expected on a regular basis. Teachers are expected to perform Discussion Based Assessments as scheduled and additional as needed.

Academic Integrity:

Academic Integrity, along with hiring the best and brightest instructional staff, is one of the core values at FLVS. It is one of the most important things we do as a learning organization. Done well, Students will make decisions based on values that will prepare them as productive, meaningful, and ethical citizens. All Franchise teachers will comply with the FLVS Academic Integrity policies and procedures, which can be found at:

<https://www.flvs.net/docs/default-source/myflvs/academicintegrity.pdf?sfvrsn=6>



Florida Virtual School Franchise Agreement

Welcome Phone Call:

Prior to being granted access to their online course, students must have a Welcome Phone Call conversation with their instructors. During the initial Welcome Call, instructors will ask for a preferred method of contact. Instructors will make note of the preferred method and communicate student progress according to what parent's request.

Grading Student Work:

1. A major component of proper communication is returning student work in a timely manner. It is the Florida Virtual School's policy that all communication be returned within 24 hours. Responding within 24 hours does not have to include the grading of all work that was submitted the previous day. It is the responsibility of the instructor to inform students about the expected turnaround time on grading work that has been submitted. All work should be graded within 48 hours of submission.

2. Florida Virtual School uses the state adopted grading scale. Per Florida Statute 1003.437 High School Grading System:
 - a) Grade A equals 90% through 100%.
 - b) Grade B equals 80% through 89%.
 - c) Grade C equals 70% through 79%.
 - d) Grade D equals 60% through 69%.
 - e) Grade F equals 0% through 59%.
 - f) W – Student withdrawn during grace period. No credit awarded.
 - g) WF – Student withdraws past grace period with a failing grade at the time of withdrawal. No credit awarded.
 - h) WP – Student withdraws past grace period with a passing grade at the time of withdrawal. No credit awarded.
 - i) P – Indicates that credit was awarded based on the student passing a state-administered End of Course (EOC) assessment instead of completed 100% of the course materials. Florida refers to this as a Credit Acceleration Program (CAP) credit. However, Florida has instituted EOC exams for select courses. A final grade issued by FLVS in one of the EOC exam courses may be interpreted differently based on district policies in effect at the time of enrollment and/or completion, and specific requirements per Florida Statute.

Each Florida School District reserves the right to input FLVS statuses into their county transcript system based on their specific student progression plan and/or reporting capabilities.



Florida Virtual School Franchise Agreement

Final Exam Policy:

The purpose of the final exam is to assist in validating that Students have demonstrated mastery of key course concepts and standards. The final exam, unto itself, is not the sole determiner of Student achievement; however, students are required to take a final exam in all FLVS courses.

For Courses with state required EOC exams, the School Board may act in accordance with Customer policy.

To maintain the integrity of all FLVS grades, instructors may choose to facilitate random oral assessments and/or face-to-face exams.

Minimum Length of Courses:

To ensure that Students are mastering content within their courses, it is important to remember that the 14-day minimum learning experience for all half-credit courses and a 28-day minimum for all full credit courses remains in effect. For Students to successfully complete a skill-based course with specific course requirements, such as a time component (i.e. workout logs in Personal Fitness), a longer minimum learning experience may be required.

As noted in the statement above, skill-based courses with a time component require a longer minimum stay. PE courses fall into that category.

Personal Fitness (PF):	21 Days
Fitness Lifestyle Design (FLD):	24 Days
Health Opportunities in Physical Education (HOPE):	21 Days

Documentation of Student Work:

All Student assessment records should be kept in the FLVS course management system. Primarily, Student work will be completed within the course management system. Keep digital documentation of any Student assessments given by phone or in the chat room. Create a system for storing work that would be logical to anyone. Record the assessment grade and comments in the LMS. All email communication with Students must be maintained within the LMS.



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As a Franchise Teacher, I have read and agree to abide by all FLVS Instructional Policies as found at: <https://dash.flvs.gl.com/learn/2016-17-franchise-faculty-handbook/>

Teacher Name	Certification	Areas
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Teacher Signature	Date
-------------------	------

Franchise Leader	Date
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Please submit this form to the Franchise Manager within ten (10) business days of Teacher employment with your Franchise school.



Florida Virtual School Franchise Agreement

APPENDIX D Steps for Enforcement

To ensure that its products and services are properly presented, FLVS reserves the right to review both the individual and overall performance of the Franchise. Based on defined expectations for performance and policy/procedure alignment, FLVS will notify the Franchise representative of any discrepancies so that the representative may take immediate action to correct the issue(s). FLVS may assist in providing additional tools and/or training at the expense of the Franchise. Should the discrepancies continue, either with or without remediation, FLVS reserves the right to have a non-performing individual removed from the Franchise program and/or terminate the Agreement with the Franchise.

Step One: Verbal Warning

1. Memo to file summarizing discussion.
2. Franchise may file a written document outlining an opposing view with FLVS Franchise Manager, Director and Chief.
3. Verbal communication with Franchise Manager to identify deficiencies with a plan for correction of identified deficiencies to bring Franchise back into compliance within seven (7) business days.
4. If deficiency is not corrected within seven (7) business days with the Franchise back in compliance of the Franchise contract, parties involved will attend mandatory training with costs being incurred by the Franchise, and/or be levied penalties and fines.

Step Two: Probation

1. Should the discrepancies continue, FLVS will place the Franchise on probation for no longer than one year.



Florida Virtual School Franchise Agreement

APPENDIX E

Florida Virtual School Franchise Branding and Media Policy

FLVS Branding Policy:

- Include the registered trademark ® symbol after the first mention of Florida Virtual School or FLVS on all newly created marketing pieces, and include the following trademark statement:

Florida Virtual School and FLVS are registered trademarks of Florida Virtual School, a public-school district of the State of Florida.

- “Florida Virtual School” and “FLVS” are the only approved school name and abbreviation. “The Florida Virtual School”, “Florida Virtual”, and “Florida Virtual Schools” are not approved for use.
- Never use FLVS or Florida Virtual School possessively.
- Provide the FLVS District & Franchise Solutions Director with a copy of all new marketing/informational pieces that mention Florida Virtual School or FLVS.

FLVS Media Relations Policy:

- Notify the FLVS Communications Manager and the FLVS District & Franchise Solutions Director upon receiving an inquiry from the media, or directly upon completion of an interview if prior notice is not possible.
 - Tania Clow, Communications Manager: 407-513-3627, tclow@flvs.net
 - Larry Banks, District & Franchise Solutions Director: 407-484-4031, lbanks@flvs.net
- Media Resources Available:
 - FLVS Newsroom (flvs.net/news) – View news releases, annual report, district enrollment summary, research documents, and FLVS leadership members.
- When speaking about enrollment numbers, we ask that you clarify that the numbers are for your franchise specifically. If you need current enrollment data for FLVS, please reach out to the FLVS Communications Manager or FLVS District & Franchise Solutions Director.

**School District of Indian River County
Treasre Coast Technical College
Calendar for 2018-2019**

DAY OF WEEK	DATE	EVENT DESCRIPTION
Monday	July 9, 2018	First Term for GED, ABE, and ESOL Classes
Monday	August 6, 2018	Teachers Report; Workday
Tuesday	August 7, 2018	Professional Development for Teachers (School)
Wednesday	August 8, 2018	PD (District)/Teacher Workday;
Thursday	August 9, 2018	Teacher Workday
Friday	August 10, 2018	Teacher Workday
Monday	August 13, 2018	First Day of School for Students – Career Programs
Wednesday	August 22, 2018	Professional Development; Early Release for Students
Thursday	August 31, 2018	Last Day to Apply for 2019 Practical Nursing Program
Monday	September 3, 2018	Labor Day; No School; Paid Holiday for Teachers
Tuesday	September 18, 2018	Constitution Day
Wednesday	October 17, 2018	Professional Development; Early Release for Students
Thursday	November 1, 2018	Second Term Begins for GED, ABE and ESOL Classes
Mon - Friday	Nov 19 - 23/2018	Thanksgiving Week; No School
Friday	December 14, 2018	Medical Programs Graduation; Performing Arts Center
Monday	December 24, 2018	No School; Winter Break Begins; 12/24/2017-1/07/2018
Monday	January 7, 2019	Teachers Return from Winter Break; Workday for Teachers
Monday	January 21, 2019	Dr. Martin Luther King, Jr. Day; No School;
Wednesday	January 24, 2019	Professional Development; Early Release for Students
Monday	February 18, 2019	President’s Day; No School; Paid Holiday for Teachers
Wednesday	February 27, 2019	Professional Development; Early Release for Students
Friday	March 1, 2019	Third Term Begins for GED, ABE, and ESOL Classes
Wednesday	March 13, 2019	Professional Development; Early Release for Students

Monday	March 18, 2019	No School; Spring Break Begins; 3/18/2018-3/22/2018
Wednesday	April 19, 2019	PD/Teacher Workday; No School for Students
Wednesday	April 25, 2019	Professional Development; Early Release for Students
Tuesday	May 21, 2019	Professional Development; Early Release for Students
Wednesday	May 29, 2019	Teacher Workday; Last Day for Teachers
Wednesday	June 5, 2019	GED Graduation; Performing Arts Center



AGREEMENT BETWEEN
THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, O/B/O
(EAST COAST TECHNICAL ASSISTANCE CENTER)
AND
THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

This Agreement is entered into between The School Board of Seminole County, Florida, located at 400 E. Lake Mary Blvd., Sanford, Florida 32773-7127 and The School Board of Indian River County, Florida, (hereinafter called Member District), located at 6500 57th Street, Vero Beach, Florida 32967.

WHEREAS, The School Board of Seminole County on behalf of the East Coast Technical Assistance Center (ECTAC) provides support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) programs in the State of Florida; and

WHEREAS, the member district wishes to enter into an agreement with the School Board of Seminole County, Florida, for support and technical assistance regarding its Title I and other ESEA programs.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. Term. This Agreement shall commence on the last date of approval by a party and shall terminate on June 30, 2019. Thereafter, the Agreement may be renewed for additional annual terms upon the mutual written consent of both parties.
2. Payment. The member district agrees to pay to The School Board of Seminole County, Florida, the amount of \$12,000 for services provided under this Agreement. The School Board of Seminole County, Florida, shall submit an invoice no later than July 31, 2018 and the member district shall remit payment within forty-five (45) days of the invoice date.
3. Scope. In consideration of the payment set forth in paragraph 2 above, ECTAC shall provide support and technical assistance to the Title I and other specified ESEA programs of the member district. This support and technical assistance shall include specific program activities and deliverables in support of the approved district Title I Project Applications as appropriate, and other services to be provided which are specified and attached hereto as Exhibit "A" and incorporated by reference. See also Exhibit "B", Operational Procedures incorporated herein by reference.
4. Termination. Either party may terminate this Agreement with or without cause upon 30 days' written notice to the other party. In the event of termination, The School Board of Seminole County, Florida, shall immediately cease providing services as described in paragraph 3 above, and the member district shall be entitled to a pro rata refund of funds paid in advance for the 2018-2019 school year, pursuant to paragraph 2 above.

10. Authorization. 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 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 performance of its 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 obligations. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

11. Access and Retention of Documents. Each party will, upon request, provide access to the other party, the Federal Grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, to any books, documents, papers and records which are directly related to this project. Both parties to this Agreement will retain all records related to the services provided pursuant this Agreement, for five (5) years after the member district has made final payments and all other matters between the parties in connection with this Agreement, are closed. Further, both parties agree to comply with s.119.0701, F.S., as applicable.

12. Copyrights. The parties are hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or agreement under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. Furthermore, the parties agree that The School Board of Seminole County, Florida, has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within The School District of Seminole County, Florida for purposes related to The School Board of Seminole County, Florida, business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation.

13. Debarment. By signing this Agreement, the parties certify, to the best of their knowledge and belief, that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five (5) 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 agreement 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 (5) year period had one (1) or more public transactions (federal, state or local) terminated for cause or default.

(e) Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

The parties agree to notify each other within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) – (e) above, with respect to the parties or their principals.

14. Public Records Act/Chapter 119 Requirements. Member District agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

(a) Member District shall keep and maintain public records required by the School Board to perform the service.

(b) Member District shall upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law;

(c) Member District shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Member District does not transfer the records to the School Board; and

(d) Member District upon completion of the contract shall transfer to the School Board, at no cost, all public records in possession of the Member District or keep and maintain the public records required by the School Board to perform the service. If the Member District transfers all public records to the School Board upon completion of the contract, the Member District shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Member District keeps and maintains public records, upon completion of the contract, the Member District shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Member District fails to comply with a public records request, then the School Board must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

IF THE MEMBER DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MEMBER DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CAROLYN BEDSOLE, MANAGER, IS PROJECT MANAGEMENT AT 407-320-0466, carolyn_bedsole@scps.k12.fl.us, THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, 400 EAST LAKE MARY BLVD., SANFORD, FLORIDA 32773.

15. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, sexual orientation or any other basis prohibited by law.

AGREEMENT BETWEEN
THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, O/B/O
(EAST COAST TECHNICAL ASSISTANCE CENTER)
AND
THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**THE SCHOOL BOARD OF
SEMINOLE COUNTY, FLORIDA:**

By: *Amy L. Lockhart*
Amy Lockhart, Chairman

Date Approved: *April 24, 2018*

ATTEST:

By: *Walt Griffin*
Walt Griffin, Ed.D., Superintendent

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

By: *Shawn R. Frost*
Shawn R. Frost
Board Chairman
School District of Indian River County

Date: *6/20/18*

ATTEST:

By: *Dr. Mark J. Rendell*
Dr. Mark J. Rendell, Superintendent

CO *7/10/18*
Reviewed & Approved Date:
Cheryl Olson, Director of Purchasing

EXHIBIT A

ECTAC TECHNICAL ASSISTANCE SERVICES

The purpose of the East Coast Technical Assistance Center is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

The selective ESEA programs are:

1. Title I, Part A
2. Title I, Part C
3. Title I, Part D
4. Other grant funded programs as they interact with Title I.

The services include:

1. assisting member school districts in:
 - a. the development and implementation of Title I programs consistent with the requirements of The Elementary and Secondary Education Act (ESEA) and the related Florida State Statute.
 - b. the administration of Title I, and building the capacity of Title I district administrators and key staff in the understanding of appropriate laws, rules, regulations, guidance, policies, and best practices through periodic professional development meetings and activities.
 - c. the development and implementation of Title I plans, project applications, and amendments to include schoolwide, targeted assistance, nonpublic, migrant, neglected and delinquent, school improvement, and others as requested.
 - d. effectively utilizing Title I resources, and other resources in the school improvement/school reform process.
 - e. the implementation of effective instructional strategies and evidence-based best practices.
 - f. building capacity for the effective engagement of families in the education of their children.
 - g. networking with high performing/high poverty schools across the state for the purpose of sharing effective practices.
 - h. accessing other collaborative service providers, such as ESCORT, the Bureau of Federal Educational Programs, the Grants Management Office, other Bureaus and Offices at the Florida Department of Education (FLDOE), Florida Association of State and Federal Education Program Administrators (FASFEP), National Association of Federal Education Program Administrators (NAFEPA), as well as other offices and organizations.
 - i. advocating for the needs of the Local Educational Agencies (LEAs).
 - j. other areas as necessary.
2. providing member meetings including professional development at least three (3) times per year.
3. co-sponsoring two (2) forums per year with FASFEP.

EXHIBIT B OPERATING PROCEDURES

The name of the Center will be the East Coast Technical Assistance Center (ECTAC). The Center may change its name by a simple majority vote of the membership.

Purpose:

The purpose of the ECTAC is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

Members:

Membership in ECTAC will be open to all school districts in Florida.

Advisory Board:

An Advisory Board will guide the proper development, approval, and execution of the operation of ECTAC.

Advisory Board Members:

The Advisory Board will be composed of five (5) administrators that are representative of small, medium, and large school districts comprising the organization. Board members receive no compensation for their services. The number of Board members may be increased by vote of the general membership but will never be less than five (5).

Election and Term of Advisory Board Members:

Election of Advisory Board members will occur prior to the first meeting of the fiscal year. Board members will be elected by a simple majority vote of the membership. The terms are for two (2) years.

Vacancies will be filled by simple majority vote of the membership for the unexpired term. A Board member elected to fill a vacancy will be elected for the unexpired term of his/her predecessor in office and will serve until his/her successor is elected.

A Board member may be removed by a simple majority vote of the membership, at any regularly scheduled or special meeting of the membership, whenever in its judgment the best interests of the organization would be served thereby.

A Board member may resign from the Board at any time by giving notice in writing to the Board at least thirty (30) days before such resignation. No acceptance of such resignation will be necessary to make it effective.

Quorum of the Advisory Board:

A simple majority of the Advisory Board members will constitute a quorum for the transaction of business. The act of a simple majority of Advisory Board members present at a meeting at which a quorum is present will be the act of the Board. Each Advisory Board member will have one vote and no proxy will be allowed.

Meetings of the Board:

An annual meeting will be held once a year at a time and location set by the Advisory Board, with additional meetings scheduled as needed. Minutes of the meetings will be shared with general membership.

Action may be taken by the Advisory Board without a meeting if a simple majority of the Board members consent in writing through fax, mail, or by electronic mail to the action. Such actions will be filed with the Board minutes.

Absence of Board Members:

Each Board member is expected to communicate in advance of all Board meetings stating whether or not he/she is able to attend or participate by conference telephone or other agreed-upon means of communication. Any Board member who is absent from three (3) successive Board meetings will be deemed to have resigned due to non-participation, and his/her position will be declared vacant, unless the Board affirmatively votes to retain that member.

Fiscal Year:

The fiscal year of the organization will be aligned July 1 to June 30.

Fiscal Agent:

The School Board of Seminole County, Florida, (SBSC) is the fiscal agent for ECTAC. All employees of ECTAC are employees of SBSC. The interview committees for vacant ECTAC positions will have representation from an ECTAC member district.

Travel will be approved by the fiscal agent to ensure ECTAC staff travel to member districts as well as attend events, meetings, and/or conferences that will benefit the purpose of ECTAC.

SBSC assures that the operation of ECTAC will be excluded from any freeze on vacant positions or travel restrictions that might be imposed by SBSC due to budget shortfalls.

SBSC will charge the ECTAC budget an administrative fee equal to the SBSC approved indirect cost rate. Any additional administrative charges must be requested through and approved by the ECTAC Advisory Board. Other than the administrative fee described above, the ECTAC budget will be used solely for ECTAC purposes. ECTAC will provide an annual budget report to ECTAC member districts.

Agreement:

An agreement for ECTAC services will be executed annually with ECTAC member districts. The agreement will include attachments of the description of services and operating procedures.

Website:

An ECTAC website will be established and maintained to provide school districts with information that will facilitate the implementation of Title I program services.

Representation in State and National Organizations, Committees, and Meetings:

The ECTAC staff will represent ECTAC member districts in state and national organizations, committees, and meetings as appropriate.

EAST COAST TECHNICAL ASSISTANCE CENTER (ECTAC)

ECTAC provides technical assistance to a collaborative network of school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA).

These selective programs include:

TITLE I IMPROVING THE ACADEMIC ACHIEVEMENT OF THE DISADVANTAGED

PART A Improving Basic Programs Operated by Local Education Agencies

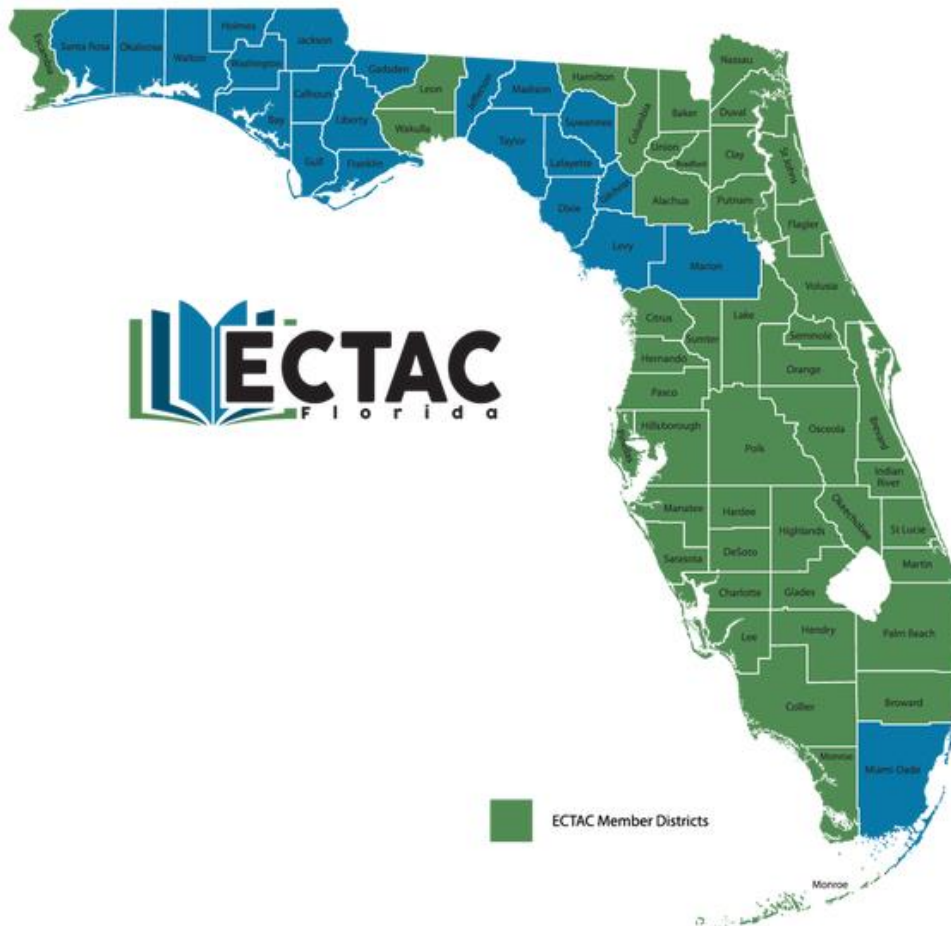
PART C Education of Migratory Children

PART D Prevention and Intervention Programs for Children and Youth who are Neglected , Delinquent, or At-Risk

Other ESEA funded programs that interact with Title I.

ECTAC MEMBER DISTRICTS

In the 2017-2018 school year, the ECTAC consortium served most of Florida’s school districts. ECTAC member districts are denoted in green in the map below.



ECTAC SERVICES

- Quarterly Meetings and Professional Development:
 - Administrators - often includes national level guest speakers and experts in Education and Federal Programs, including Finance. Meetings also offer professional development speakers, presentations and activities in Family Engagement and Instruction
 - Family Engagement Team - Activities and discussion centering around best practices in Family Engagement, along with presentations from experts in the field. Guest Speakers have included Karen Mapp, Anne Henderson and Maria Paredes
 - Plan, Review, Implement, Monitor, Evaluate (PRIME) - continuous cycle of improvement for Federal Programs
- Assistance with the development of Federal Programs and the application processes
- Research, Conference Calls, and Discussions on district specific questions (Early Childhood Initiatives, Private Schools, Family Engagement, Progress Monitoring, etc.)
- Title I monitoring assistance:
 - Electronic and phone support
 - Onsite documentation review (district and school level) and mock monitoring interviews at Title I schools
 - Review of school budgets and expenditures for rank and serve monitoring
 - Annual comprehensive needs assessment (ESEA section 1114(b)). The SDIRC Board-approved School Improvement Plan (SIP) is the vehicle for this comprehensive planning that is designed to increase student achievement. The Florida Department of Education website <http://schoolgrades.fldoe.org> contains a historical perspective of the state-released district and school grades. The District-created school report cards illustrate a multi-metric view of the schools' and district's progress
- Every Student Succeeds Act (ESSA) Guidance -Updates as necessary and at Quarterly Meetings
- Communication with the United States Department of Education (USED) and FDOE on behalf of ECTAC members
- Access to Technical Assistance and Program Evaluation pages of ECTAC website
- Access to a network encompassing approximately 2/3 of Florida school districts; the ability to send questions to other members through ECTAC communications. Responses are collected, organized and sent to members.
- Printed Resources- some examples include:
 - ECTAC Title I Handbook
 - Beyond the Bake Sale (Anne Henderson)
 - A Dual Capacity Framework for Family-School Partnerships
 - Current versions of ESSA, UGG, Federal Regulations
- School visits by ECTAC members to high achieving Title I schools through the Exceeding Expectations Project
- Representation at state and national conferences, meetings and workshops
- Please also refer to Exhibit A - ECTAC Technical Assistance Services - of the 2018-2019 ECTAC Contract.

RESULTS OF ECTAC MEMBERSHIP

- As a result of the training and technical support provided by the ECTAC consortium in the management of the District's Title I federal program, the School District of Indian River County has avoided any audit findings during the annual Federal Audit conducted by the State of Florida's Auditor General. There have been no findings made regarding the District's Title I program on the Federal Schedule of Findings and Questioned Costs.
- In addition, as a result of having no findings through the audit of its federal programs, the District is considered to be a "low risk auditee" by the State of Florida Auditor General.
- The School District of Indian River County has also been able to avoid any audit findings associated with District-managed Title I project as evidenced by the Florida Department of Education Bureau of Federal Education Programs annual ESEA Monitoring.
- The ETAC consortium also keeps the lines of communication open to district staff on any impending federal or state legislation which would impact the funding levels of our federal programs.



**STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN PROVIDER
CONTRACT
FORM OEL-VPK 20**

I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this 1st day of July, 2018, by and between the Early Learning Coalition of ELC of Indian River, Martin, Okeechobee (herein referred to as "COALITION"), and SCHOOL DISTRICT OF INDIAN RIVER COUNTY (herein referred to as "PROVIDER"), with its principal offices located at 6500 57th Street Vero Beach, FL 32967.

- a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school Voluntary Prekindergarten (VPK) Education Program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.
- b. **Multiple Private Provider Locations.** If PROVIDER is executing a single Contract on behalf of multiple private VPK provider sites within COALITION's service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.

2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the VPK Program. Payment is not conveyed to PROVIDER through this Contract. Instead, PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the VPK Program. This Contract is to engage an eligible provider to provide VPK services to eligible VPK children. PROVIDER will receive payment based on Legislative appropriations, the Office's Uniform Attendance Policy for Payment (Rule 6M-8.204, Florida Administrative Code (F.A.C.)), and a child's attendance certified by the parent and provider (Rule 6M-8.305, F.A.C.).

3. **Term.** This Contract applies to the 2018 - 2019 VPK program year. PROVIDER shall offer a school-year program and/or a summer program. This Contract begins on 07/01/2018, or on the date on which the Contract is signed and dated by the last party required to sign the Contract, whichever occurs last, and expires upon completion of the VPK instructional hours and completion of the requirements outlined in this Contract or termination of this Contract under Section XI.

A school-year VPK program shall be 540 instructional hours and a summer VPK program shall be 300 instructional hours. In the event there is a transfer of ownership before all instructional hours are completed, PROVIDER may schedule only the remaining instructional hours of the program for the VPK class(es) previously enrolled under the prior ownership.

4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for VPK program services before this Contract is fully executed by both parties or after expiration of the Contract.

5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the VPK program and that PROVIDER and COALITION will be bound by the same:
- Chapter 1002, Florida Statutes (F.S.);
 - Chapter 6M-8, Florida Administrative Code (F.A.C.); and
 - Rules 6A-1.09433 & 6A-6.03033, F.A.C.
6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity. A change in ownership requires execution of a new contract. In the event of a change of ownership, sale, sale of assets, conveyance of ownership or other transfer of ownership interest, the provider shall notify the coalition no later than 30 calendar days prior to the transfer of ownership.

II. PROVIDER ELIGIBILITY

7. **General Eligibility.**

a. Provider Type. To be eligible to deliver the VPK Program, PROVIDER must be either a public school or a private provider (a licensed child care facility, a licensed family day care home, a licensed large family child care, a non-public school exempt from licensure, or a faith-based child care provider exempt from licensure).

A charter school that includes VPK in its charter is a public school and shall only execute this Contract with the approval and oversight of the school district. A charter school that does not include VPK in its charter must meet the requirements to be a private provider to be eligible to deliver the VPK Program.

Check the box to indicate PROVIDER's type:

A public school (Form OEL-VPK 20PS must be completed as an authorized attachment to this Contract.)

A private provider (Form OEL-VPK 20PP must be completed as an authorized attachment to this Contract.)

b. Eligibility pursuant to s. 1002.91(5), F.S. PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.

c. Eligibility pursuant to s. 1002.91(7), F.S. PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

d. Eligibility pursuant to the successful completion of terms of prior contract. PROVIDER agrees to successfully complete corrective action due to noncompliance determinations from a prior Contract, as applicable, for the duration of this Contract.

8. **Required Forms.** PROVIDER certifies that it has registered with COALITION on forms prescribed by the Office of Early Learning, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION in accordance with the notification requirements in Paragraph 63 of any change in the information submitted on those forms. Changes implemented by PROVIDER prior to notification to COALITION that fail to comply with all VPK qualifications and requirements shall result in financial consequences referenced in Paragraph 51 and corrective action referenced in Paragraph 53.

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

9. **Child Enrollment.** PROVIDER agrees to enroll eligible children for the VPK Program only with authorization from COALITION. PROVIDER agrees to obtain and complete, with parent, an eligibility certificate form (Form OEL-VPK 02 or Form OEL-VPK 04). In the event that PROVIDER has multiple locations, PROVIDER may only change the location where the child is served in accordance with the reenrollment requirements established in Rule 6M-8.210, F.A.C.
10. **Adherence to Requirements.** PROVIDER agrees to deliver the VPK Program in accordance with all of the requirements which are set forth in applicable statutes, rules, and this Contract.
11. **Assessment.** PROVIDER agrees to implement the Voluntary Prekindergarten pre- and post-assessment in accordance with s. 1002.67(3), F.S., and rules 6A-1.09433 and 6M-8.620, F.A.C. Individuals administering the pre- and post-assessment shall meet the qualifications established in rule. PROVIDER must register each year to access the Bright Beginnings website at <https://brightbeginningsfl.org/Register.aspx>. If PROVIDER does not have a provider ID, the PROVIDER shall request one by going to <https://brightbeginningsfl.org/RequestAssistance/RequestAssistance.aspx>, and entering the required information. The PROVIDER shall order pre- and post-assessment materials as needed and submit assessment scores by logging into the Bright Beginnings website by the deadlines established in rule which are based on the PROVIDER's VPK class schedule approved by the COALITION. VPK child assessment records shall be maintained in accordance with Paragraph 33 of this Contract.
12. **Curricula.** PROVIDER agrees that it will implement curricula to deliver VPK Program instruction which:
- a. Are developmentally appropriate;
 - b. Are designed to prepare children for early literacy;
 - c. Enhance the age-appropriate progress of children in attaining each of the performance standards approved for use in VPK; and
 - d. Prepare children to be ready for kindergarten.
13. **Required Parent Information.** PROVIDER agrees that PROVIDER will provide a copy of its attendance policy to the COALITION before contract execution and to the parent of each child at the time the child is admitted into PROVIDER's VPK Program. The PROVIDER may adopt its own, but in accordance with s. 1002.71, F.S., the attendance policy must require parents to verify each month, the child's attendance on forms prescribed by the Office of Early Learning in Rule 6M-8.305, F.A.C. PROVIDER agrees to not amend its VPK program attendance policy for the duration of this Contract.
14. **Fees Prohibited.** PROVIDER agrees that, in accordance with s. 1002.71(8)(a), F.S., PROVIDER shall not require payment of a fee or charge for services provided for a child in the VPK Program during instructional hours reported for funding. PROVIDER shall not require a fee or payment as a condition of enrollment or participation in the VPK Program.

15. **Supplemental Services.** PROVIDER agrees that, in accordance with section 1002.71(8)(b), F.S., PROVIDER shall not require a child to enroll for, or require the payment of any fee or charge for, supplemental services (e.g., “extended-day,” “extended-year,” “wrap-around,” or “full-day” services) as a condition of admitting the child in the VPK Program. PROVIDER agrees to schedule all VPK hours offered for any VPK class so that parents are not constructively required to enroll child in supplemental services or pay any fee or charge (e.g., scheduling instructional hours in a day with a break in instructional time, for which parents would be required to pay for supplemental services for care).
16. **Parent Not Responsible for Financial Consequences.** PROVIDER agrees that, if PROVIDER does not receive payment from COALITION for offering VPK Program instruction to a child, PROVIDER shall not require the child’s parent to pay for the services.
17. **Instructor Requirements.** PROVIDER agrees that at all times each of its VPK instructor(s) and substitute instructor(s):
 - a. Has provided documentation to be maintained in the files of PROVIDER and COALITION documenting that the individual has undergone a Level 2 background screening within the previous five (5) years in accordance with section 435.04, F.S., including a federal (Federal Bureau of Investigation) and state (Florida Department of Law Enforcement) screening which demonstrates that the individual is not ineligible to act as a VPK instructor;
 - b. Is eligible to be employed as a VPK instructor in accordance with section 435.06, F.S.;
 - c. Is not ineligible to teach in a public school because his or her educator certificate is suspended or revoked;
 - d. Is qualified to act as a VPK instructor or substitute in accordance with sections 1002.55, 1002.61 and 1002.63, F.S.
18. **VPK Class Staffing.** PROVIDER agrees to maintain proper staffing as required by VPK statutes. A properly credentialed instructor must be present for all VPK classes. For school-year classes that are composed of 12-20 children, an additional adult instructor must be present who is eligible to work in the VPK provider’s setting. The VPK class size shall not exceed the approved capacity of the physical space where instruction is provided.
19. **Substitute Instructors.** PROVIDER agrees that substitute instructors who meet the requirements of Rule 6M-8.410, F.A.C. may replace a lead VPK instructor, when the VPK lead instructor is not present at the facility. The time that any substitute instructors that do not meet the credentials of a lead instructor may replace a lead instructor is limited to 30 percent of the VPK Program’s total instructional hours in a VPK class.
21. **Prohibited Forms of Discipline.** In accordance with s. 1002.55(5), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.
22. **Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(n), F.S., as available, to submit information and updates regarding the VPK Program. The PROVIDER shall execute this Contract on the Provider Portal found on <https://providerservices.floridaearlylearning.com>.

23. **VPK Logo.** PROVIDER may use the registered VPK logo in conjunction with the operation of the VPK program in advertisements, letterhead, educational and promotional materials. PROVIDER agrees to comply with the VPK Logotype Usage and Brand Guidelines (Form OEL-VPK 20B) and must cease use of the VPK logo once services under this contract are suspended or terminated. Form OEL-VPK 20B can be found at the following web address:
http://www.floridaearlylearning.com/sites/www/Uploads/files/Providers/VPK/VPK%20Guidelines_PDF_ADA.pdf

24. **Provider Deliverables**

Deliverable	Provider Type	Task and Activities	Due Date
VPK instructional hours; 540 for school year programs and/or 300 for summer programs	Private and Public	Child enrollment activities per paragraph 9	For the term of this Contract
		Implementation of curricula per the requirements in paragraph 12	
		Instructor Requirements per paragraphs 17-19	
VPK Child Attendance	Private and Public	Completion of Child Attendance and Parental Choice Certificate forms (OEL-VPK 03S and OEL-VPK 03L) per paragraph 37	Monthly
		Monthly Certification of Child Attendance by Provider per paragraph 43	
		Certification of annual cumulative child attendance per paragraph 41	
Information change notification	Private and Public	Compliance with notification requirements per paragraph 63	See paragraph 63
Liability insurance notification	Private	Notification of cancellation of changes to general liability coverage	Within 10 calendar days of cancellation or changes to general liability coverage
Implementation of VPK pre- and post-assessment	Private and Public	Administration of Assessment Period One items per paragraph 11	Within the first 30 calendar days of the VPK class schedule

		Submission of Assessment Period One data the per paragraph 11	No later than first 45 calendar days of the VPK class schedule
		Administration of Assessment Period Three items per paragraph 11	Within the last 30 calendar days of the VPK class schedule
		Submission of Assessment Period One data the per paragraph 11	No later than 15 calendar days after the last day of the VPK class schedule

IV. COALITION RESPONSIBILITIES

25. **Forms Approved.** COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER has completed the forms, meeting necessary requirements established in ss. 1002.55(3)(h), 1002.61(8), or 1002.63(8), F.S., as applicable.
26. **Technical Assistance.** COALITION will offer technical assistance for providers on probation. The technical assistance will be designed to facilitate the development and implementation of an improvement plan. The technical assistance will be offered in a manner and schedule prescribed by the coalition or school district.
27. **Child Eligibility.** COALITION has the responsibility for determining the eligibility of children enrolling in the VPK Program. COALITION will issue a *child certificate of eligibility* (Form OEL-VPK 02), as described in Rule 6M-8.201, F.A.C. or a *certificate of eligibility for reenrollment* (Form OEL-VPK 04), as described in Rule 6M-8.210, F.A.C., for each eligible child who's parent applies for the VPK program or a reenrollment through the Family Portal.
28. **Limitations on Authority.** COALITION shall not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant to Chapter 1002, F.S.

V. MONITORING, AUDITING, AND ACCESS

29. **Monitoring.** PROVIDER understands that the provisions of this Contract are required to fulfill its obligation to offer the VPK Program, and that COALITION or school district (as applicable) will monitor PROVIDER for compliance with the requirements of offering the VPK Program.
30. **Physical Access.** PROVIDER agrees to allow the Office of Early Learning and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the VPK Program during normal business hours.

31. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Office of Early Learning to inspect and copy records pertaining to the VPK Program during normal business hours and upon request by COALITION or the Office of Early Learning.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

32. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family records. Information associated with the VPK Program shall only be made available in accordance with the restrictions of s. 1002.72, F.S. For the purposes of records of children enrolled in the VPK Program, this Contract is considered an interagency agreement for the purpose of implementing the VPK Program as described in s. 1002.72 (3)(a), F.S. Accordingly, to the extent that PROVIDER receives VPK records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.72, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.72, F.S.
33. **Record Maintenance.** PROVIDER agrees to maintain records, including enrollment and attendance records for children funded by the VPK Program; records of each VPK child, VPK instructor, substitute instructor, or VPK director; and other fiscal records for audit purposes for a period of five (5) years from the date of the last payment for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
34. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the VPK Program before the conclusion of the retention period for VPK records as described in Paragraph 33, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the VPK Program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all VPK records required to be maintained under Paragraph 33 to COALITION no later than the close of business on the day PROVIDER ceases to offer the VPK Program. Failure to remit all VPK records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

VII. COMPENSATION AND FUNDING

35. **Notification of Enrollment.** PROVIDER agrees that it will notify COALITION upon admitting a child to PROVIDER's VPK Program class in accordance with the procedures of COALITION and the rules of the Office of Early Learning. PROVIDER understands that it may be ineligible to receive payment if PROVIDER does not notify COALITION that the child has been admitted in accordance with the rules of the Office of Early Learning. PROVIDER agrees that PROVIDER may not receive payment for VPK instruction for a child who has not been determined eligible for enrollment in the VPK Program.
36. **Attendance Documentation.** PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each child admitted to PROVIDER's VPK Program class(es) in accordance with rules of the Office of Early Learning. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes.
37. **Parent Attendance Certification.** PROVIDER agrees to require that the parent of each child in the VPK Program verify, each month, the child's attendance on the prior month's certified child

attendance, in accordance with the requirements of s. 1002.71(6)(b)2., F.S. PROVIDER agrees to maintain the Child Attendance and Parental Choice Certificates (Forms OEL-VPK 03L or OEL-VPK 03S) which have been signed each month by a parent for each child admitted into PROVIDER's VPK Program class(es) in accordance with the rules of the Office of Early Learning.

38. **Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive VPK reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit, however the reimbursement may be delayed up to 21 calendar days should the PROVIDER choose to opt out.
39. **Payment Rate.** PROVIDER understands that payments for each child may not exceed the amount of funding for one full-time equivalent (FTE) student, as established by the Florida Legislature, except for extreme hardship reenrollment circumstances described in Rule 6M-8.210, F.A.C. The amount of funding for one FTE student is calculated by multiplying the base student allocation provided in the General Appropriations Act by the county's district cost differential. The formula for FTE calculation is subject to revision by the Legislature during the course of the program year.
40. **Advance Payment Option.** PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Office of Early Learning. PROVIDER further understands that PROVIDER may elect to receive monthly advance payments based on the number of children enrolled in the PROVIDER's VPK Program class(es) by checking the following box:
- PROVIDER elects to receive monthly advance payments and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Office of Early Learning.
41. **Final Payment.** PROVIDER understands that COALITION will not issue a final payment to PROVIDER for the VPK program year until PROVIDER certifies the annual cumulative attendance of each child enrolled in PROVIDER's VPK Program in accordance with the rules of the Office of Early Learning.
42. **Overpayment.** PROVIDER agrees that, if the end-of-year reconciliation of payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the overpayment is fully offset, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts.
43. **Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance certification in accordance with Rule 6M-8.305, F.A.C., for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the 3rd business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next payment cycle.

44. **Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
45. **Closures.** PROVIDER agrees compensation for temporary closures will be handled in accordance with Office of Early Learning Rule 6M-8.204(5), F.A.C.
46. **Disallowed Costs.** PROVIDER understands expenditures submitted for reimbursement shall be disallowed if PROVIDER does not adhere to the provisions governing the VPK Program as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the VPK Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts and fraud restitution.
47. **Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))
48. **Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use "Federal funds to supplement, [but] not [to] supplant non-Federal funds." (20 U.S.C., s. 6314(a)(3)(B))

VIII. PROVISIONS FOR PROVIDER PROBATION

49. **Readiness Rates.** PROVIDER understands that, in accordance with s. 1002.69(5), F.S., the Office of Early Learning will annually issue kindergarten readiness rates to each PROVIDER. PROVIDER understands that if it, or any of its providers listed in Exhibit 1, receives a kindergarten readiness rate which falls below the minimum readiness rate established by the Office of Early Learning, in accordance with s. 1002.67(4)(c)1., F.S., PROVIDER or any of its PROVIDERS listed in Exhibit 1 will be placed on probation and must submit an improvement plan and/or annual progress report for approval to either the school district or COALITION in accordance with rules adopted by the Office of Early Learning or be removed from eligibility to offer the program type for five (5) years. In the event that PROVIDER fails to meet the minimum readiness rate for a program type (school-year or summer) three consecutive times, in accordance with s. 1002.67(4)(c)3, F.S., PROVIDER will be removed from eligibility to offer the program type for five (5) years unless PROVIDER is granted a good cause exemption by the Office of Early Learning. If a PROVIDER is removed from summer eligibility, then this Contract is considered void for that PROVIDER's summer program type of the program year.
50. **Probation.** PROVIDER understands that in accordance with s. 1002.67(4)(c)2, F.S., PROVIDER on probation must continue the corrective actions in its improvement plan, including the use of an approved curriculum or a staff development plan, until PROVIDER meets the readiness rate. Failure to do so will result in the termination of PROVIDER's contract and the PROVIDER losing eligibility to deliver the VPK Program for five (5) years.

IX. FINANCIAL CONSEQUENCES

51. **Financial Consequences.** As a result of PROVIDER's failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this Contract, or terminate the Contract.

X. NONDISCRIMINATION

52. **Discrimination Prohibited.** PROVIDER agrees to comply with the antidiscrimination requirements of 42 U.S.C. s. 2000d, regardless of whether PROVIDER receives federal financial assistance. PROVIDER agrees not to discriminate against a parent or child, including the refusal to admit a child for enrollment in the VPK Program, in violation of the antidiscrimination requirements.

XI. TERMINATION AND NONCOMPLIANCE

53. **Noncompliance Determination and Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the VPK Program as described in paragraph 5. or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. ("Corrective action" means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 60. Upon determining that the PROVIDER has completed the corrective action, the COALITION shall notify the PROVIDER in writing. If the PROVIDER has not satisfactorily implemented its corrective actions by the end of this Contract, the PROVIDER will still be held accountable for implementing the remainder of the corrective actions if the PROVIDER remains eligible to deliver VPK and executes a new contract with the COALITION.

54. **Termination for Cause.**

a. Basis of Termination for Cause. PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; (b) The material failure to comply with one or more of the terms of this Contract, including failure to implement corrective action; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 59.

b. Notice of Termination for Cause. In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 60. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

- 55. Emergency Termination.** COALITION must immediately terminate this Contract on an emergency basis upon a notification by the Department of Children and Families (DCF) or local licensing agency or accreditation body actions or inactions of a PROVIDER that pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's emergency termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 60.
- 56. Revocation of Eligibility.**
- a. In accordance with s. 1002.67(4)(b), F.S., if PROVIDER's Contract is terminated under paragraph 54 or 55, COALITION may revoke PROVIDER's eligibility to deliver the VPK Program for a period of five (5) years. The only statutorily authorized period of revocation is for five (5) years (s.1002.67(4), F.S.). In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under the contract with the COALITION, and whether the PROVIDER had previously violated the terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.
- b. The PROVIDER agrees that in the event that this contract is terminated under the provisions of paragraphs 54 or 55, and the PROVIDER's eligibility is not revoked for a period of five (5) years under paragraph 56 part a, the parties may not enter into another contract for VPK services for the remainder of the contract term of this contract.
- 57. Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given at least thirty (30) calendar days before the termination date in order for the COALITION to make alternative arrangements for uninterrupted services for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER. If PROVIDER unilaterally terminates this Contract during the pendency of an inquiry due to suspected noncompliance with part V or part VI of chapter 1002, of the Florida Statutes or chapter 6M-4, 6M-8, or rules 6A-1.09433 and 6A-6.03033, F.A.C., the COALITION may revoke the PROVIDER'S eligibility to offer the VPK program for a period of 5 years in accordance with s. 1002.67(4) and 1002.88(2), F.S. if the noncompliance is upheld by the early learning coalition review committee.
- 58. Legislative Appropriation.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of

termination of this Contract under this paragraph, PROVIDER shall be paid for the documented VPK hours completed prior to termination of this Contract.

59. Fraud.

a. Suspension for Suspected Fraud. In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the VPK Program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 60. This review shall be limited to a determination of whether the COALITION has reasonable belief fraud occurred. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

b. Termination for Fraud. In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of 5 years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.

c. Termination for National Disqualification. In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

60. Due Process Procedures. PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 2, Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.75(1), PROVIDER may not offer any VPK Program services while a request for a review regarding termination of PROVIDER's VPK Statewide Contract is being examined.

61. Severability of Provider Location. If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section XI of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit I to indicate which location(s) previously part of this Contract has been removed by striking through the location(s), initialing and dating in the "official use only" column. COALITION shall provide a copy of Exhibit 1 showing any stricken locations to PROVIDER. This Contract will remain in force and effect as to all locations in Exhibit 1 which are not stricken.

62. Litigation and Venue. In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that

any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

XII. NOTIFICATION

- 63. Information Change Notification.** PROVIDER agrees that it will comply with each of the following notification requirements:
- a. Providing notice of class transfers of children at the same provider location within fourteen (14) calendar days;
 - b. Providing notice of changes to information provided on Forms OEL-VPK 10, OEL-VPK 11A, and OEL-VPK 11B within fourteen (14) calendar days after the information changes in accordance with Rule 6M-8.300, F.A.C.;
 - c. Submitting documentation demonstrating temporary closure by the close of business on the first day that a closing occurs and submitting documentation demonstrating subsequent reopening within two (2) business days after reopening;
 - d. Providing notice and documentation specifying reasons for dismissal of children within fourteen (14) calendar days;
- 64. CCR&R Participation.** PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral (CCR&R) Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information. This information may be provided in the Provider Portal.
- 65. Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is a named party or defendant that relates to PROVIDER's operation of VPK services.
- 66. Notification of Disqualification or Public Assistance Fraud.**
- a. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.
 - b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

XIII. INDEMNIFICATION

67. **Indemnification.** PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, Office of Early Learning and all of their officers, directors, agents, contractors, subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors or employees' acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. If PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), this paragraph is limited to the extent permitted by s. 768.28, F.S.

XIV. SEVERABILITY

68. **Severability.** If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XV. AMENDMENTS

69. **Only Authorized Amendments.** Only authorized attachments, amendments, or supplements to this Contract are authorized or permitted including those specifically incorporated by reference in this form, such as Exhibit 1, Provider Location List; Exhibit 2, Due Process Procedures; Form OEL-VPK 20A, Amendment to the Statewide Voluntary Prekindergarten Provider Contract; and Form OEL-VPK 20PP or Form OEL-VPK 20PS, as described in paragraph 7.

XV. EXECUTION OF CONTRACT

In accordance with ss. 1002.55(3)(i), 1002.61(3)(b), and 1002.63(3)(b), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the VPK Program, which include the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section XI.

Warranty of Authority. Each person signing this contract warrants that he or she is dually authorized to do so and to bind the respective party to the contract.

Shawn G Frost Mr. Shawn Frost
 Signature of President/Vice President/ Secretary/Officer/Owner/Principal/or Other Authorized Representative Print Name

By Electronic Signature
Chairman, District School Board 6/26/18
 Title of Indian River County Date

Mark Rendell Dr. Mark Rendell
 Provider's Additional Signatory (If required by the Provider) Print Name

By Electronic Signature
Superintendent of Schools, 6/26/18
 Title Indian River County Date

 Provider's Additional Signatory (If required by the Provider) Print Name

By Electronic Signature

 Title Date

COALITION has caused this Contract to be executed as of the date set forth in Paragraph 1.

 Signature of Authorized Coalition Representative Print Name

By Electronic Signature

 Title Date



**STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN PROVIDER
CONTRACT
FORM OEL-VPK 20**

Exhibit 1: Provider Location List

Provider Legal Name: SCHOOL DISTRICT OF INDIAN RIVER COUNTY

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit “Not Applicable” in the box below.

Not Applicable

If PROVIDER is a school district executing a single Contract on behalf of multiple public school VPK providers or if PROVIDER is executing a single Contract on behalf of multiple private VPK sites within COALITION’s service area, PROVIDER shall complete a Provider Location List in a table format with the following columns:

- A. Location Number (optional)
- B. Location Legal Name
- C. Doing Business As Name (if applicable)
- D. Physical Address
- E. Employer Identification Number (EIN)
- F. School Year (Y/N)
- G. Summer (Y/N)
- H. Official Use Only (for coalition use)

If COALITION determines a location to be ineligible to offer the VPK Program, COALITION will mark which program type, school year (SY) or summer (S) is ineligible and date titled “Official Use Only” under the location and send a revised copy to PROVIDER.

Exhibit 2: Due Process Procedures

Provider Legal Name: SCHOOL DISTRICT OF INDIAN RIVER COUNTY

1. Purpose of Exhibit. Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.

2. Request for Review Hearing. If a provider disputes any action taken by the Coalition pursuant to the terms of the Statewide Voluntary Prekindergarten Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the Coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.

a. Content of Request for Review Hearing. The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.

b. Request Time. The provider's request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.

c. Supporting Documentation. The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.

3. Implementation of Review. If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.

a. Assignment of Review Hearing Committee. Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. At least one of the members must be a mandatory member as set forth in section 1002.83(4) and at least one other member shall be one of the provider representative members. If no provider representative is available to participate, a waiver is possible if documented in the deliberations of the review hearing committee.

b. Response to Request for Review Hearing. Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

c. Date and Location Selection. Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.

d. Conducting the Review Hearing. The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.

e. Notice of Review Hearing Committee Decision. Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The decision of the Review Hearing Committee is final. In its' deliberations, the Review Hearing Committee must determine:

- i. If the determination made by the Coalition was correct, in whole or in part, or incorrect.
- ii. If no part of the determination made by the Coalition was correct, then the provider is not required to take further action.
- iii. If any part of the determination made by the Coalition is correct, the Committee must identify the portion(s) determined to be correct and as applicable, decide:

- A. If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s); or
- B. If the provider's eligibility to offer the Voluntary Prekindergarten Education Program will be terminated, the date of termination.

f. Notice of Review Hearing Conclusion. The Chair of the Review Hearing Committee shall ensure a written notice of the review hearing conclusion is prepared. The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. The dates for either corrective action to be completed, or termination of eligibility to offer the Voluntary Prekindergarten Education Program shall be included in the notice. The Chair of the Review Hearing Committee shall approve the notice and ensure it is made public within ten business days of the conclusion of the Review Hearing.



**STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
PUBLIC SCHOOL ATTACHMENT FORM OEL-VPK 20PS**

I. PARTIES AND TERMS OF CONTRACT ATTACHMENT

1. **Parties.** This document is executed as an Attachment to the Contract made and entered into the 1st _____ day of July _____, 2018 _____, by and between the Early Learning Coalition of ELC of Indian River, Martin, Okeechobee (herein referred to as "COALITION"), and SCHOOL DISTRICT OF INDIAN RIVER COUNTY (herein referred to as "PROVIDER"), with its principal offices located at 6500 57th Street Vero Beach, FL 32967.
2. **Provider Type.** This attachment is designed for use by public school districts and/or public schools. If a VPK site under this Contract is a charter school, the COALITION shall confirm that VPK is in its charter before use of this attachment.

II. PUBLIC SCHOOLS

3. **Monitoring Assurance.** The school district certifies that it will ensure each public school PROVIDER complies with statute, rules and this Contract and certifies that it will require corrective action plans from each public school PROVIDER upon failure to comply with the terms of statute, rule or this Contract. The school district may choose to designate COALITION to monitor its public school VPK providers if agreed upon by COALITION.

PROVIDER is a (check one):
 Public school district which chooses to monitor its public school VPK providers.
 Public school district which designates COALITION to monitor its public school VPK providers.
4. **Summer Funding.** Each district's funding for the summer program shall be modified from the terms of Paragraph 2 of the Contract (Form OEL-VPK 20) in accordance with s. 1002.71 (3)(d), F.S.
5. **Transportation funding.** A student enrolled in the VPK Program may not be reported under s. 1011.68, F.S. for student transportation funds.
6. **School District Authorization.** An authorized school district representative must be a signatory of this Contract.

Exhibit 1: Provider Location List Attachment

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

Provider Legal Name: _____

Location Number	Location Legal Name	Doing Business As Name	Physical Address	Employer ID Number (EIN)	School Year	Summer	Official Use Only
16087	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Dodgertown Elementary	4350 43RD AVE VERO BEACH, FL 32967-1075	596000673	<input checked="" type="checkbox"/> School Year	<input type="checkbox"/> Summer	
16088	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Fellsmere Elementary	50 N CYPRESS ST FELLSMERE, FL 32948-6612	596000673	<input checked="" type="checkbox"/> School Year	<input type="checkbox"/> Summer	
16089	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Glendale Elementary	4940 8TH ST 1426 19TH ST VERO BEACH, FL 32968-1121	596000673	<input checked="" type="checkbox"/> School Year	<input type="checkbox"/> Summer	
16090	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Indian River Academy	500 20TH ST SW VERO BEACH, FL 32962-7136	596000673	<input checked="" type="checkbox"/> School Year	<input type="checkbox"/> Summer	
16093	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Pelican Island Elementary	1355 SCHUMANN DR SEBASTIAN, FL 32958-6269	596000673	<input checked="" type="checkbox"/> School Year	<input type="checkbox"/> Summer	
16097	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Vero Beach Elementary	1770 12TH ST VERO BEACH, FL 32960-3731	596000673	<input checked="" type="checkbox"/> School Year	<input type="checkbox"/> Summer	
					<input type="checkbox"/> School Year	<input type="checkbox"/> Summer	
				596000673	<input type="checkbox"/> School Year	<input type="checkbox"/> Summer	

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4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for SR Program services performed before this Contract is fully executed by both parties or after expiration of the Contract.
5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the SR Program and that PROVIDER and COALITION will be bound by the same:
 - 42 U.S.C. §9858, et seq.;
 - 45 C.F.R. §98;
 - 45 C.F.R. §99;
 - Chapter 1002, Florida Statutes;
 - Chapter 6M-4, Florida Administrative Code; and
 - Chapter 6M-9, Florida Administrative Code.
6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity. A change in ownership requires execution of a new contract. In the event of a change of ownership, sale, sale of assets, conveyance of ownership or other transfer of ownership interest, the provider shall notify the coalition no later than 30 calendar days prior to the transfer of ownership.

II. PROVIDER ELIGIBILITY

7. General Eligibility

- a. **Provider Type.** To be eligible to deliver the School Readiness Program, PROVIDER must be one of the provider types identified in section (s.) 1002.88(1)(a), F.S., listed below.

Check the box to indicate PROVIDER's type:

- A child care facility licensed under s. 402.305, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)
- A family day care home licensed or registered under s. 402.313, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)
- A large family child care home licensed under s. 402.3131, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)
- A public school or nonpublic school exempt from licensure under s. 402.3025, F.S. (Form OEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)
- A faith-based child care provider exempt from licensure under s. 402.316, F.S. (Form OEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)
- A before-school or after-school program described in s. 402.305(1)(c), F.S.

For a licensed before-school or after-school program described in s. 402.305(1)(c), F.S., Form OEL-SR 20L must be completed as an authorized attachment to this Contract.

For a license exempt or programs that are not required to be licensed as described in Rule 65C-22.008, F.A.C., before-school or after-school program described in s. 402.305(1)(c), F.S., Form OEL-SR 20LE must be completed as an authorized attachment to this Contract.

An informal child care provider to the extent authorized in the state's Child Care and Development Fund Plan as approved by the United States Department of Health and Human Services pursuant to 45 C.F.R. s. 98.18. (Form OEL-SR 20FFN is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

- b. Eligibility pursuant to s. 1002.91(5), F.S.** PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.
- c. Eligibility pursuant to s. 1002.91(7), F.S.** PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.
- d. Eligibility pursuant to the successful completion of terms of existing corrective action plans or probation.** PROVIDER represents that PROVIDER agrees to successfully complete previous corrective action or terms of probation due to noncompliance determinations from a prior Contract, as applicable, for the duration of this Contract. PROVIDER also represents that currently PROVIDER, or an owner, officer, or board director thereof, has not had their eligibility to provide School Readiness services revoked. For multi-site PROVIDERS, such as corporate chains or school districts, eligibility revocation is per site and not all locations unless specifically determined otherwise by the coalition pursuant to criteria referenced in Paragraph 60 of this contract.
- e. Eligibility pursuant to ss. 1002.82 and 1002.84, F.S.** PROVIDER represents that PROVIDER must have a pre-contractual inspection conducted by the Department of Children and Families or local licensing agency (as applicable) to ensure compliance with health and safety standards and checklist(s) established pursuant to Rule 6M-4.620, F.A.C to be eligible to deliver the School Readiness Program.

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

- 8. Child Enrollment.** PROVIDER agrees to enroll eligible children for the SR Program only with authorization from COALITION which will be provided in the form of a child care certificate. PROVIDER also understands that it will not be reimbursed for services provided to a child beyond the service begin and end date identified by COALITION on the child care certificate, or if the child's eligibility is terminated prior to the end date. As described in s. 1002.87(2), F.S., PROVIDER also agrees to serve children enrolled into its SR Program according to the services

and location established by COALITION on the child care certificate indicating authorized hours of care. In the event that PROVIDER has multiple locations, PROVIDER shall notify and obtain approval from COALITION prior to changing the location where the child shall be served.

9. **Child Care.** PROVIDER agrees to provide child care and to supervise enrolled children at the care level designated by the child care certificate received from the COALITION. Pursuant to 45 C.F.R s. 98.2, child care is defined as the care given to an eligible child by an eligible child care provider. PROVIDER will comply with all applicable state and federal laws, regulations and other standards and requirements in providing child care services under this agreement.
10. **Instruction and Activities.** In accordance with s. 1002.88(1)(b), F.S., PROVIDER agrees to offer instruction and activities to enhance the age-appropriate progress of each child in attaining the child development standards established by the *Florida Early Learning and Developmental Standards: Birth to Five*, Form OEL-SR 30, adopted by the Office of Early Learning in Rule 6M-4.700, F.A.C. PROVIDER agrees to include activities to foster brain development in infants and toddlers; provide an environment that is rich in language and appropriate and child-friendly music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses; and include at least thirty (30) minutes of reading to children each day.
11. **General Health and Safety.**
- a. Provider agrees to provide a healthy and safe environment for children in care pursuant to s. 402.305(5), (6), and (7), F.S., Rule 6M-4.620, F.A.C, and all Forms adopted by reference, as applicable, and as verified pursuant to s. 402.311, F.S. Health and Safety requirements are specifically addressed in the administration of the Child Care and Development Block Grant pursuant to 45 CFR 98 and in each provider type attachment.
- b. **Supervision.** Provider agrees to provide minimum staff-to-children ratio by provider type at all times and direct supervision to ensure the health and safety of children in care.
12. **Smoke Free Environment.** In accordance with Part C of Public Law 107-110 (No Child Left Behind), the "Pro-Children Act of 2001," no child care facility shall permit smoking within any indoor facility (or portion of such facility) operated by PROVIDER, to provide routine child care or early childhood development services to children. This does not apply to any portion of such facility that is used for a private residence. Individuals in violation are subject to a \$1,000 fine, administrative compliance or both.
13. **Curricula.** In accordance with s. 1002.88(1)(f), F.S., PROVIDER agrees to use the following state-approved curriculum or curricula in the provision of the SR Program:
See Exhibit 1 Attachment
edition or date: _____
If PROVIDER is using different curricula at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the curriculum or curricula being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert "Not Applicable" in the space provided.
14. **Character Development Program.** In accordance with s. 1002.88(1)(g), F.S., PROVIDER agrees to implement the following character development program to develop basic values:
See Exhibit 1 Attachment, edition or _____

date: _____.

If PROVIDER is using a different program at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the character development program being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert "Not Applicable" in the space provided.

15. **Developmental Screenings.** PROVIDER acknowledges that _____ Provider _____ is responsible for conducting developmental screenings for each child aged six weeks to kindergarten eligibility in accordance with Rule 6M-4.720, F.A.C. In accordance with s. 1002.88(1)(h), F.S., PROVIDER must collaborate with COALITION to complete initial screening for each child, aged six weeks to kindergarten eligibility, within forty-five (45) days after the child's first or subsequent enrollment, to identify a child who may need individualized supports. PROVIDER acknowledges that COALITION is responsible for initiating individualized services, including but not limited to providing referrals, based on child screening results. PROVIDER and COALITION acknowledge that pursuant to s. 1002.84(5), F.S., screening shall not be a requirement of entry into the School Readiness Program and shall be only given with parental consent.

Subsequent Screenings. PROVIDER acknowledges that _____ Provider _____ is responsible for subsequent screenings. Subsequent screening will be conducted at a minimum, annually in the month of the child's birthday or at time of redetermination in accordance with Rule 6M-4.720, F.A.C.

16. **Prohibited Forms of Discipline.** In accordance with s. 1002.88(1)(i), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.
17. **Child Immunizations and Health Screenings.** In accordance with s. 1002.88(1)(j), F.S., within thirty (30) calendar days of enrolling a child, PROVIDER agrees to obtain and retain information from the parent regarding the child's age-appropriate immunizations, physical development and other health requirements as indicated on the Student Health Examination form DH 3040 and Florida Certification of Immunization form Part A-1, B, or C DH 680 or the Religious Exemption from Immunization form DH 681.
18. **Program Operation.** In accordance with s. 1002.88(1)(k), F.S., if PROVIDER offers before-school or after-school programs, PROVIDER agrees those programs shall meet or exceed the requirements of s. 402.305(5), (6), and (7), F.S. In accordance with s. 1002.88(1)(q), F.S., and as identified in Exhibit 3, PROVIDER agrees to operate on a full-time and part-time basis and provide extended-day and extended-year services to the maximum extent possible without compromising the quality of the program to meet the needs of parents who work.
19. **Workers' Compensation and Reemployment Assistance.** In accordance with s. 1002.88(1)(n), F.S., PROVIDER agrees to obtain and maintain any required workers' compensation insurance under Chapter 440, F.S., and any required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S.
20. **Sign-In/Sign-Out Process.** PROVIDER agrees to maintain daily attendance documentation, including a documented "sign-in/sign-out" process in accordance with Rule 6M-4.500(1)(c),

F.A.C. which accurately documents attendance and absences. PROVIDER agrees to retain the attendance documentation in accordance with COALITION's records retention requirement established in accordance with s. 1002.84(10), F.S.

21. **Child Absences.** In accordance with s. 1002.87(8), F.S., PROVIDER agrees to notify COALITION in writing if a child enrolled is absent for five (5) consecutive days with no contact from the parent by the close of the fifth (5th) day. In accordance with ss. 1002.81(5) and 1002.87(7), F.S., if the need for care cannot be re-established, then the COALITION will notify the PROVIDER and the parent that school readiness funding will be discontinued. The end of eligibility for funded child care services will be fourteen (14) days from the fifth (5th) day that the child was not in attendance with no contact from the parent.
22. **Rilya Wilson Act and At-Risk Children.** In accordance with s. 1002.87(9), F.S., PROVIDER agrees to abide by the provisions of the "Rilya Wilson Act" (s. 39.604, F.S.) for each at-risk child under the age of school entry who is enrolled in the School Readiness Program.
23. **Parental Choice.** PROVIDER agrees that the parent has the right to choose the provider of child care services for his/her children. In the event the parent chooses to change to a different SR PROVIDER, it is within the parent's rights to do so, except as limited by s. 1002.84(8), F.S., as described in paragraph 46.c.
24. **Parental Access.** PROVIDER agrees to afford authorized parents unlimited access to their children in SR Programs, during normal hours of provider operation and whenever the children are in the care of the provider. Access may be subject to appropriate safety procedures.
25. **Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(n), F.S., as available, to submit information and updates regarding the SR Program. The PROVIDER shall register and execute this Contract on the Provider Portal found on <https://providerservices.floridaearlylearning.com>.
26. **Child Care Resource and Referral.** PROVIDER agrees to participate in the annual update process coordinated by each Child Care Resource and Referral agency as described in Rule 6M-9.300(5) and (6), F.A.C.
27. **Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive SR reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit, however, the reimbursement may be delayed up to 21 calendar days should the PROVIDER choose to opt out.
28. **Deliverables**

Deliverable	Tasks and Activities	Due Date	Payment
1. One month of child care services	Child enrollment activities per the requirements in section III	Monthly	Per the level of service: established by the child care certificate provided to the PROVIDER by the
	Instruction and activities per the requirements in section III		

Deliverable	Tasks and Activities	Due Date	Payment
	Health and safety activities per the requirements in section III		COALITION; at the rates specified in Exhibit 3: Provider Reimbursement Rates; and documented through an approved monthly attendance report
	Use of curriculum per the requirements in section III		
	Character development activities per the requirements in section III		
2. Monthly attendance report	Monthly attendance report submitted by the PROVIDER to the COALITION per the requirements in section VII	Monthly by the day indicated in section VII	N/A
3. Proof of Developmental Screening	If applicable:		N/A
Applies to providers responsible for developmental screening as indicated in section III	Developmental screenings for each child aged six weeks to kindergarten eligibility per the requirements in section III.	Within 45 days after the child's first or subsequent enrollment	
Proof of Developmental Screening (continued)	Subsequent screenings conducted annually in month of child's birthday.	Annually	
	PROVIDER shall submit the child's screening results to the COALITION	Within thirty (30) calendar days of completion of screening	
	Enter the data into an electronic system	Within sixty (60) calendar days after screening	
	PROVIDER shall provide in writing the screening results for each child to the child's parent.		

IV. COALITION RESPONSIBILITIES

29. **Training and Technical Assistance.** COALITION will notify PROVIDER of the availability of training, technical assistance, and other targeted assistance in support of the provision of quality SR services.

30. **Developmental and Subsequent Screenings.** Applicable if PROVIDER is responsible for Developmental Screenings and Subsequent Screenings as indicated in paragraph 15. COALITION shall give notification to PROVIDER a minimum of thirty (30) calendar days prior to the date the child must be screened. COALITION will have staff persons available to explain screening results if requested by a parent.
31. **Child Eligibility.** COALITION has the responsibility for determining the eligibility of children enrolling in the SR Program. COALITION will issue forms that make up a child care certificate (also known as a payment certificate), as described in s. 1002.82(6)(b) and (c), F.S., to the parent of each eligible child who enrolls in the SR Program.
32. **Limitations on Authority.** COALITION may not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant to Chapter 1002, F.S.; or require PROVIDER to administer a pre-assessment or post-assessment.

V. MONITORING, AUDITING AND ACCESS

33. **Monitoring.**

a. COALITION will monitor PROVIDER for compliance with this Contract and the provisions governing the SR Program listed in paragraph 5., in accordance with s. 1002.85(2)(h), F.S. PROVIDER will be monitored in accordance with the COALITION monitoring plan, or in response to a parental complaint.

b. PROVIDER monitoring results may be shared with other COALITIONS that have an executed and current school readiness contract with the PROVIDER for the purposes of minimizing the administrative burden on the COALITIONS and the PROVIDER.

34. **Physical Access.** PROVIDER agrees to allow the Office of Early Learning, the Department of Children and Families or Local Licensing Agency, if applicable, and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the SR Program during normal business hours, except as otherwise restricted by government facilities.

35. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors, the Department of Children and Families or Local Licensing Agency, if applicable, the Office of Early Learning or the United States Department of Health and Human Services to inspect and copy records pertaining to the SR Program during normal business hours and upon request by COALITION, the Department of Children and Families, the Office of Early Learning or the United States Department of Health and Human Services. Records that are stored off-site shall be provided within seventy-two (72) hours.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

36. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family records. PROVIDER agrees to have all staff complete confidentiality agreements and have processes in place to protect the privacy of child and family information. Confidentiality agreements will be maintained by the PROVIDER and provided to the COALITION upon request. Information associated with the SR Program shall only be made available in accordance with the restrictions of s. 1002.97, F.S. For the purposes of records of children enrolled in the SR Program, this Contract is considered an interagency agreement for the purpose of implementing the SR

Program as described in s. 1002.97(3)(g), F.S. Accordingly, to the extent that PROVIDER receives school readiness records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.97, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.97, F.S.

37. **Record Maintenance.** PROVIDER agrees to maintain records, including sign in and sign out documentation, enrollment and attendance certification, documentation to support excused absences and proof of parent co-payments for children funded by the SR Program. The records must be maintained for audit purposes for a period of five (5) years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
38. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the SR Program before the conclusion of the retention period for SR records as described in paragraph 37, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the SR Program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all SR records required to be maintained under paragraph 37. to COALITION no later than the close of business on the day PROVIDER ceases to offer the SR Program. Failure to remit all SR Program records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

VII. COMPENSATION AND FUNDING

39. **Method of Payment.** PROVIDER reimbursement for eligible children will be based on the child care certificate (also known as a payment certificate) issued by COALITION and presented by a parent, and through the use of the procedures outlined herein.
40. **Reimbursement Rates Established.** PROVIDER agrees to provide documentation of its published private child care rates included in Exhibit 3. PROVIDER agrees to accept the approved PROVIDER reimbursement rate which is the lesser of the COALITION maximum reimbursement rate established by COALITION and approved by Office of Early Learning, identified in Exhibit 3. PROVIDER is paid based on budget availability, at the approved PROVIDER reimbursement rate less any parent co-payments assessed by COALITION as reflected on the child care certificate.
41. **Gold Seal Rate.** PROVIDER agrees to provide documentation of its Gold Seal Quality Designation. Gold Seal providers shall receive the Gold Seal rate identified in Exhibit 3 for all care levels which have received a Gold Seal Quality Designation.
42. **Special Needs Rate.** PROVIDER will receive a special needs rate identified in Exhibit 3 when providing services to a child with an identified special need in accordance with Rule 6M-4.500(5)(a) and (b), F.A.C. A special need child is defined as a child who has been determined eligible as a child with a disability in accordance with Chapter 6A-6, F.A.C., and is participating

in a program for children with disabilities provided by the school district or a child who has an individualized educational plan (IEP) or family support plan (FSP).

43. **Rate Changes and Limitations.** PROVIDER agrees to report any changes in its published child care rates or its Gold Seal status, if applicable. PROVIDER acknowledges that COALITION is prohibited from making payments, inclusive of Gold Seal or special needs rate differentials, which would cumulatively exceed PROVIDER's private payment rate. In the event that any information submitted by PROVIDER in Exhibit 3 changes, PROVIDER must notify COALITION in writing of the change no later than close of business on the day of the change. COALITION may amend PROVIDER's reimbursement rate based on the information submitted by PROVIDER or any of the factors identified in this paragraph. COALITION must notify PROVIDER, in writing, of any change in reimbursement rate at least thirty (30) calendar days before the change is implemented.
44. **Rates and Fees for Parents.** PROVIDER acknowledges that it is prohibited from charging parents receiving SR services a higher rate than that charged to private pay parents. In addition to the parent co-payment assessed by COALITION, PROVIDER must provide the parent with a list of any fees it charges and, if applicable, written notice of the difference between the private pay rate and SR reimbursement, prior to the parent enrolling his/her child in PROVIDER's SR Program. PROVIDER is prohibited from charging any fees other than the parent co-payment or those fees provided to the parent on the fee list described above.
45. **Military Subsidies.** PROVIDER agrees that it will notify COALITION if it receives military subsidy payments through or from the Child Care Aware of America[®] (formally NACCRRRA) or any legal successor organizations, on behalf of any child enrolled in PROVIDER's SR Program. PROVIDER understands that its SR reimbursement rate may be changed as a result of receipt of such military subsidy payments. If PROVIDER fails to report receipt of such military subsidy payments, PROVIDER will be subject to fraud investigation for violation of the requirements of the SR Program.
46. **Co-payment.** As required by s. 1002.84(8), F.S., PROVIDER shall collect the assessed parent co-payment or graduated phase-out co-payment in accordance with Rule 6M-4.400, F.A.C., from the parent.
 - a. **Co-payment Amount or Graduated Phase-Out Co-payment Amount.** The amount of the co-payment or graduated phase-out co-payment which must be collected for each child is included on his or her child care certificate. In the event that an assessed parent co-payment or graduated phase-out co-payment is changed by COALITION, COALITION will send the PROVIDER written notice of the change. Only co-payment or graduated phase-out co-payment changes from the COALITION are valid.
 - b. **Co-payment or Graduated Phase-out Co-payment Assessment and Collection.** Assessed parent co-payments or graduated phase-out co-payments are automatically deducted from PROVIDER's monthly reimbursement. PROVIDER is required to collect parent co-payments or graduated phase-out co-payments.
 - c. **Co-payment or Graduated Phase-out Co-payment Documentation.** PROVIDER must give the parent a receipt for each co-payment or graduated phase-out co-payment made by the parent and retain receipt records for all child care co-payments or graduated phase-out co-payments. Upon request, PROVIDER shall provide a current accounting and copy of co-payment or graduated phase-out co-payment receipt records to the COALITION. COALITION will use this

documentation to ensure parents who transfer their children to another child care provider have met their co-payment or graduated phase-out co-payment obligations before receiving additional school readiness services.

47. **Holiday Schedule.** PROVIDER agrees to follow the holiday schedule approved by COALITION for PROVIDER's program, which includes Ten days per year as set forth in Exhibit 4: Holiday Schedule and understands that these are the only holidays for which PROVIDER will receive reimbursement. Pursuant to Rule 6M-4.500, F.A.C., reimbursement may be made for up to twelve (12) recognized holidays per year.
48. **Attendance Documentation.** PROVIDER agrees to document daily attendance and submit monthly attendance reports for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the third (3rd) business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next open payment cycle.
49. **Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
50. **Emergency Temporary Closure.** PROVIDER agrees all requests for compensation for temporary closures beyond PROVIDER's control will be handled in accordance with Rule 6M-4.501, F.A.C.
51. **Disallowed Costs.** PROVIDER understands expenditures submitted for reimbursement shall be disallowed if PROVIDER does not adhere to the provisions governing the SR Program as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the SR Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts and restitution.
52. **Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))
53. **Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use "Federal funds to supplement, [but] not [to] supplant non-Federal funds." (20 U.S.C., s. 6314(a)(3)(B))

VIII. FINANCIAL CONSEQUENCES

54. **Financial Consequences.** As a result of PROVIDER's failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement,

disallow all or part of services not in compliance with the terms of this contract or terminate the contract.

IX. NONDISCRIMINATION

- 55. Discrimination Prohibited.** PROVIDER agrees not to discriminate against children, families and staff on the basis of race, national origin, ethnic background, sex, religious affiliation, or disability. PROVIDER will comply with the terms of 45 C.F.R. §98.47 regarding non-discrimination against staff persons on the basis of religion.

X. NONCOMPLIANCE, PROBATION AND TERMINATION

56. Noncompliance Determination.

- a. Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the SR Program as described in paragraph 5, or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. ("Corrective action" means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 65. Upon determining that the PROVIDER has satisfactorily completed the corrective action, the COALITION shall notify the PROVIDER in writing. If the PROVIDER has not satisfactorily implemented its corrective actions by the end of this CONTRACT, the PROVIDER will still be held accountable for implementing the remainder of the corrective actions accepted under the previous contract if the PROVIDER remains eligible to deliver the School Readiness Program and executes a new CONTRACT with the COALITION.
- b. Probation.** If COALITION concludes that PROVIDER has received a corrective action notice for the same violation two or more times or have had multiple corrective action plans within the contract year or if the corrective action plan is not completed within the prescribed timelines, PROVIDER shall be placed on probation for a period up to six (6) months. Probation may include one or more of the following conditions: training or staff development, monitoring or technical assistance by COALITION or submission of documentation related to the violation. COALITION must notify PROVIDER in writing of the terms and duration of the probation, including required timelines. The terms of the probation must correlate to the basis of the corrective action. If the PROVIDER has not satisfactorily completed the terms of its probation by the end of this CONTRACT, the PROVIDER will still be held accountable for the terms of the probation of the previous contract if the PROVIDER remains eligible to deliver the School Readiness Program and executes a new CONTRACT with the COALITION.

57. Termination for Cause.

- a. Basis of Termination for Cause.** PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; (b) The material failure to comply with one or more of the terms of this Contract, including,

but not limited to, failure to implement corrective action or comply with the terms of probation as described in paragraph 56 above; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 64.

b. Notice of Termination for Cause. In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 65. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

58. Emergency Termination. COALITION must immediately terminate this Contract on an emergency basis upon notification by the Department of Children and Families (DCF) or local licensing agency of actions or inactions of a PROVIDER that pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's determination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 65.

59. Termination for Health and Safety Violations. PROVIDER agrees that COALITION has the right to terminate this Contract based on Health and Safety violations, verified by the Department of Children and Families or Local Licensing Agency, if applicable, in accordance with ss. 1002.82 and 1002.84, F.S., and Rule 6M-4.620, F.A.C., and applicable adopted forms.

60 Revocation of Eligibility.

a. In accordance with s. 1002.88(2), F.S., if PROVIDER's Contract is terminated under paragraph 56., 57., or 58., COALITION may revoke PROVIDER's eligibility to deliver the School Readiness Program for a period of five (5) years. The only statutorily authorized period of revocation is five (5) years (s.1002.88(2), F.S.). In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under contract with the COALITION, and whether the PROVIDER had previously violated the terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.

b. The PROVIDER agrees that in the event that this contract is terminated under the provisions of paragraphs 57, 58, or 59, and the PROVIDER'S eligibility is not revoked for a period of five (5) years under paragraph 60 part a, the parties may not enter into another contract for school readiness services for the remainder of the contract term of this contract.

- 61. Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given at least thirty (30) calendar days before the termination date in order for the COALITION to make alternative arrangements for uninterrupted services for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER. If PROVIDER unilaterally, terminates this Contract during the pendency of an inquiry due to suspected noncompliance with parts V and VI of chapter 1002, of the Florida Statutes, and chapters 6M, Florida Administrative Code, the COALITION may revoke the PROVIDER'S eligibility to offer the SR Program for a period of 5 years in accordance with s.1002.88(2), F.S., if the noncompliance is upheld by the early learning coalition review committee.
- 62. Legislative Appropriation.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented SR hours completed prior to termination of this Contract.
- 63. Eligible Child Care Provider.** In order to receive state or federal funds under this Contract, PROVIDER must be an eligible child care provider as defined under 45 C.F.R. §98.2. Failure to maintain status as an eligible child care provider shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 58. PROVIDER certifies that each location at which PROVIDER offers the SR Program is an eligible child care provider. PROVIDER agrees to notify COALITION immediately if it ceases to be an eligible child care provider.
- 64. Fraud.**
- a. Payment Certificate Fraud Investigation.** In accordance with s. 1002.82(6)(d), F.S., if it is determined that PROVIDER has given any cash or other consideration to the beneficiary in return for receiving a payment certificate, COALITION or its fiscal agent shall refer the matter to the Department of Financial Services pursuant to s. 414.411, F.S., for investigation.
 - b. Suspension for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the School Readiness Program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION'S determination to suspend PROVIDER as described in paragraph 64. This review shall be limited to a determination of whether the COALITION has reasonable belief fraud occurred. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.
 - c. Termination for Fraud.** In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the

services of, PROVIDER for a period of five (5) years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or board director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.

d. Termination for National Disqualification. In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

- 65. Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 5: Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.82(2)(m), F.S., PROVIDER may not offer any School Readiness services while a request for a review regarding termination of PROVIDER's School Readiness Contract is being examined.
- 66. Severability of Provider Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section X of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit 1 to indicate which location(s) previously part of this Contract has been removed by striking through the location(s), initialing and dating in the "official use only" column. COALITION shall provide a copy of the revised Exhibit 1 showing any stricken locations to the PROVIDER. This Contract shall remain in full force and effect as to all other locations on Exhibit 1 which have not been stricken.
- 67. Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

XI. NOTIFICATION

- 68. Information Change Notification.** PROVIDER agrees that it will comply with each of the following notification requirements:
- a. Providing notice to the coalition of changes in contact or program information within fourteen (14) calendar days.**
 - b. Providing notice to the coalition of temporary emergency closings of the SR Program within two (2) calendar days.**
 - c. Providing notice to the coalition of permanent business closings or changes in business location or ownership must be reported at least thirty (30) calendar days prior to changes.**

69. **CCR&R Participation.** PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information.
70. **Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is named party or defendant and which relates to the PROVIDERs operation at any location at which SR services are being provided.
71. **Notification of Disqualification or Public Assistance Fraud.**
- a. PROVIDER shall notify COALITION within five (5) calendar days if the PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.
 - b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.
72. **Contact Persons.**
- a. **Coalition Contact.** The representative for COALITION for the purposes of this Contract is Johanna Maltez who can be contacted at 7722233853 or by email at jmaltez@elcirmo.org.
 - b. **Provider Contact.** The representative for PROVIDER for the purposes of this Contract is Barbara Musselwhite who can be contacted at 7725644999 or by email at barbara.musselwhite@indianriverschoo.
 - c. **Contact Change.** In the event that either party designates different representatives after execution of this Contract, notice of the name and contact information of the new representative will be rendered in writing to the other party within ten (10) calendar days of change.

XII. INDEMNIFICATION

73. **Indemnification.** PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, the Office of Early Learning and all of their officers, directors, agents, contractors,

subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors or employees' acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. If PROVIDER is a state agency, or subdivision thereof, as defined in s. 768.28(2), paragraph is limited to the extent permitted by s. 768.28, F.S.

XIII. SEVERABILITY

74. Severability. If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XIV. AMENDMENTS

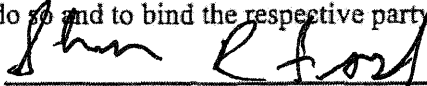
75. Only Authorized Amendments. No attachments, or supplements to this Contract are authorized or permitted, except those specifically incorporated by reference in this form, including Exhibit 1: Provider Location List; Exhibit 2: Required Documentation; Exhibit 3: Provider Reimbursement Rates; Exhibit 4: Holiday Schedule; Exhibit 5: Due Process Procedures; and Form OEL-SR 20L, Form OEL-SR 20LE, or Form OEL-SR 20FFN, as described in paragraph 7. No amendments to this contract are authorized or permitted except for those amendments made with the execution of Form OEL-SR 20A (School Readiness Provider Contract Amendments).


(Remainder of this page intentionally left blank.)

XV. EXECUTION OF CONTRACT

In accordance with s. 1002.88(1)(p), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the School Readiness Program including, but not limited to the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section X.

Warranty of Authority. Each person signing this contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

 Shawn R. Frost
Signature of President/Vice President/ Secretary/Officer/Owner/Principal/or Other Authorized Representative **Print Name**
 By Electronic Signature
Chairman, School Board of Indian River County 06/26/2018
Title **Date**

 Mark Rendell, Ed.D
Provider's Additional Signatory (If required by the Provider) **Print Name**
 By Electronic Signature
Superintendent, School Board of Indian River County 06/26/2018
Title **Date**

COALITION has caused this Contract to be executed as of the date set forth in paragraph 1.


 Migdala G. Rosado
Signature of Authorized Coalition Representative **Print Name**
 By Electronic Signature
Interim CEO 6/29/2018
Title **Date**

Exhibit 2: Required Documentation

Provider Name: IRSD Beachland Extended Day Program

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.

PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private SR Providers

PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.

PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number and explains the nature of the exemption.

PROVIDER has provided a copy of its certificate of accreditation.

PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.

PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.

PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.

PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.

PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type

PROVIDER offers the Head Start program.

PROVIDER does not offer the Head Start program.

5. IRS W-9 Form (Request for Taxpayer Identification Number).

6. Documentation of signature authority.

7. Current Sunbiz print-out identifying the office, director or authorized person(s), if applicable.

Exhibit 2: Required Documentation

Provider Name: IRSD Citrus Extended Day Program

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.

PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private SR Providers

PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.

PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number and explains the nature of the exemption.

PROVIDER has provided a copy of its certificate of accreditation.

PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.

PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.

PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.

PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.

PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type

PROVIDER offers the Head Start program.

PROVIDER does not offer the Head Start program.

5. IRS W-9 Form (Request for Taxpayer Identification Number).

6. Documentation of signature authority.

7. Current Sunbiz print-out identifying the office, director or authorized person(s), if applicable.

Exhibit 2: Required Documentation

Provider Name: IRSD Dodgertown Elementary

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.

PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private SR Providers

PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.

PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number and explains the nature of the exemption.

PROVIDER has provided a copy of its certificate of accreditation.

PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.

PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.

PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.

PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.

PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type

PROVIDER offers the Head Start program.

PROVIDER does not offer the Head Start program.

5. IRS W-9 Form (Request for Taxpayer Identification Number).

6. Documentation of signature authority.

7. Current Sunbiz print-out identifying the office, director or authorized person(s), if applicable.

Exhibit 2: Required Documentation

Provider Name: IRSD Fellsmere Elementary

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.

PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private SR Providers

PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.

PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number and explains the nature of the exemption.

PROVIDER has provided a copy of its certificate of accreditation.

PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.

PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.

PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.

PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.

PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type

PROVIDER offers the Head Start program.

PROVIDER does not offer the Head Start program.

5. IRS W-9 Form (Request for Taxpayer Identification Number).

6. Documentation of signature authority.

7. Current Sunbiz print-out identifying the office, director or authorized person(s), if applicable.

Exhibit 2: Required Documentation

Provider Name: IRSD Glendale Elementary

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.

PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private SR Providers

PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.

PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number and explains the nature of the exemption.

PROVIDER has provided a copy of its certificate of accreditation.

PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.

PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.

PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.

PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.

PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type

PROVIDER offers the Head Start program.

PROVIDER does not offer the Head Start program.

5. IRS W-9 Form (Request for Taxpayer Identification Number).

6. Documentation of signature authority.

7. Current Sunbiz print-out identifying the office, director or authorized person(s), if applicable.

Exhibit 2: Required Documentation

Provider Name: IRSD Indian River Academy

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.

PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private SR Providers

PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.

PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number and explains the nature of the exemption.

PROVIDER has provided a copy of its certificate of accreditation.

PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.

PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.

PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.

PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.

PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type

PROVIDER offers the Head Start program.

PROVIDER does not offer the Head Start program.

5. IRS W-9 Form (Request for Taxpayer Identification Number).

6. Documentation of signature authority.

7. Current Sunbiz print-out identifying the office, director or authorized person(s), if applicable.

Exhibit 2: Required Documentation

Provider Name: IRSD Liberty Magnet Extended Day Program

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.

PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private SR Providers

PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.

PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number and explains the nature of the exemption.

PROVIDER has provided a copy of its certificate of accreditation.

PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.

PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.

PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.

PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.

PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type

PROVIDER offers the Head Start program.

PROVIDER does not offer the Head Start program.

5. IRS W-9 Form (Request for Taxpayer Identification Number).

6. Documentation of signature authority.

7. Current Sunbiz print-out identifying the office, director or authorized person(s), if applicable.

Exhibit 2: Required Documentation

Provider Name: IRSD Osceola Magnet Extended Day Program

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.

PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private SR Providers

PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.

PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number and explains the nature of the exemption.

PROVIDER has provided a copy of its certificate of accreditation.

PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.

PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.

PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.

PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.

PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type

PROVIDER offers the Head Start program.

PROVIDER does not offer the Head Start program.

5. IRS W-9 Form (Request for Taxpayer Identification Number).

6. Documentation of signature authority.

7. Current Sunbiz print-out identifying the office, director or authorized person(s), if applicable.

Exhibit 2: Required Documentation

Provider Name: IRSD Pelican Island Elementary

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.

PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private SR Providers

PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.

PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number and explains the nature of the exemption.

PROVIDER has provided a copy of its certificate of accreditation.

PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.

PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.

PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.

PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.

PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type

PROVIDER offers the Head Start program.

PROVIDER does not offer the Head Start program.

5. IRS W-9 Form (Request for Taxpayer Identification Number).

6. Documentation of signature authority.

7. Current Sunbiz print-out identifying the office, director or authorized person(s), if applicable.

Exhibit 2: Required Documentation

Provider Name: IRSD Rosewood Magnet Extended Day Program

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.

PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private SR Providers

PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.

PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number and explains the nature of the exemption.

PROVIDER has provided a copy of its certificate of accreditation.

PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.

PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.

PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.

PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.

PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type

PROVIDER offers the Head Start program.

PROVIDER does not offer the Head Start program.

5. IRS W-9 Form (Request for Taxpayer Identification Number).

6. Documentation of signature authority.

7. Current Sunbiz print-out identifying the office, director or authorized person(s), if applicable.

Exhibit 2: Required Documentation

Provider Name: IRSD Sebastian Elementary

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.

PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private SR Providers

PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.

PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number and explains the nature of the exemption.

PROVIDER has provided a copy of its certificate of accreditation.

PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.

PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.

PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.

PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.

PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type

PROVIDER offers the Head Start program.

PROVIDER does not offer the Head Start program.

5. IRS W-9 Form (Request for Taxpayer Identification Number).

6. Documentation of signature authority.

7. Current Sunbiz print-out identifying the office, director or authorized person(s), if applicable.

Exhibit 2: Required Documentation

Provider Name: IRSD Treasure Coast Extended Day Program

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.

PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private SR Providers

PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.

PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number and explains the nature of the exemption.

PROVIDER has provided a copy of its certificate of accreditation.

PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.

PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.

PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.

PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.

PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type

PROVIDER offers the Head Start program.

PROVIDER does not offer the Head Start program.

5. IRS W-9 Form (Request for Taxpayer Identification Number).

6. Documentation of signature authority.

7. Current Sunbiz print-out identifying the office, director or authorized person(s), if applicable.

Exhibit 2: Required Documentation

Provider Name: IRSD Vero Beach Elementary

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.

PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private SR Providers

PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.

PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number and explains the nature of the exemption.

PROVIDER has provided a copy of its certificate of accreditation.

PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.

PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.

PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.

PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.

PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type

PROVIDER offers the Head Start program.

PROVIDER does not offer the Head Start program.

5. IRS W-9 Form (Request for Taxpayer Identification Number).

6. Documentation of signature authority.

7. Current Sunbiz print-out identifying the office, director or authorized person(s), if applicable.

Exhibit 3: Provider Reimbursement Rates

Provider Name: IRSD Beachland Extended Day Program

Provider Operational Hours: M-F 7:00am-6:00pm ;

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? Yes No

PROVIDER's Private Pay Rates
(To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	9.00	0.00

COALITION Maximum Reimbursement Rates
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	22.00	20.00	20.00	18.50	18.50	18.50	14.40	22.00
Full-Time Gold Seal Daily Rates	25.96	23.60	23.60	21.83	21.83	21.83	16.99	25.96
Part-Time Daily Rates	14.70	14.10	13.30	12.25	12.25	12.25	6.50	14.70
Part-Time Gold Seal Daily Rates	17.35	16.64	15.69	14.46	14.46	14.46	7.67	17.35
Before or After School Rates	N/A	N/A	N/A	N/A	12.25	12.25	6.50	14.70
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00

Approved PROVIDER Reimbursement Rate*
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	6.50	0.00
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**

**Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

***Note: The VPK Wrap Rate reimbursed to the provider requires a VPK Wrap Rate Calculation. The provider's daily payment rate for PR4 and or PR5 is converted to an hourly rate and multiplied by the number of wrap around care hours needed based on VPK daily program hours and the child's unit of care.*

Effective Date of Rates Established in This Exhibit July 1, 2018

Exhibit 3: Provider Reimbursement Rates

Provider Name: IRSD Citrus Extended Day Program

Provider Operational Hours: M-F 7:00am-6:00pm ;

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? Yes No

PROVIDER's Private Pay Rates (To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	9.00	0.00

COALITION Maximum Reimbursement Rates (To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	22.00	20.00	20.00	18.50	18.50	18.50	14.40	22.00
Full-Time Gold Seal Daily Rates	25.96	23.60	23.60	21.83	21.83	21.83	16.99	25.96
Part-Time Daily Rates	14.70	14.10	13.30	12.25	12.25	12.25	6.50	14.70
Part-Time Gold Seal Daily Rates	17.35	16.64	15.69	14.46	14.46	14.46	7.67	17.35
Before or After School Rates	N/A	N/A	N/A	N/A	12.25	12.25	6.50	14.70
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00

Approved PROVIDER Reimbursement Rate*
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	6.50	0.00
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**

**Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

***Note: The VPK Wrap Rate reimbursed to the provider requires a VPK Wrap Rate Calculation. The provider's daily payment rate for PR4 and or PR5 is converted to an hourly rate and multiplied by the number of wrap around care hours needed based on VPK daily program hours and the child's unit of care.*

Effective Date of Rates Established in This Exhibit July 1, 2018

Exhibit 3: Provider Reimbursement Rates

Provider Name: IRSD Dodgertown Elementary

Provider Operational Hours: M-F 7:00am-6:00pm ;

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? Yes No

PROVIDER's Private Pay Rates (To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	9.00	0.00

COALITION Maximum Reimbursement Rates (To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	22.00	20.00	20.00	18.50	18.50	18.50	14.40	22.00
Full-Time Gold Seal Daily Rates	25.96	23.60	23.60	21.83	21.83	21.83	16.99	25.96
Part-Time Daily Rates	14.70	14.10	13.30	12.25	12.25	12.25	6.50	14.70
Part-Time Gold Seal Daily Rates	17.35	16.64	15.69	14.46	14.46	14.46	7.67	17.35
Before or After School Rates	N/A	N/A	N/A	N/A	12.25	12.25	6.50	14.70
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00

Approved PROVIDER Reimbursement Rate*
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	6.50	0.00
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**

**Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

***Note: The VPK Wrap Rate reimbursed to the provider requires a VPK Wrap Rate Calculation. The provider's daily payment rate for PR4 and or PR5 is converted to an hourly rate and multiplied by the number of wrap around care hours needed based on VPK daily program hours and the child's unit of care.*

Effective Date of Rates Established in This Exhibit July 1, 2018

Exhibit 3: Provider Reimbursement Rates

Provider Name: IRSD Fellsmere Elementary

Provider Operational Hours: M-F 7:00am-6:00pm ;

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? Yes No

PROVIDER's Private Pay Rates (To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	9.00	0.00

COALITION Maximum Reimbursement Rates (To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	22.00	20.00	20.00	18.50	18.50	18.50	14.40	22.00
Full-Time Gold Seal Daily Rates	25.96	23.60	23.60	21.83	21.83	21.83	16.99	25.96
Part-Time Daily Rates	14.70	14.10	13.30	12.25	12.25	12.25	6.50	14.70
Part-Time Gold Seal Daily Rates	17.35	16.64	15.69	14.46	14.46	14.46	7.67	17.35
Before or After School Rates	N/A	N/A	N/A	N/A	12.25	12.25	6.50	14.70
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00

Approved PROVIDER Reimbursement Rate*
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	6.50	0.00
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**

**Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

***Note: The VPK Wrap Rate reimbursed to the provider requires a VPK Wrap Rate Calculation. The provider's daily payment rate for PR4 and or PR5 is converted to an hourly rate and multiplied by the number of wrap around care hours needed based on VPK daily program hours and the child's unit of care.*

Effective Date of Rates Established in This Exhibit July 1, 2018

Exhibit 3: Provider Reimbursement Rates

Provider Name: IRSD Glendale Elementary

Provider Operational Hours: M-F 7:00am-6:00pm ;

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? Yes No

PROVIDER's Private Pay Rates (To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	9.00	0.00

COALITION Maximum Reimbursement Rates (To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	22.00	20.00	20.00	18.50	18.50	18.50	14.40	22.00
Full-Time Gold Seal Daily Rates	25.96	23.60	23.60	21.83	21.83	21.83	16.99	25.96
Part-Time Daily Rates	14.70	14.10	13.30	12.25	12.25	12.25	6.50	14.70
Part-Time Gold Seal Daily Rates	17.35	16.64	15.69	14.46	14.46	14.46	7.67	17.35
Before or After School Rates	N/A	N/A	N/A	N/A	12.25	12.25	6.50	14.70
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00

Approved PROVIDER Reimbursement Rate*
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	6.50	0.00
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**

**Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

***Note: The VPK Wrap Rate reimbursed to the provider requires a VPK Wrap Rate Calculation. The provider's daily payment rate for PR4 and or PR5 is converted to an hourly rate and multiplied by the number of wrap around care hours needed based on VPK daily program hours and the child's unit of care.*

Effective Date of Rates Established in This Exhibit July 1, 2018

Exhibit 3: Provider Reimbursement Rates

Provider Name: IRSD Indian River Academy

Provider Operational Hours: M-F 7:00am-6:00pm ;

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? Yes No

PROVIDER's Private Pay Rates (To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	9.00	0.00

COALITION Maximum Reimbursement Rates (To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	22.00	20.00	20.00	18.50	18.50	18.50	14.40	22.00
Full-Time Gold Seal Daily Rates	25.96	23.60	23.60	21.83	21.83	21.83	16.99	25.96
Part-Time Daily Rates	14.70	14.10	13.30	12.25	12.25	12.25	6.50	14.70
Part-Time Gold Seal Daily Rates	17.35	16.64	15.69	14.46	14.46	14.46	7.67	17.35
Before or After School Rates	N/A	N/A	N/A	N/A	12.25	12.25	6.50	14.70
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00

Approved PROVIDER Reimbursement Rate*
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	6.50	0.00
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**

**Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

***Note: The VPK Wrap Rate reimbursed to the provider requires a VPK Wrap Rate Calculation. The provider's daily payment rate for PR4 and or PR5 is converted to an hourly rate and multiplied by the number of wrap around care hours needed based on VPK daily program hours and the child's unit of care.*

Effective Date of Rates Established in This Exhibit July 1, 2018

Exhibit 3: Provider Reimbursement Rates

Provider Name: IRSD Liberty Magnet Extended Day Program

Provider Operational Hours: M-F 7:00am-6:00pm ;

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? Yes No

PROVIDER's Private Pay Rates
(To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	9.00	0.00

COALITION Maximum Reimbursement Rates
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	22.00	20.00	20.00	18.50	18.50	18.50	14.40	22.00
Full-Time Gold Seal Daily Rates	25.96	23.60	23.60	21.83	21.83	21.83	16.99	25.96
Part-Time Daily Rates	14.70	14.10	13.30	12.25	12.25	12.25	6.50	14.70
Part-Time Gold Seal Daily Rates	17.35	16.64	15.69	14.46	14.46	14.46	7.67	17.35
Before or After School Rates	N/A	N/A	N/A	N/A	12.25	12.25	6.50	14.70
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00

Approved PROVIDER Reimbursement Rate*
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	6.50	0.00
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**

**Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

***Note: The VPK Wrap Rate reimbursed to the provider requires a VPK Wrap Rate Calculation. The provider's daily payment rate for PR4 and or PR5 is converted to an hourly rate and multiplied by the number of wrap around care hours needed based on VPK daily program hours and the child's unit of care.*

Effective Date of Rates Established in This Exhibit July 1, 2018

Exhibit 3: Provider Reimbursement Rates

Provider Name: IRSD Osceola Magnet Extended Day Program

Provider Operational Hours: M-F 7:00am-6:00pm ;

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? Yes No

PROVIDER's Private Pay Rates (To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	9.00	0.00

COALITION Maximum Reimbursement Rates (To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	22.00	20.00	20.00	18.50	18.50	18.50	14.40	22.00
Full-Time Gold Seal Daily Rates	25.96	23.60	23.60	21.83	21.83	21.83	16.99	25.96
Part-Time Daily Rates	14.70	14.10	13.30	12.25	12.25	12.25	6.50	14.70
Part-Time Gold Seal Daily Rates	17.35	16.64	15.69	14.46	14.46	14.46	7.67	17.35
Before or After School Rates	N/A	N/A	N/A	N/A	12.25	12.25	6.50	14.70
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00

Approved PROVIDER Reimbursement Rate*
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	6.50	0.00
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**

**Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

***Note: The VPK Wrap Rate reimbursed to the provider requires a VPK Wrap Rate Calculation. The provider's daily payment rate for PR4 and or PR5 is converted to an hourly rate and multiplied by the number of wrap around care hours needed based on VPK daily program hours and the child's unit of care.*

Effective Date of Rates Established in This Exhibit July 1, 2018

Exhibit 3: Provider Reimbursement Rates

Provider Name: IRSD Pelican Island Elementary

Provider Operational Hours: M-F 7:00am-6:00pm ;

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? Yes No

PROVIDER's Private Pay Rates
(To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	9.00	0.00

COALITION Maximum Reimbursement Rates
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	22.00	20.00	20.00	18.50	18.50	18.50	14.40	22.00
Full-Time Gold Seal Daily Rates	25.96	23.60	23.60	21.83	21.83	21.83	16.99	25.96
Part-Time Daily Rates	14.70	14.10	13.30	12.25	12.25	12.25	6.50	14.70
Part-Time Gold Seal Daily Rates	17.35	16.64	15.69	14.46	14.46	14.46	7.67	17.35
Before or After School Rates	N/A	N/A	N/A	N/A	12.25	12.25	6.50	14.70
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00

Approved PROVIDER Reimbursement Rate*
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	6.50	0.00
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**

**Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

***Note: The VPK Wrap Rate reimbursed to the provider requires a VPK Wrap Rate Calculation. The provider's daily payment rate for PR4 and or PR5 is converted to an hourly rate and multiplied by the number of wrap around care hours needed based on VPK daily program hours and the child's unit of care.*

Effective Date of Rates Established in This Exhibit July 1, 2018

Exhibit 3: Provider Reimbursement Rates

Provider Name: IRSD Rosewood Magnet Extended Day Program

Provider Operational Hours: M-F 7:00am-6:00pm ;

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? Yes No

PROVIDER's Private Pay Rates (To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	9.00	0.00

COALITION Maximum Reimbursement Rates (To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	22.00	20.00	20.00	18.50	18.50	18.50	14.40	22.00
Full-Time Gold Seal Daily Rates	25.96	23.60	23.60	21.83	21.83	21.83	16.99	25.96
Part-Time Daily Rates	14.70	14.10	13.30	12.25	12.25	12.25	6.50	14.70
Part-Time Gold Seal Daily Rates	17.35	16.64	15.69	14.46	14.46	14.46	7.67	17.35
Before or After School Rates	N/A	N/A	N/A	N/A	12.25	12.25	6.50	14.70
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00

Approved PROVIDER Reimbursement Rate*
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	6.50	0.00
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**

**Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

***Note: The VPK Wrap Rate reimbursed to the provider requires a VPK Wrap Rate Calculation. The provider's daily payment rate for PR4 and or PR5 is converted to an hourly rate and multiplied by the number of wrap around care hours needed based on VPK daily program hours and the child's unit of care.*

Effective Date of Rates Established in This Exhibit July 1, 2018

Exhibit 3: Provider Reimbursement Rates

Provider Name: IRSD Sebastian Elementary

Provider Operational Hours: M-F 7:00am-6:00pm ;

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? Yes No

**PROVIDER's Private Pay Rates
(To be Completed by PROVIDER)**

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	9.00	0.00

**COALITION Maximum Reimbursement Rates
(To be Completed by COALITION)**

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	22.00	20.00	20.00	18.50	18.50	18.50	14.40	22.00
Full-Time Gold Seal Daily Rates	25.96	23.60	23.60	21.83	21.83	21.83	16.99	25.96
Part-Time Daily Rates	14.70	14.10	13.30	12.25	12.25	12.25	6.50	14.70
Part-Time Gold Seal Daily Rates	17.35	16.64	15.69	14.46	14.46	14.46	7.67	17.35
Before or After School Rates	N/A	N/A	N/A	N/A	12.25	12.25	6.50	14.70
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00

Approved PROVIDER Reimbursement Rate*
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	6.50	0.00
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**

**Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

***Note: The VPK Wrap Rate reimbursed to the provider requires a VPK Wrap Rate Calculation. The provider's daily payment rate for PR4 and or PR5 is converted to an hourly rate and multiplied by the number of wrap around care hours needed based on VPK daily program hours and the child's unit of care.*

Effective Date of Rates Established in This Exhibit July 1, 2018

Exhibit 3: Provider Reimbursement Rates

Provider Name: IRSD Treasure Coast Extended Day Program

Provider Operational Hours: M-F 7:00am-6:00pm ;

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? Yes No

PROVIDER's Private Pay Rates
(To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	9.00	0.00

COALITION Maximum Reimbursement Rates
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	22.00	20.00	20.00	18.50	18.50	18.50	14.40	22.00
Full-Time Gold Seal Daily Rates	25.96	23.60	23.60	21.83	21.83	21.83	16.99	25.96
Part-Time Daily Rates	14.70	14.10	13.30	12.25	12.25	12.25	6.50	14.70
Part-Time Gold Seal Daily Rates	17.35	16.64	15.69	14.46	14.46	14.46	7.67	17.35
Before or After School Rates	N/A	N/A	N/A	N/A	12.25	12.25	6.50	14.70
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00

Approved PROVIDER Reimbursement Rate*
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	6.50	0.00
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**

**Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

***Note: The VPK Wrap Rate reimbursed to the provider requires a VPK Wrap Rate Calculation. The provider's daily payment rate for PR4 and or PR5 is converted to an hourly rate and multiplied by the number of wrap around care hours needed based on VPK daily program hours and the child's unit of care.*

Effective Date of Rates Established in This Exhibit July 1, 2018

Exhibit 3: Provider Reimbursement Rates

Provider Name: IRSD Vero Beach Elementary

Provider Operational Hours: M-F 7:00am-6:00pm ;

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked "To be completed by PROVIDER." COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? Yes No

PROVIDER's Private Pay Rates
(To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	9.00	0.00

COALITION Maximum Reimbursement Rates
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	22.00	20.00	20.00	18.50	18.50	18.50	14.40	22.00
Full-Time Gold Seal Daily Rates	25.96	23.60	23.60	21.83	21.83	21.83	16.99	25.96
Part-Time Daily Rates	14.70	14.10	13.30	12.25	12.25	12.25	6.50	14.70
Part-Time Gold Seal Daily Rates	17.35	16.64	15.69	14.46	14.46	14.46	7.67	17.35
Before or After School Rates	N/A	N/A	N/A	N/A	12.25	12.25	6.50	14.70
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	0.00	0.00	N/A	0.00

Approved PROVIDER Reimbursement Rate*
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time Daily Rates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Before or After School Rates	N/A	N/A	N/A	N/A	0.00	0.00	6.50	0.00
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A	**	**	N/A	**

**Note: Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

***Note: The VPK Wrap Rate reimbursed to the provider requires a VPK Wrap Rate Calculation. The provider's daily payment rate for PR4 and or PR5 is converted to an hourly rate and multiplied by the number of wrap around care hours needed based on VPK daily program hours and the child's unit of care.*

Effective Date of Rates Established in This Exhibit July 1, 2018

Exhibit 4: Holiday Schedule

Provider Name: IRSD Beachland Extended Day Program

Holiday	Date Observed
Labor Day	9/3/2018
Rosh Hashanah	9/10/2018
Thanksgiving	11/21/2018
Thanksgiving	11/22/2018
Christmas	12/24/2018
Christmas	12/25/2018
New Years Eve	12/31/2018
New Years Day	1/1/2019
Martin Luther King Day	1/21/2019
Presidents Day	2/18/2019

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 4: Holiday Schedule

Provider Name: IRSD Citrus Extended Day Program

Holiday	Date Observed
Labor Day	9/3/2018
Rosh Hashanah	9/10/2018
Thanksgiving	11/21/2018
Thanksgiving	11/22/2018
Christmas	12/24/2018
Christmas	12/25/2018
New Years Eve	12/31/2018
New Years Day	1/1/2019
Martin Luther King Day	1/21/2019
Presidents Day	2/18/2019

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 4: Holiday Schedule

Provider Name: IRSD Dodgertown Elementary

Holiday	Date Observed
Labor Day	9/3/2018
Rosh Hashanah	9/10/2018
Thanksgiving	11/21/2018
Thanksgiving	11/22/2018
Christmas	12/24/2018
Christmas	12/25/2018
New Years Eve	12/31/2018
New Years Day	1/1/2019
Martin Luther King Day	1/21/2019
Presidents Day	2/18/2019

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 4: Holiday Schedule

Provider Name: IRSD Fellsmere Elementary

Holiday	Date Observed
Labor Day	9/3/2018
Rosh Hashanah	9/10/2018
Thanksgiving	11/21/2018
Thanksgiving	11/22/2018
Christmas	12/24/2018
Christmas	12/25/2018
New Years Eve	12/31/2018
New Years Day	1/1/2019
Martin Luther King Day	1/21/2019
Presidents Day	2/18/2019

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 4: Holiday Schedule

Provider Name: IRSD Glendale Elementary

Holiday	Date Observed
Labor Day	9/3/2018
Rosh Hashanah	9/10/2018
Thanksgiving	11/21/2018
Thanksgiving	11/22/2018
Christmas	12/24/2018
Christmas	12/25/2018
New Years Eve	12/31/2018
New Years Day	1/1/2019
Martin Luther King Day	1/21/2019
Presidents Day	2/18/2019

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 4: Holiday Schedule

Provider Name: IRSD Indian River Academy

Holiday	Date Observed
Labor Day	9/3/2018
Rosh Hashanah	9/10/2018
Thanksgiving	11/21/2018
Thanksgiving	11/22/2018
Christmas	12/24/2018
Christmas	12/25/2018
New Years Eve	12/31/2018
New Years Day	1/1/2019
Martin Luther King Day	1/21/2019
Presidents Day	2/18/2019

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 4: Holiday Schedule

Provider Name: IRSD Liberty Magnet Extended Day Program

Holiday	Date Observed
Labor Day	9/3/2018
Rosh Hashanah	9/10/2018
Thanksgiving	11/21/2018
Thanksgiving	11/22/2018
Christmas	12/24/2018
Christmas	12/25/2018
New Years Eve	12/31/2018
New Years Day	1/1/2019
Martin Luther King Day	1/21/2019
Presidents Day	2/18/2019

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 4: Holiday Schedule

Provider Name: IRSD Osceola Magnet Extended Day Program

Holiday	Date Observed
Labor Day	9/3/2018
Rosh Hashanah	9/10/2018
Thanksgiving	11/21/2018
Thanksgiving	11/22/2018
Christmas	12/24/2018
Christmas	12/25/2018
New Years Eve	12/31/2018
New Years Day	1/1/2019
Martin Luther King Day	1/21/2019
Presidents Day	2/18/2019

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 4: Holiday Schedule

Provider Name: IRSD Pelican Island Elementary

Holiday	Date Observed
Labor Day	9/3/2018
Rosh Hashanah	9/10/2018
Thanksgiving	11/21/2018
Thanksgiving	11/22/2018
Christmas	12/24/2018
Christmas	12/25/2018
New Years Eve	12/31/2018
New Years Day	1/1/2019
Martin Luther King Day	1/21/2019
Presidents Day	2/18/2019

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 4: Holiday Schedule

Provider Name: IRSD Rosewood Magnet Extended Day Program

Holiday	Date Observed
Labor Day	9/3/2018
Rosh Hashanah	9/10/2018
Thanksgiving	11/21/2018
Thanksgiving	11/22/2018
Christmas	12/24/2018
Christmas	12/25/2018
New Years Eve	12/31/2018
New Years Day	1/1/2019
Martin Luther King Day	1/21/2019
Presidents Day	2/18/2019

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 4: Holiday Schedule

Provider Name: IRSD Sebastian Elementary

Holiday	Date Observed
Labor Day	9/3/2018
Rosh Hashanah	9/10/2018
Thanksgiving	11/21/2018
Thanksgiving	11/22/2018
Christmas	12/24/2018
Christmas	12/25/2018
New Years Eve	12/31/2018
New Years Day	1/1/2019
Martin Luther King Day	1/21/2019
Presidents Day	2/18/2019

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 4: Holiday Schedule

Provider Name: IRSD Treasure Coast Extended Day Program

Holiday	Date Observed
Labor Day	9/3/2018
Rosh Hashanah	9/10/2018
Thanksgiving	11/21/2018
Thanksgiving	11/22/2018
Christmas	12/24/2018
Christmas	12/25/2018
New Years Eve	12/31/2018
New Years Day	1/1/2019
Martin Luther King Day	1/21/2019
Presidents Day	2/18/2019

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 4: Holiday Schedule

Provider Name: IRSD Vero Beach Elementary

Holiday	Date Observed
Labor Day	9/3/2018
Rosh Hashanah	9/10/2018
Thanksgiving	11/21/2018
Thanksgiving	11/22/2018
Christmas	12/24/2018
Christmas	12/25/2018
New Years Eve	12/31/2018
New Years Day	1/1/2019
Martin Luther King Day	1/21/2019
Presidents Day	2/18/2019

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 5: Due Process Procedures

Provider Legal Name: SCHOOL DISTRICT OF INDIAN RIVER COUNTY

1. **Purpose of Exhibit.** Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.

2. **Request for Review Hearing.** If a provider disputes any action taken by the Coalition pursuant to the terms of the Statewide School Readiness Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the Coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.
 - a. **Content of Request for Review Hearing.** The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.
 - b. **Request Time.** The provider's request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.
 - c. **Supporting Documentation.** The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.

3. **Implementation of Review.** If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.
 - a. **Assignment of Review Hearing Committee.** Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. At least one of the members must be a mandatory member as set forth in section 1002.83(4) and at least one other member shall be one of the provider representative members. If no provider representative is available to participate, a waiver is possible if documented in the deliberations of the review hearing committee.

- b. Response to Request for Review Hearing.** Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.
- c. Date and Location Selection.** Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.
- d. Conducting the Review Hearing.** The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.
- e. Review Hearing Committee Decision.** Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The decision of the Review Hearing Committee is final. In its' deliberations, the Review Hearing Committee must determine:
- i.** If the determination made by the Coalition was correct, in whole or in part, or incorrect.
 - ii.** If no part of the determination made by the Coalition was correct, then provider is not required to take further action.
 - iii.** If any part of the determination made by the Coalition is correct, the Committee must identify the portion(s) determined to be correct- and as applicable, decide:
 - A.** If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s); or

B. If the provider's School Readiness Contract or eligibility to offer the School Readiness Program will be terminated, the date of termination.

f. Notice of Review Hearing Conclusion. The Chair of the Review Hearing Committee shall ensure a written notice of the review hearing conclusion is prepared. The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. The dates for either corrective action to be completed, or termination of eligibility to offer the School Readiness [Voluntary Prekindergarten] Program shall be included in the notice. The Chair of the Review Hearing Committee shall approve the notice and ensure it is made public within ten business days of the conclusion of the Review Hearing.

For assistance with reading or understanding the tables and/or graphs in this document, please contact the Office of Early Learning at 1-866-357-3239.



**STATE OF FLORIDA
STATEWIDE SCHOOL READINESS PROVIDER CONTRACT
LICENSE EXEMPT PROVIDER RESPONSIBILITIES
FORM OEL-SR 20LE**

I. PARTIES AND PROVIDER TYPE

1. **Parties.** This document is executed as an attachment to the Contract made and entered into the 1st day of July, 2018, by and between the Early Learning Coalition of ELC of Indian River, Martin, Okeechobee (herein referred to as "COALITION"), and SCHOOL DISTRICT OF INDIAN RIVER COUNTY (herein referred to as "PROVIDER").

2. **Provider Type.** To be eligible to deliver the school readiness program, PROVIDER must be one of the provider types identified in section s.1002.88(1)(a), Florida Statutes (F.S.). This form is designed for use by license exempt providers. PROVIDER must check the box to indicate PROVIDER's type:
 - A public school or nonpublic school exempt from licensure under s. 402.3025, F.S.
 - A faith-based child care provider exempt from licensure under s. 402.316, F.S.
 - A before-school or after-school program described in s. 402.305(1)(c), F.S., which is not licensed.
 - A summer camp described in s. 402.305(1)(c), F.S., which is not licensed.

II. LICENSE EXEMPT PROVIDER RESPONSIBILITIES

1. **Health and Safety.** In accordance with s. 1002.88(1)(c), F.S., PROVIDER agrees to provide basic health and safety of its premises and facilities and compliance with requirements for age-appropriate immunizations of children enrolled in the school readiness program.
 - a. In accordance with s. 1002.88(1)(c), F.S., PROVIDER agrees to comply with the health and safety standards and checklist(s) established pursuant to ss. 1002.82, F.S., and Rule 6M-4.620, F.A.C., and verified by the Department of Children and Families or, if applicable, Local Licensing Agency.
 - b. In accordance with s. 1002.88(1)(e), F.S., PROVIDER agrees to employ child care personnel, as defined in s. 402.302(3), who have satisfied the screening requirements of chapter 402 and fulfilled the training requirements of the office pursuant to Rule 6M-4.620, F.A.C.

2. **Group Size and Staff to Children Ratio.**
In accordance with s. 1002.88(1)(d), F.S., PROVIDER agrees to maintain the required group size and staff to child ratio in accordance with ss. 402.302(8) or (11), F.S., as applicable, and as verified pursuant to s. 402.311, F.S.

3. **Insurance.**
 - a. **General liability.** In accordance with s. 1002.88(1)(l), F.S., PROVIDER agrees to maintain general liability insurance and provide the coalition with written evidence of general liability insurance coverage, including coverage for transportation of children if school readiness program children are transported by PROVIDER. PROVIDER must obtain and retain an

insurance policy that provides a minimum of \$100,000 of coverage per occurrence and a minimum of \$300,000 general aggregate coverage. PROVIDER must add the coalition as a named certificate holder and as an additional insured. PROVIDER must provide COALITION with a minimum of ten (10) calendar days' advance written notice of cancellation of or changes to coverage. The general liability insurance required by this paragraph must remain in full force and effect for the entire period of this Contract.

b. State Agencies and Subdivisions. In accordance with section 1002.88(1)(o), F.S., if PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), PROVIDER agrees to notify the coalition of any additional liability coverage maintained by the provider in addition to that otherwise established under s. 768.28, F.S.

4. Substitute Instructors. In accordance with s. 1002.83(14), F.S., COALITION may request a list of all individuals currently eligible to act as a substitute teacher from a school district. If PROVIDER is a child care facility as defined in s. 402.302, F.S., PROVIDER may employ individuals listed as substitute instructors for the purpose of providing the school readiness program, the Voluntary Prekindergarten Education Program, and all other legally operating child care programs.

Exhibit 1: Provider Location List Attachment

Provider Name: SCHOOL DISTRICT OF INDIAN RIVER C

Location Number	Location Legal Name	Doing Business As Name	Physical Address	Employer Identification Number (DCF/FEIN)	Curriculum (Date/Edition)	Character Development (Date/Edition)	Official Use Only
1	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Beachland Extended Day Program	3350 Indian River Drive East Vero Beach, FL 32963	596000673	OTHER ()		
2	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Citrus Extended Day Program	2771 4TH ST VERO BEACH, FL 32968-2050	596000673	OTHER ()		
3	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Dodgertown Elementary	4350 43RD AVE VERO BEACH, FL 32967-1075	596000673	CREATE PRESCHOOL (5th edition/2010), OTHER ()	VPK uses Becky Bailey's Conscious Discipline.	
4	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Fellsmere Elementary	50 N CYPRESS ST FELLSMERE, FL 32948-6612	596000673	SCHOLASTIC ENGLISH (1st edition/2010), OTHER ()	VPK uses Becky Bailey's Conscious Discipline Framework.	
5	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Glendale Elementary	4940 8TH ST 1426 19TH ST VERO BEACH, FL 32968-1121	596000673	CREATE PRESCHOOL (5th edition/2010), OTHER ()	VPK uses Becky Bailey's Conscious Discipline Framework.	
6	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Indian River Academy	500 20TH ST SW VERO BEACH, FL 32962-7136	596000673	CREATE PRESCHOOL (5th edition/2010), OTHER ()	VPK uses Becky Bailey's Conscious Discipline Framework.	
7	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Liberty Magnet Extended Day Program	6850 81ST ST VERO BEACH, FL 32967-4613	596000673	OTHER ()		
8	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Osceola Magnet Extended Day Program	665 20TH ST VERO BEACH, FL 32960-5439	596000673	OTHER ()		

Location Number	Location Legal Name	Doing Business As Name	Physical Address	Employer Identification Number (DCF/FEIN)	Curriculum (Date/Edition)	Character Development (Date/Edition)	Official Use Only
9	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Pelican Island Elementary	1355 SCHUMANN DR SEBASTIAN, FL 32958-6269	596000673	CREATE PRESCHOOL (5th edition/2010), OTHER ()	VPK uses Becky Bailey's Conscious Discipline Framework.	
10	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Rosewood Magnet Extended Day Program	3850 16TH ST VERO BEACH, FL 32960-2779	596000673	OTHER ()		
11	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Sebastian Elementary	400 SEBASTIAN BLVD SEBASTIAN, FL 32958-4551	596000673	OTHER ()		
12	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Treasure Coast Extended Day Program	8955 85TH ST SEBASTIAN, FL 32958-6472	596000673	OTHER ()		
13	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	IRSD Vero Beach Elementary	1770 12TH ST VERO BEACH, FL 32960-3731	596000673	CREATE PRESCHOOL (5th edition/2010), OTHER ()	VPK uses Becky Bailey's Conscious Discipline	

**MULTI-DISTRICT PROGRAM AGREEMENT
ST. LUCIE COUNTY SCHOOL DISTRICT AND
INDIAN RIVER COUNTY SCHOOL DISTRICT
2018-2019 SCHOOL YEAR**

This Agreement entered into this 1st day of July, 2018 by and between the St. Lucie County School District (“St. Lucie”) and the Indian River County School District (“Indian River”).

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

St. Lucie and Indian River agree to cooperate in providing services to students with disabilities in the following areas: Intellectually Disabled, Physically Impaired (to include Orthopedically Impaired, Other Health Impaired, and Traumatic Brain Injury), Speech/Language Disabilities, Deaf or Hard of Hearing, Blind or Visually Impaired, Dual/Sensory Impaired, Emotional/Behavioral Disability, Specific Learning Disabilities, Hospitalized/Homebound, Physical or Occupational Therapy, or Autism Spectrum Disorder.

If the school district where the student resides (hereinafter referred to as “resident school district”) determines that it cannot provide the appropriate placement and services needed for the student with one of the disabilities listed above, the resident school district may request that the other school district to this agreement (hereinafter referred to as “receiving school district”) provide the appropriate placement and services needed.

Upon receipt of a request from the resident school district, if the proposed receiving school district determines, in its sole discretion, that it cannot provide an appropriate placement for the student, then the resident school district shall remain solely responsible for providing the appropriate placement and services, including all costs associated with implementing such placement.

The receiving school district shall receive all FTE funds generated by and associated with the student for whom the services are provided.

It shall be the receiving school district’s responsibility to:

1. Designate responsibilities for the implementation of school district procedures pursuant to Fla. Admin. Code Rule 6A-6.03411;
2. Provide transportation within the receiving school district from one school to another as needed during the school day;
3. Provide program and staff supervision; and

4. Use the FTE funds generated by the students served pursuant to this Agreement to fund the programs serving such students.

The resident school district shall provide transportation for the student to and from the resident school district to the school identified by the receiving school district.

This Agreement will be in effect from July 1, 2018 through June 30, 2019. St. Lucie or Indian River may terminate this Agreement by providing the other school district with prior written notice of the school district's intent to terminate the Agreement no earlier than ninety (90) days from the date of the notice.

In witness whereof, the parties have made and executed this Agreement on the date noted above.

ATTEST:

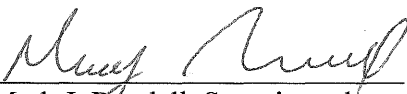
THE SCHOOL BOARD OF ST. LUCIE
COUNTY, FLORIDA

E. Wayne Gent, Superintendent

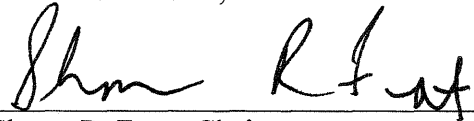
Troy Ingersoll, Chair

ATTEST:

THE SCHOOL BOARD OF INDIAN
RIVER COUNTY, FLORIDA



Dr. Mark J. Rendell, Superintendent



Shawn R. Frost, Chair

6/26/18
Date

6/26/18
Date

HIPAA BUSINESS ASSOCIATE AGREEMENT

(Including HITECH Requirements)

This Business Associate Agreement (this “Agreement”) is effective as of October 1, 2018 and is among the School Board of Indian River County, Florida (“Employer”), the group health plans of the Employer (each a “Covered Entity” and collectively, the “Covered Entities”) and UnitedHealthcare Insurance Company in a limited capacity (“Business Associate,”) and together with the Employer and the Covered Entities (the “Parties”).

Witnesseth:

Whereas, the Parties wish to ensure the privacy of certain information used and disclosed in the provision of services (“Services”) by UnitedHealthcare Insurance Company when acting in the capacity of a Business Associate in order to facilitate compliance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”) and the implementing regulations (45 C.F.R. Parts 160 and 164) (collectively, “HIPAA”);

Whereas, Employer, as plan sponsor of the Covered Entities, has the authority to execute documents on behalf of each Covered Entity; and

Whereas, the Parties acknowledge and agree that Business Associate performs the Services on behalf of the Employer, but to the extent HIPAA applies, may perform certain of the Services on behalf of the Covered Entities;

Now, therefore, for and in consideration of the mutual agreements, terms, covenants and conditions herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Terms.

- (a) Capitalized terms used in this Agreement shall have the meanings set forth in HIPAA (except “use” and “disclosure” or derivations thereof, which shall also be as defined in HIPAA), which definitions are hereby incorporated by reference.
- (b) “PHI” shall mean Protected Health Information as defined in HIPAA, except that PHI shall be limited to information received, used or disclosed by Business Associate to provide Services on behalf of the Covered Entities as permitted hereunder.

2. “Services” shall mean various health management projects that Business Associate performs from time to time, and that involve the use of PHI.

3. Obligations and Activities of Business Associate.

- (a) **Permissible Uses and Disclosures.** Business Associate agrees to use or disclose PHI only as permitted or required by this Agreement, as Required by Law, to perform the Services or as directed by a Covered Entity or the Employer.

- (b) **Safeguards.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI by Business Associate other than as provided for by this Agreement.
- (c) **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (d) **Impermissible Uses and Disclosures.** Business Associate agrees to report to the Employer, who will report to the Covered Entities, any use or disclosure of PHI by Business Associate not permitted or required by this Agreement or the Services, of which Business Associate becomes aware.
- (e) **Security Incidents.** As of the effective date of this Agreement, Business Associate shall:
 - (i) as required by the HITECH Act, implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that Business Associate creates, receives, maintains, or transmits;
 - (ii) report to the Covered Entities any successful Security Incident of which Business Associate becomes aware, and
 - (iii) report the aggregate number of unsuccessful, unauthorized attempts to access, use, disclose, modify, or destroy electronic PHI or interfere with systems operations in an information system containing PHI, of which Business Associate becomes aware, provided that:
 - A. such reports will be provided only as frequently as the Parties mutually agree, but no more than once per calendar quarter, and
 - B. if the definition of “Security Incident” is amended to remove the requirement for reporting “unsuccessful” attempts to use, disclose, modify or destroy electronic PHI, this Section 2(e) (iii) shall no longer apply as of the effective date of such amendment.
- (f) **Breaches.** Business Associate agrees to provide to the Covered Entity a report in compliance with Section 13402 of the HITECH Act after any Breach (as defined in Sec. 13400(1) of the HITECH Act) of which it becomes aware as soon as reasonably practicable. Such report will include, among other relevant information, a description of the Breach, date of the Breach, date of discovery of the Breach, the amount and type of PHI that was disclosed, and the steps taken to prevent further harm.
- (g) **Agents.** Business Associate agrees to ensure any agent, including a subcontractor, to whom it provides PHI, shall agree to restrictions and conditions at least as stringent

as those that apply through this Agreement to Business Associate with respect to such information.

- (h) **Governmental Audits.** Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner mutually agreed to by the Parties or designated by the Secretary, for purposes of the Secretary determining any Covered Entity's compliance with HIPAA. Covered Entity shall, or shall cause Employer to, advise Business Associate in writing within ten (10) business days of any receipt from the Secretary of any such request. Employer shall reimburse Business Associate for its reasonable time and expenses incurred as a result of any such audit.
- (i) **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for the Covered Entities to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Unless otherwise prohibited, the appropriate Covered Entity shall provide, or cause to be provided, to Business Associate, a written request no less than ten (10) business days prior to the date upon which Business Associate shall provide the information required for such an accounting. Upon mutual agreement between the Parties regarding the cost and the manner to provide for an accounting as required herein, Business Associate will make available to such Covered Entity, or to Employer at the Covered Entity's direction, in Business Associate's normal format, information relating to disclosures of PHI. Business Associate shall not be required to document any disclosures the Covered Entity would not be required to account for under HIPAA, including without limitation, (i) those described at 45 C.F.R. § 164.528, or (ii) that occurred prior to the effective date of this Agreement. For repetitive disclosures Business Associate makes to the same person or entity (including to a Covered Entity) for a single purpose, Business Associate may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures and (iii) the date of the last of these repetitive disclosures. The Parties agree that Business Associate's disclosures of PHI to perform the Services are made on behalf of the Covered Entities for their Treatment, Payment or Health Care Operations. Accordingly, Business Associate shall not be required to track and provide for an accounting of such disclosures.
- (j) **Access to PHI.** Business Associate shall make PHI available in accordance with 45 C.F.R. § 164.524. The appropriate Covered Entity shall provide, or cause to be provided, to Business Associate, a written request no less than ten (10) business days prior to the date upon which Business Associate shall make such PHI available. Unless otherwise prohibited, and upon mutual agreement between the Parties regarding the cost and manner to make PHI available as required herein, Business Associate shall provide to the appropriate Covered Entity, or to Employer at such Covered Entity's direction, all of the PHI in Business Associate's possession at the time of the request contained in the Designated Record Set for that Covered Entity. Business Associate shall provide such information in the format routinely used for the exchange of such information in connection with Services.

- (k) **Amending PHI.** Business Associate shall make PHI available in accordance with 45 C.F.R. § 164.526. The appropriate Covered Entity shall provide, or cause to be provided, to Business Associate, a written request no less than ten (10) business days prior to the date upon which Business Associate shall make such PHI available. Unless otherwise prohibited, and upon mutual agreement between the Parties regarding the cost and manner to amend PHI, Business Associate shall provide to the Covered Entity, or to Employer at such Covered Entity's direction, all of the PHI in Business Associate's possession at the time of the request contained in the Designated Record Set for that Covered Entity. Business Associate shall provide such information in the format routinely used for the exchange of such information in connection with Services. The appropriate Covered Entity shall cause Employer to amend such information and return such amended information to Business Associate in the format Employer routinely transmits such information to Business Associate in connection with the Services. Such corrected information shall not constitute PHI until used or disclosed by Business Associate on behalf of a Covered Entity as provided for herein.

3. **Permitted uses and disclosures by Business Associate.**

- (a) Business Associate may use or disclose PHI as permitted or required by this Agreement, as Required by Law, to perform the Services, or as directed by the Covered Entity or Employer.
- (b) Business Associate may use PHI for the proper management and administration of Business Associate, to carry out the legal responsibilities of Business Associate, or as Required by Law.
- (c) Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out legal responsibilities provided that such disclosures are (i) Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Business Associate may use PHI to provide Data Aggregation services to the Covered Entities as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (e) Business Associate may use or disclose PHI to the extent and for purposes authorized by the Individual.
- (f) Business Associate may use PHI to de-identify the information pursuant to 45 C.F.R. § 164.514(b) and may use or disclose such de-identified information for any purpose provided that no data is identifiable by Employer.
- (g) Business Associate may use and disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

- 4. Obligations, Covenants and Warranties of the Covered Entities.** Each Covered Entity hereby agrees, covenants and warrants to, or cause the Employer to:
- (a) Notify Business Associate of any limitation(s) in their respective notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (b) Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (c) Notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
 - (d) Obtain all Authorizations necessary for any use or disclosure of any PHI as contemplated pursuant to the Services.
- 5. Agreement Regarding Use and Disclosure.** The Parties agree, or represent and warrant as the case may be, as follows:
- (a) **Uses and Disclosures.** Neither the Covered Entities nor the Employer shall request that Business Associate use or disclose PHI in any manner that would not be permissible under HIPAA.
 - (b) **Substitution of Terms.** Any use or disclosure of PHI by Business Associate or Employer pursuant to the Services that is invalidated by the terms and provisions of this Agreement will be interpreted by substituting the appropriate Covered Entity for the Employer and thereby permit such use or disclosure to be valid under this Agreement.
 - (c) **Changes.** Employer shall determine whether any changes to the Services are required by this Agreement, and any such changes, including without limitation changes required pursuant to Section 4, shall be mutually agreed upon between the Employer and Business Associate in writing. The Parties further agree that any change to the Services that permits a use or disclosure of PHI by Business Associate on behalf of any Covered Entity shall be pursuant to that Covered Entity's Treatment, Payment or Health Care Operations, unless this Agreement is amended in writing.
 - (d) **Individuals.** Business Associate may direct any Individual to the appropriate Covered Entity, or to Employer at such Covered Entity's direction, to permit fulfillment of such Covered Entity's obligations under 45 C.F.R. § 164.522, 45 C.F.R. § 164.524, 45 C.F.R. § 164.526 and 45 C.F.R. § 164.528.
 - (e) **Purpose.** The purpose of this Agreement is to address obligations imposed by HIPAA. The Services are provided to Employer by Business Associate. However, the Parties hereby acknowledge that some Services may be performed on behalf of the Covered Entities.

- (f) **Minimum Necessary.** The Parties agree to limit the use, disclosure or request for PHI to the amount and content of PHI necessary to meet the requirements of Business Associate's obligations to the Covered Entity. Business Associate shall determine what constitutes Minimum Necessary to accomplish the intended purpose of the use, disclosure or request.

6. Term and Termination.

- (a) **Term.** This Agreement shall be effective upon execution by the Parties and shall terminate upon termination of the Services, or upon ninety (90) days notice by either party. This Agreement shall terminate as to any given Covered Entity upon termination of that Covered Entity by Employer.
- (b) **Termination for Cause.** Upon the Covered Entities' or Business Associate's knowledge of a material breach by the other party, the Covered Entities or Business Associate may either:
 - (i) Notify the breaching party of the breach and provide the breaching party sixty (60) days from the date of notice to cure the breach, and terminate this Agreement and the related portion of the Services if the breaching party does not cure the breach within that sixty (60) day period, unless otherwise extended by the non-breaching party;
 - (ii) Immediately terminate this Agreement and the related portion of the Services if the breaching party has breached a material term of this Agreement and cure is not possible; or
 - (iii) If neither termination nor cure is feasible, the non-breaching party shall report the breach to the Secretary.
- (c) **Effect of Termination.** The Parties agree that the return or destruction of the PHI upon the termination of this Agreement is infeasible, and Business Associate shall continue to apply the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Miscellaneous.

- (a) **Regulatory References.** A reference in this Agreement to a section of the Code of Federal Regulations means the section, as amended from time to time.
- (b) **Amendment.** The Parties agree to take such reasonable actions as are necessary to amend this Agreement from time to time as is necessary for the Covered Entities and Business Associate to comply with the requirements of HIPAA.
- (c) **Survival.** The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.

- (d) **Confidentiality.** The terms of this Agreement shall remain confidential except as described hereunder, except that Business Associate may disclose the terms of this Agreement to entities that Business Associate reasonably believes are (i) part of an Organized Health Care Arrangement of which any of the Covered Entities are a part, or (ii) other business associates of such Covered Entity.
- (e) **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit the Covered Entities and Business Associate to comply with HIPAA.
- (f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one binding agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals effective on the date set forth above.

UnitedHealthcare Insurance Company

Signature: _____

Title: Deputy General Counsel

**School Board of Indian River County,
Florida, on behalf of each Covered Entity:**

Signature: _____

Title: Chairman, School District of Indian River County

**School Board of Indian River County,
Florida, as Employer:**

Signature: _____

Title: Superintendent, School District of Indian River County

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

THIS AGREEMENT, entered into this 15th day of June, 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 UnitedHealthcare Insurance Company hereinafter referred to as the “**CONTRACTOR**”, is as follows:

1. SCOPE OF WORK

2. The Contractor shall, in a satisfactory and proper manner as determined by the Superintendent, perform the following:
Nature of Contracted Services: As outlined in UnitedHealthcare Insurance Company’s response to SDIRC 06-0-2018 - JC RFP Group Vision (“RFP Response”) and group policy incorporated herein by reference and made a part of this agreement

3. TERM OF AGREEMENT

The **Contractor** shall commence performance of the Agreement on the 1st day of October, 2018, and shall complete performance per the terms of the RFP Response and group policy no later than the 30th day of September, 2021, with two one year renewal options, at rates for the second year of the renewal options to be determined and agreed upon in writing by the parties at the time of renewal. **School Board** reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the **Contractor**.

School Board may terminate the group policy at any time by giving UnitedHealthcare Insurance Company written notice. The effective date of termination will be the later of:

1. The date stated in the notice; or
2. The date Contractor receives the notice.

School Board will be responsible for all premiums due and payable up to the date of termination of the policy.

4. COMPENSATION

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount noted in the RFP Response and group policy, 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.

5. 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 monthly based on the monthly rates, as shown on Exhibit A
- Partial payments in the amount of \$ _____ after/before each invoice.
- Please see payment schedule hereto attached and incorporated into this Agreement.

6. 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.

7. 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.

8. ENTIRE AGREEMENT

It is understood and agreed that this Agreement including the RFP Response, and the fully insured policy, contains the complete understanding and agreement of the parties. The parties also agree that the terms and conditions of the filed and approved fully insured policy controls over the administration of the fully insured benefits. No other 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.

9. 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.

10. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

Contractor will indemnify and hold harmless with respect to any losses, liabilities, penalties, fines, costs, damages and expenses that the School Board of Indian River County incurs which arise out of Contractor's gross negligence or willful misconduct in the performance of its obligations under this Agreement or its material breach of this Agreement, as determined by a court or other tribunal having jurisdiction of the matter. Contractor does not indemnify and hold harmless for the actions of its network providers, but does require that they maintain malpractice insurance to insure against any claims for damages arising by reason of personal injury occasioned in connection with the performance of the providers' services.

11. DUTY TO DEFEND

Contractor will indemnify and hold harmless with respect to any losses, liabilities, penalties, fines, costs, damages and expenses that the School Board of Indian River County incurs which arise out of Contractor's gross negligence or willful misconduct in the performance of its obligations under this Agreement or its material breach of this Agreement, as determined by a court or other tribunal having jurisdiction of the matter. Contractor does not indemnify and hold harmless for the actions of its network providers, but does require that they maintain malpractice insurance to insure against any claims for damages arising by reason of personal injury occasioned in connection with the performance of the providers' services.

12. 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.

13. 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).

14. 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.

In response to requests for records under this section the **Contractor** will clearly mark each item it considers to be a trade secret..

15. PATENTS, COPYRIGHTS AND ROYALTIES

All documentation produced or created exclusively for the School Board of Indian River County under the Agreement, and not applicable to Contractor's general book of business, shall be considered the property of the School Board of Indian River County. Contractor's claim payment methodologies and software, the software for our portals, processes related to appeals, our reimbursement policy and methodologies, Contractor's medical, vision, life, disability, and dental policies and technologies that identify when the policy should be applied, and Contractor's network discounts simply cannot become "Work for Hire" items belonging to the School Board of Indian River County.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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").

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 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.

23. NO WAIVER

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

24. 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.

25. 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.

26. 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 **UnitedHealthcare Insurance Company**
Contact's Name/Title **Attn: Legal Department**
Address: **6220 Old Dobbin Lane, Suite 200**
 Columbia, MD 21045

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: _____

With a copy to:

Department **Finance and Employee Services Department**
Department Director **Attn: Amy Yeitter**
Address: **6500 57th Street**
 Vero Beach, Florida 32967

And a copy to:

Department **Finance and Employee Services Department**
Department Director **Attn: Carter Morrison**
Address: **6500 57th Street**
 Vero Beach, Florida 32967

27. 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.

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

THIS AGREEMENT, entered into this 15th day of June, 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 UnitedHealthcare Insurance Company hereinafter referred to as the “**CONTRACTOR**”, is as follows:

1. SCOPE OF WORK

2. The Contractor shall, in a satisfactory and proper manner as determined by the Superintendent, perform the following:
Nature of Contracted Services: As outlined in UnitedHealthcare Insurance Company’s response to_SDIRC 06-0-2018 - JC RFP Group Vision (“RFP Response”) and group policy incorporated herein by reference and made a part of this agreement

3. TERM OF AGREEMENT

The **Contractor** shall commence performance of the Agreement on the 1st day of October, 2018, and shall complete performance per the terms of the RFP Response and group policy no later than the 30th day of September, 2021, with two one year renewal options, at rates for the second year of the renewal options to be determined and agreed upon in writing by the parties at the time of renewal. **School Board** reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the **Contractor**.

School Board may terminate the group policy at any time by giving UnitedHealthcare Insurance Company written notice. The effective date of termination will be the later of:

1. The date stated in the notice; or
2. The date Contractor receives the notice.

School Board will be responsible for all premiums due and payable up to the date of termination of the policy.

4. COMPENSATION

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount noted in the RFP Response and group policy, 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.

Exhibit A

**UNITEDHEALTHCARE VISION PLAN MONTHLY PREMIUM RATES
October 1, 2018 - September 30, 2022**

Low Plan

EE Only	5.09
EE + Spouse	8.57
EE + Child(ren)	8.74
EE + Family	13.84

High Plan

EE Only	5.67
EE + Spouse	9.53
EE + Child(ren)	9.77
EE + Family	15.39

Note: There is a 3% rate cap on the rates for the Plan Year October 1, 2022 through September 30, 2023.

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HIPAA BUSINESS ASSOCIATE AGREEMENT

(Including HITECH Requirements)

This Business Associate Agreement (this “Agreement”) is effective as of June 18, 2018 and is among the School Board of Indian River County, Florida, (“Employer”), the group health plans of the Employer (each a “Covered Entity” and collectively, the “Covered Entities”) and Chard-Snyder (“Business Associate,” and together with the Employer and the Covered Entities, the “Parties”).

Witnesseth:

Whereas, the Parties wish to ensure the privacy of certain information used and disclosed in the provision of services (“Services”) by Business Associate in order to facilitate compliance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”) and the implementing regulations (45 C.F.R. Parts 160 and 164) (collectively, “HIPAA”);

Whereas, Employer, as plan sponsor of the Covered Entities, has the authority to execute documents on behalf of each Covered Entity; and

Whereas, the Parties acknowledge and agree that Business Associate performs the Services on behalf of the Employer, but to the extent HIPAA applies, may perform certain of the Services on behalf of the Covered Entities;

Now, therefore, for and in consideration of the mutual agreements, terms, covenants and conditions herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Terms.

- (a) Capitalized terms used in this Agreement shall have the meanings set forth in HIPAA (except “use” and “disclosure” or derivations thereof, which shall also be as defined in HIPAA), which definitions are hereby incorporated by reference.
- (b) “PHI” shall mean Protected Health Information as defined in HIPAA, except that PHI shall be limited to information received, used or disclosed by Business Associate to provide Services on behalf of the Covered Entities as permitted hereunder.

2. “Services” shall mean various health management projects that Business Associate performs from time to time, and that involve the use of PHI.

3. Obligations and Activities of Business Associate.

- (a) **Permissible Uses and Disclosures.** Business Associate agrees to use or disclose PHI only as permitted or required by this Agreement, as Required by Law, to perform the Services or as directed by a Covered Entity or the Employer.

- (b) **Safeguards.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI by Business Associate other than as provided for by this Agreement.
- (c) **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (d) **Impermissible Uses and Disclosures.** Business Associate agrees to report to the Employer, who will report to the Covered Entities, any use or disclosure of PHI by Business Associate not permitted or required by this Agreement or the Services, of which Business Associate becomes aware.
- (e) **Security Incidents.** As of the effective date of this Agreement, Business Associate shall:
 - (i) as required by the HITECH Act, implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that Business Associate creates, receives, maintains, or transmits;
 - (ii) report to the Covered Entities any successful Security Incident of which Business Associate becomes aware, and
 - (iii) report the aggregate number of unsuccessful, unauthorized attempts to access, use, disclose, modify, or destroy electronic PHI or interfere with systems operations in an information system containing PHI, of which Business Associate becomes aware, provided that:
 - A. such reports will be provided only as frequently as the Parties mutually agree, but no more than once per calendar quarter, and
 - B. if the definition of “Security Incident” is amended to remove the requirement for reporting “unsuccessful” attempts to use, disclose, modify or destroy electronic PHI, this Section 2(e)(iii) shall no longer apply as of the effective date of such amendment.
- (f) **Breaches.** Business Associate agrees to provide to the Covered Entity a report in compliance with Section 13402 of the HITECH Act after any Breach (as defined in Sec. 13400(1) of the HITECH Act) of which it becomes aware as soon as reasonably practicable. Such report will include, among other relevant information, a description of the Breach, date of the Breach, date of discovery of the Breach, the amount and type of PHI that was disclosed, and the steps taken to prevent further harm.
- (g) **Agents.** Business Associate agrees to ensure any agent, including a subcontractor, to whom it provides PHI shall agree to restrictions and conditions at least as stringent as

those that apply through this Agreement to Business Associate with respect to such information.

- (h) **Governmental Audits.** Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner mutually agreed to by the Parties or designated by the Secretary, for purposes of the Secretary determining any Covered Entity's compliance with HIPAA. Covered Entity shall, or shall cause Employer to, advise Business Associate in writing within ten (10) business days of any receipt from the Secretary of any such request. Employer shall reimburse Business Associate for its reasonable time and expenses incurred as a result of any such audit.
- (i) **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and information related to such disclosures as would be required for the Covered Entities to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Unless otherwise prohibited, the appropriate Covered Entity shall provide, or cause to be provided, to Business Associate, a written request no less than ten (10) business days prior to the date upon which Business Associate shall provide the information required for such an accounting. Upon mutual agreement between the Parties regarding the cost and the manner to provide for an accounting as required herein, Business Associate will make available to such Covered Entity, or to Employer at the Covered Entity's direction, in Business Associate's normal format, information relating to disclosures of PHI. Business Associate shall not be required to document any disclosures the Covered Entity would not be required to account for under HIPAA, including without limitation, (i) those described at 45 C.F.R. § 164.528, or (ii) that occurred prior to the effective date of this Agreement. For repetitive disclosures Business Associate makes to the same person or entity (including to a Covered Entity) for a single purpose, Business Associate may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures and (iii) the date of the last of these repetitive disclosures. The Parties agree that Business Associate's disclosures of PHI to perform the Services are made on behalf of the Covered Entities for their Treatment, Payment or Health Care Operations. Accordingly, Business Associate shall not be required to track and provide for an accounting of such disclosures.
- (j) **Access to PHI.** Business Associate shall make PHI available in accordance with 45 C.F.R. § 164.524. The appropriate Covered Entity shall provide, or cause to be provided, to Business Associate, a written request no less than ten (10) business days prior to the date upon which Business Associate shall make such PHI available. Unless otherwise prohibited, and upon mutual agreement between the Parties regarding the cost and manner to make PHI available as required herein, Business Associate shall provide to the appropriate Covered Entity, or to Employer at such Covered Entity's direction, all of the PHI in Business Associate's possession at the time of the request contained in the Designated Record Set for that Covered Entity. Business Associate shall provide such information in the format routinely used for the exchange of such information in connection with Services.

- (k) **Amending PHI.** Business Associate shall make PHI available in accordance with 45 C.F.R. § 164.526. The appropriate Covered Entity shall provide, or cause to be provided, to Business Associate, a written request no less than ten (10) business days prior to the date upon which Business Associate shall make such PHI available. Unless otherwise prohibited, and upon mutual agreement between the Parties regarding the cost and manner to amend PHI, Business Associate shall provide to the Covered Entity, or to Employer at such Covered Entity's direction, all of the PHI in Business Associate's possession at the time of the request contained in the Designated Record Set for that Covered Entity. Business Associate shall provide such information in the format routinely used for the exchange of such information in connection with Services. The appropriate Covered Entity shall cause Employer to amend such information and return such amended information to Business Associate in the format Employer routinely transmits such information to Business Associate in connection with the Services. Such corrected information shall not constitute PHI until used or disclosed by Business Associate on behalf of a Covered Entity as provided for herein.

3. Permitted uses and disclosures by Business Associate.

- (a) Business Associate may use or disclose PHI as permitted or required by this Agreement, as Required by Law, to perform the Services, or as directed by the Covered Entity or Employer.
- (b) Business Associate may use PHI for the proper management and administration of Business Associate, to carry out the legal responsibilities of Business Associate, or as Required by Law.
- (c) Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out legal responsibilities provided that such disclosures are (i) Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Business Associate may use PHI to provide Data Aggregation services to the Covered Entities as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (e) Business Associate may use or disclose PHI to the extent and for purposes authorized by the Individual.
- (f) Business Associate may use PHI to de-identify the information pursuant to 45 C.F.R. § 164.514(b) and may use or disclose such de-identified information for any purpose provided that no data is identifiable by Employer.
- (g) Business Associate may use and disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

- 4. Obligations, Covenants and Warranties of the Covered Entities.** Each Covered Entity hereby agrees, covenants and warrants to, or cause the Employer to:
- (a) Notify Business Associate of any limitation(s) in their respective notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (b) Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (c) Notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
 - (d) Obtain all Authorizations necessary for any use or disclosure of any PHI as contemplated pursuant to the Services.
- 5. Agreement Regarding Use and Disclosure.** The Parties agree, or represent and warrant as the case may be, as follows:
- (a) **Uses and Disclosures.** Neither the Covered Entities nor the Employer shall request that Business Associate use or disclose PHI in any manner that would not be permissible under HIPAA.
 - (b) **Substitution of Terms.** Any use or disclosure of PHI by Business Associate or Employer pursuant to the Services that is invalidated by the terms and provisions of this Agreement will be interpreted by substituting the appropriate Covered Entity for the Employer and thereby permit such use or disclosure to be valid under this Agreement.
 - (c) **Changes.** Employer shall determine whether any changes to the Services are required by this Agreement, and any such changes, including without limitation changes required pursuant to Section 4, shall be mutually agreed upon between the Employer and Business Associate in writing. The Parties further agree that any change to the Services that permits a use or disclosure of PHI by Business Associate on behalf of any Covered Entity shall be pursuant to that Covered Entity's Treatment, Payment or Health Care Operations, unless this Agreement is amended in writing.
 - (d) **Individuals.** Business Associate may direct any Individual to the appropriate Covered Entity, or to Employer at such Covered Entity's direction, to permit fulfillment of such Covered Entity's obligations under 45 C.F.R. § 164.522, 45 C.F.R. § 164.524, 45 C.F.R. § 164.526 and 45 C.F.R. § 164.528.
 - (e) **Purpose.** The purpose of this Agreement is to address obligations imposed by HIPAA. The Services are provided to Employer by Business Associate. However, the Parties hereby acknowledge that some Services may be performed on behalf of the Covered Entities.

- (f) **Minimum Necessary.** The Parties agree to limit the use, disclosure or request for PHI to the amount and content of PHI necessary to meet the requirements of Business Associate's obligations to the Covered Entity. Business Associate shall determine what constitutes Minimum Necessary to accomplish the intended purpose of the use, disclosure or request.

6. Term and Termination.

- (a) **Term.** This Agreement shall be effective upon execution by the Parties and shall terminate upon termination of the Services, or upon ninety (90) days notice by either party. This Agreement shall terminate as to any given Covered Entity upon termination of that Covered Entity by Employer.
- (b) **Termination for Cause.** Upon the Covered Entities' or Business Associate's knowledge of a material breach by the other party, the Covered Entities or Business Associate may either:
 - (i) Notify the breaching party of the breach and provide the breaching party sixty (60) days from the date of notice to cure the breach, and terminate this Agreement and the related portion of the Services if the breaching party does not cure the breach within that sixty (60) day period, unless otherwise extended by the non-breaching party;
 - (ii) Immediately terminate this Agreement and the related portion of the Services if the breaching party has breached a material term of this Agreement and cure is not possible; or
 - (iii) If neither termination nor cure is feasible, the non-breaching party shall report the breach to the Secretary.
- (c) **Effect of Termination.** The Parties agree that the return or destruction of the PHI upon the termination of this Agreement is infeasible, and Business Associate shall continue to apply the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Miscellaneous.


- (a) **Regulatory References.** A reference in this Agreement to a section of the Code of Federal Regulations means the section, as amended from time to time.
- (b) **Amendment.** The Parties agree to take such reasonable actions as are necessary to amend this Agreement from time to time as is necessary for the Covered Entities and Business Associate to comply with the requirements of HIPAA.
- (c) **Survival.** The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.

- (d) **Confidentiality.** The terms of this Agreement shall remain confidential except as described hereunder, except that Business Associate may disclose the terms of this Agreement to entities that Business Associate reasonably believes are (i) part of an Organized Health Care Arrangement of which any of the Covered Entities are a part, or (ii) other business associates of such Covered Entity.
- (e) **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit the Covered Entities and Business Associate to comply with HIPAA.
- (f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one binding agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals effective on the date set forth above.

[Business Associate]:

Signature: 

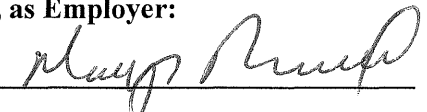
Title: President

[Employer], on behalf of each Covered Entity:

Signature: 

Title: Chairman, School District of Indian River County

[Employer], as Employer:

Signature: 

Title: Superintendent, School District of Indian River County

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

THIS AGREEMENT, entered into this 18th day of June, 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 Chard-Snyder 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: As outlined in Chard-Snyder's response to_SDIRC 07-0-2018-JC RFP Group Flexible Spending Account (FSA) and COBRA Administration ("RFP Response") incorporated herein by reference and made a part of this agreement

**SCHEDULE A,
TPA ADMINISTRATIVE SERVICES
COBRA PLAN**

The Plan Sponsor has resolved to retain TPA to assist with certain compliance requirements of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any amendments thereto, hereinafter referred to as "the Acts";

TPA will assist its Benefit Plan's Administrator (as defined by the Acts) to provide notifications and services as indicated below for the fees quoted in the agreement:

- Qualifying Event Notification by First Class Mail with Proof of Mailing Certification by U.S. Postal Service to Qualified Beneficiaries for Qualifying Events occurring after the effective date of this agreement.
- Update Notifications by First Class Mail to Covered Employees, COBRA Participants, and/or Qualified Beneficiaries as may be required by amendments to the Acts and the regulations, or changes to covered benefit plans.
- Termination Notification upon non-payment of premium or end of COBRA term.
- Billing, premium collection, and remittance to the Plan Sponsor. TPA will retain any administrative fees added to premiums charged by the insurer.
- All notices will comply and be sent in a timely manner as required under the Acts.
- Maintain computer and/or physical records of all notices.
- Maintain a database of qualifying beneficiaries to whom any notifications have been sent. Data will include all pertinent information reported by the Plan Sponsor.
- Provide the Plan Sponsor with confirmation reports of all activities.
- Notify the Plan Sponsor of any discrepancies or conditions it discovers during the course of its operations that may require action by Plan Sponsor.
- Notify the Plan Sponsor of known changes or updates relating to compliance with the Act.

**SCHEDULE A,
TPA ADMINISTRATIVE SERVICES
FLEXIBLE BENEFITS CAFETERIA PLAN AND HEALTH REIMBURSEMENT ACCOUNT PLAN**

TPA will provide the following administrative services checked below on a recurrent basis for the fees quoted in this Agreement:

Section 125 Flexible Benefits Cafeteria Plan Design and Document Services

TPA will furnish a prototype Flexible Benefit Plan document and necessary forms for adoption of the Plan by the Corporation. If applicable, the TPA will ensure that the documents comply with the privacy rules under HIPAA. These documents are only specimens and may be reviewed by your attorney or tax advisor at your discretion. TPA will not normally revise plan documents except for the creation of amendments or restatements as required by Plan design changes. If requested and approved, we will make reasonable changes to the prototype at billable rate of \$50.00 per hour. Midyear plan amendments and restatements will be billed in accordance with Schedule 1 attached.

Section 125 Flexible Benefits Cafeteria Plan Installation and Implementation Services

Services to include setup of Plan in Administration database, development and setup of all appropriate communication requirements, and all applicable services related to the preparing of an enrollment-ready group. All materials required for the setup and implementation of the Plan will be provided by the TPA according to fees described in Schedule 1.

Section 125 Flexible Benefits Cafeteria Plan Enrollment Services

TPA is dedicated to providing education-driven enrollment campaigns. Fees for services will be charged in accordance with Schedule 1. Following are the services available for the enhancement of the Plan Sponsor's enrollment campaign:

Group Meetings

- Power Point presentation conducted by the TPA
- Web Seminars for remote locations

Benefits Fair

- Promotional Giveaways and Brochures, Question and Answer Session

Enrollment Materials for Eligible Employees

- Standard Enrollment Materials
- Customized Enrollment Materials (additional charge for materials, printing, time and labor)
- On-Line Enrollment

Section 125 Flexible Benefits Cafeteria Plan Administration Services

The Plan will be reviewed annually by the TPA to ensure that it complies with the various non-discrimination requirements specified by the Internal Revenue Code and IRS regulations. The TPA will also provide a completed, signature-ready Form 5500 for each Plan Year it is represented; and other government forms for Health FSA when applicable. Actual filing will remain the responsibility of the Plan Sponsor. All administration, accounting, and reimbursement checks from the Flexible Tax Savings Accounts will be handled by the TPA. This includes timely notice of salary reductions of employees' pay, and making all determinations about the suitability of enrollment data, requests for reimbursement and requests for Change in Family Status.

Following are the Plan Administration services provided by the TPA:

- Issue reimbursements (according to frequency indicated on Schedule 1)
- Provide entry of claims submitted by Participants
- Online Account access, including claim status, claim preparation and account balances
- Provide Payment register for check / direct deposit processing and auto debit services
- On-line Quarterly Employee Statements (Participants must provide email to receive statements)
- Provide On Demand On-Line reporting for Plan Sponsor
- Optional debit card program offered in accordance with Schedule 1 attached
- Plan Year close-out reporting and Health FSA 5500 preparation, when applicable
- Conduct Annual Non-Discrimination Testing.

TPA ADMINISTRATIVE CHARGES COBRA PLAN

➤ **COBRA Administration Fees**

- Administration Fee (Per COBRA continuant per month):\$6.00
- Qualifying Event Fee (per event):\$20.00
- One-time initial notice to new hire employees (each):\$2.00
- Annual Renewal Fee.....WAIVED
- Reporting to carrier (monthly fee per carrier):..... WAIVED
- Initial Set-up Fee.....WAIVED
- Administrative Fee of 2%: Retained by Chard Snyder
- Midyear Termination Fee:.....One month's administration fee
- Plan Year End Termination Fee:.....One month's administration fee
- Monthly Minimum Fee (of all fees combined): \$100.00

ADDITIONAL ADMINISTRATION SERVICES AND FEE DETAIL

➤ **COBRA Optional Service Fees**

- One-time initial notice to all active employees (each):.....\$2.00
- Open enrollment mailings (per continuant):\$15.00
- Remittance to carrier (s) (monthly fee per carrier):\$15.00

**TPA ADMINISTRATIVE CHARGES
\$125 FLEXIBLE BENEFITS CAFETERIA PLAN**

➤ **Administration Fees**

- Setup Fee:..... \$200.00
- Annual Renewal Fee:..... \$200.00
- Use of Chard Snyder Bank Account Fee (per month): Waived
- FSA Administration Fee (Per Participant Per Month):.....(See Weekly Reimbursements)
- Weekly Reimbursements (includes global debit card)\$3.75 (Minimum: \$100.00 monthly)
- HRA Administration Fee (Per Participant Per Month):.....(See Weekly Reimbursements)
- Weekly Reimbursements (includes global debit card)\$3.00 (Minimum: \$100.00 monthly)
- Midyear Termination Fee:..... Administration fee thru runout period
- Plan Year End Termination Fee: Administration fee thru runout period
- Debit Card Fee (global activation):.....Included

ADDITIONAL ADMINISTRATION SERVICES AND FEE DETAIL

➤ **Plan Design & Document Services**

- Renewal Plan Document Amendments/Restatements:Included
- Midyear or IRS Mandated Plan Document Amendments/Restatements:..... \$250.00

➤ **Plan Enrollment Services**

- Employee Meetings/Fairs/Webinars (each)Included
- Travel and Lodging Expenses for Employee Meetings/Fairs (> 50 miles from Mason, OH) At Cost
- Enrollment Materials:
 - Standard printed enrollment materials (each):Included
 - Customized printed enrollment materials (materials, print, time and labor): At Cost
 - On-line enrollment.....Included

➤ **Plan Administration Services**

- Reimbursement payments to home address (Based on Reimbursement Frequency):.....Included
- On-line Quarterly Employee Statements by email:Included
- On-Demand On-line Reporting to Employer:.....Included
- Plan Year End Closeout Report:Included
- Non-Discrimination Testing:Included
- Direct Deposit Installation and Setup:
- Data entry of Employee bank account information:.....Included
- ACH electronic transfers and Report Preparation
- (for Employer's and Employees' designated accounts):Included
- Direct deposit application forms (for participants):Included
- Debit Card Transaction Reports to Employer (if have debit card option):Included

➤ **Optional Reimbursement Frequency Fees**

- Claims Reimbursement more frequent than Weekly (plus PPM above, monthly minimum applies): \$1.00

➤ **Optional 2.5 Month Grace Period Fees**

- 2.5 Month Grace Period Fee (Per Participant Per Month):..... \$.50

2. TERM OF AGREEMENT

The **Contractor** shall commence performance of the Agreement on the 1st day of October, 2018, and shall complete performance per the terms of the RFP Response no later than the 30th day of September, 2021, with two one year renewal options, at rates for the first and second year of the renewal options to be the same as the first three years of the contract. **School Board** reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the **Contractor**.

School Board may terminate this Agreement at any time by giving Chard-Snyder written notice. The effective date of termination will be the later of:

1. The date stated in the notice; or
2. The date Contractor receives the notice.

School Board will be responsible for all premiums due and payable up to the date of termination of the policy.

3. COMPENSATION

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount noted in the RFP Response, 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 monthly based on the monthly fees, as shown in Section 1.
- 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 the RFP Response, 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.

14. PATENTS, COPYRIGHTS AND ROYALTIES

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

15. BACKGROUND SCREENING REQUIREMENTS

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

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

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

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

Contractor agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to

require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

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

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

16. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

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

17. COMPLIANCE WITH BOARD POLICIES

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

18. ASSIGNMENT

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

19. DEBARMENT

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction;

violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

Contractor agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, 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 Chard Snyder
Contact's Name/Title Attn: Deborah Meek
Address: 6867 Cintas Blvd.
Mason, OH 45040

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:

With a copy to:

Department Finance and Employee Services Department
Department Director Attn: Amy Yeitter
Address: 6500 57th Street
Vero Beach, Florida 32967

And a copy to:

Department Finance and Employee Services Department
Department Director Attn: Carter Morrison
Address: 6500 57th Street
Vero Beach, Florida 32967

26. INSURANCE REQUIREMENTS

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

VENDOR/CONTRACTOR

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

By: Joyce Snyder
(Signature)

Joyce Snyder

President (Name Typed)

Chard Snyder (Title)

6867 Cintas Blvd. (Address)

Mason, OH 45040

Date: June 18, 2018

FEIN (BUSINESS) 31-1239992

SS# (INDIVIDUAL) N/A

888-245-8452

TELEPHONE / FAX NUMBER

Deborah.Meek@Chard-Snyder.com

CONTACT EMAIL ADDRESS

By: Shawn R. Frost
(Signature of School Board Chair)

Shawn R. Frost

(Name Typed)

Chairman, School District of Indian River County

(Title)

Date: 6/26/2018

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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

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. 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 *(<i>under \$ 300</i>)* | <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>principal</u> 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

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 1 day of July, 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 Urban Learning and Leadership Center, 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: School Improvement Services Based on (SAME) Social-Academic-Moral-Education

The following reflects the recommendations for growth and development shared by ULLC with the Indian River County School Board.

- a. **Distributed Leadership among all stakeholders- ULLC will use the (SAME) 6-Step Action Planning Process to develop and implement school improvement strategies designed to synthesize the efforts of all stakeholders to positively impact achievement levels for all students.**
- b. **Depth of Knowledge- Using the (SAME) 6-Step Action Planning Process, ULLC will assist schools in efforts to enhance Depth of Knowledge (DOK) Levels on formative assessments using Norman Webb as a guide.**
- c. **School Culture- Using the (SAME) 6-Step Action Planning Process, ULLC will assist schools in the Development and implementation of teacher and student social/moral structures to ensure a supportive culture for teaching and learning for all students.**
- d. **Instructional Strategies- Using the (SAME) ULLC 6-Step Process, ULLC will assist schools with the Implementation of pedagogical support for teachers to ensure high quality instruction takes place on all campuses.**

Due to the limited number of days available to provide support, ULLC will streamline its services to focus on areas of greatest need on each campus. For example, some schools may focus more on Distributed Leadership than School Culture. The focus of our efforts will be based on the specific needs of the schools.

Anticipated Outcome of Contracted Services: #1 Improved School Climate #2. Increased Student Achievement

Location of Contracted Service: Four schools in Indian River County- Dodgertown Elementary, Gifford Middle School, Oslo Middle School and Sebastian Elementary School.

Date(s)/Hours of Service: 32 on-site days plus off-site technical assistance as needed.

2. TERM OF AGREEMENT

The **Contractor** shall commence performance of the Agreement on the 1 day of July, 2018, and shall complete performance to the satisfaction of the Superintendent no later than the 30 day of June, 2019. 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 \$ **75,000** 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 \$ _____ upon completion of services
- 6 partial payments in the amount of \$ **12,200** after 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 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 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.

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 **Urban Learning and Leadership Center, Inc.**

Contact's Name/Title **Attn: Richard A. Coleman/CFO**

Address: 1919 Commerce Dr. Suite 300

Hampton, Virginia 23666

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

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

With a copy to:

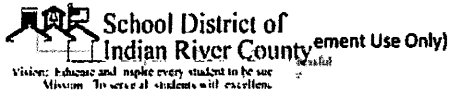
Department _____
Department Director _____
Address: _____

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.



Contract Number _____

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

By: Richard A. Coleman
(Signature)

By: Shawn R Frost
(Signature of Superintendent of Schools or Designee)

Richard A. Coleman
Chief Financial Officer
1919 Commerce Dr. Suite 300
Hampton, Virginia 23666

Shawn Frost, Chairman School Board

6/26/18
Date

Date: 5/11/2018

FEIN (BUSINESS) 16-1778083

SS# (INDIVIDUAL) _____

757-224-8072
TELEPHONE/FAXNUMBER

rcoteman@ullcschools.com
CONTACT EMAILADDRESS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2018

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 have ADDITIONAL INSURED provisions or 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 TOWNE INSURANCE AGENCY LLC PO BOX 2248 GRAND RAPIDS MI 49501-2248	CONTACT NAME: CUSTOMER SERVICE CENTER PHONE (A/C. No. Ext): (866) 972-7378 E-MAIL ADDRESS: BUSINESS.CUSTOMERSERVICE@FARMERSINSURA	FAX (A/C. No.): (800) 455-9611
	INSURER(S) AFFORDING COVERAGE INSURER A: FOREMOST SIGNATURE INSURANCE CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

INSURED (757) 287-8242
 ULLC, INC.
 DBA URBAN LEARNING & LEADERSHIP CENTER
 1919 COMMERCE DR
 SUITE 300
 HAMPTON VA 23666

COVERAGES

CERTIFICATE NUMBER: Cert ID 171702

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	PAS002521260	08/16/2017	08/16/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	PAS002521260	08/16/2017	08/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC008150486	08/24/2017	08/24/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EDUCATION PLANNING CONSULTANT / CERTIFICATE HOLDER IS DESIGNATED AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY PER FORM CG2010 IN THE PERFORMANCE OF THE NAMED INSUREDS ONGOING OPERATIONS AT THE LOCATION 6500 57TH STREET VERO BEACH, FL 32967 . SUBJECT TO THE POLICY TERMS AND CONDITIONS.

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
Stephanie Acharya

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**FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION**

TAPS Number:
1. 19A001

Please return to:

Florida Department of Education
Office of Grants Management
Room 332, Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400
Telephone: (850) 245-0496

A) Name and Address of Eligible Applicant:

Indian River County District School Board
6500 57TH ST
VERO BEACH, FL 32967

DOE USE ONLY

Date Received

B) Applicant Contact Information

Contact Name: Karen Malits

Telephone Number: 772-564-3038 Ext:

Fiscal Contact Name: Karen Malits

Mailing Address: 6500 57th Street Vero Beach, FL

Fax Number: 772-564-3016

E-mail Address: Karen.malits@indianriverschools.org

Physical/Facility Address: 6500 57th Street

DUNS Number: 120754676

FEIN Number: F596000673003

Programs

C) Program Name:	Project Number: (DOE Assigned):	D) Total Funds Requested:	Total Approved Project (DOE USE ONLY):
1. Title I, Part A: Improving the Academic Achievement of the Disadvantaged 2018-2019	310-2129B-9CB01	\$4,815,860.32	

CERTIFICATION

I, Dr. Mark J. Rendell, (Please Type Name) as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E) Mark J. Rendell Superintendent 6/15/18
Signature of Agency Head Title Date

DOE 100



Pam Stewart, Commissioner

**FLORIDA DEPARTMENT OF EDUCATION
BUDGET DESCRIPTION FORM -
Title I, Part A: Improving the Academic Achievement of the Disadvantaged 2018-2019**

A) NAME OF ELIGIBLE RECIPIENT: **Indian River County District School Board**
 B) Project Number (DOE USE ONLY): **310-2129B-9CB01**

E) TAPS
Number
19A001

count		Activity	Function	Object	Account Title and Description	FTE	Amount
1	A	Differentiated Pay @ 5% of Title I Part A Allocation - (school-level) Teachers	5100	102	Differentiated Pay @ 5% of Title I Part A Allocation - (school-level) Teachers	0.000	\$165,600.38
2	N/A	Supplemental Pay - Tutoring/ Extended Learning Opportunities. Supplemental pay for teachers (50) working beyond contracted hours after school programs. (school-level)- LEA uses object 101 internal for supplemental pay.	5100	120	<u>Classroom Teachers</u> Classroom Teachers Supplemental Pay - Tutoring/ Extended Learning Opportunities. Supplemental pay for teachers (50) working beyond contracted hours after school programs. (school-level)-LEA uses object 101 internal for supplemental pay.	10.000	\$125,000.00
3	N/A	Salaries - Title I Resource teachers (School level) provide supplemental support and tiered intervention to Title I students	5100	120	<u>Classroom Teachers</u> Classroom Teachers Salaries - Title I Resource teachers (site-based) provide supplemental support and tiered intervention to Title I students	20.000	\$960,000.00
4	C	Salaries for homeless transition teacher (District-wide)	5100	130	<u>Other Certified Instructional Personnel</u> Other Certified Instructional Personnel Salaries for homeless transition teacher.	1.000	\$63,233.51
5	C	Salaries for homeless transition teacher assistant. Full-time (District-wide)	5100	150	<u>Aides</u> Aides Salaries for homeless transition teacher assistant. Full-time	1.000	\$34,964.80
6	N/A	Salaries - Supplemental Teacher assistants/Paraprofessionals @ Title schools (Salary expenditure determined by projected teacher assistant position as specified by district salary schedule. Salary varies by years of experience and educational level for each teacher assistant. Teacher Assts. are under the direct supervision of certified teachers. (school-level)	5100	150	<u>Aides</u> Aides Salaries - Supplemental Teacher assistants/Paraprofessionals @ Title schools (Salary expenditure determined by projected teacher assistant position as specified by district salary schedule. Salary varies by years of experience and educational level for each teacher assistant. Teacher Assts. are under the direct supervision of certified teachers. (school-level)	8.000	\$161,700.00
7	N/A	Salaries - ESOL teacher assistants. These positions are in addition to the state mandated ESOL program support required for schools with language groups of 15 or more students. Assistants are under the direct	5100	160	<u>Other Support Personnel</u> Salaries - ESOL teacher assistants. These positions are in addition to the state mandated ESOL program support required for schools with language groups of 15 or more	7.000	\$165,000.00

		supervision of certified teachers. (school-level)			students. Assistants are under the direct supervision of certified teachers. (school-level)		
8	C	FRS -Teacher Assistant - Homeless Education Program - full time (District)	5100	210	<u>Retirement</u> Retirement FRS - Teacher Assistant - Homeless Education Program - full time	0.000	\$1,880.00
9	N/A	FRS - extended learning opportunities at Title I schools (school level). Staff compensated at LEA approved hourly rate for position	5100	210	<u>Retirement</u> FRS - summer programs at Title I schools (school level). Staff compensated at LEA approved hourly rate for position	0.000	\$10,325.00
10	N/A	FRS -Title I Resource teachers (School level) provide supplemental support and tiered intervention to Title I students	5100	210	<u>Retirement</u> Retirement FRS -Title I Resource teachers (School level) provide supplemental support and tiered intervention to Title I students	0.000	\$79,296.00
11	C	FRS- homeless transition teacher (District-wide)	5100	210	<u>Retirement</u> FRS- homeless transition teacher (District-wide)	0.000	\$5,537.13
12	N/A	FRS - Supplemental Teacher assistants/Paraprofessionals (school)	5100	210	<u>Retirement</u> FRS - Supplemental Teacher assistants/Paraprofessionals (school)	0.000	\$26,985.42
13	A	FRS - Differentiated Pay @ 5% of Title I Part A Allocation - (school-level) Teachers	5100	211	FRS - Differentiated Pay @ 5% of Title I Part A Allocation - (school-level) Teachers	0.000	\$16,792.00
14	N/A	FICA - Title I Resource teachers (school level) provide supplemental support and tiered intervention to Title I students	5100	220	<u>Social Security</u> Social Security FICA - Title I Resource teachers (site-based) provide supplemental support and tiered intervention to Title I students	0.000	\$73,440.00
15	N/A	FICA - tutoring/ extended learning opportunities at Title I schools (school level). Staff compensated at LEA approved hourly rate for position	5100	220	<u>Social Security</u> Social Security FICA - tutoring/ extended learning opportunities at Title I schools (site-based). Staff compensated at LEA approved hourly rate for position	0.000	\$9,562.50
16	C	FICA- Teacher Assistant - Homeless Education Program - full time (District)	5100	220	<u>Social Security</u> Social Security FICA- Teacher Assistant - Homeless Education Program - full time	0.000	\$1,800.00
17	N/A	FICA - Supplemental Teacher assistants/Paraprofessionals (school)	5100	220	<u>Social Security</u> FRS - Supplemental Teacher assistants/Paraprofessionals (school)	0.000	\$24,992.55
18	C	FICA- homeless transition teacher (District-wide)	5100	220	<u>Social Security</u> FICA- homeless transition teacher (District-wide)	0.000	\$5,128.21
19	A	FICA - Differentiated Pay @ 5% of Title I Part A Allocation - (school-level) Teachers	5100	221	FICA - Differentiated Pay @ 5% of Title I Part A Allocation - (school-level) Teachers	0.000	\$15,551.92
20	N/A	Insurance - Title I Resource teachers school level) provide supplemental support and tiered intervention to Title I students	5100	230	<u>Group Insurance</u> Group Insurance Insurance - Title I Resource teachers (site-based) provide supplemental support and tiered intervention to Title I students	0.000	\$131,376.00
21	C	Insurance- Teacher Assistant - Homeless Education Program - full time (District)	5100	230	<u>Group Insurance</u> Group Insurance Insurance- Teacher Assistant -	0.000	\$6,568.80

					Homeless Education Program - full time		
22	N/A	Insurance - homeless transition teacher (District-wide)	5100	230	<u>Group Insurance</u> Insurance - homeless transition teacher (District-wide)	0.000	\$6,568.80
23	N/A	Insurance - Supplemental Teacher assistants/Paraprofessionals (school)	5100	230	<u>Group Insurance</u> Insurance - Supplemental Teacher assistants/Paraprofessionals (school)	0.000	\$91,963.20
24	N/A	Workers Compensation - Supplemental Teacher assistants/Paraprofessionals (school)	5100	240	<u>Workers Compensation</u> Workers Compensation - Supplemental Teacher assistants/Paraprofessionals (school)	0.000	\$4,735.15
25	N/A	Worker's Compensation - homeless transition teacher (District-wide)	5100	240	<u>Workers Compensation</u> Worker's Compensation - homeless transition teacher (District-wide)	0.000	\$972.00
26	A	Worker's Compensation - Differentiated Pay @ 5% of Title I Part A Allocation - (school-level) Teachers	5100	240	<u>Workers Compensation</u> Worker's Compensation - Differentiated Pay @ 5% of Title I Part A Allocation - (school-level) Teachers	0.000	\$511.73
27	C	Worker's Compensation - Teacher Assistant - Homeless Education Program - full time (District)	5100	240	<u>Workers Compensation</u> Workers Compensation - Teacher Assistant - Homeless Education Program - full time	0.000	\$668.23
28	N/A	Worker's Compensation - Title I Resource teachers (School level) provide supplemental support and tiered intervention to Title I students	5100	240	<u>Workers Compensation</u> Workers Compensation - Title I Resource teachers (School level) provide supplemental support and tiered intervention to Title I students	0.000	\$14,112.00
29	N/A	Licenses - Instructional Software (school level) to enhance delivery of instruction and tiered support	5100	369	<u>Technology-Related Rentals</u> Licenses - Instructional Software (school level) to enhance delivery of instruction and tiered support	0.000	\$5,000.00
30	K	Other Purchased Services - print shop Title I office (district)	5100	390	<u>Other Purchased Services</u> Other Purchased Services - print shop Title I office (district)	0.000	\$2,266.36
31	N/A	Charter School - Allocation to St. Peter's Charter Academy and North County Charter School	5100	393	Charter School - Allocation to St. Peter's Charter Academy and North County Charter School	0.000	\$301,082.72
32	N/A	Materials and Supplies - Title I schools, curriculum, manipulative, and consumables (school level) paper, chart paper, books, markers, instructional tiles, pens,	5100	510	<u>Supplies</u> Supplies Materials and Supplies - Title I schools, curriculum, manipulative, and consumables - paper, chart paper, books, markers, instructional tiles, pens,	0.000	\$70,435.97
33	N/A	Salaries - Bilingual Specialists - Certified teachers to provide additional support and intervention to English language learners at Title I schools with high concentration of ELL students. (school-level)	5114	130	<u>Other Certified Instructional Personnel</u> Other Certified Instructional Personnel Salaries - Bilingual Specialists - Certified teachers to provide additional support and intervention to English language learners at Title I schools with the highest concentration of ELL students.	2.000	\$120,000.00
34	N/A	FRS- Bilingual Specialists - Certified	5114	210	<u>Retirement</u> FRS- Bilingual	0.000	\$9,912.00

		teachers to provide additional support and intervention to English language learners at Title I schools with high concentration of ELL students. (school-level)			Specialists - Certified teachers to provide additional support and intervention to English language learners at Title I schools with high concentration of ELL students. (school-level)		
35	N/A	FICA Bilingual Specialists - Certified teachers to provide additional support and intervention to English language learners at Title I schools with high concentration of ELL students. (school-level)	5114	220	<u>Social Security</u> FICA Bilingual Specialists - Certified teachers to provide additional support and intervention to English language learners at Title I schools with high concentration of ELL students. (school-level)	0.000	\$9,180.00
36	N/A	Insurance Bilingual Specialists - Certified teachers to provide additional support and intervention to English language learners at Title I schools with the high concentration of ELL students. (school-level)	5114	230	<u>Group Insurance</u> Insurance Bilingual Specialists - Certified teachers to provide additional support and intervention to English language learners at Title I schools with the high concentration of ELL students. (school-level)	0.000	\$13,137.20
37	N/A	Worker's Compensation Bilingual Specialists - Certified teachers to provide additional support and intervention to English language learners at Title I schools with high concentration of ELL students. (school-level)	5114	240	<u>Workers Compensation</u> Worker's Compensation Bilingual Specialists - Certified teachers to provide additional support and intervention to English language learners at Title I schools with high concentration of ELL students. (school-level)	0.000	\$1,740.00
38	G	Salaries - STEP into K Summer transition program (District-wide)	5500	120	<u>Classroom Teachers</u> Classroom Teachers Salaries - STEP into K Summer transition program	1.250	\$60,000.00
39	G	Pre-K Teacher - 50% of full time position (school level)	5500	130	<u>Other Certified Instructional Personnel</u> Other Certified Instructional Personnel Pre-K Teacher - 50% of full time position	0.500	\$25,000.00
40	G	Pre-K Teacher Assistants - 1.5 FTE (school level)	5500	150	<u>Aides</u> Aides Pre-K Teacher Assistants - 1.5 FTE	1.500	\$40,000.00
41	G	FRS - PK teacher and teacher assistants (school level)	5500	210	<u>Retirement</u> Retirement FRS - PK teacher and teacher assistants	0.000	\$5,369.00
42	G	FRS - STEP into K Summer transition program (District-wide)	5500	210	<u>Retirement</u> Retirement FRS - STEP into K Summer transition program	0.000	\$4,956.00
43	G	FICA - STEP into K Summer transition program (District-wide)	5500	220	<u>Social Security</u> Social Security FICA - STEP into K Summer transition program	0.000	\$4,590.00
44	G	FICA - PK teacher and teacher assistants (school level)	5500	220	<u>Social Security</u> Social Security FICA - PK teacher and teacher assistants	0.000	\$4,972.50
45	G	Insurance - PK teacher and teacher assistants (school level)	5500	230	<u>Group Insurance</u> Group Insurance - PK teacher and teacher assistants	0.000	\$13,137.60
46	G	Worker's Compensation - PK teacher and teacher assistant (school level)	5500	240	<u>Workers Compensation</u> Workers Compensation - PK teacher and teacher assistant	0.000	\$850.41
47	G	Materials & Supplies - curriculum for summer STEP into K program and	5500	510	<u>Supplies</u> Materials & Supplies - curriculum for summer STEP into	0.000	\$9,000.00

		consumables (District-wide) paper, chart paper, books, markers, instructional tiles, pens,			K program and consumables - paper, chart paper, books, markers, instructional tiles, pens,		
48	C	Travel - Title I Social Worker's (in county and out of district) support to homeless education program (district-wide)	6100	330	<u>Travel</u> Travel - Title I Social Workers	0.000	\$2,000.00
49	C	Materials & Supplies - supplemental supplies for homeless education program - school uniforms, backpacks, school supplies	6100	510	<u>Supplies</u> Materials & Supplies - supplemental supplies for homeless education program - uniforms, backpacks, school supplies	0.000	\$2,500.00
50	C	Fees - for homeless education program, equal access to fee-based programs (District) SAT, ACT	6100	730	<u>Dues and Fees</u> Dues and Fees - for homeless education program, equal access to fee-based programs - SAT, ACT	0.000	\$1,000.00
51	C	Salaries - Title I Social Worker's (serving homeless education program) focus on middle schools	6110	130	<u>Other Certified Instructional Personnel</u> Other Certified Instructional Personnel Salaries - Title I Social Worker's (serving homeless education program) focus on middle schools	2.000	\$130,000.00
52	C	FRS - Social Workers - support to homeless education program (district-wide)	6110	210	<u>Retirement</u> Retirement- Social Workers	0.000	\$10,738.00
53	C	FICA - Social Worker's - support to homeless education program (district-wide)	6110	220	<u>Social Security</u> Social Security FICA- Social Workers	0.000	\$9,945.00
54	C	Insurance - Social Worker's - support to homeless education program (district-wide)	6110	230	<u>Group Insurance</u> Group Insurance - Social Workers	0.000	\$13,137.60
55	C	Worker's Compensation - Social Worker's support to homeless education program (district-wide)	6110	240	<u>Workers Compensation</u> Workers Compensation- Social Workers	0.000	\$1,911.00
56	C	Salaries - Homeless transition teacher - High School @ 45% (district-wide)	6120	130	<u>Other Certified Instructional Personnel</u> Other Certified Instructional Personnel Salaries - Homeless transition teacher - High School @ 45%	0.450	\$25,000.00
57	C	FRS - Homeless Transition Teacher - High School(district-wide)	6120	210	<u>Retirement</u> Retirement FRS - Homeless Transition Teacher - High School	0.000	\$2,065.00
58	C	FICA - Homeless Transition Teacher - High School (district-wide)	6120	220	<u>Social Security</u> Social Security FICA - Homeless Transition Teacher - High School	0.000	\$1,912.50
59	C	Insurance - Homeless Transition Teacher - High School (district-wide)	6120	230	<u>Group Insurance</u> Group Insurance - Homeless Transition Teacher - High School	0.000	\$3,284.40
60	C	Workers Compensation - Homeless Transition Teacher - High School (district-wide)	6120	240	<u>Workers Compensation</u> Workers Compensation - Homeless Transition Teacher - High School	0.000	\$367.50
61	B-2	Supplemental Pay for staff facilitating and participating in family engagement activities. (Title I school based)	6150	120	<u>Classroom Teachers</u> Classroom Teachers Supplemental Pay for staff facilitating and participating in family engagement activities. (Title I school based)	0.100	\$6,000.00

62	B-2	Supplemental Pay for staff facilitating and participating in family engagement activities. (Title I school based)	6150	130	<u>Other Certified Instructional Personnel</u> Other Certified Instructional Personnel Supplemental Pay for staff facilitating and participating in family engagement activities	0.200	\$6,000.00
63	B-2	Supplemental Pay - Family Engagement - (District-wide) activities including parent academy and ELL family engagement (specialists and resource teachers)	6150	130	<u>Other Certified Instructional Personnel</u> Other Certified Instructional Personnel Supplemental Pay - Family Engagement - District-wide activities including parent academy and ELL family engagement - (specialists and resource teachers)	0.200	\$10,000.00
64	I	Salaries - Parent Specialist - .80%, 20% funded through Title I Part C (district-wide)	6150	130	<u>Other Certified Instructional Personnel</u> Other Certified Instructional Personnel Salaries - Parent Specialist - .80%, 20% funded through Title I Part C	0.800	\$56,822.00
65	B-2	FRS - Supplemental Pay - Family Engagement - (District-wide) activities including parent academy and ELL family engagement	6150	210	<u>Retirement</u> Retirement FICA - Family Engagement - District-wide activities including parent academy and ELL family engagement	0.000	\$752.00
66	B-2	FRS - Supplemental Pay for staff facilitating and participating in family engagement activities (Title I school-based)	6150	210	<u>Retirement</u> Retirement FRS - Supplemental Pay for staff facilitating and participating in family engagement activities	0.000	\$1,354.00
67	I	FRS- Parent Specialist (district-wide)	6150	210	<u>Retirement</u> FRS Parent Specialist (district-wide)	0.000	\$4,693.50
68	I	FICA - Parent Specialist (district-wide)	6150	220	<u>Social Security</u> FICA - Parent Specialist (district-wide)	0.000	\$4,346.89
69	B-2	FICA - Supplemental Pay for staff facilitating and participating in family engagement activities (Title I school-based)	6150	220	<u>Social Security</u> Social Security FICA - Supplemental Pay for staff facilitating and participating in family engagement activities	0.000	\$1,377.00
70	B-2	FICA - Family Engagement - (District-wide) activities including parent academy and ELL family engagement	6150	220	<u>Social Security</u> Social Security FICA - Family Engagement - District-wide activities including parent academy and ELL family engagement	0.000	\$765.00
71	I	Insurance - Parent Specialist (district-wide)	6150	230	<u>Group Insurance</u> Group Insurance - Parent Specialist	0.000	\$5,255.04
72	I	Worker's Compensation- Parent Specialist (district-wide)	6150	240	<u>Workers Compensation</u> Workers Compensation - Parent Specialist	0.000	\$835.28
73	I	Travel - in and out of county travel - Parent Specialist (district-wide)	6150	330	<u>Travel</u> Travel Parent Specialist - in and out of county travel - Parent Specialist (district-wide)training, family engagement events	0.000	\$5,000.00
74	B-2	Travel for district staff to participate in family engagement workshops and conferences (district-wide)	6150	330	<u>Travel</u> Travel for district staff to participate in family engagement workshops and conferences	0.000	\$9,500.00
75	B-2	Other Purchased Supplies - print shop - informational flyers for parents (district)	6150	390	<u>Other Purchased Services</u> Other Purchased Supplies - print shop - informational flyers for parents (district)	0.000	\$5,569.21

76	B-2	Materials and Supplies - Parent Engagement activities including Indian River Parent Academy (books, manuals, paper, chart paper, labels, crayons, folders, binders, food for parent engagement held during meal times. (Title I school-level)	6150	510	<u>Supplies</u> Materials and Supplies - Parent Engagement activities including Indian River Parent Academy (books, manuals, paper, chart paper, labels, crayons, folders, binders, food for parent engagement held during meal times.	0.000	\$35,000.00
77	B-2	Materials and Supplies - Family Engagement - (District-wide) activities including parent academy and ELL family engagement activities.	6150	510	<u>Supplies</u> Supplies Materials and Supplies - Family Engagement - District-wide activities including parent academy and ELL family engagement	0.000	\$15,000.00
78	A	Differentiated Pay @ 5% of Title I Part A Allocation - (school-level) Media Specialists	6200	102	Differentiated Pay @ 5% of Title I Part A Allocation - (school-level) Media Specialists	0.050	\$4,200.00
79	A	FRS - Differentiated Pay @ 5% of Title I Part A Allocation - (school-level) Media Specialists	6200	211	FRS - Differentiated Pay @ 5% of Title I Part A Allocation - (school-level) Media Specialists	0.000	\$316.00
80	A	FICA - Differentiated Pay @ 5% of Title I Part A Allocation - (school-level) Media Specialists	6200	221	FICA - Differentiated Pay @ 5% of Title I Part A Allocation - (school-level) Media Specialists	0.000	\$321.00
81	K	Salary - Director of Federal Prgs @ .95% - district-wide	6300	110	<u>Administrators</u> Administrators Salary - Director of Federal Prgs @ .95%	0.950	\$86,572.55
82	I	Salaries - Teacher on Assignment (2) - Provide instructional support via professional development and technical assistance to Title I schools (district-wide)	6300	130	<u>Other Certified Instructional Personnel</u> Other Certified Instructional Personnel Teacher on Assignment (2) - Provide instructional support via professional development and technical assistance to Title I schools	2.000	\$104,753.00
83	N/A	Salaries for full-time instructional coaches (school level positions)	6300	130	<u>Other Certified Instructional Personnel</u> Other Certified Instructional Personnel Salaries for full-time instructional coaches (school level positions)	10.000	\$600,000.00
84	C	Project Specialist @ 60% (GF 40%) - District-wide	6300	130	<u>Other Certified Instructional Personnel</u> Other Certified Instructional Personnel Project Specialist @ 60% (GF 40%)	0.600	\$48,387.37
85	K	Administrative Assistant Full-time - 50% (GF funds 50%)	6300	160	<u>Other Support Personnel</u> Other Support Personnel Administrative Assistant Full-time - 50% (GF funds 50%)	0.500	\$16,593.75
86	K	FRS - Administrative Assistant (district-wide)	6300	210	<u>Retirement</u> Retirement FRS - Administrative Assistant	0.000	\$1,370.64
87	C	FRS- Project Specialist @ 60% (GF 40%) -District-wide	6300	210	<u>Retirement</u> FRS- Project Specialist @ 60% (GF 40%) - District-wide	0.000	\$3,996.79
88	I	FRS - Teacher on Assignment (2) district	6300	210	<u>Retirement</u> FRS - Teacher on Assignment (2)	0.000	\$8,652.60
89	N/A	FRS -for full-time instructional coaches (school level positions)	6300	210	<u>Retirement</u> FRS -for full-time instructional coaches (school level positions)	0.000	\$49,560.00

90	K	FRS - Director of Federal Prgs. (district-wide)	6300	210	<u>Retirement</u> Retirement FRS - Director of Federal Prgs	0.000	\$7,150.89
91	K	Social Security Insurance - Director of Federal Prgs.	6300	220	<u>Social Security</u> , Social Security Insurance - Director of Federal Prgs.	0.000	\$6,875.70
92	K	Social Security Insurance - Admin. Asst.	6300	220	<u>Social Security</u> , Social Security Insurance - Admin. Asst.	0.000	\$1,269.42
93	N/A	Social Security for full-time instructional coaches (school level positions)	6300	220	<u>Social Security</u> , Social Security for full-time instructional coaches (school level positions)	0.000	\$45,900.00
94	I	Social Security - Teacher on Assignment (2) district	6300	220	<u>Social Security</u> , Social Security - Teacher on Assignment (2) district	0.000	\$8,013.62
95	C	FICA-Project Specialist @ 60% (GF 40%) -District-wide	6300	220	<u>Social Security</u> , FICA-Project Specialist @ 60% (GF 40%) - District-wide	0.000	\$3,701.63
96	C	Insurance Project Specialist @ 60% (GF 40%) -District-wide	6300	230	<u>Group Insurance</u> Insurance Project Specialist @ 60% (GF 40%) -District-wide	0.000	\$6,568.80
97	I	Insurance - Teacher on Assignment (2) district	6300	230	<u>Group Insurance</u> Insurance - Teacher on Assignment (2) district	0.000	\$13,137.60
98	N/A	Insurance -for full-time instructional coaches (school level positions)	6300	230	<u>Group Insurance</u> Insurance -for full-time instructional coaches (school level positions)	0.000	\$65,688.80
99	K	Group Insurance - Administrative Assistant	6300	230	<u>Group Insurance</u> Group Insurance - Administrative Assistant	0.000	\$3,284.40
100	K	Group Insurance - Director of Federal Programs	6300	230	<u>Group Insurance</u> Group Insurance - Director of Federal Programs	0.000	\$6,240.36
101	K	Worker's Compensation - Administrative Assistant (district)	6300	240	<u>Workers Compensation</u> Worker's Compensation - Administrative Assistant (district)	0.000	\$243.93
102	K	Worker's Compensation - Dir. Of Federal Programs (district)	6300	240	<u>Workers Compensation</u> Worker's Compensation - Dir. Of Federal Programs (district)	0.000	\$1,218.03
103	N/A	Worker's Compensation for full-time instructional coaches (school level positions)	6300	240	<u>Workers Compensation</u> Workman's Compensation for full-time instructional coaches (school level positions)	0.000	\$8,820.00
104	I	Workman's Compensation - Teacher on Assignment (2) district	6300	240	<u>Workers Compensation</u> Workman's Compensation - Teacher on Assignment (2) district	0.000	\$1,539.87
105	C	Workers Compensation Project Specialist @ 60% (GF 40%) -District-wide	6300	240	<u>Workers Compensation</u> Workers Compensation Project Specialist @ 60% (GF 40%) -District-wide	0.000	\$711.29
106	K	Professional Technical Svs. - ECTAC - (district)	6300	310	<u>Professional and Technical Services</u> Professional Technical Svs. - ECTAC - (district)	0.000	\$12,000.00
107	K	Travel - Director, project specialist, resource teachers (district)	6300	330	<u>Travel</u> Travel - Director, project specialist, resource teachers (district) - in and out of county; between schools to support school improvement and conferences	0.000	\$15,000.00
108	K	Repairs & Maintenance - Title I district equipment (copier and printers and	6300	350	<u>Repairs and Maintenance</u> Repairs & Maintenance - Title I district	0.000	\$7,500.00

		computers) District			equipment (copier and printers and computers) District		
109	C	Communications - expenditures for data communication services for Homeless Education Program staff	6300	379	<u>Telephone and Other Data Communication Services</u> Communications - expenditures fro data communication services for Homeless Education Program staff	0.000	\$2,000.00
110	I	Technology -related supplies for Title I office - flash drives, wireless mouse (district)	6300	519	<u>Technology-Related Supplies</u> Technology -related supplies for Title I office - flash drives, wireless mouse (district)	0.000	\$83.84
111	K	Capitalized Computer Hardware - Computers for Title I Office (district)	6300	643	<u>Capitalized Hardware and Technology-Related Infrastructure</u> Capitalized Computer Hardware - Computers for Title I Office (district)	0.000	\$20,000.00
112	K	Non- Capitalized Computer Hardware - printers/scanners for Title I Office (district)	6300	643	<u>Capitalized Hardware and Technology-Related Infrastructure</u> Non- Capitalized Computer Hardware - printers/scanners/laptops for Title I Office and TIPA district staff(district)	0.000	\$10,000.00
113	C	Non- Capitalized Computer Hardware - printers/scanners for Homeless Education Program staff (district)	6300	644	<u>Computer Hardware Non-Capitalized</u> Non- Capitalized Computer Hardware - printers/scanners for Homeless Education Program Staff (district)	0.000	\$2,000.00
114	K	Substitutes - Administrative Assistant (50%) - Coverage for leave, as needed (district)	6300	750	<u>Other Personal Services</u> Substitutes - Administrative Assistant (50%) - Coverage for leave, as needed (district)	0.000	\$5,000.00
115	N/A	Supplemental Pay for Professional Development activities - focus areas depends on individual schools needs assessment, PD activities are reflected in the schools School Improvement Plan (School)	6400	1010	Supplemental Pay for Professional Development activities - focus areas depends on individual schools needs assessment, PD activities are reflected in the schools School Improvement Plan (School)	0.000	\$25,000.00
116	N/A	FRS- Supplemental Pay for Professional Development activities	6400	210	<u>Retirement</u> FRS -Supplemental Pay for Professional Development activities	0.000	\$2,065.00
117	N/A	FICA - Supplemental Pay for Professional Development activities	6400	220	<u>Social Security</u> FICA - Supplemental Pay for Professional Development activities	0.000	\$11,912.50
118	N/A	Professional Technical Services - consultants to support STEM, Literacy, Thinking Maps, Instructional strategies	6400	310	<u>Professional and Technical Services</u> Professional Technical Services - consultants to support STEM, Literacy, Thinking Maps, Instructional strategies	0.000	\$15,000.00
119	I	Travel - for Professional Development - School-based PD, focus area depends on individual schools needs assessment, PD activities are reflected in the schools School Improvement	6400	330	<u>Travel</u> Travel- for Professional Development - Site-based PD, focus area depends on individual schools needs assessment, PD activities are reflected in the schools School Improvement	0.000	\$15,000.00

		Plan. (local and regional and state conferences)			Plan. (local and regional and state conferences)		
120	I	Professional Technical Svs. - Consultants Title I District (ELL, Instructional Practices, Instructional Leadership, iReady, core content areas, STEM)	6400	390	<u>Other Purchased Services</u> Other Purchased Services Professional Technical Svs. - Consultants Title I District (ELL, Instructional Practices, Instructional Leadership, iReady, core content areas, STEM)	0.000	\$5,000.00
121	N/A	Materials and Supplies for Professional Development - school-based PD, focus area depends on individual schools needs assessment, PD activities are reflected in the schools School Improvement Plan. Chart paper, pencils, pens, folders, markers, clips, scissors, books	6400	510	<u>Supplies</u> Supplies Materials and Supplies for Professional Development - Site-based PD, focus area depends on individual schools needs assessment, PD activities are reflected in the schools School Improvement Plan. Chart paper, pencils, pens, folders, markers, clips, scissors, books	0.000	\$10,000.00
122	K	Indirect Cost @ 5.82 Plan B (district)	7200	790	<u>Miscellaneous Expenses</u> Miscellaneous Expenses Indirect Cost @ 5.82 Plan B	0.000	\$204,000.00
123	N/A	Student Transportation - after school and summer programs at Title I schools (school-based)	7800	790	<u>Miscellaneous Expenses</u> Miscellaneous Expenses Student Transportation - after school and summer programs at Title I schools (site-based)	0.000	\$50,000.00
124	G	Student Transportation - STEP into K summer program (district)	7800	790	<u>Miscellaneous Expenses</u> Miscellaneous Expenses Student Transportation - STEP into K summer program	0.000	\$22,184.49
Totals:						70.100	\$4,815,859.88

Totals:

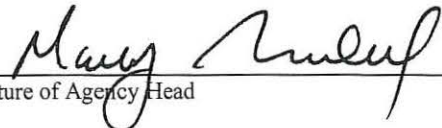
Code	Description	Total
A	Financial Rewards and Incentives Set-Aside (Not to Exceed 5%)	\$203,293.03
B-2	Parent and Family Engagement for LEAs with greater than \$500,000 set-aside	\$91,317.21
C	Homeless Education Set-Aside	\$391,007.56
G	Early Childhood Set-Aside	\$190,060.00
I	2017-2018 Roll-Forward	\$233,133.24
K	Administrative Costs (Including Indirect Costs) - Not to Exceed 10%	\$406,586.03
	Total	\$1,515,397.07

DOE 101



Pam Stewart, Commissioner

FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION

Please return to: Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	A) Program Name: Title II, Part A – Supporting Effective Instruction TAPS NUMBER: 19A011	DOE USE ONLY Date Received
B) Name and Address of Eligible Applicant: Indian River County School District 6500 57 th Street Vero Beach, FL 32967		Project Number (DOE Assigned)
C) Total Funds Requested: \$ \$626,761.00 <hr style="width: 20%; margin: 10px auto;"/> DOE USE ONLY Total Approved Project: \$	D) Applicant Contact & Business Information	
Contact Name: Karen Malits Fiscal Contact Name: Karen Malits		Telephone Numbers: 772-564-3038 772-564-3038
Mailing Address: 6500 57 th Street Vero Beach, FL 32967		E-mail Addresses: Karen.malits@indianriverschools.org
Physical/Facility Address: 6500 57 th Street Vero Beach, FL 32967		DUNS number: 120754676 FEIN number: F596000673003
CERTIFICATION		
<p>I, <u>Dr. Mark J. Rendell</u>, (<i>Please Type Name</i>) as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.</p> <p>Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.</p>		
E)	 _____ Signature of Agency Head	Superintendent Title Date <u>5/30/2018</u>



A) Indian River County School District
 Name of Eligible Recipient

B) _____
 Project Number (DOE Use Only)

TAPS Number
19A011

FLORIDA DEPARTMENT OF EDUCATION BUDGET NARRATIVE FORM

(1) Function	(2) Object	(3) Account Title & Narrative	(4) FTE Position	(5) Amount
6400	120	Salaries- Instructional Coaches (5.5 FTE total) One District Teacher-on-Assignment Math (1.0 FTE), One District Teacher-on-Assignment Literacy (1.0 FTE), One Science PD Specialist (1.0 FTE), One PD Specialist (1.0 FTE), One PD Specialist (1.0 FTE), One PD Specialist/Mentor/Coach (0.5 FTE - 50% Paid from Title II; 50% General Fund).All positions are supplemental and do not supplant non-federally funded activities, in accordance with section 2301. Activities: Teacher coaching/mentoring/retention/ recruitment, instructional practice, collaborative planning, teacher certification and professional/leadership development.	5.5	\$330,632.50
6400	160	Salaries - Administrative Assistant (.5 FTE total) 50% paid from Title II and 50% from General Fund. Position is supplemental and do not supplant non-federally funded activities, in accordance with section 2301. Activities: Assists with the Title II program – assisting to plan and organize Title II activities, maintains required documentation for the Title II project	0.5	\$20,850.00
6400	120	Salaries - Extra Earnings teacher stipends/ supplemental pay for professional development activities beyond contractual time. Activities: Florida Educator Accomplished (FEAPS), Alternative Certification Program- assisting teachers coming into the profession with a temporary certificate obtain highly qualified status; STAR Program– new teacher mentoring; i-Ready, data analysis – use of UNIFY; Cultural Competencies; Curriculum Mapping/ Pacing Guides; STEM; ESOL; Teacher Coaching/ Mentoring; Collaborative Planning; Instructional Practices; Teacher Certification; Leadership Development	0	\$15,000.00
6400	210	FRS - Extra Hours - Professional Development Activities beyond Contract	0	\$1,239.00
6400	210	FRS - Administrative Assistant – 50% of a 1.0 FTE position	0	\$1,722.21
6400	210	FRS - Instructional Coaches/ Teachers on Assignment	0	\$27,309.50
6400	220	FICA - Extra Hours - PD Activities beyond Contract	0	\$1,147.50
6400	220	FICA - Administrative Assistant	0	\$1,595.03
6400	220	FICA - Instructional Coaches/ Teachers on Assignment	0	\$25,292.70
6400	225	Medicare - Substitutes	0	\$145.00
6400	230	Insurance - Administrative Assistant - 50% of a 1.0 position	0	\$3,284.40
6400	230	Insurance -Instructional Coaches/ Teachers on Assignment	0	\$39,412.80
6400	240	Worker's Compensation - Extra Pay beyond contract	0	\$220.50
6400	240	Worker's Compensation - Administrative Assistant - 50% of a 1.0 position	0	\$306.50
6400	240	Worker's Compensation - Instructional Coaches/ Teachers on Assignment	0	\$4,860.17
6400	390	Other Purchased Services - printing and binding of materials needed for professional development activities	0	\$3,500.00

6400	393	Charter Schools Set-Aside - Proportionate share of Title II Part A funding reserved for charter schools selecting funding in lieu of services provided directly by the school district. Charter school activities include: Instructional practices, differentiated instruction, instructional technology and incentive pay for recruitment and retention of highly qualified teachers	0	25,000.00
6400	311	Professional and Technical Services -Consultants under \$25,000: Math, Florida Standards, Principal Leadership, Literacy , Differentiated Instruction, STEM, ESOL, Thinking Maps, Marzano, Leveled Literacy Intervention, STEM, i-Ready, Coaching.	0	\$25,000.00
6400	330	Travel - Local travel and Travel to Conferences and PD Workshops. Activities: Marzano high yield strategies, Standards- based instruction, ESOL, STEM, Leadership, Coaching/ Mentoring, Cultural Competencies, Collaborative Planning, Data Analysis, Differentiated Instruction	0	\$35,000.00
6400	510	Supplemental Supplies for PD Activities – curriculum guides, professional text, markers, pens, chart paper, easels, post-its, copy paper, folders	0	\$9,265.70
6400	519	Supplemental Supplies for PD Activities/Technology- related supplies – flash drives, headphones	0	\$1,000.00
6400	360	Rentals - Cost of rental car associated with PD travel - cost based on school district agreements; License Fees associated with on-line staff development activities: New Teacher Mentoring/Coaching, STEM, ESOL, Literacy, Leadership development, Instructional Practices, Cultural Competencies, Collaborative Planning, Data Analysis, Differentiated Instruction	0	\$5,000.00
6400	730	Fees (Endorsements) - ESOL, Reading,and Gifted	0	\$3,500.00
6400	750	Substitutes - professional development activities within contractual time for instructional staff needing substitute coverage. Activities: Florida Educator Accomplished (FEAPS), Alternative Certification Program- assisting teachers coming into the profession with a temporary certificate obtain highly qualified status; STAR Program– new teacher mentoring; i-Ready, data analysis – use of UNIFY; Cultural Competencies; Curriculum Mapping/ Pacing Guides; STEM; ESOL; Teacher Coaching/ Mentoring; Collaborative Planning; Instructional Practices; Teacher Certification; Leadership Development	0	\$10,000.00
7200	790	Indirect Cost @ 5.82%	0	\$36,477.49
C) TOTAL				\$626,761.00

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**FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION**

 TAPS Number:
1. 19A014

 Please return to: **A) Name and Address of Eligible Applicant:** DOE USE ONLY

 Florida Department of Education
Office of Grants Management
Room 332, Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400
Telephone: (850) 245-0496

 Indian River County District School Board
6500 57TH ST
VERO BEACH, FL 32967

Date Received

B) Applicant Contact Information

Contact Name: Karen Malits

Telephone Number: 772-564-3038 Ext:

Fiscal Contact Name: Karen Malits

Mailing Address: 6500 57th Street Vero Beach, FL

Fax Number: 772-564-3016

E-mail Address: Karen.malits@indianriverschools.org

Physical/Facility Address: 6500 57th Street

DUNS Number: 120754676

FEIN Number: F596000673003

Programs

C) Program Name:	Project Number: (DOE Assigned):	D) Total Funds Requested:	Total Approved Project (DOE USE ONLY):
1. Title III, Part A: English Language Acquisition 2018-2019	310-1029B-9C001	\$114,436.00	

CERTIFICATION

I, Dr. Mark J. Rendell, (*Please Type Name*) as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E) *Mark J. Rendell* Superintendent 6/12/2018
Signature of Agency Head Title Date

DOE 100


 Pam Stewart, Commissioner
Action E - 06/26/2018

**FLORIDA DEPARTMENT OF EDUCATION
BUDGET DESCRIPTION FORM -
Title III, Part A: English Language Acquisition 2018-2019**

A) NAME OF ELIGIBLE RECIPIENT: **Indian River County District School Board**B) Project Number (DOE USE ONLY): **310-1029B-9C001**

E) TAPS Number 19A014

count	Activity	Function	Object	Account Title and Description	FTE	Amount
1	Charter School Reimbursement - proportionate share of Title II Funds	5100	390	<u>Other Purchased Services</u> Charter School - proportionate share of Title III Part A funds - St. Peter's Academy - funds will be used to fund a supplemental bilingual teacher assistant to provide additional support to ELL students. The position is in addition to the General Funded teacher assistant position allocated to the school to comply with the META Consent Decree. Position is supplemental and does not supplant non-federally funded activities, in accordance with section 2301. Pursuant to Section 1002.33, F.S., students enrolled in a charter school, regardless of the sponsorship, shall be funded as if they are in a basic program or a special program, the same as students enrolled in other public schools in the school district. If the district school board is providing programs or services to students funded by federal funds, any eligible students enrolled in charter schools in the school district shall be provided federal funds for the same level of service provided students in the schools operated by the district school board. Pursuant to provisions of 20 U.S.C. 8061 s. 10306, all charter schools shall receive all federal funding for which the school is otherwise eligible, including Title I funding, not later than 5 months after the charter school first opens and within 5 months after any subsequent expansion of enrollment. Unless otherwise mutually agreed to by the charter school and its sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the sponsor shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for federal funds available to the sponsor for the benefit of the charter school, the charter school's students, and the charter school's students as public school students in the school district. Such federal funds include, but are not limited to, Title I, Title II, and Individuals with Disabilities Education 128 Act (IDEA) funds.	0.000	\$5,243.00
2	Supplemental Materials and Supplies	5100	510	<u>Supplies</u> Supplemental Materials and Supplies to be used to enhance instructional programs during core instruction and to supplement curriculum and teaching aides to ensure instruction is comprehensible to ELLS. Supplies: markers, paper, folders, pens and pencils and tape, content-based literature, grammar texts, visuals, chart paper, programs of introduction to the educational system and civics education, content-based glossaries.	0.000	\$4,000.00
3	Supplemental Materials and Supplies - Technology - Related Supplies	5100	519	<u>Technology-Related Supplies</u> Supplemental Materials and Supplies to be used to enhance instructional programs during core instruction and to supplement curriculum and teaching aides to ensure instruction is comprehensible to ELLS. Supplies: flash drives, headphones	0.000	\$400.00
4	Salaries -ELL Advocates/ Specialists	6120	130	<u>Other Certified Instructional Personnel</u> Salaries (.25 FTE, .5 FTE and .5 FTE = 1.25 FTE) ELL Advocates/ Specialists, 196-day contract, supplemental instructional services and advocacy	1.250	\$72,116.00

				services to ELL students at Sebastian River High School, Vero Beach High School and at prioritized district schools based on ELL student data. Positions are supplemental and do not supplant non-federally funded activities, in accordance with section 2301.		
5	FRS Retirement @ 8.26 % for (.25 FTE, .5 FTE and .5 FTE = 1.25 FTE) ELL Advocates/ Specialists	6120	210	<u>Retirement</u> FRS Retirement @ 8.26 % for (.25 FTE, .5 FTE and .5 FTE = 1.25 FTE) ELL Advocates/ Specialists, 196 supplemental instructional services and advocacy services to ELL students Sebastian River High School, Vero Beach High School and at prioritized district schools based on ELL student data. Positions are supplemental and do not supplant non-federally funded activities, in accordance with section 2301.	0.000	\$5,957.00
6	Social Security FICA @ 7.65% for (.25 FTE, .5 FTE and .5 FTE = 1.25 FTE) ELL Advocates/ Specialists	6120	220	<u>Social Security</u> Social Security FICA @ 7.65% for (.25 FTE, .5 FTE and .5 FTE = 1.25 FTE) ELL Advocates/ Specialists, 196 supplemental instructional services and advocacy services to ELL students at Sebastian River High School, Vero Beach High School and at prioritized district schools based on ELL student data. Positions are supplemental and do not supplant non-federally funded activities, in accordance with section 2301.	0.000	\$5,517.00
7	Group Insurance @ \$6,568.80- Annual District Contribution (.25 FTE, .5 FTE and .5 FTE = 1.25 FTE) ELL Advocates/ Specialists	6120	230	<u>Group Insurance</u> Group Insurance @ \$6,568.80- Annual District Contribution (.25 FTE, .5 FTE and .5 FTE = 1.25 FTE) ELL Advocates/ Specialists, 196 supplemental instructional services and advocacy services to ELL students at Sebastian River High School, Vero Beach High School and prioritized district schools based on ELL student data. Positions are supplemental and do not supplant non-federally funded activities, in accordance with section 2301.	0.000	\$8,211.00
8	Workers Compensation @ 1.45 % (.25 FTE, .5 FTE and .5 FTE = 1.25 FTE) ELL Advocates/ Specialists	6120	240	<u>Workers Compensation</u> Workers Compensation @ 1.45 % (.25 FTE, .5 FTE and .5 FTE = 1.25 FTE) ELL Advocates/ Specialists, 196 supplemental instructional services and advocacy services to ELL students at Sebastian River High School, Vero Beach High School and prioritized district schools based on ELL student data. Positions are supplemental and do not supplant non-federally funded activities, in accordance with section 2301.	0.000	\$1,060.00
9	Materials/Supplies - Parent Engagement Activities for families of ELL students	6150	510	<u>Supplies</u> Materials/Supplies - Parent Engagement Activities for families of ELL students - Family literacy, parent and family outreach, and training activities designed to assist parents and families to become active participants in the education of their children.	0.000	\$1,000.00
10	Professional and Technical Services - Consultants under \$25,000 to support ELL student achievement	6400	311	<u>Subagreements up to \$25,000</u> Professional and Technical Services -Consultants under \$25,000 to support ELL student achievement: WIDA, English Language Development (ELD) standards, Florida Standards, Math, Literacy, Differentiated Instruction, STEM, ESOL strategies, and Cultural Thinking Maps; Professional Development for general education teachers, ESOL teacher assistants, administrators and curriculum specialists.	0.000	\$7,500.00
11	Travel - (ELL staff/specialists)	6400	330	<u>Travel</u> Travel - (ELL staff/ specialists) local and out-of-district travel and registration fees for ELL staff to travel between schools and attend workshops, conferences, and meetings, including FASFEP, NABE, FABES, Sanibel Leadership, WIDA.	0.000	\$1,244.00
12	Indirect Cost - 2% - maximum allowed amount of Title II Part A Project	7200	790	<u>Miscellaneous Expenses</u> Indirect Cost - 2% - maximum allowed amount of Title II Part A Project	0.000	\$2,188.00
Totals:					1.250	\$114,436.00



Pam Stewart, Commissioner

FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION		TAPS Number: 1. 19C001	
Please return to: Florida Department of Education Office of Grants Management Room 332, Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	A) Name and Address of Eligible Applicant: Indian River County District School Board 6500 57TH ST VERO BEACH, FL 32967	DOE USE ONLY Date Received	
B) Applicant Contact Information			
Contact Name: Karen Malits		Telephone Number: 772-564-3038 Ext:	
Fiscal Contact Name: Heather Clark			
Mailing Address: 6500 57th Street Vero Beach, FL		Fax Number: 772-564-3016	
E-mail Address: Karen.malits@indianriverschools.org		Physical/Facility Address: 6500 57th St	
DUNS Number: 120754676		FEIN Number: 59-6000673003	
Programs			
C) Program Name:	Project Number: (DOE Assigned):	D) Total Funds Requested:	Total Approved Project (DOE USE ONLY):
1. IDEA Part B K-12 Entitlement 2018-19 2018-2019	310-2639B-9CB01	\$3,878,844.00	
CERTIFICATION			
<p>I, <u>Dr. Mark Rendell</u>, (<i>Please Type Name</i>) as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.</p> <p>Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.</p>			
E) <u><i>Mark Rendell</i></u>	<u><i>Superintendent</i></u>	<u><i>6/14/18</i></u>	
Signature of Agency Head	Title	Date	

DOE 100



Pam Stewart, Commissioner

**FLORIDA DEPARTMENT OF EDUCATION
BUDGET DESCRIPTION FORM -
IDEA Part B K-12 Entitlement 2018-19 2018-2019**

A) NAME OF ELIGIBLE RECIPIENT: **Indian River County District School Board**
B) Project Number (DOE USE ONLY): **310-2639B-9CB01**

E) TAPS
Number
19C001

count	Function	Object	Account Title and Description	FTE	Amount
1	N/A	5200	101 Supplemental extra-hour pay for teachers, Behavior Technicians and teacher assistants working beyond contractual hours; after school and ESY programs to provide specialized behavioral and academic supportive programming to augment school year programming as per the students' IEP's beyond district-supported positions.	0.200	\$2,000.00
2	I-2	5200	130 <u>Other Certified Instructional Personnel</u> Salaries 50% for (1) Program Specialist. Proportionate Share-Salary for 0.2 Program Specialist for Compliance, 0.3 Program Specialist for Transition Services to monitor and consult with private schools regarding accommodations and behavioral needs of SWD, and consulting on parent conferences regarding specific needs of students with disabilities.	0.500	\$50,040.00
3	N/A	5200	150 <u>Aides</u> Salaries 100% Salary for (53) teacher assistants for students with disabilities receiving ESE services.	53.000	\$1,208,542.00
4	I-2	5200	210 <u>Retirement</u> Retirement (.5) Program Specialist Proportionate Share-Benefits to provide support in Compliance and transition Services to monitor and consult with private schools regarding accommodations and behavioral needs of SWD, and consulting on parent conferences regarding specific needs of students with disabilities.	0.000	\$3,828.00
5	N/A	5200	210 <u>Retirement</u> Retirement Benefits for (53) teacher assistants for students with disabilities	0.000	\$104,336.00
6	N/A	5200	211 Retirement (Supplemental extra-hour pay) for teachers, Behavior Technicians and teacher assistants working beyond contractual hours; after school and ESY programs to provide specialized behavioral and academic supportive programming to augment school year programming as per the students' IEP's beyond district-supported positions.	0.000	\$166.00
7	N/A	5200	220 <u>Social Security</u> Social Security Benefits for (53) teacher assistants for students with disabilities	0.000	\$92,533.00
8	I-2	5200	220 <u>Social Security</u> Social Security (.5)Program Specialist Proportionate Share-Benefits to provide support in Compliance and transition Services to monitor and consult with private schools regarding accommodations and behavioral needs of SWD, and consulting on parent conferences regarding specific needs of students with disabilities	0.000	\$3,293.00
9	N/A	5200	221 Social Security (Supplemental extra-hour pay) for teachers, Behavior Technicians and teacher assistants working beyond contractual hours; after school and ESY programs to provide specialized behavioral and academic supportive programming to augment school year programming as per the students' IEP's beyond district-supported positions.	0.000	\$154.00
10	N/A	5200	225 Social Security for Substitutes-Teacher Assistants/Self Care Aides	0.000	\$73.00
11	I-2	5200	230 <u>Group Insurance</u> Group Insurance(.5) Program Specialists Proportionate Share-Benefits	0.000	\$3,240.00
12	N/A	5200	230 <u>Group Insurance</u> Group Insurance Benefits for(53) teacher assistants for	0.000	\$347,413.00

				students with disabilities		
13	N/A	5200	240	<u>Workers Compensation</u> Workers Compensation Benefits for(53) teacher assistants for students with disabilities	0.000	\$17,779.00
14	I-2	5200	240	<u>Workers Compensation</u> Workers Compensation Program Specialists Proportionate Share-Benefits	0.000	\$811.00
15	N/A	5200	310	<u>Professional and Technical Services</u> Professional and Technical Services - Contractual Salaries and Support Services including behavioral interventions for Students With Disabilities (SWD) from private industry behavior analysts specifically trained and specializing in low incident populations such as Autism, Other Health Impaired, and Cognitively Impaired populations of students manifesting injurious and self-injurious behaviors; mental health professionals to provide intensive short term therapeutic interventions to any SWD but specifically to EBD students manifesting homicidal or suicidal ideations; Physical Therapy services to SWD, Occupational TherapyService, Speech and Language Services and Hearing Impaired Interpreters; and staff development in behavioral training for Teacher Assistants to augment the principles of functional behavioral analysis techniques and strategies utilized in highly structured programs for SWD.	0.000	\$2,500.00
16	N/A	5200	330	<u>Travel</u> Travel costs for Hospital Homebound and Home-Based services to ESE students to ensure a Free and Appropriate Public Education.	0.000	\$1,000.00
17	N/A	5200	393	Proportionate Share of IDEA Services to Charter Schools, as designated through written plans	0.000	\$297,216.00
18	N/A	5200	510	<u>Supplies</u> Supplies for students with disabilities including supplemental books, specialized curricula and consumable small instructional supplies.	0.000	\$2,000.00
19	N/A	5200	642	<u>Furniture, Fixtures and Equipment Non-Capitalized</u> Furniture, Fixtures and Equipment, Non-Capitalized School Furniture for students with disabilities including adjustable desks/tables/chairs and specialized OT/PT equipment and communication technology.	0.000	\$1,000.00
20	N/A	5200	750	<u>Other Personal Services</u> Substitutes Teacher Assistants/Self Care Aides to provide additional classroom assistance to support classroom staff beyond district-supported positions. e.g. medical procedures, functional behavioral applications, and/or specific curricular instruction to the SWD.	0.100	\$1,000.00
21	N/A	6140	101	Supplemental extra-hour pay for psychologists working beyond contractual hours; after school and beyond the contractual school year to provide behavioral supportive and ESE department programming.	0.100	\$1,000.00
22	N/A	6140	130	<u>Other Certified Instructional Personnel</u> Salaries 55% of (10.0), (.84)% (1) Psychologist salaries for psychological services including initial evaluations, reevaluations, counseling, case management, behavioral data collection, writing behavior plans, and consultation with teachers regarding the needs of students with disabilities	6.340	\$375,317.00
23	I-2	6140	130	<u>Other Certified Instructional Personnel</u> Salaries Proportionate Share (.21) of two school psychologists salaries for consultative services including counseling, screening, reevaluations (excluding initial child find evaluations), and case management, writing behavior plans, and other consultation with teachers regarding the needs of students with disabilities, in private schools.	0.420	\$21,191.00
24	I-2	6140	210	<u>Retirement</u> Retirement Proportionate Share- (.21) of two school psychologists for consultative services including counseling, screening, reevaluations (excluding initial child find evaluations), and case management, design and development of special education for parentally-placed private school children, and other consultation with teachers regarding the needs of students with disabilities, in private schools.	0.000	\$1,750.00
25	N/A	6140	210	<u>Retirement</u> Retirement Benefits for (6.34) school psychologists	0.000	\$29,819.00
26	N/A	6140	211	Retirement (Extra Pay) Retirement Benefits for psychologists working beyond contractual hours	0.000	\$77.00

27	N/A	6140	220	<u>Social Security</u> Social Security Benefits for (6.34) school psychologists	0.000	\$27,490.00
28	I-2	6140	220	<u>Social Security</u> Social Security Proportionate Share (.21) of two Psychologist Benefits	0.000	\$510.00
29	N/A	6140	230	<u>Group Insurance</u> Group Insurance Benefits for (6.34) school psychologists	0.000	\$39,741.00
30	I-2	6140	230	<u>Group Insurance</u> Group Insurance - Proportionate Share- (.21) of two school psychologists for consultative services including counseling, screening, reevaluations (excluding initial child find evaluations), and case management, design and development of special education for parentally-placed private school children, and other consultation with teachers regarding the needs of students with disabilities, in private schools.	0.000	\$3,071.00
31	I-2	6140	240	<u>Workers Compensation</u> Worker's Compensation- Proportionate Share- (.21) of two school psychologists for consultative services including counseling, screening, reevaluations (excluding initial child find evaluations), and case management, design and development of special education for parentally-placed private school children, and other consultation with teachers regarding the needs of students with disabilities, in private schools.	0.000	\$367.00
32	N/A	6140	240	<u>Workers Compensation</u> Workers Compensation Benefits for (6.34) school psychologists	0.000	\$5,385.00
33	N/A	6140	310	<u>Professional and Technical Services</u> Professional and Technical Services District Instructional-Contractual Salaries including: Behavioral interventions from private industry behavior analysts; mental health professionals to provide intensive short term therapeutic interventions.	0.000	\$2,000.00
34	N/A	6140	310	<u>Professional and Technical Services</u> Professional and Technical Services Consultant agreement/Contractual Services for Psychological evaluations/data collection/program monitoring services including initial evaluations, reevaluations, case management, and consultation provided by professional technical staff to teachers regarding the needs of students with disabilities.	0.000	\$1,500.00
35	N/A	6140	510	<u>Supplies</u> Supplies Supplies for test materials, assessment protocols, and consumable small instructional supplies.	0.000	\$1,000.00
36	N/A	6300	101	Supplemental extra-hour pay for Behavior Intervention Specialists and Program Specialists working beyond contractual hours; after school and ESY programs to provide specialized behavioral supportive and ESE department programming to augment school year programming.	0.010	\$1,000.00
37	N/A	6300	130	<u>Other Certified Instructional Personnel</u> Salary for SWD instructional support personnel to include 70% of (2) Program Specialists, 20% (2) Program Specialist, 35% of (2) Behavior Intervention Specialists, 55% of (17) Behavior Intervention Specialists to provide programmatic oversight and behavioral support to students with disabilities, their parents, and their teachers.	12.790	\$708,662.00
38	N/A	6300	160	<u>Other Support Personnel</u> Salary for full time District level .6 salary for administrative assistant position to monitor compliance records for students with disabilities in district and charter schools.	0.600	\$25,770.00
39	N/A	6300	160	<u>Other Support Personnel</u> Salaries Proportionate Share for .8 Salary for part time District level clerical assistant position to monitor compliance records for students with disabilities.	0.800	\$21,861.00
40	N/A	6300	210	<u>Retirement</u> Retirement Proportionate Share Benefits for district (.6) administrative assistant to monitor compliance records for students with disabilities.	0.000	\$2,112.00
41	N/A	6300	210	<u>Retirement</u> Retirement Benefits for district clerical assistant (.8) to monitor compliance records for students with disabilities.	0.000	\$1,720.00
42	N/A	6300	210	<u>Retirement</u> Retirement Benefits for SWD instructional support personnel to include 70% of (2) Program Specialists, 20% (2) Program Specialist, 35% of (2) Behavior Intervention Specialists, 55% of (17) Behavior Intervention Specialists to provide programmatic oversight and behavioral support to students with disabilities, their parents, and their teachers.	0.000	\$56,685.00

43	N/A	6300	211	Retirement (Supplemental extra-hour pay) for Behavior Intervention Specialists and Program Specialists working beyond contractual hours; after school and ESY programs to provide specialized behavioral supportive and ESE department programming to augment school year programming.	0.000	\$83.00
44	N/A	6300	220	<u>Social Security</u> Social Security Benefits for SWD instructional support personnel to include 70% of (2) Program Specialists, 20% (2) Program Specialist, 35% of (2) Behavior Intervention Specialists, 55% of (17) Behavior Intervention Specialists to provide programmatic oversight and behavioral support to students with disabilities, their parents, and their teachers.	0.000	\$53,840.00
45	N/A	6300	220	<u>Social Security</u> Social Security Benefits for district (.6) administrative assistant to monitor compliance records for students with disabilities.	0.000	\$2,123.00
46	N/A	6300	220	<u>Social Security</u> Social Security Proportionate Share-Benefits for (.8)district clerical assistant to monitor compliance records for students with disabilities.	0.000	\$1,719.00
47	N/A	6300	221	Social Security (Supplemental extra-hour pay) for Behavior Intervention Specialists and Program Specialists working beyond contractual hours; after school and ESY programs to provide specialized behavioral supportive and ESE department programming to augment school year programming.	0.000	\$77.00
48	N/A	6300	230	<u>Group Insurance</u> Group Insurance Proportionate Share-Benefits for (.6) district administrative assistant to monitor compliance records for students with disabilities.	0.000	\$3,888.00
49	N/A	6300	230	<u>Group Insurance</u> Group Insurance Benefits for (.8) district clerical assistant to monitor compliance records for students with disabilities.	0.000	\$5,184.00
50	N/A	6300	230	<u>Group Insurance</u> Group Insurance Benefits for SWD instructional support personnel to include 70% of (2) Program Specialists, 20% (2) Program Specialist, 35% of (2) Behavior Intervention Specialists, 55% of (17) Behavior Intervention Specialists to provide programmatic oversight and behavioral support to students with disabilities, their parents, and their teachers.	0.000	\$74,676.00
51	N/A	6300	240	<u>Workers Compensation</u> Workers Compensation Benefits for SWD instructional support personnel to include 70% of (2) Program Specialists, 20% (2) Program Specialist, 35% of (2) Behavior Intervention Specialists, 55% of (17) Behavior Intervention Specialists to provide programmatic oversight and behavioral support to students with disabilities, their parents, and their teachers.	0.000	\$10,427.00
52	N/A	6300	240	<u>Workers Compensation</u> Workers Compensation Proportionate Share-Benefits for (.6) district administrative assistant to monitor compliance records for students with disabilities.	0.000	\$326.00
53	N/A	6300	240	<u>Workers Compensation</u> Workers Compensation Benefits for (.8) district clerical assistant to monitor compliance records for students with disabilities.	0.000	\$378.00
54	N/A	6400	101	Supplemental extra-hour pay for teacher, teacher assistants, and professional and technical support staff working beyond contractual hours; after school and beyond the contractual school year for specialized behavioral and/or academic support training.	0.010	\$1,000.00
55	N/A	6400	211	Retirement (extra-hour pay) for teacher and teacher assistants working beyond contractual hours; after school and beyond the contractual school year for specialized behavioral, academic, and/or medical supportive Training.	0.000	\$83.00
56	N/A	6400	221	Social Security (extra-hour pay) for teacher and teacher assistants working beyond contractual hours; after school and beyond the contractual school year for specialized behavioral, academic, and/or medical supportive Training.	0.000	\$77.00
57	N/A	6400	310	<u>Professional and Technical Services</u> Professional and Technical Services Consultant/contractual agreement to provide training services for staff	0.000	\$1,000.00

				servicing SWD.		
58	N/A	6400	310	<u>Professional and Technical Services</u> Professional and Technical Services District Instructional-Contractual Salaries including: Professional Development activities from private industry including legal consultants; program development specialists; and staff development coaches and trainers for SWD.	0.000	\$2,000.00
59	I-2	6400	330	<u>Travel</u> Professional Development - Proportionate Share- Travel costs, professional development and conferences for staff providing consultative services including counseling, screening, reevaluations (excluding initial child find evaluations), and case management, design and development of special education for parentally-placed private school children, and other consultation with teachers regarding the needs of students with disabilities, in private schools.	0.000	\$22,518.00
60	N/A	7200	790	<u>Miscellaneous Expenses</u> Miscellaneous Expenses Indirect Costs of 5.82%.	0.000	\$231,333.00
61	N/A	7730	101	Supplemental extra-hour pay for professional and technical staff working beyond contractual hours; after school and beyond the contractual school year for specialized behavioral, and academic training.	0.100	\$1,000.00
62	N/A	7730	211	Retirement (Supplemental Pay) for professional and technical staff working beyond contractual hours; after school and beyond the contractual school year for specialized behavioral, academic, and/or medical supportive Training.	0.000	\$83.00
63	N/A	7730	221	Social Security (Supplemental Pay) for professional and technical staff working beyond contractual hours; after school and beyond the contractual school year for specialized behavioral, academic, and/or medical supportive Training.	0.000	\$77.00
Totals:					74.970	\$3,878,844.00

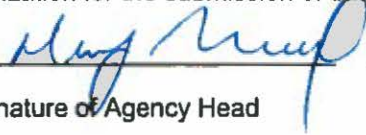
Totals:

Code	Description	Total
I-2	Proportionate Share for Services to Parentally Placed Private School Children	\$110,619.00
	Total	\$110,619.00

DOE 101



Pam Stewart, Commissioner

FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION		TAPS Number: 1. 19C002	
Please return to: Florida Department of Education Office of Grants Management Room 332, Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	A) Name and Address of Eligible Applicant: Indian River County District School Board 6500 57TH ST VERO BEACH, FL 32967	DOE USE ONLY Date Received	
B) Applicant Contact Information			
Contact Name: Karen Malits		Telephone Number: 772-564-3038 Ext:	
Fiscal Contact Name: Heather Clark			
Mailing Address: 6500 57th Street Vero Beach, FL		Fax Number: 772-564-3016	
E-mail Address: Karen.malits@indianriverschools.org		Physical/Facility Address: 6500 57th St	
DUNS Number: 120754676		FEIN Number: 59-6000673003	
Programs			
C) Program Name:	Project Number: (DOE Assigned):	D) Total Funds Requested:	Total Approved Project (DOE USE ONLY):
1. IDEA Part B Pre-K Entitlement 2018-19 2018-2019	310-2679B-9CP01	\$114,581.00	
CERTIFICATION			
<p>I, <u>Dr. Mark Rendell</u>, (<i>Please Type Name</i>) as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.</p> <p>Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.</p>			
E) <u></u>	<u>Superintendent</u>	<u>6/14/2018</u>	
Signature of Agency Head	Title	Date	

DOE 100



Pam Stewart, Commissioner

**FLORIDA DEPARTMENT OF EDUCATION
BUDGET DESCRIPTION FORM -
IDEA Part B Pre-K Entitlement 2018-19 2018-2019**

A) NAME OF ELIGIBLE RECIPIENT: Indian River County District School Board
B) Project Number (DOE USE ONLY): 310-2679B-9CP01

E) TAPS
Number
19C002

count	Function	Object	Account Title and Description	FTE	Amount
1	N/A	5200	130 <u>Other Certified Instructional Personnel</u> Salary for (.5) Pre-K Speech Language Pathologist for Child Find activities for students with disabilities.	0.500	\$31,226.00
2	N/A	5200	210 <u>Retirement</u> Retirement for(.5) Pre-K Speech Language Pathologist	0.000	\$2,582.00
3	N/A	5200	220 <u>Social Security</u> Social Security for(.5) Pre-K Speech Language Pathologist	0.000	\$2,138.00
4	N/A	5200	230 <u>Group Insurance</u> Group Health Insurance for (.5) Pre- K Speech Language Pathologist	0.000	\$3,240.00
5	N/A	5200	240 <u>Workers Compensation</u> Workers Compensation Compensation for (.5) Pre- K Speech Language Pathologist	0.000	\$513.00
6	N/A	5200	510 <u>Supplies</u> Supplies Instructional supplies for preschool students with disabilities including Specialized curriculum, manipulatives for developmentally appropriate activities, and small instructional consumable supplies.	0.000	\$1,000.00
7	N/A	5200	642 <u>Furniture, Fixtures and Equipment Non-Capitalized</u> Furniture, Fixtures and Equipment Purchase of specialized preschool sized furniture, Therapeutic equipment and booster seats as well as touch-screen computers for use by Pre-K students with disabilities.	0.000	\$1,000.00
8	N/A	5200	692 <u>Computer Software Non-Capitalized</u> Computer Software Purchase of developmentally appropriate interactive computer software for use by Pre-K students with disabilities.	0.000	\$600.00
9	N/A	5200	750 <u>Other Personal Services</u> Supplemental substitutes Teacher Assistants/Self Care Aides to provide additional classroom assistance to support classroom staff beyond district-supported positions for Pre-K students with disabilities. e.g. medical procedures, functional behavioral applications, and/or specific curricular instruction to the SWD.	0.040	\$4,000.00
10	N/A	6140	130 <u>Other Certified Instructional Personnel</u> Salary for (.20) Child Find psychological services for Pre-K students with disabilities.	0.200	\$11,432.00
11	N/A	6140	210 <u>Retirement</u> Retirement for (.20) Pre-K psychologist	0.000	\$944.00
12	N/A	6140	220 <u>Social Security</u> Social Security Social Security (.20) for Pre-K psychologist	0.000	\$875.00
13	N/A	6140	230 <u>Group Insurance</u> Group Insurance Health Insurance for Pre-K psychologist	0.000	\$1,296.00
14	N/A	6140	240 <u>Workers Compensation</u> Workers Compensation Worker's Compensation PK psychologist	0.000	\$140.00
15	N/A	6300	160 <u>Other Support Personnel</u> Salaries Secretary II to coordinate and manage Child Find Intake process and pertinent CHRIS data.	1.000	\$33,079.00
16	N/A	6300	161 Extra hours for Resource Specialist to complete Child Find assessments and intake staffings to work beyond contractual hours; after-school and after the contractual end of the school year to ensure Child Find activities for Pre-K students with disabilities.	0.020	\$1,022.00
17	N/A	6300	210 <u>Retirement</u> Retirement Pre- K Secretary II to coordinate and manage Child Find Intake process and pertinent CHRIS data.	0.000	\$2,733.00

18	N/A	6300	220	<u>Social Security</u> Social Security Pre-K Secretary II to coordinate and manage Child Find Intake process and pertinent CHRIS data.	0.000	\$2,531.00
19	N/A	6300	230	<u>Group Insurance</u> Group Insurance Health Insurance for Pre-K Secretary II to coordinate and manage Child Find Intake process and pertinent CHRIS data.	0.000	\$6,480.00
20	N/A	6300	240	<u>Workers Compensation</u> Workers Compensation Pre-K Secretary II to coordinate and manage Child Find Intake process and pertinent CHRIS data.	0.000	\$543.00
21	N/A	7200	790	<u>Miscellaneous Expenses</u> Miscellaneous Expenses Indirect Costs at 5.82%	0.000	\$6,203.00
22	I-2	7800	330	<u>Travel</u> Transportation of Pre-K Students With Disabilities (SWD) enrolled in private or charter schools to therapy sites. Pre-K SWD who do not qualify for Full Time services will receive Part Time services for Speech, Language, or other developmental delays at district designated sites. The students will be transported from and returned to their community preschool or residence if it is a hardship for the parents to transport the students themselves.	0.000	\$1,004.00
Totals:					1.760	\$114,581.00

Totals:

Code	Description	Total
I-2	Proportionate Share for Services to Parentally Placed Private School Children	\$1,004.00
	Total	\$1,004.00

DOE 101



Pam Stewart, Commissioner

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TO: School District of Indian River County
 Pete Jackson
 6500 57th Street
 Vero Beach, FL 32967

 pete.jackson@indianriverschools.org
 (p) (772) 564-3072

FROM: Presidio Networked Solutions
 Scott Nelson
 5337 Millenia Lakes Blvd.
 Suite 300
 Orlando, FL 32839

 snelson@presidio.com
 (p) 407.409.8220
 (f) 407.284.6662

BILL TO: School District of Indian River County
 EMAIL INVOICES
 6500 57th Street
 Vero Beach, FL 32967

 Sabrina.Lewis@indianriverschools.org
 (p) .

SHIP TO: School District of Indian River County
 Pete Jackson
 6055 62nd Avenue
 Warehouse - NW Loading Dock
 Vero Beach, FL 32967

 pete.jackson@indianriverschools.org
 (p) (772) 564-3072

Customer#: SCH00019
Account Manager: Scott Nelson
Inside Sales Rep: Armando Quinones
Title: Smartnet Renewal co-termed to 30-Jun-2019

#	Part #	Description	Unit Price	Qty	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL Comments: CCWR Quote# 261136835	\$144,440.10	1 for 12 mo(s)	\$144,440.10

Sub Total:					\$144,440.10
Grand Total:					\$144,440.10

Quote valid for 30 days from date shown above. Prices may NOT include all applicable taxes and shipping charges. All prices subject to change without notice. Supply subject to availability.

This quotation subject to Presidio Standard Terms and Conditions as follows:

Credit: Net 30 Days (all credit terms subject to prior Presidio credit department approval)

The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that customer pays using a credit card or debit card.

Client understands and agrees to its obligation, that applicable sales tax will apply to the quoted services on a by site location basis.

Delivery: FOB origin (FOB destination (CONUS) applicable to Federal Government Customers only) Orders shipped from a manufacturer to Presidio at customer request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to customer FOB origin.

Changes to the above Terms and Conditions must be accepted in writing by Presidio Networked Solutions

Preprinted terms appearing on Customer Purchase Orders must be accepted in writing by Presidio Networked Solutions to be applicable.

Size Business: Large; CAGE Code: 0KD05; DUNS 15-405-0959; CEC: 15-506005G; Tax ID# 58-1667655

Product is warranted by the Manufacturer, not by Presidio Networked Solutions. Please consult Manufacturer for warranty terms.

Opened product is non-returnable. Unopened equipment is non-returnable after 30 days from shipment date. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.

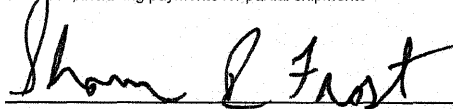
Please inspect equipment thoroughly against packing list before opening.

Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Import Clearance and Documentation - Customer shall be responsible for the Customs clearance process, where applicable, and for obtaining any and all required license and permits as well as satisfying any formalities required to import the Products into the Territory in accordance with all applicable laws and regulations, including but not limited to the payment of duties, taxes, surcharges, fees and any special assessments and take all other actions required in connection with the importation and Customs clearance of Products. Customer shall be responsible for ensuring documentation necessary for the import and Customs clearance process and recordkeeping meets all applicable laws and regulations.

Export Controls - (i) Customer shall comply with all applicable Export Control Laws, including but not limited to the U.S. Department of Commerce's Export Administration Regulations, in the performance of this Agreement and in the import, export, re-export, shipment, transfer, use, operation, maintenance, repair or disposal of Products and any related parts, components, accessories, know-how or technology. "Export Control Laws" means all export control, economic sanction and antiboycott laws and regulations of the United States and other jurisdictions, including but not limited to the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations and the U.S. Department of Treasury's economic sanctions regulations. (ii) Product and any related parts, components, accessories, know-how and technology must not be re-exported or transferred to restricted persons and sanctioned countries designated by the U.S. Government, including Cuba, Iran, North Korea, Sudan and Syria, unless authorized in advance by the Company and the U.S. Government. (iii) Customer acknowledge that transfers of Product and any related parts, components, accessories, know-how and technology may be subject to the terms and conditions of an export license, license exception or other authorization pursuant to Export Control Laws. Customer agree to comply fully with the terms of any licenses, license exceptions or authorizations and to provide Presidio Networked Solutions access to records needed to confirm such compliance upon request. (iv) Customer further acknowledges that certain Products may contain encryption and may be restricted for export, re-export, shipment or transfer to government end users in certain countries.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments



6/26/2018

Customer Signature

Shawn R. Frost, Chairman

School District of Indian River County

Date

Date 03-May-2018
Quote Number 261136835
Quote Name SDIRC - Smartnet Renewal to 30-Jun-2019
Customer Price \$144,440.10
Quote Status Valid
Quote Created By a-quinones
Bill to Name PRESIDIO NETWORKED SOLUTIONS LLC

SKU	Instance #	Serial / Pak #	Product Number	Product Description	Qty	Contract #	Serv Lev	Start Date	End Date	Install Site ID	Customer Name	Install Site City	ST	Customer Price
CON-ECMU-CCXACILS	5139619615		CCX-11-A-S-LIC	CCX 11.0 STD Seat Qty 1 ADDON LICENSE	17	90245750	ECMU	01-JUL-2018	30-JUN-2019	404359917	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$749.70
CON-ECMU-ER10USPG	1701445534		ER10-USR-1-UPG	EMRGNCY RSPNDR USR LIC 1 PHN UPGD TO 10X FROM 9X OR EARLIER	1590	90245750	ECMU	01-JUL-2018	30-JUN-2019	404359917	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$2,226.00
CON-ECMU-ER10USPG	1823626425		ER10-USR-1-UPG	EMRGNCY RSPNDR USR LIC 1 PHN UPGD TO 10X FROM 9X OR EARLIER	600	90245750	ECMU	01-JUL-2018	30-JUN-2019	404359917	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$840.00
CON-ECMU-LICOENHA	1713848315		LIC-CUCM-10X-ENH-A	UC Manager-10.x Enhanced Single User License	8	90245750	ECMU	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$184.80
CON-ECMU-PRO1K	456942718		LIC-UWL-PRO1K	Services Mapping SKU, 1K-10K UWL PRO users	400	90245750	ECMU	01-JUL-2018	30-JUN-2019	404359917	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	22400
CON-ECMU-UWLST1K	456944273		LIC-UWL-STD1K	Services Mapping SKU, 1K-10K UWL STD users	2200	90245750	ECMU	01-JUL-2018	30-JUN-2019	404359917	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$77,000.00
CON-ECMU-IPDEVUWL	456944218		PUBLIC-IP-DEV-UWL	Public Space non-app phone add-on for UWL	50	90245750	ECMU	01-JUL-2018	30-JUN-2019	404359917	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$525.00
CON-ECMU-UCSMGRAS	1623980601	5181J72FC99	UCS-CTR-LIC	UCS Central Per UCS Domain License (Physical)	1	90208505	ECMU	01-JUL-2018	30-JUN-2019	2000456095	SCHOOL DISTRICT OF INDIAN RIVER CO	VERO BEACH	FL	\$1,680.00

CON-ISV1-VSXSTD1A	1472168177	MH6C0-6KL2Q-88062-9R0RM-8TYL0	VMW-VSP-STD-1A=	VMware vSphere 6 Standard (1 CPU), 1-yr, Support Required	1	93267409	ISV1	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$264.60
CON-ISV1-VSXSTD1A	1472182983	MM6AH-6KJ6N-R8963-9T8UP-1XM30	VMW-VSP-STD-1A=	VMware vSphere 6 Standard (1 CPU), 1-yr, Support Required	1	93267409	ISV1	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$264.60
CON-ISV1-VSXSTD1A	1472182988	HJ6A2-6K3F5-R806C-9C80M-09F10	VMW-VSP-STD-1A=	VMware vSphere 6 Standard (1 CPU), 1-yr, Support Required	1	93267409	ISV1	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$264.60
CON-ISV1-VSXSTD1A	1472182994	HN620-2KJA7-W816C-9R12M-1E6L4	VMW-VSP-STD-1A=	VMware vSphere 6 Standard (1 CPU), 1-yr, Support Required	1	93267409	ISV1	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$264.60
CON-ISV1-VSXSTD1A	923700744	1N68H-0K266-38A6A-9J1K0-854L5	VMW-VSP-STD-1A=	VMware vSphere 6 Standard (1 CPU), 1-yr, Support Required	1	93267409	ISV1	01-JUL-2018	30-JUN-2019	404359917	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$264.60
CON-ISV1-VSXSTD1A	923700796	1J61H-0K0GM-Q8263-9H120-9J435	VMW-VSP-STD-1A=	VMware vSphere 6 Standard (1 CPU), 1-yr, Support Required	1	93267409	ISV1	01-JUL-2018	30-JUN-2019	404359917	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$264.60
CON-ISV1-VSXSTD1A	923700818	5J28H-4KKFP-7826C-901A6-0JM11	VMW-VSP-STD-1A=	VMware vSphere 6 Standard (1 CPU), 1-yr, Support Required	1	93267409	ISV1	01-JUL-2018	30-JUN-2019	404359917	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$264.60
CON-ISV1-VSXSTD1A	923700837	1J28H-0KH7P-7836A-9H0A2-1DD11	VMW-VSP-STD-1A=	VMware vSphere 6 Standard (1 CPU), 1-yr, Support Required	1	93267409	ISV1	01-JUL-2018	30-JUN-2019	404359917	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$264.60
CON-ISV1-VSXSTD1A	923700850	1N290-0KK36-78A6A-9J826-9NF15	VMW-VSP-STD-1A=	VMware vSphere 6 Standard (1 CPU), 1-yr, Support Required	1	93267409	ISV1	01-JUL-2018	30-JUN-2019	404359917	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$264.60
CON-ISV1-VSXSTD1A	923700864	1J68H-4K026-Q8A6C-90986-00DJ5	VMW-VSP-STD-1A=	VMware vSphere 6 Standard (1 CPU), 1-yr, Support Required	1	93267409	ISV1	01-JUL-2018	30-JUN-2019	404359917	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$264.60
CON-SNT-C6880XLE	1719258731	SAL1935NG5Y	C6880-X-LE	Cisco Catalyst 6880-X-Chassis (Standard Tables)	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$2,107.00

CON-SNT-C6880XLE	1719258844	SAL1934MYD3	C6880-X-LE	Cisco Catalyst 6880-X-Chassis (Standard Tables)	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$2,107.00
CON-SNT-C6880XLE	1719258947	SAL1934MYCN	C6880-X-LE	Cisco Catalyst 6880-X-Chassis (Standard Tables)	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$2,107.00
CON-SNT-C6880XLE	1719259061	SAL1935NG64	C6880-X-LE	Cisco Catalyst 6880-X-Chassis (Standard Tables)	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$2,107.00
CON-SNT-2332TQFA	1748156640	FOC1924R22F	N2332TQ-FA-BUN	Port Side Exhaust, airflow pack: N2K-C2348TQ, 2AC PS, 3Fan	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000955706	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$193.20
CON-SNT-2332TQFA	1748173889	FOC1924R1WN	N2332TQ-FA-BUN	Port Side Exhaust, airflow pack: N2K-C2348TQ, 2AC PS, 3Fan	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000955706	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$193.20
CON-SNT-5672UP	1610404513	FOC1836R2CM	N5K-C5672UP	Nexus 5672UP 1RU, 32x10G SFP+, 16pxUP SFP+, 6x40G QSFP+	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000456095	SCHOOL DISTRICT OF INDIAN RIVER CO	VERO BEACH	FL	\$1,367.80
CON-SNT-5672UP	1596005299	FOC1836R27P	N5K-C5672UP=	Nexus 5672UP 1RU, 32x10G SFP+, 16pxUP SFP+, 6x40G QSFP+	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000456095	SCHOOL DISTRICT OF INDIAN RIVER CO	VERO BEACH	FL	\$1,367.80
CON-SNT-B200M3	1775260704	FCH200478DC	UCSB-B200-M3=	UCS B200 M3 Blade Server w/o CPU, mem, HDD, mLOM/mezz	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000456095	SCHOOL DISTRICT OF INDIAN RIVER CO	VERO BEACH	FL	\$204.40
CON-SNT-SP7B20VP	1610226066	FCH1834JFDP	UCS-SP7-SR-B200-VP	^(Not a standalone SKU) B200M3 w/ 2xE52660B,8x16GB,VIC 1240	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000456095	SCHOOL DISTRICT OF INDIAN RIVER CO	VERO BEACH	FL	\$177.80
CON-SNT-SP7B20VP	1610226306	FCH1834JDDE	UCS-SP7-SR-B200-VP	^(Not a standalone SKU) B200M3 w/ 2xE52660B,8x16GB,VIC 1240	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000456095	SCHOOL DISTRICT OF INDIAN RIVER CO	VERO BEACH	FL	\$177.80
CON-SNT-SP7B20VP	1610226516	FCH1836J5D4	UCS-SP7-SR-B200-VP	^(Not a standalone SKU) B200M3 w/ 2xE52660B,8x16GB,VIC 1240	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000456095	SCHOOL DISTRICT OF INDIAN RIVER CO	VERO BEACH	FL	\$177.80
CON-SNT-6508AC2S	1623980255	FOX1844GQ74	UCS-SP-MINI-AC2	^(Not sold Standalone)UCS MINI SP 5108 Blade Svr AC2 Chassis	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000456095	SCHOOL DISTRICT OF INDIAN RIVER CO	VERO BEACH	FL	\$69.30

CON-SNT-FIM6324S	1623980643		UCS-SP-FI-M-6324	^(Not sold Standalone)UCS SP 6324 In-Chassis FI	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000456095	SCHOOL DISTRICT OF INDIAN RIVER CO	VERO BEACH	FL	\$205.80
CON-SNT-FIM6324S	1623980656		UCS-SP-FI-M-6324	^(Not sold Standalone)UCS SP 6324 In-Chassis FI	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000456095	SCHOOL DISTRICT OF INDIAN RIVER CO	VERO BEACH	FL	\$205.80
CON-SNT-B200M4UC	1796752991	FLM2014G165	UCS-UC-B200M4	UCS B200 M4, dual-10-core/2.6 GHz, 128GB RAM	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000955706	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$193.20
CON-SNT-B200M4UC	1796753074	FLM2014G16T	UCS-UC-B200M4	UCS B200 M4, dual-10-core/2.6 GHz, 128GB RAM	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000955706	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$193.20
CON-SNT-WSC16SFX	1564631829	JAE182900KS	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1566320785	JAE182900DJ	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1566333917	JAE18270A3Q	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1716441098	JAE193403LR	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1716441217	JAE1934041K	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1716441317	JAE193403LL	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1716441423	JAE19340423	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00

CON-SNT-WSC16SFX	1716441529	JAE193403LX	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to- Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1716441627	JAE193403TL	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to- Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1716441728	JAE193403WY	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to- Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1716441851	JAE193403SY	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to- Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1716441969	JAE19340411	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to- Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1716442066	JAE19340408	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to- Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1716442167	JAE193403YE	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to- Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1716442278	JAE193403D2	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to- Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1716442383	JAE193403LQ	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to- Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1716442486	JAE193403YC	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to- Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1716442586	JAE193403YB	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to- Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00

CON-SNT-WSC16SFX	1716442697	JAE19330586	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1716442805	JAE193403SZ	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-WSC16SFX	1716442919	JAE193403Q0	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$756.00
CON-SNT-C45X32SF	1715335712	JAE193309MV	WS-C4500X-32SFP+	Catalyst 4500-X 32 Port 10G IP Base, Front-to-Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$1,260.00
CON-SNT-C45X32SF	1715335812	JAE19330A14	WS-C4500X-32SFP+	Catalyst 4500-X 32 Port 10G IP Base, Front-to-Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$1,260.00
CON-SNT-C45X32SF	1715335898	JAE193309X1	WS-C4500X-32SFP+	Catalyst 4500-X 32 Port 10G IP Base, Front-to-Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$1,260.00
CON-SNT-C45X32SF	1715335991	JAE19330A0J	WS-C4500X-32SFP+	Catalyst 4500-X 32 Port 10G IP Base, Front-to-Back, No P/S	1	90208505	SNT	01-JUL-2018	30-JUN-2019	2000306813	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	Vero Beach	FL	\$1,260.00
CON-SNTP-CASR1001	1432465183	SSI17140AP8	ASR1001	Cisco ASR1001 System,Crypto, 4 built-in GE, Dual P/S	1	92093561	SNTP	01-JUL-2018	30-JUN-2019	404359917	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$1,874.60
CON-SNTP-SLASR1IK	1432465303		SLASR1-IPB	Cisco ASR 1000 IP BASE License	1	92093561	SNTP	01-JUL-2018	30-JUN-2019	404359917	SCHOOL DISTRICT OF INDIAN RIVER COUNTY	VERO BEACH	FL	\$242.90

\$144,440.10

Order Form

Order Number: 2018-21164

Quote Expiration Date: 7/31/2018

Contract Term (Months): 36

Presented To:

Indian River County

Subscription Products	
Product Name	Annual Subscription Fee
Unify Analyze Performance Matters (TNL) Observation Platform	\$13,282.50
Grade Cam	\$15,424.00
3rd Party Item Bank Progress Testing	\$34,345.00
Assessment & Analytics Core+	\$73,282.50
Total Annual Subscription	\$136,334.00

Total	\$136,334.00
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Terms and Conditions:

Services are subject to the terms of the Master Services Agreement located at <https://www.peopleadmin.com/terms-and-conditions/> or as otherwise agreed to by the parties.

The term of the Agreement extends the terms of the Agreement for 36 months and will automatically renew for successive 12 month terms unless otherwise specified.

All fees are due within 30 days of execution of this Order Form. Subsequent Service Fees for any Renewal Term will be due no later than thirty (30) days before the first day of such Renewal Term and are subject to a 3.00% annual increase..

Customer: Indian River County, FL


Customer Signature

Name: Shawn Frost

Title: Chairman, School Board, SDIRC

Date: 6/26/18

Contact Information for Accounts Payable/Billing

Name: Chris Taylor

Email: Christopher.taylor@indianriverschools.org

Phone: 772-564-3033

Customer Name: Indian River County School District			
Street Address 6500 57th Street	City Vero Beach	State FL	Zip 32967
Mailing/Billing Address (If different from above)	City	State	Zip
Tax Exempt? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please provide tax exemption form upon completion.	Billing Contact Email: Christopher Taylor --- christopher.taylor@indianriverschools.org		Billing Contact Phone: 772-564-3033

This Master Services Agreement (“Agreement”) is made and entered into on the date first signed below by and between PeopleAdmin, Inc. (“Company”) a Delaware corporation, and Customer (as identified above) (“Customer”). Company offers access to its system which assists Customer in automating certain human resources administrative tasks (the “System”). The PeopleAdmin Systems is offered as a software as a service (SaaS) which is centrally hosted by Company and accessed by the Customer remotely via the web.

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the following meanings:

- (i) **Affiliate:** With respect to any particular Person, any other Person controlling, controlled by or under common control with such particular Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through ownership of voting securities, by contract or otherwise.
- (ii) **Agreement:** The MSA, together with any Order Form and/or Statement of Work.
- (iii) **Company:** Company as used herein means PeopleAdmin, Inc., a Delaware corporation or its Affiliate to the extent such Affiliate executes an Order Form and/or SOW as further described below in the Section entitled “Affiliates”.
- (iv) **Company Intellectual Property:** All rights in, or a license to any intellectual property owned by the Company or its licensors, including but not limited to, new forms and form modifications, software, trademarks, and other inventions or technical know-how protectable under patent, copyright, and trade secret law provided, conceived, discovered, or developed, in whole or in part, by Company in the performance of the Services or embodied in the System.
- (v) **Confidential Information:** means any proprietary or confidential information that at the time of disclosure is marked as “proprietary” or “confidential,” is reasonably identifiable as the disclosing party’s proprietary or confidential information, or should reasonably be considered as proprietary or confidential under the circumstances of disclosure. Confidential Information includes Customer’s job applicant information, personnel data, and hiring criteria, Customer’s and Company’s forms, Company’s software used to provide the System. Information is not Confidential Information if a party can clearly show that it (i) became known to the receiving party prior to receipt from the disclosing party, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed without reference to Confidential Information.
- (vi) **Customer:** The Person identified above or its Affiliate to the extent such Affiliate executes an Order Form and/or SOW as further described below in the Section entitled “Affiliates”.
- (vii) **EPI:** Educators Professional Inventory which consists of a pair of a set of screening and hiring instruments that use thousands of data points, collected over time, to help school, district, and institution leaders identify teacher educators, administrators and support staff candidates.
- (viii) **Person.** Any natural person, limited liability company, general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative, association or governmental entity.

2. **Services.** During the term of this agreement, provided timely payment of the applicable fees, Company shall (i) provide Customer access to the System modules listed on any applicable Order Form (SaaS Services), along with associated Support (Support Services) and (ii) perform any professional services, including, but not limited to, implementation, training and other consulting services (Professional Services), listed on any applicable Order Form(s) and described in any attached Statement of Work (“SOW”). SaaS Services and Professional Services are referred to herein as the “Services”. Customer authorizes Company to provide the Services and agrees to pay the associated fees as set forth in any attached Order Forms and additional Exhibits or SOWs as the parties may agree to from time to time.

3. **SAAS Subscriptions.** Company will provide to Customer access to the System modules listed on any Order Form(s) for the Subscription term indicated therein. Access to the SaaS Services is limited to the version of the System in Company’s production environment. Company regularly updates the SaaS Services and reserves the right to add and/or substitute functionally equivalent features from time to time at its sole discretion. Company will provide Customer online access to and use of the SaaS Service via the Internet by use of a Company-approved Customer-provided browser. The Service will be hosted on a server that is maintained by Company or its designated third-party supplier or datacenter.

4. **Affiliates.** Affiliates of either party may execute an Order Form and/or enter into a SOW under this Agreement. The contracting Affiliate assumes the rights, privileges, protections and responsibilities of the original contracting party under this Agreement with respect to the applicable SOW. The contracting Affiliate, and not the original contracting party, will be solely liable for its obligations (including payment) and liability of any name or nature under the Order Form or SOW. A party will assert any claim arising out of or related to the Order Form or SOW (including, but not limited to, execution, inducement to enter into, performance, non-performance, or breach) only against the contracting Affiliate.
5. **Term and Termination.** This Agreement shall be effective for the period of time indicated on the applicable Order Form (“Initial Term”) and shall automatically renew for successive twelve (12) month terms (“Renewal Terms”) at the fee then in effect for the option selected by the Customer plus the associated standard uplift percentage(%), unless terminated as set forth herein. The Effective Date for the Initial Term is upon Company’s notification to Customer of software delivery for the SaaS Subscription set forth on the Order Form. Either party may terminate this Agreement, for any reason, with at least forty five (45) days’ prior written notice to the other party, with such termination to be effective at the end of the then-current term. We may suspend or terminate your accounts or cease providing you with all or part of the Software at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Software is no longer commercially viable. In such a termination event, the license granted hereunder shall automatically terminate. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Software, except that the following Sections shall continue to apply: Billing & Payment, Taxes, No Liability for Customer Procedures, Warranty & Disclaimer, Confidential Information, Company Intellectual Property, Rights Granted, General Provisions. Nothing in this Section shall affect Company’s rights to change, limit, or stop the provision of the Software without prior notice, as provided above. In the event your account is suspended or terminated, Customer will still be responsible for any outstanding payment.
 - a. Termination for Cause. Except as otherwise provided herein, either party may terminate this Agreement immediately for any breach that has not been cured within thirty (30) days following receipt of notice from the non-breaching party.
 - b. Termination for Funding. Customer may terminate this Agreement, without penalty, in the event that previously allocated funds for the Services or similar products become unavailable, provided, however, that Customer provides thirty (30) days’ prior written notice.
6. **Billing and Payment.** Unless otherwise agreed, fees are due to Company no later than thirty (30) days following the date of execution of the Order Form. Interest accrues on past due balances at the lesser of a one and a half percent (1½%) per month or the highest rate allowed by law. If Customer fails to make timely payments of any undisputed fees, Customer shall be in material breach of the Agreement. In the event of such payment breach, Company will be entitled to suspend any or all Services upon ten (10) days written notice to Customer and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Company. Payment of fees is under no circumstances subject or conditioned by the delivery of future Software or functionality not otherwise set forth in the Agreement. Company will submit an invoice for the subsequent term’s Service Fee, plus the applicable annual fee increase, to Customer at least sixty (60) days before the expiration of the Initial Term or any Renewal Term. If an undisputed amount owed by Customer for the Initial Term, or any subsequent Renewal Terms becomes more than sixty (60) days past due, Customer’s access to the Company System may be interrupted until payment is received.
7. **Taxes.** Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Customer agrees to pay any taxes, other than those based on Company’s net income, arising out of the Agreement. If Customer is tax-exempt, Customer agrees to send Company a copy of its tax-exempt certificate upon execution of this Agreement.
8. **Authorized Users.** Software provided on a profile count basis. Customer agrees to license the initial number of profiles described in the Order Form (the “Minimum Commitment”). Customer is entitled to increase or decrease the number of profiles on an as-need basis provided, however, the Customer shall maintain the minimum Commitment unless the parties otherwise agree to adjust the Minimum Commitment.
9. **Non-binding Terms.** Any terms and conditions included in a Customer Purchase Order, shall be deemed to be solely for the convenience of the Customer, and no such term or condition shall be binding upon the parties.
10. **Acceptable Use.** Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity Customer permits to access the Services. Customer represents and warrants that it will:
 - (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties’ similar use; (b) not violate or tamper with the security of any Company computer equipment or program. If Company has reasonable grounds to believe that Customer is utilizing the Services for any such illegal or disruptive purpose Company may suspend the Services immediately with or without notice to Customer. Company may terminate the Agreement immediately following written notice to the Customer if Customer fails to adhere to the foregoing acceptable use standards. You are responsible for Content that you post to the Software, and any consequences thereof. The Content you submit, offer, contribute, attach, post, or display may be viewed by other users of the Software. All Content is the sole responsibility of the person who originated such Content. Any use or reliance on any Content or materials posted via the Software or obtained by you through the Software is at your own risk. Customer is solely responsible for obtaining and maintaining at its own expense all equipment needed to access the SaaS Services, including but not limited to any computers, workstations, and internet service. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the data it submits to the Services.
11. **Restrictions and Service Suspension for EPI.** To the extent Customer subscribes to EPI, Customer may only use the EPI strictly in accordance with applicable employment laws, data privacy and security laws, the supporting materials provided by Company (“User Materials”), and any other restrictions and requirements set forth herein. Customer acknowledges that while the EPI and the reports generated for Customer (“Customer Reports”) may be used as a factor in Customer’s hiring decisions, it is not designed to be nor shall it be utilized as the substantial or sole factor in such hiring decisions, but rather, it shall be used in conjunction with other selection processes, including candidate interviews. Furthermore, Customer acknowledges and agrees that the EPI and the Customer Reports are only designed to be used to provide information in connection with the hiring of new educators and is not designed and shall not be used for evaluating existing Customer employees for

employee performance evaluations, or for any other purpose relating to existing Customer employees. Company reserves the right at any time with notice to Customer to suspend access to the EPI by Customer, candidates, or authorized users to the extent that Company reasonably believes such party or person is accessing or using the EPI in breach of, or is otherwise not in compliance with, any of the terms or conditions of this Agreement. In no event shall Company be required to monitor or supervise the use of the EPI by Customer, candidates or authorized users and compliance with the terms of this Agreement by each of Customer, candidates and authorized users shall at all times be and remain Customer's responsibility.

12. **No Liability for Customer Procedures.** Company carries out procedures specified solely by Customer, and Company expressly denies all liability for Company's implementation of Customer's procedures including, but not limited to, Customer's hiring and screening criteria and any of Customer's practices that are discriminatory or otherwise in violation of applicable law. Customer is solely responsible for determining the scope and extent of the Services provided by Company, and Customer is entirely responsible for reviewing the Services provided by Company on Customer's behalf to ensure compliance with Customer's procedures. Company makes no attempt to determine or advise as to whether the Customer's procedures comply with any statutory or regulatory requirements, including but not limited to any statutory or regulatory requirements related to hiring, employment, race, color, ancestry, religion, citizenship, gender, sexual orientation, age, marital status, pregnancy, veteran status, national origin, disability, or any federal, state or local statutes governing the employer/employee relationship. To the extent, however, that Customer's procedures or criteria clearly violate any of these laws, Company reserves the right to refuse to implement such procedures or criteria. Company also will not be liable for Customer's failure to comply with applicable laws, regulations, or Customer's own privacy policy (if any) or for loss of data. Software may be used as a factor in Customer's hiring decisions, but are not designed to be nor shall they be utilized as the substantial or sole factor in such hiring decisions, but rather, they shall be used in conjunction with other selection processes, including candidate interviews. Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is entirely responsible for any and all activities that occur under Customer's account. Customer agrees to immediately notify Company of any unauthorized use of Customer's account or any other breach of security known to Customer. Company shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements.
13. **Warranty and Disclaimer.** Company warrants that the services will be performed in all material respects in accordance with the services policies referenced in the applicable SOW or Order Form. COMPANY DOES NOT GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SOFTWARE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SOFTWARE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SOFTWARE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SOFTWARE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SOFTWARE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED, OR ON ANY WEBSITE LINKED TO IT. COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW FOR THE DISCLAIMER OF CERTAIN WARRANTIES. TO THE EXTENT THEY ARE HELD TO BE INVALID, THE APPLICABLE DISCALIMER SHALL NOT APPLY AND ALL OTHER TERMS AND SHALL REMAIN IN FORCE
14. **Limitation of Liability.** IN NO EVENT WILL COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SOFTWARE, ANY SOFTWARE LINKED TO IT, ANY CONTENT ON THE SOFTWARE OR SUCH OTHER SOFTWARE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SOFTWARE OR SUCH OTHER SOFTWARE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. EXCEPT FOR INDEMNITY OBLIGATIONS, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID TO COMPANY BY CUSTOMER DURING THE PREVIOUS TWELVE (12) MONTHS. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. COMPANY WILL NOT BE RESPONSIBLE FOR 1) MODIFICATION OF THE PRODUCTS OR SERVICES BY ANY PARTY OTHER THAN COMPANY; (2) THE COMBINATION, OPERATION, OR USE OF THE PRODUCT OR SERVICES WITH OTHER PRODUCTS, DATA OR SERVICES MAY BE INFRINGING UPON ANOTHER PRODUCT; OR 3) UNAUTHORIZED OR IMPROPER USE OF THE PRODUCTS OR SERVICES
15. **Confidential Information.** Each party agrees that it (i) will not copy or use any of the other party's Confidential Information in any way, except as permitted by this Agreement or as required to achieve the purposes of this Agreement, (ii) will not disclose any of the other party's Confidential Information to any third party, except to that party's attorneys and accountants who need to know such information and who are subject to confidentiality obligations at least as stringent as those in this Agreement, and (iii) will protect the other party's Confidential Information as well as it protects its own information of a similar nature using at least reasonable care. The receiving party may disclose the Confidential Information of the disclosing party in response to a valid court order, law, or other governmental action, provided that, to the extent permitted by law, (i) the disclosing party is notified in writing before disclosure of the information and given a reasonable opportunity to obtain a protective order, and (ii) the receiving party assists the disclosing party, at the disclosing party's expense, in any attempt to limit or prevent the disclosure of the

Last Modified, November, 2017 AND

Confidential Information. Information is not Confidential Information if a party can clearly show that it (i) became known to the receiving party prior to receipt from the disclosing party, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed without reference to Confidential Information.

- a. **Injunctive Relief.** In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

Public Records: This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. Company acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. Company shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the Customer in order to perform the scope of services. Company shall provide public access to the public records on the same terms and conditions that the Customer would provide the records and at a cost that does not exceed the cost allowed by law. Company shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. Company shall comply with all requirements for retaining public records and shall transfer, at no cost to the Customer, all public records in the possession of Company upon termination or expiration of this Agreement. Company shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the Customer. Further, Company shall fully indemnify and hold harmless the Customer, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from Company's failure to comply with these requirements.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, COMPANY SHALL CONTACT CUSTOMER'S CUSTODIAN OF PUBLIC RECORDS AT Brenda Davis at Brenda.Davis@indianriverschools.org.

16. **Customer Responsibility.** Customer is solely responsible for the content of communications transmitted by Customer using the Services. Customer is not permitted to resell the Services. Customer shall use the Services only for lawful purposes. To the extent deemed necessary by Customer, Customer shall implement security procedures necessary to limit access to the Services to Customer's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data or programs. Customer is responsible for establishing designated points of contact to interface with Company. Customer and Users are solely responsible for providing workstations and computers that have reliable internet access at their own expense. For the purposes of performing the Service, Company is hereby designated a school official for the purposes of receiving limited confidential student information and Company shall remain under the direct control of the Customer with respect to the use and maintenance of the confidential student information. Company 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 provision of Service and for no other purpose. Upon the termination or expiration of the agreement, Company shall return to Customer all original and any copies of the confidential student information, and shall not retain any confidential student information. As Company will be receiving student information that is otherwise confidential, Company 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, Company for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by Company, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that Company 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 Company until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.
17. **Customer Responsibilities for EPI.** To the extent Customer subscribes to EPI, Customer will: (a) remain responsible for all obligations under this Agreement arising in connection with its authorized users' use of the Services and web portals associated therewith, including compliance with all data privacy and security laws; (b) remain responsible for all obligations under this Agreement arising in connection with the candidates' use of said portal, including compliance with all employment laws; and (c) be liable for any act or omission by any of its authorized users or candidates, which if performed or omitted by Customer, would be a breach of this Agreement; and any such act or omission of any authorized user will be deemed to be a breach of this Agreement by Customer. Customer acknowledges that use of the EPI may be enhanced through integration of the EPI and all portals with Customer's existing information technology systems. Customer will be solely responsible (a) for all activities, costs and expenses associated with such integration, in consultation with Company in the set-up, integration and activation of the EPI and all portals for Customer; and (b) to provide and maintain, in good and working order at all times, its own Internet access and all necessary communications equipment, software and other materials necessary for authorized users to access and use the EPI and all portals and for the candidates to access and use the portals with respect to candidates. If, as a result of such integration, sign-on to any portal is through a system other than EPI, then the Customer shall ensure that access to and the security of such system meets the requirements. At Customer's election and as an additional service for additional agreed-upon fees, Company will be responsible for completing the integration in cooperation with Customer. Customer is responsible for the security of the computer systems of Customer and its authorized users and the security of the access to and connection with the EPI by Customer, its authorized users and the candidates. Customer is responsible for obtaining all authorizations, consents, releases, and permissions necessary or desirable to store the candidate data in the EPI, to use the EPI to process and store candidate data and to receive the reports and any other Services to be provided by Company. Customer and its authorized users will not submit any candidate data or use the Services in any way that infringes, misappropriates, or violates any trademark, copyright, patent, trade secret, publicity, privacy or other right of any third party or violates any applicable local, state or federal laws, statutes, ordinances, rules or regulations, including any data privacy and security laws, or any judicial or administrative orders. When transmitting candidate data and receiving the reports, Customer and its authorized users shall use transmission methods that conform to Company's specifications and requirements and materials provided by Company. Customer shall be responsible for acquiring at its own expense all equipment needed for such transmission, and shall bear all costs associated with the method of transmission used. Customer will not take any action, and will prohibit its authorized users from taking any action, that: (a) interferes or attempts to interfere with the proper working of the EPI or engage in any activity that disrupts, diminishes the quality of,

Last Modified, November, 2017 AND

interferes with the performance of, or impairs the functionality of the EPI; or (b) circumvents, disables, or interferes or attempts to circumvent, disable, or interfere with security-related features of the EPI or features that prevent or restrict use, access to, or copying of any candidate data or Company's data, or enforce limitations on use of the EPI, candidate data, or the data of Company. Further, Customer will take reasonable actions and precautions to prevent the introduction and proliferation of codes, programs, sub-programs, devices or methods commonly referred to as "malicious codes," into Company's environment and the EPI. Customer shall be solely responsible for ensuring that its use of the Services, candidate data and any and all reports and the hiring of individuals based in part on the Services, candidate data and such reports complies with all applicable employment laws. Customer shall be responsible for ensuring that each candidate who participates in the EPI and provides requested data, answers or information, does so voluntarily and of their own free will, and that each candidate understands and agrees that any information or assessment may be used or disclosed by Customer or a contractor of Customer to evaluate the individual for a teaching position or to evaluate, improve or enhance the Customer's hiring and employment practices. Customer agrees to promptly notify Company of its hiring decision with respect to each candidate. Customer shall defend and hold harmless Company from and against any claim asserted by a candidate or other third party based on Customer's screening and hiring practices, compliance with employment laws, or misuse of the Services.

- a. Customer is interested in research. As such, Customer agrees to enter into an authentic partnership with Company. This partnership includes allowing Company to conduct research with existing teachers and district personnel to improve the EPI and to potentially create new tools for other roles. It also includes providing student data tied to the teachers who participate. Customer agrees to encourage existing personnel to participate. This encouragement is provided by district leaders, principals, district partners and others who have access to personnel and access to email lists and other forms of contact information will be provided. This research not only improves the tool overall, but further customizes the tool to the local context. Additionally, Customer agrees to allow Company to reach out to and focus group with users to improve usability.

18. **Rights Granted.** Subject to the terms of this Agreement, Company grants Customer a limited, non-exclusive, personal, non-transferable right to access the Services during the Term of this Agreement solely for internal use. Customer shall not (i) sell, market, rent, sub-license, or license any aspect of Company System or Intellectual Property or otherwise use the Services for any purpose other than as specifically provided in this Agreement, (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the System in whole or in part, for competitive purposes or otherwise, (iii) allow access to, provide, divulge or make available the System to any user other than those who have licenses to access; (iv) write or develop any derivative works based upon the System; (v) modify, adapt, translate or otherwise make any changes to the System or any part thereof; (vi) use the System to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the System or (viii) remove from the System identification, patent, copyright, trademark or other notices or circumvent or disable any security devices functionality or features. Customer obtains no ownership rights or any other rights in the Intellectual Property or the Company System, other than those specified in this Agreement. Customer grants Company a limited license to use Customer's transactional and performance data related to Customer's use of the Services solely on an aggregated and de-identified basis as part of Company's overall statistics for marketing and analytical purposes, provided that Company does not reveal Customer's job applicant information, personnel data, or hiring criteria.

19. **Public Disclosure.** Customer grants to Company the right to publicly disclose the fact that Customer is using Company for Company's advertising and other promotional purposes. Any other publicity shall require the mutual consent of the parties.

20. **Intellectual Property Rights.** Some Software and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) ("Content"), are owned by Company, its licensors or other providers of such material and are protected by United States copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. All Content is provided "AS-IS" and "AS-AVAILABLE". You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on from our Software, except as follows: (i) Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials and (ii) You may store files that are automatically cached by your Web browser for display enhancement purposes. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Software in breach of the Agreement, your right to use the Software will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Software or any Content is transferred to you, and all rights not expressly granted are reserved by Company. Any use of the Software not expressly permitted by this Agreement is a breach of these Terms, and may violate copyright, trademark and other laws. Company shall defend, indemnify and hold the Customer, its officers, agents, employees, 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 Company of any third-party patent, copyright or trademark or (ii) misappropriation by Company of any third-party trade secret in connection with the foregoing. Company will indemnify and hold harmless the Customer, its officers, agents, employees, successors and assigns 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 contract, including its use by the Customer, its officers, agents, employees, successors and assigns. If Company 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. The parties shall also be bound by any applicable federal law as it relates to the use of any federal monies for the license under this Agreement. If Company's software becomes or is likely to become the subject of an infringement claim, Company may at its option and expense, either: (a) procure for the Customer the right to continue using such software; or (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent.

21. **Customer Data.** All identified data is owned by Customer and is to be strictly held as confidential. Company will delete and destroy all copies of identified data once the Agreement is terminated with or without default. Customer has the option to receive a backup of data prior to deletion, which may result in additional charges. All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to Company. Any modification to the Software performed by Customer directly or indirectly extending the current capabilities shall be the property of Company and all copyrights and other rights are hereby assigned to Company. Customer agrees that Company has permission to maintain and use any de-identified data as listed in this Agreement.

22. **Candidate Data for EPI.** To the extent Customer subscribes to EPI, Customer hereby authorizes Company to obtain and maintain any and all data and information with respect to candidates ("Candidate Data"). Customer agrees that it will provide any teacher performance data (see Exhibit A attached to order form) in accordance with the submission schedule set forth in Exhibit A. Customer also authorizes Company to obtain such performance data, if available, from entities that perform assessment for Customer, and will execute such documents or take such further actions to effectuate this authorization. Customer will continue to submit and permit Company to obtain such performance data through and including the date which is three (3) years after the date on which this Agreement expires or terminates, provided that Company may only use such data for the review, evaluation, and improvement of the EPI. Furthermore, Customer understands and agrees that it may be required to provide to Company, in limited instances certain data relating to teacher qualifications in order to minimize duplicative information requests of the candidates through web-based portal facilities. Customer shall protect all of such data from loss by maintaining back-ups of all such data and routinely updating such back-ups. Company shall not be liable for any losses or damages resulting from the loss or corruption of any such data. Furthermore, Company makes no representations concerning, and shall not be liable for, the accuracy, completeness, authenticity, validity, or utility of any data supplied by Customer, candidates or authorized users or any incorrect Customer Reports resulting from such inaccurate or incomplete data. Any verification of data shall be the sole and absolute responsibility of Customer, provided, however, Customer acknowledges and agrees that Company may, at Company's sole discretion, independently verify for accuracy of the data. Customer shall cooperate with Company's efforts to independently verify data. Customer represents and affirms to Company that it has a current demonstrable educational or administrative interest in all data that Company is authorized to obtain and maintain pursuant to this Agreement, including data with respect to candidates that will be maintained by Company to permit comparative data analyses for the review, evaluation and improvement of the Services. The Services are institutional services and functions for which Customer would otherwise use its own employees, if not for this Agreement with Company. In performing the Services, Company shall be under the direct control of Customer in accordance with the terms of this Agreement with respect to Company's use and maintenance of records.


23. **Access to the EPI and Use of EPI Candidate Data.** To the extent Customer subscribes to EPI, Reports received by Customer resulting from the EPI ("Customer Reports") will be posted to and accessible to Customer and its authorized users through a Customer-specific log-in and web portal (the "Customer Portal"). Customer shall designate (a) the individuals that will have access to the Customer Portal (the "authorized users") and (b) of the authorized users, one who has been designated by the Customer's chief executive officer (or substantial equivalent) to have primary authority over access to the Customer Portal (the "Super Administrator"). The Customer may change the designation of the Super Administrator from time to time with notice to Company. The Super Administrator will: (a) control access to the Customer Portal; (b) require the use of secure passwords controlled by the Super Administrator for access to the Customer Portal; and (c) set up, update, and manage secure passwords to ensure access to the Customer Portal only by authorized users. Customer will adopt and maintain appropriate security precautions to prevent the disclosure of passwords to, and use by unauthorized persons. Customer will report to Company any known breaches of security and access control protocols. Candidates will enter such information, as specified by Company, through a teacher-specific log-in and web portal (the "Candidate Portal"). Customer will follow all procedures included within user manuals provided by Company with respect to the Candidate Portal, including the use of any disclaimer (prepared and provided by Company), with which all candidates must acknowledge agreement prior to entering the Candidate Portal. The Super Administrator will have primary authority and responsibility over access to the Candidate Portal. The Candidate Portal will only be accessible to candidates through a secure web portal that requires the use of secure Passwords controlled by the Super Administrator. Customer will adopt and maintain appropriate security precautions to prevent disclosure of Candidate Portal passwords to and use by, any unauthorized person, and appropriate expiration of the access following completion of the application process by the candidate. Furthermore, through the Candidate Portal, the candidate will be given the option of either (i) agreeing to allow Company to share its respective Candidate Data with other school districts or potential employers ("Authorized candidates") or (ii) electing not to share its respective Candidate Data with other school districts or potential employers. The terms and conditions regarding the sharing of Candidate Data with other school districts are further described in this section. Customer authorizes Company to use the Candidate Data, including aggregating such Candidate Data with other data and information, for purposes of performing, evaluating, improving or enhancing the Services. Company will restrict access to Candidate Data to only those Company staff or subcontractors required to access the Candidate Data in order to perform the services set forth in this Agreement and evaluate, improve or enhance the Services (the "Company Agents"). Company Agents include, without limitation, any subcontractors engaged by Company to host or obtain Candidate Data pursuant to the terms and conditions of this Agreement, as such subcontractors are identified in exhibits attached hereto, which includes a statement as to each named subcontractor's legitimate interest in hosting, obtaining or accessing Candidate Data pursuant to the terms and conditions of this Agreement. Company will instruct all Company Agents on the use and confidentiality restrictions set forth in this Agreement, and shall require all Company Agents to comply with applicable provisions of the data privacy and security laws. Company will not disclose Candidate Data to anyone other than Company Agents except, upon the prior written consent of Customer, to a party authorized to receive the Candidate Data in accordance with data privacy and security laws. Customer understands and agrees that Company may share data with respect to candidate qualifications and data gathered through the Candidate Portal from candidates relating solely to the Authorized candidates ("Authorized Candidate Data") with other school districts or other potential employers, provided, however, such Authorized Candidate Data shall not be shared with other school districts or other potential employers until the earlier to occur of: (i) a decision not to hire the Authorized candidate or (ii) 30 days after the applicable Authorized candidate completes the application process through the Candidate Portal if and only if the candidate initiated their first account with Company through the link provided by Customer. Subject to the requirements of this Section above, Company may freely subcontract its duties and obligations under this Agreement. In the event that Company subcontracts any of its duties and obligations, Company agrees that: (i) the third party contractor shall execute an agreement regarding confidentiality consistent with the terms of this Agreement to the extent that such third party contractor has access to Confidential Information of Customer and an agreement relating to any other obligations of such contractor as required to comply with this Agreement and data privacy and security laws, and (ii) any such permitted subcontracting shall not release Company from any of its obligations under this Agreement.

24. **General Provisions.** The Agreement constitutes the entire agreement between the parties regarding the subject matter of the Agreement and supersedes all previous agreements or representations, oral or written regarding the subject matter of the Agreement. The Agreement may not be modified except in writing signed by an authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in the Agreement, understand all terms and conditions, and agree to be bound thereby. The titles of sections and subsections are for convenience only and are not to be used in construing any term in the Agreement. This MSA may be executed in two or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same document. Telecopied and/or scanned copies of signatures shall be relied on as original signatures in all respects.

condition shall be binding upon the parties.

- b. **Agreement.** It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, Company's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.
- c. **Independent Contractor.** The relationship of Company and Customer established by this Agreement is that of independent contractor, and nothing contained in the Agreement shall be construed to (i) give either party the power to direct or control the day-to-day activities of the other, (ii) establish Company as a hiring or human resources consultant to Customer, (iii) establish the parties as partners, franchisee-franchiser, co-owners or otherwise as participants in a joint or common undertaking, or (iv) otherwise give rise to fiduciary obligations between the parties.
- d. **Assignment.** Neither this Agreement nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either party without the prior express written consent of the other, which shall not be unreasonably withheld and for which no additional consideration shall be necessary; provided, however, that either party may, without the written consent of the other, assign this Agreement and its rights and delegate its obligations hereunder to an Affiliate, or in connection with the transfer or sale of all or substantially all of its business related to the Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any purported assignment in violation of this Section shall be void. Subject to this Section, this Agreement is binding upon and is for the benefit of the parties and their respective successors and permitted assigns.
- e. **Severability.** If any provision or provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- f. **Waiver.** No delay or failure of Company or Customer in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by Company or Customer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.
- g. **Force Majeure.** Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by any act of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil unrest, act of government, act of terror, strike or other labor problem (other than one involving our employees), internet service provider failure or delay, denial of service attack, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- h. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws principles. All actions, suits, or legal proceedings arising out of or related to this Agreement will be brought only in the federal or state courts located in Indian River County, Florida and the parties consent to the exclusive jurisdiction of such courts. Any Canadian agreements where the laws of the Province in which the Client's principal place of business is located and the laws of Canada applicable therein shall govern all matters arising out of or relating to this Agreement.
- i. **Signature Authority.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- j. **Security Breaches.** Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree to comply with the requirements of section 501.171, Florida Statutes. In the event of a breach of security as defined in section 501.171, Florida Statutes, Company shall notify Customer immediately, but no later than ten (10) calendar days following a determination of a breach of data security involving Customer's data. Additionally, Company shall fully cooperate with Customer regarding Customer's statutory notification requirements.

Customer:



Customer Signature
Shawn Frost

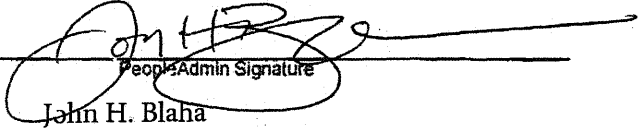
Customer Printed Name
Chairman, School Board, SDIRC

Title
6/26/18

Date

Page 7 of 7

PeopleAdmin, Inc:



PeopleAdmin Signature
John H. Blaha

PeopleAdmin Name
CEO

Title
6/29/2018

Date

Action H.2 - 06/26/2018

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Approval to Award Invitation to Bid (ITB) #21-0-2018JC to Various Vendors for Athletic Supplies & Uniforms Districtwide - Mr. Morrison

The purpose and intent of this Invitation to Bid is to secure firm prices for the purchase and delivery of athletic supplies and uniforms districtwide. The estimated annual cost to the District is \$87,000.

Notice of ITB was placed in the Indian River Press Journal on April 22, 2018 and emailed to one hundred ten (110) vendors in our vendor data base. Bid documents were posted on Onvia DemandStar and the Purchasing Department’s website. Sixteen (16) bids were received by the due date of 2:00 p.m. on May 17, 2018 as follows:

Bidder	Amount Vendor Catalog Disc. %	Amount Mfg’s Catalog Disc. %
Aluminum Athletic Equipment	12%	N/A
Bliss Products & Services	N/A	5%
BSN Sports	22%	0-35%
Dave’s Sporting Goods	20%	0-20%
Flaghouse, Inc.	15%	N/A
Henry Schein, Inc.	18%	N/A
Medco Supply	12-25%	N/A
MF Athletic / MFAC LLC	10%	N/A
Neff Motivation, Inc.	5%	N/A
Palos Sports, Inc.	10%	N/A
Pyramid School Products	20%	0-20%
Riddell	10%	10-20%
S&S Worldwide	20%	N/A
Scott’s Sporting Goods	N/A	0-20%
US Games	22%	N/A
Varsity Spirit Fashion	10%	N/A

The Purchasing Department recommends award to all responsive bidders as the lowest and best responsive and responsible bidders 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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Approval to Award Request for Proposal (RFP) #22-0-2018JC for Athletic Field Management at Various Sites to Express Reel Grinding, Inc. – Mr. Morrison

The purpose and intent of this Request for Proposal is to secure firm pricing for the management of all Bermuda grass athletic fields within the District located at Oslo Middle, Sebastian River High, Storm Grove Middle, Vero Beach High, Liberty Magnet and Gifford Middle. The scope of work includes watering, fertilizing, mowing, pest control, aeration, top dressing and sod repair as required to keep the fields in excellent playing condition in a green manner and to minimize the impact to the environment. The financial impact to the District is \$126,325 for a one year period. Award will be made not on the basis of price alone, but to the highest scoring proposer whose submission contains the most advantageous combination of price, qualifications, experience and references. All pricing, terms and conditions shall be firm for the term of this contract; July 25, 2018 through July 24, 2019. The awardee agrees to this condition by signing the RFP. The contract may, by mutual agreement between the School District and the awardee, be renewed for two additional one year periods.

Notice of RFP was placed in the Indian River Press Journal on May 20, 2018. Notice was also posted on Onvia DemandStar and the Purchasing Department’s website. Five (5) responses, including two (2) ‘No Bids’ were received by the deadline of 2:00 p.m. on June 7, 2018. The Evaluation Team reviewed all responses and assigned points as follows:

Legend: Award _____

	Total Points Assigned
<u>Express Reel Grinding, Inc.</u>	<u>295</u>
Indian River Landscapes LLC	181
JSM Services, Inc.	145

The Purchasing Department recommends award to Express Reel Grinding, Inc., as the best overall 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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**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AGREEMENT FORM FOR CONSTRUCTION CONTRACTED SERVICES**

THIS AGREEMENT, entered into this 26th day of June 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 Express Reel Grinding Inc. (Legal Name of Contracting Party/Organization) hereinafter referred to as the "**CONTRACTOR**", is as follows:

1. SCOPE OF WORK

Nature of Contracted Services: Management of all Bermuda grass athletic fields within the District per Proposal (RFP) #22-0-2018JC

Anticipated Outcome of Contracted Services: The scope of work includes watering, fertilizing, mowing, pest control, aeration, top dressing and sod repair as required to keep the fields in excellent playing condition in a green manner and to minimize the impact to the environment.

Location of Contracted Service: These fields are located at Oslo Middle, Sebastian River High, Storm Grove Middle, Vero Beach High, Liberty Magnet and Gifford Middle.

Date(s)/Hours of Service: As Directed by the District to Perform Required Services.

2. TERM OF AGREEMENT -

The **Contractor** shall commence performance of the Agreement on the 25th day of July 2018, and shall complete performance to the satisfaction of the Superintendent no later than the July 24th day of 2019. The term of the contract may, by mutual agreement between the School District and the awardee, be renewed for two additional one- year periods. All prices, terms and conditions shall be firm for the term of this contract. The awardee agrees to this condition by signing the bid.

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 \$ 126,325.00 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).

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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 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.

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 **Express Reel Grinding Inc.**
Contact's Name/Title **Attn: Lee Heckman**
Address: **7398 61st Street Vero Beach, Florida 32967**

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

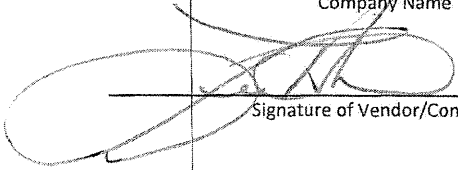
Contractor shall provide evidence of insurance as may be required by the **School Board's** Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverage. Upon request, "The **School 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.

VENDOR/CONTRACTOR

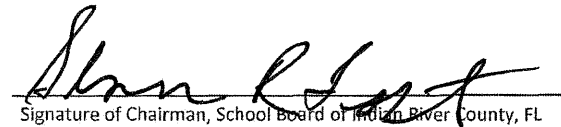
**THE SCHOOL BOARD OF INDIAN RIVER COUNTY,
FLORIDA**

Express Reel Grinding 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

Lee Heckman
Printed Name of Vendor/Contractor

Shawn Frost
Printed Name of Chairman, School Board of Indian River County, FL

6/15/18
Date

6/20/18
Date

7398 61st Street
Address

6500 57th Street
Address

Vero Beach, FL. 32967

Vero Beach, FL 32967

772-778-2909/772-794-1788
TELEPHONE / FAX NUMBER

lee@expressreel.com
CONTACT EMAIL ADDRESS

FEIN (BUSINESS) 59-2612334

SS# (INDIVIDUAL) _____

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

THIS AGREEMENT, entered into this 26th day of June 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 **Major Mulch Installations Inc.** (Legal Name of Contracting Party/Organization) hereinafter referred to as the "**CONTRACTOR**", is as follows:

1. SCOPE OF WORK

Nature of Contracted Services: Supply and install 2,434 Cubic Yards of Certified Engineered Wood Fiber Playground Mulch at Glendale Elementary School, Indian River Academy, Liberty Magnet, Osceola Magnet and Pelican Island Elementary School.
The cost of construction for this project is \$92,492.00 (\$38.00 Per Cubic Yard).

Anticipated Outcome of Contracted Services: Supply and install 2,434 Cubic Yards of Certified Engineered Wood Fiber Playground Mulch at proper depths to meet requirements per ASTM F2223 and the requirements of the School District of Indian River County's Building Department.

Location of Contracted Service: Glendale Elementary School, Indian River Academy, Liberty Magnet, Osceola Magnet and Pelican Island Elementary School.

Date(s)/Hours of Service: Project to Commence on June 27th 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 27th day of June 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 \$ 92,492.00 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.

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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.

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- (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.

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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.

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Contractor/Vendor **Major Mulch Installations Inc.**
Contact's Name/Title **Attn: Michael Richards**
Address: **7337 Woodbriar Court Orlando, Fl. 32835**

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School Board of Indian River County
Attn: Superintendent, Mark J. Rendell, Ed.D
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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.

VENDOR/CONTRACTOR

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

Major Mulch Installations, Inc

Company Name



Signature of Vendor/Contractor

Michael Richards

Printed Name of Vendor/Contractor

6-20-18

Date

7337 Woodbriar Court

Address

Orlando, FL 32835

407-291-9895

TELEPHONE / FAX NUMBER

mrmajormulch@gmail.com

CONTACT EMAIL ADDRESS

FEIN (BUSINESS) 59-3613747

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

6/20/18

Date

6500 57th Street

Address

Vero Beach, FL 32967

Playground Sites (ADA Mulch)	VENDOR	COST - MATERIAL AND LABOR	VENDOR	COST - MATERIAL AND LABOR	VENDOR	COST - MATERIAL AND LABOR
	Major Mulch		Top Line Recreational		Concepts	
Glendale	462 CY EWF	\$17,556.00	462 CY EWF	\$19,006.90	462 CY EWF	\$18,375.00
Indian River Academy	387 CY EWF	\$14,706.00	387 CY EWF	\$15,903.98	387 CY EWF	\$14,512.00
Liberty Magnet	457CY EWF	\$17,366.00	457CY EWF	\$18,844.67	457CY EWF	\$18,037.50
Osceola Magnet	742CY EWF	\$28,196.00	742CY EWF	\$30,100.27	742CY EWF	\$29,750.00
Pelican Island	386 CY EWF	\$14,668.00	386 CY EWF	\$15,871.53	386 CY EWF	\$15,375.00
Total for 5 Schools	2,434 Cubic Yards	\$92,492.00	2,434 Cubic Yards	\$99,727.35	2,434 Cubic Yards	\$96,049.50

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EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Survey Status: Active Pending



EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

Section 1: Survey

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Description: 2018 Survey
Survey Open Date: 2/8/2018 5:14:13 PM
Board Approval Date:
Survey Expiration Date:
DVE768 Approval Date: 5/21/2018
Contact Name: Michelle Simons
Contact Phone Number: (772)564-5019
Contact Email: michelle.simons@indianriverschools.org
Survey Notes:

Survey Status	Status Time	User
Active Pending	2/8/2018 5:14:13 PM	Michelle Simons

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

PREFACE

Report of an educational plant survey, hereinafter also referenced as “survey,” conducted in accordance with the requirements of, and pursuant to specifications in, Article IX and Article XII of the Florida Constitution; Chapters 1001, 1011, and 1013, Florida Statutes (F.S.); State Requirements for Educational Facilities (SREF); and the Florida Building Code (FBC). This survey report describes the current educational plants and the estimated capital outlay needs resulting from a systematic study of present educational and ancillary plants. This study also addresses the future needs, including long range planning, to provide an appropriate educational program and services for each student based on projected capital outlay FTE’s (COFTE) approved or authorized for use by the Department of Education.

NOTE: All educational plant surveys are valid for five full years and expire on June 30 of the fifth full year from the beginning date of the survey. For example, a survey approved in October will be valid through the remaining fiscal year and for five full years beginning on the following July 1; effectively, this makes the survey approved in October valid for five years and eight months. By the same scenario, a survey approved in May will be valid through the remaining fiscal year and for five full years beginning on the following July 1; effectively, this makes the survey approved in May valid for five years and one month.

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INTRODUCTION TO THE EDUCATIONAL PLANT SURVEY

Definition of an Educational Plant Survey

The educational plant survey is a systematic study of present educational and ancillary plants and the determination of future needs. The survey is not directly concerned with the instructional program but the relationship of educational plants to the instructional program is such that judgments regarding the instructional program are necessarily a part of an educational plant survey.

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Purpose of an Educational Plant Survey

The construction of new educational facilities is a major undertaking even in school systems where such construction is a continuous process. If a 50-year capital investment is to be protected, the location, size, type of materials, arrangement of spaces, and other considerations, regarding each new facility or addition to an existing facility must be determined on the basis of reliable, factual data. To do otherwise would violate the trust of present and future generations of children and of taxpayers.

The purpose of an educational plant survey is to aid in formulating plans for housing the educational activities of students and staff of the school district for the next several years and the survey must consider the local comprehensive plan in its forecast strategies. The development of this plan must be based on a careful study of all available data regarding the current status of educational and ancillary facilities in relation to capital outlay full-time equivalency (COFTE) student membership and the projected changes in COFTE student membership. The intent of a regular, formal educational plant survey is to encourage the thoughtful, orderly development of a program for providing educational and ancillary plants to adequately house the educational and academic support activities of the district.

A formal educational plant survey is required by §1013.31, F.S., to be conducted every five years, but may be conducted as often as necessary. It is sometimes necessary to make changes to the survey recommendations in the interim. Local school administrators are responsible for a regular auditing of survey recommendations and for the initiation of the request for any necessary changes.

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Legal Basis for Educational Plant Surveys

When the Florida School Code of 1939 was developed, the importance of having a valid basis for a school building program was recognized by inclusion of the requirement that district school boards have periodic school plant surveys of building needs in the districts. The 1939 Code directed the district school superintendent to "recommend plans and procedures for having a survey made" and instructed the district boards to "approve and adopt a district-wide school building program...based on the recommendations of the survey."

The provisions in the 1939 Code for periodic school plant surveys were, for the most part, ineffective. No state financing program for school plants was in effect at that time. Further, the coming of World War II, and the resulting cessation of school plant construction, made any statutory provision relating to school plants meaningless.

When the Minimum Foundation Program law was enacted in 1947, the requirement for periodic school plant surveys was included. The law established that a Capital Outlay and Debt Service (CO&DS) annual allotment of \$400 per instruction unit had to be expended in accordance with a planned building program based on a school plant survey. It was at this point that Florida's school plant survey program became a meaningful and established operation.

In 1952, the Florida Constitution §9(d), Article XII, was amended to authorize the issuance of State Board of Education (SBE) bonds guaranteed by the Minimum Foundation Program CO&DS allocation. The SBE bond program led to major school construction activities and further strengthened the school plant survey program by requiring that bond proceeds be expended in accordance with survey recommendations.

In 1957, the Florida Legislature established the School Construction Fund which annually authorized an increase of \$200 per student in average daily attendance, subject to matching by local funds. School Construction Fund monies also had to be expended in accordance with the recommendations of a school plant survey. The program was continued with modifications by subsequent legislatures until 1972.

The 1972 Legislature enacted the School District Supplemental Capital Outlay Act as an interim measure pending the outcome of the proposed amendment to §9, Article XII of the Constitution. The amendment, which was ratified in the November 1972 general election, increased the CO&DS annual allotment from \$400 to \$600 per instruction unit in the school districts for the school fiscal year 1967-1968 plus \$800 for each "growth unit" since 1967-1968.

The 1973 Legislature established the Florida Educational Finance Act which provided funds for comprehensive school construction and debt service. The amount allocated to each school district was determined by formulas prescribed by the Legislature.

In 1974, the Florida Constitution, §9(a) (2), Article XII, was amended to authorize the issuance of state bonds guaranteed by revenues derived from gross receipts utility taxes for the state system of public education, including, but not limited to, institutions of higher learning, junior colleges, vocational-technical schools, and public schools, as defined by law.

Since 1974, regular changes have been made to statutory provisions and the Florida Constitution in regards to educational facilities, including the establishment of a state lottery where funding is specifically earmarked for education as a supplement to other state funding, and the capping of class sizes. The continual changes to educational laws and funding mechanisms are due, in part, to Florida's unrelenting effort to maintain and provide state-of-the art facilities to meet the demands of change for our schools programs and the expectations of our citizenry.

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Method For Making Educational Plant Surveys

The board must arrange for an educational plant survey to be conducted either by district staff, through contractual agreement, or a combination of district staff and private vendors. A survey conducted by the Office of Educational Facilities is a cooperative process with staff from the Office of Educational Facilities and staff from school districts outside of the district being surveyed. Typically, the survey process will include, as a minimum:

- * Spot or grid maps showing the residence of all elementary, middle or junior high, and senior high school students, the school attended by each student, and the location of each school.
- * COFTE student membership trends of each school center for the past five years.
- * A floor plan for each building at each educational plant identifying each building and each room (space) by number as they appear in the Florida Inventory of School Houses (FISH).
- * A list of the construction projects under contract.
- * A statement of the policies of the board with respect to grade organization and the types and sizes of facilities to be provided for new elementary, middle or junior high, and senior high schools (facilities lists).
- * Other information that may affect building costs, population trends, and other related matters that may influence the district educational facilities building needs program.
- * The survey team members visit and evaluate each educational plant; student capacities are carefully evaluated at each school center.
- * The districtwide projection of students is distributed among the various existing school centers and any new school centers are recommended on the basis of past trends and the best judgment of both the District and the County Growth Management Office as to where growth is most likely to occur.
- * The survey team should make logical recommendations based on all relevant information available.

The survey is limited to the study of educational and ancillary plants owned or under long-term lease agreement by the school board. No comprehensive study is made of the instructional program and recommendations made for the improvement of the educational and ancillary plants of the district are not an evaluation of the instructional program. Recommendations, however, must be clearly associated with the relationship between educational facilities and instructional programs.

State-level Requirements

The survey report must include a recommended pattern for housing the student projection for a five-year period, including changes in utilization of existing school centers, phasing out of unsatisfactory facilities and/or school centers, additions at existing school centers, and construction of new school centers. Ancillary facilities should also be considered in the recommendations.

The broad, general state-level conditions that give directions to a survey are established as guidelines only insofar as feasible for application within a given district.

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-
- * School Size: Any school that is not large enough to justify a full-time principal, a media specialist, food service staff, and special instructional and clerical staff are economically inefficient and restrictive in program offering; simply stated, minimally sized schools are too expensive to operate if a district lacks sufficient financial resources to make such facilities a viable option. Generally, new school centers are not recommended for fewer than 400 students in elementary schools or 100 students per grade level in secondary schools. Where practical, existing schools that are below these sizes should be consolidated.
 - * Wooden Buildings: Generally, all wooden exterior buildings (other than relocatables) are considered unsatisfactory and are not assigned student capacity.
 - * Unsatisfactory Space: Generally, all wooden exterior buildings (other than relocatables) are considered unsatisfactory and are not assigned student capacity.

NOTE: Unsatisfactory space is typically designated as such due to compromising effects on the structural integrity, safety, or excessive physical deterioration of a building. Space condition should be the same, either satisfactory or unsatisfactory, for all rooms in a building with the exception of rooms reported in relocatable buildings that represent individual units. A space may be structurally unsound (unsatisfactory) and still be adequate in size.

- * Inadequate Space: Generally means that the size of space is not appropriate, sufficient, suitable, or lacks ability to meet the fitting requirements for instruction or instructional support, such as small classrooms or insufficient acreage for a school site. Inadequacy may be a condition brought on by changing standards, or increased enrollment causing overuse thereby resulting in undersized or unsuitable circumstances.

NOTE: Inadequate space is typically designated as such by the capital outlay classifications (COC) C-3 and C-7. Inadequate is a designation for an entire facility, not just a building or room. A space or building may be structurally sound (satisfactory) and still be inadequate.

- * Relocatable Building: Facilities designed and built to be moved from one school to another are recognized as providing valuable flexibility.
- * Student Station: A student station is the area necessary for a student to engage with a teacher in appropriate subject matter educational (learning) activities. The size of this area will vary with the particular type of activity and by grade level. A laboratory or shop in which the student must move about requires more area per student than a regular classroom where the student remains seated at a desk. The total student stations at a school center are used to determine the capacity of the school.
- * Student Capacity: The maximum number of students that should be housed in a facility. In an elementary school, students are typically assigned to one classroom throughout the day and student capacity for elementary schools equals the student stations. However, in middle and secondary schools, students usually move from classroom to classroom to participate in different instructional subject matter, which interjects scheduling as a factor in calculating capacity. Experience has shown that the number of students in a secondary school is a major factor for determining the efficiency of space utilization that may be expected at a school.

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* Utilization Factor: Used to determine “capacity” which is the number of students that may be housed in a facility at any given time based on a utilization percentage of the total number of existing satisfactory student stations:

Type School	Utilization Factor Percentage x	Satisfactory Student Stations
Elementary	100%	all
Middle & Junior High	90%	all
Senior High	70%	300 or less
	75%	301-600
	80%	601-900
	85%	901-1200
	90%	1201-1500
	95%	1501 - and above
Combination Schools	90%	all
Exceptional Student Centers	100%	all
Alternative Education Centers	100%	all
Designated Area Vocational Centers	120%	all
Designated Adult Centers	150%	all

* Initial and Ultimate Student Capacity: In the recommendations for building a new school center, the initial capacity assigned is the capacity necessary to house the students anticipated to enroll at the school by the end of the survey projection period. The ultimate capacity is usually the maximum capacity school of that type based on applicable district policies (facilities lists). The establishment of an ultimate desirable capacity makes it possible to plan the initial construction within the framework of the ultimate size school—meaning, building core facilities such as media, cafeteria, administration, circulation, and other auxiliary spaces to the full school size and then adding classrooms as the student population projections increase to a level that warrants additional classroom space.

NOTE: Educational plant survey COFTE student projections are determined by the Office of Economic and Demographic Research (EDR). Each five-year survey is based on COFTE projections that are five (5) full years from the official beginning of the survey period, which is July 1 of the first full year of the survey.

* Use of State and Local Funds for Recommended Facilities: The recommendations made in the survey report are intended, in total, to provide adequate facilities for all of the students projected to be enrolled within the 5-year survey period. The priority systems established in statutes and rules define the eligibility for the expenditure of funds.

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NOTE: Educational plant survey costs for student stations are determined by the Office of Economic and Demographic Research (EDR). Each five-year survey is based on cost factors that are 31 months (January, the midway point of the five-year survey period) from the official beginning of the survey period, which is July 1 of the first full year of the survey. All new capacity construction uses the appropriate grade level student station cost factors; the cost per square foot for new construction, remodeling, and renovation is based on actual statewide average construction cost data with the EDR cost index increase applied to use the same 31 months mid-point of the survey costs for planning purposes. This cost estimate process is applied uniformly to all surveys in all districts so that consistent estimates can be made. Actual costs are reported yearly in the 5-year district facilities work program annual budget.

District School Board Policies and Prerogatives

State funds alone usually are not enough to complete the recommended school plant construction program that will be identified in an educational plant survey. To ensure that all capital outlay funds are used for the best and most efficient purposes, the educational plant survey team should collaborate with the professional and instructional staff of the district on a plan for meeting the projected school plant needs for the next several years.

Some of the specific local board policies and prerogatives that generally apply to the survey report are:

- * Actual assignment of students to school centers in the county as authorized and directed by §1003.02, F.S.;
- * Facilities comprising a standard school plant for each grade grouping;
- * Square footage and special features of each instructional component (state minimums must be met);
- * Special facilities at a school center;
- * Level of custodial service;
- * Level of maintenance service;
- * Level of service indicators for local comprehensive planning;
- * Type of climatic control.

Guide to Capital Outlay Classification (COC)

Educational plants are identified by recommended type of facility for capital outlay expenditures. The COC of educational plants determines the extent to which certain funds may be used for capital improvements, subject to applicable Florida Statutes and SREF standards dealing with budgeting and in some cases priority ratings. The COC of an educational plant can only be assigned or changed by an educational plant survey recommendation made in compliance with all applicable laws, rules, and policies.

The COC is grouped into categories with applicable standards to guide the assignment of the appropriate classification:

C-1: An educational plant that is recommended for continued use. Generally, this includes:

- * Adequate site,
- * Satisfactory building(s),
- * Projected membership within desired size range for the type of school,
- * Recommended new educational plant.

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C-2: An educational plant that is in a period of transition with evidence insufficient to recommend replacement or consolidation, and typically new construction is not recommended for this COC. Generally, this includes:

- * Inadequate site and/or inadequate building(s),
- * Declining or static enrollment,
- * An educational plant that probably would be recommended for consolidation if not for excessive distance required for student transportation.

C-3: An educational plant that is substandard in one or more major aspects. Generally, this includes:

- * Inadequate site and/or unsatisfactory building(s),
- * Declining or static enrollment to a level indicating that the needs of students can better and more economically be served at other educational plants,
- * Abandoned educational plants not currently housing students.

NOTE: Educational plants assigned a C-3 COC and used to house students should be closed when adequate facilities are available elsewhere. Facilities assigned a C-3 COC do not generate PECO maintenance funds even when the facility contains satisfactory space.

C-6: Ancillary facility recommended for continued use. Generally, this includes:

- * Adequate site,
- * Satisfactory building(s),
- * Recommended new site and/or facilities.

C-7: Ancillary facility is substandard. Generally, this includes:

- * Inadequate site and/or unsatisfactory building(s),
- * Abandoned facilities not currently being used.

NOTE: Facilities assigned a C-7 COC that are in current use should be closed when adequate facilities are available elsewhere. Facilities assigned a C-7 COC do not generate PECO maintenance funds even when the facility contains satisfactory space.

C-9: Any district owned facility leased to an entity for use by the lessee for any purpose, including educational, but is not used by the district during the normal school hours of operation.

NOTE 1: Facilities assigned a C-9 COC do not generate PECO maintenance funds.

NOTE 2: Facilities assigned a C-9 COC are to be counted in the district's inventory of available space and may be considered in the determination of new construction needs.

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School centers are usually classified by standard grade groupings (K-5, 6-8, and 9-12), even though a school may have only one or two of the grades present. A school center may be classified as a combination school and recommended to house more than one grade grouping, e.g. grade group K-8, grade group 6-12, or grade group K-12.

Whenever it is feasible, the survey should contain recommendations to upgrade and/or remodel/renovate existing educational plants that are classified as C-1 to meet the district's educational facilities standards for spaces and school size based on the districts adopted facilities lists for each grade grouping.

GUIDELINES FOR SCHOOL PLANT DEVELOPMENT

School Plant Planning

Planning a school plant, either a complete new school or an addition to an existing school, is a long and complex process when properly done. Remodeling and renovation of existing space can also be very time consuming to plan when all potential options for upgrading or replacement considerations are made. Suggestions made in this section are intended to provide useful, basic information and are not an exhaustive description of all available options for planning or meeting the facilities needs of a district school board.

School Size

Generally, new school centers are not recommended for fewer than 400 students in elementary schools or 100 students per grade level in secondary schools. Any school that is not large enough to justify a full-time principal, a media specialist, food service staff, and special instructional and clerical staff are economically inefficient and restrictive in program offerings. Schools that are minimally sized are very expensive to operate.

The number of students in a school is a major factor in determining the efficiency of space utilization; schools that are too small do not offer optimal instructional standards or provide economically advantageous structures. Just like small schools are not economical, very large schools are not frugal to build, maintain, or staff. The logistics of managing and maintaining an overly large school can outweigh the reasons for building mega structures (such as more extensive program offerings in science or performing arts—these functions may be offered through magnet schools, thereby meeting a districtwide or area need without the burden of managing an overly large school reconfigured to offer such services).

Optimally, elementary schools should be planned for about 800 students, middle schools should be planned for about 1,200 students, and senior high schools should be planned for about 2,000 students. Flexibility and program offerings that allow schools to offer a more educationally diverse program or structural configurations that can provide significant economic rewards should always be considered when planning new schools. However, experience has shown that by modifying elementary schools sizes by more than 25% above or below the 800 student mark is not usually cost effective nor educationally practical. Secondary schools can sometimes be subjected to 25% to 50% modifications from the recommended median point and still be practical and efficient for both educational offerings and cost savings. Neither small or large schools provide cost saving benefits for construction nor for day-to-day operations; therefore, limiting the size of schools to near average size is usually preferable and more practical.

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Educational Facilities Planning

The basic concept behind educational facilities planning is a simple one. A school building is primarily a school and secondarily a building. If the "school" is not planned in terms of its purposes, its scope, and its programs, the resulting structure will almost certainly just be a "building." No architect, regardless of talent or experience in school plant design, can plan a school without guidance from the educators who will use it.

The educational facilities planning process is slow and difficult; planning that does not consider school needs beyond the immediate future places an undue burden on the present and future generations of students and taxpayers. Equally as important as long-range planning, no board should commit local and state revenues for a new educational plant that has not been planned by educators. Although the detailed procedures for educational facilities planning will vary considerably from school to school, the ultimate responsibility for the future rests with those professionals who plan today.

School Plant Design

An architect is responsible for designing the building to house the school program developed through the educational facilities planning process. Usually, the architect participates in that process so that educational planning and design do not constitute separate and distinct steps.

The architect uses other specialists in designing the building and the system(s) it will contain; for example, structural engineers, heating and cooling specialists, electrical engineers, and environmental specialists should be involved in the total process. Some broad guidelines appropriate to school building design are:

- * A site (plot) plan should be developed to show the most effective use of the site for present needs and to guide future expansion. The site design and orientation should show awareness of the principles of "Crime Prevention Through Environmental Design" (CPTED) including natural access control, natural surveillance, and territorial reinforcement;
- * A building should be functional in design; it should meet the needs of and facilitate the attainment of the designed or planned program of the school;
- * The building must be made safe and healthful for all students and school staff personnel by observing all safety and sanitary regulations appropriate to school plants;
- * A balance should be achieved between quality and economy in construction and the anticipated maintenance and operation of the plant;
- * A building should be designed to permit economical expansion both in terms of additional classrooms and special facilities which will eventually serve the ultimate capacity of the school; e.g., media centers, cafeterias, circulation, sanitation, utilities, and administration should be built to their ultimate maximum sizes if additional classrooms are going to be needed for future expansion;
- * Adequate lighting, natural and artificial, should be provided for all instructional spaces;
- * A building should be designed to control the transient noise level; the objective in sonic design of instructional spaces is to secure the best hearing and speaking conditions without adversely affecting the surrounding or adjacent instructional programs;
- * Thermal conditioning of school spaces should be provided by economically designed systems that also render long-term cost savings in maintenance and operations.

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Florida Inventory of School Houses (FISH)

The district's educational plant survey extracts facilities data from FISH; therefore, if FISH is not current and accurate, the educational plant survey cannot be a valid assessment of needs. The district's facilities inventory may be corrected at any time when new additions or remodeling occurs, during a validation study conducted by the district or OEF, or as the result of an educational plant survey. FISH is the official inventory of the district's educational facilities. It is the responsibility of the district to maintain an updated inventory. Changes to FISH are subject to review by OEF for compliance with statutory and rule provisions as well as compliance with educational plant survey recommendations.

NOTE: FISH data is imported into the educational plant survey as it exists the moment the survey is created. When a complete new survey is started, the FISH data is imported and does not change even if FISH changes are subsequently made. When a supplemental/spot survey is created, FISH data is imported into the spot survey as it exists for only the selected facilities as of the moment the spot survey is created; this process allows districts to update FISH and then do an updated survey using current FISH data.

School Sites

Before a site is purchased or funds are encumbered for a site, it must meet the criteria established by §1013.36, F.S. Notably, the law requires a school board to coordinate site planning and selection with affected county and city governments to ensure consistency with local land-use plans. This coordination process is detailed in the interlocal agreement between the school board and the general-purpose local governments pursuant to §1013.33(2), F.S.

The choice of sites for new schools is critical to the overall development of a school plant program. In general, new sites should:

- * Provide adequate space for school buildings;
- * Provide adequate off-street parking and off-street loading/unloading;
- * Provide adequate playground area.

In addition, new sites should generally be located to:

- * Minimize transportation costs and provide safe access from neighborhoods to the school;
- * Avoid sites where adjacent land uses may allow the location of undesirable commercial enterprises or industrial activities near the school;
- * Prevent the location of a site adjacent to, or near, high voltage power transmission lines or in an airport approach flight path;
- * Maximize proximity to residential areas and seek to collocate district educational facilities with other public facilities, such as parks, libraries, and community centers.

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Section 2: Facility Lists

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

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Survey:

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Status:

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FACILITIES LISTS

Minimum Space Requirements

The Facility Lists component identifies the standard schools programs by grouping and listing the classrooms and support spaces that districts normally consider the most ideal for meeting the districts needs. These lists usually are a combination of elementary, middle, senior high, ancillary, and other special school centers such as exceptional students, alternative, and various types of combination schools, e.g. K-8, K-12, 6-12, etc.

All board approved and adopted facilities lists must conform to standards established in SREF. The facilities lists in EFIS are based on net square footage per space; the gross square footage in a facilities list for new construction is determined by adding a standardized percentage of the net square footage for all auxiliary and support spaces. Elementary schools have 27 percent added for net-to-gross conversions; middle schools have 32 percent added for net-to-gross conversions; and high schools have 34 percent added for net-to-gross conversions. An additional 6 percent is added to each type school for mechanical spaces.

Educational plant survey costs for student stations are determined by the Office of Economic and Demographic Research (EDR). Each five-year survey is based on cost factors that are 31 months (January, the midway point of the five-year survey period) from the official beginning of the survey period, which is July 1 of the first full year of the survey. All new capacity construction uses the appropriate grade level student station cost factors; the cost per square foot for new construction, remodeling, and renovation is based on actual statewide average construction cost data with the EDR cost index increase applied to use the same 31 months mid-point of the survey costs for planning purposes. This cost estimate process is applied uniformly to all surveys in all districts so that consistent estimates can be made. Actual costs are reported yearly in the 5-year district facilities work program annual budget.

Costs for remodeling recommendations are typically based on one-half the cost of new construction, but may vary significantly based on the type of remodeling. Costs for renovation recommendations are typically based on one-third the cost of new construction, and like remodeling costs, may vary significantly based on the renovation project. All cost estimates are best judgment approximations and may vary significantly between projects. Before entering into the planning phase on projects, the district should have a professional review of the estimated cost and assure that the current Uniform Building Code standards are applied when the cost estimates are made.

Cost estimates and recommendations for maintenance and operations of educational plants safety and sanitation deficiencies are not included in this survey. Boards should follow the requirements of §1013.12, F.S., to meet the needs in these areas.

Facilities recommended in accordance with the approved facilities lists at existing or recommended new schools may need to be changed as programs change.

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Survey:

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Status:

Active Pending

Building New Schools Or Additions To Existing Schools Relative To Approved Facility Lists

All facility lists are developed and approved by a district school board to establish the district's standard schools by type and for the ideal size of schools. These lists, once approved by the board and by the Department, are used in the educational plant survey process to identify the space needs of existing schools (comparing FISH and COFTE to the facility lists) and for building new schools. Any new schools constructed or the expansion of existing schools must be relative to the approved facility list and the classroom capacity must not exceed the projected COFTE for that/those schools. When building a new school center or adding classroom capacity to an existing school, the capacity of the instructional spaces (classrooms) for the school may not exceed the projected COFTE planned for the school in the out-year of the survey even though the facility list may be for a larger number of students. The school's core facilities should be built to the full size of the facility list if it is reasonably anticipated that the school will eventually serve the number of students in the facility list; however, the classrooms must initially only be built to serve the projected COFTE; to do otherwise would violate the public trust and abuse tax-payer money.

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Level:	ELEMENTARY (PK - 05)	Gross Sq. Feet:	113,589
Target Number of Stations:	767	Utilization:	1.000
Total Stations:	767	Acres Required:	10
Total Capacity:	767		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
25	1	PK - 03	PRIMARY CLASSROOM (K-3)	882	22,050	18	450	28,003
	808		MATERIAL STORAGE	100	2,500	0	0	3,175
	811		OUTSIDE STORAGE	50	1,250	0	0	1,587
	813		STUDENT STORAGE	40	1,000	0	0	1,270
	814		STUDENT RESTROOM (BOTH SEXES)	60	1,500	0	0	1,905
10	2	04 - 08	INTERMEDIATE/MIDDLE CLASSROOM (4-8)	858	8,580	22	220	10,896
	808		MATERIAL STORAGE	100	1,000	0	0	1,270
	811		OUTSIDE STORAGE	50	500	0	0	635
	815		STUDENT RESTROOM (MALE)	35	350	0	0	444
	816		STUDENT RESTROOM (FEMALE)	35	350	0	0	444
3	10	PK - 03	PRIMARY SKILLS LAB (K-3)	882	2,646	18	0	3,360
	808		MATERIAL STORAGE	100	300	0	0	381
	813		STUDENT STORAGE	40	120	0	0	152
	814		STUDENT RESTROOM (BOTH SEXES)	60	180	0	0	228
1	13	PK - 05	ELEMENTARY P E STORAGE	315	315	1	0	400
1	14	PK - 05	ELEMENTARY COVERED PLAY AREA	2,736	2,736	76	0	3,474
1	20	04 - 08	INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8)	814	814	22	22	1,033
	808		MATERIAL STORAGE	100	100	0	0	127
	812		PROJECT STORAGE	150	150	0	0	190
5	40	PK - 12	RESOURCE ROOM	290	1,450	10	0	1,841
	808		MATERIAL STORAGE	100	500	0	0	635
2	50	PK - 05	ART - ELEMENTARY	1,000	2,000	22	0	2,540

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	808		MATERIAL STORAGE	100	200	0	0	254
	812		PROJECT STORAGE	150	300	0	0	381
2	55	PK - 05	MUSIC - ELEMENTARY	1,000	2,000	22	0	2,540
	806		REFERENCE	100	200	0	0	254
	808		MATERIAL STORAGE	100	200	0	0	254
	831		MUSIC PRACTICE ROOM	70	140	0	0	177
5	60	PK - PK	E S E PRE-K	475	2,375	5	25	3,016
	808		MATERIAL STORAGE	100	500	0	0	635
	813		STUDENT STORAGE	40	200	0	0	254
	817		STUDENT RESTROOM & BATH	110	550	0	0	698
2	61	PK - 12	E S E PART-TIME	975	1,950	15	30	2,476
	808		MATERIAL STORAGE	100	200	0	0	254
	813		STUDENT STORAGE	40	80	0	0	101
	815		STUDENT RESTROOM (MALE)	35	70	0	0	88
	816		STUDENT RESTROOM (FEMALE)	35	70	0	0	88
2	62	PK - 12	E S E FULL-TIME	950	1,900	10	20	2,413
	808		MATERIAL STORAGE	100	200	0	0	254
	813		STUDENT STORAGE	40	80	0	0	101
	815		STUDENT RESTROOM (MALE)	35	70	0	0	88
	816		STUDENT RESTROOM (FEMALE)	35	70	0	0	88
	817		STUDENT RESTROOM & BATH	110	220	0	0	279
3	65	PK - 12	E S E RESOURCE	380	1,140	4	0	1,447
	808		MATERIAL STORAGE	100	300	0	0	381
	813		STUDENT STORAGE	40	120	0	0	152
2	66	PK - 12	E S E SUPPLEMENTARY INSTRUCTION	100	200	2	0	254
	808		MATERIAL STORAGE	100	200	0	0	254

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	300	PK - VE	PRINCIPAL/DIRECTOR OFFICE	250	250	0	0	317
4	301	PK - VE	ASSISTANT PRINCIPAL/OTHER OFFICE	175	700	0	0	889
1	302	PK - VE	BOOKKEEPING OFFICE	125	125	0	0	158
2	303	PK - VE	SECRETARIAL SPACE	158	316	0	0	401
1	304	PK - VE	RECEPTION AREA	646	646	38	0	820
1	305	PK - VE	PRODUCTION WORKROOM	304	304	38	0	386
1	306	PK - VE	CONFERENCE ROOM	532	532	38	0	675
1	307	PK - VE	CLINIC	228	228	38	0	289
1	308	PK - VE	GENERAL SCHOOL STORAGE	380	380	38	0	482
1	309	PK - VE	VAULT/STUDENT RECORDS	228	228	38	0	289
1	310	PK - VE	SCHOOL STORE	76	76	38	0	96
1	311	PK - VE	STUDENT ACTIVITIES	380	380	38	0	482
1	312	PK - VE	COMPUTER AREA	114	114	38	0	144
1	313	PK - VE	CAREERS ROOM	228	228	38	0	289
2	314	PK - VE	ITINERANT OFFICE	125	250	0	0	317
1	315	PK - VE	TEACHER PLANNING OFFICE	1,520	1,520	76	0	1,930
1	316	PK - VE	TEACHER LOUNGE/DINING	304	304	76	0	386
1	330	PK - VE	CUSTODIAL RECEIVING	1,140	1,140	76	0	1,447
1	333	PK - VE	FLAMMABLE STORAGE	155	155	0	0	196
1	334	PK - VE	CUSTODIAL EQUIPMENT STORAGE	500	500	0	0	635
1	340	PK - VE	DINING AREA	3,040	3,040	76	0	3,860
1	341	PK - VE	KITCHEN & SERVING AREA	3,344	3,344	76	0	4,246
1	349	PK - VE	KITCHEN CHAIR STORAGE	152	152	38	0	193
1	361	PK - VE	MULTIPURPOSE ROOM (DINING)	2,356	2,356	76	0	2,992
1	362	PK - VE	MULTIPURPOSE ROOM CHAIR STORAGE	152	152	76	0	193
1	363	PK - VE	STAGE	990	990	1	0	1,257

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	364	PK - VE	STAGE STORAGE	380	380	76	0	482
1	365	PK - VE	STAGE DRESSING ROOM (MALE)	190	190	38	0	241
1	366	PK - VE	STAGE DRESSING ROOM (FEMALE)	190	190	38	0	241
1	367	PK - VE	CONTROL BOOTH/PROJECTION ROOM	100	100	1	0	127
1	368	PK - VE	TEXTBOOK STORAGE	266	266	38	0	337
1	380	PK - VE	LIBRARY (READING ROOM/STACKS)	2,812	2,812	76	0	3,571
1	381	PK - VE	MEDIA TECHNICAL PROCESSING	304	304	76	0	386
1	382	PK - VE	PROFESSIONAL LIBRARY	304	304	76	0	386
1	383	PK - VE	AUDIO VISUAL STORAGE	456	456	76	0	579
1	384	PK - VE	PERIODICAL STORAGE	152	152	76	0	193
1	385	PK - VE	CLOSED CIRCUIT TV LAB	532	532	76	0	675
1	386	PK - VE	CLOSED CIRCUIT STORAGE	380	380	76	0	482
1	387	PK - VE	MEDIA PRODUCTION LAB	380	380	76	0	482
1	388	PK - VE	MEDIA COPYING ROOM	152	152	76	0	193
1	389	PK - VE	MEDIA SMALL GROUP ROOM	76	76	38	0	96
1	390	PK - VE	MEDIA GROUP PROJECTS/INSTRUCTION	380	380	76	0	482
1	391	PK - VE	MEDIA MAINTENANCE/REPAIR	76	76	38	0	96

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Level:	MIDDLE (06 - 08)	Gross Sq. Feet:	206,820
Target Number of Stations:	1,343	Utilization:	1.000
Total Stations:	1,343	Acres Required:	16
Total Capacity:	1,208		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
26	2	04 - 08	INTERMEDIATE/MIDDLE CLASSROOM (4-8)	858	22,308	22	572	29,446
	808		MATERIAL STORAGE	100	2,600	0	0	3,432
	811		OUTSIDE STORAGE	50	1,300	0	0	1,716
	815		STUDENT RESTROOM (MALE)	120	3,120	60	0	4,118
	816		STUDENT RESTROOM (FEMALE)	120	3,120	60	0	4,118
3	11	04 - 08	INTERMEDIATE/MIDDLE SKILLS LAB (4-8)	858	2,574	22	66	3,397
	808		MATERIAL STORAGE	100	300	0	0	396
	815		STUDENT RESTROOM (MALE)	120	360	60	0	475
	816		STUDENT RESTROOM (FEMALE)	120	360	60	0	475
3	20	04 - 08	INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8)	814	2,442	22	66	3,223
	808		MATERIAL STORAGE	100	300	0	0	396
	812		PROJECT STORAGE	150	450	0	0	594
3	21	04 - 08	INTERMEDIATE/MIDDLE SCIENCE LAB (4-8)	1,122	3,366	22	66	4,443
	808		MATERIAL STORAGE	100	300	0	0	396
	812		PROJECT STORAGE	150	450	0	0	594
5	40	PK - 12	RESOURCE ROOM	290	1,450	10	0	1,914
	808		MATERIAL STORAGE	100	500	0	0	660
2	51	04 - 08	ART - MIDDLE	1,260	2,520	30	60	3,326
	803		INSTRUCTIONAL DARKROOM	100	200	0	0	264
	805		KILN	60	120	0	0	158
	808		MATERIAL STORAGE	100	200	0	0	264
	812		PROJECT STORAGE	150	300	0	0	396

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
3	61	PK - 12	E S E PART-TIME	975	2,925	15	45	3,861
	808		MATERIAL STORAGE	100	300	0	0	396
	813		STUDENT STORAGE	40	120	0	0	158
	815		STUDENT RESTROOM (MALE)	120	360	60	0	475
	816		STUDENT RESTROOM (FEMALE)	120	360	60	0	475
3	62	PK - 12	E S E FULL-TIME	950	2,850	10	30	3,762
	808		MATERIAL STORAGE	100	300	0	0	396
	813		STUDENT STORAGE	40	120	0	0	158
	815		STUDENT RESTROOM (MALE)	120	360	60	0	475
	816		STUDENT RESTROOM (FEMALE)	120	360	60	0	475
	817		STUDENT RESTROOM & BATH	110	330	0	0	435
2	63	PK - 12	E S E VOCATIONAL	1,140	2,280	12	24	3,009
	808		MATERIAL STORAGE	100	200	0	0	264
	815		STUDENT RESTROOM (MALE)	120	240	60	0	316
	816		STUDENT RESTROOM (FEMALE)	120	240	60	0	316
4	65	PK - 12	E S E RESOURCE	380	1,520	4	0	2,006
	808		MATERIAL STORAGE	100	400	0	0	528
	813		STUDENT STORAGE	40	160	0	0	211
3	66	PK - 12	E S E SUPPLEMENTARY INSTRUCTION	50	150	2	0	198
	808		MATERIAL STORAGE	100	300	0	0	396
3	70	PK - 12	E S E ITINERANT	200	600	4	0	792
	808		MATERIAL STORAGE	100	300	0	0	396
1	75	06 - 12	VOCAL MUSIC CLASS (MIDDLE-SR HIGH)	1,425	1,425	25	25	1,881
	806		REFERENCE	100	100	0	0	132
	808		MATERIAL STORAGE	100	100	0	0	132
	830		MUSIC ENSEMBLE	300	300	0	0	396

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	831		MUSIC PRACTICE ROOM	70	70	0	0	92
	833		ROBE STORAGE	150	150	0	0	198
	836		SHEET MUSIC STORAGE	150	150	0	0	198
	837		MUSIC EQUIPMENT STORAGE	400	400	0	0	528
1	76	06 - 12	BAND CLASS (MIDDLE-SR HIGH)	2,000	2,000	45	45	2,640
	806		REFERENCE	100	100	0	0	132
	808		MATERIAL STORAGE	100	100	0	0	132
	830		MUSIC ENSEMBLE	300	300	0	0	396
	831		MUSIC PRACTICE ROOM	70	70	0	0	92
	832		INSTRUMENT STORAGE	600	600	0	0	792
	834		UNIFORM STORAGE	300	300	0	0	396
	835		MUSIC STUDIO	180	180	0	0	237
	836		SHEET MUSIC STORAGE	150	150	0	0	198
	837		MUSIC EQUIPMENT STORAGE	400	400	0	0	528
1	77	06 - 12	ORCHESTRA CLASS (MIDDLE-SR HIGH)	1,425	1,425	25	25	1,881
	806		REFERENCE	100	100	0	0	132
	808		MATERIAL STORAGE	100	100	0	0	132
	830		MUSIC ENSEMBLE	300	300	0	0	396
	831		MUSIC PRACTICE ROOM	70	70	0	0	92
	832		INSTRUMENT STORAGE	600	600	0	0	792
	836		SHEET MUSIC STORAGE	150	150	0	0	198
	837		MUSIC EQUIPMENT STORAGE	400	400	0	0	528
1	78	06 - 12	GENERAL MUSIC CLASS (MIDDLE-SR HIGH)	925	925	25	25	1,221
	808		MATERIAL STORAGE	100	100	0	0	132
	832		INSTRUMENT STORAGE	600	600	0	0	792
1	81	06 - 12	RECORDING ROOM	225	225	5	0	297

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	82	06 - 12	INSTRUMENT REPAIR	0	0	0	0	0
1	90	06 - 12	P E DRESSING ROOM (MALE)	720	720	60	0	950
1	91	06 - 12	P E DRESSING ROOM (FEMALE)	720	720	60	0	950
1	92	06 - 12	P E LOCKER ROOM (MALE)	120	120	60	0	158
1	93	06 - 12	P E LOCKER ROOM (FEMALE)	120	120	60	0	158
1	94	06 - 12	P E SHOWER (MALE)	120	120	60	0	158
1	95	06 - 12	P E SHOWER (FEMALE)	120	120	60	0	158
1	96	06 - 12	P E DRYING AREA (MALE)	120	120	60	0	158
1	97	06 - 12	P E DRYING AREA (FEMALE)	120	120	60	0	158
1	98	06 - 12	P E STORAGE (MIDDLE-SR HIGH)	540	540	60	0	712
1	99	06 - 12	P E TEACHERS SHOWER (MALE)	22	22	1	0	29
1	100	06 - 12	P E TEACHERS SHOWER (FEMALE)	22	22	1	0	29
1	110	06 - 12	P E MULTIPURPOSE ROOM (MIDDLE-SR HIGH)	1,050	1,050	1	0	1,386
1	111	06 - 09	JR HIGH GYMNASIUM	5,800	5,800	120	120	7,656
1	113	06 - 12	GYMNASIUM SEATING	3,840	3,840	120	0	5,068
1	114	06 - 12	P E LAUNDRY	120	120	60	0	158
1	115	06 - 12	P E FIRST AID	120	120	60	0	158
1	116	06 - 12	P E TRAINING ROOM	250	250	1	0	330
1	117	06 - 12	P E WEIGHT ROOM	1,000	1,000	1	0	1,320
1	120	06 - 12	GYMNASIUM STORAGE	180	180	60	0	237
1	200	06 - 09	AGRICULTURE EXPLORATION LAB	880	880	22	22	1,161
	808		MATERIAL STORAGE	100	100	0	0	132
	812		PROJECT STORAGE	150	150	0	0	198
	840		VOCATIONAL RELATED CLASSROOM	680	680	20	0	897
	841		GREENHOUSE	800	800	0	0	1,056
1	210	06 - 09	BUSINESS EXPLORATION LAB	1,210	1,210	22	22	1,597

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	808		MATERIAL STORAGE	100	100	0	0	132
1	220	06 - 09	DISTRIBUTIVE EXPLORATION LAB	880	880	22	22	1,161
	808		MATERIAL STORAGE	100	100	0	0	132
1	230	06 - 09	HOME ECONOMICS EXPLORATION LAB	1,540	1,540	22	22	2,032
	808		MATERIAL STORAGE	100	100	0	0	132
	812		PROJECT STORAGE	150	150	0	0	198
	842		KITCHEN (HOME ECONOMICS)	125	125	0	0	165
	843		LAUNDRY (HOME ECONOMICS)	50	50	0	0	66
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	800	0	0	1,056
1	240	06 - 09	TECHNOLOGY/INDUSTRY EXPLORATION LAB	2,090	2,090	22	22	2,758
	808		MATERIAL STORAGE	100	100	0	0	132
	849		VOCATIONAL PROJECT STORAGE	310	310	0	0	409
	851		VOCATIONAL TOOL STORAGE (LARGE)	310	310	0	0	409
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	800	0	0	1,056
1	250	06 - 09	HEALTH EXPLORATION LAB	1,012	1,012	22	22	1,335
	808		MATERIAL STORAGE	100	100	0	0	132
1	260	06 - 09	PUBLIC SERVICE EXPLORATION LAB	1,012	1,012	22	22	1,335
	808		MATERIAL STORAGE	100	100	0	0	132
	810		MATERIAL STORAGE (LARGE)	395	395	0	0	521
1	300	PK - VE	PRINCIPAL/DIRECTOR OFFICE	250	250	0	0	330
4	301	PK - VE	ASSISTANT PRINCIPAL/OTHER OFFICE	175	700	0	0	924
1	302	PK - VE	BOOKKEEPING OFFICE	125	125	0	0	165
3	303	PK - VE	SECRETARIAL SPACE	158	474	0	0	625
1	304	PK - VE	RECEPTION AREA	1,020	1,020	60	0	1,346
1	305	PK - VE	PRODUCTION WORKROOM	480	480	60	0	633
1	306	PK - VE	CONFERENCE ROOM	840	840	60	0	1,108

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	307	PK - VE	CLINIC	360	360	60	0	475
1	308	PK - VE	GENERAL SCHOOL STORAGE	600	600	60	0	792
1	309	PK - VE	VAULT/STUDENT RECORDS	360	360	60	0	475
1	310	PK - VE	SCHOOL STORE	120	120	60	0	158
1	311	PK - VE	STUDENT ACTIVITIES	600	600	60	0	792
1	312	PK - VE	COMPUTER AREA	180	180	60	0	237
1	313	PK - VE	CAREERS ROOM	360	360	60	0	475
3	314	PK - VE	ITINERANT OFFICE	125	375	0	0	495
1	315	PK - VE	TEACHER PLANNING OFFICE	2,400	2,400	120	0	3,168
1	316	PK - VE	TEACHER LOUNGE/DINING	480	480	120	0	633
1	330	PK - VE	CUSTODIAL RECEIVING	1,800	1,800	120	0	2,376
1	333	PK - VE	FLAMMABLE STORAGE	155	155	0	0	204
1	334	PK - VE	CUSTODIAL EQUIPMENT STORAGE	500	500	0	0	660
1	340	PK - VE	DINING AREA	4,800	4,800	120	0	6,336
1	341	PK - VE	KITCHEN & SERVING AREA	5,280	5,280	120	0	6,969
1	349	PK - VE	KITCHEN CHAIR STORAGE	240	240	60	0	316
1	351	06 - 12	MIDDLE/SR HIGH COVERED PATIO	4,320	4,320	120	0	5,702
1	361	PK - VE	MULTIPURPOSE ROOM (DINING)	3,720	3,720	120	0	4,910
1	362	PK - VE	MULTIPURPOSE ROOM CHAIR STORAGE	240	240	120	0	316
1	363	PK - VE	STAGE	990	990	1	0	1,306
1	364	PK - VE	STAGE STORAGE	600	600	120	0	792
1	365	PK - VE	STAGE DRESSING ROOM (MALE)	300	300	60	0	396
1	366	PK - VE	STAGE DRESSING ROOM (FEMALE)	300	300	60	0	396
1	367	PK - VE	CONTROL BOOTH/PROJECTION ROOM	100	100	1	0	132
1	368	PK - VE	TEXTBOOK STORAGE	420	420	60	0	554
1	369	06 - VE	STUDENT PERSONAL STORAGE	600	600	120	0	792

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
2	370	06 - VE	LOBBY	600	1,200	60	0	1,584
2	371	06 - VE	CONCESSIONS	200	400	1	0	528
2	372	06 - VE	TICKET BOOTH	30	60	1	0	79
1	380	PK - VE	LIBRARY (READING ROOM/STACKS)	4,440	4,440	120	0	5,860
1	381	PK - VE	MEDIA TECHNICAL PROCESSING	480	480	120	0	633
1	382	PK - VE	PROFESSIONAL LIBRARY	480	480	120	0	633
1	383	PK - VE	AUDIO VISUAL STORAGE	720	720	120	0	950
1	384	PK - VE	PERIODICAL STORAGE	240	240	120	0	316
1	385	PK - VE	CLOSED CIRCUIT TV LAB	840	840	120	0	1,108
1	386	PK - VE	CLOSED CIRCUIT STORAGE	600	600	120	0	792
1	387	PK - VE	MEDIA PRODUCTION LAB	600	600	120	0	792
1	388	PK - VE	MEDIA COPYING ROOM	240	240	120	0	316
1	389	PK - VE	MEDIA SMALL GROUP ROOM	120	120	60	0	158
1	390	PK - VE	MEDIA GROUP PROJECTS/INSTRUCTION	600	600	120	0	792
1	391	PK - VE	MEDIA MAINTENANCE/REPAIR	120	120	60	0	158
1	704	06 - 12	SUSPENSION/DETENTION	600	600	20	20	792
	808		MATERIAL STORAGE	100	100	0	0	132
	815		STUDENT RESTROOM (MALE)	120	120	60	0	158
	816		STUDENT RESTROOM (FEMALE)	120	120	60	0	158
26	815	06 - 12	STUDENT RESTROOM (MALE)	120	3,120	60	0	4,118
26	816	06 - 12	STUDENT RESTROOM (FEMALE)	120	3,120	60	0	4,118

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Level:	SENIOR HIGH (09 - 12)	Gross Sq. Feet:	482,602
Target Number of Stations:	3,066	Utilization:	1.000
Total Stations:	3,066	Acres Required:	41
Total Capacity:	2,912		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
42	3	09 - 12	SENIOR HIGH CLASSROOM (9-12)	800	33,600	25	1,050	45,024
	808		MATERIAL STORAGE	100	4,200	0	0	5,628
10	12	09 - 12	SENIOR HIGH SKILLS LAB (9-12)	800	8,000	25	250	10,720
	808		MATERIAL STORAGE	100	1,000	0	0	1,340
10	22	09 - 12	SENIOR HIGH SCIENCE DEMO (9-12)	925	9,250	25	250	12,395
	808		MATERIAL STORAGE	100	1,000	0	0	1,340
	812		PROJECT STORAGE	150	1,500	0	0	2,010
14	23	09 - 12	SENIOR HIGH SCIENCE LAB (9-12)	1,275	17,850	25	350	23,919
	808		MATERIAL STORAGE	100	1,400	0	0	1,876
	812		PROJECT STORAGE	150	2,100	0	0	2,814
12	40	PK - 12	RESOURCE ROOM	290	3,480	10	0	4,663
	808		MATERIAL STORAGE	100	1,200	0	0	1,608
4	52	09 - 12	ART - SENIOR HIGH	1,590	6,360	30	120	8,522
	803		INSTRUCTIONAL DARKROOM	100	400	0	0	536
	805		KILN	60	240	0	0	321
	808		MATERIAL STORAGE	100	400	0	0	536
	812		PROJECT STORAGE	150	600	0	0	804
6	61	PK - 12	E S E PART-TIME	975	5,850	15	90	7,839
	808		MATERIAL STORAGE	100	600	0	0	804
	813		STUDENT STORAGE	40	240	0	0	321
	815		STUDENT RESTROOM (MALE)	35	210	0	0	281
	816		STUDENT RESTROOM (FEMALE)	35	210	0	0	281

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
6	62	PK - 12	E S E FULL-TIME	950	5,700	10	60	7,638
	808		MATERIAL STORAGE	100	600	0	0	804
	813		STUDENT STORAGE	40	240	0	0	321
	815		STUDENT RESTROOM (MALE)	35	210	0	0	281
	816		STUDENT RESTROOM (FEMALE)	35	210	0	0	281
	817		STUDENT RESTROOM & BATH	110	660	0	0	884
3	63	PK - 12	E S E VOCATIONAL	1,140	3,420	12	36	4,582
	808		MATERIAL STORAGE	100	300	0	0	402
	815		STUDENT RESTROOM (MALE)	35	105	0	0	140
	816		STUDENT RESTROOM (FEMALE)	35	105	0	0	140
1	64	PK - 12	E S E PT/OT LAB	475	475	5	0	636
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
	817		STUDENT RESTROOM & BATH	110	110	0	0	147
8	65	PK - 12	E S E RESOURCE	380	3,040	4	0	4,073
	808		MATERIAL STORAGE	100	800	0	0	1,072
	813		STUDENT STORAGE	40	320	0	0	428
6	66	PK - 12	E S E SUPPLEMENTARY INSTRUCTION	100	600	2	0	804
	808		MATERIAL STORAGE	100	600	0	0	804
4	68	PK - 12	E S E TIME-OUT ROOM	40	160	0	0	214
6	70	PK - 12	E S E ITINERANT	200	1,200	4	0	1,608
	808		MATERIAL STORAGE	100	600	0	0	804
2	75	06 - 12	VOCAL MUSIC CLASS (MIDDLE-SR HIGH)	1,425	2,850	25	50	3,819
	806		REFERENCE	100	200	0	0	268
	808		MATERIAL STORAGE	100	200	0	0	268
	830		MUSIC ENSEMBLE	300	600	0	0	804

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	831		MUSIC PRACTICE ROOM	70	140	0	0	187
	833		ROBE STORAGE	150	300	0	0	402
	836		SHEET MUSIC STORAGE	150	300	0	0	402
	837		MUSIC EQUIPMENT STORAGE	400	800	0	0	1,072
1	76	06 - 12	BAND CLASS (MIDDLE-SR HIGH)	2,000	2,000	50	50	2,680
	806		REFERENCE	100	100	0	0	134
	808		MATERIAL STORAGE	100	100	0	0	134
	830		MUSIC ENSEMBLE	300	300	0	0	402
	831		MUSIC PRACTICE ROOM	70	70	0	0	93
	832		INSTRUMENT STORAGE	600	600	0	0	804
	834		UNIFORM STORAGE	300	300	0	0	402
	835		MUSIC STUDIO	180	180	0	0	241
	836		SHEET MUSIC STORAGE	150	150	0	0	201
	837		MUSIC EQUIPMENT STORAGE	400	400	0	0	536
1	77	06 - 12	ORCHESTRA CLASS (MIDDLE-SR HIGH)	1,425	1,425	25	25	1,909
	806		REFERENCE	100	100	0	0	134
	808		MATERIAL STORAGE	100	100	0	0	134
	830		MUSIC ENSEMBLE	300	300	0	0	402
	831		MUSIC PRACTICE ROOM	70	70	0	0	93
	832		INSTRUMENT STORAGE	600	600	0	0	804
	836		SHEET MUSIC STORAGE	150	150	0	0	201
	837		MUSIC EQUIPMENT STORAGE	400	400	0	0	536
1	78	06 - 12	GENERAL MUSIC CLASS (MIDDLE-SR HIGH)	925	925	25	25	1,239
	808		MATERIAL STORAGE	100	100	0	0	134
	832		INSTRUMENT STORAGE	600	600	0	0	804
1	79	06 - 12	GUITAR LAB (MIDDLE-SR HIGH)	925	925	25	25	1,239

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	808		MATERIAL STORAGE	100	100	0	0	134
	832		INSTRUMENT STORAGE	600	600	0	0	804
2	80	06 - 12	PIANO LAB (MIDDLE-SR HIGH)	925	1,850	25	50	2,479
	808		MATERIAL STORAGE	100	200	0	0	268
7	81	06 - 12	RECORDING ROOM	225	1,575	5	0	2,110
2	82	06 - 12	INSTRUMENT REPAIR	0	0	0	0	0
1	90	06 - 12	P E DRESSING ROOM (MALE)	1,740	1,740	145	0	2,331
1	91	06 - 12	P E DRESSING ROOM (FEMALE)	1,740	1,740	145	0	2,331
2	92	06 - 12	P E LOCKER ROOM (MALE)	290	580	145	0	777
2	93	06 - 12	P E LOCKER ROOM (FEMALE)	290	580	145	0	777
2	94	06 - 12	P E SHOWER (MALE)	290	580	145	0	777
2	95	06 - 12	P E SHOWER (FEMALE)	290	580	145	0	777
1	96	06 - 12	P E DRYING AREA (MALE)	290	290	145	0	388
1	97	06 - 12	P E DRYING AREA (FEMALE)	290	290	145	0	388
1	98	06 - 12	P E STORAGE (MIDDLE-SR HIGH)	1,305	1,305	145	0	1,748
1	99	06 - 12	P E TEACHERS SHOWER (MALE)	22	22	1	0	29
1	100	06 - 12	P E TEACHERS SHOWER (FEMALE)	22	22	1	0	29
1	110	06 - 12	P E MULTIPURPOSE ROOM (MIDDLE-SR HIGH)	1,050	1,050	1	0	1,407
1	112	09 - 12	SR HIGH GYMNASIUM	6,500	6,500	70	70	8,710
1	113	06 - 12	GYMNASIUM SEATING	9,312	9,312	291	0	12,478
2	114	06 - 12	P E LAUNDRY	290	580	145	0	777
2	115	06 - 12	P E FIRST AID	290	580	145	0	777
2	116	06 - 12	P E TRAINING ROOM	250	500	1	0	670
1	117	06 - 12	P E WEIGHT ROOM	1,000	1,000	1	0	1,340
1	118	06 - 12	P E WRESTLING ROOM	1,680	1,680	1	0	2,251
1	119	06 - 12	P E GYMNASTICS & DANCE	1,050	1,050	1	0	1,407

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	120	06 - 12	GYMNASIUM STORAGE	435	435	145	0	582
1	202	09 - VE	SMALL AGRICULTURE LAB	1,100	1,100	20	20	1,474
	806		REFERENCE	100	100	0	0	134
	810		MATERIAL STORAGE (LARGE)	395	395	0	0	529
	818		LOCKERS/RESTROOM/SHOWER (ESE/VOC ED)	225	225	0	0	301
	840		VOCATIONAL RELATED CLASSROOM	680	680	20	0	911
	841		GREENHOUSE	800	800	0	0	1,072
	847		VOCATIONAL FLAMMABLE STORAGE	125	125	0	0	167
	848		VOCATIONAL MACHINERY STORAGE	1,100	1,100	0	0	1,474
	850		VOCATIONAL TOOL STORAGE (SMALL)	195	195	0	0	261
2	211	09 - 12	PRACTICAL BUSINESS LAB	1,550	3,100	25	50	4,154
	808		MATERIAL STORAGE	100	200	0	0	268
5	212	09 - VE	BUSINESS EDUCATION LAB	1,460	7,300	20	100	9,782
	808		MATERIAL STORAGE	100	500	0	0	670
1	232	09 - VE	SMALL HOME ECONOMICS LAB	1,100	1,100	20	20	1,474
	812		PROJECT STORAGE	150	150	0	0	201
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	800	0	0	1,072
1	233	09 - VE	MEDIUM HOME ECONOMICS LAB	1,380	1,380	20	20	1,849
	808		MATERIAL STORAGE	100	100	0	0	134
	842		KITCHEN (HOME ECONOMICS)	125	125	0	0	167
	843		LAUNDRY (HOME ECONOMICS)	50	50	0	0	67
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	800	0	0	1,072
4	241	09 - 12	SMALL TECHNOLOGY LAB	1,625	6,500	25	100	8,710
	808		MATERIAL STORAGE	100	400	0	0	536
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	3,200	0	0	4,288
1	242	09 - 12	MEDIUM TECHNOLOGY LAB	2,375	2,375	25	25	3,182

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	810		MATERIAL STORAGE (LARGE)	395	395	0	0	529
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	800	0	0	1,072
5	245	09 - VE	MEDIUM INDUSTRIAL LAB	1,800	9,000	20	100	12,060
	808		MATERIAL STORAGE	100	500	0	0	670
	810		MATERIAL STORAGE (LARGE)	395	1,975	0	0	2,646
	840		VOCATIONAL RELATED CLASSROOM	680	3,400	20	0	4,556
	849		VOCATIONAL PROJECT STORAGE	310	1,550	0	0	2,077
	850		VOCATIONAL TOOL STORAGE (SMALL)	195	975	0	0	1,306
2	246	09 - VE	LARGE INDUSTRIAL LAB	4,000	8,000	20	40	10,720
	808		MATERIAL STORAGE	100	200	0	0	268
	810		MATERIAL STORAGE (LARGE)	395	790	0	0	1,058
	840		VOCATIONAL RELATED CLASSROOM	680	1,360	20	0	1,822
	847		VOCATIONAL FLAMMABLE STORAGE	125	250	0	0	335
	849		VOCATIONAL PROJECT STORAGE	310	620	0	0	830
	850		VOCATIONAL TOOL STORAGE (SMALL)	195	390	0	0	522
1	253	09 - VE	MEDIUM HEALTH LAB	2,200	2,200	20	20	2,948
	804		DISPENSARY	135	135	0	0	180
	806		REFERENCE	100	100	0	0	134
	808		MATERIAL STORAGE	100	100	0	0	134
	810		MATERIAL STORAGE (LARGE)	395	395	0	0	529
	812		PROJECT STORAGE	150	150	0	0	201
	840		VOCATIONAL RELATED CLASSROOM	680	680	20	0	911
	849		VOCATIONAL PROJECT STORAGE	310	310	0	0	415
1	270	09 - VE	WORK EVALUATION LAB	1,110	1,110	15	0	1,487
	810		MATERIAL STORAGE (LARGE)	395	395	0	0	529
	853		VOCATIONAL TESTING	250	250	0	0	335

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1	271	09 - VE	VPI LAB	705	705	15	0	944
	802		INSTRUCTIONAL CONFERENCE ROOM	225	225	0	0	301
	808		MATERIAL STORAGE	100	100	0	0	134
	840		VOCATIONAL RELATED CLASSROOM	680	680	20	0	911
	846		RECEPTION (VOC ED INSTRUCTION)	90	90	0	0	120
	853		VOCATIONAL TESTING	250	250	0	0	335
1	300	PK - VE	PRINCIPAL/DIRECTOR OFFICE	250	250	0	0	335
14	301	PK - VE	ASSISTANT PRINCIPAL/OTHER OFFICE	175	2,450	0	0	3,283
4	302	PK - VE	BOOKKEEPING OFFICE	125	500	0	0	670
4	303	PK - VE	SECRETARIAL SPACE	158	632	0	0	846
1	304	PK - VE	RECEPTION AREA	2,465	2,465	145	0	3,303
2	305	PK - VE	PRODUCTION WORKROOM	1,160	2,320	145	0	3,108
1	306	PK - VE	CONFERENCE ROOM	2,030	2,030	145	0	2,720
1	307	PK - VE	CLINIC	870	870	145	0	1,165
1	308	PK - VE	GENERAL SCHOOL STORAGE	1,450	1,450	145	0	1,943
2	309	PK - VE	VAULT/STUDENT RECORDS	870	1,740	145	0	2,331
1	310	PK - VE	SCHOOL STORE	290	290	145	0	388
1	311	PK - VE	STUDENT ACTIVITIES	1,450	1,450	145	0	1,943
1	312	PK - VE	COMPUTER AREA	435	435	145	0	582
1	313	PK - VE	CAREERS ROOM	870	870	145	0	1,165
7	314	PK - VE	ITINERANT OFFICE	125	875	0	0	1,172
1	315	PK - VE	TEACHER PLANNING OFFICE	5,820	5,820	291	0	7,798
1	316	PK - VE	TEACHER LOUNGE/DINING	1,164	1,164	291	0	1,559
1	330	PK - VE	CUSTODIAL RECEIVING	4,365	4,365	291	0	5,849
1	333	PK - VE	FLAMMABLE STORAGE	155	155	0	0	207
1	334	PK - VE	CUSTODIAL EQUIPMENT STORAGE	500	500	0	0	670

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	340	PK - VE	DINING AREA	11,640	11,640	291	0	15,597
1	341	PK - VE	KITCHEN & SERVING AREA	12,804	12,804	291	0	17,157
1	349	PK - VE	KITCHEN CHAIR STORAGE	580	580	145	0	777
1	351	06 - 12	MIDDLE/SR HIGH COVERED PATIO	10,476	10,476	291	0	14,037
1	360	06 - VE	AUDITORIUM	8,730	8,730	291	0	11,698
1	363	PK - VE	STAGE	990	990	1	0	1,326
1	364	PK - VE	STAGE STORAGE	1,455	1,455	291	0	1,949
1	365	PK - VE	STAGE DRESSING ROOM (MALE)	725	725	145	0	971
1	366	PK - VE	STAGE DRESSING ROOM (FEMALE)	725	725	145	0	971
1	367	PK - VE	CONTROL BOOTH/PROJECTION ROOM	100	100	1	0	134
1	368	PK - VE	TEXTBOOK STORAGE	1,015	1,015	145	0	1,360
1	369	06 - VE	STUDENT PERSONAL STORAGE	1,455	1,455	291	0	1,949
2	370	06 - VE	LOBBY	1,450	2,900	145	0	3,886
3	371	06 - VE	CONCESSIONS	200	600	1	0	804
3	372	06 - VE	TICKET BOOTH	30	90	1	0	120
1	380	PK - VE	LIBRARY (READING ROOM/STACKS)	10,767	10,767	291	0	14,427
1	381	PK - VE	MEDIA TECHNICAL PROCESSING	1,164	1,164	291	0	1,559
1	382	PK - VE	PROFESSIONAL LIBRARY	1,164	1,164	291	0	1,559
1	383	PK - VE	AUDIO VISUAL STORAGE	1,746	1,746	291	0	2,339
1	384	PK - VE	PERIODICAL STORAGE	582	582	291	0	779
1	385	PK - VE	CLOSED CIRCUIT TV LAB	2,037	2,037	291	0	2,729
1	386	PK - VE	CLOSED CIRCUIT STORAGE	1,455	1,455	291	0	1,949
1	387	PK - VE	MEDIA PRODUCTION LAB	1,455	1,455	291	0	1,949
1	388	PK - VE	MEDIA COPYING ROOM	582	582	291	0	779
1	389	PK - VE	MEDIA SMALL GROUP ROOM	290	290	145	0	388
1	390	PK - VE	MEDIA GROUP PROJECTS/INSTRUCTION	1,455	1,455	291	0	1,949

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1	391	PK - VE	MEDIA MAINTENANCE/REPAIR	290	290	145	0	388
1	704	06 - 12	SUSPENSION/DETENTION	600	600	20	20	804
	808		MATERIAL STORAGE	100	100	0	0	134
	815		STUDENT RESTROOM (MALE)	35	35	0	0	46
	816		STUDENT RESTROOM (FEMALE)	35	35	0	0	46
2	708	09 - 12	JROTC	1,050	2,100	25	50	2,814
	800		ARMS ROOM	150	300	0	0	402
	801		FIRING RANGE (INDOOR)	2,400	4,800	0	0	6,432
	802		INSTRUCTIONAL CONFERENCE ROOM	225	450	0	0	603
	808		MATERIAL STORAGE	100	200	0	0	268
6	815	06 - 12	STUDENT RESTROOM (MALE)	290	1,740	145	0	2,331
6	816	06 - 12	STUDENT RESTROOM (FEMALE)	290	1,740	145	0	2,331

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

Level:	ALTERNATIVE EDUCATION (06 - 12)	Gross Sq. Feet:	35,099
Target Number of Stations:	309	Utilization:	1.000
Total Stations:	309	Acres Required:	8
Total Capacity:	309		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
4	2	04 - 08	INTERMEDIATE/MIDDLE CLASSROOM (4-8)	858	3,432	22	88	4,598
	808		MATERIAL STORAGE	100	400	0	0	536
	811		OUTSIDE STORAGE	50	200	0	0	268
	815		STUDENT RESTROOM (MALE)	30	120	15	0	160
	816		STUDENT RESTROOM (FEMALE)	30	120	15	0	160
1	11	04 - 08	INTERMEDIATE/MIDDLE SKILLS LAB (4-8)	858	858	22	22	1,149
	808		MATERIAL STORAGE	100	100	0	0	134
	815		STUDENT RESTROOM (MALE)	30	30	15	0	40
	816		STUDENT RESTROOM (FEMALE)	30	30	15	0	40
2	12	09 - 12	SENIOR HIGH SKILLS LAB (9-12)	800	1,600	25	50	2,144
	808		MATERIAL STORAGE	100	200	0	0	268
1	20	04 - 08	INTERMEDIATE/MIDDLE SCIENCE DEMO (4-8)	814	814	22	22	1,090
	808		MATERIAL STORAGE	100	100	0	0	134
	812		PROJECT STORAGE	150	150	0	0	201
1	22	09 - 12	SENIOR HIGH SCIENCE DEMO (9-12)	925	925	25	25	1,239
	808		MATERIAL STORAGE	100	100	0	0	134
	812		PROJECT STORAGE	150	150	0	0	201
2	40	PK - 12	RESOURCE ROOM	290	580	10	0	777
	808		MATERIAL STORAGE	100	200	0	0	268
1	61	PK - 12	E S E PART-TIME	975	975	15	15	1,306
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

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31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	815		STUDENT RESTROOM (MALE)	30	30	15	0	40
	816		STUDENT RESTROOM (FEMALE)	30	30	15	0	40
1	62	PK - 12	E S E FULL-TIME	950	950	10	10	1,273
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
	815		STUDENT RESTROOM (MALE)	30	30	15	0	40
	816		STUDENT RESTROOM (FEMALE)	30	30	15	0	40
	817		STUDENT RESTROOM & BATH	110	110	0	0	147
1	63	PK - 12	E S E VOCATIONAL	1,140	1,140	12	12	1,527
	808		MATERIAL STORAGE	100	100	0	0	134
	815		STUDENT RESTROOM (MALE)	30	30	15	0	40
	816		STUDENT RESTROOM (FEMALE)	30	30	15	0	40
1	65	PK - 12	E S E RESOURCE	380	380	4	0	509
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
1	66	PK - 12	E S E SUPPLEMENTARY INSTRUCTION	50	50	2	0	67
	808		MATERIAL STORAGE	100	100	0	0	134
3	70	PK - 12	E S E ITINERANT	200	600	4	0	804
	808		MATERIAL STORAGE	100	300	0	0	402
1	110	06 - 12	P E MULTIPURPOSE ROOM (MIDDLE-SR HIGH)	1,050	1,050	1	0	1,407
1	120	06 - 12	GYMNASIUM STORAGE	45	45	15	0	60
1	231	09 - 12	PRACTICAL HOME ECONOMICS LAB	1,600	1,600	25	25	2,144
	808		MATERIAL STORAGE	100	100	0	0	134
	843		LAUNDRY (HOME ECONOMICS)	50	50	0	0	67
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	800	0	0	1,072
1	233	09 - VE	MEDIUM HOME ECONOMICS LAB	1,380	1,380	20	20	1,849

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

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Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	808		MATERIAL STORAGE	100	100	0	0	134
	842		KITCHEN (HOME ECONOMICS)	125	125	0	0	167
	843		LAUNDRY (HOME ECONOMICS)	50	50	0	0	67
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	800	0	0	1,072
1	270	09 - VE	WORK EVALUATION LAB	1,110	1,110	15	0	1,487
	810		MATERIAL STORAGE (LARGE)	395	395	0	0	529
	853		VOCATIONAL TESTING	250	250	0	0	335
1	271	09 - VE	VPI LAB	705	705	15	0	944
	802		INSTRUCTIONAL CONFERENCE ROOM	225	225	0	0	301
	808		MATERIAL STORAGE	100	100	0	0	134
	840		VOCATIONAL RELATED CLASSROOM	680	680	20	0	911
	846		RECEPTION (VOC ED INSTRUCTION)	90	90	0	0	120
	853		VOCATIONAL TESTING	250	250	0	0	335
1	314	PK - VE	ITINERANT OFFICE	125	125	0	0	167
1	704	06 - 12	SUSPENSION/DETENTION	600	600	20	20	804
	808		MATERIAL STORAGE	100	100	0	0	134
	815		STUDENT RESTROOM (MALE)	30	30	15	0	40
	816		STUDENT RESTROOM (FEMALE)	30	30	15	0	40

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

Level:	EXCEPTIONAL STUDENT (PK - 12)	Gross Sq. Feet:	26,571
Target Number of Stations:	65	Utilization:	1.000
Total Stations:	65	Acres Required:	7
Total Capacity:	65		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	50	PK - 05	ART - ELEMENTARY	1,000	1,000	22	0	1,340
	808		MATERIAL STORAGE	100	100	0	0	134
	812		PROJECT STORAGE	150	150	0	0	201
1	55	PK - 05	MUSIC - ELEMENTARY	1,000	1,000	22	0	1,340
	806		REFERENCE	100	100	0	0	134
	808		MATERIAL STORAGE	100	100	0	0	134
	831		MUSIC PRACTICE ROOM	70	70	0	0	93
1	60	PK - PK	E S E PRE-K	475	475	5	5	636
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
	817		STUDENT RESTROOM & BATH	110	110	0	0	147
6	62	PK - 12	E S E FULL-TIME	950	5,700	10	60	7,638
	808		MATERIAL STORAGE	100	600	0	0	804
	813		STUDENT STORAGE	40	240	0	0	321
	815		STUDENT RESTROOM (MALE)	35	210	0	0	281
	816		STUDENT RESTROOM (FEMALE)	35	210	0	0	281
	817		STUDENT RESTROOM & BATH	110	660	0	0	884
2	64	PK - 12	E S E PT/OT LAB	475	950	5	0	1,273
	808		MATERIAL STORAGE	100	200	0	0	268
	813		STUDENT STORAGE	40	80	0	0	107
	817		STUDENT RESTROOM & BATH	110	220	0	0	294
3	65	PK - 12	E S E RESOURCE	380	1,140	4	0	1,527

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	808		MATERIAL STORAGE	100	300	0	0	402
	813		STUDENT STORAGE	40	120	0	0	160
4	66	PK - 12	E S E SUPPLEMENTARY INSTRUCTION	100	400	2	0	536
	808		MATERIAL STORAGE	100	400	0	0	536
2	67	PK - 12	E S E OBSERVATION BOOTH	150	300	0	0	402
2	68	PK - 12	E S E TIME-OUT ROOM	40	80	0	0	107
1	69	PK - 12	E S E AUDIOLOGY LAB	250	250	0	0	335
	808		MATERIAL STORAGE	100	100	0	0	134
4	70	PK - 12	E S E ITINERANT	200	800	4	0	1,072
	808		MATERIAL STORAGE	100	400	0	0	536
1	300	PK - VE	PRINCIPAL/DIRECTOR OFFICE	250	250	0	0	335
1	301	PK - VE	ASSISTANT PRINCIPAL/OTHER OFFICE	175	175	0	0	234
1	302	PK - VE	BOOKKEEPING OFFICE	125	125	0	0	167
1	303	PK - VE	SECRETARIAL SPACE	158	158	0	0	211
1	304	PK - VE	RECEPTION AREA	51	51	3	0	68
1	305	PK - VE	PRODUCTION WORKROOM	24	24	3	0	32
1	306	PK - VE	CONFERENCE ROOM	42	42	3	0	56
1	307	PK - VE	CLINIC	18	18	3	0	24
1	308	PK - VE	GENERAL SCHOOL STORAGE	30	30	3	0	40
1	309	PK - VE	VAULT/STUDENT RECORDS	18	18	3	0	24
1	310	PK - VE	SCHOOL STORE	6	6	3	0	8
1	311	PK - VE	STUDENT ACTIVITIES	30	30	3	0	40
1	312	PK - VE	COMPUTER AREA	9	9	3	0	12
2	314	PK - VE	ITINERANT OFFICE	125	250	0	0	335
1	315	PK - VE	TEACHER PLANNING OFFICE	120	120	6	0	160
1	316	PK - VE	TEACHER LOUNGE/DINING	24	24	6	0	32

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

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Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	330	PK - VE	CUSTODIAL RECEIVING	90	90	6	0	120
1	333	PK - VE	FLAMMABLE STORAGE	155	155	0	0	207
1	334	PK - VE	CUSTODIAL EQUIPMENT STORAGE	500	500	0	0	670
1	340	PK - VE	DINING AREA	240	240	6	0	321
1	341	PK - VE	KITCHEN & SERVING AREA	264	264	6	0	353
1	349	PK - VE	KITCHEN CHAIR STORAGE	12	12	3	0	16
1	351	06 - 12	MIDDLE/SR HIGH COVERED PATIO	216	216	6	0	289
1	368	PK - VE	TEXTBOOK STORAGE	21	21	3	0	28
1	369	06 - VE	STUDENT PERSONAL STORAGE	30	30	6	0	40
1	380	PK - VE	LIBRARY (READING ROOM/STACKS)	222	222	6	0	297
1	382	PK - VE	PROFESSIONAL LIBRARY	24	24	6	0	32
1	383	PK - VE	AUDIO VISUAL STORAGE	36	36	6	0	48
1	384	PK - VE	PERIODICAL STORAGE	12	12	6	0	16
1	387	PK - VE	MEDIA PRODUCTION LAB	30	30	6	0	40
1	388	PK - VE	MEDIA COPYING ROOM	12	12	6	0	16
1	389	PK - VE	MEDIA SMALL GROUP ROOM	6	6	3	0	8
1	390	PK - VE	MEDIA GROUP PROJECTS/INSTRUCTION	30	30	6	0	40
1	391	PK - VE	MEDIA MAINTENANCE/REPAIR	6	6	3	0	8

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

Level:	ADULT EDUCATION (AE - AE)	Gross Sq. Feet:	38,372
Target Number of Stations:	160	Utilization:	2.000
Total Stations:	160	Acres Required:	7
Total Capacity:	240		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
4	212	09 - VE	BUSINESS EDUCATION LAB	1,460	5,840	20	80	7,825
	808		MATERIAL STORAGE	100	400	0	0	536
2	233	09 - VE	MEDIUM HOME ECONOMICS LAB	1,380	2,760	20	40	3,698
	808		MATERIAL STORAGE	100	200	0	0	268
	842		KITCHEN (HOME ECONOMICS)	125	250	0	0	335
	843		LAUNDRY (HOME ECONOMICS)	50	100	0	0	134
	852		VOCATIONAL TECHNOLOGY RESOURCE CENTER	800	1,600	0	0	2,144
2	253	09 - VE	MEDIUM HEALTH LAB	2,200	4,400	20	40	5,896
	804		DISPENSARY	135	270	0	0	361
	806		REFERENCE	100	200	0	0	268
	808		MATERIAL STORAGE	100	200	0	0	268
	810		MATERIAL STORAGE (LARGE)	395	790	0	0	1,058
	812		PROJECT STORAGE	150	300	0	0	402
	840		VOCATIONAL RELATED CLASSROOM	680	1,360	20	0	1,822
	849		VOCATIONAL PROJECT STORAGE	310	620	0	0	830
1	270	09 - VE	WORK EVALUATION LAB	1,110	1,110	15	0	1,487
	810		MATERIAL STORAGE (LARGE)	395	395	0	0	529
	853		VOCATIONAL TESTING	250	250	0	0	335
1	271	09 - VE	VPI LAB	705	705	15	0	944
	802		INSTRUCTIONAL CONFERENCE ROOM	225	225	0	0	301
	808		MATERIAL STORAGE	100	100	0	0	134
	840		VOCATIONAL RELATED CLASSROOM	680	680	20	0	911

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	846		RECEPTION (VOC ED INSTRUCTION)	90	90	0	0	120
	853		VOCATIONAL TESTING	250	250	0	0	335
1	300	PK - VE	PRINCIPAL/DIRECTOR OFFICE	250	250	0	0	335
1	301	PK - VE	ASSISTANT PRINCIPAL/OTHER OFFICE	175	175	0	0	234
1	302	PK - VE	BOOKKEEPING OFFICE	125	125	0	0	167
1	303	PK - VE	SECRETARIAL SPACE	158	158	0	0	211
1	304	PK - VE	RECEPTION AREA	204	204	12	0	273
1	305	PK - VE	PRODUCTION WORKROOM	96	96	12	0	128
1	306	PK - VE	CONFERENCE ROOM	168	168	12	0	225
1	307	PK - VE	CLINIC	72	72	12	0	96
1	308	PK - VE	GENERAL SCHOOL STORAGE	120	120	12	0	160
1	309	PK - VE	VAULT/STUDENT RECORDS	72	72	12	0	96
1	310	PK - VE	SCHOOL STORE	24	24	12	0	32
1	312	PK - VE	COMPUTER AREA	36	36	12	0	48
1	313	PK - VE	CAREERS ROOM	72	72	12	0	96
1	314	PK - VE	ITINERANT OFFICE	125	125	0	0	167
1	315	PK - VE	TEACHER PLANNING OFFICE	480	480	24	0	643
1	330	PK - VE	CUSTODIAL RECEIVING	360	360	24	0	482
1	333	PK - VE	FLAMMABLE STORAGE	155	155	0	0	207
1	334	PK - VE	CUSTODIAL EQUIPMENT STORAGE	500	500	0	0	670
1	361	PK - VE	MULTIPURPOSE ROOM (DINING)	744	744	24	0	996
1	362	PK - VE	MULTIPURPOSE ROOM CHAIR STORAGE	48	48	24	0	64
1	368	PK - VE	TEXTBOOK STORAGE	84	84	12	0	112
1	380	PK - VE	LIBRARY (READING ROOM/STACKS)	888	888	24	0	1,189
1	381	PK - VE	MEDIA TECHNICAL PROCESSING	96	96	24	0	128
1	382	PK - VE	PROFESSIONAL LIBRARY	96	96	24	0	128

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

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Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	383	PK - VE	AUDIO VISUAL STORAGE	144	144	24	0	192
1	384	PK - VE	PERIODICAL STORAGE	48	48	24	0	64
1	388	PK - VE	MEDIA COPYING ROOM	48	48	24	0	64
1	389	PK - VE	MEDIA SMALL GROUP ROOM	24	24	12	0	32
1	390	PK - VE	MEDIA GROUP PROJECTS/INSTRUCTION	120	120	24	0	160
1	391	PK - VE	MEDIA MAINTENANCE/REPAIR	24	24	12	0	32

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

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31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

Level:	COUNTY ADMINISTRATION (CA - CA)	Gross Sq. Feet:	63,304
Target Number of Stations:	0	Utilization:	0.000
Total Stations:	0	Acres Required:	7
Total Capacity:	0		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	400	CA - DS	SUPERINTENDENTS OFFICE	0	0	0	0	0
2	401	CA - DS	ANCILLARY CONFERENCE ROOM	0	0	0	0	0
1	402	CA - DS	SUPERINTENDENTS SECRETARY	0	0	0	0	0
10	403	CA - DS	ANCILLARY SECRETARIAL/CLERICAL OFFICE	0	0	0	0	0
2	404	CA - DS	ANCILLARY RECEPTION AREA	0	0	0	0	0
2	405	CA - DS	VAULT	0	0	0	0	0
6	406	CA - DS	ASSISTANT SUPERINTENDENTS OFFICE	0	0	0	0	0
20	407	CA - DS	ANCILLARY ADMINISTRATIVE OFFICE	0	0	0	0	0
2	408	CA - DS	BUSINESS OPERATIONS WORK AREA	0	0	0	0	0
1	409	CA - DS	BUSINESS OPERATIONS STORAGE	0	0	0	0	0
6	410	CA - DS	SCHOOL PLANT PLANNING	0	0	0	0	0
6	411	CA - DS	WORD PROCESSING CENTER	0	0	0	0	0
2	412	CA - DS	PERSONNEL SERVICES	0	0	0	0	0
1	413	CA - DS	CENTRAL REPRODUCTION & COPY	0	0	0	0	0
1	414	CA - DS	CENTRAL ADMINISTRATIVE SUPPLY	0	0	0	0	0
1	415	CA - DS	MAIL ROOM	0	0	0	0	0
1	416	CA - DS	ANCILLARY CUSTODIAL SERVICES	0	0	0	0	0
1	417	CA - DS	CENTRAL SECURITY OFFICE	0	0	0	0	0
1	418	CA - DS	ANCILLARY ADMINISTRATIVE STORAGE	0	0	0	0	0
1	419	CA - DS	ANCILLARY FLAMMABLE STORAGE	0	0	0	0	0
1	420	CA - DS	SCHOOL BOARD MEETING ROOM	0	0	0	0	0
2	421	CA - DS	ANCILLARY STAFF LOUNGE	0	0	0	0	0

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Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	422	CA - DS	MAIN LOBBY & SWITCHBOARD	0	0	0	0	0
8	424	CA - DS	DIRECTORS OFFICE	0	0	0	0	0
8	425	CA - DS	ASSISTANT DIRECTORS OFFICE	0	0	0	0	0
20	426	CA - DS	GENERAL ANCILLARY OFFICE	0	0	0	0	0
3	427	CA - DS	STAFF DEVELOPMENT/INSTRUCTION	0	0	0	0	0
2	428	CA - DS	OTHER ANCILLARY ADMINISTRATIVE SUPPORT	0	0	0	0	0
1	500	CA - DS	PROGRAMMER ROOM	0	0	0	0	0
1	501	CA - DS	DATA PROCESSING TECHNICAL AREA	0	0	0	0	0
1	502	CA - DS	DATA PROCESSING EQUIPMENT	0	0	0	0	0
1	503	CA - DS	COMPUTER ROOM (RAISED FLOOR)	0	0	0	0	0
1	504	CA - DS	OFF-LINE EQUIPMENT	0	0	0	0	0
1	505	CA - DS	ANCILLARY COMPUTER STORAGE	0	0	0	0	0
1	506	CA - DS	OTHER CENTRAL EQUIPMENT SUPPORT	0	0	0	0	0
2	510	CA - DS	WAREHOUSE STORAGE	0	0	0	0	0
1	520	CA - DS	CARPENTRY SHOP	0	0	0	0	0
1	525	CA - DS	GLAZING SHOP	0	0	0	0	0
1	530	CA - DS	MASONRY SHOP	0	0	0	0	0
1	535	CA - DS	SMALL ENGINE SHOP	0	0	0	0	0
1	540	CA - DS	ELECTRONICS SHOP	0	0	0	0	0
1	545	CA - DS	ELECTRICAL SHOP	0	0	0	0	0
1	550	CA - DS	MACHINE SHOP	0	0	0	0	0
1	555	CA - DS	PLUMBING SHOP	0	0	0	0	0
1	560	CA - DS	PAINT SHOP	0	0	0	0	0
1	565	CA - DS	WELDING SHOP	0	0	0	0	0
1	570	CA - DS	AIR CONDITIONING SHOP	0	0	0	0	0
1	575	CA - DS	CARPET SHOP	0	0	0	0	0

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Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	580	CA - DS	LOCKSMITH SHOP	0	0	0	0	0
1	585	CA - DS	SCHOOL BUS PARTS ROOM	0	0	0	0	0
1	586	CA - DS	SCHOOL BUS MACHINE SHOP	0	0	0	0	0
1	587	CA - DS	SCHOOL BUS GLASS/UPHOLSTERY SHOP	0	0	0	0	0
1	588	CA - DS	SCHOOL BUS BODY SHOP	0	0	0	0	0
1	589	CA - DS	SCHOOL BUS PAINT/FLAMMABLE STORAGE	0	0	0	0	0
2	590	CA - DS	SCHOOL BUS PAINT BAY	0	0	0	0	0
2	591	CA - DS	SCHOOL BUS TIRE STORAGE & MOUNTING	0	0	0	0	0
8	592	CA - DS	SCHOOL BUS WORK BAY	0	0	0	0	0
2	593	CA - DS	SCHOOL BUS DRIVERS CLASSROOM	0	0	0	0	0
8	594	CA - DS	ANCILLARY SUPPORT STORAGE	0	0	0	0	0
1	600	CA - DS	ANCILLARY LIBRARY WAREHOUSE/STACKS	0	0	0	0	0
1	601	CA - DS	ANCILLARY LIBRARY REFERENCE	0	0	0	0	0
1	602	CA - DS	ANCILLARY PROFESSIONAL LIBRARY	0	0	0	0	0
1	603	CA - DS	ANCILLARY PERIODICAL/JOURNAL SERVICES	0	0	0	0	0
1	604	CA - DS	ANCILLARY MEDIA PROCESSING	0	0	0	0	0
1	605	CA - DS	ANCILLARY AUDIO VISUAL EQUIPMENT	0	0	0	0	0
1	606	CA - DS	ANCILLARY CLOSED CIRCUIT TV LABORATORY	0	0	0	0	0
1	607	CA - DS	ANCILLARY CLOSED CIRCUIT TV SUPPORT	0	0	0	0	0
1	608	CA - DS	ANCILLARY MEDIA PRODUCTION LABORATORY	0	0	0	0	0
1	609	CA - DS	ANCILLARY MEDIA COPYING ROOM	0	0	0	0	0
1	610	CA - DS	ANCILLARY MEDIA MAINTENANCE/REPAIR	0	0	0	0	0
1	611	CA - DS	ANCILLARY MEDIA STORAGE	0	0	0	0	0
1	612	CA - DS	OTHER ANCILLARY MEDIA SPACE	0	0	0	0	0
1	700	CA - DS	INSIDE CIRCULATION	0	0	0	0	0
1	701	CA - DS	COVERED WALKWAY	0	0	0	0	0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
6	702	CA - DS	MECHANICAL ROOM	0	0	0	0	0
20	703	CA - DS	ELECTRICAL ROOM	0	0	0	0	0
30	707	CA - DS	TELEPHONE EQUIPMENT/COMMUNICATION CLOSET	0	0	0	0	0
12	824	CA - DS	ANCILLARY RESTROOM (MALE)	0	0	0	0	0
12	825	CA - DS	ANCILLARY RESTROOM (FEMALE)	0	0	0	0	0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

Level:	PRE-K E S E (PK - PK)	Gross Sq. Feet:	31,813
Target Number of Stations:	100	Utilization:	1.000
Total Stations:	100	Acres Required:	4
Total Capacity:	100		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	10	PK - 03	PRIMARY SKILLS LAB (K-3)	882	882	18	0	1,181
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
	814		STUDENT RESTROOM (BOTH SEXES)	60	60	0	0	80
1	14	PK - 05	ELEMENTARY COVERED PLAY AREA	360	360	10	0	482
1	40	PK - 12	RESOURCE ROOM	290	290	10	0	388
	808		MATERIAL STORAGE	100	100	0	0	134
1	50	PK - 05	ART - ELEMENTARY	1,000	1,000	22	0	1,340
	808		MATERIAL STORAGE	100	100	0	0	134
	812		PROJECT STORAGE	150	150	0	0	201
1	55	PK - 05	MUSIC - ELEMENTARY	1,000	1,000	22	0	1,340
	806		REFERENCE	100	100	0	0	134
	808		MATERIAL STORAGE	100	100	0	0	134
	831		MUSIC PRACTICE ROOM	70	70	0	0	93
15	60	PK - PK	E S E PRE-K	475	7,125	5	75	9,547
	808		MATERIAL STORAGE	100	1,500	0	0	2,010
	813		STUDENT STORAGE	40	600	0	0	804
	817		STUDENT RESTROOM & BATH	110	1,650	0	0	2,211
1	61	PK - 12	E S E PART-TIME	975	975	15	15	1,306
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
	815		STUDENT RESTROOM (MALE)	35	35	0	0	46

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
	816		STUDENT RESTROOM (FEMALE)	35	35	0	0	46
1	62	PK - 12	E S E FULL-TIME	950	950	10	10	1,273
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
	815		STUDENT RESTROOM (MALE)	35	35	0	0	46
	816		STUDENT RESTROOM (FEMALE)	35	35	0	0	46
	817		STUDENT RESTROOM & BATH	110	110	0	0	147
1	65	PK - 12	E S E RESOURCE	380	380	4	0	509
	808		MATERIAL STORAGE	100	100	0	0	134
	813		STUDENT STORAGE	40	40	0	0	53
1	66	PK - 12	E S E SUPPLEMENTARY INSTRUCTION	100	100	2	0	134
	808		MATERIAL STORAGE	100	100	0	0	134
5	67	PK - 12	E S E OBSERVATION BOOTH	150	750	0	0	1,005
1	69	PK - 12	E S E AUDIOLOGY LAB	250	250	0	0	335
	808		MATERIAL STORAGE	100	100	0	0	134
3	70	PK - 12	E S E ITINERANT	200	600	4	0	804
	808		MATERIAL STORAGE	100	300	0	0	402
1	300	PK - VE	PRINCIPAL/DIRECTOR OFFICE	250	250	0	0	335
1	301	PK - VE	ASSISTANT PRINCIPAL/OTHER OFFICE	175	175	0	0	234
1	302	PK - VE	BOOKKEEPING OFFICE	125	125	0	0	167
1	303	PK - VE	SECRETARIAL SPACE	158	158	0	0	211
1	304	PK - VE	RECEPTION AREA	85	85	5	0	113
1	305	PK - VE	PRODUCTION WORKROOM	40	40	5	0	53
1	306	PK - VE	CONFERENCE ROOM	70	70	5	0	93
1	307	PK - VE	CLINIC	30	30	5	0	40
1	308	PK - VE	GENERAL SCHOOL STORAGE	50	50	5	0	67

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	309	PK - VE	VAULT/STUDENT RECORDS	30	30	5	0	40
1	314	PK - VE	ITINERANT OFFICE	125	125	0	0	167
1	315	PK - VE	TEACHER PLANNING OFFICE	200	200	10	0	268
1	316	PK - VE	TEACHER LOUNGE/DINING	40	40	10	0	53
1	330	PK - VE	CUSTODIAL RECEIVING	150	150	10	0	201
1	333	PK - VE	FLAMMABLE STORAGE	155	155	0	0	207
1	334	PK - VE	CUSTODIAL EQUIPMENT STORAGE	500	500	0	0	670
1	340	PK - VE	DINING AREA	400	400	10	0	536
1	341	PK - VE	KITCHEN & SERVING AREA	440	440	10	0	589
1	349	PK - VE	KITCHEN CHAIR STORAGE	20	20	5	0	26
1	361	PK - VE	MULTIPURPOSE ROOM (DINING)	310	310	10	0	415

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

Level:	WAREHOUSE (DS - DS)	Gross Sq. Feet:	5,000
Target Number of Stations:	0	Utilization:	0.000
Total Stations:	0	Acres Required:	7
Total Capacity:	0		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
1	401	CA - DS	ANCILLARY CONFERENCE ROOM	0	0	0	0	0
3	404	CA - DS	ANCILLARY RECEPTION AREA	0	0	0	0	0
9	407	CA - DS	ANCILLARY ADMINISTRATIVE OFFICE	0	0	0	0	0
1	416	CA - DS	ANCILLARY CUSTODIAL SERVICES	0	0	0	0	0
11	418	CA - DS	ANCILLARY ADMINISTRATIVE STORAGE	0	0	0	0	0
2	421	CA - DS	ANCILLARY STAFF LOUNGE	0	0	0	0	0
1	424	CA - DS	DIRECTORS OFFICE	0	0	0	0	0
3	426	CA - DS	GENERAL ANCILLARY OFFICE	0	0	0	0	0
9	510	CA - DS	WAREHOUSE STORAGE	0	0	0	0	0
1	535	CA - DS	SMALL ENGINE SHOP	0	0	0	0	0
3	540	CA - DS	ELECTRONICS SHOP	0	0	0	0	0
1	545	CA - DS	ELECTRICAL SHOP	0	0	0	0	0
1	570	CA - DS	AIR CONDITIONING SHOP	0	0	0	0	0
6	594	CA - DS	ANCILLARY SUPPORT STORAGE	0	0	0	0	0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

Level:	MULTIPLE USE SUPPORT (DS - DS)	Gross Sq. Feet:	50,000
Target Number of Stations:	0	Utilization:	0.000
Total Stations:	0	Acres Required:	7
Total Capacity:	0		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
3	401	CA - DS	ANCILLARY CONFERENCE ROOM	0	0	0	0	0
1	403	CA - DS	ANCILLARY SECRETARIAL/CLERICAL OFFICE	0	0	0	0	0
4	404	CA - DS	ANCILLARY RECEPTION AREA	0	0	0	0	0
13	407	CA - DS	ANCILLARY ADMINISTRATIVE OFFICE	0	0	0	0	0
2	408	CA - DS	BUSINESS OPERATIONS WORK AREA	0	0	0	0	0
2	409	CA - DS	BUSINESS OPERATIONS STORAGE	0	0	0	0	0
3	413	CA - DS	CENTRAL REPRODUCTION & COPY	0	0	0	0	0
4	418	CA - DS	ANCILLARY ADMINISTRATIVE STORAGE	0	0	0	0	0
2	421	CA - DS	ANCILLARY STAFF LOUNGE	0	0	0	0	0
4	424	CA - DS	DIRECTORS OFFICE	0	0	0	0	0
5	426	CA - DS	GENERAL ANCILLARY OFFICE	0	0	0	0	0
2	428	CA - DS	OTHER ANCILLARY ADMINISTRATIVE SUPPORT	0	0	0	0	0
1	510	CA - DS	WAREHOUSE STORAGE	0	0	0	0	0
1	520	CA - DS	CARPENTRY SHOP	0	0	0	0	0
1	545	CA - DS	ELECTRICAL SHOP	0	0	0	0	0
1	560	CA - DS	PAINT SHOP	0	0	0	0	0
1	565	CA - DS	WELDING SHOP	0	0	0	0	0
6	594	CA - DS	ANCILLARY SUPPORT STORAGE	0	0	0	0	0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

Level:	TRANSPORTATION (DS - DS)	Gross Sq. Feet:	22,000
Target Number of Stations:	0	Utilization:	0.000
Total Stations:	0	Acres Required:	7
Total Capacity:	0		

Spaces	Design	Grades	Description	NSF / Space	Total NSF	Cap. / Space	Total Stns.	Total GSF
2	401	CA - DS	ANCILLARY CONFERENCE ROOM	0	0	0	0	0
2	404	CA - DS	ANCILLARY RECEPTION AREA	0	0	0	0	0
2	421	CA - DS	ANCILLARY STAFF LOUNGE	0	0	0	0	0
9	426	CA - DS	GENERAL ANCILLARY OFFICE	0	0	0	0	0
1	428	CA - DS	OTHER ANCILLARY ADMINISTRATIVE SUPPORT	0	0	0	0	0
2	585	CA - DS	SCHOOL BUS PARTS ROOM	0	0	0	0	0
1	592	CA - DS	SCHOOL BUS WORK BAY	0	0	0	0	0
1	593	CA - DS	SCHOOL BUS DRIVERS CLASSROOM	0	0	0	0	0
2	824	CA - DS	ANCILLARY RESTROOM (MALE)	0	0	0	0	0
2	825	CA - DS	ANCILLARY RESTROOM (FEMALE)	0	0	0	0	0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

Section 3: Recommendations

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: Administration Building
Address: 6500 57th Street, Vero Beach

	Existing	Recommended
Capital Outlay Classification	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE
Facility Use	COUNTY ADMINISTRATION	COUNTY ADMINISTRATION
Low Grade	COUNTY ADMINISTRATION	COUNTY ADMINISTRATION
High Grade	COUNTY ADMINISTRATION	COUNTY ADMINISTRATION
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	0	0	0
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	0	0	0
Utilization Factor	0%		0%
School Capacity	0		0
COFTE Student Membership	0		0
Survey Annotation			

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

Administration Building	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: ADMINISTRATIVE ANNEX/PRINT SHOP
Address: 1426 19TH STREET, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE
Facility Use	COUNTY ADMINISTRATION	MULTIPLE USE SUPPORT
Low Grade	ADULT EDUCATION	DISTRICT SERVICES
High Grade	ADULT EDUCATION	DISTRICT SERVICES
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	0	0	0
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	0	0	0
Utilization Factor	0%		0%
School Capacity	0		0
COFTE Student Membership	0		0
Survey Annotation	Change name to Administrative Annex.		

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

ADMINISTRATIVE ANNEX/PRINT SHOP	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: ADMINISTRATIVE BUILDING
Address: 1990 25TH STREET, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE
Facility Use	COUNTY ADMINISTRATION	COUNTY ADMINISTRATION
Low Grade	COUNTY ADMINISTRATION	COUNTY ADMINISTRATION
High Grade	COUNTY ADMINISTRATION	COUNTY ADMINISTRATION
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	0	0	0
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	0	0	0
Utilization Factor	0%		0%
School Capacity	0		0
COFTE Student Membership	0		0
Survey Annotation			

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

ADMINISTRATIVE BUILDING	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: ADULT EDUCATION
Address: 1427 19TH STREET, VERO BEACH

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

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	0	27	27
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	0	27	27
Utilization Factor	0%		100%
School Capacity	0		27
COFTE Student Membership	0		1
Survey Annotation	Carry-forward from Survey 5.7 in progress: Adult Education will be relocating to the current Alternative Center (parcel 8, facility 7) The students/staff currently located at the Alternative Center will be relocated to the current Adult Education Center		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$292,000	\$0	\$0
Estimated Total Project Cost					\$292,000	

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

ADULT EDUCATION	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2018	27	1	Removed NSF (2000), Added NSF (2000), Difference NSF (0), Percent (0%), Removed Stations (0), Added Stations (27) Remodeling: Adding 2 units of BUSINESS EDUCATION LAB (600 NSF), 1 unit of BUSINESS EDUCATION LAB (800 NSF) and Removing Room 105 (800 NSF), Room 108 (600 NSF), Room 109 (600 NSF)	2,000	27	\$292,000	\$146	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: ALTERNATIVE EDUCATION CENTER
Address: 4690 28TH COURT, VERO BEACH

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

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	328	-38	290
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	328	-38	290
Utilization Factor	100%		150%
School Capacity	328		435
COFTE Student Membership	50		50
Survey Annotation	The students/staff currently located at the Alternative Center will be relocated to the current Adult Education Center. This will become the Gifford Adult Education Center. Demolish Building 7 which is a 240sf building. (This is a carried forward recommendation from Survey 5.7)		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$1,793,628	\$650,000	\$0
Estimated Total Project Cost					\$2,443,628	

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

ALTERNATIVE EDUCATION CENTER	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2018	8	2	Removed NSF (3210), Added NSF (3210), Difference NSF (0), Percent (0%), Removed Stations (91), Added Stations (22) Remodeling: Adding 1 unit of BUSINESS EDUCATION LAB (795 NSF), 1 unit of BUSINESS EDUCATION LAB (805 NSF), 1 unit of VPI LAB (805 NSF), 1 unit of MATERIAL STORAGE (LARGE) (395 NSF), 1 unit of VOCATIONAL TESTING (410 NSF) and Removing Room 2101 (805 NSF), Room 2102 (805 NSF), Room 2103 (805 NSF), Room 2203 (795 NSF)	3,210	-69	\$468,660	\$146	\$0
Remodeling 2018	8	3	Removed NSF (4993), Added NSF (4868), Difference NSF (125), Percent (2.50%), Removed Stations (98), Added Stations (69) Remodeling: Adding 1 unit of SENIOR HIGH CLASSROOM (9-12) (805 NSF), 2 units of SMALL HEALTH LAB (800 NSF), 1 unit of VPI LAB (705 NSF), 1 unit of INSTRUCTIONAL CONFERENCE ROOM (225 NSF), 1 unit of MATERIAL STORAGE (100 NSF), 1 unit of VOCATIONAL RELATED CLASSROOM (628 NSF), 1 unit of VOCATIONAL TESTING (805 NSF) and Removing Room 3101 (1658 NSF), Room 3201 (805 NSF), Room 3202 (51 NSF), Room 3203 (403 NSF), Room 3203A (66 NSF), Room 3204 (160 NSF), Room 3204A (127 NSF), Room 3204B (30 NSF), Room 3205 (733 NSF), Room 3205A (155 NSF), Room 3206 (805 NSF)	-4,993	-29	\$728,978	\$146	\$0
Remodeling 2018	8	6	Removed NSF (4065), Added NSF (4000), Difference NSF (65), Percent (1.60%), Removed Stations (0), Added Stations (60) Remodeling: Adding 2 units of SMALL INDUSTRIAL LAB (1100 NSF), 1 unit of MEDIUM INDUSTRIAL LAB (1800 NSF) and Removing Room 001 (4065 NSF)	-4,065	60	\$593,490	\$146	\$0
Remodeling 2018	8	7	Removed NSF (240), Added NSF (0), Difference NSF (240), Percent (100%), Removed Stations (0), Added Stations (0) Remodeling: Removing Room 701 (240 NSF)	-240	0	\$2,500	\$10	\$0
Renovation 2022			Renovating: Apply Lighting, HVAC Systems to the entire facility ALTERNATIVE EDUCATION CENTER.	44,430	0	\$650,000	\$15	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: BEACHLAND ELEMENTARY
Address: 3351 MOCKINGBIRD DRIVE, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	ELEMENTARY	ELEMENTARY
Low Grade	PRE-K E S E	PRE-K E S E
High Grade	GRADE 5	GRADE 5
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	536	0	536
Reloc. Stations	0	0	0
Mod. Stations	44	0	44
Total Stations	580	0	580
Utilization Factor	100%		100%
School Capacity	580		580
COFTE Student Membership	437		419
Survey Annotation			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$407,000	\$0
			Estimated Total Project Cost		\$407,000	

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

BEACHLAND ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2018	6	6	Renovating: Apply Floor Cover, Plumbing to Room 701 (1225 NSF), Room 702 (1584 NSF), Room 702A (48 NSF), Room 702B (72 NSF), Room 703 (72 NSF), Room 704 (72 NSF), Room 705 (30 NSF), Room 706 (48 NSF), Room 707 (63 NSF), Room 708 (30 NSF), Room 709 (50 NSF), Room 710 (144 NSF), Room 711 (286 NSF), Room 712 (120 NSF), Room 714 (60 NSF)	3,904	0	\$90,000	\$23	\$0
Renovation 2020	6	7	Renovating: Apply Floor Cover, Plumbing to Room 601 (1178 NSF), Room 601A (30 NSF), Room 602 (1178 NSF), Room 602A (30 NSF), Room 603 (1178 NSF), Room 603A (30 NSF), Room 604 (120 NSF)	3,744	0	\$90,000	\$24	\$0
Renovation 2018	6	8	Renovating: Apply Floor Cover, Plumbing to Room 501 (1178 NSF), Room 501A (30 NSF), Room 502 (1178 NSF), Room 502A (30 NSF), Room 503 (1178 NSF), Room 503A (30 NSF), Room 504 (120 NSF)	3,744	0	\$90,000	\$24	\$0
Renovation 2020	6	12	Renovating: Apply Floor Cover, Plumbing to Room 300 (100 NSF), Room 300A (120 NSF), Room 300B (36 NSF), Room 301 (575 NSF), Room 301A (36 NSF), Room 301B (258 NSF), Room 302 (1140 NSF), Room 302A (30 NSF), Room 303 (1140 NSF), Room 303A (30 NSF), Room 304 (1140 NSF), Room 304A (30 NSF), Room 305 (1140 NSF), Room 305A (30 NSF), Room 306 (100 NSF), Room 306A (40 NSF)	5,945	0	\$137,000	\$23	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: CITRUS ELEMENTARY
Address: 2771 CITRUS ROAD, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	ELEMENTARY	ELEMENTARY
Low Grade	PRE-K E S E	PRE-K E S E
High Grade	GRADE 5	GRADE 5
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	786	0	786
Reloc. Stations	0	0	0
Mod. Stations	106	0	106
Total Stations	892	0	892
Utilization Factor	100%		100%
School Capacity	892		892
COFTE Student Membership	696		697
Survey Annotation			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$3,759,263	\$0
			Estimated Total Project Cost		\$3,759,263	

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

CITRUS ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2020	12	1	Renovating: Apply Floor Cover, Plumbing, HVAC Systems, Bell/Fire Alarm Systems to Room 101 (428 NSF), Room 101A (56 NSF), Room 102 (1032 NSF), Room 102A (42 NSF), Room 103 (1032 NSF), Room 103A (42 NSF), Room 104 (963 NSF), Room 104A (350 NSF), Room 105 (151 NSF), Room 106 (55 NSF), Room 107 (1032 NSF), Room 107A (42 NSF), Room 108 (1032 NSF), Room 108A (42 NSF), Room 109 (853 NSF), Room 110 (168 NSF), Room 111 (1727 NSF)	9,047	0	\$496,000	\$55	\$0
Renovation 2020	12	2	Renovating: Apply Floor Cover, Plumbing, HVAC Systems, Bell/Fire Alarm Systems to Room 200 (560 NSF), Room 200A (211 NSF), Room 203 (270 NSF), Room 204 (374 NSF), Room 204A (64 NSF), Room 206 (100 NSF), Room 207 (100 NSF), Room 208 (450 NSF), Room 209 (117 NSF), Room 210 (78 NSF), Room 211 (117 NSF), Room 212 (50 NSF), Room 213 (50 NSF), Room 214 (285 NSF), Room 215 (200 NSF), Room 215A (16 NSF), Room 216 (227 NSF), Room 217 (179 NSF), Room 218 (257 NSF), Room 219 (378 NSF), Room 221 (508 NSF)	4,591	0	\$496,208	\$108	\$0
Renovation 2020	12	3	Renovating: Apply Floor Cover, Plumbing, HVAC Systems, Bell/Fire Alarm Systems to Room 301 (930 NSF), Room 301A (42 NSF), Room 302 (930 NSF), Room 302A (42 NSF), Room 303 (930 NSF), Room 303A (42 NSF), Room 304 (930 NSF), Room 304A (42 NSF), Room 305 (59 NSF), Room 306 (80 NSF), Room 307 (930 NSF), Room 307A (42 NSF), Room 308 (930 NSF), Room 308A (42 NSF), Room 309 (930 NSF), Room 309A (42 NSF), Room 310 (930 NSF), Room 310A (42 NSF), Room 311 (151 NSF)	8,066	0	\$709,808	\$88	\$0
Renovation 2020	12	4	Renovating: Apply Floor Cover, Plumbing, HVAC Systems, Bell/Fire Alarm Systems to Room 401 (75 NSF), Room 402 (930 NSF), Room 402A (41 NSF), Room 403 (930 NSF), Room 403A (41 NSF), Room 404 (930 NSF), Room 404A (41 NSF), Room 405 (153 NSF), Room 406 (428 NSF), Room 406A (56 NSF), Room 407 (952 NSF), Room 407A (41 NSF), Room 408 (952 NSF), Room 408A (41 NSF), Room 409 (952 NSF), Room 409A (41 NSF), Room 410 (156 NSF)	6,760	0	\$458,247	\$68	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

CITRUS ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2020	12	6	Renovating: Apply Floor Cover, Plumbing, HVAC Systems, Bell/Fire Alarm Systems to Room 601 (930 NSF), Room 601A (42 NSF), Room 602 (930 NSF), Room 602A (42 NSF), Room 603 (930 NSF), Room 603A (42 NSF), Room 604 (163 NSF), Room 605 (930 NSF), Room 605A (42 NSF), Room 606 (930 NSF), Room 606A (42 NSF), Room 607 (930 NSF), Room 607A (42 NSF)	5,995	0	\$406,000	\$68	\$0
Renovation 2020	12	7	Renovating: Apply Floor Cover, Plumbing, HVAC Systems, Bell/Fire Alarm Systems to Room 701 (824 NSF), Room 701A (40 NSF), Room 702 (824 NSF), Room 702A (40 NSF), Room 703 (824 NSF), Room 703A (40 NSF), Room 704 (824 NSF), Room 704A (40 NSF), Room 705 (824 NSF), Room 705A (40 NSF)	4,320	0	\$293,000	\$68	\$0
Renovation 2020	12	11	Renovating: Apply Floor Cover, Plumbing, HVAC Systems, Bell/Fire Alarm Systems to Room 1103 (3400 NSF), Room 1105 (240 NSF), Room 1106 (110 NSF), Room 1107 (466 NSF), Room 1107A (374 NSF), Room 1108 (40 NSF), Room 1109 (130 NSF), Room 1110 (48 NSF), Room 1111 (48 NSF)	4,856	0	\$329,000	\$68	\$0
Renovation 2020	12	12	Renovating: Apply Floor Cover, Plumbing, HVAC Systems, Bell/Fire Alarm Systems to Room 1201 (1315 NSF), Room 1201A (216 NSF), Room 1201B (55 NSF), Room 1202 (69 NSF), Room 1203 (97 NSF), Room 1204 (125 NSF), Room 1205 (1089 NSF), Room 1205A (144 NSF), Room 1206 (960 NSF), Room 1207 (480 NSF), Room 1208 (480 NSF), Room 1209 (480 NSF), Room 1210 (43 NSF)	5,553	0	\$376,000	\$68	\$0
Renovation 2020	12	14	Renovating: Apply Floor Cover, Plumbing, HVAC Systems, Bell/Fire Alarm Systems to Room 1401 (260 NSF), Room 1402 (240 NSF), Room 1403 (240 NSF), Room 1404 (1880 NSF), Room 1405 (74 NSF), Room 1406 (67 NSF), Room 1407 (118 NSF)	2,879	0	\$195,000	\$68	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: DODGERTOWN ELEMENTARY
Address: 4350 43RD AVENUE, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	ELEMENTARY	ELEMENTARY
Low Grade	PRE-K E S E	PRE-K E S E
High Grade	GRADE 5	GRADE 5
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	584	-26	558
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	584	-26	558
Utilization Factor	100%		100%
School Capacity	584		558
COFTE Student Membership	396		337
Survey Annotation			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$10,388	\$285,612	\$0
			Estimated Total Project Cost		\$296,000	

DODGERTOWN ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2020	13	4	Removed NSF (2088), Added NSF (2088), Difference NSF (0), Percent (0%), Removed Stations (36), Added Stations (10) Remodeling: Adding 2 units of E S E PRE-K (1044 NSF) and Removing Room 404 (1044 NSF), Room 405 (1044 NSF)	2,088	-26	\$10,388	\$5	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

DODGERTOWN ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2020	13	1	Renovating: Apply Plumbing, Bell/Fire Alarm Systems to Room 001 (533 NSF), Room 002 (400 NSF), Room 004 (273 NSF), Room 004A (24 NSF), Room 005 (240 NSF), Room 005A (54 NSF), Room 006 (36 NSF), Room 006A (36 NSF), Room 006B (36 NSF), Room 007 (396 NSF), Room 007A (30 NSF), Room 007B (48 NSF), Room 007C (256 NSF), Room 007D (56 NSF), Room 008A (90 NSF), Room 009 (504 NSF), Room 009A (24 NSF), Room 009C (315 NSF), Room 010 (140 NSF), Room 010A (8 NSF), Room 011 (224 NSF), Room 012 (126 NSF), Room 012A (24 NSF), Room 013 (224 NSF), Room 013A (22 NSF)	4,119	0	\$20,000	\$5	\$0
Renovation 2020	13	2	Renovating: Apply Plumbing, Bell/Fire Alarm Systems to Room 201 (934 NSF), Room 202 (934 NSF), Room 204 (934 NSF), Room 205 (934 NSF), Room 206 (168 NSF), Room 209 (934 NSF), Room 210 (934 NSF), Room 212 (934 NSF), Room 213 (934 NSF), Room 214 (64 NSF), Room 216 (200 NSF), Room 217 (99 NSF), Room 219 (200 NSF), Room 220 (81 NSF)	8,284	0	\$41,000	\$5	\$0
Renovation 2020	13	3	Renovating: Apply Plumbing, Bell/Fire Alarm Systems to Room 300 (1120 NSF), Room 300A (1092 NSF), Room 301 (143 NSF), Room 301A (36 NSF), Room 302 (70 NSF), Room 303 (913 NSF), Room 303A (90 NSF), Room 303B (30 NSF), Room 303C (30 NSF), Room 304 (70 NSF), Room 305 (947 NSF), Room 305A (112 NSF), Room 305B (40 NSF), Room 306 (460 NSF), Room 306A (352 NSF), Room 307 (138 NSF), Room 307A (36 NSF), Room 307B (36 NSF), Room 308 (1080 NSF), Room 308A (30 NSF), Room 309 (1080 NSF), Room 309A (30 NSF), Room 310 (1080 NSF), Room 310A (30 NSF), Room 311 (1056 NSF), Room 311A (30 NSF), Room 312 (1088 NSF), Room 312A (30 NSF), Room 313 (42 NSF), Room 314 (270 NSF)	11,561	0	\$58,000	\$5	\$0
Renovation 2020	13	4	Renovating: Apply Plumbing, Bell/Fire Alarm Systems to Room 401 (1044 NSF), Room 401A (30 NSF), Room 402 (180 NSF), Room 403 (216 NSF), Room 404A (30 NSF), Room 405A (30 NSF)	1,530	0	\$7,612	\$5	\$0
Renovation 2020	13	5	Renovating: Apply Plumbing, Bell/Fire Alarm Systems to Room 501 (1200 NSF), Room 501A (180 NSF), Room 501B (12 NSF), Room 502 (60 NSF), Room 503 (96 NSF), Room 504 (120 NSF), Room 505 (60 NSF)	1,728	0	\$8,500	\$5	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

DODGERTOWN ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2020	13	6	Renovating: Apply Plumbing, Bell/Fire Alarm Systems to Room 601 (1088 NSF), Room 601A (149 NSF), Room 601B (18 NSF), Room 601C (120 NSF), Room 601D (192 NSF), Room 601E (70 NSF), Room 601F (140 NSF), Room 603 (1008 NSF), Room 603A (18 NSF), Room 605 (54 NSF)	2,857	0	\$14,000	\$5	\$0
Renovation 2020	13	7	Renovating: Apply Plumbing, Bell/Fire Alarm Systems to Room 700 (80 NSF), Room 701 (1262 NSF), Room 701A (168 NSF), Room 701B (264 NSF), Room 702 (963 NSF), Room 702A (24 NSF), Room 702B (72 NSF), Room 703 (1080 NSF), Room 704 (72 NSF), Room 705 (72 NSF), Room 705A (72 NSF), Room 705B (36 NSF), Room 706 (312 NSF), Room 707 (168 NSF), Room 708 (63 NSF), Room 709 (63 NSF), Room 710 (80 NSF), Room 711 (150 NSF), Room 712 (72 NSF), Room 713 (150 NSF), Room 714 (210 NSF), Room 715 (1080 NSF), Room 715A (30 NSF), Room 716 (720 NSF), Room 716A (30 NSF), Room 717 (720 NSF), Room 717A (30 NSF), Room 718 (1410 NSF), Room 718A (30 NSF), Room 718B (30 NSF), Room 719 (720 NSF), Room 719A (30 NSF), Room 720 (315 NSF), Room 721 (315 NSF)	10,893	0	\$54,000	\$5	\$0
Renovation 2020	13	9	Renovating: Apply Plumbing, Bell/Fire Alarm Systems to Room 900 (2665 NSF), Room 901 (336 NSF), Room 903 (160 NSF), Room 904 (32 NSF), Room 905 (72 NSF), Room 906 (32 NSF), Room 907 (180 NSF), Room 908 (360 NSF), Room 909 (504 NSF), Room 910 (336 NSF), Room 911 (252 NSF), Room 912 (405 NSF), Room 913 (416 NSF), Room 914 (192 NSF), Room 915 (260 NSF)	6,202	0	\$30,500	\$5	\$0
Renovation 2018	13	10	Renovating: Apply Plumbing, Bell/Fire Alarm Systems to Room 014 (3288 NSF), Room 101 (840 NSF), Room 101A (36 NSF), Room 102 (840 NSF), Room 102A (36 NSF), Room 104 (840 NSF), Room 104A (36 NSF), Room 105 (840 NSF), Room 105A (36 NSF), Room 106 (270 NSF), Room 109 (840 NSF), Room 109A (36 NSF), Room 110 (840 NSF), Room 110A (36 NSF), Room 112 (840 NSF), Room 112A (36 NSF), Room 113 (840 NSF), Room 113A (36 NSF)	10,566	0	\$52,000	\$5	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: FELLSMERE ELEMENTARY
Address: 50 N CYPRESS STREET, FELLSMERE

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	ELEMENTARY	ELEMENTARY
Low Grade	PRE-K E S E	PRE-K E S E
High Grade	GRADE 5	GRADE 5
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	769	0	769
Reloc. Stations	0	0	0
Mod. Stations	18	0	18
Total Stations	787	0	787
Utilization Factor	100%		100%
School Capacity	787		787
COFTE Student Membership	622		526
Survey Annotation	Remodeling/addition to provide single point of entry.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$404,316	\$1,250,000	\$207,507
Estimated Total Project Cost					\$1,861,823	

FELLSMERE ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
New Construction 2019			New Construction: Adding 1 unit of RECEPTION AREA (669 NSF), 1 unit of PUBLIC USE RESTROOM (MALE) (60 NSF), 1 unit of PUBLIC USE RESTROOM (FEMALE) (60 NSF)	789	0	\$207,507	\$263	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

FELLSMERE ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2018	9	1	Removed NSF (3063), Added NSF (2885), Difference NSF (178), Percent (5.81%), Removed Stations (0), Added Stations (0) Remodeling: Adding 1 unit of PRINCIPAL/DIRECTOR OFFICE (250 NSF), 5 units of ASSISTANT PRINCIPAL/OTHER OFFICE (175 NSF), 1 unit of BOOKKEEPING OFFICE (125 NSF), 1 unit of SECRETARIAL SPACE (158 NSF), 1 unit of PRODUCTION WORKROOM (315 NSF), 1 unit of CONFERENCE ROOM (368 NSF), 1 unit of CLINIC (236 NSF), 1 unit of COMPUTER AREA (118 NSF), 1 unit of ITINERANT OFFICE (125 NSF), 1 unit of TEACHER LOUNGE/DINING (315 NSF) and Removing Room 301 (362 NSF), Room 302 (123 NSF), Room 303 (80 NSF), Room 304 (160 NSF), Room 305 (21 NSF), Room 306 (136 NSF), Room 306A (12 NSF), Room 307 (254 NSF), Room 307A (12 NSF), Room 308 (182 NSF), Room 309 (836 NSF), Room 310 (45 NSF), Room 311 (45 NSF), Room 313 (80 NSF), Room 314 (140 NSF), Room 314A (10 NSF), Room 315 (140 NSF), Room 316 (110 NSF), Room 317 (105 NSF), Room 318 (210 NSF)	-3,063	0	\$404,316	\$132	\$0
Renovation 2018			Renovating: Apply HVAC Systems, Bell/Fire Alarm Systems to the entire facility FELLSMERE ELEMENTARY.	105,525	0	\$1,250,000	\$12	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: GIFFORD MIDDLE
Address: 2726 45TH STREET, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	MIDDLE	MIDDLE
Low Grade	GRADE 6	GRADE 6
High Grade	GRADE 8	GRADE 8
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	1,136	0	1136
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	1,136	0	1136
Utilization Factor	90%		90%
School Capacity	1,022		1022
COFTE Student Membership	812		678
Survey Annotation			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$2,300,000	\$0
			Estimated Total Project Cost		\$2,300,000	

GIFFORD MIDDLE	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2019			Renovating: Apply Floor Cover, HVAC Systems, Bell/Fire Alarm Systems to the entire facility GIFFORD MIDDLE.	135,033	0	\$2,300,000	\$17	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: GLENDALE ELEMENTARY
Address: 4940 8TH STREET, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	ELEMENTARY	ELEMENTARY
Low Grade	PRE-K E S E	PRE-K E S E
High Grade	GRADE 5	GRADE 5
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	612	0	612
Reloc. Stations	90	-90	0
Mod. Stations	72	0	72
Total Stations	774	-90	684
Utilization Factor	100%		100%
School Capacity	774		684
COFTE Student Membership	590		544
Survey Annotation	Food Service renovation and addition. Temporary leased relocatables were removed subsequent to the opening of this survey. Recommendation to remove them is included in the recommendations in order to reflect current capacity.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$193,020	\$50,000	\$1,175,800	\$717,201
Estimated Total Project Cost					\$2,136,021	

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

GLENDALE ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
New Construction 2018			New Construction: Adding 1 unit of KITCHEN & SERVING AREA (1168 NSF), 1 unit of MULTIPURPOSE ROOM (DINING) (775 NSF), 1 unit of STAGE STORAGE (342 NSF), 1 unit of STAGE DRESSING ROOM (MALE) (171 NSF), 1 unit of STAGE DRESSING ROOM (FEMALE) (171 NSF), 1 unit of CONTROL BOOTH/PROJECTION ROOM (100 NSF)	2,727	0	\$717,201	\$263	\$0
Remodeling 2018	18	0	Removed NSF (4320), Added NSF (0), Difference NSF (4320), Percent (100%), Removed Stations (90), Added Stations (0) Remodeling: Removing Room 418 (824 NSF), Room 418A (40 NSF), Room 419 (824 NSF), Room 419A (24 NSF), Room 420 (840 NSF), Room 420A (24 NSF), Room 421 (840 NSF), Room 421A (40 NSF), Room 887 (824 NSF), Room 887A (40 NSF)	-4,320	-90	\$50,000	\$12	\$0
Renovation 2019			Renovating: Apply HVAC Systems, Bell/Fire Alarm Systems to the entire facility GLENDALE ELEMENTARY.	79,414	0	\$650,000	\$8	\$0
Renovation 2019	18	1	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, Restrooms, Retrofit for Technology to Room 308 (2490 NSF), Room 309 (273 NSF), Room 310 (240 NSF), Room 311 (97 NSF), Room 312 (25 NSF), Room 313 (57 NSF), Room 314 (95 NSF), Room 315 (672 NSF), Room 316 (152 NSF), Room 317 (238 NSF), Room 318 (64 NSF), Room 319 (96 NSF), Room 320 (83 NSF), Room 320A (48 NSF), Room 401 (1345 NSF)	5,975	0	\$525,800	\$88	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: INDIAN RIVER ACADEMY
Address: 500 20TH STREET SW, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	ELEMENTARY	ELEMENTARY
Low Grade	PRE-K E S E	PRE-K E S E
High Grade	GRADE 5	GRADE 5
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	442	0	442
Reloc. Stations	0	0	0
Mod. Stations	162	0	162
Total Stations	604	0	604
Utilization Factor	100%		100%
School Capacity	604		604
COFTE Student Membership	483		464
Survey Annotation	Remodeling and addition for single point of entry, includes fencing.(other site improvements)		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$25,000	\$183,216	\$0	\$198,039
Estimated Total Project Cost					\$406,255	

INDIAN RIVER ACADEMY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
New Construction 2019			New Construction: Adding 1 unit of ASSISTANT PRINCIPAL/OTHER OFFICE (150 NSF), 1 unit of RECEPTION AREA (513 NSF), 1 unit of PUBLIC USE RESTROOM (MALE) (45 NSF), 1 unit of PUBLIC USE RESTROOM (FEMALE) (45 NSF)	753	0	\$198,039	\$263	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

INDIAN RIVER ACADEMY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2019	19	1	Removed NSF (1388), Added NSF (1358), Difference NSF (30), Percent (2.16%), Removed Stations (0), Added Stations (0) Remodeling: Adding 1 unit of ASSISTANT PRINCIPAL/OTHER OFFICE (175 NSF), 1 unit of SECRETARIAL SPACE (158 NSF), 1 unit of CLINIC (181 NSF), 1 unit of GENERAL SCHOOL STORAGE (302 NSF), 1 unit of INSIDE CIRCULATION (102 NSF), 1 unit of INSIDE CIRCULATION (120 NSF), 1 unit of STUDENT RESTROOM (MALE) (45 NSF), 1 unit of STUDENT RESTROOM (FEMALE) (45 NSF), 1 unit of STUDENT RESTROOM & BATH (110 NSF), 1 unit of STAFF RESTROOM (MALE) (60 NSF), 1 unit of STAFF RESTROOM (FEMALE) (60 NSF) and Removing Room 205 (296 NSF), Room 206 (200 NSF), Room 206B (150 NSF), Room 208 (165 NSF), Room 209 (36 NSF), Room 210 (302 NSF), Room 216 (175 NSF), Room 217 (32 NSF), Room 218 (32 NSF)	-1,388	0	\$183,216	\$132	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: LIBERTY MAGNET
Address: 6850 81ST STREET, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	ELEMENTARY	ELEMENTARY
Low Grade	PRE-K E S E	PRE-K E S E
High Grade	GRADE 5	GRADE 5
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	666	0	666
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	666	0	666
Utilization Factor	100%		100%
School Capacity	666		666
COFTE Student Membership	547		527
Survey Annotation			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$1,343,000	\$0
			Estimated Total Project Cost		\$1,343,000	

LIBERTY MAGNET	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2019			Renovating: Apply Floor Cover, HVAC Systems, Bell/Fire Alarm Systems to the entire facility LIBERTY MAGNET.	105,793	0	\$1,343,000	\$13	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: MAINTENANCE SHOPS
Address: 1427 19TH STREET, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	7 - ANCILLARY NOT RECOMMENDED FOR CONTINUED USE	7 - ANCILLARY NOT RECOMMENDED FOR CONTINUED USE
Facility Use	WAREHOUSE	WAREHOUSE
Low Grade	DISTRICT SERVICES	DISTRICT SERVICES
High Grade	DISTRICT SERVICES	DISTRICT SERVICES
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	0	0	0
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	0	0	0
Utilization Factor	0%		0%
School Capacity	0		0
COFTE Student Membership	0		0
Survey Annotation			

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

MAINTENANCE SHOPS	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: OSCEOLA MAGNET SCHOOL (NEW)
Address: 1110 18TH AVENUE SW, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	ELEMENTARY	ELEMENTARY
Low Grade	PRE-K E S E	PRE-K E S E
High Grade	GRADE 5	GRADE 5
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	517	0	517
Reloc. Stations	0	0	0
Mod. Stations	40	0	40
Total Stations	557	0	557
Utilization Factor	100%		100%
School Capacity	557		557
COFTE Student Membership	532		507
Survey Annotation			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$700,000	\$0
			Estimated Total Project Cost		\$700,000	

OSCEOLA MAGNET SCHOOL (NEW)	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2020			Renovating: Apply HVAC Systems, Bell/Fire Alarm Systems to the entire facility OSCEOLA MAGNET SCHOOL (NEW).	81,818	0	\$700,000	\$9	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: OSLO MIDDLE
Address: 20TH AVENUE & OSLO ROAD, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	MIDDLE	MIDDLE
Low Grade	GRADE 6	GRADE 6
High Grade	GRADE 8	GRADE 8
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	1,140	0	1140
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	1,140	0	1140
Utilization Factor	90%		90%
School Capacity	1,026		1026
COFTE Student Membership	807		795
Survey Annotation			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$249,060	\$10,643,150	\$0
			Estimated Total Project Cost		\$10,892,210	

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

OSLO MIDDLE	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2021	20	8	Removed NSF (2372), Added NSF (2278), Difference NSF (94), Percent (3.96%), Removed Stations (0), Added Stations (0) Remodeling: Adding 1 unit of P E DRESSING ROOM (MALE) (616 NSF), 1 unit of P E LOCKER ROOM (MALE) (103 NSF), 1 unit of P E SHOWER (MALE) (103 NSF), 1 unit of P E DRYING AREA (MALE) (103 NSF), 1 unit of P E TRAINING ROOM (250 NSF), 1 unit of P E WEIGHT ROOM (1000 NSF), 1 unit of STUDENT RESTROOM (MALE) (103 NSF) and Removing Room 832 (75 NSF), Room 837 (620 NSF), Room 838 (262 NSF), Room 839 (1415 NSF)	-2,372	0	\$249,060	\$105	\$0
Renovation 2020			Renovating: Apply Painting, Floor Cover, Bell/Fire Alarm Systems to the entire facility OSLO MIDDLE.	152,045	0	\$10,643,150	\$70	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: PELICAN ISLAND ELEMENTARY
Address: 1355 SCHUMANN DRIVE, SEBASTIAN

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	ELEMENTARY	ELEMENTARY
Low Grade	PRE-K E S E	PRE-K E S E
High Grade	GRADE 5	GRADE 5
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	654	0	654
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	654	0	654
Utilization Factor	100%		100%
School Capacity	654		654
COFTE Student Membership	430		382
Survey Annotation	Remodeling to provide single point of entry, including fencing (\$50,000) Other site improvements = exterior lighting (\$15,000)		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$65,000	\$142,956	\$860,000	\$0
			Estimated Total Project Cost		\$1,067,956	

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

PELICAN ISLAND ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2019	10	1	Removed NSF (1083), Added NSF (1079), Difference NSF (4), Percent (0.37%), Removed Stations (0), Added Stations (0) Remodeling: Adding 1 unit of ASSISTANT PRINCIPAL/OTHER OFFICE (175 NSF), 1 unit of SECRETARIAL SPACE (158 NSF), 1 unit of RECEPTION AREA (556 NSF), 1 unit of INSIDE CIRCULATION (100 NSF), 1 unit of PUBLIC USE RESTROOM (MALE) (45 NSF), 1 unit of PUBLIC USE RESTROOM (FEMALE) (45 NSF) and Removing Room 202 (838 NSF), Room 205 (245 NSF)	-1,083	0	\$142,956	\$132	\$0
Renovation 2021			Renovating: Apply HVAC Systems, Bell/Fire Alarm Systems to the entire facility PELICAN ISLAND ELEMENTARY.	73,084	0	\$860,000	\$12	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: ROSEWOOD ELEMENTARY
Address: 3850 16TH STREET, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	ELEMENTARY	ELEMENTARY
Low Grade	PRE-K E S E	PRE-K E S E
High Grade	GRADE 5	GRADE 5
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	515	0	515
Reloc. Stations	0	0	0
Mod. Stations	28	0	28
Total Stations	543	0	543
Utilization Factor	100%		100%
School Capacity	543		543
COFTE Student Membership	549		522
Survey Annotation			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$188,000	\$0
			Estimated Total Project Cost		\$188,000	

ROSEWOOD ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2021			Renovating: Apply Bell/Fire Alarm Systems to the entire facility ROSEWOOD ELEMENTARY.	84,042	0	\$100,000	\$1	\$0
Renovation 2019	4	3	Renovating: Apply Floor Cover, Electrical, Retrofit for Technology to Room 101 (1000 NSF)	1,000	0	\$88,000	\$88	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: SEBASTIAN ELEMENTARY
Address: 400 COUNTY ROAD 512, SEBASTIAN

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	ELEMENTARY	ELEMENTARY
Low Grade	PRE-K E S E	PRE-K E S E
High Grade	GRADE 5	GRADE 5
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	637	0	637
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	637	0	637
Utilization Factor	100%		100%
School Capacity	637		637
COFTE Student Membership	509		470
Survey Annotation	Remodeling to provide single point of entry		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$127,380	\$344,000	\$0
			Estimated Total Project Cost		\$471,380	

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

SEBASTIAN ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2019	17	2	Removed NSF (965), Added NSF (948), Difference NSF (17), Percent (1.76%), Removed Stations (0), Added Stations (0) Remodeling: Adding 1 unit of ASSISTANT PRINCIPAL/OTHER OFFICE (175 NSF), 1 unit of SECRETARIAL SPACE (158 NSF), 1 unit of RECEPTION AREA (540 NSF), 1 unit of INSIDE CIRCULATION (75 NSF) and Removing Room 201 (171 NSF), Room 202 (390 NSF), Room 203 (404 NSF)	-965	0	\$127,380	\$132	\$0
Renovation 2021			Renovating: Apply HVAC Systems, Bell/Fire Alarm Systems to the entire facility SEBASTIAN ELEMENTARY.	85,825	0	\$344,000	\$4	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: SEBASTIAN RIVER MIDDLE
Address: 9400 COUNTY ROAD 512, SEBASTIAN

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	MIDDLE	MIDDLE
Low Grade	GRADE 6	GRADE 6
High Grade	GRADE 8	GRADE 8
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	1,119	0	1119
Reloc. Stations	154	0	154
Mod. Stations	0	0	0
Total Stations	1,273	0	1273
Utilization Factor	90%		90%
School Capacity	1,145		1145
COFTE Student Membership	973		933
Survey Annotation	Remodeling and addition to administration to create a single point of entry. Remodeling and addition to food service to expand. Other site improvements = resurface PE hardcourts		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$225,000	\$842,415	\$5,000,000	\$713,160
Estimated Total Project Cost					\$6,780,575	

SEBASTIAN RIVER MIDDLE	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
New Construction 2019			New Construction: Adding 1 unit of RECEPTION AREA (489 NSF)	489	0	\$102,690	\$210	\$0
New Construction 2023			New Construction: Adding 1 unit of DINING AREA (2907 NSF)	2,907	0	\$610,470	\$210	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

SEBASTIAN RIVER MIDDLE	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2023	15	1	Removed NSF (7051), Added NSF (7051), Difference NSF (0), Percent (0%), Removed Stations (0), Added Stations (0) Remodeling: Adding 1 unit of DINING AREA (1673 NSF), 1 unit of KITCHEN & SERVING AREA (5038 NSF), 1 unit of INSIDE CIRCULATION (100 NSF), 1 unit of STUDENT RESTROOM (MALE) (60 NSF), 1 unit of STUDENT RESTROOM (FEMALE) (60 NSF), 1 unit of PUBLIC USE RESTROOM (MALE) (60 NSF), 1 unit of PUBLIC USE RESTROOM (FEMALE) (60 NSF) and Removing Room 207 (2682 NSF), Room 207A (261 NSF), Room 302A (27 NSF), Room 303A (28 NSF), Room 710 (87 NSF), Room 711 (72 NSF), Room 712 (276 NSF), Room 712A (88 NSF), Room 713 (600 NSF), Room 714 (497 NSF), Room 714A (27 NSF), Room 714B (27 NSF), Room 715 (497 NSF), Room 716 (426 NSF), Room 717 (144 NSF), Room 718 (1288 NSF), Room 719A (24 NSF)	7,051	0	\$740,355	\$105	\$0
Remodeling 2019	15	1	Removed NSF (972), Added NSF (972), Difference NSF (0), Percent (0%), Removed Stations (0), Added Stations (0) Remodeling: Adding 1 unit of SECRETARIAL SPACE (158 NSF), 1 unit of GENERAL SCHOOL STORAGE (564 NSF), 1 unit of INSIDE CIRCULATION (250 NSF) and Removing Room 300 (972 NSF)	972	0	\$102,060	\$105	\$0
Renovation 2020			Renovating: Apply HVAC Systems, Bell/Fire Alarm Systems to the entire facility SEBASTIAN RIVER MIDDLE.	170,406	0	\$5,000,000	\$29	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: SEBASTIAN RIVER SENIOR HIGH
Address: COUNTY ROAD 510, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	SENIOR HIGH	SENIOR HIGH
Low Grade	GRADE 9	GRADE 9
High Grade	GRADE 12	GRADE 12
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	2,440	0	2440
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	2,440	0	2440
Utilization Factor	95%		95%
School Capacity	2,318		2318
COFTE Student Membership	1,728		2,084
Survey Annotation			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$3,494,775	\$305,550
			Estimated Total Project Cost		\$3,800,325	

SEBASTIAN RIVER SENIOR HIGH	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
New Construction 2020			New Construction: Adding 1 unit of P E GYMNASTICS & DANCE (1050 NSF)	1,050	0	\$305,550	\$291	\$0
Renovation 2021			Renovating: Apply Painting, Plumbing, Restrooms, HVAC Systems, Bell/Fire Alarm Systems to the entire facility SEBASTIAN RIVER SENIOR HIGH.	353,519	0	\$3,245,000	\$9	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

SEBASTIAN RIVER SENIOR HIGH	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2019	21	17	Renovating: Apply Floor Cover, Electrical, Plumbing, Lighting to Room 001 (371 NSF), Room 002 (437 NSF), Room 002A (84 NSF), Room 002B (144 NSF), Room 002C (437 NSF), Room 003 (437 NSF), Room 003A (84 NSF), Room 003B (144 NSF), Room 003C (437 NSF)	2,575	0	\$249,775	\$97	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: STORM GROVE MIDDLE SCHOOL
Address: 6400 57th Street, Vero Beach

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	MIDDLE	MIDDLE
Low Grade	GRADE 6	GRADE 6
High Grade	GRADE 8	GRADE 8
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	1,382	0	1382
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	1,382	0	1382
Utilization Factor	90%		90%
School Capacity	1,243		1243
COFTE Student Membership	922		909
Survey Annotation			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$600,000	\$0
			Estimated Total Project Cost		\$600,000	

STORM GROVE MIDDLE SCHOOL	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2023			Renovating: Apply HVAC Systems to the entire facility STORM GROVE MIDDLE SCHOOL.	167,794	0	\$600,000	\$4	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: SUPPORT SERVICE COMPLEX
Address: 6055 62nd Avenue, Vero Beach

	Existing	Recommended
Capital Outlay Classification	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE
Facility Use	MULTIPLE USE SUPPORT	MULTIPLE USE SUPPORT
Low Grade	DISTRICT SERVICES	DISTRICT SERVICES
High Grade	DISTRICT SERVICES	DISTRICT SERVICES
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	0	0	0
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	0	0	0
Utilization Factor	0%		0%
School Capacity	0		0
COFTE Student Membership	0		0
Survey Annotation			

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

SUPPORT SERVICE COMPLEX	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: TRANSPORTATION DEPARTMENT
Address: 5235 41ST STREET, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE	6 - ANCILLARY RECOMMENDED FOR CONTINUED USE
Facility Use	TRANSPORTATION	TRANSPORTATION
Low Grade	DISTRICT SERVICES	DISTRICT SERVICES
High Grade	DISTRICT SERVICES	DISTRICT SERVICES
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	0	0	0
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	0	0	0
Utilization Factor	0%		0%
School Capacity	0		0
COFTE Student Membership	0		0
Survey Annotation			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$450,000	\$0
Estimated Total Project Cost					\$450,000	

TRANSPORTATION DEPARTMENT	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2021			Renovating: Apply HVAC Systems, Bell/Fire Alarm Systems to the entire facility TRANSPORTATION DEPARTMENT.	25,610	0	\$450,000	\$18	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: TREASURE COAST ELEMENTARY
Address: 8955 85TH STREET, SEBASTIAN

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	ELEMENTARY	ELEMENTARY
Low Grade	PRE-K E S E	PRE-K E S E
High Grade	GRADE 5	GRADE 5
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	637	0	637
Reloc. Stations	0	0	0
Mod. Stations	162	0	162
Total Stations	799	0	799
Utilization Factor	100%		100%
School Capacity	799		799
COFTE Student Membership	633		623
Survey Annotation			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$50,000	\$0
			Estimated Total Project Cost		\$50,000	

TREASURE COAST ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2020			Renovating: Apply Bell/Fire Alarm Systems to the entire facility TREASURE COAST ELEMENTARY.	111,100	0	\$50,000	\$0	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: VERO BEACH ELEMENTARY
Address: 1770 12TH STREET, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	ELEMENTARY	ELEMENTARY
Low Grade	PRE-K E S E	PRE-K E S E
High Grade	GRADE 5	GRADE 5
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	796	0	796
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	796	0	796
Utilization Factor	100%		100%
School Capacity	796		796
COFTE Student Membership	613		581
Survey Annotation			

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$0	\$0	\$298,000	\$0
			Estimated Total Project Cost		\$298,000	

VERO BEACH ELEMENTARY	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2021			Renovating: Apply Bell/Fire Alarm Systems to the entire facility VERO BEACH ELEMENTARY.	110,460	0	\$298,000	\$3	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: VERO BEACH SENIOR HIGH
Address: 1707 16TH STREET, VERO BEACH

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	SENIOR HIGH	SENIOR HIGH
Low Grade	GRADE 9	GRADE 9
High Grade	GRADE 12	GRADE 12
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	3,072	0	3072
Reloc. Stations	0	0	0
Mod. Stations	0	0	0
Total Stations	3,072	0	3072
Utilization Factor	95%		95%
School Capacity	2,918		2918
COFTE Student Membership	2,753		2,867
Survey Annotation	Other = fencing for controlled entry Remodeling of administration of Parcel 1, Freshman Learning Center for single point of entry.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$315,000	\$133,736	\$742,050	\$72,750
Estimated Total Project Cost					\$1,263,536	

VERO BEACH SENIOR HIGH	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
New Construction 2018			New Construction: Adding 1 unit of RECEPTION AREA (250 NSF)	250	0	\$72,750	\$291	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

VERO BEACH SENIOR HIGH	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Remodeling 2019	1	1	Removed NSF (916), Added NSF (916), Difference NSF (0), Percent (0%), Removed Stations (0), Added Stations (0) Remodeling: Adding 1 unit of ASSISTANT PRINCIPAL/OTHER OFFICE (175 NSF), 1 unit of SECRETARIAL SPACE (158 NSF), 1 unit of RECEPTION AREA (263 NSF), 1 unit of INSIDE CIRCULATION (200 NSF), 1 unit of PUBLIC USE RESTROOM (MALE) (60 NSF), 1 unit of PUBLIC USE RESTROOM (FEMALE) (60 NSF) and Removing Room 111 (796 NSF), Room 112 (120 NSF)	916	0	\$133,736	\$146	\$0
Renovation 2021	1	13	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Lighting, Restrooms to Room 300A (121 NSF), Room 300B (121 NSF), Room 301 (1525 NSF), Room 301B (288 NSF), Room 302 (1918 NSF), Room 302B (121 NSF), Room 302D (288 NSF), Room 303 (620 NSF), Room 303B (100 NSF)	5,102	0	\$494,894	\$97	\$0
Renovation 2021	1	18	Renovating: Apply Painting, Floor Cover, Electrical, Plumbing, Lighting, Restrooms to Room 304 (882 NSF), Room 305 (882 NSF), Room 305B (16 NSF), Room 305D (240 NSF), Room 305E (264 NSF), Room 305F (264 NSF)	2,548	0	\$247,156	\$97	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT **Survey:** Survey: 6 - Version: 1 **Status:** Active Pending

District Name: INDIAN RIVER COUNTY SCHOOL DISTRICT
Survey: Number 6 - Version 1
Facility Name: WABASSO SCHOOL
Address: 8895 U S 1, SEBASTIAN

	Existing	Recommended
Capital Outlay Classification	1 - SCHOOL RECOMMENDED FOR CONTINUED USE	1 - SCHOOL RECOMMENDED FOR CONTINUED USE
Facility Use	EXCEPTIONAL STUDENT	EXCEPTIONAL STUDENT
Low Grade	PRE-K E S E	PRE-K E S E
High Grade	GRADE 12	GRADE 12
Comments		

	Existing	Student Stations Added/Reduced(+ or -)	Recommended
Perm. Stations	71	0	71
Reloc. Stations	10	0	10
Mod. Stations	0	0	0
Total Stations	81	0	81
Utilization Factor	100%		100%
School Capacity	81		81
COFTE Student Membership	50		44
Survey Annotation	Other= resurface PE courts.		

New Site Cost	Site Expansion	Site Development	Site Improvement	Remodeling Cost	Renovation Cost	New Construction Cost
\$0	\$0	\$0	\$100,000	\$0	\$2,241,000	\$0
Estimated Total Project Cost					\$2,341,000	

WABASSO SCHOOL	Parcel	Building	Description	Total NSF	Change In Station Count	Calculated Cost	Cost Per NSF	Cost Per Station
Renovation 2018			Renovating: Apply HVAC Systems, Bell/Fire Alarm Systems to the entire facility WABASSO SCHOOL.	37,739	0	\$2,241,000	\$59	\$0

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

DISTRICTWIDE RECOMMENDATIONS

The following recommendations are made on a districtwide basis and include each school or facility where applicable.

1. Correct deficiencies relating to safety to life, health, and sanitation as identified in the comprehensive Safety Inspection Report pursuant to §4.4(1), §5(1), and §5(13), SREF 2014.
2. Necessary modifications for the physically disabled in existing buildings recommended for continued use as provided for in §255.21, F.S.
3. Additional, or replacement of, equipment for existing school buildings recommended for continued use as provided in §2.1(9)(e), SREF 2014.
4. Replacement of roofs at existing facilities as provided in §1.2(55) and §4.1(1)(c), SREF 2014.
5. Provide storage, custodial spaces, and sanitation facilities to serve students, staff, and the general public as provided in §6.1, SREF 2014, and §423.20, FBC.
6. Provide paved auto parking areas pursuant to §5.2(f)10, SREF 2014, and §423.10.2.7, FBC.
7. Purchase sites for educational and ancillary facilities for future use beyond the projection period of this survey pursuant to §1.4, SREF 2014.
8. Retrofit existing schools for technology, which may include the creation, or improvement of, cable distribution points (closets in telephone parlance). Provide “clean power” and convenient access to video, data, and voice signal wiring, the built-in equipment involved in distributing video, data, and voice signals pursuant to §5, SREF 2014. This recommendation does not include new construction, remodeling, or terminal equipment (workstations, terminals, receiving equipment, and similar items).

The cost estimates for these districtwide recommendations are not included in the section on Financing the Proposed Program.

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

Section 4: COFTE

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

ANALYSIS OF STUDENT POPULATIONS

Technique for Predicting COFTE Student Membership Trends

The projection of future student population change is based on empirical evidence of historical trends in the student population; annually, the Office of Economic and Demographic Research (EDR) prepares COFTE enrollment projections. The projections do not include summer school, regular pre-kindergarten, hospital/homebound, or area vocational school adults attending basic and high school classes. The projections are most accurate in counties where growth and migration occur at a reasonably constant and predictable rate and, conversely, are least accurate if major changes in the economy and development of the county occur during the projection period.

Even though the out-year COFTE projections used for a 5-year survey period may be less (or more) than the district anticipates, the annual recalculation of COFTE projections assures that current, accurate data can be inserted into a new survey to guarantee that the most reliable projections are used for facilities planning purposes.

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

ORGANIZATION: 31-INDIAN RIVER COUNTY SCHOOL DISTRICT

SURVEY: Number 6 - Version 1

HISTORY

Year	PK-3	4-8	9-12	PK-12
2018 - 2019	4,366	6,087	4,648	15,100

PROJECTED

Year	PK-3	4-8	9-12	PK-12
2022 - 2023	4,340	5,613	5,008	14,961

ANALYSIS OF CHANGE PROJECTED

PK-3	4-8	9-12	PK-12
-25	-474	361	-139

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

Section 5: Student Membership

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

FACILITY NAME	PK-3 Memb. Proj.	4-8 Memb. Proj.	9-12 Memb. Proj.	PK-3 Memb. In	4-8 Memb. In	9-12 Memb. In	PK-3 Memb. Out	4-8 Memb. Out	9-12 Memb. Out	PK-3 Memb. Reco.	4-8 Memb. Reco.	9-12 Memb. Reco.	Total COFTE	Exist. Satis. Stud. Stat.	Pos. Remo. Sta.	Neg. Remo. Sta.	New Const. Sta.	Total Sta.	Util. Factor	Reco. Capac.	Year-Round Capac.
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Elementary

BEACHLAND ELEMENTARY	276	143	0	0	0	0	0	0	0	276	143	0	419	580	0	0	0	580	1.00	580	696
CITRUS ELEMENTARY	463	234	0	0	0	0	0	0	0	463	234	0	697	892	0	0	0	892	1.00	892	1,070
DODGERTOWN ELEMENTARY	220	117	0	0	0	0	0	0	0	220	117	0	337	584	0	-26	0	558	1.00	558	669
FELLSMERE ELEMENTARY	320	206	0	0	0	0	0	0	0	320	206	0	526	787	0	0	0	787	1.00	787	944
GLENDALE ELEMENTARY	353	191	0	0	0	0	0	0	0	353	191	0	544	774	0	-90	0	684	1.00	684	820
INDIAN RIVER ACADEMY	295	169	0	0	0	0	0	0	0	295	169	0	464	604	0	0	0	604	1.00	604	724
LIBERTY MAGNET	353	174	0	0	0	0	0	0	0	353	174	0	527	666	0	0	0	666	1.00	666	799
OSCEOLA MAGNET	337	170	0	0	0	0	0	0	0	337	170	0	507	557	0	0	0	557	1.00	557	668
PELICAN ISLAND ELEMENTARY	261	121	0	0	0	0	0	0	0	261	121	0	382	654	0	0	0	654	1.00	654	784
ROSEWOOD ELEMENTARY	344	178	0	0	0	0	0	0	0	344	178	0	522	543	0	0	0	543	1.00	543	651
SEBASTIAN ELEMENTARY	321	149	0	0	0	0	0	0	0	321	149	0	470	637	0	0	0	637	1.00	637	764
TREASURE COAST	401	222	0	0	0	0	0	0	0	401	222	0	623	799	0	0	0	799	1.00	799	958
VERO BEACH ELEMENTARY	396	185	0	0	0	0	0	0	0	396	185	0	581	796	0	0	0	796	1.00	796	955

Middle & Junior High

GIFFORD MIDDLE	0	678	0	0	0	0	0	0	0	0	678	0	678	1,136	0	0	0	1,136	0.90	1,022	1,363
OSLO MIDDLE	0	795	0	0	0	0	0	0	0	0	795	0	795	1,140	0	0	0	1,140	0.90	1,026	1,368
SEBASTIAN RIVER MIDDLE	0	933	0	0	0	0	0	0	0	0	933	0	933	1,273	0	0	0	1,273	0.90	1,145	1,527
STORM GROVE MIDDLE SCHOOL	0	909	0	0	0	0	0	0	0	0	909	0	909	1,382	0	0	0	1,382	0.90	1,243	1,658

Senior High

SEBASTIAN RIVER SENIOR	0	0	2,084	0	0	0	0	0	0	0	2,084	2,084	2,440	0	0	0	2,440	0.95	2,318	2,928
VERO BEACH SENIOR HIGH	0	0	2,867	0	0	0	0	0	0	0	2,867	2,867	3,072	0	0	0	3,072	0.95	2,918	3,686

ESE/Alternative

ADULT EDUCATION	0	0	1	0	0	0	0	0	0	0	0	1	1	0	27	0	0	27	1.00	27	32
WABASSO SCHOOL	0	15	29	0	0	0	0	0	0	0	15	29	44	81	0	0	0	81	1.00	81	97

Vocational/Adult

ALTERNATIVE EDUCATION	0	23	27	0	0	0	0	0	0	0	23	27	50	328	60	-98	0	290	1.50	435	435
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EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

FACILITY NAME	PK-3 Memb. Proj.	4-8 Memb. Proj.	9-12 Memb. Proj.	PK-3 Memb. In	4-8 Memb. In	9-12 Memb. In	PK-3 Memb. Out	4-8 Memb. Out	9-12 Memb. Out	PK-3 Memb. Reco.	4-8 Memb. Reco.	9-12 Memb. Reco.	Total COFTE	Exist. Satis. Stud. Stat.	Pos. Remo. Sta.	Neg. Remo. Sta.	New Const. Sta.	Total Sta.	Util. Factor	Reco. Capac.	Year-Round Capac.
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Ancillary

Administration Building	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0	0
ADMINISTRATIVE ANNEX/PRINT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0	0
ADMINISTRATIVE BUILDING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0	0
MAINTENANCE SHOPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0	0
SUPPORT SERVICE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0	0
TRANSPORTATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0	0

	4,340	5,612	5,008	0	0	0	0	0	0	0	4,340	5,612	5,008	14,960	19,725	87	-214	0	19,598		18,972	23,596
	out of	out of	out of																			
	4,340	5,612	5,008																			

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

Section 6: Financial Summary

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

Facility	Site Expansion Cost	Total Site Development Cost	Total Site Improvement Cost	Total Remodeling Cost	Total Renovation Cost	Total New Construction Cost	Overall Totals	Estimated Cost If Year Round School
Elementary								
BEACHLAND ELEMENTARY	\$0	\$0	\$0	\$0	\$407,000	\$0	\$407,000	
CITRUS ELEMENTARY	\$0	\$0	\$0	\$0	\$3,759,263	\$0	\$3,759,263	
DODGERTOWN ELEMENTARY	\$0	\$0	\$0	\$10,388	\$285,612	\$0	\$296,000	
FELLSMERE ELEMENTARY	\$0	\$0	\$0	\$404,316	\$1,250,000	\$207,507	\$1,861,823	\$166,006
GLENDALE ELEMENTARY	\$0	\$0	\$193,020	\$50,000	\$1,175,800	\$717,201	\$2,136,021	\$573,761
INDIAN RIVER ACADEMY	\$0	\$0	\$25,000	\$183,216	\$0	\$198,039	\$406,255	\$158,431
LIBERTY MAGNET	\$0	\$0	\$0	\$0	\$1,343,000	\$0	\$1,343,000	
OSCEOLA MAGNET SCHOOL (NEW)	\$0	\$0	\$0	\$0	\$700,000	\$0	\$700,000	
PELICAN ISLAND ELEMENTARY	\$0	\$0	\$65,000	\$142,956	\$860,000	\$0	\$1,067,956	
ROSEWOOD ELEMENTARY	\$0	\$0	\$0	\$0	\$188,000	\$0	\$188,000	
SEBASTIAN ELEMENTARY	\$0	\$0	\$0	\$127,380	\$344,000	\$0	\$471,380	
TREASURE COAST ELEMENTARY	\$0	\$0	\$0	\$0	\$50,000	\$0	\$50,000	
VERO BEACH ELEMENTARY	\$0	\$0	\$0	\$0	\$298,000	\$0	\$298,000	

Middle & Junior High								
GIFFORD MIDDLE	\$0	\$0	\$0	\$0	\$2,300,000	\$0	\$2,300,000	
OSLO MIDDLE	\$0	\$0	\$0	\$249,060	\$10,643,150	\$0	\$10,892,210	
SEBASTIAN RIVER MIDDLE	\$0	\$0	\$225,000	\$842,415	\$5,000,000	\$713,160	\$6,780,575	\$570,528
STORM GROVE MIDDLE SCHOOL	\$0	\$0	\$0	\$0	\$600,000	\$0	\$600,000	

Senior High								
SEBASTIAN RIVER SENIOR HIGH	\$0	\$0	\$0	\$0	\$3,494,775	\$305,550	\$3,800,325	\$244,440
VERO BEACH SENIOR HIGH	\$0	\$0	\$315,000	\$133,736	\$742,050	\$72,750	\$1,263,536	\$58,200

ESE/Alternative								
ADULT EDUCATION	\$0	\$0	\$0	\$292,000	\$0	\$0	\$292,000	
WABASSO SCHOOL	\$0	\$0	\$100,000	\$0	\$2,241,000	\$0	\$2,341,000	

Vocational/Adult								
ALTERNATIVE EDUCATION CENTER	\$0	\$0	\$0	\$1,793,628	\$650,000	\$0	\$2,443,628	

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

Survey:

Status:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey: 6 - Version: 1

Active Pending

Facility	Site Expansion Cost	Total Site Development Cost	Total Site Improvement Cost	Total Remodeling Cost	Total Renovation Cost	Total New Construction Cost	Overall Totals	Estimated Cost If Year Round School
Ancillary								
Administration Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ADMINISTRATIVE ANNEX/PRINT SHOP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ADMINISTRATIVE BUILDING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MAINTENANCE SHOPS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUPPORT SERVICE COMPLEX	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRANSPORTATION DEPARTMENT	\$0	\$0	\$0	\$0	\$450,000	\$0	\$450,000	\$450,000
Total	\$0	\$0	\$923,020	\$4,229,095	\$36,781,650	\$2,214,207	\$44,147,972	\$1,771,366

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

Section 7: Long Range Planning Summary

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

Five Year Survey - Ten Year Capacity

INDIAN RIVER COUNTY SCHOOL DISTRICT

6/4/2018

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K - 12 programs for the future 5 years beyond the 5-year district facilities work program.

No items meet the criteria.

Five Year Survey - Ten Year Infrastructure

INDIAN RIVER COUNTY SCHOOL DISTRICT

6/4/2018

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 6 thru 10 out years (Section 28).

Not Specified

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 6 thru 10 out years (Section 29).

Not Specified

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

Five Year Survey - Ten Year Maintenance

INDIAN RIVER COUNTY SCHOOL DISTRICT

6/4/2018

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6 - 10 beyond the projects plans detailed in the five years covered by the work plan.

No items match the criteria.

Five Year Survey - Ten Year Utilization

INDIAN RIVER COUNTY SCHOOL DISTRICT

6/4/2018

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual FISH Capacity	Actual COFTE	Actual Utilization	Actual new Student Capacity to be added/removed	Projected COFTE	Projected Utilization
Elementary - District Totals	11,266	11,266	7,036.35	62.46 %	0	0	0.00 %
Middle - District Totals	5,645	5,078	3,514.67	69.21 %	0	0	0.00 %
High - District Totals	7,910	7,514	4,481.45	59.64 %	0	0	0.00 %
Other - ESE, etc	434	434	99.72	22.98 %	0	0	0.00 %
	25,255	24,292	15,132.19	62.29 %	0	0	0.00 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

Five Year Survey - Twenty Year Capacity

INDIAN RIVER COUNTY SCHOOL DISTRICT

6/4/2018

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K - 12 programs for the future 11 - 20 years beyond the 5-year district facilities work program.

No items match the criteria.

Five Year Survey - Twenty Year Infrastructure

INDIAN RIVER COUNTY SCHOOL DISTRICT

6/4/2018

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in the 11 through 20 out years (Section 28).

Not Specified

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 through 20 out years (Section 29).

Not Specified

EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District:

31-INDIAN RIVER COUNTY SCHOOL DISTRICT

Survey:

Survey: 6 - Version: 1

Status:

Active Pending

Five Year Survey - Twenty Year Maintenance

INDIAN RIVER COUNTY SCHOOL DISTRICT

6/4/2018

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11 - 20 beyond the projects plans detailed in the five years covered by the work plan.

No items match the criteria.

Five Year Survey - Twenty Year Utilization

INDIAN RIVER COUNTY SCHOOL DISTRICT

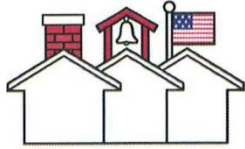
6/4/2018

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual FISH Capacity	Actual COFTE	Actual Utilization	Actual new Student Capacity to be added/removed	Projected COFTE	Projected Utilization
Elementary - District Totals	11,266	11,266	7,036.35	62.46 %	0	0	0.00 %
Middle - District Totals	5,645	5,078	3,514.67	69.21 %	0	0	0.00 %
High - District Totals	7,910	7,514	4,481.45	59.64 %	0	0	0.00 %
Other - ESE, etc	434	434	99.72	22.98 %	0	0	0.00 %
	25,255	24,292	15,132.19	62.29 %	0	0	0.00 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.



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

MEMORANDUM

DATE: June 26, 2018

TO: Dr. Mark Rendell, Superintendent
Jon Teske, Assistant Superintendent of Operations
Carter Morrison, Assistant Superintendent for Finance
& Employee Services

FROM: Nicholas Westenberger
Director of Facilities Planning & Construction

SUBJECT: Approval to Increase Spending Authority with Trane USA Inc. for Fiscal Year 17/18

Approval to Increase Purchase Order Spend Authority to Trane USA Inc. for HVAC Equipment and Services - Mr. Teske

On August 8, 2017, the School Board at its regularly scheduled Business Meeting approved the Superintendent's request under Action Item E, for the purchase order spending authority of \$1,000,000 to Trane USA Inc. on the list of routine recurring vendors that provide services to the School District. A spending authority increase in the amount of \$200,165 is necessary to complete the Chiller Replacements projects budgeted in fiscal year 2017/18. Please see attached backup. Superintendent recommends approval.

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

Trane USA Expenditures/Encumbrances Through May 31st, 2018

V080064	Trane (TCPN #R150502)	Spending Authority	
		\$1,000,000	Approved Action Item E on 8.08.2017
		\$7,465	Expenditures through 5.31.2018
		\$984,245	Encumbrances through 5.31.2018
		\$991,710	Total Expenditures and Encumbrances
PO Number	Date	Amount	HVAC Equipment & Services
01800203	07.01.2017	\$4,827	Blanket for Service Calls Physical Plant
01801844	09.15.2017	\$3,138	Replace Gas Pump Solenoid – Storm Grove/JA Thompson Administrative Offices
01802145	10.09.2017	\$4,450	Repair Leak on Trane Water Cooled Chiller - Dodgertown
01803424	02.06.2018	\$191,888	Relocation of Owner Supplied Chiller - Glendale
01803468	02.12.2018	\$367,270	Removal/Replacement of Air Terminal Units – Sebastian High School
01803469	02.12.2018	\$32,974	Equipment VAV Variable Air Volume Terminals – Sebastian High School
01803687	02.28.2018	\$98,764	Air-Cooled Helical Rotary Chiller – Oslo Middle
01803688	02.28.2018	\$119,105	Air-Cooled Helical Rotary Chiller – Liberty Magnet
01803689	02.28.2018	\$73,829	Air-Cooled Scroll Chiller – Fellsmere Elementary
01803690	02.28.2018	\$95,465	Services – Demo of Existing Chiller/Installation of New Chiller – Liberty Magnet
	Total Through 05.31.2018	\$ 991,710	
	Remaining Authority	\$ 8,290	

Trane USA Estimated Additional Expenditures Through June 30th, 2018

Estimated Additional Expenditures Through June 30th 2018	Amount	Locations	Budget
Services – Demo of Existing Chiller/Installation of New Chiller	\$96,560	Oslo Middle	Oslo Chiller Replacement
Services – Demo of Existing Chiller/Installation of New Chiller	\$103,605	Fellsmere Elementary	Fellsmere Chiller Replacement
Total Estimated Additional Expenditures Through June 30th 2018	\$200,165		

E. Approval of Recurring Vendors – Mr. Morrison

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

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

RECURRING VENDORS FROM 06 13 17

Vendor Number	Vendor Name	2017/18 Purchase Order/ Spend Authority Requested	2016/17 Purchase Order/ Spend Authority Requested	7/01/16 to 06/12/17 P.O.s Issued/ Spend	Category	Bid/RFP/Contract or Piggyback Reference or Bid Exempt
V090359	1ST FIRE AND SECURITY INC	\$ 225,000.00	\$ 195,000.00	\$ 192,289.39	Fire Alarms - inspections, testing, repairs	St. Lucie County Bid #14-043
V081198	ADVANCED PLACEMENT PROGRAM	\$ 160,000.00	\$ 140,000.00	\$ 142,201.00	Instructional Materials	6A-1.012(15) Exempt
V080053	AFLAC	\$ 156,200.00	\$ 136,200.00	\$ 129,160.00	Benefits	6A-1.012(15) Exempt
V101900	AMERIGAS	\$ 325,000.00	\$ 325,000.00	\$ 275,000.00	LP Fuel	Broward Co. Schools Bid #15-024R
V085007	CDW GOVERNMENT LLC	\$ 900,000.00	\$ 900,000.00	\$ 863,244.52	Technology Equipment and Software	NJPA Contract #100614
V013080	CITY OF VERO BEACH UTILITIES	\$ 1,600,000.00	\$ 2,350,000.00	\$ 1,443,178.72	Utilities	Bid Exempt
V080054	CONSECO HEALTH INS CO	\$ 164,800.00	\$ 164,800.00	\$ 120,030.64	Employee Benefits	6A-1.012(15) Exempt
V099396	DAVIS VISION INC	\$ 155,000.00	\$ 155,000.00	\$ 129,014.03	Employee Benefits	6A-1.012(15) Exempt
V099393	DELTA DENTAL INSURANCE CO	\$ 1,380,400.00	\$ 1,380,400.00	\$ 1,170,943.94	Employee Benefits	6A-1.012(15) Exempt
V088974	EE&G ENVIRONMENTAL SERVICES	\$ 120,000.00	\$ 200,000.00	\$ 105,673.48	Environmental Services	Brevard Co. RFP #14-P-079-DR
V101504	FAMOSO INC dba MANPOWER	\$ 150,000.00	\$ 200,000.00	\$ 130,634.00	Substitute Custodians	FL State Alt. Contr #3141800-14-ACS
V089969	FIRST FINANCIAL ADMINISTRATORS	\$ 115,200.00	\$ 115,200.00	\$ 76,819.68	Employee Benefits	6A-1.012(15) Exempt
V023780	FLORIDA POWER & LIGHT COMPANY	\$ 2,696,200.00	\$ 2,696,200.00	\$ 2,258,815.79	Utilities	Bid Exempt
V023900	FLORIDA SCHOOL BOOK DEPOSITORY	\$ 1,719,141.88	\$ 1,719,141.88	\$ 884,853.41	Instructional Materials and Supplies	6A-1.012(15) Exempt
V024025	FLORIDA TRANSPORTATION SYSTEMS	\$ 1,150,000.00	\$ 1,244,500.00	\$ 1,050,944.81	School Buses / Parts & Inventory	DOE BID #2017-01
V086509	GRAINGER	\$ 125,000.00	\$ 125,000.00	\$ 82,018.85	MRO Parts	FL State Contract #450-000-11-ACS
V084279	HEINEMANN	\$ 170,000.00	NA	\$ 165,048.52	Instructional Materials and Supplies	6A-1.012(15) Exempt
V070618	INDIAN RIVER COUNTY SHERIFFS	\$ 540,000.00	\$ 538,985.00	\$ 539,015.00	School Resource Officers / Other Services	Board Approved Agreement 06/14/16
V032740	INDIAN RIVER COUNTY UTILITIES	\$ 275,200.00	\$ 275,200.00	\$ 241,204.57	Utilities	Bid Exempt
V099209	INDIAN RIVER STATE COLLEGE	\$ 410,000.00	\$ 391,338.51	\$ 391,338.51	Dual Enrollment / Text Books	6A-1.012(15) Exempt
V086879	INTERNATIONAL BACCALAUREATE	\$ 100,000.00	\$ 100,000.00	\$ 85,736.00	Instructional Materials and Supplies	6A-1.012(15) Exempt
V040546	M&B PRODUCTS	\$ 250,000.00	\$ 225,000.00	\$ 192,432.93	Juice	Palm Beach Co. Schools ITB #15C-34D
V082781	MARTIN FENCE	\$ 100,000.00	\$ 250,000.00	\$ 94,338.40	Fencing	Town of Davie B-12-76
V101301	NATIONAL EMPLOYEE BENEFIT	\$ 1,300,000.00	\$ 938,100.00	\$ 1,284,270.57	Employee Benefits	6A-1.012(15) Exempt
V086490	PORT CONSOLIDATED	\$ 150,000.00	\$ 230,000.00	\$ 127,945.64	Fuel Unleaded & Diesel	City of PSL Co-Op Bid #20130038
V090306	PRESIDIO NETWORKED SOLUTIONS	\$ 500,000.00	\$ 700,000.00	\$ 338,652.16	Technology Equipment and Software	FL St. Contr #43220000-WSCA-14-ACS*
V099196	REGIONS BANK	\$ 7,000,000.00	\$ 7,000,000.00	\$ 6,757,575.83	Credit card payments	Bid Exempt
V099275	ROBERT ERNESTON PRODUCE	\$ 250,000.00	\$ 250,000.00	\$ 229,658.40	Produce	Palm Beach Co. Schools ITB 15C-33D
V057921	SCERMP PC	\$ 2,401,100.00	\$ 2,401,100.00	\$ 2,381,948.00	Insurance Services	6A-1.012(15) Exempt
V089275	STANDARD INSURANCE COMPANY	\$ 550,000.00	\$ 900,000.00	\$ 513,780.59	Employee Benefits	6A-1.012(15) Exempt
V080064	TRANE	\$ 1,000,000.00	\$ 1,280,000.00	\$ 717,578.00	HVAC	TCPN #R150502
V087664	UNITED DATA TECHNOLOGIES INC	\$ 800,000.00	\$ 800,000.00	\$ 712,775.00	Technology Equipment and Software	FL St. Contr #43211500-WSCA-15-ACS*
V100088	UNUM LIFE INSURANCE COMPANY	\$ 300,000.00	\$ 262,600.00	\$ 290,291.85	Employee Benefits	6A-1.012(15) Exempt
V090538	US FOODS INC (P.O.W.E.R.B.U.Y.)	\$ 2,250,000.00	\$ 2,250,000.00	\$ 2,116,089.00	Food & Non-Food Cafeteria Items	Oceola Co. Schools Bid C-14-0508-LH

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

THIS AGREEMENT, entered into this 26th of June, 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 **Kempfs' Site Development, Inc.** (Legal Name of Contracting Party/Organization) hereinafter referred to as the "**CONTRACTOR**", is as follows:

1. SCOPE OF WORK

Nature of Contracted Services: Project to include all material and labor for the Alternative Education Campus Bus Loop as per proposal.

Nature of Contracted Services: Furnish material and labor for bus loop at the relocated Alternative Education Campus site to include removal of existing asphalt/base and backfill with clean fill, remove existing sidewalk, bus loop base, new sidewalks, extruder curb (6"x18") and flume, bus loop paving, parking lot leveling/overlay, striping and signs (paint only), cones to block off work area, Bahia sod, butt joint tie in per plan, testing, survey and asbuilts as per attached proposal dated May 14, 2018.

Anticipated Outcome of Contracted Services: Furnish material and labor for bus loop at the relocated Alternative Education Campus site to include removal of existing asphalt/base and backfill with clean fill, remove existing sidewalk, bus loop base, new sidewalks, extruder curb (6"x18") and flume, bus loop paving, parking lot leveling/overlay, striping and signs (paint only), cones to block off work area, Bahia sod, butt joint tie in per plan, testing, survey and asbuilts as per attached proposal dated May 14, 2018.

Location of Contracted Service: Alternative Education Center, 1426 18th Street, Vero Beach, FL 32960

Date(s)/Hours of Service: As needed – Scheduled TBD

2. TERM OF AGREEMENT -

The **Contractor** shall commence performance of the Agreement on the 27th day of June, 2018, and shall complete performance to the satisfaction of the Superintendent no later than the 1st day of August, 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 \$85,727.00 (\$74,545.00 - Proposal Amount (attached), plus \$11,182.00 - Owner Added Contingency)** which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

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

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

5. REGULATIONS & ORDINANCES

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

6. GOVERNING LAW; VENUE

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

7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

8. DUTY TO DEFEND

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

9. CANCELLATION / TERMINATION

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

10. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

11. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

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

12. PATENTS, COPYRIGHTS AND ROYALTIES

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

including its use by the **School Board**. If **Contractor** uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

13. BACKGROUND SCREENING REQUIREMENTS

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

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

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

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

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

14. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

As per **School Board** Rule 1113, it is the policy that no District officer or employee, including but not limited to, **Board** members, administrators, instructional staff members, or support staff members, shall have or hold

any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

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

15. COMPLIANCE WITH BOARD POLICIES

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

16. ASSIGNMENT

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

17. DEBARMENT

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

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

18. DAVIS-BACON ACT LABOR STANDARDS

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

19. CONDUCT WHILE ON SCHOOL PROPERTY

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

20. NO WAIVER

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

21. NON-DISCRIMINATION

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, or national or ethnic origin.

22. NO TAXES

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

23. WRITTEN NOTICE DELIVERY

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

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

Contractor/Vendor Kempfs' Site Development, Inc.
Contact's Name/Title Attn: Mr. Dennis Kempf
Address: 2676 50th Avenue
Vero Beach, FL 32966

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

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

With a copy to:

Department Facilities Planning & Construction
 Department Director Attn: Nicholas Westenberger, Director
 Address: 6055 62nd Avenue
Vero Beach, FL 32967

And a copy to:

Department Purchasing
 Department Director Attn: Jeff Carver, Director
 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.

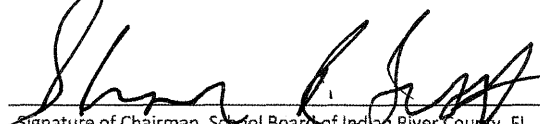
VENDOR/CONTRACTOR

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

Kempfs' Site Development, 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

Dennis J. Kempf, Sr.
Printed Name of Vendor/Contractor

Mr. Shawn R. Frost
Printed Name of Chairman, School Board of Indian River County, FL

05/17/2018
Date

6/26/18
Date

2676 50th Avenue
Address

6500 57th Street
Address

Vero Beach, FL 32966

Vero Beach, FL 32967

772-569-4827/772-564-7021

TELEPHONE / FAX NUMBER
kempfsite@aol.com

CONTACT EMAIL ADDRESS

FEIN (BUSINESS) 27-1977556

SS# (INDIVIDUAL) _____



Proposal

Kempfs' Site Development, Inc.

2676 50th Avenue, Vero Beach, FL 32966

Tel (772)569-4827 * Fax (772)564-7021

kempfsite@aol.com

Date: May 14, 2018	Proposal No.: 1731
Name: SDIRC (Richard Huff)	Job Name: Alternative Ed Campus
Contact Info:	Job Info.: SDIRC FLC Bus Loop (1426 19th Street)

DESCRIPTION	Quantity	Unit Value	Amount
Remove existing asphalt/base & backfill with clean fill			\$10,500.00
Remove existing curb/sidewalk			\$1,400.00
Bus Loop base			\$6,300.00
New Sidewalks			\$9,400.00
Extruder Curb (6"x18") & flume			\$10,880.00
Bus Loop paving			\$10,740.00
Parking lot leveling/overlay			\$10,425.00
Striping & Signs (paint only)			\$2,100.00
Cones to block off work area			\$800.00
Bahia sod			\$2,800.00
Butt joint tie in per plan			\$2,800.00
Testing			\$700.00
Survey & asbuilts			\$5,700.00

TOTAL:	\$74,545.00
---------------	--------------------

EXCLUSIONS:

Permits, bonds, SWPPP, monthly inspections, erosion control, clearing, grubbing, layout, fireline, brick pavers, landscaping, irrigation work/repair, electrical work/repair, seed-n-mulch, demucking, unsuitable materials, repairs and/or relocation of any existing utilities, buried and/or unknown objects.

TERMS:

Quantities or lump sum to be agreed upon prior to commencement of work.

NOTES:

Should an extra wide shortage of asphalt mix materials occur, beyond our control; we will not be responsible for price increases and/or impact to the project schedule. All agreements contingent upon strikes, accidents, weather or delayed beyond our control. Proposal is effective for thirty (30) days due to unstable materials and fuel costs.

ACCEPTANCE OF PROPOSAL

The prices, specifications & conditions are satisfactory & are hereby accepted. You are authorized to do the work as specified above.

Authorized Signature: _____

Authorized Signature: _____

(Kempfs' Site Development, Inc.)

**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 June 26, 20 18 between the School Board of Indian River County, Florida and Edlund, Dritenbas, Binkley Architects and Associates, P.A. (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 Sebastian River High School Locker Room. Performance of services will be for Sebastian River High School located at 9001 Shark Boulevard, Vero Beach, Florida 32958.

III. PROJECT CONSTRUCTION BUDGET

The Project Construction Budget as defined in Article 4.1 is \$ 1,400,000.00.

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.

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 **Eighty-Two Thousand, Six Hundred and Thirty Dollars (\$82,630.00)** 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-Nine Thousand, Six Hundred and Thirty Dollars (\$79,630.00)** for Basic Services and an additional **Three Thousand Dollars (\$3,000.00)** 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/Design Development- \$27,870.50**
- b. **Task 2- Construction Documents- \$35,833.50**
- c. **Task 3- Permitting and Bidding- \$ 3,981.50**
- d. **Task 4- Construction Administration- \$11,944.50**
- e. **Reimbursable Expenses- \$3,000.00**

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**

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- **\$NA**
- b. Simultaneous Multiple Projects- **\$NA**

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Approval Date: June 26, 2018

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 Task Assignment.

Edlund, Dritenbas, Binkley Architects and Associates

Name of Firm

Signature

John Binkley
Printed Name

5/31/18
Date

65 Royal Palm Pointe, Suite D
Address

Vero Beach, FL 32960

772-569-4320
Telephone Number

772-569-9208
Fax Number

edbvero@bellsouth.net
Email Address

592229071
FEIN Business

SS# Individual

The School Board of Indian River County FL

Signature of Chairman

Mr. Shawn Frost
Typed/Printed Name of Chairman

6/26/18
Date

6500 57th Street

Vero Beach, FL 32967

RFQ # 12-0-2018JC

Firm's Name Edlund, Dritenbas, Binkley Architects and Associates

Approval Date: June 26, 2018

YEAR	FACL	DP	FND	FUNC	OBJT	PRJ	PRG	AMOUNT
2018	3790	29	379	7400	6801	010	901	1,500,000

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: Edlund, Dritenbas, Binkley Architects and Associates

Email Address: edbvero@bellsouth.net

Phone Number: 772-569-4320

Fax Number: 772-569-9208

RFQ # 12-0-2018JC

Firm's Name Edlund, Dritenbas, Binkley Architects and Associates



**EDLUND · DRITENBAS · BINKLEY
ARCHITECTS AND ASSOCIATES, P.A.**

65 Royal Palm Pointe, Ste D
Vero Beach, FL 32960
Ph: (772) 569-4320 Fax: (772) 569-9208

May 21, 2018

TO: Indian River County School Board
Attn: Nick Westenberger

RE: Proposal for Architectural Services Sebastian River High School
Stadium Locker Room Building
Comm. #040116VB

Dear Sir:

This letter shall serve as our proposal and agreement for the preparation of documents for the above referenced project.

I. SCOPE

The scope of work will be to remodel 4,280 SF of the existing locker room building meeting current codes and provide a 1,000 SF addition. The layout will be similar to the previous floorplan presented at our meeting on May 11, 2018.

II. ARCHITECTS BASIC SERVICES

The Architect shall provide full permit documents for construction to be constructed by subcontractors or general contractor of the Owner's choice. Documents and services provided by the Architect and his employed Civil, Structural, Mechanical, Electrical and Plumbing Engineering sub-consultants will include the following:

- 1) Data collection, additional field verifications, and meetings with Owner.
- 2) Design documents for all improvements.
- 3) Construction documents for completion of new construction.
- 4) Address plan review comments and make revisions as required.
- 5) Assist in obtaining construction bids, bidding administration, addendums as needed.

- 6) Construction administration shall be for periodic construction observations, twice monthly, construction meetings with Owner and G.C., review of pay applications and any changes in the work. A punch list and final inspection will also be done.

III. FEES FOR BASIC SERVICES

EDB Architects fee basis will be 8.93% of \$892,250 anticipated construction cost:

Schematic Design/Design Development	35%	\$27,870.50
Construction Documents	45%	\$35,833.50
Permitting/Bidding Administration	5%	\$3,981.50
Construction Administration	15%	\$11,944.50
Total Fee	100%	\$79,630.00
Reimbursables		\$3,000.00
Grand Total AE Fees		\$ 82,630.00

IV. PAYMENTS TO THE ARCHITECT

The architect shall invoice every two weeks for completed work of the design team as they are incurred. Payments due the architect under this agreement shall bear interest at the rate of 1.5 percent per month commencing 30 days after the date of billing. If payments due the Architect are not received within the 45 days of invoice, the Owner agrees to assume responsibility for the cost of all required collection services, legal fees, mediation services, and court costs, incurred in the interest of collecting these fees. Venue shall lie in Indian River County.

V. ASSUMPTIONS

- A. Utilities are readily available (water, sewer, electric). No offsite modifications will be required.

VI. OWNER'S RESPONSIBILITIES

- A. Your office, by way of the management office, must furnish all available documents and systems data to assist the Architect in familiarizing himself with the existing building and site infrastructure, including, but not limited to; electric, air-conditioning, plumbing systems, and the existing building envelope construction type and areas.
- B. Your office must pay all applicable fees to agencies having jurisdiction over this project.
- C. Owner shall be responsible for all reprographic services for construction documents.

VII. ARCHITECT'S HOURLY RATE SCHEDULE

Principals: John Binkley, Gregory Edlund	\$165.00 per hour
Registered Project Architects	\$125.00 per hour
Intern Architects	\$105.00 per hour
Technical level one - Senior CADD Designer	\$ 85.00 per hour
Technical level two – CADD Designer	\$ 75.00 per hour
Technical level three – CADD Technician	\$ 65.00 per hour
Clerical and Accounting	\$ 50.00 per hour

VIII. ADDITIONAL SERVICES

The following services may be provided when authorized by the Owner. The Owner will compensate the Architect at the rates stipulated in Article V.

- 1) Interior decorating.
- 2) Consultation concerning replacements of any work damaged by fire or other cause during construction.
- 3) Making revisions in drawings, specifications or other documents when such revisions are inconsistent with instruction previously given by the Owner or any agent authorized by the Owner.
- 4) Preparing as built drawings showing significant changes in work during construction or immediately after building completion.
- 5) Providing or attending any board or agency presentation or negotiation at City, County or any permitting agencies having jurisdiction over the project.
- 6) Providing detailed preliminary cost data prior to construction documents.
- 7) Specialized engineering studies and design.
- 8) Security and surveillance systems design, billed at cost plus 15%.
- 9) Special consultants outside the normal mechanical, electrical, and plumbing services, billed at cost plus 15%.
- 10) Additional site visits beyond those stipulated in Article II.

IX. REIMBURSABLE EXPENSES

Any expenses related to additional services due to a change in scope or program will be invoiced, as incurred, to the Owner at the following rates:

- 1) Mileage at \$0.50 per mile.
- 2) In House 24" x 36" prints at \$1.50 each.
- 3) Outsourced printing services; a multiple of 1.15 times direct cost.
- 4) Original computer plots at \$10.00 each.

- 5) Special postage or mailing; a multiple of 1.15 times direct cost.
- 6) Photocopies at \$0.20 per sheet.
- 7) CD's with PDF files of drawings to Owner and Contractors at \$5.00 each.
- 8) Digital Color Renderings at \$2,500.00 each.

X. GENERAL

- A. As an instrument of service, all original documents remain the property of the Architect and may not be reproduced in any form or modified fashion, without the written consent of the Architect.
- B. The Architect shall invoice every two weeks. Invoices will be based on completed work for the services defined in Article I plus any additional services and reimbursable expenses accumulated during that period. Note: Architect's Reimbursable Expenses are listed in Article VI of this agreement.
- C. Regular invoicing will be at two-week intervals. Payments due the Architect under this agreement shall bear interest at the rate of 1.5 percent per month commencing 30 days after the date of billing. If payments due the Architect are not received within 45 days of the date on the invoice, the Owner agrees to assume responsibility for the cost of all required collection services, legal fees, mediation or court costs, incurred in the interest of collecting these fees.
- D. In the event of any delinquent or disputed invoices, the Owner agrees that the Architect and his Professional Consultants may cease all ongoing efforts on the
- E. project until the outstanding invoice is paid or legally adjudicated.
- F. Disputes regarding this agreement shall be settled in the following order of precedence: Party to Party, Mediation, and Legal Adjudication. This agreement can be terminated by either party with (7) seven calendar day's written notice. The Architect and his subcontractors shall be compensated for all work completed up to the date of termination notice, including any reimbursable expenses incurred to the date. Venue shall lie in Indian River County.
- G. The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect, Architect's employees and Architect's consultants make no representation or warranty that every and all conditions will be discovered.
- H. EDB maintains Professional Liability insurance. In recognition of the relative risks, rewards and benefits of the Project to both the Owner and EDB, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of EDB to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate limit of EDB to the Owner shall not exceed \$50,000.00, or EDB's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any liability or cause of action for professional liability however alleged or arising unless otherwise prohibited by the laws of the State of Florida.

Please note: According to Florida Statute 588.0035 an individual employee or agent may not be held individually liable for negligence.

If you have any questions regarding this agreement, please call. Please initiate this agreement and return one copy to the architect to authorize commencement of the project.

Sincerely,



John F. Binkley, A.I.A.
Architect

Date _____

Accepted _____
Owner

C:/Mary/040116VB/Proposal.docx

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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

CHARGING LETTER

June 11, 2018

Ms. Peggy Reumont
1341 Laconia Street
Sebastian, FL 32958

VIA: Certified Mail

Dear Ms. Reumont:

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

I will recommend at the School Board meeting on June 26, 2018, that your employment with the District be terminated effective June 26, 2018. The School Board meeting will be held at the offices of the School Board of Indian River County, 6500 57th Street, Vero Beach, Florida, and the meeting commences at 6:00 p.m.

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

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

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

"Educate and inspire every student to be successful"

Shawn R. Frost
District 1

• Dale Simchick
District 2

• Laura Zorc
District 3

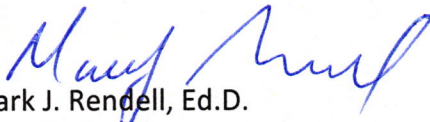
• Charles G. Searcy
District 4

• Tiffany M. Justice
District 5

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

You have the right to obtain representation of your choice to assist you if you should desire representation. You also have such rights as are set out in the Collective Bargaining Agreement with Communication Workers of America regarding your termination from employment. If you have any questions concerning this matter or the procedures that are being followed regarding my recommendation that your employment be terminated, please contact School Board Attorney Suzanne D'Agresta at the law offices of Garganese, Weiss, D'Agresta, & Salzman, P.A., 111 North Orange Avenue, Suite 2000, P.O. Box 2873, Orlando, Florida 32802, or call Mrs. D'Agresta at (407) 425-9566, or have your attorney or other representative contact Mrs. D'Agresta.

Sincerely,



Mark J. Rendell, Ed.D.
Superintendent

Cc: Bruce Green, Assistant Superintendent
Jon Teske, Assistant Superintendent
Dr. Edwina Hudson Suit, PHR, SHRM-CP, Executive Director of Human Resources
Suzanne D'Agresta, School Board Attorney
Jennifer Idlette, Director of Transportation

"Educate and inspire every student to be successful"

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

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

policy

**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY**FINANCES
6840/page 2 of 21 Meetings

2 The audit committee will meet on a quarterly basis and shall, on an annual basis set
3 its schedule for the year. In the case of special circumstances, the audit committee
4 chair may call special meetings as required with proper notice. At least once per
5 year, the audit committee will present a public report to the Board regarding its
6 progress and findings. Audit committee meetings are to be conducted under
7 *Robert's Rules of Order*. In addition, all committee and subcommittee meetings are
8 governed by the Sunshine Law as required by Florida law.

9 F.S. 120.536, 120.54, 120.81, 1001.41, 1001.42(17), 1001.43, 1001.49, 1001.51

10 © NEOLA 2010

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