

**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: August 28, 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**
 - B. Attendance Proclamation**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
 - A. Approval of Minutes – Dr. Rendell**
 - 1. Approval of 2018-07-31 Special Meeting – Tentative Budget/Millage Minutes
 - 2. Approval of 2018-07-31 Special Meeting Pending Litigation Minutes
 - 3. Approval of 2018-08-14 Superintendent's Workshop Minutes
 - 4. Approval of 2018-08-14 Business Meeting Minutes
 - 5. Approval of 2018-08-14 Special Meeting for Pending Litigation Minutes

Superintendent recommends approval.
 - B. Approval of Personnel Recommendations – Dr. Purcell**

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

C. Approval of Master In-service Plan for 2018 - 2019 – Mrs. Dampier

Pursuant to Sections 1011.22, 1012.98, and 1011.62 of the Florida Statutes and Board of Education Rule 6A-5071, each District shall develop and maintain an in-service education and training program for all employees based on an assessment of training needs in the District and local schools. The proposed Master In-service Plan includes areas of focus and a list of training/in-service dates. A copy of the entire plan is available in the Curriculum and Instruction Department. No Cost to the district. Superintendent recommends approval.

D. Approval of Donations – Dr. Rendell

1. Sebastian River High School received a donation in the amount of \$2,000 from the McBee Bar-B-Q Corporation, Inc. The funds will be used to purchase banners, signs, decals, student tee shirts, stickers, spirit items and pins for students; for the celebration of the 25th Anniversary of Sebastian River High School.

Superintendent recommends approval.

E. Approval of Renewed Contracted Services with Redlands Christian Migrant Association (RCMA) – Mrs. Dampier

Redlands Christian Migrant Head Start provides appropriate services for identified students with disabilities ages 3 to 5, who meet the Head Start eligibility criteria. Referral services for these students are provided by the School District and Project Child Find. Renewal Contract is for the 2018-2019 school year. Certificate of Liability Insurance has been approved by Risk Management. This is an ongoing renewal contract with no additional cost to district. Superintendent recommends approval.

VII. ACTION AGENDA

A. Approval of the Renewal of the Dual Enrollment Agreement with Indian River State College for 2018 – 2019 school year – Mrs. Dampier

The Dual Enrollment Agreement between the School District of Indian River County and Indian River State College allows the enrollment of high school students in dual enrollment courses for the school year 2018-2019, 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 Indian River State College (IRSC) 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. Estimated cost to the District is \$525,000, with Indian River State College for the 2018-2019 school year. Superintendent recommends approval.

B. Approval of Work-Based Learning Experience (WBLE) for Transition Students with Disabilities 2018-2019 School Year – Mrs. Pamela Dampier

The purpose of the contract is to create and/or expand Work-Based Learning Experience (WBLE) for transition students with disabilities. WBLE is an instructional methodology that uses the workplace or real work to provide students with the knowledge and skills that will help them connect experiences while in school to real life work activities and future career opportunities, increasing their post-school outcomes. Students participating in WBLE develop appropriate work skills, behaviors, and work tolerance needed to plan for and achieve successful employment after high school. It is essential that direct employer or community involvement be a component of the WBLE to ensure student engagement. These opportunities are meant to engage and motivate students, while augmenting the learning process. In addition, WBLE requires students to actively participate and includes an evaluation of relevant acquired skills. Through the WBLE contract with Vocational Rehabilitation the School District of Indian River County will be able to provide two full time and one part-time Employment Specialist (ES) which will be funded via a vendor reimbursement process based on individual student outcomes; there is not a required fiscal match on the part of the School District. The total budgeted amount is approximately \$255,153.00. In addition, incoming funds based on student outcomes will be used to provide necessary materials and supplies to support the program. Risk Management has approved the insurance. Superintendent recommends approval.

- C. Approval of an Interlocal Agreement between the Indian River County Board of County Commissioners and the School District of Indian River County. – Mr. Teske**
Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities. This agreement permits “public agencies” as defined in Section 163.01(3)(b), to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately. Pursuant to Section 252.38(l)(d), Florida Statutes, during a declared state or local emergency and upon the request of the director of a local emergency management agency the School Board will make available certain school facilities for emergency shelters as well as provide the personnel to staff such shelters. Agreement attached. Superintendent recommends approval.
- D. Approval of Agreement #B2-18-64 for Security Officer Services with Veterans Security Corps of America, Inc - Mr. Teske**
Pursuant to the terms and conditions of Brevard County Piggyback Bid #B2-18-64, the Operations Department is requesting approval of this agreement for a period of one year and to issue purchase orders not to exceed \$62,780.40. The contract period is August 28, 2018 through August 27, 2019. All pricing, specifications, terms, and conditions will in accordance with Brevard County RFP#B2-18-64. Please see attached agreement. Superintendent recommends approval.

E. Approval to issue Purchase Order(s) / Spend authority to Various Vendors for Recurring Expenditures - Mr. Teske

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 2019. 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 2019 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 2019 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 Recommends Approval.

F. Approval of Annual Equity Report for 2017-2018– Dr. Rendell

Approval is requested for the *Annual Equity Report* for 2017-2018 that will be submitted to the Department of Education. Superintendent recommends approval.

G. Ratification of the Joint Plan for Achieving Unitary Status – Dr. Rendell

Over the past several months, representatives of the Indian River County Branch of the NAACP and representatives of the School Board worked collaboratively to negotiate a Joint Plan for achieving full unitary status in the matter styled *Sharpton, et al. v. School Board of Indian River County, FL*, No. 1:64-cv-00721 (S.D. Fla.). As a result of this work, the parties agreed the District has already achieved unitary status in the areas of facilities, non-instructional staff, and administrative staff. The parties agreed to create an Equity Committee to monitor compliance with the balance of the Joint Plan for a period of three (3) years. If at the end of the three (3) year period the District is in compliance with the remaining requirements, the parties agreed the District will be entitled to a declaration of full unitary status in all areas. The School Board is requested to ratify the Joint Plan. Superintendent recommends approval.

VIII. SUPERINTENDENT'S REPORT

- IX. DISCUSSION
No discussion items
- 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>.



School District of Indian River County

Vision: Educate and inspire every student to be successful

Mission: To serve all students with excellence

PROCLAMATION

DESIGNATING THE MONTH OF SEPTEMBER 2018 AS ATTENDANCE AWARENESS MONTH

WHEREAS, chronic absences – missing 10 percent or more of school for any reason including excused and unexcused absences, or just two or three days a month – is a proven predictor of academic trouble and dropout rates; and

WHEREAS, improving attendance and reducing chronic absences takes commitment, collaboration, and tailored approaches to particular challenges and strengths in each community; and

WHEREAS, chronic absences predicts lower third-grade reading proficiency, course failure, and eventual dropout; and it weakens our communities and our local economy; and

WHEREAS, schools and community partners can reach out more frequently to absent students to determine why they are missing school and what would help them attend more regularly; and

WHEREAS, chronic absences can be significantly reduced when schools, parents, and communities work together to monitor and promote good attendance and address hurdles that keep children from getting to school.

NOW, THEREFORE, BE IT PROCLAIMED BY THE DISTRICT SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA that the District School Board designates the month of September 2018 as **“Attendance Awareness Month”**. The District School Board urges the community to commit to focusing on reducing chronic absenteeism to give all children an equitable opportunity to learn, grow, and thrive academically, emotionally, and socially.

Adopted by the District School Board of Indian River County, FL on this 28th day of August, 2018. SIGNED ON BEHALF OF THE DISTRICT SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA BY:

Shawn R Frost , Chairman of District School Board

Laura Zorc

Charles Searcy

Tiffany M. Justice

Dale Simchick

Mark J. Rendell, Ed.D., Superintendent of Schools

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The District School Board of Indian River County met on July 31, 2018, at 5:01 p.m. The Special Meeting – Tentative Budget/Millage 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.

**Special Meeting – 2018/19 Tentative Budget/Millage
Meeting Minutes**

- I. Meeting was called to order by Chairman Frost at 5:01 p.m.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG was led by Chairman Frost
- III. Adoption of the Orders of the Day
Chairman Frost asked if the Board Members would like to move any of the items from Consent to Action. Chairman Frost called for a Motion to Adopt the Orders of the Day. Mrs. Zorc moved approval. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.
- IV. Citizen Input
Constance Peterson – Minority Achievement
- V. Consent Agenda
Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.
 - A. Approval of Personnel Recommendations – Dr. Rendell
- VI. ACTION Agenda
- VII. Purpose of the Public Hearing
Chairman Frost recognized Dr. Rendell to present the Purpose of the Public Hearing. Dr. Rendell presented the Purpose of the Public Hearing along with reviewing some PowerPoint slides on the Millage.
- VIII. Discussion of Millage Rates
Dr. Rendell reviewed some of the material that was provided in the Tentative Budget Book with regards to the proposed millage.

IX. Public Hearing on Millage Rates

Chairman Frost asked Dr. Rendell if he had documented that this public hearing was properly advertised in accordance with State Statutes. Dr. Rendell confirmed he had done so. Chairman Frost asked Dr. Rendell if he had received any written responses to the advertised public hearing. Dr. Rendell confirmed he had not received any. Chairman Frost then invited the public to address this issue at this time. He asked if there were any individuals representing an organization or their own person or public interest who wished to speak. No one responded. The Chairman then concluded the Public Hearing on the Millage Rates. The meeting was reconvened.

X. Approval of Resolution #2019-02 for Adoption of Tentative Millage Rates as Advertised for 6.793 Mills, representing Required Local Effort, Basic Discretionary, Additional Voted Millage and Capital Outlay

Chairman Frost Called for a Motion for the Approval of Resolution #2019-02 for the Adoption of Tentative Millage Rates as Advertised. Mrs. Justice moved approval. Mrs. Simchick seconded the motion. Chairman Frost then recognized Mrs. Esplen for the Roll Call.

Roll Call vote was as follows:

Mrs. Justice	Yes
Mrs. Simchick	Yes
Mrs. Zorc	Yes
Mr. Searcy	Yes
Chairman Frost	Yes

The roll call vote was unanimous in favor of the motion with a 5-0 vote.

Chairman Frost recognize Dr. Rendell. Dr. Rendell read an email to the public that he sent to the Board Members prior to this Business Meeting.

XI. Discussion of Budget

Dr. Rendell reviewed the proposed budget slides with the Board and audience.

XII. Public Hearing on Proposed Budget

Chairman Frost asked Dr. Rendell if he had documented that this public hearing was properly advertised in accordance with State Statutes. Dr. Rendell confirmed he had done so. Chairman Frost asked Dr. Rendell if he had received any written responses to the advertised public hearing. Dr. Rendell confirmed he had not received any. Chairman Frost then invited the public to address this issue at this time. He asked if there were any individuals representing an organization or their own person or public interest who wished to speak.

Citizen Input for Proposed Budget:

Stacey Klim - Spoke with regards to some of the line items of the proposed budget.

The Chairman then concluded the Public Hearing on the Proposed Budget. The meeting was reconvened.

- XIII. Approval of Resolution #2019-03 for Adoption of Tentative Budget as Advertised and Presented at this Hearing, and to Establish Final Public Hearing Date

Chairman Frost called for a Motion for the Approval of Resolution #2019-03 for Adoption of Tentative Budget as Advertised and Presented. Mrs. Justice moved approval. Mr. Frost seconded the motion. Chairman Frost recognized Mrs. Esplen for the Roll Call.

Roll Call vote was as follows:

Mrs. Justice	Yes
Mrs. Simchick	Yes
Mrs. Zorc	Yes
Mr. Searcy	Yes
Chairman Frost	Yes

The roll call vote was unanimous in favor of the motion with a 5-0 vote.

- XIV. Closing Comments

Staff will notify the Property Appraiser of the tentative millage rates and tentative adopted budget. Until the Final Hearing on September 6th, the district will operate within this budget.

Citizen Input for Action B:

Pat Blackburn – Spoke with regards to the Superintendent.

ADDED ITEM:

B. Approval of Consideration of the Renewal Portion of Paragraph IV, as amended, of the Superintendent’s Employment Contract – Mr. Searcy

On or before July 31, 2018, the School Board may by majority vote, decline to employ the Superintendent for the fifth year of this agreement. In the event the School Board does not affirmatively decline the fifth year of the Agreement and the Agreement therefore rolls over, upon terms and conditions mutually agreed upon, then on or before July 31, 2019, and on the same day of each year thereafter in which the contract has rolled over for an additional year, the School Board may decline to renew the Agreement, or any extension thereof, in the same manner as provided herein. Nothing herein will prevent the School Board and the Superintendent from agreeing to an extension of this Agreement for a term in excess of one year. The School board can extend the Superintendent’s Agreement for one or more years beyond July 31, 2019, on terms and conditions, including compensation, to be determined by mutual consent.

Chairman Frost recognized Mr. Searcy. Mr. Searcy read the notice. Chairman Frost called for a motion. Mr. Searcy motioned not to extend the Superintendent’s contract beyond 7/31/2019. There was no second. Chairman Frost stated the motion fails for lack of a second.

XV. Adjournment was at approximately 5:54 p.m.

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 July 31, 2018, immediately following the 5:01 Special Meeting. The Special Meeting for Pending Litigation 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.

Special Meeting for Pending Litigation Minutes

I. Meeting was called to order by Chairman Frost at 5:55 p.m.

II. Purpose

Chairman Frost recognized Mrs. D’Agresta. Mrs. D’Agresta stated the purpose of the meeting was to conduct a Closed Session on Pending Litigation. Those in attendance were:

Shawn R. Frost, Chairman
Charles Searcy, Vice Chairman
Tiffany Justice, Board Member
Dale Simchick, Board Member
Laura Zorc, Board Member
Mark J. Rendell, Ed.D., Superintendent of Schools
Suzanne D’Agresta, Esq., School Board Attorney
Certified Court Reporter
John W. Borkowski, Esq., Husch Blackwell, LLP, litigation counsel (via telephone)

Chairman Frost recessed the meeting at 5:56 p.m.

The Public Meeting was reopened at 7:14 p.m., by Chairman Frost.

III. Public Comment

None

IV. Action Agenda

A. Possible Action on Federal Court Desegregation Order – Chairman Frost.
Chairman Frost stated there was no action to be taken.

V. ADJOURNMENT – Chairman Frost

Meeting adjourned at approximately 7:14 p.m.

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The District School Board of Indian River County met on August 14, 2018, at 1:00 p.m. The Superintendent's Workshop was held in the Joe N. Idlette, Jr. Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Shawn R. Frost, Vice Chairman Charles G. Searcy, and Board Members: Dale Simchick, and Tiffany M. Justice. Laura Zorc was absent. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

Superintendent's Workshop Minutes

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

- II. Purpose of the Workshop
Chairman Frost recognized Dr. Rendell to explain the Purpose of the Workshop. Dr. Rendell reviewed the Presentations and explained the Workshop is to provide the Board Members with information.

- III. Presentations
 - 1.) Health Insurance Plan Update
Dr. Rendell introduced Amy Yeitter, SDIRC Employee Benefits Specialist, Richard Kaufman and Amanda Brook Kross of Aon. Amanda Brook reviewed the PowerPoint presentation with the Board. She and Mr. Kaufman answered all questions from the Board. Chairman Frost and the Board members, the presenters for coming to the workshop.

Chairman Frost called for a five-minute recess at 1:50 p.m. The workshop reconvened at 1:56 p.m.

 - 2.) Recycling Initiative Expansion
Dr. Rendell introduced Robert Michael, Physical Plant Director; Ann Rieben, Custodial Services Coordinator; Himanshu Mehta, Managing Director of County Solid Waste Disposal District; and Stephanie Fonvielle, Recycling Education & Marketing Coordinator – Solid Waste Disposal District. Robert Michael reviewed the PowerPoint slides with the Board members. They also reviewed the proposal of expansion for the rest of the District. All of the Board Members questions were answered and the Board thanked the presenters for their presentation.

- IV. ADJOURNMENT – Chairman Frost
Workshop adjourned at approximately 2:34 p.m.

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The District School Board of Indian River County met on August 14, 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, and Tiffany M. Justice. Laura Zorc was absent. 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 Randy Bryant, from Ryanwood Fellowship of Vero Beach, FL.

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 Mrs. Simchick.
- 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. Mr. Searcy requested to move Consent C to Action. Mrs. Simchick moved approval based on moving Consent C to Action. Mrs. Justice seconded the motion and it carried unanimously, with a 4-0 vote.
- IV. PRESENTATIONS
 - A. Short Video on School Initiatives**
Two videos were shown. One was from the Ribbon Cutting at the Treasure Coast Technical College and the second was from the First Day of School.
- V. CITIZEN INPUT
Constance Peterson – Minority Achievement
Liz Cannon – Health Insurance
- VI. CONSENT AGENDA
Chairman Frost called for a motion. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 4-0 vote. At this time, Dr. Rendell took the opportunity to introduce Rick Bartman, Principal of Wabasso School and Traci Simonton, Director of Food and Nutrition Services. Both came to the podium and spoke briefly.
 - A. Approval of Minutes – Dr. Rendell**
 - 1. Approval of 2018-07-24 Superintendent’s Workshop Minutes
 - 2. Approval of 2018-07-24 Business Meeting Minutes
Superintendent recommends approval.

B. Approval of Personnel Recommendations – Dr. Purcell

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

This item was moved to Action

C. Approval of Agreement with Consulate Health Care 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 Consulate Health Care enables the students to participate in that clinical internship. The Curriculum and Instruction Department recommends approval of a contract with Consulate Health Care 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.

D. Approval of Donations – Dr. Rendell

1. Wabasso School received a donation in the amount of \$1,100 from the Vero Beach Fraternal Order of the Eagles. The funds will be used for purchasing educational materials for the Wabasso School classrooms.

2. Sebastian High School received a donation in the amount of \$1,500 from Affordable Water & Coffee, Inc. The funds will be used to purchase banners, signs, decals, student tee shirts, stickers, spirit items and pins for the Sebastian High School students; for the celebration of the 25th Anniversary of Sebastian River High School. Superintendent recommends approval.

DELETED ITEM:

~~E. Approval of contract agreement between the School Board of Indian River County and LegalShield based on the award of Request for Proposal (RFP) #08-0-2018/JC for Legal Services Plan – Dr. Rendell~~

F. Approval of contract agreement between the School Board of Indian River County and Cigna based on the Award of Request for Proposal (RFP) #05-0-2018/JC for Group Dental Insurance to Cigna – Dr. Rendell

On May 22, 2018 under Action Agenda item “N”, the School Board approved RFP #05-0-2018/JC to Cigna for 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. 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.

G. Approval of contract agreement between the School Board of Indian River County and Cigna based on the award of Request for Proposal (RFP) #10-0-2018/JC for Short Term Disability and Long Term Disability Insurance – Dr. Rendell

On May 22, 2018, the School Board, under Action Agenda item “T”, approved the award of RFP #10-0-2018/JC to Cigna for the provision of Short Term Disability (STD) and Long Term Disability (LTD) insurance 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 employee’s 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. 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.

DELETED ITEM:

~~**H. Approval of Approval of contract agreement between the School Board of Indian River County and Metlife based on the award of Request for Proposal (RFP) #11-0-2018/JC for Group Critical Illness, Cancer and Accident and Sickness Plans – Dr. Rendell**~~

I. Approval of contract agreement between the School Board of Indian River County and THE Standard Life based on the award of Request for Proposal (RFP) #09-0-2018/JC for Group Life, Accidental Death & Dismemberment (AD&D) and Voluntary Life products – Dr. Rendell

On May 22, 2018, the School Board under Action Agenda item “R”, approved the award of RFP #09-0-2018/JC to THE Standard Life for Group Life, Accidental Death & Dismemberment (AD&D) and Voluntary Life products 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. The award was not to be 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

Chairman Frost recognized Mr. Searcy to speak on Consent C. Mr. Searcy made a motion to pull (Correction should show – “POSTPONE”) Consent C – Approval of Agreement with Consulate Health Care for (2018-2020), until a new Certificate of Insurance was in place. Mr. Frost seconded the motion and it carried unanimously, with a 4-0 vote.

A. Approval of Public Hearing Date for Adoption of Revision 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. and approved by the School Board on June 26, 2018. A Public Hearing for the addition of criminal gang-related activity definition, as per Florida Statute 874.03 is being requested. The Public Hearing for this additional language is scheduled to be held during the regular Business Meeting on September 25, 2018. Superintendent recommends approval.

Chairman Frost recognized 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 4-0 vote.

B. Approval of 2018-2019 Title IV Part A Student Support and Academic Enrichment (SSAE) Grant - Mrs. Dampier

The Every Student Succeeds Act (ESSA) reauthorized the Elementary and Secondary Education Act of 1965 (ESEA). The ESEA includes provisions that promote equitable access to educational opportunity, including holding all students to high academic standards. Authorized under subpart 1 of Title IV, Part A of the ESEA, the Student Support and Academic Enrichment (SSAE) program is intended to help meet the objective of ESSA by increasing the capacity of state educational agencies (SEAs), local educational agencies (LEAs), schools and local communities to provide students with access to a well-rounded education, improve safe and healthy school conditions for student learning, and improve the use of technology in order to improve the academic achievement and digital literacy of all students. (ESEA section 4101). The project period is August 30, 2018 through September 30, 2019. District allocation is \$296,398.51. Superintendent recommends approval.

Chairman Frost recognized 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 4-0 vote.

C. Approval of Indian River County 2018-2020 School Health Services Plan – Mrs. Dampier

Section 381.0056, F.S., requires each local Department of Health to develop, in collaboration with the Local School District and School Health Advisory Committee, a School Health Services Plan. This bi-annual plan is required under Chapter 64F-6.002, Florida Administrative Code (F.A.C.). The changes to the Local Implementation Strategies and Activities were incorporated based on Statutory and Program Standard Requirements. Superintendent recommends approval.

Chairman Frost recognized 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 4-0 vote.

D. Approval of Agreement for contracted services for a one year period from December 12, 2018 through December 11, 2019 between AON Consulting, Inc. (AON), and the School Board of Indian River County – Dr. Rendell

On December 8, 2015, Action Agenda J, the School Board approved the award of RFP# 2016-07 to AON Consulting for the provision of Employee Health & Wellness Consulting Services, to assist the District in obtaining competitive bids in the areas of health and wellness benefits; as well as, provide brokerage services for all lines of insurance coverage, assist with plan design, renewal strategies, financial underwriting, financial analysis, and plan communication to staff. In addition, at the same Board Meeting under Action Agenda Item J, the School Board approved the agreement with AON Consulting, Inc., operating as Aon Hewitt for Employee Health and Wellness Benefits Consulting services. Pursuant to the compensation terms and conditions as described in “Exhibit B” of the agreement, compensation to AON is made on a commission basis, except for medical administration which is based on a per contract amount. Superintendent recommends approval.

Chairman Frost recognized 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, with a 3-1 vote. Mr. Searcy voting Nay. There was a brief discussion.

E. Approval of City of Sebastian Police Department School Resource Officer Agreement (SRO) for 2018-2019 – Mr. Teske

In 1995 the District engaged in the first written inter-local cooperative agreement with the Indian River Sheriff's Department to place School Resource Officers (SRO) in District schools. Under Senate Bill 7026 Public Safety Analysis Section 26, *For the protection and safety of school personnel, property, students, and visitors, each district school board and school district superintendent shall partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing any combination of the following options which best meets the needs of the school district.* The proposed agreement is a revision of the current agreement, with the placement two (2) School Resource Officers. This is a cost shared item with SDIRC and the City of Sebastian Police Department. The cost to the District's General Fund is \$42,293.50. Superintendent recommends approval.

Chairman Frost recognized 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 4-0 vote.

DELETED ITEM:

~~**F. Approval of an Interlocal Agreement between the Indian River County Board of County Commissioners and the School District of Indian River County. – Mr. Teske**~~

G. Approval of Modified Statewide Mutual Aid Agreement (SMAA) dated February 26, 2018. – Mr. Teske

The State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency. This agreement serves as a replacement to the previous agreement dated August 20, 2007. Attached is the agreement and SMAA Information Sheet. Superintendent recommends approval.

Chairman Frost recognized 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 4-0 vote.

H. Approval of 2018-2019 Transportation Service Agreement Renewal – Mr. Teske

Attached is the 2018-2019 Transportation Agreement with Kids and Nurses PPEC Center. This agreement includes the use of the District's Transportation Services from school sites to provide therapeutic and nursing services for students identified through IEP. Superintendent recommends approval.

Chairman Frost recognized 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 4-0 vote.

I. Approval of Utility Easement Deed (#2018-EG-229) to the City of Vero Beach for Treasure Coast Technical College – Mr. Teske

Approval is recommended for the attached assignment of a Utility Easement Deed (#2018-EG-229), located on the Treasure Coast Technical College and Gifford Middle School property as described in Exhibit “A”, to be granted to The City of Vero Beach. This Easement is a non-exclusive electric utility easement in perpetuity for utility purposes as described and depicted in Exhibit “A” (Property Description and Sketch of Property Description), including without limitations, the right of ingress, egress and passage by Grantor and its employees, agents, customers, and invitees, over, across, and through the Easement. This Easement further grants the Grantee a general easement for ingress, egress, and regress over and across the driveways, parking, common and open areas of the Property for the purpose of access to and maintenance of any of the Grantee’s improvements. Superintendent recommends approval.

Chairman Frost recognized 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 4-0 vote.

J. Approval of Release of Final Payment to One Call Property Services, Inc. for the Fellsmere Elementary 700 Building HVAC Improvements Project (SDIRC #10-0-02017JC) – Mr. Teske

Approval is recommended for release of Final Payment in the amount of \$29,815.90 to One Call Property Service, Inc. for the Fellsmere Elementary 700 Building HVAC Improvements project. On April 25, 2017, the Board approved the Owner Contractor Construction Agreement (Lump Sum) for the Fellsmere Elementary 700 Building HVAC Improvements project in the amount of \$423,894.00 (\$378,477.00 Contractors Bid Price/\$45,417.00 Owner Added Contingency); with the FINAL construction cost for this project totaling \$399,409.02. The unused portion of the contract totals \$24,484.98. Final payment for this project is being brought to the Board for approval in accordance with Florida Statute 1013.50. The final payment to the contractor consists of the project retainage, which is held until project completion. Superintendent recommends approval.

Chairman Frost recognized 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 4-0 vote.

VIII. SUPERINTENDENT'S REPORT

Dr. Rendell thanked all of the teachers for their hard work and participation last week in the professional training and development. He spoke about the energy of the students and staff, along with he and the District leaders being out at all of the campus' showing their support.

IX. DISCUSSION

No discussion items

X. SCHOOL BOARD MEMBER MATTERS

Each of the Board Members took a moment to speak.

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT'S CLOSING

Nothing further to add.

XIII. ADJOURNMENT was at approximately 6:58 p.m.

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

Anyone who needs a special accommodation 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 August 14, 2018, immediately following the 6:00 p.m. Business Meeting. The Special Meeting for Pending Litigation 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, and Tiffany M. Justice. Laura Zorc called in. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present.

Special Meeting for Pending Litigation Meeting Minutes

I. Meeting was called to order by Chairman Frost at 7:00 p.m.

II. Purpose

Chairman Frost recognized Mrs. D’Agresta. Mrs. D’Agresta stated the purpose of the meeting was to conduct a Closed Session on Pending Litigation. Those in attendance were:

Shawn R. Frost, Chairman
Charles Searcy, Vice Chairman
Tiffany Justice, Board Member
Dale Simchick, Board Member
Laura Zorc, Board Member (via telephone)
Mark J. Rendell, Ed.D., Superintendent of Schools
Suzanne D’Agresta, Esq., School Board Attorney
Certified Court Reporter
John W. Borkowski, Esq., Husch Blackwell, LLP, litigation counsel (via telephone)

Chairman Frost recessed the meeting at 7:01 p.m.

The Public Meeting was reopened at 8:12 p.m., by Chairman Frost.

III. Public Comment

None

IV. Action Agenda

A. Possible Action on Federal Court Desegregation Order – Chairman Frost.
Chairman Frost stated there was no action to be taken.

V. ADJOURNMENT – Chairman Frost

Meeting adjourned at approximately 8:12 p.m.

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CONSENT AGENDA 8/28/18

Personnel Recommendations

1. Instructional Changes
2. Instructional Leaves
Walker, Debroha – Storm Grove Middle, 8/6/18 – 10/31/18
3. Instructional Promotions
4. Instructional Transfers
5. Instructional Separations
Bridge, Lisa – SRHS, entering DROP 11/1/18
Brister, Cynthia – Oslo Middle, entering DROP 8/1/18
Sherrard, Donna – Gifford Middle, entering DROP 1/1/19
6. Instructional Employment
Bailey, Bryan – Oslo Middle, ESE Support Facilitation Teacher 8/13/18
Erpenbeck, Sarah – Storm Grove Middle, Reading Teacher 8/13/18
Koehler, Christina – Treasure Coast Elementary, Title I Resource Teacher
8/16/18
Lomis, Kimberly – ESE District Wide, Speech and Language Pathologist
8/20/18
Maschhoff, Caroline – VBHS, Health Occupations Teacher 8/20/18
**Mosblech, Brian – Treasure Coast Technical College, Welding Teacher
8/27/18**
Pearson, Kayla – Oslo Middle, Title I Resource Teacher 8/15/18
Rogers, Maria – SRHS, Geometry Teacher 8/28/18
Rutherford, Timothy – Oslo Middle, Science Teacher 8/15/18
Schwenke, Rebecca – Sebastian Middle, Foreign Language (Spanish) Teacher
8/6/18
Soares, Alexander – Indian River Academy, Primary Teacher 8/13/18
Sommers, Valery – VBHS, English Teacher 8/23/18
Steinhauer, Chelsea – Sebastian Elementary, ESE VE Teacher 8/23/18
VanAuken, Lori – Rosewood Magnet, Primary Teacher 8/17/18
Williams, Ellen – Sebastian Middle, Science Teacher 8/17/18
Wright, Diane – Gifford Middle, Social Studies Teacher 8/13/18
7. Support Staff Changes
Lewis, Anita – from Storm Grove Middle, Cafeteria Cook (7.5 hour) to Storm
Grove Middle, Cafeteria Worker (5.0 hour) 8/13/18
8. Support Staff Leaves
9. Support Staff Promotions

10. Support Staff Transfers

11. Support Staff Separations

Dozer, Beth – Storm Grove Middle, resignation 8/31/18

Looney, Courtney – Vero Beach Elementary, resignation 8/13/18

12. Support Staff Employment

Armas, Griselda – Glendale Elementary, Pre-K Teacher Assistant 8/27/18

Ausby, Ashley – SRHS, Night Custodian 8/27/18

Bolanos, Reyna – Extended Day, Part-time Child Care Student Worker 8/20/18

**Clemons, Lilly – Extended Day, Part-time Child Care Student Worker
8/24/18**

Cypress, Charles – Vero Beach Elementary, Student Monitor 8/13/18

Dale, Susan – Extended Day, Part-time Child Care Student Worker 8/15/18

Grove, John – Osceola Magnet, Student Monitor (2 hours) 8/13/18

Hearndon, Shayla – Extended Day, Part-time Child Care Student Worker 8/15/18

**Freeman-Roma, Lisa – Treasure Coast Elementary, Cafeteria Monitor
8/27/18**

Minzenmayer, Darian – District, Social Worker (sunset) 8/27/18

Odom, Randy – Indian River Academy, Behavior Technician 8/16/18

Owen, Lenee – SRHS, Theater Tech Student Worker 8/20/18

Patterson, Ataaba – Vero Beach Elementary, ESE Teacher Assistant 8/13/18

Rolle, Nena – Technical Center for Career and Adult Education, Career and
Technical Education Advisor 8/14/18

**Russell, John – Alternative Center for Education, ESE Teacher Assistant
8/21/18**

Santos, Kayla – Extended Day, Part-time Child Care Assistant 8/22/18

White, Debra – Pelican Elementary, Student Monitor (2 hours) 9/4/18

13. Administrative Changes

14. Administrative Leaves

15. Administrative Promotions

16. Administrative Transfers

17. Administrative Separations

18. Administrative Employment

19. Approval of Placement in Instructional Substitute Pool

Barattini, Ashley – Human Resources, Substitute Teacher 8/24/18

Brown, Sandra – Human Resources, Substitute Teacher 8/22/18

Burge, Maritza – Human Resources, Substitute Teacher 8/14/18

Chmil, Alexander – Human Resources, Substitute Teacher 8/27/18

Day, Marianne– Human Resources, Substitute Teacher 8/29/18

Harris, Robert – Human Resources, Substitute Teacher 8/22/18

Hernandez, Jasmine – Human Resources, Substitute Teacher 8/17/18

Hipple, Jennifer – Human Resources, Substitute Teacher 8/22/18

Isler, Kyra – Human Resources, Substitute Teacher 8/17/18

Kirk, Valerie – Human Resources, Substitute Teacher 8/22/18

Kunz, McKenna – Human Resources, Substitute Teacher 8/16/18

Lachowicz, Nicki – Human Resources, Substitute Teacher 8/24/18

McGowan, Lori – Human Resources, Substitute Teacher 8/23/18

Roberts, Jennifer – Human Resources, Substitute Teacher 8/16/18

Shulock, Sandra – Human Resources, Substitute Teacher 8/17/18

Smith, Caricea – Human Resources, Substitute Teacher 8/20/18

Waite, Annette – Human Resources, Substitute Teacher 8/22/18

Wilbert, Aline – Human Resources, Substitute Teacher 8/24/18

Wood, Nancy – Human Resources, Substitute Teacher 8/16/18

20. Approval of Placement in Support Staff Substitute Pool

Anderson, Jasmine – Transportation, Substitute Bus Assistant 8/27/18

Barattini, Ashley – Human Resources, Substitute Teacher Assistant 8/24/18

Clark, Ola – Transportation, Substitute Bus Assistant 8/22/18

Contrera, Louise – Human Resources, Substitute Teacher Assistant 8/27/18

Crain, Redina – Student Services, Substitute Health Assistant 8/24/18

Dozer, Beth – Student Services, Substitute Health Assistant 9/4/18

Lomax, Donie – Transportation, Substitute Bus Assistant 8/24/18

Lydick, Audra – Human Resources, Substitute Teacher Assistant 8/20/18

Smith, Lehatta – Transportation, Substitute Bus Assistant 8/17/18

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SCHOOL DISTRICT OF INDIAN RIVER COUNTY
MASTER INSERVICE PLAN
2018-19

SECTION 1: INTRODUCTION

The School District of Indian River County’s Master In-service Plan is part of a comprehensive system focused on improving student performance. This plan provides a framework for continuing growth in the Knowledge, Attitudes, Skills, Attributes and Behaviors of all district employees. This continuous improvement model will ensure that the students in the School District of Indian River County receive effective instruction that meets their academic needs.

Through the implementation of the Master In-service Plan, the School District of Indian River County will continue to raise the knowledge and skill level of all employees and ensure that highly qualified teachers are available to meet instructional needs. Quality professional development provides the necessary sustained support for all education professionals as they strive to improve their knowledge, skills, and performance.

SECTION 2: RATIONALE

The mission of the School District of Indian River County is “to serve all students with excellence.” The Professional Development Department supports this mission through comprehensive professional development offerings for the entire school community. This professional development enhances educators’ ability to provide stimulating, research-based educational activities that encourage and motivate students to become active learners and achieve at the highest academic levels.

Lezotte, Schmoker, and Dufour established that effective use of data throughout the community of learners is required to accomplish this vision of high academic achievement for all students. Research-based models of professional development, including coaching models, professional learning communities, reflective practice using Professional Growth Plans and action research enhance effectiveness of the offerings.

The Professional Growth Plan (PGP) is critical to supporting growth and learning. PGPs serve as blueprints that guide educators’ ongoing learning and skill-building. The PGP process allows an educator to individualize their professional growth based on his or her strengths and areas for development through self-reflection and feedback.

Commitment to high-quality professional development embedded in school improvement has important implications for the content, process, and context of professional development activities. The Master In-service Plan is based upon the National Staff Development Council’s Standards for Professional Development. Florida’s Professional Development Evaluation Protocol provides methods and processes for ongoing assessment of professional development in this district.

The Master In-service Plan fulfills the requirements of Florida Statutes 1011.22, 1012.98 and 1011.62, and Board of Education Rule 6A-5071 by detailing a Professional Development System that includes:

- alignment with student and employee needs, determined through multiple data sources;
- professional development activities focused on professional growth in standards- based instruction, reading, subject content, classroom management, technology, family involvement and

- school safety, and teaching methods for state standards, assessment and data analysis;
- professional development for school administrators that addresses instructional leadership and effective school management; and
- A Professional Growth Plan (PGP) that specifically relates professional learning to professional growth based on strengths and areas for development through self-reflection and feedback, and student achievement data. The PGP clearly defines professional development opportunities, and addresses measurable improvements in student achievement resulting from training activities.

SECTION 3: MANAGEMENT

Michael Fullen identifies a major impediment to authentic change as “the presence of too many disconnected, episodic, piecemeal and superficially adorned projects (2001, p.109).” In other words, to impact student achievement, professional development must be ongoing and focused on a common vision of professional growth. Guided by this understanding, the School District of Indian River County has clearly defined the following professional development roles and responsibilities for district- level staff, school-based leadership, and all employees. In carrying out these responsibilities, each group will contribute to this common vision.

Role of the District

The responsibility for the management of professional development activities in the School District of Indian River County lies primarily with the Curriculum and Instruction Department. The Curriculum and Instruction Department works collaboratively with administrators, teachers, and other stakeholders to identify their needs and is responsible to:

- develop and annually review the Master In-service Plan;
- coordinate planning, implementing, monitoring, evaluating and reporting of:
 - professional development needs identified by district surveys and school improvement plans;
 - professional development activities for school administrative personnel that address instructional leadership and school management;
 - professional development components focused on subject content and teaching methods as related to state standards, assessment and data analysis, classroom management, technology, school safety, and family involvement;
 - master list of professional development opportunities offered in the district;
 - verified records of participation in professional development activities related to approved in-service components;
 - professional development initiatives that are aligned with Florida’s Professional Development Evaluation Protocol;
 - distribution of district professional development information and offerings to all school and district-level personnel;
 - dissemination of research-based practices and other professional development opportunities that are aligned with Florida’s Professional Development Evaluation Protocol;
 - completion of statutorily required Florida Department of Education reports regarding professional development;
 - collaboration and communication with universities, colleges, and community colleges serving Indian River County to develop and implement programs leading to educator

- certification and other professional growth experiences; and
- collaboration with regional and state personnel who provide technical assistance and evaluation of local professional development programs.

The work of the Professional Development Department is based on input from building administrators, the Curriculum and Instruction Division, the Human Resources Division, the Professional Development Council (PDC), and other interested stakeholders. Professional Development Department meetings are held regularly to facilitate discussion of professional development issues from a variety of perspectives and to ensure inclusivity and shared ownership.

Role of School-based Leadership

- Principals are responsible for the development of school-wide professional development that addresses the needs of instructional personnel at the school. It should integrate school improvement goals, Professional Growth Plans (PGP), and needs indicated by student achievement data and performance appraisal data. This framework should be an essential component of the overall school improvement process as defined by the School Improvement Plan. This school-wide professional development plan defines the specific plans, policies, timelines, and facilitators for professional development to be delivered and sustained over a year or more.
- Principals, or their designees, work with each instructional employee to develop a Professional Growth Plan (PGP) that:
 - relates to student performance data such as student achievement data for those areas to which the teacher is assigned;
 - relates to specific growth opportunities identified through self-reflection, feedback, and student achievement data
 - addresses clearly defined professional development objectives;
 - specifies measurable improvement in student achievement data expected to result from the professional development activity;
 - includes an evaluation component to document the effectiveness of the professional development provided in its relation to student performance gains.
- Principals, or their designees, establish and maintain school-based structures that support and monitor implementation of each instructional employee’s Professional Growth Plan (PGP).
- Principals, in collaboration with school leadership, facilitate and support a culture that embraces professional growth.
- Principals, or their designees, conduct individual evaluation conferences to document that the Professional Growth Plan was implemented as written or appropriately revised, and that the faculty member applied new knowledge and skills in the classroom.
- Each school will have a representative on the Professional Development Council (PDC). These PDC representatives will meet with the Professional Development Department regularly throughout the school year.
- School-based Professional Development Council Representatives understand and are trained in professional development procedures and Florida’s Professional Development Evaluation Protocol. These representatives are responsible to guide and assist site-based facilitators to ensure that the planning, delivery, follow-up and evaluation of training are aligned with state and district quality expectations and to submit for Professional Development department approval.
- School-based PDC Representatives disseminate information from the Professional Development department to school-based staff as received in a timely manner.

Role of PDC

Representative School- Based PD

- Guide and assist site-based facilitators to ensure that the planning, delivery, follow-up and evaluation of training are aligned with state and district quality expectations and submit to Professional Development Department for approval
- Disseminate information from the Professional Development Department to school-based staff in a timely manner
- Provide the Professional Development Department with all school-based rosters in a timely manner

New Teacher Mentor Program

Provide a structured program of site-based support for new teachers

- Administration will match each new teacher with an individual Peer Teacher
- Facilitate professional development in ongoing sessions/meetings throughout the year
- Mentor new teachers in a collaborative Professional Learning Community or 1-to-1 as needed
- Process and submit Peer Teacher Logs to the Professional Development Department

Role of the Employee

- Each employee serves as a model of lifelong learning by demonstrating ethical behavior, an attitude of openness to innovation, and a willingness to continually improve professional practice.
- Each teacher develops and implements a Professional Growth Plan (PGP) that is directly related to student achievement data for those areas to which the teacher is assigned. This PGP contains clearly defined professional development objectives, specifies measurable improvement in student achievement data resulting from the training activity, and includes an evaluation component documenting the expected student performance gains.
- Each instructional employee implements new strategies with students and participates with other members within a learning community to continually refine the PGP implementation, with the goal of professional development resulting in increased student achievement.
- Each instructional employee monitors the effectiveness of the professional development provided in its relation to student achievement and documents results as related to his or her professional development.

District and School-Based Professional Development Planning and Delivery

The Curriculum and Instruction Department, the area responsible for professional development within the District, has established a process to document offerings and to ensure that all elements are in place for successful training. The process is as follows:

1. The person responsible for any training for which in-service points may be granted submits a Workshop Approval Form to the Records Specialist in the Professional Development Department. The information requested on this form includes a description of the training, specific objectives, a description of the activities involved, artifacts collected, follow-up requirements, and evaluation strategies that will be used, as well as such logistical information as date, time, and location.
2. If the information on the Workshop Approval Form indicates that the offering conforms to Florida's Professional Development Evaluation Protocol, the Professional Development Department approves the event. If not, the form is returned for clarification.
3. Once approved, the offering is publicized and entered into the Workshop Registration System, where participants can register to attend. Events will be publicized through email to all targeted

participants, by Professional Development Council representatives, and on the Professional Development web page.

4. One day prior to the event, registration is closed and the official roster required to document attendance is generated.
5. The official roster, evaluation forms, and other necessary materials are sent to the facilitator or are made available for pickup.
6. Upon completion of the professional development event, including follow-up activities and artifact collection and scoring, the facilitator totals the hours of in-service credit and returns the official roster to the Professional Development department.
7. If a roster is not submitted, participants may be asked to submit an In-service Credit Request to receive in-service points.

Procedures for Awarding In-service Points

In-service points are only awarded through the Professional Development Department after it is determined that rules and procedures have been appropriately followed. The Department of Education relies on the accuracy of professional development records for certification and recertification, and such records are subject to audit. It is imperative that policies and procedures conform to DOE expectations and be followed meticulously. All professional development activities must be addressed in an approved component of the Master In-service Plan.

One in-service point is equivalent to one contact hour of training or one hour of work on an artifact. Additional points may be awarded for related learning that occurs outside the training session, including creating artifacts after the completion of a professional development event. A full day's professional development is generally considered to earn six points, unless additional time is documented and verified. Documentation of attendance and successful completion are required for all trainings.

The submittal of an artifact may be required for all in-district trainings over two hours in length. Artifacts may include (but are not limited to) lesson plans, written summaries, checklists completed by the training facilitator, instructional coach or an administrator, videos, or samples of student work. All artifacts are to be submitted to the facilitator of the training and scored using the Artifact Evaluation Rubric found below and located on the SDIRC website. In-service points will only be awarded after an artifact is accepted as complete and marked acceptable by the facilitator of the training. Any questionable artifact may be returned to the in-service participant for resubmittal within ten student days. Any returned artifact that the participant feels should be accepted will be reviewed and scored by the Curriculum and Instruction Department using the Artifact Evaluation Rubric. His/her decision to accept or reject the artifact will be final. Professional development events completed out-of-district will require the completion of an In-service Credit Request form along with the submittal of the following:

- certificate of completion for the professional development event (if one is given),
- agenda from the professional development event, and
- written reflection about the professional development event. In-service points will be awarded upon submittal of the above items.

Artifact Evaluation Rubric

	Exceeds Expectations (3 points)	Meets Expectations (2 points)	Expectations Not Met (1 point)	Score
Course Connection	Artifact clearly connects the content and learning activities from the training to teaching and learning standards and best practices.	Artifact establishes a clear connection between the content and learning activities from the training and teaching and learning standards and best practices.	Artifact establishes a limited or no connection between the content and learning activities from the training and teaching and learning standards and best practices.	
Course Application	Artifact clearly demonstrates that course content, principles, and ideas were applied into practice.	Artifact demonstrates that course content, principles, and ideas were applied to some extent into practice.	Artifact does not demonstrate that course content, principles, and ideas were applied into practice.	
Impact on Professional Practice	Artifact clearly demonstrates a change in professional practice.	Artifact demonstrates a change in practice to some extent.	Artifact does not demonstrate a change in practice.	
Impact on Student Learning	Artifact has a well-defined sense of purpose and represents a strong focus on student learning and active involvement with a reflective practice.	Artifact has a sense of purpose and/or represents a substantial focus on student learning and active involvement with a reflective practice.	Artifact has a limited or no sense of purpose and/or represents little to no focus on student learning and active involvement with a reflective practice.	
Quality of Artifact	Artifact is well-organized and meets all the guidelines set by the facilitator.	Artifact is organized and meets a majority of the guidelines set by the facilitator.	Artifact shows little or no organization and does not meet guidelines as set by the facilitator.	
Overall Score (10 points necessary for acceptance) / 15				

Artifacts may be completed using one of three methods:

- during the allotted professional development time (in this case, participants will be given in-service points equivalent to the contact time for the professional development),

- after the completion of the professional development (in this case, participants will be given in-service points equivalent to the contact time for the training plus the predetermined amount of points for the completion of the artifact outside of the professional development event), or
- both during and after the professional development time (in this case, participants will be given in-service points equivalent to the contact time for the training plus the predetermined amount of points for the completion of the artifact outside of the professional development event).

The type of and deadline for the artifact will be determined by the facilitator, included on the Workshop Approval Form and approved Professional Development Department before the professional development event occurs. At the time the workshop is posted, participants will be notified of the number of in-service hours earned (or any additional points that may be earned), type of artifact accepted, deadline for artifact submittal, and a copy of the Artifact Evaluation Rubric. District or school- wide trainings will include a written reflection. Time will be built into the training to complete the reflection. The reflection will be scored by the facilitator of the training (administrator, teacher representative, Professional Development Council (PDC) representative, etc.). Once the artifacts from the district or school-wide artifact are all scored, the PDC representative will send the roster and artifact record to the Professional Development Department. The type of artifact for all district online professional development will be assigned by the facilitator. If the online professional development is given by a third party, the participant can choose the artifact they submit. Submission of a completed and approved artifact to the Professional Development department will result in in-service points being awarded. In-district trainings led by an out-of-district facilitator will include an artifact completed during the allotted professional development time.

1. District Sponsored Activities

Facilitators requesting in-service points for a professional growth activity **conducted within the district**, must follow the criteria below:

- Complete the Professional Development Protocol In-service. Which includes:
 - Professional development approval process
 - Florida Protocol Standards
 - Artifact submission, scoring, and acceptance requirements
 - Professional Development Participant Evaluation Form
- A Workshop Approval Form must be completed and returned to the Professional Development Department at least four working weeks prior to the scheduled professional development event. Approval of the event triggers creation of the roster (if one is required) and the advertisement of the training (if advertised through the Professional Development department).
- Each participant is responsible to sign the official roster with their name and Employee ID number to document attendance before leaving the event.
- All participants will be requested to complete an anonymous Workshop Participant Evaluation Form upon completion of the workshop prior to receiving in-service points.
- If an attendee fails to sign the roster before leaving the professional development event, documentation of attendance will be required before points are granted.

- f. It is the responsibility of the facilitator to verify satisfactory completion of in-service requirements (including artifact completion) *and* attendance as documented on the roster.
- g. The Professional Development Department is responsible for recording the activity and earned In-service credit into the in-service record system.

2. Non-District Activities

Many opportunities exist outside the district for professional learning, and employees are encouraged to take advantage of such opportunities. When school district employees engage in out-of-district professional development, such as workshops, conferences, adult education courses, and online offerings, it is the responsibility of the participant to submit documentation of those professional development activities to the Professional Development Department. The following criteria must be met:

- a. Activities should be related to the employee's current job assignment or area of certification.
- b. Participant must submit the following documentation:
 - certificate of completion for the professional development event (if one is given),
 - agenda from the professional development event, and
 - written reflection about how the professional development event has improved classroom instruction.
- c. Points are awarded based on one point per clock hour of attendance at actual professional development sessions. Non-professional development times such as travel, time spent in registration, breaks, lunch, or networking are **not** included in point calculations.
- d. Documentation must be submitted to Professional Development Department within the same school year as the professional development activity. Summer activities may be submitted within the following school year.
- e. Awarded points are determined by the Professional Development Department based on the number of verified and documented professional development hours.
- f. Final approval is the responsibility of the Professional Development Department.

3. College Credit

Courses delivered by an accredited college or university may be used for in-service credit, provided that the following criteria are met:

- a. Courses should be related to the employee's current job assignment, area of certification, or enhancement of skills for potential career advancement.
- b. Courses related to certification or recertification must be verified by an official transcript provided directly to the school district.
 - To avoid repeated transcript expenses on the part of the employee, documentation may be submitted with unofficial transcripts or grade reports during the school year. At the end of the year, however, an official transcript must be submitted.
 - Courses may not be used for certification or recertification until the official transcript is received by the district.

- c. Courses *not* related to certification may be verified by an unofficial transcript or grade report.
- d. To qualify for in-service credit, the employee must earn a documented grade of “C” or higher. A grade of “pass” is required in a pass/fail course.
- e. One semester credit hour is equivalent to 20 in-service points.
- f. Documentation of courses, including an In-service Credit Request Form and transcript, must be submitted during the same school year as the course was completed. Courses taken during the summer may be submitted for in-service credit during the following school year.
- g. Colleges may offer career-related training that does not carry academic credit. Employees who participate in such training will receive 60 points for each 150 clock /contact hours.

4. Educational Travel

Educational travel may earn in-service points, provided that the learning experiences are planned and approved in advance and the learning is documented to meet the following criteria:

- a. Proposals for educational travel must be submitted and approved by the employee’s administrator and the Coordinator of Professional Development before travel begins.
 - Required forms are available on the professional development website.
- b. Travel must be relevant to the employee’s job assignment or certification area.
 - Teacher’s travel must be relevant to students’ learning needs as defined in the PGP;
 - Non-certified employee’s travel must be related to job responsibilities.
- c. During the trip, the participant must maintain and submit a log that documents dates and times of relevant learning activities using the form provided.
- d. Teachers may earn up to 30 in-service points through travel during a single validity period. For each 10 points requested, the participant must document a lesson presented to students and observed by an administrator. A maximum of three such lessons may be documented during a validity period.
- e. Non-certified employees may earn up to 30 in-service points through travel during a five-year period. Evidence of the job-related value of the study will be determined during the approval process and achievement of such value will be agreed upon by the employee’s supervisor and the Curriculum and Instruction Department.
- f. Documentation must be submitted within the same school year as the trip occurred. Documentation for trips taken during the summer may be submitted during the following school year.

5. Activities not Eligible for In-service Points

In-service points are awarded for the sole purpose of documenting learning experiences specifically designed to increase professional knowledge and skill. The following activities, though professionally valuable, are not intended for that purpose and therefore are not eligible to earn in-service credit.

- a. Testing or screening of students
- b. Curriculum planning or lesson planning without prior approval
- c. Record keeping
- d. Chaperoning or supervising students
- e. Business, faculty/staff, committee or school advisory meetings with no training component

Professional Educator's Certificate Renewal

Renewal of Professional Educator's Certificates is governed by the Florida Department of Education pursuant to Florida State Statute. The District is required to maintain accurate records of in-service training related to certification.

- a. Professional Educator's Certificates are valid for five years.
- b. Professional Educator's Certificates may be renewed for additional five-year validity periods using a minimum of six semester hours of college credit, a minimum of 120 in-service points, including 20 in-service points in professional development focused on Students with Disabilities, or a combination of college and in-service credit. The specific number of points required depends on the number of certification areas being renewed. One semester hour of college credit is equal to 20 in-service points.
- c. When college credit is used for recertification, an official transcript is required for documentation.
 - College courses must conform to the requirements set forth in 6A- 4.0051 FAC.
 - A grade of at least "C" or the equivalent shall be earned in each course used for the renewal of a certificate.
- d. In-service points can only be used during the validity period in which they are earned. The publicized ending date of a course or other in-service activity will determine the applicable validity period. A course which begins in one validity period and ends in the subsequent validity period shall be deemed to apply to the latter. Teachers who earn in-service points in English to Speakers of Other Languages (ESOL), Exceptional Student Education (ESE), or teaching Reading may "bank" the credit for renewal in a future validity period.
- e. Teachers who work as a peer teacher to a new/developing teacher colleague may use a maximum of 40 peer in-service points for assisting a teacher with 0-4 years of experience and 20 peer in-service points for assisting a teacher with 5 or more years of experience towards recertification during any one validity period.

Transfer of Points

In-service points earned in another Florida school district may be transferred to the School District of Indian River County. It is the responsibility of the individual to request their previous district to send an In-service Teacher Education Transfer Record (TE206) to the School District of Indian River County, Attention: Professional Development Department, 6500 57th Street, Vero Beach, FL 32967. Acceptance of transfer credits is subject to State and District Rules/Regulations.

District Employees as Consultants

From time to time, District employees may develop and/or deliver professional development events. In this case, these services are performed outside of regular duties in the role of consultant and may be compensated at an agreed-upon rate for the services as defined.

When a district employee conducts a professional development event, in-service points will be granted as follows:

- a. In-service points, at 2 times the length of the professional development event, will be earned for planning and delivering professional development. When this occurs, Workshop Participant Evaluation Forms will be turned in to the Professional Development department

- as the facilitator's artifact from the professional development event.
- b. District employees hired to deliver professional development, write curriculum or develop District assessments may be compensated according to the district's fee schedule when appropriate. Compensation will occur when all artifacts have been submitted and accepted as complete.
 - c. District employees that are paid as presenters will not receive in-service points.

SECTION 4: ORGANIZATION

Needs Assessment

The district conducts an annual needs assessment that includes a school-by-school analysis of disaggregated student achievement standardized test scores and data from such other sources as:

- Other student achievement data
- Personnel and parent surveys (school climate)
- School discipline data
- School Improvement Plans
- Annual performance appraisals
- District priorities
- Federal, state, and local mandates

Based on this needs assessment, the Professional Development department plans and delivers in-service offerings that are research-based and aligned with Florida's Professional Development Protocol.

Targeted participants in specific professional development activities are determined by the following:

- State and federal requirements
- PGP results/action research results
- SAC reports
- Final Performance Appraisal results
- District priorities
- Audits

In making decisions regarding which professional development activities should be offered for instructional personnel, the priority is given to needs identified through disaggregated classroom-level student achievement data.

In cases where teachers, managers, and administrative personnel have been evaluated as less than satisfactory, the district may require participation in specific professional development programs as part of the prescription for improvement.

In-service Components

All professional development activities are related to an in-service component. Professional development activities for instructional personnel focus on state standards, subject content, teaching methods, technology, assessment and data analysis, classroom management, school safety, and/or

family involvement.

Components are developed using the following criteria:

- The component is linked to federal, state, district and/or school improvement goals.
- The component targets the knowledge, attitude, skills, aspirations and/or behaviors of instructional employees as related to the eight professional development content areas designated in Florida Statute 1012.98.
- The component details specific, measurable objectives related to professional performance and/or student achievement.
- The component includes activities that use learning strategies appropriate to the intended goal, applying knowledge of adult learning and change. The activities model effective teaching strategies, practice and feedback. For instructional personnel, components are based on current research.
- The component provides for training that is sufficiently sustained and intense to ensure mastery of the needed skills.
- The component provides for follow-up strategies that ensure sufficient support and assistance are provided to make certain that the application of the newly gained knowledge and skills are implemented.
- The component provides web-based resources, assistance, and discussion groups related to the completed training when appropriate.
- The component provides for the evaluation of effectiveness. This evaluation links to student achievement gains where viable and appropriate.

All approved components become part of the District Master In-service Plan.

Credit for Professional Development

Professional employees are awarded one in-service point for every clock hour of participation in a *successfully completed* professional development activity. While attendance is mandatory for credit to be awarded, successful completion of professional development includes the learning and application of new knowledge and skills, changes in work behaviors and attitudes, submittal of an assigned artifact and finally, aspiring to additional learning. The submittal of an artifact is required for all trainings over two hours in length. In-service points will only be awarded after the artifact is accepted as complete and marked acceptable by the facilitator of the training. Artifacts may include (but are not limited to) lesson plans, written summaries, checklists completed by the training facilitator, videos, or samples of student work. The Curriculum and Instruction Department gives final approval for in-service points awarded.

For component in-service points to be awarded, the employee must sign a district roster and complete an assigned artifact if the professional development is greater than two hours. Out-of-district professional development or College Coursework participants must complete an In-service Credit Request form submitted to the Professional Development department by the participant. The district maintains up-to-date records for all professional development including certification and in-service points for all employees. Employees can view their in-service credit reports via the Workshop Registration In-service Query found on the SDIRC website.

In-service points may be used for the following:

- Add-on certification
- Alternative certification

- Florida educator certification renewal
- Other certificate/license renewal
- Professional skill building
- Incentive programs

SECTION 5: IMPLEMENTATION OF THE SYSTEM

The School District of Indian River County’s professional development system provides opportunities for professional growth in the Knowledge, Attitudes, Skills, Attributes and Behaviors (Killion, 2001) of all district employees. Furthermore, Florida’s Professional Development Evaluation Protocol serves as a specific guide for the implementation of professional development for instructional employees as detailed below.

Planning

For instructional personnel, the Professional Growth Plan (PGP) is the foundation document for planning and implementation of meaningful professional development that impacts student achievement. To this end, school-based administrators meet individually with every instructional employee to determine training needs based on disaggregated classroom-level student achievement data, performance appraisal data, and school or grade level priorities. Additionally, school leadership works diligently to ensure that the training objectives of professional development directly reflect the objectives specified in the PDP.

Delivery

In seeking to be sensitive to multiple learning styles and preferences, delivery models for professional development include:

- Instructional Rounds
- Online Courses
- Professional Learning Communities
- Face-to-face Professional Development

The use of technology and distance learning is encouraged.

Follow Up

Effective professional development includes follow-up to ensure that teachers are successful in using what they have learned through professional development in their classrooms. When appropriate, participants receive support as they implement the new skills and knowledge. Web-based resources and assistance may also be offered as follow-up support.

Implementation of the knowledge and skills learned in training may be documented in the form of any of the following:

- Structured mentor/coaching program
- Results from action research
- Collaborative planning

- Participant product
- Study group participation
- Direct observation
- Student test data
- Student work samples

Evaluation

As directed by Florida Statute 1012.98, the District provides for continuous evaluation of the quality and effectiveness of professional development programs to expand effective programs and strategies and to eliminate those determined to be ineffective. The following evaluative methods may be used:

- Results of district developed/standardized student tests
- Results of school constructed student tests
- Portfolios of student work
- Checklists of student performance
- Charts/graphs of student progress
- Other performance assessment (including evaluation data gathered from participants attending the professional development)

Within the District professional development system, quantitative and qualitative data are collected on three levels based on the following evaluation questions:

- Did individual participants learn and implement effective teaching strategies aligned with program objectives?
- Were professional development activities aligned and delivered in such a way that identified needs were effectively addressed?
- Did the professional development component/initiative contribute to increases in student achievement?

Additionally, the District monitors professional development data to make certain that appropriate activities are aligned with Florida's Professional Development Protocol and the National Professional Development Standards.

To ensure continuous improvement, the district encourages summative study of major professional development through formal program evaluation that considers all Guskey's (2000) levels of evaluation, including:

- Participant's Reactions (*Satisfaction*)
- Participant's Knowledge (*Knowledge acquisition*)
- Organizational Support and Change (*Implementation context*)
- Participant's Use of New Knowledge and Skills (*Utilization*)
- Student Learning Outcomes (*Accomplishment of Specified Achievement Goals*)

This comprehensive study informs decisions regarding program continuation, revision and/or elimination. Additionally, this broad review assists decision makers in discovering any unintended outcomes that may be related to professional development programs.

Bibliography

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Fenwick, T.J. (2003). Professional growth plans: Possibilities and limitations of an organization wide employee development strategy. *Human Resource Development Quarterly*, 14(1), 59-77.

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**MASTER INSERVICE PLAN
COMPONENT LIST**

<u>Number</u>	<u>Title</u>
1000001	Fine Arts Education and Art History
1004001	Foreign Language Instruction
1005001	Nutrition Education for the Classroom Teacher
1008001	Language Arts
1009001	Mathematics
1010001	Music
1011001	Physical Education and Health
1011002	Care & Prevention of Athletic Injuries
1011003	Coaching Theory
1011004	Sport Specific
1012001	Prekindergarten Education
1013002	Reading and Literature
1013003	Teaching Reading in Content Areas
1013004	Integrating Language Arts and Reading
1013005	Reading Endorsement Competency 1 (Foundations in Language & Cognition)
1013006	Reading Endorsement Competency 2 (Foundations of Researched-Based Practice)
1013007	Reading Endorsement Competency 3 (Foundations of Assessment)
1013008	Reading Endorsement Competencies 4 (Foundations & Applications of Differentiated Instruction)
1013009	Reading Endorsement Competency 5 (Demonstration of Accomplishment)
1013010	Master Coach Training
1013013	CAR-PD-Content Area Reading-Professional Development
1014001	Driver Education
1015001	Science
1015002	Special Environmental Top
1016001	Social Studies
1017001	Basic Skills-Writing
1100002	ESE: Topics in Speech and Language Pathology
1103001	ESE: Least Restrictive Environment
1103002	ESE: Policies and Procedures Relating to Exceptional Student Education *
1103003	Foundations of ESE*
1103004	PDA: ESE Online Module: Transition
1103005	PDA-ESE Online Module: Instructional Practices in ESE
1103006	PDA-ESE Online Module: Language Development & Communication
1103007	PDA-ESE Online Module: Interpersonal Interactions & Participation
1103008	PDA-ESE Online Module: Assessment & Evaluation *
1103009	PDA-ESE Online Module: Positive Behavior Support
1103010	PDA-ESE Online Module: Teaching Students with Disabilities

1103011	PDA-ESE Technology for Student Success: An Introduction
1103012	PDA-ESE Formative Assessment Process for Differentiating Instruction
1103013	PDA-ESE Introduction to Differentiating Instruction: Responding to All Learners
1103014	PDA-ESE Technology for Student Success: Assistive Technology
1104001	ESE: Focus on Competencies for Paraprofessionals in the Exceptional Student Program *
1106001	ESE: (Curriculum Development for the Gifted) *
1106002	ESE: Education of Special Populations of Gifted Students *
1106003	ESE: Guidance and Counseling of Gifted Students *
1106004	ESE: Nature and Needs of the Gifted *
1106005	ESE: Theory and Development of Creativity *
1105006	ESE: Gifted Education Programs *
1210001	Career and Technical Education: Guidance
1210002	Career and Technical Education: Instructional Planning, Execution & Evaluation
1412001	Multicultural Awareness
1700001	ESOL Methods of Teaching
1701001	ESOL Testing and Evaluation
1702001	ESOL Applied Linguistics
1703001	ESOL Curriculum and Materials Development
1704001	ESOL Empowering for Category III Teachers
1704002	ESOL for Administrators
1704003	ESOL for Guidance Counselors
1705001	ESOL Cross-Cultural Communications
1705002	E-R-T Practicum (ESOL for Reading Teachers)
2007002	Effective Instructional Strategies
2007003	Middle Grades
2007004	Title I Basic and Migrant Program
2007005	Improving Instructional Competencies in Elementary Ed. (4-6)
2007006	Improving Instructional Competencies in Primary Ed. (K-3)
2008001	Language Development
2100001	ESE: Instructional Strategies for Exceptional Students
2400001	Student Motivation
2408002	Teacher Effectiveness Research
2408010	Differentiating Instruction
2412001	Migrant Education: Students on the Move!
2704001	Bilingual/ESOL Education (Non-Component Class)
3003001	Technology Skills
3007002	Technology Integration in the Classroom

4401001	Student Performance Evaluation
4401002	Data Analysis
5101001	CPI Training
5403001	Response to Intervention (RtI)
5404001	Classroom (Behavior) Management and Discipline
6005001	CPR Training and First Aid
6403001	Crisis Intervention
6410002	Safety: Providing a Safe Learning Environment
6414002	Drug and Alcohol Abuse Education
7103001	Focus on Exceptional Student Education for Exceptional Education Personnel and Administrators
7410001	Legal Responsibilities of School Administrators
7504001	Florida Education Finance Program
7506001	Customer Service
7507001	Job Analysis/Targeted Selection
7513003	Florida School Law
7513004	Instructional Supervision
7513005	Interaction Management
7513006	District Leadership Training
7513007	Administrative Skills
7513008	Preparing New Principals-Introductory Program
7513009	Preparing New Principals-District Procedures
7513010	Administrative Teacher Evaluation Training
8005001	Health Services
8007001	College Credit Course
8403001	Abuse Awareness and Reporting
8403002	Conflict Resolution
8404001	New Teacher Induction (BEST)
8404002	Alternative Certification (ACP)
8405001	Dropout Prevention
8406001	Clinical Educator
8406002	Interpersonal Skills
8407001	Media Services
8416001	National Board Certification (NBC)
8501001	In-service/Workshop Leader
8505001	Food Services
8506001	Knowledge, Awareness, and Management of Employee Benefits
8506002	Student Support: Guidance
8506003	Student Support: Social Workers
8506004	Providing a Comprehensive Student Services Program
8506005	Student Support: Psychologists
8506006	Schools of Excellence
8508002	Management Information System
8509001	Office/Clerical Services

8510001	Maintenance and Operations
8512002	School Improvement
8515001	Transportation Services
8602001	Parent Involvement and Education

*this component, although related to teaching ESE, does not meet the ESE requirement for recertification

SDIRC Professional Development Plan 2018 -19

Areas of focus:

Standards based instruction

Formative assessments

Culture and climate

Teacher Professional Learning Choice Days – independent learning opportunities or teacher directed/facilitated.

- 11/14/18
- 2/27/19

Options, but not limited to:

- ESE
- ESOL
- New Teacher Trainings
- Collaborative Team Planning
- Department Meetings
- Collaboration Stations for Special Area/Elective Area Teachers
- Free Choice (for ex. Webinar, online, classroom, etc.)

School Based Professional Development Days – Based on School Improvement Plan (SIP), needs analysis, data, and support of district initiatives.

- 8/7/18
- 9/19/18
- 10/17/18
- 12/18//18
- 1/7/19 ½ day
- 3/13/19
- 5/21/19

District Based Professional Development Days– designed around SDIRC focus areas.

- 8/8/18 elementary
- 8/9/17 secondary
- 8/22/18 @ VBHS PAC
- 1/16/19
- 4/19/19

Certificate of Acceptance

By

The School District of Indian River County Of

the

Master In-Service Plan

Annual Renewal

For

2018-2019

Mark J . Rendell, Superintendent

Date

Shawn Frost, Chairman

Date

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SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

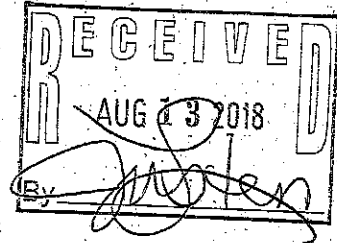
Telephone: (772) 564-4170 • Fax: (772) 564-4182

Date: August 8, 2018

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

From: Dariyall Brown, Principal
Sebastian River High School

Subject: Request for approval of donation



Sebastian River High School would like to request the approval of a \$2,000.00 donation from McBee Bar-B-Q Corporation, Inc.

The funds will be used to purchase banners, signs, decals, student tee shirts, stickers, spirit items and pins for students; for the celebration of the 25th Anniversary of Sebastian River High School. These funds were deposited into the Sebastian River High School internal funds account entitled 25th Year Celebration.

Sincerely,

Dariyall Brown

"You Can't Hide That Shark Pride"

Dariyall Brown
Principal

Michele Holmes
Assistant Principal

Kevin Van Brimmer
Assistant Principal

Kelly Ward
Assistant Principal

William Wilson III
Assistant Principal

Madison Cama
Guidance Counselor

Kim O'Keefe
Guidance Counselor

Wendy Palmer
Guidance Counselor

Lynn Phillips
Guidance Counselor

Enrique Valencia
Guidance Counselor



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**Memorandum of Agreement
Between
Redlands Christian Migrant Association (RCMA)
and
The SCHOOL BOARD of Indian River County**

Agreement made and entered in Indian River County, Florida this 28th day of August, 2018, by and between the SCHOOL BOARD of Indian River County hereinafter referred to as the SCHOOL BOARD and the Redlands Christian Migrant Association (RCMA) Child Development Centers, a non-profit organization.

Purpose:

The purpose of the agreement is to establish the responsibilities of the SCHOOL BOARD and RCMA Child Development Centers relative to services for preschool children with disabilities. Both the SCHOOL BOARD and RCMA Child Development Centers support the right of all children with disabilities to receive a free and appropriate public education including all necessary special education and related services in accordance with state and federal statutes and regulations.

Responsibilities:

The following terms and conditions are agreed to by the SCHOOL BOARD and RCMA Child Development Centers:

1. Screening and evaluation services will be provided to RCMA Child Development Centers children upon referral to the SCHOOL BOARD, Exceptional Student Education (ESE) Department consistent with SCHOOL BOARD procedures.
2. Placements will be considered for RCMA Child Development Centers preschool for children with disabilities when the Individual Education Plan (IEP) indicates the need for a less restrictive setting.
3. Staff members of RCMA Child Development Centers will participate in the development and implementation of the Individualized Educational Program (IEP) as appropriate. RCMA Child Development Centers will work cooperatively with the SCHOOL BOARD to achieve the goals and objectives listed in each child's IEP.
4. Therapy services provided by the SCHOOL BOARD may be at RCMA Child Development Centers or a place designated by the SCHOOL BOARD. Procedures will be consistent with those specified in the Special Programs and Procedures for Exceptional Students. Transportation will be provided by the SCHOOL BOARD if services are provided at a public school site.
5. Appropriate classroom space for provision of therapy services will be provided by RCMA Child Development Centers. Social services and parent involvement will be the responsibility of RCMA Child Development Centers, consistent with each child's IEP.

6. Children with disabilities served in RCMA Child Development Centers who receive therapy services provided by the SCHOOL BOARD will be considered dually enrolled in both agency programs. Records and reports will be shared by both agencies. Records and reports regarding or identifying students being served by both agencies pursuant to this Agreement shall be maintained as confidential to the fullest extent provided by federal law (FERPA) and Florida law (Section 1002.221, Florida Statutes). Confidentiality Procedural Safeguards will be maintained by securing appropriate parent release of information forms in accordance with the RCMA Child Development Centers Performance Standards and SCHOOL BOARD regulations.
7. RCMA Child Development Centers will refer to the SCHOOL BOARD any child in its program or screened by RCMA who is reasonably suspected of having a qualifying disability under Florida law or the Individuals with Disabilities Act.
8. Indemnification and Harmless. Each party shall indemnify and hold harmless the other from and against any losses, claims, damages, injuries, liability, and expenses (including attorneys' fees), arising out of the negligence of its respective members, employees, agents, and officers. Nothing contained herein shall be deemed a waiver of the School Board's sovereign immunity as set forth in section 768.28, Florida Statutes.

During the term of this Agreement, RCMA Child Development Centers shall maintain the following insurance coverage in accordance with the requirements hereinafter stated: a minimal of Commercial general liability coverage with limits of at least \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate. Professional liability or errors and omissions insurance with coverage of at least \$100,000.00 per occurrence; \$300,000.00 aggregate including coverage for corporal punishment and sexual misconduct. The insurance shall be issued by insurers licensed and authorized to issue policies of insurance in Florida, and each policy required shall be issued by a carrier with preferably a BEST rating of A+ or better. THE SCHOOL BOARD OF INDIAN RIVER COUNTY shall be named as an additional insured on each policy and the Contractor shall provide certificates of insurance for each policy showing the SCHOOL BOARD as an additional insured, before beginning services under this contract providing 30 day advance notice of cancellation or nonrenewal endorsement.

9. In the event any of the provisions of this agreement are violated by RCMA Child Development Centers, the Superintendent or a designee shall give written notice to RCMA Child Development Centers stating the deficiencies and unless the deficiencies are corrected within (10) days, recommendation will be made to the SCHOOL BOARD for immediate cancellation. Upon cancellation, the School 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 this agreement at any time and for any reason, upon giving thirty days prior written notice to the other party. If this

agreement is terminated for convenience as provided herein, The SCHOOL BOARD shall be relieved of all obligations under this agreement.

10. RCMA Child Development Centers will comply with all applicable Federal and State civil rights and anti-discrimination Laws and Regulations, including but not limited to Title VI and VII, Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, as amended, (Non-Discrimination against handicapped), and Americans with Disabilities Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the SCHOOL BOARD shall have the right to terminate this agreement for breach.

This agreement shall apply to children who meet enrollment criteria for RCMA Child Development Centers and are suspected or identified as disabled. It shall be effective July 1, 2018 and shall continue until June 30, 2019.

In Witness Whereof, and in consideration of the mutual promises set forth herein, this Agreement is made and entered into effective as of the date and year written above.

The School Board of Indian River County, Florida

BY: _____
Shawn Frost, Chairman

ATTEST:

BY: _____
Dr. Mark J. Rendell, Superintendent

Date Approved: _____

RCMA Child Development Centers

Isabel Garcia
RCMA Child Development Centers Program Coordinator
Executive Director

7-27-18
Date

**POLICY DECLARATIONS PAGE
SEXUAL OR PHYSICAL ABUSE OR MOLESTATION
VICARIOUS LIABILITY COVERAGE FORM**

PLEASE READ THIS POLICY CAREFULLY.

POLICY NO. PHPK1784163

Effective date: 03/01/2018
12:01 A.M. Standard Time

LIMIT OF INSURANCE	
AGGREGATE LIMIT	\$ 3,000,000
EACH ABUSIVE CONDUCT LIMIT	\$ 1,000,000
BUSINESS DESCRIPTION	
Form of Business: CORPORATION	
Business Description: Non Profit Organization	
FORMS AND ENDORSEMENTS (Other than Applicable Forms and Endorsements Shown Elsewhere in the Policy)	
Forms and Endorsements Applying to this Coverage Part and Made Part of this Policy at Time of Issue:	
SEE SCHEDULE	

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS
CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

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DUAL ENROLLMENT AGREEMENT

Indian River State College
And
School Board of Indian River County

Whereas Section (s) 1007.271 (21), **Florida Statutes**, requires state colleges and school districts to develop comprehensive Dual Enrollment Articulation agreements, the **District Board of Trustees for Indian River State College**, hereinafter referred to as the **TRUSTEES**, and **The School Board of Indian River County, Florida** hereinafter referred to as the **BOARD**, have made the following determinations:

- A) Terms of this Agreement shall commence July 1, 2018, or on the last date approved by either party, whichever is later and end June 30, 2019, unless terminated as hereinafter provided.
- B) Annual meetings shall take place between representatives from both institutions to review this Agreement to assure both parties that it continues to serve their mutual interests and provide student opportunities.
- C) Either party shall have the right to terminate this Agreement by delivery of written notice to the other party not less than ninety (90) days prior to the effective date of said termination.
- D) The parties to this Agreement recognize that as provided under Section (s) 1007.271 (21), F.S., and SBE Rule 6A-14.064, accelerated mechanisms such as Dual Enrollment/Early College and advanced (college-level) instructional programs for qualified students from the School District enhance learning opportunities and are required to be made available for those students.
- E) The parties will adopt an Agreement as provided in Section 1007.271 (21), F.S., and SBE Rule 6A-14.064, including:
 - 1. College Credit Dual Enrollment
 - 2. Vocational Credit Dual Enrollment
- F) As required by the Florida Legislature, the BOARD shall pay the standard tuition rate per credit hour from funds provided in the Florida Education Finance Program to Indian River State College (IRSC) for instruction taking place on any IRSC campus. For 2018 - 2019, the standard college credit tuition rate at a Florida College System institution (F.S. 1009.23) is \$71.98 per credit hour or \$2.33 per vocational clock hour. Online dual enrollment courses which originate at an IRSC campus and are taught by IRSC faculty are subject to this provision. Indian River State College will invoice the school district for dual enrollment courses taken by high school students on IRSC campuses. The College will invoice for the total number of credits taken by high school students during the

Fall and Spring Semesters. There will be no billing for dual enrollment courses conducted during the Summer Semesters.

- G) The College's invoice for dual enrollment will itemize the following information:
- Student's name;
 - Prefix and title of dual enrollment course;
 - High School Name;
 - Number of credits;
 - Total number of credits for all students, and;
 - Total amount due.
- H) Courses taught on an IRSC approved secondary school campus, by one of the high school's regular teachers who have been interviewed by, certified by, and approved by Indian River State College are not subject to tuition charges. Because the instructor would be a certified IRSC adjunct faculty member, he/she must adhere to the College's rules, regulations, policies, and practices in the same manner as any other IRSC adjunct faculty member. This includes attending an annual meeting, using the departmentally selected learning resources, curriculum, learning outcomes assessments, Learning Management Systems (LMS) and all other requirements as specified by the College.
- I) A school district may not deny a student access to dual enrollment unless the student is ineligible to participate in the program subject to provisions specifically outlined in this Agreement.
- J) As of Fall 2015 semester, all dual enrollment students must complete IRSC's Dual Enrollment Online New Student Orientation. Dual Enrollment New Student Orientation is required for all new IRSC students and includes information on college policies, procedures, resources, expectations, and other essential items that help support student success. Students who do not complete DE NSO will be unable to register for their dual enrollment classes until this requirement has been met.
- K) As of Spring 2016 semester, all new (first-time) dual enrollment students must complete SLS 1101 – Student Success during their first semester of dual enrollment or will be ineligible to continue dual enrollment courses in future semesters. Students who have participated in IRSC's dual enrollment program prior to the Spring 2016 semester are encouraged to enroll in the course but are not required to do so. An unweighted high school GPA of 3.0 and a 106 or higher Reading PERT score is needed to participate in this course.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. Ratification of Existing Agreements: All existing dual enrollment agreements between the TRUSTEES and the BOARD are hereby modified to conform to the terms of this agreement and the appendices of this document.

ARTICLE II. Program Description: In accordance with Section 1007.271 (21), F.S., SBE Rule 6A-14.064, the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward both high school completion and a career certificate or high school completion and an associate degree. Dual enrollment, an articulated accelerated mechanism offered jointly by the TRUSTEES and the BOARD shall broaden the scope of curricular options available to students and increase the depth of study available for a particular subject by offering college credit and post- secondary vocational courses to eligible high school students as provided in the Dual Enrollment Agreement. Stipulations regarding course content, program requirements, student evaluation, faculty credentials, college environment, and strategic planning for dual enrollment courses are covered in SBE Rule 6A-14.064 adopted by the State BOARD of Education. The IRSC Dual Enrollment Course list website link <http://www.irsc.edu/uploadedFiles/Programs/DualEnrollment/dual-enrollment-courses.pdf> give an up to date approved course list.

Section 1007.271(21), F.S. requires school districts to “weigh dual enrollment courses the same as advanced placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation, weighting systems that discriminate against dual enrollment courses are prohibited.”

Course Lists: Any college credit course comprising 3 credits or higher and/or any vocational clock hour course comprising 75 hours or higher that is listed in the State Common Course Numbering System (SCNS) for postsecondary credit can be considered for Dual Enrollment. Courses that meet high school graduation requirements are listed in the DUAL ENROLLMENT COURSE EQUIVALENCY LIST. All high schools shall accept these postsecondary courses toward meeting the requirements of Section 1003.43, F.S.

Physical Education, College Preparatory courses, and private music lessons are excluded from this Agreement. Any changes necessary during the academic year will be mutually agreed upon by the articulation representatives of Indian River State College and the School District. Approval of courses for dual enrollment does not guarantee applicability toward satisfaction of eligibility requirements for Florida Bright Futures scholarships. Those requirements should be checked with the Bright

Futures Office.

Course Credit: According to Section 1007.271 (21), F.S., students who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours, after school hours, and during the summer. Students who complete a three (3), four (4), or five (5) credit dual enrollment course at IRSC with a passing grade will earn at least one-half (1/2) credit in the designated subject towards the high school diploma unless credit is otherwise assigned by the DUAL ENROLLMENT EQUIVALENCY LIST.

Advising Services:

- 1) Dual enrollment students will be assigned an IRSC advisor during their first term of enrollment. They will meet with their advisor to customize a Guided Pathway/Academic plan based upon their academic and career goals. This plan will then be used by the student and the high school counselor in subsequent semesters to determine appropriate dual enrollment courses to be taken.
- 2) Dual enrollment students will be able to access their Guided Pathway/Academic plan online via the IRSC website where it can be utilized to search for available classes each semester.
- 3) This plan will ensure that dual enrollment students remain “on-track” for a college degree. High school counselors are responsible for ensuring that all applicable high school graduation requirements are met with the exception of courses dropped or withdrawn without notification to the counselor.
- 4) Dual enrollment students complete the registration process by selecting appropriate college classes, in consultation with their high school counselor and their assigned college advisor, based upon their Guided Pathway/Academic plan. Upon selection of the classes, they may register online, and submit the Dual Enrollment Registration Form (IRSC68) with appropriate signatures to any IRSC campus. Submission of this form ensures that applicable fees for approved courses are exempted.
- 5) IRSC provides high school counselors with online access to:
 - The student’s Guided Pathway/Academic plan
 - Transcript of grades
 - Student Academic Progress Report, test scores, and placement values
 - Academic planning comments
 - Student class schedule
 - Email links to the student’s IRSC counselor/advisor
 - Electronic notification of student withdrawals and drops from IRSC Dual Enrollment classes.

Notice to Participate: Students, parents, and school counselors will be notified by IRSC on the opportunities to participate in Dual Enrollment classes by:

- 1) Providing information sessions to be held at all IRSC campuses during the Spring Semester of each academic year.
- 2) The Office of Enrollment Management at IRSC, Campus Provost, or other IRSC representatives visiting each high school to provide enrollment support and information to the high school guidance counselors.
- 3) Enrollment Management coordinating efforts to answer questions, provide materials, and direct inquiries from students and parents interested in dual enrollment.
- 4) Sending students and/or parents a letter informing them of the student options to participate in dual enrollment.
- 5) Hosting a middle and high school guidance counselor conclave annually to update and inform area counselors of dual enrollment opportunities for students as well as other opportunities at IRSC.
- 6) Working collaboratively with high school contacts to host dual enrollment information sessions on the high school campuses after school hours.

Eligibility and Access: Students must meet the following eligibility criteria

- 1) Be enrolled as a student in a Florida public or nonpublic secondary school (grades 6-12), or in a home education program
- 2) Have a 3.0 unweighted high school grade point average (GPA) based on four high school credits, in order to enroll in college credit courses, or a 2.0 high school unweighted GPA based on four high school credits to enroll in career technical education clock hour dual enrollment courses
- 3) For college credit courses, achieve a minimum score on the PERT, a common placement test pursuant to Rule 6A-14.064, Florida Administrative Code. Dual enrollment students must score at college level reading to participate in the Dual Enrollment Program. Students may substitute the appropriate scores from a state-approved standardized test (ex. Enhanced ACT or SAT) to qualify for specific college credit dual enrollment courses. Current ACT and SAT scores for college-level readiness are located at the following IRSC webpage:

<http://www.irsc.edu/uploadedFiles/Admissions/AssessmentServices/Placement-Information-For-PERT-CPT-ACT-SAT.pdf>

(Scores are subject to change based on state-approved standards. Dual enrollment students are encouraged to take PERT exam at local school district sites.)

- 4) Must complete the Dual Enrollment Program Agreement form (IRSC 508) with all appropriate signatures.
- 5) Must complete course registration forms with all appropriate signatures. (IRSC 68)
- 6) Must complete any applicable vocational assessment (i.e. TABE).
- 7) Meet any additional eligibility criteria specified by the postsecondary institution in the Dual Enrollment Articulation Agreement
- 8) Cannot be scheduled to graduate from high school prior to the completion of the dual enrollment course
- 9) Students with a GPA lower than the requirements stated may enroll in dual enrollment classes pending documentation of approval from school district officials and the college approved representative.
 - a. Exceptions to the GPA requirement may be granted by an IRSC Dean/Provost/IRSC Approved Representative upon the recommendation of the high school guidance counselor.
 - b. The decision will be based on high school justification, the academic rigor of the course, placement scores, and other academic history.
 - c. Effective with the Spring 2016 semester, new dual enrollment associate in arts degree-seeking students are required to complete SLS1101 – Student Success during their first semester of attendance. An unweighted high school GPA of 3.0 and a PERT Reading score of 106 is required to participate in this course.
- 10) Students who have accumulated twelve (12) college credit hours and have not yet demonstrated proficiency in all of the basic competency areas of reading writing and mathematics must be advised in writing by the School District of the requirements for Associate degree completion and state university admission, including information about future financial aid eligibility and the potential costs of accumulating excessive college credit, as outlined in Section 1009.286 F.S.

Student Support: High school counselors and IRSC Enrollment & Student Support staff members will work together to ensure that each student meets the academic eligibility requirements for dual enrollment courses. High school guidance

counselors are responsible for assisting the student to identify college courses that also meet high school graduation requirements; see Dual Enrollment Course Offerings on the IRSC Dual Enrollment Page at the college website:

<https://www.irsc.edu/uploadedFiles/Programs/DualEnrollment/dual-enrollment-courses.pdf>

Student Standards of Conduct (as taken from IRSC's Student Handbook): The College looks upon its student's as mature individuals at an age of responsibility for their own actions. The following regulations were designed by the students, staff, and faculty in order to ensure compliance with state and county laws and to promote the safe, efficient operation of the College. Violations of these regulations will be referred to the Vice President of Student Affairs for appropriate action, which may include a Student Affairs Committee. Failure to respond to a summons by letter, telephone call, or message delivered by an IRSC employee concerning a matter of conduct is considered a violation of the student code of conduct. (See Administration of Student Discipline)

Trustee Policy Number 6Hx11-7.24 Student Standards of Conduct—Any student who accepts the privilege of enrollment at Indian River State College is deemed to have given his or her consent to adhere to the policies of the College and the laws of the State of Florida. Students shall conduct themselves in a manner compatible with the College's function as an educational institution.

Student Standards of Conduct are applicable on campus, at off-campus locations or activities, and while using College facilities or equipment. Each student shall assume responsibility for familiarity with College policies and agree to the highest moral and ethical standards of conduct including, but not limited to the following:

- To uphold and abide by all College policies and procedures including those of the Campus Coalition Government;
- To respect each student's right to learn in all educational environments;
- To participate and contribute to class discussions and activities to the best of his or her ability;
- To make responsible use of all College facilities and equipment including electronic communications with faculty, staff, and other students;
- To demonstrate respect towards faculty, staff, administrators, and other persons employed by the College;
- To respect instructor grading policies and to adhere to the highest standards of academic honesty;
- To acknowledge and comply with reasonable requests for student assistance or service by College personnel whenever possible;
- To extend courtesy, integrity, and good citizenship to all individuals at the College;
- To refrain from engaging in activities or conduct that might discredit or disrupt the College or its employees, students, and visitors.

Misconduct for which students are subject to discipline falls into the following categories:

- A. Dishonesty, such as cheating, plagiarism, or knowingly furnishing false information to the College.
- B. Forgery, alteration, or misuse of College documents, records, or identification.
- C. Obstruction or disruption of teaching, research, administration of disciplinary procedures, or other College activities, including its public service functions, or conduct which threatens or endangers the health or safety of any such persons.
- D. Theft or damage to property of the College or of a member of the College community or campus visitor.
- E. Unauthorized entry to or use of College facilities.
- F. Violation of College policies or of campus regulations including campus regulations concerning the registration of student organizations; the use of College facilities; or the time, place, and manner of public expressions.
- G. Consumption, use, possession, distribution or involvement with alcohol, illegal drugs or substances, (e.g. heroin, cocaine, LSD, barbiturates, hallucinogen's, narcotics, marijuana) or presence when/ where these substances are being used or consumed.
- H. Disorderly conduct or lewd, indecent, or obscene conduct or expression on the College-owned property or at College-supervised functions.
- I. Failure to comply with directions of College officials acting in the performance of their duties.
- J. Conduct which adversely affects the student's suitability as a member of the academic community. Students who aid others in disciplinary infractions are also subject to disciplinary action.
- K. Acts of sexual assault/battery (rape) or other forms of sexual misconduct, including harassment, exploitation, intimidation, or coercion.

IRSC Enrollment & Student Services and Advising staff will:

- 1) Make sure dual enrollment students are properly identified as such in the IRSC registration system.
- 2) Ensure that an individualized student Guided Pathway/Academic plan is developed and implemented for each dual enrollment student.
- 3) Provide ongoing advisement to students regarding their progression in College courses and programs.
- 4) Provide the school district with the student's grades at the end of the term electronically through the state FASTER system.
- 5) Provide Dual Enrollment students with the use of all of IRSC academic support resources. Students are encouraged to utilize services such as Career & Transfer Services, Academic Support Centers (ASC), and Libraries.
- 6) Students may also access the IRSC website for detailed information on degrees, programs, and resources.

- 7) Indian River State College provides reasonable accommodations to students with documented disabilities through the Educational & Student Services/Student Accessibility Services Office. Listed below are some of the services available to eligible students:
- i) Notetakers
 - ii) Testing Accommodations
 - iii) Use of Equipment and Assistive Technology
 - iv) Readers
 - v) Scribes
 - vi) Sign Language Interpreters
 - vii) Alternative Text

Student Records: The parties may provide personally identifiable student records to each other in the performance of this agreement. Such records are provided pursuant to Section 1002.22, F.S., and 20 U.S.C.A. 1232g. Each party further agrees to comply with Section 1002.22, F.S., and 20 U.S.C.A. 1232g, including but not limited to provisions related to confidentiality, access, consent, the length of retention and security of student records.

Instructional Quality and Evaluation: The TRUSTEES shall accept the responsibility for all courses and certification of faculty as prescribed in SBE Rule 6A-14.064 Credit Dual Enrollment and by the Southern Association of Colleges and Schools Commission on College's Principles of Accreditation.

- 1) In all cases, faculty must meet IRSC faculty credentialing criteria based on SACSCOC Guidelines. These IRSC criteria apply to all faculty teaching postsecondary courses regardless of the physical location of the course being taught.
 - i. IRSC at the request of high school principal/designee will work together to identify teachers for dual enrollment courses. The adjunct faculty certification process must be completed by August 1st to be eligible to teach for the Fall Semester and by November 1st to be eligible for the Spring Semester. Each prospective teacher must complete the steps of the adjunct faculty certification process. High School site dual enrollment instructors must contact IRSC instructional dean/designee to inquire about additional training sessions required for specific disciplines.
 - ii. Additional training is required for SLS1101 instructors.
- 2) Indian River State College, as the postsecondary institution awarding credit, shall ensure that all faculty teaching dual enrollment courses meet these qualifications. All instructors must be certified by the TRUSTEES.
- 3) If the parties agree to utilize instructors employed by the BOARD, those instructors shall meet the same IRSC certification qualifications as other instructors employed by the TRUSTEES.
- 4) IRSC and the School District shall collaborate to ensure full compliance with all

IRSC faculty certification procedures and SACSCOC Principles of Accreditation.

- 5) The President or designee, for the TRUSTEES, shall assign the instructors for all classes offered in accordance with this agreement.
- 6) A passing grade in a dual enrollment course indicates mastery of the performance standards for the course.
- 7) Those classes offered in a high school setting will maintain a collegial atmosphere with minimum interruptions in instructional time as established by SBE Rule 6A-14.064.
 - i. Service region public school districts are approved to offer up to four (4) dual enrollment courses and four (4) sections of that dual enrollment course at high school site within an academic year. IRSC discipline instructional deans and/or provost will have the authority to override course limit if requested by school district designee and must be approved by SACSCOC if thresholds are met.
 - ii. Secondary Schools must submit course request to IRSC instructional Dean and/or Provost Office(s) being considered to take place on high school sites. A list of provost/instructional dean contact information is listed, in DE Administration Handbook.
- 8) IRSC and secondary schools shall collaborate to ensure full compliance with SACSCOC standards regarding the number of college credit courses which may be offered on a high school site prior to seeking Substantive Change approval.
 - i. IRSC instructional deans/designee must be granted unrestricted unannounced access to high school dual enrollment classes to observe the quality of instruction.
- 9) IRSC shall provide all instructors teaching dual enrollment courses with the approved course plans, syllabi, course objectives, learning outcomes assessments, and final exams.
- 10) All instructors teaching dual enrollment courses shall provide a copy of any modifications to a course syllabus to the appropriate IRSC Department Chair or Academic Dean prior to the start of each term.
- 11) All adjunct faculty teaching dual enrollment courses shall be provided with electronic access to the IRSC Adjunct Faculty Handbook and IRSC Student Handbook.
- 12) Secondary schools that do not have a signed dual enrollment agreement with Indian River State College cannot offer a dual enrollment course(s)/labs. A Students enrolled in such classes/labs will not receive credit from IRSC.

Responsibilities:

- 1.) Students enrolled in dual enrollment classes in accordance with this Agreement are exempt from payment of registration, matriculation, and laboratory fees.
- 2.) Insurance fees will be paid by the student unless the BOARD provides appropriate insurance for coverage.

- 3.) Students and/or the BOARD are responsible for transportation to and from dual enrollment classes.
- 4.) The President or designee, for the TRUSTEES, shall have the responsibility for selection of textbook and courses materials in accordance with this Agreement.
- 5.) The BOARD is responsible for providing instructional materials used in courses offered in accordance with this Agreement. The President or designee, for the TRUSTEES, and the Superintendent or designee, for the BOARD, shall mutually approve and agree upon procedures and conditions for the purchase, resale, and any reimbursement for instructional materials.
- 6.) All textbooks and reusable course materials become the property of the BOARD at the end of the course and must be returned to the school by the student using the course materials.
- 7.) The BOARD shall be responsible for payment of instructors employed by the BOARD for courses offered in accordance with this agreement.
- 8.) Class size, locations and time of course offerings will be approved by the President or designee, for the TRUSTEES.
- 9.) Academic policies including grading, course withdrawals and repeats, and attendance will be in accordance with the College Catalog for Indian River State College, SBE Rule 6A-14.064.
 - i. School District advisors/counselors and IRSC advisors/counselors will work collaboratively to ensure students' dual enrollment registration eligibility.
- 10.) Students and parents shall sign an acknowledgment of the following college course-level expectations:
 - a. Students must register for courses by the deadline established by the school district. Registration deadlines established by the school district, however, cannot exceed the last date of registration allowed by IRSC. School districts without established deadlines shall use IRSC's established deadlines.
 - b. Any letter grade below a "C" will not count as credit toward satisfaction of the requirements of SBE Rule 6A-10.030 F.A.C.; however, all grades are calculated into a student's GPA and will appear on the college transcript.
 - c. All grades, including "W" for withdrawal, become part of the student's permanent college transcript and may affect subsequent postsecondary admission and financial aid eligibility.
 - d. College course materials and class discussions may reflect topics not typically included in secondary courses. College courses will not be modified to accommodate variations in student age and/or maturity.
 - e. Courses will be selected to meet degree/certificate requirements in order to minimize student, school district, college and state costs for excess hours.
 - f. Students who withdraw from a course, or fail a course, cannot take additional dual enrollment classes until they have retaken

and completed the course, or an alternative course jointly agreed upon by the student and high school guidance counselor, and IRSC assigned advisor via the student's Guided Pathway/Academic plan, at their own expense or during the summer when no tuition is charged to the school district. Dual enrollment students must adhere to all of the College's withdrawal procedures including talking with their instructor before withdrawing from a course.

- i. Students who withdraw/fail a course two consecutive times will only be eligible to attempt dual enrollment courses during the summer semesters until course(s) are successfully completed.
 - ii. Dual Enrolled students needing to attempt courses more than once will be required to meet with their IRSC assigned advisor prior to any re-enrollment.
 - iii. Dual Enrolled students will be eligible to enroll in a maximum of 12 credits over the summer, with neither Session A nor Session B exceeding 6 credits.
- g. Students will be limited to a maximum of 60 credit hours of dual enrollment. At the request of the school district official exceptions can be made for students pursuing their associate degree or certificate. A request must be made in writing from a school district official to IRSC's Vice President of Enrollment & Student Services. Course(s) approved must be creditable toward high school completion and associate degree or certificate.
- h. First-time dual enrollment students cannot participate in more than 2, three- credit courses during their first semester. One of the two courses must be SLS 1101.
- i. Students recommended for secondary school expulsion and who are assigned to an alternative school setting may be ineligible for dual enrollment while attending the assigned alternative school. Students enrolled in dual enrollment courses prior to an assignment at an alternative school may be permitted to complete their dual enrollment course(s) but may not be permitted to enroll in additional classes as previously described.
- j. School districts must notify IRSC's Vice President of Enrollment & Student Services if one of their participating dual enrollment students has been expelled from his/her secondary school.
- k. Indian River State College must notify the appropriate school district if a dual enrollment student is expelled from the College.
- l. Dual Enrollment students are expected to contact their instructor if they are having challenges in a specific course. As such, the student, and not a parent or guardian, should address concerns, complaints, and challenges.

- 11) Grades awarded by IRSC are not subject to change by the BOARD or its representatives, including a "W". State BOARD Rule 6A-1.09941, F.A.C., *State Uniform Transfer of High School Credits*, establishes uniform procedures related to the high school's acceptance of transfer credit for students in Florida's public schools.

Financial Arrangements – Tuition and Cost Sharing:

- 1) When dual enrollment instruction is provided on the high school site by an Indian River State College faculty member, the school district shall reimburse the costs associated with the proportion of salary and benefits and other actual costs of the college to provide the instruction. On-line dual enrollment courses which are taught by an Indian River State College faculty member are subject to this provision.
- 2) When a dual enrollment course is held on the high school campus and instruction is provided by school district faculty, the School Board of Indian River County is only responsible for the College's actual costs associated with offering the program. Indian River State College and the School Board of Indian River County agree to share in these other actual costs; therefore, no charges will be assessed. On-line dual enrollment courses which are taught by school district faculty approved by IRSC to teach the course are subject to this provision.
- 3) The College will invoice the school district twice, on October 19, 2018, and on February 15, 2019, during the 2018-19 school year. The invoice is payable 30 days from the date of the invoice and will include the details previously listed in the agreement on pages 1 and 2.
- 4) Payments by check are the preferred method of payment. For payments made via credit card, a surcharge of 2.6% of the total amount due will be added."

ARTICLE III. Evaluation of the Agreement: This agreement shall be renewed annually unless both parties request a change or termination, in which case a change or termination will be given in writing by either party with ninety (90) days prior to such change or termination taking place. Evaluation of the Agreement will take place throughout the school year and include identifying problems, taking corrective actions, new strategies, and associated costs to implement those strategies. New courses will be added to the *DUAL ENROLLMENT EQUIVALENCY LIST* once approved by the DOE.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed in their respective names by their proper official, under these official seals, the day and year written below:

THE DISTRICT BOARD OF TRUSTEES
Indian River State College



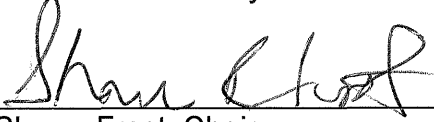
Jose Conrado, Chair

Date: August 28, 2018

Attest: 

Edwin R. Massey, President

SCHOOL BOARD OF
Indian River County



Shawn Frost, Chair

Date: 8/28/18

Attest: 

Dr. Rendell, Superintendent

Work-Based Learning Experiences (WBLE) Budget
18-19

Function	Object	Description	Budgeted Amount
5200	1000	Employment Specialist Salaries (\$31,480.00 x 2.5 Employment Specialists = \$78,700.00)	\$78,700.00
	2100	Retirement (\$436.34 x 2.5 = \$1,090.85)	\$1,090.85
	2200	Social Security (\$443.87 x 2.5 = \$1,109.68)	\$1,109.68
	2300	Group Insurance (\$17.25 x 2.5 = \$43.13)	\$43.13
	2400	Workers Compensation (\$83.94 x 2.5 = \$209.85)	\$209.85
Subtotal			\$81,153.51
		Equipment and Materials	\$5,000.00
		Shuttle Bus (\$80,000.00 x 2 = \$160,000.00)	160,000
		Marketing	\$1,000.00
		Student Intern Uniforms	\$1,000.00
		Field Experiences Transportation	2,000.00
		Portable Devices (telephone, iPad, scanner, printer, digital camera)	3,000.00
		Office Furniture	\$2,000.00
Subtotal			\$174,000.00
Total			\$255,153.51

**STATE OF FLORIDA
DEPARTMENT OF EDUCATION
(NON-STATE TERM)**

NO. 19-134

Department of Education Division: Vocational Rehabilitation Bureau: Vendor and Contracted Services Section: Monitoring and Employment Contracting Unit	Name of Contractor <u>School District of Indian River</u> Address of principle place of business: <u>6500 57th Street</u> <u>Vero Beach, Florida 32967</u>
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This Contract ("Contract") is entered into as a contractual undertaking by and between the Florida Department of Education ("Department") and the above-named Contractor ("Contractor") as of the Effective Date concerning the project identified below ("Project").

I. Name of Project:

Work-Based Learning Experience (WBLE) for Transition Students with Disabilities

II. Brief Summary of Nature and Purpose of Project:

A. Background

The Florida Vocational Rehabilitation Program is operated by the Department of Education's Division of Vocational Rehabilitation (VR). All program activities are conducted in accordance with the regulations found in 34 C.F.R. Part 361 and Chapter 413, Part II, Florida Statutes. Passage of the Workforce Innovation and Opportunity Act (WIOA) established VR as the primary agency for preparing youth with disabilities for employment while the youth is still in high school, including being able to access services while pursuing postsecondary education. Services are provided statewide through a combination of in-house and privatized staff. VR and contracted providers work as partners in interdependent relationships to provide quality vocational rehabilitation services to persons with disabilities in Florida.

B. Purpose

The purpose of this Contract is to create and/or expand Work-Based Learning Experience (WBLE) for transition Students with Disabilities. WBLE is an instructional methodology that uses the workplace or real work to provide students with the knowledge and skills that will help them connect experiences while in school to real life work activities and future career opportunities, increasing their post-school outcomes. Students participating in WBLE develop appropriate work skills, behaviors, and work tolerance needed to plan for and achieve successful employment after high school. It is essential that direct employer or community involvement be a component of the WBLE to ensure student engagement. These opportunities are meant to engage and motivate students, while augmenting the learning process. In addition, WBLE requires students to actively participate and includes an evaluation of relevant acquired skills.

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Students with disabilities who receive Pre-Employment Transition Services (Pre-ETS) may participate in the WBLE. Students with disabilities are ages 14-21, are in school, and have a documented disability. They choose to receive only Pre-Employment Transition Services (Pre-ETS) without formally applying to VR, going through eligibility determination or developing an Individualized Plan for Employment (IPE). VR customers are students who wish to receive Pre-ETS and may require additional VR services and supports. They have applied and been found eligible for VR services. These students may be on a waiting list as a result of Order of Selection (OOS) if they received Pre-ETS prior to being placed on a waiting list.

III. Contract Documents:

The documents establishing and constituting the contractual relationship between the Department and the Contractor (referred to collectively as the "Contract") supersede all prior agreements and understandings, written or oral, regarding this Project and consist of the following:

- This Contract, including all of the following attachments, which are hereby incorporated by reference and made a part hereof, and which are identified as follows (reference additional attachments as appropriate):
 1. Attachment A: Detailed Description of Performance Duties;
 2. Attachment B: Payment Schedule;
 3. Attachment C: Standard Terms and Conditions; Attachment C Paragraph XXVIII does not apply to the agreement.

In the event of a conflict between the Contract and any of the attachments, the order of priority in terms of the controlling provisions and documents are as follows: this Contract, Attachment A, Attachment B, Attachment C.

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IV. Project Management:

The Department and the Contractor designate their respective representatives, identified below ("Contract Manager"), for coordination, communication, and management of the Project.

For the Department:

Cacetha Sims
(Name)

Contract Manager
(Title)

4070 Esplanade Way
2nd Floor
Tallahassee, Florida 32399-7016
(Mailing address)

Telephone: (850) 245-3373
Fax: (850) 245-3362
Email: Cacetha.Sims@vr.fldoe.org
(Phone, fax and e-mail)

For the Contractor:

Heather Stanford
(Name)

Supervisor
(Title)

6500 57th Street
Vero Beach, Florida 32967
(Mailing address)

Telephone: (772) 564-3000
Fax: (772) 564-5958
Email: heather.sanford@indianriverschools.org
(Phone, fax and e-mail)

V. Effective Date:

This Contract shall be effective on the date upon which it is signed by both Department and Contractor, whichever is later.

VI. Expiration Date:

This Contract shall expire on May 31, 2019, unless cancelled earlier in accordance with its terms.

VII. Renewal:

Subject to the limitations set forth in Sections 287.057(13), and 287.058(1)(g), Florida Statutes, and Attachment C, Section I.F, this Contract is renewable at the option of the Department for a renewal period or periods with commencement and expiration dates as follows:

No renewals

VIII. Travel:

Contractor will will not be reimbursed for travel pursuant to Section 112.061, Florida Statutes.

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IX. Notice:

Notice given pursuant to the terms and conditions of this Contract shall be sufficient if given to the receiving party's Contract Manager either 1) in writing addressed to that Contract Manager by certified mail, return receipt requested, or 2) by hand delivery, 3) by facsimile, or 4) by email.

X. Approval and Execution:

The Department and the Contractor have caused this Contract to be executed by their undersigned officials, duly authorized.

School Board

DEPARTMENT OF EDUCATION

By: 

By: _____

Printed Name: Mark Rendell

Printed Name: Pam Stewart

Title: Superintendent

Title: Commissioner

Date: 8/28/18

Date: _____

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

A. Overview and Purpose:

Engaging students with disabilities earlier allows for a seamless transition from high school to postsecondary education, training, or employment. Early referral, application, and the provision of work-based learning experiences allow VR staff the opportunity to establish effective counseling relationships and rapport with students, families and educators.

WBLEs can be paid or unpaid. As an evidence-based indicator for student success in postsecondary employment and independent living, paid WBLEs are the expectation of VR. Students shall receive assistance in developing appropriate work skills, attitudes, behaviors, and work tolerance needed to plan for and achieve successful employment after high school.

Types of WBLE activities include:

- Job Shadowing
- Career Mentorship
- Informational Interviews
- Paid and Non-Paid Internships and Work Experiences
- Volunteering and Service Learning
- Workplace tours/field trips

B. Definitions:

1. Career Mentorship – An arrangement in which a mentor teaches or provides career guidance and advice to a student with disabilities.
2. Community-Based Work Experiences (CBWEs) – WBLE were previously defined as CBWE for purposes of past agreements. CBWE remains coded in the VR system and will be used on any IPE and when authorizing for Pre-ETS described herein. This will allow for continuity in data collected in regard to this and prior contracts between VR and school districts.
3. Competitive Integrated Employment – Work that is performed on a full-time or part-time basis (including self-employment) for which the individual is compensated at a rate equal to or above minimum wage and not less than the customary rate paid to non-disabled employees, is eligible for the level of benefits provided to other employees, where the disabled employee interacts with non-disabled persons to the same extent as non-disabled employees, and, as appropriate, the disabled employee has opportunities for advancement similar to non-disabled employees.
4. Disability Documentation – Documentation that can be used to serve potentially eligible students Pre-ETS. This may be an IEP, Section 504 Plan, or other school documentation indicating an individual's status as a student with a disability.
5. Discovery – A time-intensive, comprehensive, person-centered assessment that determines where and when students perform at their best. Information is gathered through a series of interviews, activities, and observations. Interviews are conducted with the students, family, friends, teachers, neighbors, and others. The focus is on learning about the students' strengths, interests, talents, goals, and conditions for success. This information is assimilated and summarized into profiles that are useful in students' career planning and establishing employment goals.
6. Employment Specialist (ES) – The ES is a school district employee who provides WBLE that prepares students for and facilitates employment and/or reemployment. The ES is

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
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DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

responsible for providing each student approved for Pre-ETS (with WBLE(s) by using interview/observation and assessment information about the student seeking the WBLE to target types of work experiences available from potential employers in the local labor market. The Contractor is responsible for hiring an employee who meets the VR requirements for an Employment Specialist, to ensure each ES has the required experience and skills to provide the WBLE services, supports, and deliverables.

7. Individual Educational Plan (IEP) – Plan which defines the individualized objectives of a student who has been determined to have a disability and requires special education services to reach his/her educational goals.
8. Individualized Plan for Employment (IPE) – Plan for VR customers which identifies the chosen employment goal, services needed to obtain that goal, service providers, service payers, and the amount of financial participation, if any.
9. Informational Interviews – Informal conversations with someone working in a career area/job that interests a student with a disability who will give that student with a disability information and advice. It is an effective research tool in addition to reading books, exploring the Internet and examining job descriptions. It is not a job interview, and the objective is not to find job openings.
10. Job Shadowing – a popular on-the-job learning, career development, and leadership development intervention. Essentially, job shadowing involves working with another employee who might have a different job in hand, might have something to teach, or can help the person shadowing him or her to learn new aspects related to the job, organization, certain behaviors or competencies²
11. One-Stop – Florida's One-Stop Center network was established to bring workforce and welfare transition programs together under one physical or "virtual" roof to simplify and improve access for employers seeking qualified workers or training programs for their existing employees and job seekers. There are more than 100 One-Stop Centers across Florida managed at the local level by regional workforce boards. Some are full-service centers providing direct access to a comprehensive array of programs at a single location, while others are satellite facilities capable of providing referrals or electronic access.
12. Order of Selection (OOS) – When VR does not have sufficient human or fiscal resources to serve all applicants who are determined eligible for services, federal regulations require that VR use an Order of Selection process. VR is required to prioritize services to people with the most significant disabilities first. Placement in a priority category provides a fair and orderly way to serve all applicants.
13. Paid and Unpaid Internship - temporary positions with an emphasis on on-the-job training rather than merely employment, and it can be paid or unpaid. An internship is an opportunity to develop specific job related skills before you are qualified for an actual job. Students may or may not be paid.
14. Paid and Unpaid Work Experience – general or vocational work experiences for the purpose of building basic workplace competence, gaining general workplace skills, or career preparation activities within a specific industry or career area. Experiences offer students the opportunity to explore careers and understand the nature of work through first-hand exposure to the workplace. Students may or may not be paid.

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15. REBA – Rehabilitation Electronic Billing Application is a web-based application for service providers, contract managers, and School District point of contacts. The application provides a centralized portal for managing referrals, reports and invoices.
16. Section 504 Plan (504) – Plan that describes accommodations that the school will provide to support and provide equal access to the education of students with disabilities.
17. Service Learning – work-based learning activity that integrates meaningful community service with classroom instruction and reflection to enrich the learning experience, teach civic responsibility, and strengthen communities.
18. Supported Employment (SE) – An employment model that provides services for individuals with the most significant disabilities who require ongoing support services to succeed in Competitive Integrated Employment. Intense job training is provided initially and then long-term supports are provided once the person has stabilized on the job.
19. Tier 1 Students – Students who require the fewest services and supports. Tier 1 services and supports are provided to all students with disabilities. Tier 1 services (time and focus) are based on the needs of the students. These students require less time than students in other tiers to make progress towards or achieve an IPE or WBLE goal or expected outcome. However, few services are required by the student and little support is needed from the Employment Specialist for success. Students in Tier 1 are likely to be more independent and self-directed.
20. Tier 2 Students – Students who require additional services and supports. Tier 2 services and supports are required by some students to improve their level and conditions of performance during their WBLE. The additional services and supports provided by the Employment Specialist are required by students to make progress towards or to achieve an IPE or WBLE goal or expected outcome. Students in Tier 2 are likely to require additional services or supports.
21. Tier 3 Students – Students who require the highest level of services and the most supports provided by the Employment Specialist to make progress towards or to achieve an IPE or WBLE goal or expected outcome. Students in Tier 3 would require ongoing services and supports. These students would require Supported Employment services.
22. Volunteering – when a person donates his/her time or efforts for a cause or organization without being paid. It may be a one-time only or an on-going commitment. It should directly or indirectly benefit people outside the family or household or else benefit a cause, even though the person volunteering normally benefits as well. Most volunteer sites are non-profit organizations.
23. VR Counselor – Provides vocational rehabilitation services to individuals with disabilities in order to prepare them for and facilitate their employment and/or reemployment. The VR Counselor interviews and evaluates applicants, and confers with medical and professional personnel to determine type and degree of disability, eligibility for service, and feasibility of vocational rehabilitation.
24. VR Youth Technician – Provides Pre-ETS to potentially eligible students who meet the WIOA definition of a student with a disability and have been referred through the Student Transition Activities Record (STAR) portal. The Youth Tech collects disability documentation, interviews the student and/or families to provide Pre-ETS and service provider choice.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

25. **Workplace Tours/Field Trips** – A group excursion for the purpose of first-hand observation to specific work sites. Students learn about the business, meet employees, ask questions and observe work in progress.

C. Manner of Service(s) Provision:

1. *VR's Responsibilities*

- a) VR will designate a Program Administrator and Contract Manager to act for VR in all matters pertaining to this Contract.
- b) VR will coordinate the IEP and IPE with associated documentation and data collection.
- c) VR will provide a copy of the IPE and each IPE amendment for any student referred, if applicable.
- d) VR will maintain copies of all reports in the VR case record.
- e) VR will accept and approve deliverables, invoices, and authorizations for services where appropriate for all matters pertaining to this Contract.
- f) VR will provide the Contractor with all VR approved training, forms needed for invoicing, and reporting deliverables under this Contract.
- g) VR will cooperate on all matters requiring concurrence or approval so that the Contractor will not be delayed in performance of all terms and conditions of this Contract.

2. *Contractor Responsibilities*

- a) Contractor shall designate a representative to act for the Contractor in all matters pertaining to this Contract.
- b) Contractor shall provide the VR Staff with a copy of the student's current Individual Educational Plan (IEP), 504 Plan, or other disability documentation and each disability documentation thereafter while participating in a WBLE. The IEP will define the individualized objectives of a student who has been determined to have a disability and requires special education services to reach his/her educational goals. The 504 and IEP will include the support and accommodations needed for the student with a disability to access his/her education.
- c) Contractor shall work closely with the VR staff to develop the WBLE Plan and Agreement for each student.
- d) Contractor shall provide the services identified in the WBLE Plan and Agreement to assist each student in making progress towards or achieving their IPE and/or WBLE goal or expected outcome.
- e) Contractor shall submit monthly Student Progress Report (SPR)s for each student being served. This report will include the following information: Student name, tier, and work happening towards IPE and/or WBLE goals and/or

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DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

outcome. This report will be submitted through REBA and must be approved by VR staff prior to payment being processed.

- f) Contractor shall submit the WBLE Rating Form as required for each student at the completion of his/her WBLE. This shall be completed and signed by the Site Supervisor.
 - g) Contractor shall submit the WBLE Final Report for each student at the end of each WBLE indicating each students' progress towards or achieving their IPE and/or WBLE goal or expected outcome.
 - h) Contractor shall process and submit all WBLE Plans and Agreements, monthly SPRs, WBLE Rating Forms, Final Reports, and invoices, under this Contract using the Rehabilitation Electronic Billing Application (REBA), unless given written authorization by VR to use an alternative method of approval. Invoices must accompany all WBLE Plans and Agreements and Final Reports.
 - i) Contractor shall make all requests for technical assistance in writing to the VR Contract Manager.
3. *Services Provided by the Contractor*

Work-Based Learning Experience (WBLE)

Students who participate in WBLE will have an array of services available to them to ensure they are making progress towards or achieving their IPE and/or WBLE goal or expected outcome and their individual needs are being met. Services include:

- Review Career/Interest assessment(s)
- Job Analysis
- Worksite development
- Employer Assistance
- WBLE Learning and Preparation Acts
- Job Placement
- Job Accommodations
- Job Coaching
- Job Retentions Services

Contractor and VR Staff will work collaboratively to determine the strengths, aptitudes and interests of each student receiving services under this Contract. The Contractor will identify WBLE(s), paid or unpaid, with the expectation of paid, where the student learns first-hand the necessary work skills, attitudes, and behaviors at an inclusive and integrated worksite.

The development and provision of work experience is as follows:

This is done by using assessment information for the student seeking a work experience to target the types of work experiences available from potential employers in the local labor market and includes:

- i. Contacting employers and building networks to develop and/or identify work experiences;

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DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

- ii. Assisting the student with identifying inclusive, integrated community based worksites and ensuring the student has transportation to worksite. If the student needs transportation, the Contractor shall arrange or provide;
- iii. Referring students to worksites for potential work experiences;
- iv. Providing students with work experiences, as appropriate;
- v. Ensuring the work site is an individual work experience and not part of an enclave or mobile work crew based upon the U.S. Department of Labor definitions as follows:
 - 1) Enclave is a small group of people with disabilities (generally 5-8) trained and supervised among employees who are not disabled at the host company's work site.
 - 2) Mobile Work Crew is a small crew of persons with disabilities (up to 6) working as a distinct unit and operates as a self-contained business that generates employment for their crew members by selling a service. The crew works at several locations within the community;
- vi. Conducting job analysis, to include, as appropriate:
 - 1) A systematic investigation of the discrete tasks, working conditions, and requisite knowledge, skills, and aptitudes needed to perform a job.
 - 2) Identifying the essential functions of a job. The essential job functions are those job duties that must be completed, with or without accommodation.
 - 3) Using job analysis to match individuals to positions that best meet their needs and the needs of an employer. A job analysis is also useful in identifying and developing potential accommodations needed for individuals with disabilities to perform certain tasks.
- vii. Conducting Discovery activities to include, as appropriate:
 - 1) Identifying an individual's skills, talents, contributions, and interests in multiple settings to determine where they are at their best and their ideal conditions for employment.
 - 2) Use of various activities to obtain this information, including meetings with families and others familiar with the individual, paid/unpaid work experiences, and observations of performance at home, school or in the community.
- viii. Connecting the student with the local One-Stop.

Job Retention

Contractor shall provide the student with Job Retention Support while working under a WBLE. These are ongoing job support services that are employment-related, and needed to promote retention in the worksite. Job Retention Support services may consist of:

- i. Routine follow-up with the employer and the student to promote WBLE success;
- ii. Support services to address issues such as a decrease in productivity of the student receiving services;
- iii. Providing worksite consultation to identify barriers to employment, when appropriate; and
- iv. Negotiating WBLE worksite accommodations.

Hands-On Learning

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DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

Contractor shall provide students with hands-on learning.

This is the use of structured intervention techniques to help the student learn to perform job tasks and develop the interpersonal skills necessary to be accepted as a worker at the job site. Hands-On instruction may consist of:

- i. One-on-one job duty instruction as a service to students who have a goal of Supported Employment. Students may require individual assistance in learning job tasks, often requiring an Employment Specialist who understands a specific learning style by which the student learns best and how to break tasks down into discrete steps to teach the necessary job tasks. Some students may initially require coaching for a particular job, but may not require coaching throughout their work life. Most would require ongoing supports through an identified service provider or other means.
- ii. Assisting a service provider with understanding all factors impacting the student's work experience and during a student's transition to Supported Employment services, including any specific training issues or concerns, co-worker and employer expectations, family concerns, mode of transportation, etc. This assures the transition to Supported Employment services goes smoothly and that the service provider has a complete understanding of the student's specific long-term needs.
- iii. Use structured intervention techniques including conducting situational assessments, possibly using Discovery to ensure the student is well-matched to a particular job that he or she desires and has the potential to learn; conducting job site and environmental analysis to further ensure the job is a good match for the student; developing and implementing task analysis, with prompting and building in self-management strategies, if needed to teach the discrete steps of the job and enhance the student's capacity to perform independently; to help the student learn to perform job tasks to the employer's specifications and to learn the interpersonal skills necessary to be successful in employment and within the community.

Based on the tier level, services should be provided for the student to receive the assistance they need to make progress towards or achieving their IPE and/or WBLE goal or expected outcomes. Guidelines are provided as to anticipate services and supports and time those services and supports may be required for students in each tier.

Tier	Anticipated Services/Support Per Tier	Required Support:
1	Career/Interest Assessments, Job Analysis, Worksite development, Pre-WBLE Preparation Activities, Job Placement, Accommodations (if necessary)	Occasionally
2	Career/Interest Assessments, Job Analysis, Worksite development, Pre-WBLE Preparation Activities, Job Placement, Accommodations (if necessary), Hands-On Learning	Regularly
3	Career/Interest Assessments, Job Analysis, Worksite development, Pre-WBLE Preparation Activities, Job Placement, Accommodations (if necessary), Hands-On Learning, and Job Retention	Ongoing

Internships and work exploration have time limits. Additional time is available for VR customers as they may require additional time to make progress towards or achieve their IPE and/or WBLE goal or expected outcomes.

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DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

For students receiving Pre-ETS, the following time limitations apply:

- Career Exploration – (limited to 5 hours/job) – a brief exposure to a variety of work settings and may include worksite field trips, job shadowing, or information interviews.
- Work-Related Training and Work Experience – (limited to 120 hours/job) – a period of work experience for the purpose of learning, practicing, or applying soft, social, or work readiness skills.

4. Deliverables & Associated Benchmark

Contract benchmarks, including associated tasks and performance standards, are described in Table 1 – *Deliverables*.

TABLE 1 – Benchmark		
<i>No.</i>	<i>Benchmark</i>	<i>Amount</i>
1.	• WBLE Plan and Agreement – Tier One	\$980
2	• WBLE Final Report – Tier One	\$653
3.	• WBLE Plan and Agreement – Tier Two	\$1,960
4.	• WBLE Final Report – Tier Two	\$1,306
5.	• WBLE Plan and Agreement – Tier Three	\$3,920
6.	• WBLE Final Report – Tier Three	\$2,612

TABLE 2 - Minimum Service Levels	
1.	The Contractor will provide the services identified for each benchmark in order to receive payment.

5. Reporting

- a) Contractor shall provide a proof of completion for each benchmark no later than 30 days following the end of the month for which services were provided.
- b) Contractor shall provide all required documentation at the end of each month in the REBA system.

6. Monitoring

- a) VR may conduct periodic monitoring visits during the Contract period to verify Contractor compliance.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

D. Method of Payment:

1. This is an open-ended, fixed rate Contract. VR will pay the Contractor a fixed rate for the accomplishment of benchmarks, as defined in Section C.4.
2. Each student is allowed no more than four (4) WBLE service referrals during the school year.

E. Financial Consequences:

If the Contractor fails to meet or comply with the activities and deliverables established in the Contract or make appropriate progress on activities and/or towards deliverables and they are not resolved within ten (10) days of notification, VR may terminate the Contract or refuse to pay an invoice until all work is properly completed.

F. Special Provision(s):

1. Applicable Laws
 - a) This Contract is governed by the following State and Federal regulations:

The Rehabilitation Act of 1973 as amended; Chapter 413 (Part II), Florida Statutes; and the Workforce Innovation and Opportunity Act. Other applicable regulations include 2 CFR Part 200, the Education Department of General Administrative Regulations (EDGAR), the VR State Plan and the State Program Regulations in the Code of Federal Regulations, Part 361.
3. Data Collection & Dissemination
 - a) VR will collect data through REBA on, at a minimum, services provided and payments made to the Contractor.
 - b) Data collected may be compiled into reports and shared with, at a minimum, the Contractor, VR staff, student participants, and other stakeholders.
4. VR reserves the right to suspend this Contract if, by way of routine monitoring or receipt of stakeholder complaint, VR suspects the Contractor has engaged in fraudulent activity.
5. C., Standard Terms and Conditions
 - a) Section III. is amended to include the following:

Invoicing

 - i. Use of REBA website is a condition of this contract. This includes the electronic signing of documents through submission in the REBA system.

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PROCUREMENT CONTRACT – ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

- ii. The Contractor shall submit a properly completed invoice on a monthly basis, including all supporting documentation, to the Contract Manager no later than thirty (30) days after the close of monthly business.
- iii. Payment will be made only for services listed on the invoice completed in accordance with the terms and conditions of this Contract. The Contract Manager may reject an invoice and/or request repayment for any service determined to be out of compliance.
- iv. Other documentation that may be requested by the Contract Manager.
- v. The Contractor shall retain documentation in an auditable format sufficient for proper pre and post audit requirements and at one location as they relate to each invoice submitted to VR and provide such documentation to VR upon request.

b) Section VIII. is not applicable to this Contract.

c) Section X. is amended to include the following:

The Contractor shall not use or disclose any information concerning a student participant for any purpose not in conformity with s. 413.341, Florida Statutes, and 34 C.F.R. § 361.38 without the express prior, written consent of the customer or the responsible parent or guardian.

d) Section XVIII. is not applicable to this Contract.

e) Section XL. is added as follows:

The Contractor shall report to VR and the Florida Abuse Hotline any reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult. The Florida Abuse Hotline's statewide toll-free telephone number is 1-800-962-2873.

f) Section XLI. is added as follows:

The Contractor shall notify VR immediately if it is, or becomes a party to any contract with, a State of Florida Career Source Center.

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**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE**

The Payment Terms and Schedule for the procurement contract awarded to School District of Indian River, Contract Number 19-134 are as follows:

- I. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract into which this Attachment B is incorporated.
- A. Place an "X" beside *either* 1 or 2:
1. The total payment shall be the amount entered in the space provided in Section II, below.
- Or
2. The total payment shall be an amount not to exceed the amount entered in the space provided in Section II, below.
- Or
- Not applicable
- B. Place an "X" beside *either* 1 or 2:
1. The total payment shall be paid as a single, lump sum payment upon the Contractor meeting the criteria for completion of the Contract.
- Or
2. The total payment shall be paid as scheduled progress payments in accordance with Section III, below, which prescribes the amount of each payment, the specified Deliverable(s) that must be received and approved prior to each payment, and the projected payment date.
- Or
- Not applicable
- C. If I.A.2. applies, place an "X" beside any of the following that apply:
1. The total payment includes amounts, which are set aside for specified activities as described in Section IV, below. Records shall be kept by the Contractor to account for amounts earned for each activity. In the event that the full amount set aside for any activity is not earned, the unearned amount shall revert to the Department and shall be reflected as an adjustment to the final payment.
2. Contract payments shall be based on a system of rates as prescribed in Section V, below, which shall account for all or a portion of the total contract payment also as prescribed in Section V, below.
- II. As specified in Section I.A., the amount of the total payment, or the amount that the total payment shall not exceed is the following: This is an open ended fixed rate Contract.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE**

III. The schedule of progress payments, the Deliverable(s) required to be received and approved, and the projected payment dates are set forth below. The actual date of payment shall be governed by the receipt and approval of the Deliverable(s), not by the projected payment date which is included to assist in planning the Contract activities and managing the project.

Major Deliverable Price	Projected Date	Description of Deliverable(s):	Source Document Page
\$980	As completed by Contractor	<p>Tier One <u>WBLE Plan and Agreement</u> Prior to commencement of Work-Based Learning Experience, the Contractor shall work collaboratively with the Student and Employer to develop the WBLE Plan and Agreement. Contractor must show proof student meets the definition of Tier One.</p>	
\$653	As completed by Contractor	<p><u>WBLE Final Report</u> At the completion of the Work-Based Learning Experience, the Contractor shall submit the WBLE Final Report. The Report is an assessment of the student's experience during the WBLE. The Report must reflect at least 20 hours in service.</p>	
\$1,960	As completed by Contractor	<p>Tier Two <u>WBLE Plan and Agreement</u> Prior to commencement of Work-Based Learning Experience, the Contractor shall work collaboratively with the student and employer to develop the WBLE Plan and Agreement. Contractor must show proof student meets the definition of Tier Two.</p>	
\$1,306	As completed by Contractor	<p><u>WBLE Final Report</u> At the completion of the Work-Based Learning Experience, the Contractor shall submit the WBLE Final Report. The Report is an assessment of the student's experience during the WBLE. The Report must reflect between 21 – 40 hours in service.</p>	

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE**

\$3,920	As completed by Contractor	<p>Tier Three <u>WBLE Plan and Agreement</u> Prior to commencement of Work-Based Learning Experience, the Contractor shall work collaboratively with the student and employer to develop the WBLE Plan and Agreement. Contractor must show proof student meets the definition of Tier Three.</p>
\$2,612	As completed by Contractor	<p><u>WBLE Final Report</u> At the completion of the Work-Based Learning Experience, the Contractor shall submit the WBLE Final Report. The Report is an assessment of the student's experience during the WBLE. The Report must reflect 41 or more hours in service.</p>

IV. The amounts included in the total payment which are set aside for specified activities in accordance with Section I.C.1, above, the specified activity to which each amount pertains, and the criteria under which the Contractor earns portions of the amount which is set aside are described below: **Not Applicable.**

- Amount Set Aside: \$
- Description of Activity:
- Criteria for Earning Portion of the Amount which is set aside:

V. The system of rates upon which contract payments are based is prescribed as follows: **Not Applicable.**

A. As applicable, the type of work or the professional designation of a worker to whom the rate applies, the dollar amount of the rate, and the time unit covered by the rate amount are set forth below:

- Dollar Amount: \$
- Per Time Unit:
- Type of Work or Professional Designation of a Worker:

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
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B. As needed, further description or explanation of the information prescribed in Section V.A, above, such as but not limited to conditions precedent to the commencement of work, payment caps by category, or conditions under which the time unit or dollar amount may be adjusted are as follows:

C. Each invoice which requests a payment based upon the system of rates:

- shall identify the pertinent dollar amount per time unit and the category of type of work, or professional designation of worker, in language which corresponds to subsection V.A, above;
- shall specify the totals of the time units and amount of payment sought for each category of type of worker and for each worker, and,
- shall be documented by time and performance records which are adequate for preaudit and postaudit.

VI. For purchases pursuant to state term contracts, the total payment for completion of all requirements of the Contract which makes specific the Department's procurement under a State Term Contract awarded to the Contractor by the Department of Management Services reflects a savings to the Department in comparison to the total projected amount for the same work under the rates established in the State Term Contract No. _____, as explained below:
Not Applicable.

VII. Federal funds awarded through the Department by this Contract, if any: **None \$** _____.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
STATEMENT OF WORK – ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

Contract No. 19-134

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S."):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof
 - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
 - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.
 - D. The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.
 - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
 - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.
- II. In fulfilling its obligations under this Contract and Chapter 119, F.S., Contractor must comply with the requirements outlined in s. 119.0701, F.S. If Contractor fails to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Contract necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Contractor regarding an action brought to enforce a public records request sent to Contractor, or terminating the Contract. Pursuant to s. 119.0701, F.S., Contractor must:
- A. Keep and maintain public records required by the Department to perform the service;
 - B. Upon request from the Department's custodian of public records, provide the Department 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 the cost provided in chapter 119, F.S., or as otherwise provided by law;
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and
 - D. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-245-0735 & contractcustodian@fldoe.org, Florida Department of Education, Attn: Contract Custodian 325 W. Gaines Street, Suite 344, Tallahassee, FL 32399-0400.**
- III. The Contractor shall prepare an invoice for the amount due and mail it to the Department of Education Comptroller after having delivered the products and services required under this Contract to the Contract Manager. The invoice shall set forth details sufficient for a proper pre-audit and post-audit including, where applicable, the products and services delivered and completion dates. Upon receipt of the invoice, the Department of Education Comptroller will request confirmation from the Contract Manager that the delivered products and services are satisfactory and payment is due. If for any reason they are not satisfactory, payment will be withheld until the unsatisfactory condition or conditions are corrected. Upon receipt of the Contract Manager's approval, the Department of Education Comptroller shall process each invoice in accordance with the provisions of s. 215.422, F.S.
- A. Contractor agrees to submit invoice within thirty (30) days of the Department's acceptance of deliverables. It is understood that should Contractor fail to submit invoice within thirty (30) days following the Department's acceptance of the deliverables, the Department shall not be responsible for payment thereof under this contract or quantum meruit.
- IV. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department's Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at 866/352-3776 or by calling the Chief Financial Officer's Hotline, 800/342-2762.

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- V. As used in this Contract, the term "Deliverable" refers to tangible "commodities", as defined in s. 287.012(5), F.S., which the Contractor provides pursuant to the Contract and to reports or other tangible or documentary evidence which demonstrate that the Contractor has performed the services required by the Contract. The following provisions govern Deliverables, as applicable:
- A. Each Deliverable must be physically delivered to the Department's Contract Manager, or to a person designated by the Contact Manager. If delivery is made to a designee, the Contractor shall give written notice to the Contract Manager of the delivery. A Deliverable is not received until the Contract Manager has physical control of deliveries or has written notice that the designee has physical control.
 - B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Department or Contractor, independently or jointly, the Department's inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan as stated in Attachment A, until approved in accordance with the plan.
 - C. In each case of a Deliverable of information technology, as defined at s. 287.012(14), F.S., unless specified otherwise in Attachment A, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications in:
 - 1. a test environment that simulates the production environment as much as is reasonably possible; and
 - 2. the production environment for which it is intended for a period of time sufficient for the information technology to have experienced the major foreseeable exigencies of the production functions.
 - D. The Department's inspection, including testing when applicable, shall determine whether or not the Deliverables appear to be in compliance with the Contract. The Contractor shall be notified in writing of any apparent deficiency. The written notice shall detail the specific action required by the Contractor to correct the deficiency. The Contractor shall timely correct such deficiency and resubmit the deliverable for acceptance.
- VI. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and/or s. 837.06, F.S., pertaining to false official statements.
- VII. This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. The Department's and State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- VIII. Notwithstanding anything to the contrary contained in a State Term Contract, Contractor warrants that all commodities, as defined in s. 287.012, F.S., shall meet the specifications of the Contract and shall be merchantable and fit for the particular purposes intended by the Contract.
- IX. The Contractor further warrants that as to each Deliverable produced pursuant to this Contract, Contractor's production of the Deliverable, and the Department'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. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants that:
- A. As to each work of software or other "information technology", as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable;
 - B. As to each image and sound recording incorporated into a Deliverable, the Contractor 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 recording was taken.
- X. The Contractor further warrants that the Contractor shall not disclose to any third party, without the express, prior, written approval of the Department, any personally identifiable information about any student. This applies to information which came from any record or report of a Florida public education institution or from any education record which is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g. The terms "record a report" and "student" shall have the meanings prescribed in s. 1002.22(2)(c) and (d), F.S. The term "educational record" shall have the meaning prescribed in 20 U.S.C. Section 1232g(a)(4).
- XI. In the event that the Governor and Cabinet are required to impose a mandatory reserve on appropriations, the Department shall amend this Contract to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the Deliverable products and services as may be necessary.
- XII. Intellectual property is subject to following additional provisions:
- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
 - B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf the State of Florida.
 - C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
 - D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
 - E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 - 1. The written source code;
 - 2. The source code files;
 - 3. The executable code;
 - 4. The executable code files;
 - 5. The data dictionary;
 - 6. The data flow diagram;
 - 7. The work flow diagram;
 - 8. The entity relationship diagram; and

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9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.
- XIII. The Department reserves the right, at its option, to issue a change order to delete work tasks reducing the total Contract amount by up to 10%. An addition of work tasks within the scope of the Contract, an increase in the total Contract amount, or a decrease of more than 10% of the total Contract amount, shall be implemented only by a Contract amendment signed by both the Department and the Contractor.
- XIV. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.
- XV. The Contractor understands that s. 20.055, F.S., requires every contractor and subcontractor to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing; and the Contractor shall comply with this requirement. The Contractor shall grant access to all records pertaining to the Contract to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.
- XVI. The Contractor agrees to permit onsite visits by designated Department employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. These audits may require Department access to records and data, computers and communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.
- XVII. The Contractor must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000 or the aggregate total of all contractual agreements between the Contractor and the agencies and political subdivisions of the State of Florida, whichever is greater. The Contractor shall add the Department as an additional insured on the general liability coverage. The insurance shall cover all of the Contractor's operations under this Contract and shall be effective throughout the Term of this Contract, as well as any renewals or extensions thereto. It is not the intent of this Contract to limit the types of insurance otherwise required by this Contract or that the Contractor may desire to obtain or be required to obtain by law. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage, and shall maintain and pay for same throughout the Term of this Contract. A Certificate of Insurance indicating adequate coverage shall be submitted to the Department prior to the time the Contract is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.
- XVIII. The Contractor agrees to provide the Department upon execution of this Contract with a performance bond or other security deposited with the Department in the total amount of the Contract or another amount if specified in the procurement specifications or Attachment A, guaranteeing that the Contractor will perform all work according to this Contract, within the time and price specified in the Contract. A performance bond shall be issued from a surety company, qualified to do business in Florida.
- XIX. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
- XX. In all cases in which the Contractor, with the advance written consent of the Department, assigns or subcontracts, all or any portion of the Contract:
- A. The Contractor shall monitor the subcontractor or assignee and establish controls to avoid or mitigate risks identified by the Department or the Contractor; and
 - B. The Contractor shall allow the Department to monitor subcontractor or assignee activity and compliance, and the Contractor shall require the subcontractor or assignee to promptly submit to the Department, at the Department's request, complete and accurate documentation pertaining to the subcontract or the Contract.
- XXI. The Contractor shall coordinate with and assist the Department's Contract Manager in the performance of the latter's responsibilities, which include without limitation:
- A. Monitoring the activities of the Contractor;
 - B. Receiving and reviewing the reports of the Contractor to determine whether the objectives of the Contract are being accomplished;
 - C. Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate;
 - D. Evaluating the process used by the Contractor to monitor the activities of any subcontractor or assignee; and
 - E. Accessing, directly, the subcontractors and assignees, as the Contract Manager deems necessary.
- XXII. This Contract may not be modified unless in writing signed by the Department and the Contractor.
- XXIII. The Department and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.
- XXIV. The Department and the Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.
- XXV. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.
- XXVI. Failure of the Department to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Department waiver of any term, provision, condition or covenant of the Contract shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Department shall be deemed a waiver of any default under the Contract.
- XXVII. Time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.
- XXVIII. The Contractor shall indemnify and hold harmless the Department, its attorneys, agents and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Department, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
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- XXIX. This Contract may be cancelled by written agreement of the Department and the Contractor specifically referencing this Contract. Such agreement shall specify the remaining measures necessary to be taken by each party.
- XXX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.
- XXXI. Should Contractor fail to perform to Contract terms and conditions, Contractor shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than ten (10) days following receipt of such notice) for correcting the failure. Such failure to perform shall otherwise be dealt within accordance with Rule 60A-1.006, F.A.C.
- XXXII. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- XXXIII. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to State of Florida Executive Order No. 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
- XXXIV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The Department may cancel this contract if an attached explanation is not acceptable to the Department or the Federal government.
- XXXV. MyFloridaMarketPlace
- A. MyFloridaMarketplace Vendor Registration
Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.
- B. MyFloridaMarketplace Transaction Fee
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(22), Florida Statutes, all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee which the Vendor shall pay to the State, unless exempt under Rule 60A-1.032, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.030, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.
For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.
Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- XXXVI. The Contractor shall comply with all applicable Federal, State and County laws, ordinances, rules, and regulations applicable to the Contractor and applicable to its performance under this Contract.
- XXXVII. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.) 71A-1.005 (1)-(3), and fully comply with all information technology security policies.
- XXXVIII. If this Contract is for goods or services over \$1,000,000, this Contract may be terminated at the option of the Department if the Contractor is found to have submitted a false certification as provided under subsection 287.135(5), F.S., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.
- XXXIX. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature too and may be appended to any other counterpart.



700 Central Parkway, Stuart, Florida 34994
Telephone: (772) 287-7650 Fax: (772) 287-1387

August 6, 2018

State of Florida, Department of Education
4070 Esplanade Way, 2nd Floor
Tallahassee, FL 32399

RE: Indian River County School District/Worker-Based Learning Experience for Transition Students with Disabilities

To Whom It May Concern:

As requested, attached is a certificate of insurance that confirms liability coverage for the Indian River County School District.

The school district is a member of the South Central Educational Risk Management Program (SCERMP) who is a qualified self-insurer in the State of Florida and granted immunity under Florida Statute 768.28 (as it now is written as it may be amended by the legislature at future dates). Liability is limited to \$200,000 per claimant, \$300,000 per claim or occurrence for negligent acts of the school district.

The school district is unable to list State of Florida, Department of Education as an additional insured due to the operation of F.S. 768.28 affecting sovereign immunity. Specifically, entities that are not themselves governmental entities cannot avail themselves the protections afforded through Florida law governing sovereign immunity. This self-insurance program is predicated upon the concept of sovereign immunity among its insureds. Therefore, entities that do not qualify for protection under this statute are not eligible to be an additional insured.

We appreciate your understanding and should you have any questions, please do not hesitate to contact me.

Sincerely,
Mary Sundeen
Relation Insurance Services
mary.sundeen@relationinsurance.com

AN INTERLOCAL AGREEMENT

BETWEEN THE INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS AND THE SCHOOL BOARD OF INDIAN RIVER COUNTY CONCERNING USE OF FACILITIES AND PAYMENT OF SCHOOL EMPLOYEES WORKING AT PUBLIC SHELTERS BUILDINGS FOR DECLARED STATE AND LOCAL EMERGENCIES

This Interlocal Agreement (the "Agreement") is made and entered into this _____ day of _____, 2018, (the "Effective Date") between the Indian River County Board of County Commissioners, (the "COUNTY") and the School Board of Indian River County (the "SCHOOL BOARD").

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163, Florida Statutes permits "public agencies" as defined in Section 163.01(3)(b), to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Florida Legislature has found that safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state; and

WHEREAS, pursuant to Section 252.38(l)(d), Florida Statutes, during a declared state or local emergency and upon the request of the director of a local emergency management agency, the School Board shall participate in emergency management by providing facilities and the necessary personnel to staff such facilities; and

WHEREAS, the COUNTY and the SCHOOL BOARD, together constituting the "Parties" to this Agreement, mutually desire that the SCHOOL BOARD make available certain school facilities for emergency shelters and the personnel to staff such shelters.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

1. **Recitals**

The Parties agree that the foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Purpose**

The SCHOOL BOARD agrees, that after meeting its responsibilities to pupils, it will permit upon request of COUNTY, the use of specific mutually agreed upon public school facilities set forth in Exhibit "A" (excluding the COUNTY Special Needs Shelter), attached hereto and made a part hereof, by COUNTY as emergency shelters in advance of a potential emergency and during and after an emergency. Use of the public school facilities as shelters shall be in accordance with all applicable laws, ordinances and SCHOOL BOARD policies, including but not limited to prohibitions against the possession and/or use of firearms, tobacco products and illegal drugs on SCHOOL BOARD-owned property. The SCHOOL BOARD shall have the absolute discretion to remove from a shelter any member of the public who violates any of the applicable laws, ordinances or SCHOOL BOARD policies.

The County will annually, before hurricane season, meet with School Board staff to discuss which of the designated shelters will **not** be available to serve as a general public shelter. The County shall coordinate with the School Board staff as to which school facilities are utilized and when such facilities shall be open and closed. During a localized Emergency Event, affecting only a portion of Indian River County, the County will utilize non-School Board buildings as shelter facilities whenever possible. The COUNTY will have the responsibility to determine when shelters will be closed after an emergency event.

3. **Staffing**

The SCHOOL BOARD agrees to operate, supervise and staff the shelters with SCHOOL BOARD personnel, including but not limited to: cafeteria staff, facilities' maintenance staff, custodians, and appropriate administrative staff as mutually acceptable to the COUNTY and SCHOOL BOARD. Disaster related roles and a staffing plan will be described for these staff members in a separate *Suggested Operating Procedures* document. The SCHOOL BOARD will be responsible for making sure personnel have any required or recommended Just-in- Time, American Red Cross training.

4. **Emergency Medical Services**

The County agrees to staff each activated shelter with a minimum of two Emergency Medical Technicians (EMTs) to provide emergency medical services within the facility should the need arise.

5. **Law Enforcement**

The COUNTY shall coordinate with the Indian River County Sheriff's Office to provide at least one law enforcement officer at each public shelter while the shelter is being utilized under this Agreement.

6. **Transportation**

The SCHOOL BOARD shall provide transportation assistance to the COUNTY, including the use of its vehicles and personnel, as deemed necessary by the COUNTY before and during an emergency event. In the event, the SCHOOL BOARD cannot provide enough drivers, the COUNTY may provide its own drivers, as long as such drivers have a CDL license or are drivers within the County's Fire Rescue Division.

7. **Reimbursement**

The COUNTY shall be responsible for reimbursing the SCHOOL BOARD for all reasonable and necessary costs and expenses incurred by the SCHOOL BOARD in providing the school facilities pursuant to the COUNTY's request in accordance with the Shelter Plan (referred to in Item 3. Staffing, above), except that SCHOOL BOARD employees' regularly scheduled salary will not be reimbursed and the COUNTY will not be responsible for reimbursing the SCHOOL BOARD for the administrative costs incurred by the SCHOOL BOARD. In the event a disaster has been declared, the COUNTY shall submit its claims for reimbursement directly through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. The COUNTY will submit project worksheets ("PW") to FEMA for approval of eligible project expenses. The SCHOOL BOARD shall provide any information requested by the COUNTY in support of completing the PW. The COUNTY will bear the risk that FEMA does not approve full reimbursement of expense or that a disaster is not declared.

The SCHOOL BOARD shall submit an invoice documenting all reasonable and necessary costs and expenses incurred by the SCHOOL BOARD in providing the school facilities pursuant to the COUNTY's request and in accordance with the Shelter Plan to COUNTY through its Office of Management and Budget. The COUNTY may require reasonable additional documentation of costs and expenses sufficient to document the expenditures per the COUNTY's Office of Management and Budget. Reimbursement requests will normally be paid within thirty (30) days following the COUNTY's receipt of the invoice(s), but in no event more than sixty (60) days, unless the COUNTY formally disputes in writing some or all of the costs and expenses as set forth herein. Notwithstanding the forgoing, the COUNTY shall reimburse all undisputed costs and expenses not later than sixty (60) days from receipt of the invoice. If the COUNTY disputes a cost or expense, the COUNTY shall within fifteen (15) days of receipt of the invoice, provide the SCHOOL BOARD with a written explanation of the basis of the dispute with regard to the disputed cost or expense and the parties shall attempt to resolve the dispute in accordance with the provisions of Chapter 164, Florida Statutes.

SCHOOL BOARD staff overtime costs, which includes straight time pay and time and one-half pay, will be reimbursed in accordance to the SCHOOL BOARD'S Policy 4410.01, Compensation for Declared Emergency, as amended from time to time. The COUNTY will not reimburse for the SCHOOL BOARD employees' regularly scheduled salary. The SCHOOL BOARD will submit an invoice to the COUNTY'S Office of Management and Budget with supporting documentation that will include employee name, job title, status (exempt, non-exempt, bargaining unit),

FT/PT, hourly rate, benefit rate breakdown, regular and overtime hours separately, copies of time sheets, and purpose of work.

8. Liability

By this Agreement, the SCHOOL BOARD recognizes that for the purposes stated, the SCHOOL BOARD is an active participant with COUNTY in this community service endeavor. Each are cognizant of the provisions of Chapter 252, Florida Statutes, pertaining to "Emergency Management," particularly Section 252.51, Florida Statutes, insulating both the SCHOOL BOARD and COUNTY from liability due to death of or injury to, any person on or about emergency shelter premises or for loss of, or damage to, the property of any such person unless the gross negligence or the willful and wanton misconduct of one of the Parties is the proximate cause of such death, injury, loss or damage occurring during such sheltering period.

In addition to the COUNTY's reimbursement of the SCHOOL BOARD costs and expenses set forth above, the COUNTY shall reimburse the SCHOOL BOARD for the actual cost to repair or replace SCHOOL BOARD-owned real and personal property that is lost or damaged as a result of the use of the school facility as an emergency shelter, unless such loss or damage is caused by SCHOOL BOARD employees and unless it was caused by the actual disaster (e.g., hurricane related property damage, etc.). The SCHOOL BOARD shall promptly notify the COUNTY of any such loss or damage and COUNTY shall reimburse the SCHOOL BOARD within sixty (60) days of the receipt of invoice. If the COUNTY disputes a cost of repair or replacement, the COUNTY shall within fifteen (15) days of receipt of the invoice, provide SCHOOL BOARD with a written explanation of the basis of the dispute with regard to the disputed repair or replacement and the parties shall attempt to resolve the dispute in accordance with the provisions of Chapter 164, Florida Statutes.

9. Indemnification

Subject to the provisions and only within the limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the Parties recognize their respective tort liability for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment. It is expressly understood that this provision shall not be construed as; i) a waiver of any right, defense or immunity that the Parties have under Chapter 768.28, Florida Statutes, or any other statute, ii) an agreement by either Party hereto to indemnify the other; or iii) consent by either Party to be sued by third parties. Each Party covenants to maintain sufficient general liability and worker's compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

10. Insurance

The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The Parties further agree to provide each other with a copy of said insurance certificates.

11. **Non-Discrimination**

The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

12. **Modifications**

This Agreement may be modified or amended only by mutual written consent of the Parties. Notwithstanding the foregoing, the Parties agree that Exhibit "A" may be amended or supplemented from time to time upon the mutual written agreement by the Superintendent and the Director of the COUNTY'S Emergency Management without formal amendment hereto.

13. **Relationship of the Parties**

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

14. **No Third Party Beneficiaries**

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

15. **Pre-Emergency Event Responsibilities**

The School Board will be responsible for performing an inventory and inspections of public shelters prior to an emergency event. Photographs shall be taken to document and strengthen post-disaster reimbursement claims.

16. **Post-Emergency Event Responsibilities**

The School Board will be responsible for identifying and reporting all of its disaster-related damage to the County as soon as possible for inclusion in the County's Public Assistance Damage Assessment for the purpose of determining Public Assistance eligibility. Utilizing the School Board's chosen vendor, the County will be responsible for reimbursing the School Board for cleaning the carpets at the school facilities that are utilized as public shelters. All other required cleaning will be performed by the School Board, the costs of which will be included in the invoice to the COUNTY for reimbursement.

17. **Execution, Term and Termination**

The term of this Agreement shall commence upon the Effective Date and shall remain in effect until March 31, 2022, or sooner if replaced by a substitute agreement or otherwise terminated in accordance to this paragraph. This Agreement may be terminated with or without cause by either party to the

Agreement by providing at least one hundred eighty (180) days prior written notice to the other party, but in no event shall this Agreement terminate during the period of June 1 through November 30 of each year ("Hurricane Season"), or during any COUNTY declared state of emergency. A notice of termination shall be held in abeyance until the conclusion of the Hurricane Season or a declared state of emergency.

18. **Notice**

Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods: (1) Hand delivery to the other party; or (2) Delivery by commercial overnight courier service; or (3) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below:

Indian River County: County Administrator
1801 27th Street, Building A
Vero Beach, FL, 32960

School Board: The School Board of Indian River County
Attn: Dr. Mark J. Rendell
6500 57th Street
Vero Beach, FL 32967

19. **Choice or Law and Venue**

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, as well as any litigation between the parties, shall be Indian River County, Florida for claims brought in state court, and the Southern District of Florida for those claims justiciable in federal court.

20. **Prior Agreements**

This Agreement incorporates and includes all prior and contemporaneous 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 herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document signed by all parties. In addition, notwithstanding any other provision set forth herein, it is agreed that this Agreement shall not constitute a third party beneficiary contract and no third party, even if referenced or mentioned hereunder, shall have any rights or privileges hereunder

including, but not limited to, standing to enforce any term or condition of this Agreement or make any claim based on this Agreement.

21. **Construction/Interpretation of Agreement**

Each party has participated equally in the negotiation and drafting of this Agreement. In the event that an arbitration panel or court is required to interpret any provision of this agreement, the provision shall not be interpreted for or against either party upon the basis that such party was or was not the preparer of this Agreement.

22. **Severability**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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

ATTEST: Jeffrey R. Smith, Clerk of Courts,
and Comptroller

**BOARD OF COUNTY COMMISSIONERS OF
INDIAN RIVER COUNTY ("County")**

By: _____
Deputy Clerk

By: _____
Peter B. O'Bryan, Chairman

Approved by BCC: _____

Approved:

Approved as to form and legal sufficiency:

Jason E. Brown, County Administrator

Dylan Reingold, County Attorney

THE SCHOOL BOARD OF INDIAN RIVER
COUNTY

By: Shawn Frost
Shawn Frost, Chairman

Date Approved: 8/28/18

Attest:

By: Mark J. Rendell
Mark J. Rendell, Ed.D., Superintendent

Exhibit "A"
Indian River County Public Shelter List



Indian River County
2018 PRIMARY SHELTER LIST



South County:

Indian River Academy
500 20th Street SW
Vero Beach, Florida 32962

Oslo Middle School
480 20th Avenue SW
Vero Beach, Florida 32962

Osceola Magnet School
1110 18th Avenue S.W.
Vero Beach, Florida 32962

Central County:

Gifford Middle School
4530 28th Court
Gifford, Florida 32967

Glendale Elementary School
4940 8th Street
Vero Beach, Florida 32960

V.B.H.S. Freshman Learning Center
1507 19th Street
Vero Beach, Florida 32960

Vero Beach Elementary School
1770 12th Street
Vero Beach, Florida 32960

North County:

Fellsmere Elementary School
50 North Cypress Street
Fellsmere, Florida 32948

Pelican Island Elementary School
1355 Schumann Drive
Sebastian, Florida 32958

Sebastian Elementary School
400 County Road 512
Sebastian, Florida 32958

Sebastian River Middle School
9400 County Road 512
Sebastian, Florida 32958

Sebastian River High School
9001 90th Avenue
Sebastian, Florida 32958

Storm Grove Middle School
6400 57th Street
Vero Beach, Florida 32967

****SPECIAL NEEDS SHELTER****

Treasure Coast Elementary School
8955 85th Street
Sebastian, Florida 32958

***Pre-registration required:
Call 772-226-3900 for information.***



****PET-FRIENDLY SHELTER**

Liberty Magnet School
6850 81st Street
Vero Beach, Florida 32967
***Call 772-388-3331, Ext. 10
for information***



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Vendor Number	Vendor Name	2018/19 Purchase Order/Spend Authority Requested	2017/18 Purchase Order/Spend Authority Requested	7/01/17 to 06/12/18 P.O.s Issued/Spend	Category	Bid/RFP/Contract or Piggyback Reference or Bid Exempt
V090359	1ST FIRE AND SECURITY INC	\$225,000.00	\$225,000.00	\$95,528.00	Fire Alarms - inspections, testing, repairs	St. Lucie County Bid #14-043
V081198	ADVANCED PLACEMENT PROGRAM	\$160,000.00	\$163,909.00	\$163,909.00	Instructional Materials	6A-1.012(15) Exempt
V101900	AMERIGAS	\$450,000.00	\$525,000.00	\$396,050.00	LP Fuel	Broward Co. Schools Bid #15-024R
V085007	CDW GOVERNMENT LLC	\$900,000.00	\$900,000.00	\$768,800.26	Technology Equipment and Software	NJPA Contract #100614
V013080	CITY OF VERO BEACH UTILITIES	\$1,600,000.00	\$1,600,000.00	\$1,431,430.42	Utilities	Bid Exempt
V088974	EE&G ENVIRONMENTAL SERVICES	\$150,000.00	\$179,455.42	\$51,917.00	Environmental Services	Brevard Co. RFP #14-P-079-DR
V101504	FAMOSO INC dba MANPOWER	\$206,000.00	\$206,341.37	\$206,341.37	Substitute Custodians	FL State Alt. Contr #3141800-14-ACS
V089969	FIRST FINANCIAL ADMINISTRATORS	\$135,000.00	\$125,867.73	\$125,867.73	Employee Benefits	6A-1.012(15) Exempt
V023780	FLORIDA POWER & LIGHT COMPANY	\$3,200,000.00	\$2,965,854.65	\$2,965,854.65	Utilities	Bid Exempt
V023900	FLORIDA SCHOOL BOOK DEPOSITORY	\$1,719,141.00	\$1,719,141.88	\$1,719,141.88	Instructional Materials and Supplies	6A-1.012(15) Exempt
V024025	FLORIDA TRANSPORTATION SYSTEMS	\$1,175,000.00	\$1,150,000.00	\$1,027,230.00	School Buses / Parts & Inventory	DOE BID #2017-01
V086509	GRAINGER	\$125,000.00	\$125,000.00	\$64,927.00	MRO Parts	FL State Contract #450-000-11-ACS
V084279	HEINEMANN	\$170,000.00	\$170,000.00	\$168,976.00	Instructional Materials and Supplies	6A-1.012(15) Exempt
V032740	INDIAN RIVER COUNTY UTILITIES	\$280,000.00	\$275,200.00	\$262,987.99	Utilities	Bid Exempt
V099209	INDIAN RIVER STATE COLLEGE	\$525,000.00	\$410,000.00	\$443,862.07	Dual Enrollment / Text Books	6A-1.012(15) Exempt
V086879	INTERNATIONAL BACCALAUREATE	\$100,000.00	\$100,000.00	\$94,562.00	Instructional Materials and Supplies	6A-1.012(15) Exempt
V040546	M&B PRODUCTS	\$300,000.00	\$250,000.00	\$218,905.69	Juice	Palm Beach Co. Schools ITB #15C-34D
V082781	MARTIN FENCE	\$300,000.00	\$100,000.00	\$51,735.00	Fencing	Town of Davie B-12-76
V086490	GLOVER OIL	\$150,000.00	\$0.00	\$127,945.64	Fuel Unleaded & Diesel	City of PSL Co-Op Bid #20130038
V090306	PRESIDIO NETWORKED SOLUTIONS	\$600,000.00	\$500,000.00	\$231,426.56	Technology Equipment and Software	FL St. Contr #43220000-WSCA-14-ACS*
V099196	REGIONS BANK	\$7,000,000.00	\$7,000,000.00	\$6,948,186.80	Credit card payments	Bid Exempt
V099275	ROBERT ERNESTON PRODUCE	\$500,000.00	\$417,843.92	\$417,843.92	Produce	Palm Beach Co. Schools ITB 15C-33D
V057921	SCERMP PC	\$2,929,134.00	\$2,576,169.00	\$2,558,332.84	Insurance Services	6A-1.012(15) Exempt
V080064	TRANE	\$1,500,000.00	\$1,000,000.00	\$1,146,486.00	HVAC	TCPN #R150502
V087664	UNITED DATA TECHNOLOGIES INC	\$800,000.00	\$800,000.00	\$637,364.25	Technology Equipment and Software	FL St. Contr #43211500-WSCA-15-ACS*
V090538	US FOODS INC (P.O.W.E.R.B.U.Y.)	\$2,500,000.00	\$2,250,000.00	\$2,159,385.85	Food & Non-Food Cafeteria Items	Ocseola Co. Schools Bid C-14-0508-LH
Total approved authority		\$27,699,275.00	\$25,734,782.97	\$24,484,997.92		

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2017-18 Annual Equity Update School District of Indian River County

PART I: PROCEDURAL REQUIREMENTS:

A. Changes to Nondiscrimination and Anti-Harassment Policies or Grievance Procedures
Submit any policies or procedures revised since the last Equity Update.

B. Annual Notification of Nondiscrimination for Vocational Education Programs

1. **Annual Notification of Nondiscrimination for Vocational Education Programs**
Explain how annual notification of nondiscrimination is disseminated/published; and submit copies of materials that include the annual notification of nondiscrimination for vocational programs.

The following is an excerpt from The School Board of Indian River County Bylaws and Policies:

2260 - NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY

Any form of discrimination or harassment can be devastating to an individual's academic progress, social relationship, and/or personal sense of self-worth. As such, the School Board will not discriminate nor tolerate harassment in its educational programs or activities on the basis of race, color, national origin, sex (including sexual orientation, transgender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, which are classes protected by State and/or Federal law (collectively, "protected classes"). The Board also does not discriminate on the basis of protected classes in its employment policies and practices as they relate to students.

Equal educational opportunities shall be available to all students, without regard to the protected classes, age (unless age is a factor necessary to the normal operation or the achievement of any legitimate objective of the program/activity), place of residence within the boundaries of the District, or social or economic background, to learn through the curriculum offered in this District. Educational programs shall be designed to meet the varying needs of all students.

In order to achieve the aforesaid goal, the Superintendent shall:

A. Curriculum Content

review current and proposed courses of study and textbooks to detect any bias based upon the protected classes, ascertaining whether or not supplemental materials, singly or taken as a whole, fairly depict the contribution of both genders, various races, ethnic groups, etc., toward the development of human society;

B. Staff Training

develop an ongoing program of in-service training for school personnel designed to identify and solve problems of bias based upon the protected classes, in all aspects of the program;

C. Student Access

1. review current and proposed programs, activities, facilities, and practices to verify that all students have equal access thereto and are not segregated on the basis of the protected classes, in any duty, work, play, classroom, or school practice, except as may be permitted under State and Federal laws and regulations;
2. verify that facilities are made available for non-curricular student activities that are initiated by parents or other members of the community, including but not limited to any group that is officially affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States

Code as a patriotic society, pursuant to Board Policy 7510 - Use of District Facilities;

In accordance with Florida Statute, the Board may establish and maintain a single-gender nonvocational class, extra-curricular activity, or school for elementary, middle, or high school students.

D. District Support

verify that like aspects of the District's program receive like support as to staff size and compensation, purchase and maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

E. Student Assessment

verify that tests, procedures, or guidance and counseling materials, which are designed to evaluate student progress, rate aptitudes, analyze personality, or in any manner establish or tend to establish a category by which a student may be judged, are not differentiated or stereotyped on the basis of the protected classes.

District Compliance Officer(s)

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators") (hereinafter referred to as the "COs")

Executive Director for Human Resources

6500 57th Street

Vero Beach, FL 32967

772-564-3000

Executive Director for Exceptional Education and Student Services

6500 57th Street

Vero Beach, FL 32967

772-564-3000

The names, titles, and contact information of these individuals will be published annually on the School District's website.

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or denial of equal access. The CO(s) shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975, the Florida Civil Rights Act of 1992, the Florida Educational Equity Act, and/or their implementing regulations is provided to students, their parents, staff members, and the general public. A copy of each of the acts and regulations on which this notice is based may be found in the CO's office.

F.S. 553.501 et seq., Florida Americans with Disabilities Accessibility Implementation Act

F.S. 553.014

F.S. 760.08

F.S. 760.021

F.S. 1000.05, Florida Educational Equity Act

F.S. 1002.311

F.A.C. 6A-19.001

Fourteenth Amendment, U.S. Constitution

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

29 U.S.C. Section 794, Rehabilitation Act of 1973, as amended

42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

34 C.F.R. Part 110 (7/27/93)
29 C.F.R. Part 1635
Vocational Education Program Guidelines for Eliminating Discrimination and Denial of Services,
Department of Education, Office of Civil Rights, March 1979
Title III of the No Child Left Behind Act of 2001

Revised 3/24/15
Revised 7/28/15
Technical Change 1/14/16
Revised 4/12/16
Revised 2/14/17

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2. **Continuous Notification of Nondiscrimination**
Identify documents used to provide the continuous notification of nondiscrimination; and submit copies of materials that include the continuous notification of nondiscrimination.

The following is an excerpt from The School Board of Indian River County Bylaws and Policies:

1362.02 - ANTI-HARASSMENT COMPLAINT PROCEDURE

Anti-Harassment Compliance Officers

The individuals who have the following positions serve as "Anti-Harassment Compliance Officers" for the School District. They are hereinafter referred to as the "Compliance Officer" or "Compliance Officers".

Executive Director of Human Resources
772-564-3195
6500 57th Street
Vero Beach, Florida 32967

Executive Director of ESE and Student Services
772-564-5932
6500 57th Street
Vero Beach, Florida 32967

The Compliance Officers will be available during regular school/work hours to discuss concerns related to legally prohibited harassment.

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 which are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, the 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 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 School 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 unlawful harassment which are reported to them to a Compliance Officer within five (5) calendar days of learning of the incident.

The following is an excerpt from The School Board of Indian River County Administrative Procedures:

1122B - COMPLAINT PROCEDURES FOR NONDISCRIMINATION AND EQUAL OPPORTUNITY/ACCESS

Whenever a job applicant or employee feels s/he has a grievance or complaint, including complaints regarding harassment or discrimination, every effort is to be made to arrive at a satisfactory resolution of the problem on an informal basis. When this cannot be done, the individual can resort to the more formal procedures as provided herein. This procedure is not intended to supersede the collective bargaining complaint procedure.

Definitions

- A. "Complaint" shall mean any dispute or disagreement involving the interpretation or application of any existing School Board rule or practice, harassment, or discrimination. It does not include disputes involving the interpretation or application of a collective bargaining agreement or any

provision thereof. Such disputes must be resolved through the grievance procedure in the bargaining agreement.

- B. "Complainant" shall mean any job applicant, group of job applicants, employee, or group of employees directly affected by the alleged misinterpretation, violation, harassment, or discrimination filing a complaint.
- C. "Employer" shall mean the Board or its representatives.
- D. "Day" shall mean a working day.

Time Limits

The number of days indicated at each level is to be considered the maximum. Time limits may be extended by mutual agreement between the parties.

Released Time

The complaint procedure will normally be carried out during non-work time. If, however, the Board elects to carry out provisions during work time, the complainant shall lose no pay.

Any person who believes that s/he has been discriminated against or denied equal opportunity or access to programs or services may file a complaint, which shall be referred to as a grievance, with the District's Civil Rights Equity Coordinator. (LIST NAME, CORPORATION, ADDRESS, CITY, STATE, ZIP, PHONE)

Title: Executive Director of Human Resources
Address: The School Board of Indian River County
6500 57th Street
Vero Beach, Florida 32967

The individual may also, at any time, contact the U.S. Department of Education, Office of Civil Rights, 61 Forsyth Street S. W., Suite 19T70, Atlanta, Georgia 30303-3104.

Complaint Procedure

A. Informal Discussion

If an employee or job applicant believes there is a basis for complaint, s/he shall discuss the complaint with his/her immediate supervisor within sixty (60) days of the occurrence of the alleged violation. If the complaint is against the immediate supervisor, the complaint shall go to the next highest level first.

B. Level One

If the complainant is not satisfied with the informal resolution s/he may, within ten (10) days, file a formal complaint to his/her immediate supervisor in writing or via a message which can be transcribed into writing. If the complaint is against the immediate supervisor, the complaint may be filed with the next highest level supervisor. The supervisor/coordinator shall communicate his/her answer in writing to the complainant within ten (10) days after receipt of the complaint. Class complaints involving more than one (1) supervisor and complaints involving an administrator above the building level may be filed by the complainant at Level Two.

C. Level Two

If the complainant is not satisfied with the resolution at Level One s/he may, within ten (10) days of the answer, file a copy of the complaint with the Superintendent. Within ten (10) days of receipt of the complaint the Superintendent shall indicate his/her disposition in writing to the complainant.

D. Board Appeal

If the complainant is not satisfied with the resolution by the Superintendent, s/he shall have the right to appeal the Superintendent's decision to the Board; provided request for placement on Board agenda is filed within ten (10) days.

- E. If the Superintendent is the subject of the complaint, then the complaint shall be forwarded to the Board Chairman and the Board Attorney, and the Chairman and the Board Attorney shall confer regarding the appropriate disposition and procedures for handling the complaint. The Chairman, acting with the advice of the Board Attorney, shall have the right to require the complainant to

provide additional information if s/he is unable to understand the nature or the sufficiency of the complaint.

Retaliation against individuals who file complaints or assist in the investigation is expressly prohibited. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

The filing of a complaint, the investigation of a complaint, and the identity of persons involved in complaint proceedings shall be maintained in confidence to the extent allowable by Florida law.

The District shall conspicuously post its Notice of Nondiscrimination and the name and telephone number of District employees responsible for compliance with nondiscrimination provisions.

This procedure shall be available at all work sites and shall be explained to employees.

Technical Change 1/14/16

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- C. Notice for Availability of Reasonable Accommodations to Applicants for Employment
 Submit copies of webpages or printed materials for applicants for employment that include the notice that reasonable accommodations are available for qualified applicants with disabilities during the application and interview process. The notices should also include contact information for requesting accommodations.

The following is a screenshot of The School Board of Indian River County employment webpage (<https://www.indianriverschools.org/equal-employment-opportunity>; retrieved June 1, 2018).

School District of Indian River County
 A COMMUNITY Partnership Toward Educational Excellence

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

District School Board Schools Parents-Students Departments Employees Jobs Search

Select Language

Equal Employment Opportunity

Administrative Procedure 1122

School District of Indian River County is an Equal Opportunity Employer.

NON-DISCRIMINATION
 The School Board prohibits discrimination against any employee, applicant for employment, student, or student applicant based upon race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, disability, if otherwise qualified. Social and family background is not to be considered in qualifying for educational programs, services and activities and policies and practices.

Equity Coordinator - Title VII (Age, equal pay, national origin, pregnancy, race, religion, retaliation, sex, sexual harassment), Title IX (Gender equity):

- Dr. Edvina Suit, PHR - Tel: 772-564-3137 Fax: 772-564-3195

ADA Coordinator - Americans with Disabilities Act:

- Amy Yeltter - Tel: 772-564-3175 Fax: 772-569-2360

Section 504 Coordinator - Students with Disabilities Act:

- Dr. Jamie Robison - Tel: 772-564-4866 Fax: 772-564-4951

Complaint procedures are located in **Collective Bargaining** agreement books and **School Board Policy 1122**

* School Principal is the first contact point on all issues

As required by Rule 6A-19.010(1)(g), FAC, Title IX: 106.8(a), Section 504, 104.8(a), ADA: 35.107(a), and Age Discrimination Act: 110.25(b).

Last Updated: 28 August 2017
 Hits: 6240

Employment

- Home
- Application Procedures
- Equal Employment Opportunity
- New Employee Processing
- Substitute Teaching
- Athletic Coaching Supplements
- Salary Schedules
- JOB DESCRIPTIONS**
- Administrative
- Instructional
- Professional-Technical
- Support Staff
- Human Resources

The following is an excerpt from The School Board of Indian River County Bylaws and Policies:

1122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The School Board does not discriminate on the basis of race, color, national origin, sex (including sexual orientation, transgender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, "protected classes") in its programs and activities, including employment opportunities.

It is the legal obligation and the policy of the Board to employ only those persons who are best qualified, with or without reasonable accommodations.

The Superintendent shall appoint and publicize the name of the compliance officer(s) who is/are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or denial of equal access. The Superintendent shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI, and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act will be provided to staff members and the general public. Any sections of the District's collectively-bargained, negotiated agreements dealing with hiring, promotion, and tenure will contain a statement of nondiscrimination similar to that in the Board's statement above.

Compliance Officer(s)

The following persons are designated as the Compliance Officers (COs):

Executive Director for Human Resources	Executive Director for Exceptional Education and Student Services
6500 57th Street Vero Beach, FL 32967 772-564-3000	6500 57th Street Vero Beach, FL 32967 772-564-3000

The names, titles, and contact information of these individuals will be published annually on the School District's website

Complaint Procedures

If a person believes that s/he has been subjected to unlawful discrimination, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

In accordance with Federal and State law, employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation, or misapplication of Federal and/or State law. In addition, employees will be notified of their right to file a complaint with the U.S. Department of Education's Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission.

Internal complaints must be put in writing and must identify the specific circumstances or areas of dispute that have given rise to the complaint, and offer possible solutions to the dispute. The complaint must be filed with a compliance officer within the time limits specified below. The compliance officer is available to assist individuals in filing a complaint.

Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination based upon disability. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission.

- A. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the compliance officer.
- B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the compliance officer for good cause.
- C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written

disposition of the complaint within ten (10) work days. If no decision is rendered within ten (10) work days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent. The compliance officer shall maintain the District's files and records relating to the complaint.

- D. The Superintendent will, within ten (10) work days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

The Superintendent will render his/her decision within ten (10) work days of the hearing.

- E. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.
- F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC

At any time, if an employee believes that s/he has been subjected to unlawful discrimination, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations (FCHR), or the Equal Employment Opportunity Commission ("EEOC").

Appealing to OCR/Florida Commission on Human Relations/EEOC

If the complainant is not satisfied with the Superintendent's decision, the complainant will have an additional sixty (60) days to appeal the decision to the United States Department of Education Office of Civil Rights, Florida Commission on Human Relations, or the Equal Employment Opportunity Commission.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Training

The compliance officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Federal and State law, and are informed of the Board's policies and practices with respect to fully implementing and complying with the requirements of Federal and State law.

F.S. 112.1221, 250.481, 760.01, 760.10, 1000.05

20 U.S.C. 1681 et seq., Title IX

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended

42 U.S.C. 2000e, et seq., Civil Rights Act of 1964

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 12112, Americans with Disabilities Act of 1990, as amended

29 C.F.R. Part 1635

38 U.S.C. 4301 et seq., The Uniformed Services Employment and Reemployment Rights Act

Revised 7/28/15

Technical Change 1/14/16

Revised 4/12/16

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The following is an excerpt from The School Board of Indian River County Administrative Procedures:

1122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

These procedures shall be used to ensure that the School Board's policy on nondiscrimination (Policy **1122**) and are in compliance with Federal and State laws and regulations, including Part 104 of Section 504 of the Rehabilitation Act of 1973 (34 C.F.R.) and the Americans with Disabilities Act (ADA). (See AP **1122C** for a comparative analysis of ADA and 504.)

The following person(s) have been designated to handle inquiries regarding the non-discrimination policies of the District or to address any complaint of discrimination:

Title: Executive Director of Human Resources
Address: 6500 57th Street
Vero Beach, Florida 32967
Telephone No.: 772-564-3000

Title: Executive Director of ESE and Student Services
Address: 6500 57th Street
Vero Beach, Florida 32967
Telephone No.: 772-564-3000

Notice of the Board's policy on nondiscrimination in employment practices shall be posted throughout the District, published in any District statement regarding the availability of employment, and in any staff handbooks.

When referred to in policy and in these and other procedures, "person with a disability" shall mean any staff member or candidate for employment who meets any of the following criteria established by Federal law:

- A. has a physical or mental characteristic which substantially limits one (1) or more major life activities
- B. has a record of such impairment
- C. is regarded as having such an impairment

Significant exclusions are employees or an applicant currently engaged in illegal drug use or whose use of alcohol prevents the person from performing job responsibilities or poses a direct threat to the safety and property of others.

In order to be a qualified individual with a disability, an individual must be able to perform the essential functions of the position. The following are a nonexclusive list of reasons that a job function may be considered essential:

- A. the reason the position exists is to perform that function
- B. a limited number of employees are available among whom the performance of the job function can be distributed
- C. the function is highly specialized so that an individual is hired for his/her expertise in performing that function

The following may be considered as evidence in determining whether a particular function is essential:

- A. the employer's judgment as to which functions are essential
- B. written job descriptions prepared before advertising or interviewing applicants for the job
- C. the amount of time spent on the job performing the function
- D. the consequences of not requiring the incumbent to perform the function
- E. the work experience of past incumbents in the job
- F. the current work experience of incumbents in similar jobs

Recruiting and Hiring

No candidate for employment shall be required to answer a question regarding a disabling condition and no such candidate will be discriminated against on the basis of a disabling condition unless it is directly related to the essential function of the position for which s/he has applied and cannot be reasonably accommodated. However, this stipulation does not constrain the need to ensure that an applicant is not afflicted with a currently-communicable disease or infection which would constitute a direct threat to staff and students nor to determining if an applicant is an abuser of substances.

All employee medical records are to be filed separately from personnel records and be treated as confidential records.

Reasonable Accommodation Under the ADA and Section 504

It is essential that no discrimination occur in employment, promotion, assignment, or transfer because of a disabling condition. If the person has all of the qualifications required to properly fulfill the job responsibilities, then reasonable efforts must be made to modify existing facilities, the work environment, or working conditions to accommodate a particular disabling condition, providing such accommodation does not seriously diminish the quality of programs or services provided by the District.

In the event the District determines that accommodations are not appropriate or reasonable under the given circumstances, the District must show that the accommodation would impose undue hardship on its operation. The factors to be considered in determining whether an accommodation imposes undue hardship include the type of operation and the nature and cost of the accommodation needed.

Undue hardship is not limited to financial difficulty. It refers to any accommodation that would be unduly costly, extensive, substantial, disruptive, or that would fundamentally alter the nature of the District.

The EEOC provided a nonexclusive list of defenses to allegations of discrimination pursuant to the ADA in the proposed regulations thereto. This list includes the following:

- A. Charges of disparate treatment: The challenged treatment is justified by a legitimate, nondiscriminatory reason.
- B. Charges of discriminatory application of selection criteria: The selection criteria have been shown to be job-related and consistent with business necessity and performance of the job cannot be accomplished with reasonable accommodation.
- C. Charges of not making reasonable accommodations: The requested or needed accommodation would impose undue hardship on the operation of the business.
- D. Conflict with other Federal law: The challenged action is required by another Federal law.
- E. Specific activities permitted: The alleged discriminatory activity may be specifically permitted. Examples of this defense include:
 1. religious entities - may require that all applicants and employees conform to its religious tenets;
 2. regulation of alcohol and drugs;
 3. drug testing;
 4. regulation of smoking;
 5. infectious and communicable diseases: food handling jobs.

Job Descriptions

Each job description should be carefully analyzed to define and justify all essential physical, mental, and intellectual qualifications.

Technical Change 1/14/16

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PART II: INCOMPLETE ITEMS OR PENDING ACTIONS

A. Any Items identified during equity on-site review.

B. Any other items identified on the current or past monitoring work plans as incomplete.

PART III: STUDENT PARTICIPATION

EVALUATION OF METHODS AND STRATEGIES:

The following percentages reflect within race/ethnicity calculations for students enrolled in AP/IB/AICE courses (currently the district does not participate in AICE courses). In 2013-14, 20% of Whites, 6% of Blacks, 15% of Hispanics, 18% of White Males, 5% of Black Males and 14% of Hispanic Males were enrolled. In 2017-18, 34% of Whites (an increase of 14 percentage points), 21% of Blacks (an increase of 15 percentage points), 24% of Hispanics (an increase of 9 percentage points), 28% of White Males (an increase of 10 percentage points), 14% Black Males (an increase of 9 percentage points), and 18% of Hispanic Males (an increase of 4 percentage points) were enrolled. The data for ELL students began in the 2016-2017 school year with 1% of ELL students enrolled in AP/IB courses. In the 2017-18 school year ELL enrollment was 17% (an increase of 16 percentage points).

(1) Grades 9-12, Advanced Placement (AP), IB and AICE

Grades 9-12 Total Enrollment 2017-18 (5716)

<i>White</i>		<i>Black</i>		<i>Hispanic</i>		<i>ELL Students</i>	
56%	3199	15%	855	23%	1340	2%	96
<i>Whites</i>		<i>Whites</i>		<i>Whites</i>		<i>Whites</i>	
<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>	
<i>2013-14</i>		<i>2014-15</i>		<i>2015-16</i>		<i>2016-17</i>	
20%	709	26%	867	25%	816	27%	848
<i>White Males</i>		<i>White Males</i>		<i>White Males</i>		<i>White Males</i>	
<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>	
<i>2013-14</i>		<i>2014-15</i>		<i>2015-16</i>		<i>2016-17</i>	
18%	305	23%	374	21%	347	21%	344
<i>Blacks</i>		<i>Blacks</i>		<i>Blacks</i>		<i>Blacks</i>	
<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>	
<i>2013-14</i>		<i>2014-15</i>		<i>2015-16</i>		<i>2016-17</i>	
6%	47	6%	54	7%	63	8%	69
<i>Black Males</i>		<i>Black Males</i>		<i>Black Males</i>		<i>Black Males</i>	
<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>	
<i>2013-14</i>		<i>2014-15</i>		<i>2015-16</i>		<i>2016-17</i>	
5%	20	4%	16	5%	20	4%	16
<i>Hispanics</i>		<i>Hispanics</i>		<i>Hispanics</i>		<i>Hispanics</i>	
<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>	
<i>2013-14</i>		<i>2014-15</i>		<i>2015-16</i>		<i>2016-17</i>	
15%	140	14%	144	12%	136	15%	176
<i>Hispanic Males</i>		<i>Hispanic Males</i>		<i>Hispanic Males</i>		<i>Hispanic Males</i>	
<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>		<i>in AP/IB/AICE</i>	
<i>2013-14</i>		<i>2014-15</i>		<i>2015-16</i>		<i>2016-17</i>	
14%	64	11%	57	10%	59	12%	72
						<i>ELL Students</i>	
						<i>in AP/IB/AICE</i>	
						<i>2016-17</i>	
						1%	
						<i>ELL Students</i>	
						<i>in AP/IB/AICE</i>	
						<i>2017-18</i>	
						17%	
						16	

Evidence of Success

Evaluate the progress made in increasing enrollment for black, Hispanic, black male, Hispanic male and ELL students in AP/IB/AICE courses, and in closing enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. Evaluation must include 2013-14 to 2017-18.

The evaluation reveals progress in increasing enrollment in AP/IB courses for Black, Hispanic and ELL students in grades 9-12. Work is still needed to continue growing the numbers for Black and Hispanic students as well as work to increase the number of ELL students in these courses. Black students increased from 6% in the 2013-14 school year to 21% in the 2017-2018 school year, a difference of 15 percentage points. The Hispanic students increased from 15% in 2013-14 to 24% in the 2017-18 school year, an increase of 9 percentage points. ELL students increased from 1% in 2016-17 to 17% in 2017-18, an increase of 16 percentage points.

A contributing factor to the increased enrollment of Black and Hispanic students during the 2017-2018 school year, was the students who were identified through the collaboration and partnership with Equal Opportunities Schools (EOS) were enrolled into AP/IB courses on both high school campuses. Guidance Counselors also advertised the opportunity to participate in AP/IB courses as well as identified and talked with students who should take advantage of this academic opportunity. The school counselors monitored grades to ensure students were successfully completing coursework throughout the year along with AP and IB Coordinators and Graduation Coaches.

Methods and Strategies

Identify the targeted methods and strategies to be used for the next period to increase enrollment for minority and ELL students in AP/IB/AICE courses, and to close enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. Strategies should include specific action steps taken by the schools/district to close enrollment gaps.

The District created a new position for the 2017-2018 school year, Coordinator of Equity and Instructional Support. Through this position, the District will continue to work to provide AP/IB classes by our staff on the campuses of the two high schools to provide easy access to Black, Hispanic and ELL students. The Coordinator will also monitor grades to ensure students are successfully completing coursework, continue to advertise the opportunity to participate in AP/IB courses, as well as identify students and share with schools the names of these students who should take advantage of this academic opportunity. The District will continue to provide school based administrators with the percentages the district expects the enrollment to increase. Additionally, the Curriculum and Instruction Department will offer supports to the schools to help teachers be equipped to provide appropriate instructional strategies to reach all students enrolled in their classes.

Accountability Measure and Timelines

Provide accountability measures and timelines for increasing enrollment for black, Hispanic, black male, Hispanic male and ELL students in AP/IB/AICE courses, and closing enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. Timelines may be over multiple years.

The District met their projected goals for the 2017-18 school.

The District will continue to increase enrollment of Black Students in grades 9-12 in AP/IB courses by 5% over the next 2 years.

The District will continue to increase enrollment of Hispanic Students in grades 9-12 in AP/IB courses by 5% over the next 2 years.

The District will continue to increase enrollment of ELL Students in grades 9-12 in AP/IB courses by 5% over the next 2 years.

The District will continue to increase enrollment of Black Male Students in grades 9-12 in AP/IB courses by 5% over the next 2 years.

The District will continue to increase enrollment of Hispanic Male Students in grades 9-12 in AP/IB courses by 5% over the next 2 years.

(2) Grades 9-12, Dual Enrollment (DE)

The following percentages reflect within race/ethnicity calculations for students enrolled in Dual Enrollment courses. In 2013-14, 14% of Whites, 3% of Blacks, 8% of Hispanics, 12% of White Males, 2% of Black Males, and 6% of Hispanic Males were enrolled. In 2017-18, 11% of Whites (a decrease of 3 percentage points), 3% of Blacks (no increase or decrease), 5% of Hispanics (a decrease of 3 percentage points), 8% of White Males (a decrease of 4 percentage points), 1% of Black Males (a decrease of 1 percentage point), and 4% of Hispanic Males (a decrease of 2 percentage points) were enrolled. There were no ELL students enrolled in Dual Enrollment in 2016-17 (0 Percentage points) and 1 (an increase of 1 percentage point) enrolled during the 2017-18 school year.

Grades 9-12 Total Enrollment 2017-18 (5716)

White		Black		Hispanic		ELL Students			
56%	3199	15%	855	23%	1340	2%	96		
Whites In DE 2013-14		Whites In DE 2014-15		Whites In DE 2015-16		Whites In DE 2016-17		Whites In DE 2017-18	
14%	497	7%	232	9%	283	9%	302	11%	348
White Males In DE 2013-14		White Males In DE 2014-15		White Males In DE 2015-16		White Males In DE 2016-17		White Males In DE 2017-18	
12%	204	5%	84	6%	91	7%	107	8%	134
Blacks In DE 2013-14		Blacks In DE 2014-15		Blacks In DE 2015-16		Blacks In DE 2016-17		Blacks In DE 2017-18	
3%	26	1%	11	2%	18	2%	22	3%	27
Black Males In DE 2013-14		Black Males In DE 2014-15		Black Males In DE 2015-16		Black Males In DE 2016-17		Black Males In DE 2017-18	
2%	7	<1%	2	1%	4	1%	3	1%	6
Hispanics In DE 2013-14		Hispanics In DE 2014-15		Hispanics In DE 2015-16		Hispanics In DE 2016-17		Hispanics In DE 2017-18	
8%	72	3%	33	3%	38	4%	44	5%	70
Hispanic Males In DE 2013-14		Hispanic Males In DE 2014-15		Hispanic Males In DE 2015-16		Hispanic Males In DE 2016-17		Hispanic Males In DE 2017-18	
6%	30	2%	12	2%	9	3%	16	4%	27
						ELL Students In DE 2016-17		ELL Students In DE 2017-18	
						0% 0		1% 1	

Evidence of Success

Evaluate the progress made in increasing enrollment for black, Hispanic, black male, Hispanic male and ELL students in dual enrollment courses, and in closing enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. Evaluation must include 2013-14 to 2017-18.

From 2013-2014 school year to the 2017-2018 school year, the Dual Enrollment program has grown for the district. Overall, Black, Hispanic, and ELL students are accessing and completing DE courses.

Methods and Strategies

Identify the targeted methods and strategies to be used for the next period to increase enrollment for minority and ELL students in dual enrollment courses, and to close enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. Strategies should include specific action steps by the schools/district to close enrollment gaps.

The District will continue to work with Indian River State College to provide classes by our staff on the campuses of the two high schools to provide easy access to students. The District will also monitor grades to ensure students are successfully completing coursework. The District will continue to advertise the opportunity to participate in dual enrollment courses as well as identify students and communicate with students who should take advantage of this academic opportunity. The District will provide school based administrators with the percentages the district expects the enrollment to increase. Additionally, the Curriculum and Instruction Department will offer supports to the schools to help identify students to increase enrollment.

Accountability Measure and Timelines

Provide accountability measures and timelines for increasing enrollment for black, Hispanic, black male, Hispanic male and ELL students in dual enrollment courses, and closing enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. Timelines may be over multiple years.

The District will continue to increase enrollment of Black Students in grades 9-12 in AP/IB courses by 2% over the next 2 years.

The District will continue to increase enrollment of Hispanic Students in grades 9-12 in AP/IB courses by 2% over the next 2 years.

The District will continue to increase enrollment of ELL Students in grades 9-12 in AP/IB courses by 2% over the next 2 years.

The District will continue to increase enrollment of Black Male Students in grades 9-12 in AP/IB courses by 2% over the next 2 years.

The District will continue to increase enrollment of Hispanic Male Students in grades 9-12 in AP/IB courses by 2% over the next 2 years.

(3) Grades 9-12, All Level 3 courses (including AP, IB, AICE, DE and honors)

Grades 9-12 Total Enrollment 2017-18 (5716)

White	Black	Hispanic	ELL Students
56% 3199	15% 855	23% 1340	2% 96
Whites	Whites	Whites	Whites
All Level 3	All Level 3	All Level 3	All Level 3
2014-15	2015-16	2016-17	2017-18
63% 2083	64% 2116	70% 2227	71% 2276
White Males	White Males	White Males	White Males
All Level 3	All Level 3	All Level 3	All Level 3
2014-15	2015-16	2016-17	2017-18
58% 943	58% 950	65% 1042	66% 1105
Blacks	Blacks	Blacks	Blacks
All Level 3	All Level 3	All Level 3	All Level 3
2014-15	2015-16	2016-17	2017-18
32% 265	34% 300	40% 355	49% 417
Black Males	Black Males	Black Males	Black Males
All Level 3	All Level 3	All Level 3	All Level 3
2014-15	2015-16	2016-17	2017-18
23% 99	26% 114	32% 143	40% 170
Hispanics	Hispanics	Hispanics	Hispanics
All Level 3	All Level 3	All Level 3	All Level 3
2014-15	2015-16	2016-17	2017-18
45% 457	45% 504	54% 658	58% 777
Hispanic Males	Hispanic Males	Hispanic Males	Hispanic Males
All Level 3	All Level 3	All Level 3	All Level 3
2014-15	2015-16	2016-17	2017-18
41% 213	37% 214	52% 314	54% 366
		ELL Students	ELL Students
		All Level 3	All Level 3
		2016-17	2017-18
		18% 16	29% 28

Evidence of Success

Evaluate the progress made in increasing enrollment for black, Hispanic, black male, Hispanic male and ELL students in all advanced courses, and in closing enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. Evaluation must include 2014-15 to 2017-18.

The following percentages reflect within race/ethnicity calculations for students enrolled in Level 3 courses. In 2014-15, 63% of Whites, 32% of Blacks, 45% of Hispanics, 58% of White Males, 23% of Black Males, and 41% of Hispanic Males were enrolled. In 2017-18, 71% of Whites (an increase of 8 percentage points), 49% of Blacks (an increase of 17 percentage points), 58% of Hispanics (an increase of 13 percentage points), 66% of White Males (an increase of 8 percentage points), 40% of Black Males (an increase of 17 percentage points), and 54% of Hispanic Males (an increase of 13 percentage points) were enrolled. 18% of ELL students were enrolled in Level 3 courses in 2016-17 and in 2017-2018, 29% of ELL students were enrolled (an increase of 11 percentage points).

Methods and Strategies

Identify the targeted methods and strategies to be used for the next period to increase enrollment for minority students in all advanced courses, and to close enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. Strategies should include specific action steps taken by the schools/district to close enrollment gaps.

The Coordinator of Equity and Instructional Support will work with schools to ensure that school administration is providing opportunities for all students to access Level 3, AP, IB and Honors courses. Schools will hold informational meetings with students to inform them of their opportunities to enroll in the classes. District schools will provide pamphlets to inform parents, guardians and community of course options as well as advertise these options on their websites and in their school newsletters.

Accountability Measure and Timelines

Provide accountability measures and timelines for increasing enrollment for black, Hispanic, black male, Hispanic male and ELL students in all advanced courses, and closing enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. Timelines may be over multiple years.

Increase the number of Black students in grades 9-12 enrolling in all Level 3, Honors and DE courses by 2 percentage points over the next 2 years.

Increase the number of Hispanic students in grades 9-12 enrolling in all Level 3, Honors and DE courses by 2 percentage points over the next 2 years.

Increase the number of Black Male students in grades 9-12 enrolling in all Level 3, Honors and DE courses by 2 percentage points over the next 2 years.

Increase the number of Hispanic Male students in grades 9-12 enrolling in all Level 3, Honors and DE courses by 2 percentage points over the next 2 years.

Increase the number of ELL students in grades 9-12 enrolling in all Level 3, Honor and DE courses by 2 percentage points.

PART IV: GENDER EQUITY IN ATHLETICS

Athletics Compliance Verification

- A. Attach a Compliance Verification Form for the district (only one for the district, not one for each school), signed by the superintendent. (See Appendix A)**
- B. Attach a Participation Monitoring Form for each school with an interscholastic athletics program, signed by the principal. Enter the number of male and female athletes for each sport. For varsity teams, enter the number of athletes. For junior varsity/freshmen/B-teams, enter the number of athletes and, if there is more than one team, enter the number of teams. (See Appendix B)**
- C. If the Participation Monitoring Forms indicate that schools are not in compliance with all components required by Title IX and the Florida Educational Equity Act, then each school that is out of compliance must also submit a Corrective Action Plan, signed by the principal. (See Appendix C)**
- D. If the district submitted Corrective Action Plans as part of the 2016-17 Equity Update, it should submit updated Corrective Action Plans to show the status/progress of the corrective actions and evidence of completion.**

PART V: EMPLOYMENT EQUITY

A. Complete the following chart for administrative and instructional positions in the school district. Enter the number and percent for each race/ethnicity and gender. Count each person only once under one category.

District: Indian River		2017-18 District Administrative and Faculty Positions					
Administrative Positions	Total	# & % Black	# & % Hispanic	# & % White	# & % Other	# & % Female	# & % Male
Student Demographics	#	3,007 (17%)	4,090 (23%)	9,689 (54%)	1,006 (6%)	8,684 (49%)	9,108 (51%)
District-Level Administrators	21	5 (23%)	2 (10%)	14 (67%)	0 (%)	11 (52%)	10 (48%)
Principals	22	6 (27%)	1 (5%)	15 (68%)	0 (%)	15 (68%)	7 (32%)
Asst. Principals	32	9 (28%)	2 (6%)	21 (66%)	0 (%)	21 (66%)	11 (34%)
Teachers	1047	88 (8%)	60 (6%)	884 (84%)	15 (1%)	831 (79%)	216 (21%)
Guidance Counselors	21	6 (29%)	2 (10%)	13 (62%)	0 (%)	20 (95%)	1 (5%)

B. Review the employment data to identify any racial/ethnic or gender underrepresentation in administrative and faculty positions.

C. Identify specific methods and strategies used to address any racial/ethnic or gender underrepresentation in administrative, instructional and guidance positions.

PART VI: SINGLE-SEX SCHOOLS AND CLASSES

Does the district operate single-sex schools or classes? Yes No

If applicable, please complete the charts and respond to the questions below regarding single-sex education in your district.

A. In the chart below enter the names of any single-sex schools operating in the district and the number of students enrolled.

District:	2017-18 Single-Sex Schools	
School Name	Male Enrollment	Female Enrollment
NA	NA	NA

B. In the chart below enter the number of classes and enrollments in all classes for courses for which single-sex classes are offered at co-educational schools in the district.

School Name:	2017-18 Single-Sex Classes					
Grade/Course	Male students only		Female students only		Co-Ed students	
	# of Classes/Sections	# of Students	# of Classes/Sections	# of Students	# of Classes/Sections	# of Students
NA	NA	NA	NA	NA	NA	NA

C. Questions about the implementation of Title IX especially as they apply to single-sex education:

- Does the district offer single-sex education? NA
- How is single-sex education being justified? NA
- How does the district keep track of single-sex public education? NA
- What does the district do to insure there is no illegal sex segregation in education? NA
- Is single-sex education intended to decrease sex discrimination in the outcomes? NA
- Do the schools provide comparable co-educational options? NA
- How are single-sex educational options reviewed, monitored, and evaluated to ensure that they are legal? NA
- Who is involved in the evaluations and guidance on the implementation of single-sex education? NA
- What assurances are provided to ensure that single-sex or co-educational options are completely voluntary? NA
- Are there pre-implementation reviews of proposed single-sex education? NA
- What entities review and approve single-sex options, and what standards do they use? NA
- Is there assistance from external groups for training or consultation? NA
- How does the district monitor to ensure that single-sex education is not contributing to gender stereotypes or sex discrimination in outcomes? For example, is data provided on girls compared to boys, or on any other populations, such as low-income minority boys compared to low-income minority girls? NA
- Do you or anyone else monitor to learn if there is equity between and among the single-sex groupings and the mixed-sex alternatives on equity measures? NA
- Please share information on why the district or school decided to eliminate single-sex education? *This is only for those district(s) or school(s) that discontinued single-sex education.

D. Please attach copies of notices to parents/students that co-education options are available and the participation in single-sex classes is completely voluntary. NA

E. If the district conducts single-sex education program, please submit the completed signed **Single-Sex Evaluation Verification Form**. (See page 11.) NA

PART VII: PREGNANT AND PARENTING STUDENTS

To ensure that pregnant and parenting students are treated in compliance with the requirements of Title IX and Section 1003.54, F.S., districts are asked to respond to the following questions regarding programs for pregnant and parenting students:

- (1) How does the district make provisions for pregnant and parenting students to complete the coursework necessary to earn a high school diploma? How are ancillary services (such as child care, health care, social services, parent education and transportation) provided?
 - A. The District has a teen parenting program with a .8 allocated social worker is utilized by District to provide provisions for pregnant and parenting teens to complete coursework for graduation.
 - B. School District provides transportation for students that qualify. Students with infants are provided transportation to child day care centers which allows parents to attend school. The District has collaborative agreements with the child day care centers.
- (2) If the district operates a separate program for pregnant and parenting students, how are students informed of the different curricula, services or other options available through the program versus what is available at their home schools? (Attach brochure(s) used to inform pregnant and parenting students of their educational options.)

NA
- (3) How are school counselors and administrators trained to effectively advise pregnant or parenting students of their options to participate in regular classroom activities or enroll in a special program, and their access to curricular, extracurricular, and ancillary service programs?

The district social workers work in collaboration with school guidance counselors and administrators to effectively advise pregnant and parenting teens of the options available to them by the school district.

APPENDIX A:

**PART IV GENDER EQUITY IN ATHLETICS
Athletic Compliance Verification Form**

District: **Indian River**

1. Sports and levels of competition effectively accommodate the interests and abilities of members of both sexes. [Section 1000.05(3)(d)(1), F.S.; Rule 6A-19.004(2), FAC; Title IX: 106.41(c)(1)]

IN COMPLIANCE

NOT IN COMPLIANCE

2. Equipment and supplies are provided equitably to female and male teams. [Section 1000.05(3)(d)(2), F.S.; Rule 6A-19.004(4), FAC; Title IX: 106.41(c)(2)]

IN COMPLIANCE

NOT IN COMPLIANCE

3. Scheduling of games and practice times provide equal opportunities. [Section 1000.05(3)(d)(3), F.S.; Rule 6A-19.004(5), FAC; Title IX: 106.41(c)(3)]

IN COMPLIANCE

NOT IN COMPLIANCE

4. Travel and Per Diem allowances are provided for athletes in an equitable manner. [Section 1000.05(3)(d)(4), F.S.; Rule 6A-19.004(6), FAC; Title IX: 106(c)(4)]

IN COMPLIANCE

NOT IN COMPLIANCE

5. Opportunities to receive coaching are provided in an equitable manner. [Section 1000.05(3)(d)(5), F.S.; Rule 6A-19.004(7), FAC; Title IX: 106.41(c)(5)]

IN COMPLIANCE

NOT IN COMPLIANCE

6. Locker rooms, practice facilities and competitive facilities are of comparable quality for male and female teams. [Section 1000.05(3)(d)(7), F.S.; Rule 6A-19.004(8), FAC; Title IX: 106.41(c)(7)]

IN COMPLIANCE

NOT IN COMPLIANCE

7. Medical and training facilities and services, including insurance, are provided in an equitable manner. [Section 1000.05(3)(d)(8), F.S.; Rule 6A-19.004(9), FAC; Title IX: 106.41(c)(8)]

IN COMPLIANCE

NOT IN COMPLIANCE

8. Publicity and promotion of male and female teams support equal opportunity. [Section 1000.05(3)(d)(10), F.S.; Rule 6A-19.004(10), FAC; Title IX: 106.41(c)(10)]

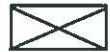


IN COMPLIANCE



NOT IN COMPLIANCE

9. Support services are equitable for male and female teams. [Rule 6A-19.004(11), FAC; Title IX: 106.41(a)]



IN COMPLIANCE



NOT IN COMPLIANCE

I hereby verify that the district is in compliance with the identified components of our athletics program, as required by Title IX and the Florida Educational Equity Act.



Signature, Superintendent

8/20/18

Date

APPENDIX B:

2017-18 Athletic Participation Monitoring Form

Component 1: NOTE: OCR defines a participant as anyone who (1) participated in competition or (2) participated with the team and was eligible for competition but did not play. Participation is determined as of the date of the first competitive event for the sport. For varsity teams, enter the number of athletes. For junior varsity, freshmen and B-teams, enter the number of athletes and, if there is more than one team, enter the number of teams.

School: VBHS	Number of Participants				Number of Participants				
Varsity Teams	Males	Females	Total	Non-Varsity Teams	#	Males	#	Females	Total
Baseball	23	0	23	Baseball (Freshmen, JV)	2	37		0	37
Basketball	15	12	27	Basketball (B, Freshmen)	2	27		12	39
Cross Country	26	17	43	Cross Country		0		0	0
Flag Football/ Football	61	20	81	Flag Football/ Football (Freshmen, JV)	2	121		15	136
Golf	11	7	18	Golf		0		0	0
Soccer	31	22	53	Soccer		15		23	38
Softball	0	19	19	Softball		0		12	12
Swimming/Diving	28	28	56	Swimming/Diving		0		0	0
Tennis	8	8	16	Tennis		0		0	0
Track and Field	47	45	92	Track and Field		0		0	0
Volleyball	0	16	16	Volleyball		0		11	11
Wrestling	20	1	21	Wrestling		0		0	0
Weightlifting	0	41	41	Weightlifting		0		0	0
Bowling	10	3	13	Bowling		0		0	0
Lacrosse	28	26	54	Lacrosse		23		27	50
Cheer	0	22	22	Cheer		0		23	23
Total Varsity Participants	308	287	595	Total JV Participants		223		123	346
% of Varsity Participants	51.7%	48.3%	100%	% of JV Participants		64.4%		35.6%	100%
Total Student Enrollment by Gender 2017-18	1465	1396	2861	Total Student Enrollment by Gender 2017-18		1465		1396	2861
% Student Enrollment by Gender 2017-18	51.2%	48.8%	100%	% Student Enrollment by Gender 2017-18		51.2%		48.8%	100%

This form must be submitted for each school. Be sure to fill in the enrollment data. The total percentage of male and female student enrollment should equal 100%.

2017-18 Athletic Participation Monitoring Form

Component 1: NOTE: OCR defines a participant as anyone who (1) participated in competition or (2) participated with the team and was eligible for competition but did not play. Participation is determined as of the date of the first competitive event for the sport. For varsity teams, enter the number of athletes. For junior varsity, freshmen and B-teams, enter the number of athletes and, if there is more than one team, enter the number of teams.

School: SRHS	Number of Participants				Number of Participants				
Varsity Teams	Males	Females	Total	Non-Varsity Teams	#	Males	#	Females	Total
Baseball	14	0	14	Baseball	6			0	6
Basketball	11	13	24	Basketball		13		0	13
Cross Country	11	9	20	Cross Country		0		0	0
Flag Football/ Football	50	0	50	Flag Football/ Football		20		0	20
Golf	6	6	12	Golf		0		0	0
Soccer	19	22	41	Soccer		23		0	23
Softball	0	13	13	Softball		0		0	0
Swimming/Diving	14	12	26	Swimming/Diving		0		0	0
Tennis	16	15	31	Tennis		0		0	0
Track and Field	40	33	73	Track and Field		0		0	0
Volleyball	0	9	9	Volleyball		0		12	12
Wrestling	17	0	17	Wrestling		0		0	0
Weightlifting	0	11	11	Weightlifting		0		0	0
Bowling	6	5	11	Bowling		0		0	0
Lacrosse	27	19	46	Lacrosse		0		16	16
Water Polo	10	7	17	Water Polo		0		0	0
Cheerleading	0	33	33	Cheerleading		0		0	0
Rugby	21	18	39	Rugby		0		0	0
Rowing	25	24	49	Rowing		0		0	0
Total Varsity Participants	287	249	536	Total JV Participants	62			28	90
% of Varsity Participants	54%	46%	100%	% of JV Participants	69%			31%	100%
Total Student Enrollment by Gender 2017-18	438	830	1768	Total Student Enrollment by Gender 2017-18	938			830	1768
% Student Enrollment by Gender 2017-18	53%	47%	100%	% Student Enrollment by Gender 2017-18	53%			47%	100%

This form must be submitted for each school. Be sure to fill in the enrollment data. The total percentage of male and female student enrollment should equal 100%.

APPENDIX C:

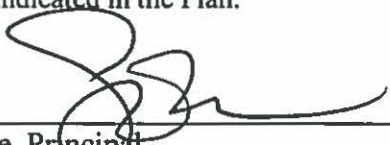
Corrective Action Plan

District: **Indian River**

School Name: **Vero Beach High School**

(1) Gender Equity in Athletics Component	(2) Planned Actions To Address Deficiencies Found in Athletics	(3) Responsible Person(s) and Contact Information	(4) Timelines
Female Teams	<ul style="list-style-type: none"> •Promote a Jr Varsity Female Cross Country Team •Promote a Jr Varsity Female Tennis Team •Promote a Jr Varsity Female Golf Team •Promote a Jr Varsity Female Bowling Team •Maintain a “no cut” policy for Female Sub-varsity Teams 	Athletic Director/Head Football Coach- Leonard Jankowski – Office 772-564-5415; e-mail Leonard.jankowski@indianriverschools.org	2018-2019 School Year

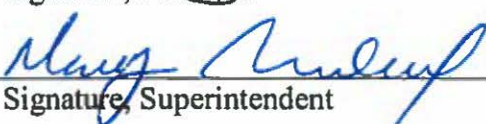
We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.



Signature, Principal

8/20/18

Date



Signature, Superintendent

8/20/18

Date

**Joint Plan for the Achievement of Unitary Status in the Matter Styled
Sharpton, et al. v. School Board of Indian River County, FL, No. 1:64-cv-00721 (S.D. Fla.)**

Presented by:

Indian River County Branch of the National Association for the Advancement of Colored People
and
School Board of Indian River County, Florida

Section I. Establishment of the Equity Committee

The Equity Committee shall be governed by rules and procedures set forth herein.

Purpose and Mission

The School Board of Indian River County, Florida (“School Board”) and the Indian River County Branch of the National Association for the Advancement of Colored People (“Indian River NAACP”) will work collaboratively and cooperatively towards their shared goal of achieving a fully-desegregated school system under the matter styled *Sharpton, et al. v. School Board of Indian River County, FL*, No. 1:64-cv-00721 (S.D. Fla.). In furtherance of this goal, the School Board will create an Equity Committee that reports directly to the School Board and shall be responsible for monitoring and documenting compliance with the [August 2018] desegregation order and for making recommendations to the Board. Based on its record of compliance with prior orders and the data and information exchanged, the School District of Indian River County (“School District”) has already achieved unitary status in the area of facilities, non-instructional staff and administrative staff, and the purpose of the Equity Committee is to maintain a high level of accountability to the School Board and citizenry in ensuring compliance with the remaining requirements of the [August 2018] order and facilitating the achievement of full unitary status. As discussed further in Section V, while the parties agree that the School District is entitled to a declaration of partial unitary status already in the area of facilities, non-instructional staff and administrative staff, other areas remain to achieve full unitary status. Therefore, the Equity Committee will monitor the School District for a period of three school years, which time period will begin at the Equity Committee’s first meeting (described further below). If, at the end of the three years, the School District has complied with the remaining requirements of this agreement, the parties agree that the School District will be entitled to a declaration of unitary status in all areas. If the School District has not maintained compliance in all remaining areas covered by this agreed order during the three-year period, the Indian River NAACP and the School Board will meet to discuss an additional period of monitoring and compliance in areas of such non-compliance, and the School District will be entitled to a declaration of partial unitary status in those areas in which it has maintained compliance. The Equity Committee will continue to monitor any remaining areas and other equity issues. Even if, at the end of the three year period, the parties agree that the School District is entitled to a declaration of unitary status in some or all remaining areas, the Equity Committee will continue to exist and monitor equity issues for at least two additional years (i.e., the Equity Committee will exist for a minimum of five years).

Organization

The Equity Committee will be composed of:

- A. Two members appointed by and currently employed by the School Board;
- B. Two members appointed by the Indian River NAACP;
- C. One member jointly selected by the two members appointed by the School Board and the two members appointed by the Indian River NAACP. The fifth member shall not be an employee of the School Board or a member of the Executive Committee of the Indian River NAACP. The fifth member shall serve as the Equity Committee Chairperson.

The first four members shall be selected by the School Board and the Indian River NAACP within 30 days of approval of this agreement by the Court. The fifth member shall be selected within 60 days of approval of this agreement by the Court.

The appointments of all five Equity Committee members shall be for renewable terms of one year. In the event a vacancy occurs in the Equity Committee, or in the event a member is absent for 2 consecutive Equity Committee meetings, the appointing entity shall select a replacement within 30 days.

All Equity Committee members shall serve in a voluntary capacity and shall be residents of Indian River County.

Responsibility

By the first Monday in November of each year, the Equity Committee shall present a public report to the School Board presenting the results of its monitoring and documentation of the School District's compliance with the [August 2018] order and providing recommendations to the Board regarding the status of the School District's progress, including whether unitary status has been achieved (in whole or in part) and additional actions that may facilitate achievement of unitary status. The committee has authority to recommend goals and benchmarks to the School Board for progress. All recommendations provided by the Equity Committee shall be made in an advisory capacity; at all times, ultimate authority remains with the School Board and the Equity Committee has no authority to direct the day-to-day operations of the School District.

The School Board may delegate to the Equity Committee the responsibility for preparing and submitting to the Court, by the second Monday in December of each year, a report regarding the status of the School District's progress in achieving full unitary status. Alternatively, the School Board may elect to retain the responsibility for preparing a report in collaboration with the Indian River NAACP for submission to the Court by the second Monday in December of each year regarding the status of the School District's progress in achieving full unitary status.

The School Board shall provide adequate support to the Equity Committee to execute and discharge its responsibilities, and shall ensure that the Equity Committee has timely access, in a manner and through channels to be determined in the School Board's discretion, to the

information and data (described further *infra* needed by the Equity Committee to perform its functions of monitoring and documenting the School District's compliance and progress toward unitary status. The School District's management shall cooperate with the Equity Committee in promoting its purpose, mission, and discharge of its responsibilities.

Meetings

The Equity Committee will meet on a quarterly basis. On an annual basis, the Equity Committee shall set its meeting schedule for the year, and shall set reasonable deadlines prior to each scheduled meeting by which the Equity Committee must receive the data and information to execute and discharge its responsibilities of monitoring and documenting compliance with the desegregation order.

The Equity Committee shall convene its first meeting within 90 days of approval of this agreement by the Court. To facilitate the orderly and effective commencement of the Equity Committee, the School Board and Superintendent shall make arrangements for appropriate District staff to attend the Equity Committee's first meeting and to assist with establishing an appropriate process by which the Equity Committee will request and receive data and information from the School District.

At least once a year, the Equity Committee shall convene a public meeting between a quorum of the members of the Board of Education and a quorum of the members of the Executive Committee of the Indian River NAACP for the purpose of holding a thorough review of the status of the School District's progress in achieving full unitary status.

In the case of special circumstances, the Equity Committee Chairperson may call special meetings as required with proper notice. Minutes shall be taken at each Equity Committee meeting, and all such meetings shall be audio recorded. All Equity Committee meetings shall be governed by the Sunshine Law as required by Florida law.

Section II. Mentoring of New Teachers and Instructional Staff

The School District will continue its plan and practice of welcoming and providing a supportive professional environment for all its employees, including African American employees of the School District and its schools. The current new teacher mentoring program is discussed during the new teacher orientation conference, which new teachers attend. All teachers who are in years one through three of their teaching career in Indian River are automatically enrolled into the program. The program is coordinated by the district level Professional Development ("PD") Specialists. Additionally, each school will have a PD Council representative on site who offers new teachers support, and each new teacher will be provided a mentor who also works at his/her school.

The mentoring program will be tailored to meet the individual needs of each new teacher; it will be structured to assist new teachers with any area of their work. The mentoring for all new teachers, including African American teachers, will attempt to address their particular circumstances.

Section III: Strategies for Recruitment of African American Teachers

The School District will utilize appropriate strategies in attempting to recruit and employ African American teachers and other instructional staff. As an aspirational goal only, the recruitment/hiring program will seek to reasonably approximate the Florida state-wide racial composition of teachers and other instructional staff at each grade level (i.e., elementary, middle, and high school). The parties recognize that the state-wide figures are used only as an aspirational goal and may not fairly reflect the pool of applicants reasonably available for employment in Indian River County. In an effort to achieve this objective, the School District will utilize appropriate strategies in attempting to recruit and employ African American teachers and other instructional staff, including, without limitation, the following strategies:

- A. Using existing staff to facilitate recruiting;
- B. Visiting colleges, universities, and career fairs to recruit and provide offer letters of intent to potential African American teachers and other instructional staff, with such recruiting to include at least annual visits to Historically Black Colleges and Universities (“HBCUs”) in Florida (namely, Bethune-Cookman University, Florida A&M University, and Florida Memorial University), as well as the Florida Fund for Minority Teachers’ annual meeting;
- C. Having the School District’s Human Resources Director endeavor to establish and develop relationships with the career placement offices and officials at the HBCUs;
- D. Continuing to recruit at HBCUs outside Florida;
- E. Identifying African American high school students in the District who would make great teachers, offering the students mentors while in school, and, if they are successful in graduating college with appropriate credentials, will attempt to contact these identified students for recruitment purposes. [See page 7: <https://www2.ed.gov/rschstat/eval/highered/racial-diversity/state-racial-diversity-workforce.pdf>]
- F. Having potential African American candidates for teaching and other instructional positions visit Indian River County if the candidate so desires;
- G. Working with the teachers’ union to facilitate the employment of African American teachers and other instructional staff;
- H. Utilizing current Indian River County hiring practices of application, structured interviewing by individuals in the School District office, and interviewing by individual school principals and/or members of the School Improvement Teams;
- I. Listing the Indian River NAACP as a community partner on the School District’s website;
- J. Publicizing the program for Mentoring of New Teachers and Instructional Staff, including by posting the program on the School District’s “jobs” webpage and bringing promotional materials to recruiting events;
- K. Ensuring that the School District advertises teaching job openings in the Diversity in Ed Magazine and on the Diversity in Ed website (www.diversityrecruitmentpartners.com);
- L. Require District principals to interview, whenever possible, a diverse pool of applicants.

The School Board shall require the retention of documentation that demonstrates which strategies for recruiting and employing African American teachers and instructional staff were utilized by the School District and the individual schools each year, and shall ensure that such documentation is made available to the Equity Committee through appropriate channels determined by the School Board. Data provided shall include the dates of recruitment activities, staff members involved, recruitment event attended, investments incurred for recruiting activity/trip, and outcomes. Data should include information regarding the race and specific teacher or instructional staff position for which candidates were interviewed, extended offers, and hired. Instructional staff and teaching positions shall have the same definitions as those assigned by the Florida Department of Education.

Section IV: Representation of African American Teachers and Instructional Staff

The School Board shall endeavor to maintain a reasonable representation of African American teachers and instructional staff at each school compared to the percentage of African American teachers and instructional staff at the school's corresponding level (*i.e.*, elementary, middle, high, alternative). The District shall endeavor to employ at least one African-American teacher at each elementary, middle, high school, and alternative school. If it is not possible to hire or encourage the transfer of at least one African American teacher at each elementary, middle, high school, and alternative school, the District and principals shall report on efforts to hire and/or encourage transfer to that school(s), and make such documentation available to the Equity Committee through appropriate channels determined by the School Board.

To allow the School Board to assess the reasonableness of the distribution of African American teachers and instructional staff, the Board shall:

- require the maintenance of information listing all teaching and instructional staff vacancy announcements for that school year, and shall require principals to maintain information regarding each teaching and instructional vacancy, including the race of each applicant, interviewee, person(s) selected to fill the vacancy, and person hired for the vacancy, and make such information available to the Equity Committee through appropriate channels;
- require the maintenance of information regarding the race and specific position of all teachers and instructional staff by school, and make such information available to the Equity Committee through appropriate channels; and
- require the maintenance of information regarding the turnover of African American teachers and instructional staff at each school and the reason(s) for the turnover, if known, and make such information available to the Equity Committee through appropriate channels.

Section V: Partial Unitary Status and Continued Plan Supervision

Based on its record of compliance with prior orders and the data and information exchanged, the Indian River NAACP and the School Board agree that the District has already achieved unitary status in the areas of facilities, non-instructional staff and administrative staff.

The parties will take all reasonable efforts to work with the Court to obtain an order of partial unitary status to that effect.

The School District will continue under this [August 2018] desegregation order while the plan developed by the parties for achieving full unitary status is implemented. This will maintain an avenue for dealing with problems should any occur in the process of implementation. This [August 2018] order will continue in effect until further Court Order. This case will remain open; the parties agree that there has not yet been a determination of full unitary status and the Court shall retain jurisdiction of this case.

Section VI: African American Student Achievement/Resource Allocation

The goal of the School District's African American Student Academic Achievement Plan shall be to eliminate the achievement gap as compared to white students, and the Plan shall identify barriers to the academic achievement of African American students; list the strategies, procedures, and/or programs that will be implemented to improve the academic achievement of African American students and address the identified barriers; and set measurable goals for the improvement of African American academic achievement. The School District's African American academic achievement plan shall also address any disparate discipline of African American students and the assignment of African American students to special programs, such as the exceptional student education ("ESE") and Alternative Education programs, including whether such assignments exceed state and district averages for other groups.

In 2016, the School District developed and implemented an African American Student Academic Achievement Plan. Prior to the start of each school year, the School Board will review the School District's African American Student Academic Achievement Plan, consider any recommended changes to the Plan, and approve the Plan. The School Board shall ensure that the School District maintains documentation regarding the implementation of the Plan, as well as information and data sufficient to evaluate the results/effectiveness in improving the academic achievement of African American students.

The Equity Committee shall be responsible for monitoring the School District's implementation of the Plan and the results/effectiveness of the plan in improving the academic achievement of African American students. The School Board shall ensure that information requested by the Equity Committee for accomplishment of its responsibility for monitoring the implementation and results/effectiveness of the Plan is timely made available to the Equity Committee through appropriate channels determined by the School Board in its discretion. The Equity Committee shall submit any recommendations to the School Board for modifying the Plan to eliminate strategies, procedures, and/or programs that have not been successful or to include new strategies, procedures, and/or programs likely to improve academic achievement of African American students. All recommendations provided by the Equity Committee shall be made in an advisory capacity; at all times, ultimate authority remains with the School Board and the Equity Committee has no authority to direct the day-to-day operations of the School District.

To evaluate progress, data should include student achievement data monitored in the 5 year Strategic Plan monitoring framework with demographic information for each student group. This would enable the parties to examine the residualized gain scores across the school year by

race, by grade, and within schools. Discipline data is also included in the 5 year Strategic Plan monitoring framework.

In light of the above-described process and division of responsibility for addressing the academic achievement of African American students, the previously existing African American Student Academic Achievement Plan Committee is superseded.

Section VII: Student Assignments

Each year, the percentage of African American students assigned to individual schools should be consistent with the percentage of African American students represented in the School District. During the 2016-2017 school year, 17.2% of students in the School District were African American. The School District will allocate student populations at each school in proportion to the percentage distribution of African American students District-wide within a range of plus or minus nine (9) percentage points. The School District needs to keep this percentage point range wide enough to satisfy natural fluctuation and to eliminate additional extensive transportation of students.

The School District will continue the practice of curricular and programmatic choice in assigning students who may reside outside an attendance area of school on a space available basis. This will allow all students to take advantage of special programs.

The Equity Committee shall be responsible for monitoring student assignments at individual schools, including student assignments based on residence within an attendance area and student assignments based on curricular and programmatic choice. The School Board shall ensure that information requested by the Equity Committee which is reasonable related to its responsibility for monitoring student assignments is timely made available to the Equity Committee through appropriate channels determined by the School Board. Data provided shall include numbers of students in each school by race.

VIII: Transportation

The School District will continue to operate under the requirements of the 1967 order (which requirements were not changed by the 1994 order) with respect to transportation, which mandates that (1) no student shall be segregated or discriminated against on account of race or color in any service, activity, or program, including transportation, and that (2) where transportation is generally provided, buses must be routed to the maximum extent feasible in light of the geographic distribution of students, so as to serve students assigned in accordance with the provisions of this plan. The Equity Committee shall be responsible for monitoring the School District's compliance with transportation requirements. The School Board shall ensure that information requested by the Equity Committee which is reasonably related to its responsibility for monitoring student assignments is timely made available to the Equity Committee through appropriate channels determined by the School Board. Data provided shall include numbers of students accessing bus transportation broken down by student groups.

IX: Extracurricular

The School District will continue to operate under the requirements of the 1967 order (which requirements were not changed by the 1994 order) with respect to extracurricular activities, which mandates that no student shall be segregated or discriminated against on account of race or color in any service, activity or program, including athletics or other extracurricular activity, and all such programs conducted by the School District shall be conducted without regard to race or color. The Equity Committee shall be responsible for monitoring participation in extracurricular activities. The School Board shall ensure that information requested by the Equity Committee which is reasonably related to its responsibility for monitoring student participation is timely made available to the Equity Committee through appropriate channels determined by the School Board. Data provided shall include the number of participants in each activity by race.

X: Changes and Disputes

The parties agree that changes to this plan may be made in writing and upon mutual agreement. The parties agree to continue to work together to provide for the changing student and adult populations of Indian River County. If either party feels there is a need to meet on any issue relating to this or any subsequent plan for desegregation, they shall notify the other and make arrangements through their appropriate officers to meet and discuss the issues prior to the need for Court action. If there is a dispute over any issues relating to desegregation, be it an issue covered in this plan or one not covered, every effort shall be made to handle those issues between the Parties without the necessity for Court action. Mediation shall be employed where meetings between the parties are unsuccessful. The parties to this case wish to develop a strong relationship of cooperation through negotiation and settlement of their disputes by agreement. It is the intent of this plan to build that relationship through a commitment to meetings and negotiation rather than litigation.

Dated: August 24, 2018

Dated: August 24, 2018

**INDIAN RIVER COUNTY BRANCH
OF THE NATIONAL ASSOCIATION
FOR THE ADVANCEMENT
OF COLORED PEOPLE**

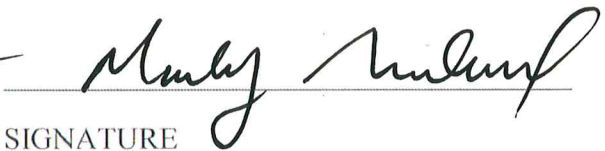
**SCHOOL BOARD OF INDIAN RIVER
COUNTY, FLORIDA**

Anthony J. Brown

Mark J. Rendell, Ed.D.

NAME (printed)

NAME (printed)



SIGNATURE

SIGNATURE

President, Indian River County Branch
NAACP 5151

Superintendent of Schools

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