

**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: September 25, 2018

Time: 6:00 p.m.

Room: Joe N. Idlette, Jr. Teacher Education Center (TEC)

Business Meeting Agenda

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS by Sebastian River High School's Navy Junior ROTC under the Direction of (Lieutenant Commander) LCDR James Landis, USN (Retired) and (Master Sergeant) MSgt. Michael Hussey USMC (Retired).
- III. ADOPTION OF ORDERS OF THE DAY
- IV. PRESENTATIONS
 - A. Osceola Magnet School
 - B. Short Video on School Initiatives
 - C. Casual for a Cause – United Way
 - D. FSA Perfect Scores, Primary – Chris Taylor

ADD ONS:

- E. Attendance Awareness Awards
 - F. Proclamation – National Disability History and Awareness Month
- V. CITIZEN INPUT

VI. CONSENT AGENDA

A. Approval of Minutes – Dr. Rendell

1. 2018/08/28 Superintendent’s Workshop Minutes
2. 2018/09/06 Special Meeting for Adoption of Final Budget Amendments, Annual Financial Cost Report, and Public Hearing on Adoption of 2018-2019 Budget and Millage Rates Minutes
3. 2018/09/11 Superintendent’s Workshop Minutes

ADD ON:

4. 2018/09/11 Business Meeting Minutes

ADD ON 9/25/19:

5. 2018-08/28 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.

C. Approval of CareerSource Research Coast Lease Agreement - Mrs. Dampier

Approval of CareerSource Research Coast Lease Agreement -with School District of Indian River to lease classroom space at Treasure Coast Technical College for the Youth Connections program. This lease agreement will provide one classroom 2-201, for two employees of CareerSource to occupy and meet with clients of the program. This lease agreement generates \$800 per month rent for the use of the facility. This agreement and Certificate of Insurance has been reviewed and approved by Risk Management. Superintendent recommends approval.

D. Approval of Donations – Dr. Rendell

1. Sebastian River High School received a donation in the amount of \$1,500 from the Florida Eye Institute. The funds will be used to purchase banners, signs, decals, student tee shirts, stickers, spirit items and pins for students; for the 25th Anniversary of Sebastian River High School.
2. Beachland Elementary School received a donation in the amount of \$12,227.12 and \$2,850 from the Beachland Elementary PTA. The funds will be used to purchase a mobile cart with 24 laptops and start-up funding for the Beachland Elementary School classrooms.
3. Osceola Magnet School received a donation in the amount of \$6,000 from the Walter S. Johnson Foundation. The funds will go towards the Osceola Magnet School Internal Account fund for teacher support. Superintendent recommends approval.

E. Approval of Renewed Collaborative Agreement with Economic Opportunity Council of Indian River/Okeechobee Counties Head Start - Mrs. Dampier

Economic Opportunity Council of Indian River/Okeechobee Counties Head Start provides services for students with disabilities ages 3 to 5 in the local Indian River Head Start programs. 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 the District. Superintendent recommends approval.

VII. ACTION AGENDA

A. Public Hearing for 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. At the August 14, 2018, business meeting, The District School Board adopted the public hearing date to revise gang-related activity definition, as per Florida Statute 874.03 is attached. Superintendent recommends approval.

B. Approval of Hearing Officers for the 2018-19 Instructional Materials Adoption – Mrs. Dampier

School Board Policy 2520 requires the School Board to annually select the hearing officers from a list of candidates provided by the superintendent. The two attorneys listed below currently volunteer their services as student expulsion hearing officers for the School Board, and have also agreed to volunteer their services as instructional material hearing officers, if needed. The hearing officers will conduct a public hearing on all petitions filed and submit a recommendation to the School Board.

Barry G. Segal of Barry G. Segal, P.A., and Jeffrey P. Battista of Menz and Battista.

Superintendent recommends approval.

C. Approval of Charter School Contract with Somerset Academy, Inc. – Mrs. Dampier

On February 1, 2018, Somerset Academy Inc. applied to open a new charter school, Somerset Academy West Vero in Indian River County in August 2019. Per Florida Statute 1002.33 and School Board Policy 9800, the Charter School Application Review Committee conducted a program review of the application. The application was approved by the School Board on May 22nd, 2018. The term of the contract is five years starting on July 1, 2019 and expiring on June 30, 2024. Somerset Academy West Vero's Application, can be viewed at: <https://www.indianriverschools.org/images/school-board/2017-2018-Meetings/Agendas/2018-05-22-Business-Meeting-Agenda-Attachment-K.pdf>.

The application is also available in the School Board office. Superintendent recommends approval.

D. Approval of the 5-Year Capital Improvement Program for the 2019-2023 Fiscal Years – Mr. Teske

Approval is recommended for the 5-Year Capital Improvement Program for the fiscal years 2019-2023. This is the final version of the 5-Year Capital Improvement Plan, which was reviewed at the Board Workshop held on April 24, 2018. Included in the packet for approval is the Capital Project Revenues and Other Financing Sources Projections for the Fiscal Years 2019-2023, the 2019-2023 Planning Document, the Summary of the Capital Improvement Program for Fiscal Years 2019-2023 and the detailed Project Pages. Superintendent recommends approval.

E. Approval of the 2018-2019 5-Year District Facilities Work Plan – Mr. Teske

Approval is recommended for the 2018-2019, 5-Year District Facilities Work Plan for the School District of Indian River County. The financial information contained in the Work Plan is based on the 2019-2023 District's 5-Year Capital Improvement Program (as detailed in the previous agenda item). In addition, the Work Plan contains information from the Florida Inventory of School Houses (FISH), the Educational Plant Survey, and the Florida Department of Education Cohort Projections, with the information from these sources being effective as of July 1, 2018. The 2018-2019 5-Year District Facilities Work Plan is a requirement of Florida Department of Education and is due on October 1, 2018, as per State Requirements for Educational Facilities (SREF) Section 3.1(4). Superintendent recommends approval.

F. Approval of Appointment of Two (2) Employees to the Equity Committee – Chairman Frost

The recently approved Joint Plan for the Achievement of Unitary Status includes the creation of an Equity Committee which reports to the School Board on such matters as monitoring and documenting compliance with components of the Joint Plan, and making recommendations regarding progress in attaining unitary status. The Equity Committee is composed of five (5) members, two (2) of which are appointed by and currently employed by the School Board. The School Board is required to appoint its members within thirty (30) days of the Court’s approval of the Joint Plan, or no later than October 13, 2018. All Equity Committee members serve in a voluntary capacity for renewable terms of one (1) year, and must be residents of Indian River County. The Equity Committee meets on a quarterly basis, is required to present a public report to the School Board by the first Monday in November each year, and is required to convene a public meeting with the School Board and the Executive Committee of the Indian River NAACP on an annual basis. Board members will discuss possible appointees and vote on the appointments.

ADD ON:

G. 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

On May 22, 2018, the School Board, under Action Agenda item “Q”, approved the award of RFP #11-0-2018/JC to Metlife for the provision of Group Critical Illness, Cancer and Accident and Sickness plans to offer to active SDIRC employees. Active SDIRC employees are currently offered Critical Illness, Cancer and Accident and Sickness plans as benefit options in their benefit program. Critical Illness, Cancer and Accident and Sickness plan benefits are to be provided under a fully-insured arrangement. SDIRC employees pay the entire cost of the program. The award was not made on the basis of price alone, but to the proposer whose submission contains the most advantageous combination of price qualifications, experience, references and work capacity. The attached agreement spells out the terms and conditions between both entities for the provision of these services. 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>.

The District School Board of Indian River County met on August 28 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, and Board Members: Laura Zorc, and Tiffany M. Justice. Vice Chairman Charles G. Searcy and Dale Simchick were 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 – Dr. Rendell
Chairman Frost recognized Dr. Rendell to provide the Board Members with the Purpose of the Workshop. Dr. Rendell reviewed the items on the agenda with the Board and audience. He explained this is for the sole purpose of providing everyone with information. Mrs. Zorc arrived at 1:02.

- III. Presentations
 - 1) Budget Update
Dr. Rendell started by reviewing the changes that were made to the budget. He thanked the entire Finance Department for their diligence in helping put this all together. Dr. Rendell also introduced Mr. Conley Weiss, who is retired Director of Finance from St. Johns County. He went over the significant changes in the schools. Dr. Rendell also shared some specifics with the Board Members. Mr. Weiss shared processes that were used at St. John's School District. Dr. Rendell shared a few other items with the Board Members. All of the members thanked Mr. Weiss and Juli Pelletier for all of their hard work.
 - 2) 2018-2019 Superintendent's Goals
Dr. Rendell took this time to review the changes for the Superintendent's Goals. The Board Members shared their comments on the Superintendent's Goals.

Chairman Frost called for a recess until 1:55 p.m.

- 3) Fueling Program
Dr. Rendell prefaced the program and turned it over to Jon Teske, Assistant Superintendent. Mr. Teske introduced Jennifer Idlette, Director of Transportation. She in turn introduced the rest of the guests. Miss Idlette reviewed some of the statistics of the propane program. She shared the reasoning for the presentation. Mr. David Rigney, Amerigas National Account Manager reviewed the PowerPoint presentation. Richard Trammell, Garage Coordinator and Gary Crumbacker,

Warehouse Forman we also present for the presentation. The Board Members had questions and they were all answered.

- IV. ADJOURNMENT – Chairman Frost
Meeting adjourned at approximately 2:42 p.m.

The District School Board of Indian River County met on September 9 6, 2018, at 5:01 p.m. The Special Meeting for Adoption of Final Budget Amendments, Annual Financial Cost Report, and Public Hearing on Adoption of 2018-2019 Budget and Millage Rates 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.

**Public Hearing on Adoption of 2018/2019 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. PURPOSE OF MEETING – Dr. Rendell

Chairman Frost recognized Dr. Rendell for the Purpose of the Meeting. Dr. Rendell explained to the Board and audience the Purpose of the Meeting.

IV. ADOPTION OF THE ORDER OF THE DAY

Chairman Frost asked if there were any items that the Board Members wish to move from Consent to Action. Mr. Searcy requested that Consent A.2 be moved to Action. Chairman Frost then called for a Motion. Mrs. Simchick moved approval to Adopt the Order of the Day as requested with Consent A.2 being moved to Action. Mrs. Justice seconded the motion and it passed unanimously, with a 5-0 vote.

V. CITIZEN INPUT

None at this time.

VI. 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 Budget Amendments – Dr. Rendell

Enterprise Fund - Extended Day Program	Amendment #1
Internal Service - Insurance Fund	Amendment #1
Debt Service	Amendment #1
Special Revenue - Food Service	Amendment #4
Special Revenue – Federal Funds	Amendment #3
Capital Fund	Amendment #4
General Fund	Amendment #4

Explanation of the amendments accompanies the attached Budget Amendments.
Superintendent recommends approval.

B. Approval of Annual Financial and Cost Reports for 2017-2018 – Dr. Rendell

The Superintendent recommends approval for Form ESE 145-Annual Financial Report, Form ESE 348-Report of Financial Data, and the Annual Cost Report submission to the Commissioner of Education for the fiscal year ending June 30, 2018. These reports will be available at the time of the meeting. Superintendent recommends approval.

VII. ACTION AGENDA

Chairman Frost recognized Mr. Searcy for Consent Item A.2. Mr. Searcy had a couple of questions on this item. Dr. Rendell and Juli Pelletier, Director of Finance spoke to the questions asked. Chairman Frost also shared some information. There was a brief discussion

Chairman Frost called for a motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it passed unanimously, with a 5-0 vote.

A. Discussion of Rollback Rate and Proposed 2018-2019 Millage Rates – Dr. Rendell

Chairman Frost recognized Dr. Rendell. Dr. Rendell reviewed a PowerPoint Presentation with regards to the Proposed Millage for 2018-2019.

B. Public Hearing on 2018-2019 Millage Rates – Chairman Frost

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.

C. Approval of Resolution # 2019-05 for Adoption of 2018-2019 Millage Rates – Dr. Rendell

Approval of Millage Rates for 2018-2019 that represent Required Local Effort, Basic Discretionary, Additional Voted, and Capital Outlay by Resolution #2019-05. Superintendent recommends approval.

Chairman Frost called for a motion. Mrs. Simchick moved approval. Mrs. Justice seconded the motion. Chairman Frost then recognized Mrs. Esplen to do the Roll Call Vote.

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 unanimously in favor of the motion, with a 5-0 vote.

D. Discussion of 2018-2019 Budget – Dr. Rendell

Chairman Frost recognized Dr. Rendell to discuss the 2018-2019 Budget. Dr. Rendell reviewed the PowerPoint presentation.

E. Public Input Hearing on Proposed 2018-2019 Budget – Chairman Frost

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 Budget:

Stacey Klim – Spoke with regards to some of the line items on the budget.

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

- F. Approval of Resolution # 2019-06 for Adoption of 2018-2019 Budget – Dr. Rendell**
Motion for approval of 2018-2019 School District of Indian River County’s Budget by Resolution #2019-06. Superintendent recommends approval.

Chairman Frost called for a motion to approve Resolution #2019-06 for the Adoption of the 2018-2019 Budget as presented. Mrs. Justice moved approval. Mrs. Simchick seconded the motion. There was a brief discussion. Chairman Frost then recognized Mrs. Esplen to do the Roll Call Vote.

Roll Call Vote was as follows:

Mrs. Justice	Yes
Mrs. Simchick	Yes
Mrs. Zorc	No
Mr. Searcy	No
Chairman Frost	Yes

The Roll Call Vote was carried with a 3-2 vote.

- V. Closing Comments – Dr. Rendell

Chairman Frost recognized Dr. Rendell for his closing comments. Dr. Rendell wanted to thank the Finance Department, Juli Pelletier, and Mr. Weiss for all of their hard work in this budget process. He shared that he will continue to update the Board with the status of the Fund Balance. He also suggested there be a workshop in February for an update on the budget and how things are going.

- IV. ADJOURNMENT – Chairman Frost
Meeting adjourned at approximately 6:03 p.m.

The District School Board of Indian River County met on September 11, 2018, at 1:00 p.m. The Superintendent's Workshop was held in the Joe N. Idlette, Jr. Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Shawn R. Frost, Vice Chairman Charles G. Searcy, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

Superintendent'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. Dr. Rendell explained the Purpose of the Workshop was to provide the Board Members with an update from the Audit Committee. Along with providing some introductory information about the members to the audience.
- III. Presentations
 - 1) Audit Committee Report
Dr. Rendell introduced the three committee members that were present. Mr. Robert Auwaerter, Chairman; Mrs. Gayle Gilmore, Vice Chairwoman, and Mr. Jeff Smith, Committee Member. He then turned the workshop over to Mr. Auwaerter. Mr. Auwaerter shared a PowerPoint presentation to cover the five meetings they had and the recommendations they had. The committee answered all of the Board Member's questions. The committee gave thanks to staff for their cooperation and assistance. It was suggested that after a committee meeting, they present their finding to the Board Members, at a Business Meeting. The Board Members thanked the committee for their service. Chairman Frost presented each of them with Certificates of Appreciation and photos were taken.
- IV. ADJOURNMENT – Chairman Frost
Meeting adjourned at approximately 2:16 p.m.

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The District School Board of Indian River County met on September 11, 2018, at 6:00 p.m. The Business Meeting was held in the Joe N. Idlette, Jr. Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Shawn R. Frost, Vice Chairman Charles G. Searcy, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present. Prior to the meeting, an invocation was given by Pastor Buddy Tipton, from Central Assembly of God in Vero Beach.

Business Meeting Minutes

- I. Meeting was called to order by Chairman Frost 6:00 p.m.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS BY Vero Beach High School’s Air Force Junior ROTC Detachment 043 under the Direction of Wade E. Dues, Chief Master Sergeant, (Retired), Aerospace USAF.
- 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 have Consent Items A, C, and F be moved to Action. Mrs. Zorc requested for Consent Item H be moved to Action. Mrs. Simchick moved approval of the Adoption of the Orders of the Day as stated with Consent Items A, C, F, and H being moved to Action. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.
- IV. PRESENTATIONS
There was a moment of silence in honor everyone that had lost their lives from the events on September 11, 2011.
 - A. **Oslo Middle School Performance**
The performance was led by Ms. Michelle Hastings. The students performed before the Board and Audience. Photos were taken with the Board Members and Dr. Rendell.
 - B. **Short Video on School Initiatives**
There were two short videos shown. One was on the Environmental Learning Center and the other was on Attendance Awareness.
 - C. **Veteran of the Month presentation honoring Barney Giordan**
In Mr. Giordan’s absence, Mr. Bruce Cady from the Veterans council of Indian River County, accepted the award. A photo was taken with the Board Members and Dr. Rendell.

ADD ON:

D. Proclamation – American Founders’ Month

American Founders’ Month Proclamation was read by Hunter Dyal of Vero Beach High School. After the Proclamation was read, Chairman Frost called for a motion to accept the Proclamation. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote. Photos were taken with the Board Members and Dr. Rendell.

V. CITIZEN INPUT

Liz Cannon – Assessment Calendar
Molly Steinwald – Environmental Learning Center
Sara Piotter – Environmental Learning Center

VI. CONSENT AGENDA

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

Moved to Action

A. Approval of Renewal Agreement with Environmental Learning Center 2018-2019 – Mrs. Dampier

The Environmental Learning Center contract is an agreement to provide environmental educational services to the students during the 2018-2019 school year. The Environmental Learning Center (ELC) will instruct third and fourth grade students during an on-site visit to the ELC. This program will service approximately, 2600 students from our schools. Instruction is guided through the *Splash* curricula for third grades and an environmental education program for the fourth-grade students entitled *Lagoon Days*. The contract amount will be on a per class basis; \$420.00 for each 3rd grade class that attends and \$470.00 for each 4th grade class. The total estimated cost would be \$56,440. Insurance has been approved by Risk Management. 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.

Moved to Action

C. Approval of Request to Write-off Uncollectible Checks to the District – Dr. Rendell

The Superintendent recommends approval to write-off, as uncollectible, checks received by the District that have been dishonored by the maker's bank and returned as unpaid. Attached is a list of checks paid to the School District which remain uncollected for the calendar year ended December 31, 2017. To date, all attempts to recover the money, both by staff members and the District’s check recovery program, have been unsuccessful. Superintendent recommends approval.

D. Approval of Donations – Dr. Rendell

1.) Sebastian River High School received a donation of an AcuSpike Team Trainer machine, valued in the amount of \$2,650 from Anthony Abraham. The equipment will be utilized by the Sebastian River High School Volleyball Program. A donation in the amount of \$2000 was received from Robin M. Raiff PA, Robin M. Raiff-Realtor. 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.

2.) The Curriculum and Instruction Division received a donation in the amount of \$5,000 from the Community Credit Union. The donation will be used to fund monthly leadership meetings. Superintendent recommends approval.

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

On May 22, 2018, the School Board, under Action Agenda item “S”, approved the award of RFP #08-0-2018/JC to LegalShield for the provision of legal services and an identity theft plan to offer to active SDIRC employees as a benefit option in their benefit program. Legal services and identity theft plan benefits are to be provided under a fully-insured arrangement. SDIRC employees pay the entire cost of the program. 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.

Moved to Action

F. 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

On May 22, 2018, the School Board, under Action Agenda item “Q”, approved the award of RFP #11-0-2018/JC to Metlife for the provision of Group Critical Illness, Cancer and Accident and Sickness plans to offer to active SDIRC employees. Active SDIRC employees are currently offered Critical Illness, Cancer and Accident and Sickness plans as benefit options in their benefit program. Critical Illness, Cancer and Accident and Sickness plan benefits are to be provided under a fully-insured arrangement. SDIRC employees pay the entire cost of the program. The award was not made on the basis of price alone, but to the proposer whose submission contains the most advantageous combination of price qualifications, experience, references and work capacity. The attached agreement spells out the terms and conditions between both entities for the provision of these services. Superintendent recommends approval.

G. Approval to Dispose of Surplus Property – Mr. Teske

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

Moved to Action

H. Approval of the State’s Uniform Assessment Calendar– Mrs. Dampier

Attached is the Florida Department of Education’s Uniform Assessment Calendar for the 2018-19 school year. The schedule includes both state mandated assessments and district required assessments that are used as diagnostic and progress monitoring tools. Florida Statute 1008.22 requires this calendar of assessments be approved by the local School Board and be submitted to the Department of Education by October 1. Superintendent recommends approval.

I. Approval of Superintendent’s Goals for 2018-2019 – Chairman Frost

On August 28, 2018, the Board discussed the Superintendent’s Goals for 2018-2019 during the 1:00 p.m. workshop. Attached are those Goals for the Board’s approval. Chairman recommends approval.

VII. ACTION AGENDA

Chairman Frost recognized Mr. Searcy on Consent A - Approval of Renewal Agreement with Environmental Learning Center 2018-2019, being moved to Action. Mr. Searcy had a couple of questions with regards to wording in the agreement. Ms. Clark, Ms. Mercado, and Mrs. D’Agresta answered all of Mr. Searcy’s Questions. Chairman Frost call for a motion. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

Chairman Frost recognized Mr. Searcy on Consent C - Approval of Request to Write-off Uncollectible Checks to the District, being moved to Action. Mr. Searcy had a question on Page 1 of 2. All questions were answered. Chairman Frost called for a motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

Chairman Frost recognized Mr. Searcy on Consent F - 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. Mr. Searcy asked for the Certificate of Insurance. Dr. Rendell called Meri-De Mercado to the podium to speak regarding this matter. Ms. Mercado stated that the Certificate of Insurance was forth coming from the Vendor. Mrs. Simchick asked when does the benefit start. Ms. Mercado replied 10/1/2018. Mrs. Justice moved to postpone

this item until the 9/25/2018 Business Meeting. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

Chairman Frost recognized Mrs. Zorc on Consent H – Approval of the State’s Uniform Assessment Calendar. Mrs. Zorc expressed her concerns about the State’s Uniform Assessment Calendar. There was discussion with all Board Members along with Mrs. Dampier and Ms. Liz Cannon. Chairman Frost called for a motion. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried, with a 4-1 vote. Mrs. Zorc voting Nay.

A. Approval for Agreement with Advanced Medical Personnel Services, Inc. - 2018-019 School Year – Mrs. Dampier

Attached is a copy of the Advanced Medical Personnel Services, Inc. agreement for the 2018-2019 school year. The agreement allows for services to be provided to meet the needs of ESE students in the area of Speech and Language, Physical Therapy, and/or Occupational Therapy during their regular academic day per students’ individual IEPs. The ESE Department anticipates approximately \$100,000.00 for one contracted SLP to cover an open position as well as one PT to cover services of the open position for a Physical Therapist. Superintendent Recommends Approval.

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

B. 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 that are mission essential and/or relate to safety and welfare to students and staff and are included in the appropriate budgets. All other purchase requests that exceed \$50,000.00 will be presented to the

Board on an as needed basis. Staff will present quarterly reports of purchase orders issued in accordance with this agenda item. Superintendent recommends approval.

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

VIII. SUPERINTENDENT'S REPORT – Dr. Rendell

Nothing to report.

IX. DISCUSSION

No discussion items

X. SCHOOL BOARD MEMBER MATTERS

Mrs. Justice spoke about the Early Bird Opening with Dodgertown Elementary School and the United Way, Day of Caring, Executive Round Table and the framed Art from the Superintendent's Art Gallery, pet gifts from Wabasso School.

Mrs. Simchick thanked everyone in the District for the education her son and all of the other students are and have received. Feeling secure with the SRO agreements in place, along with thanking the Audit Committee for their commitment and the community for all of their support to the District.

Mr. Searcy wanted to public to know that the Board all does work together and we should treat all with respect.

Mrs. Zorc commented on what a great day the Day of Caring was, the School Health Advisory and the number of people that have enrolled. She asked Dr. Martinez to speak on this. Mrs. Zorc also echoed thanks to the Audit Committee.

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT'S CLOSING – Dr. Rendell

Dr. Rendell wanted to echo on many of the things the Board Members covered, along with teachers coming to training on a Saturday. He shared information on the Mental Health Workshop, thanked the Audit Committee for all of their hard work, Day of Caring, and what a successful day it was across the county.

XIII. ADJOURNMENT – Chairman Frost

Meeting adjourned at approximately 7:50 p.m.

The District School Board of Indian River County met on August 28, 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: Laura Zorc and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present. Board Member Dale Simchick was absent. Prior to the meeting, an invocation was given by Deacon Dave Hankle, from St. Helen’s Church of Vero Beach.

Business Meeting Minutes

- I. Meeting was called to order by Chairman Frost at 6:00 p.m.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG was led by Chairman Frost.
- III. ADJOURNMENT – Chairman Frost
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 E to Action. Mrs. Justice moved approval based on moving Consent E to Action. Mr. Searcy seconded the motion and it carried unanimously, with a 4-0 vote.
- IV. PRESENTATIONS
 - A. **Short Video on School Initiatives**
Two short videos were shown. One was from this week’s Tunnel of Hope at Dodgertown Elementary and the second was on Project HELP at Indian River Memorial Hospital.
 - B. **Attendance Proclamation**
Alicia and Anthony Stewart, Storm Grove Middle students with perfect attendance for the past five years, read an Attendance Proclamation and both were presented with certificates. Mrs. Justice moved approval of the Proclamation. Mrs. Zorc seconded the motion and it carried unanimously, with a 4-0 vote.
- V. CITIZEN INPUT
Constance Peterson – Equity Report, student success, hiring process, and Desegregation Order
Kathy Robinson – Recruitment/Retention
Mara Schiff – Desegregation Order

VI. CONSENT AGENDA

Chairman Frost called for a motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 4-0 vote.

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 addition, 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.

VII. ACTION AGENDA

THIS ITEM WAS MOVED FROM CONSENT

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.

Chairman Frost called for a Motion. Mr. Searcy moved approval. Mrs. Justice seconded the motion. Chairman Frost recognized Meri-de Mercado to speak to Mr. Searcy’s inquiry as to whether a 30-day advance notice of cancellation was needed. Mrs. Brooke Flood gave additional information. After discussion, Mr. Searcy amended his motion to include

the addition of a 30-day advance notice of cancellation. The amended motion carried unanimously, with a 4-0 vote.

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.

Chairman Frost called for a Motion. Mrs. Zorc moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 4-0 vote.

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.

Chairman Frost recognized Mrs. Justice, who requested that Mr. Hunt tell the Board about a specific success story through WBLE. After discussion, Chairman Frost recognized Dr. Rendell, who asked Ms. Heather Clark, Director of ESE, to speak to Mr. Searcy's question on transportation costs. Ms. Clark asked Ms. Joann Pagano to also speak, giving further information on the program. Chairman Frost recognized Board Attorney D'Agresta to comment on whether a Surety Bond was required, which she determined was not required for this contract. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion. After discussion, Mrs. Justice amended her motion to include the updated Certificate of Insurance provided. The amended motion carried unanimously with a 4-0 vote.

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.

Chairman Frost called for a Motion. Mrs. Justice moved approval. Mr. Frost seconded the motion. Chairman Frost recognized Mr. Teske, who spoke to the number of schools utilized during a hurricane. After discussion, Chairman Frost recognized Mrs. Zorc, who stated that she might need to abstain from voting on this item due to her husband's position on the Board of County Commissioners. After conferring with the Board Attorney, she opted to abstain under Sunshine "Vote in Conflict." She stated that she would, due to her spouse's position, abstain from voting. She will provide the Board with a "Vote in Conflict" form to be attached to the minutes of this meeting. The motion carried unanimously with a 3-0 vote.

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. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion. The motion carried unanimously, with a 4-0 vote.

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.

Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion. Chairman Frost recognized Dr. Rendell, who asked Mr. Carver to respond to the Board's questions regarding the list. Mrs. Justice withdrew her motion. After discussion, Mrs. Zorc withdrew her second. After discussion, Mrs. Justice amended her motion to approve the list until the next Board meeting, when a new list with critical needs and backup will be provided by Mr. Carver for Board approval. Mr. Frost seconded the motion. The amended motion carried with a 3-1 vote, with Mr. Searcy voting Nay.

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. Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion. Mr. Searcy requested that Dr. Rendell attach an addendum to the report with data showing our student success. The motion carried unanimously with a 4-0 vote.

CITIZEN INPUT – Merchon Green

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.

Chairman Frost called for a Motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion. The motion carried unanimously, with a 4-0 vote.

VIII. SUPERINTENDENT'S REPORT

Dr. Rendell invited the public to the next Tunnel of Hope at Vero Beach Elementary School on October 22, at 9:00 a.m.

IX. DISCUSSION

No discussion items

X. SCHOOL BOARD MEMBER MATTERS

Mrs. Zorc – Attended the presentation at Vero Beach High School for teachers by Kim Bearden of Atlanta, attended the Tunnel of HOPE at Dodgertown, and invited anyone that has questions to contact her or any other Board member.

Mr. Searcy – Questioned who follows up on School Safety Inspection Reports. Mr. Teske responded that safety issues are addressed immediately and a process is in place to prioritize.

Mrs. Justice – United Way Day of Caring is on September 8. Invited the public to volunteer. The Kick off breakfast is at First Presbyterian Church. The District will be assembling homeless care kits at Vero Beach High School Freshman Center for the Day of Caring. Invited the public to the opening of the Early Bird Classroom at Dodgertown Elementary (3-year old classroom) funded by the Early Learning Coalition.

- XI. INFORMATION AGENDA
No information items
- XII. SUPERINTENDENT'S CLOSING
- XIII. ADJOURNMENT – Chairman Frost
Meeting adjourned at 7:59 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>.

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Laura Zorc, hereby disclose that on August 28, 20 18:

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, Spouse _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I chose to abstain from the vote because of a possible perception of a conflict of interest. Ref: Approval of an Interlocal Agreement between the Indian River County Board of County Commissioners and the School District of Indian River County.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

9/25/18
Date Filed

Laura Zorc
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

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CONSENT AGENDA 9/25/18

Personnel Recommendations

1. Instructional Changes
2. Instructional Leaves
Dawid, Ashley – Dodgertown Elementary, 8/6/18 – 10/29/18
3. Instructional Promotions
4. Instructional Transfers
Keen, Jeramy – from Sebastian River Middle, Science Teacher to Curriculum and Instruction, Teacher on Assignment – STEAM (Sunset Position) 10/1/18
5. Instructional Separations
A'Brial, Ashley – Vero Beach Elementary, resignation 9/28/18
Hatcher, Nancy – VBHS, resignation 9/26/18
Hines, Aaron – VBHS, retirement 9/17/18
Hock, Angelina – VBHS, resignation 9/18/18
6. Instructional Employment
Davey, James – Treasure Coast Technical College, Career Technical (Carpentry/Building Construction) Teacher 9/24/18
Guincho, Courtney - Dodgertown Elementary, 1st Grade Teacher 9/17/18
McCray, Diamond – Gifford Middle, Cheerleading Coach 9/12/18
Traynor, Danielle – VBHS, Head Cross Country Coach 9/19/18
Welsh, James – VBHS, ESE Secondary Teacher 9/13/18
Williams, Natira – VBHS, English Teacher 9/12/18
Zissel, Angela – Storm Grove Middle, English/Language Arts Teacher 9/20/18
7. Support Staff Changes
8. Support Staff Leaves
9. Support Staff Promotions
10. Support Staff Transfers
Lovett, Alvern – from Maintenance, Head Custodian to Physical Plant, Carpenter 9/26/18
11. Support Staff Separations
Jackson, Pete – Information Technology, entering DROP 10/1/18
Jackson, Philip – Osceola Magnet, resignation 10/12/18
Hoffman, Beverly – Vero Beach Elementary, retirement 9/20/18
McFolley, Erna – Transportation, retirement 5/24/18
Waltrip, Sandra – Osceola Magnet, entering DROP 2/1/19

12. Support Staff Employment

Goodger, Laura – Treasure Coast Elementary, ESE Teacher Assistant 9/17/18
Hazzard, John – SRHS, Theater Tech Student Worker 9/13/18
Hill, Aimee – Student Services, Social Worker District Wide (Sunset Position) 9/17/18
Kelly, Jasmine – Alternative Center for Education, ESE Teacher Assistant 9/17/18
Scriven, Jordyn – Extended Day, Part Time Child Care Student Worker 9/18/18

13. Administrative Changes

14. Administrative Leaves

15. Administrative Promotions

16. Administrative Transfers

17. Administrative Separations

Newton, Malissa – Curriculum & Instruction, resignation 9/12/18

18. Administrative Employment

19. Approval of Placement in Instructional Substitute Pool

Alerte, Paul – Human Resources, Substitute Teacher 9/17/18
Campbell, Patrice – Human Resources, Substitute Teacher 9/20/18
Carreno, Eva – Human Resources, Substitute Teacher 9/13/18
Hill, Janet – Human Resources, Substitute Teacher 9/21/18
Hinkle, Madison – Human Resources, Substitute Teacher 9/19/18
Holmes, Katie – Human Resources, Substitute Teacher 9/13/18
Johnston, David – Human Resources, Substitute Teacher 9/17/18
Larroude Lloyd, Cecilia – Human Resources, Substitute Teacher 9/19/18
Wiley, Kristin – Human Resources, Substitute Teacher 9/18/18
Williams, Kizzie – Human Resources, Substitute Teacher 9/19/18

20. Approval of Placement in Support Staff Substitute Pool

Carreno, Eva – Human Resources, Substitute Teacher Assistant 9/14/18
Ford, Wanda – Food and Nutrition Services, Substitute Food Service Assistant 9/13/18
Flynn, Carol – Food and Nutrition Services, Substitute Food Service Assistant 9/19/18
Heller, Chanachai – Transportation, Substitute Bus Assistant 9/19/18
Johnson, Virginia – Food and Nutrition Services, Substitute Food Service Assistant 9/13/18
Williams, Taiskeas – Transportation, Substitute Bus Assistant 9/19/18



THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
FACILITIES USE AGREEMENT
AGREEMENT BEGIN DATE: 10/1/2018
AGREEMENT END DATE: 6/30/2019

THIS AGREEMENT is made and entered into by and between The School Board of Indian River County, governing body of the School District of Indian River County, hereinafter referred to as "SCHOOL BOARD", and The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast, a Florida not-for-profit corporation, hereinafter referred to as "TENANT"

WHEREAS, on September 25, 2018, the SCHOOL BOARD approved a Proposal made by the TENANT to house and provide Workforce Innovation & Opportunity Act (WIOA) youth program services to Indian River County young adults/youth ages 16 to 24. A copy of which is attached hereto and incorporated herein by reference; and

WHEREAS Eckerd Youth Alternatives'-Youth Connections program is named as a provider of services as outlined in the agreement approved by the SCHOOL BOARD on September 25, 2018; and

WHEREAS the SCHOOL BOARD has classroom space located at the Treasure Coast Technical College, Room 2-201 4680 28th Street, Vero Beach, Florida "FACILITIES"; and

WHEREAS the approved Proposal by the TENANT specifies that, this Agreement will be cost neutral for all parties;

NOW, THEREFORE, in consideration of the mutual promises, covenants and considerations contained in this Agreement, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

1. SCHOOL BOARD Responsibilities

- a. The SCHOOL BOARD authorizes the TENANT to use classroom space designated totaling 805 sq. feet and associated public spaces at Treasure Coast Technical College in accordance with the terms and conditions of this Agreement, and all School Board policies, as amended from time to time, to include no smoking or use of alcohol anywhere in the Facility or on School Board Property.
- b. The SCHOOL BOARD shall provide electric utility service, garbage collection, light duty custodial service (empty trashcans and sweep/mop floors), and water and sewer service to the designated FACILITIES at the Treasure Coast Technical College.
- c. The SCHOOL BOARD shall provide the TENANT appropriate access for the designated FACILITIES in accordance with the SCHOOL BOARD's policies.

2. TENANT Responsibilities:

- a. Tenant may only use the Facilities exclusively for the recruitment, screening, enrollment and service delivery of WIOA youth program services to individuals ages 16-24 and who reside in Indian River County. Services include; workshop facilitation, work-readiness curriculum delivery, one-on-one mentoring, job search assistance and tutoring, and for no other purpose.
- b. The TENANT shall reimburse the SCHOOL BOARD for the cost of rent/utilities provided for in paragraph 1 (b) and in accordance with the attached Schedule 1 of this Agreement, incorporated herein by reference.
- c. The TENANT shall be responsible for 100% payment for any interior renovation or modification of the FACILITIES that may be required to accommodate its use. Renovations are described as classroom/training lab with computers, modular offices, meeting/conference area, IT equipment area and all associated IT/network equipment.
- d. The TENANT shall be responsible for assuring that its clients do not have un-supervised contact with Treasure Coast Technical College students or other School Board students while on campus.
- e. The Tenant shall not commit or allow its clients to commit any waste within the Facilities and associated areas, and shall not allow any act by itself, its employees or its clients, which unreasonably interferes with School Board's use of the Facilities and associated areas. The Tenant acknowledges that its employees and clients will behave in an appropriate manner while on the premises of the Facilities and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the Facilities

administrator. It is a breach of this Agreement for any employee or client of Tenant to behave in a manner, which is inconsistent with good conduct or decorum, or to behave in any manner that will disrupt the educational program or constitutes any level of threat to the safety, health, or well-being of any student or employee of the School Board. The Tenant agrees to immediately remove any employee or client if directed to do so by the Facilities administrator.

- f. The Tenant will comply with all requirements of § 1012.32, § 1012.465, § 1012.467 and § 1012.468, Florida Statutes. Its employees and subcontractors who provide services under this Agreement while students are present shall complete the fingerprinting conducted or coordinated by the School Board pursuant to § 1012.32, Florida Statutes, or present to School Board a valid uniform, statewide identification badge issued by another Florida school district. This background screening or presentment of a previously issued badge shall occur in advance of the Tenant or its personnel or subcontractors providing any services at the Facilities while students are present. The Tenant will bear the cost of the fingerprinting and background screening required by § 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Tenant, its employees and subcontractors. The Tenant's employees and subcontractors shall display the issued uniform, statewide identification badge at all times while at the Facilities. The parties agree that the failure of the Tenant to perform any of the duties described in this paragraph shall constitute a material breach of this Agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Tenant agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage, or third party claims resulting from Tenant's failure to comply with these requirements. Tenant shall require each of Tenant's subcontractors under this Agreement to agree in writing to the provisions of this paragraph. Tenant's employees, agents, or contractors shall not be allowed access to the Facilities while students are present until such time as Tenant is in compliance with the provisions of this paragraph.

3. Facilities Use Agreement Manager: The Agreement Manager for the SCHOOL BOARD is Christie Shields, Principal of Treasure Coast Technical College. The Agreement Manager for the TENANT is Brian K. Bauer, President/CEO, or authorized designee. The parties shall direct all matters arising in connection with the performance of this Agreement, other than notices, to the attention of the Agreement Managers for overall resolution, action, coordination, and oversight relating to the performance of this Agreement.

4. Term: The term of this Agreement shall be the period of **October 1, 2018**, through June 30, 2019 unless renewed or extended in accordance with Paragraph 6 below, provided, however and notwithstanding any other provision, this Agreement may be terminated by either party with or without cause upon 60 days written notice.

5. Insurance:

- a. The TENANT agrees to maintain, through the term of this Agreement, workers' compensation insurance in accordance with the laws of the state of Florida. See Attachment A – Proof of TENANT workers' compensation coverage.
- b. The TENANT shall maintain during the life of this Agreement regular comprehensive general liability with limits not less than \$1,000,000.00 per occurrence and a minimum of \$2,000,000 in aggregate to include 30 day advance notice of cancellation or nonrenewal endorsement.
- c. Certificates of all insurance required from the TENANT shall be provided to and approved by the Agreement Manager for the SCHOOL BOARD prior to the term of this Agreement commencing as provided in Paragraph 3 above. See Attachment B – Certificate of Liability Insurance
- d. The TENANT agrees to maintain, through the term of this Agreement, SEXUAL OR PHYSICAL ABUSE liability endorsement to the comprehensive general liability policy. See Attachment C – Sexual or Physical Abuse liability endorsement.



THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
FACILITIES USE AGREEMENT
AGREEMENT BEGIN DATE: 10/1/2018
AGREEMENT END DATE: 6/30/2019

- 6. Renewal or Extension: This Agreement may be renewed or extended upon written agreement of the parties, properly authorized, executed and delivered by both parties.
- 7. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements by the parties. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties.
- 8. Indemnification:
 - a. The TENANT shall indemnify and save harmless the SCHOOL BOARD, its officers, agents and employees from any and all liability damage, expense, cost of action, suits, claims, demands or judgments for injury to person or property of any and every nature arising out of the use, management or control of the FACILITIES at Treasure Coast Technical College as it relates to the TENANT's use of the FACILITIES at Treasure Coast Technical College.
- 9. Assignment: This Agreement may not be assigned by Tenant. Any attempt to assign this Agreement shall be null and void, and grounds for immediate termination by School Board.

This Agreement shall be effective as of October 1, 2018, or the date the Agreement is fully executed, whichever is later, and will extend through June 30, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated below:

The School Board of Indian River County

The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast

Signature



Signature

Print Name and Title

Brian K. Bauer, President/CEO

Print Name and Title

Date

9/25/2018

Date



**ATTACHMENT TO THE WORKFORCE DEVELOPMENT BOARD OF THE TREASURE COAST, INC.
D/B/A CAREERSOURCE RESEARCH COAST LEASES**

This attachment is part of the facilities use agreement held between The Workforce Development Board of the Treasure Coast, Inc. d/b/a CareerSource Research Coast (CSRC) and The School Board of Indian River County (SBIRC) for described in the Lease Agreement attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and Attachment herein, the parties hereby agree as follows:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by SBIRC with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the provisions of the Workforce Investment Act of 1998, the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265 and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: SBIRC agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200. SBIRC will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

SBIRC certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation & Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I- Financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs;
- Section 654 of the Omnibus Budget Reconciliation Act of 1981 prohibiting discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
- The American with Disabilities Act of 1990, P.L. 101-336 prohibiting discrimination in all employment practices, including the job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities; and

The SBIRC also assures that it will comply with 29 CFR Part 37 and all other regulation implementing the laws listed above.

For contracts in excess of \$10,000, the SBIRC will comply with Executive Order 11246 of September, 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and supplemented on Department of Labor regulations at 41 CFR Chapter 60.

4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, SBIRC shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The SBIRC shall report any violation of the above to the contract manager. Energy Efficiency: The SBIRC shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

SBIRC will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Contractor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY

SBIRC shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is in excess of \$100,000, SBIRC must, prior to contract execution, complete the Certification Regarding Lobbying Form.

6. CONFIDENTIALITY

It is understood that the SBIRC shall maintain the confidentiality of any information, regarding CSRC customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. SBIRC shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CSRC for purposes related to the performance or evaluation of the Agreement may be divulged to CSRC or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the CSRC. No release of information by SBIRC, if such release is required by Federal or State law, shall be construed as a breach of this Section.

7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

CSRC, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.



8. MONITORING

At any time and as often as CSRC, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, SBIRC shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the SBIRC's expense, at reasonable locations as determined by CSRC. SBIRC shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CSRC.

9. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

- a. Either party may request termination of modified agreement upon 60 days prior written notice to the other party.
- b. CSRC may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
- c. CSRC may unilaterally terminate this modified agreement at any time that it is determined that:
 - i. SBIRC fails to provide any of the services it has contracted to provide; or
 - ii. SBIRC fails to comply with the provisions of this modified agreement; or
 - iii. Such termination is in the best interest of CSRC.
- d. Written notification of termination must be by registered mail, return receipt requested.

If SBIRC disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Research Coast Executive Committee, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, SBIRC shall be liable to CSRC for damages sustained for any breach of this modified agreement by the SBIRC, including court costs and attorney fees, when cause is attributable to the SBIRC.

In instances where SBIRCs/sub grantees violate or breach modified agreement terms, CSRC will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

10. PUBLIC ENTITY CRIMES

SBIRC shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Contractor list.

Name: The School Board of Indian River County

Authorized Representative Name & Title: _____

Authorized Signature: _____

Date: _____



SCHEDULE 1

RENT/UTILITIES COSTS AND PAYMENT

The SCHOOL BOARD will provide all utilities with the exception of telephone and internet service for the Tenant's use. A facility use fee developed for TENANT under the Proposal is:

Total per month is \$ 800.00 based upon square footage lease to the TENANT by this Agreement. This fee is set to recover the cost of rent/utilities only in accordance with the cost neutral design of the approved proposal.

Payment will be made in monthly installments due by the 1st of each Month of tenancy. Monthly payments must be submitted to the School District of Indian River County.

OPERATING HOURS SCHEDULE

The TENANT agrees to adhere to the SCHOOL BOARD hours and days of operation schedule for the period of the facilities use agreement.

HOURS OF OPERATION:

Monday-Wednesday – 8:00 am – 4:30pm
Thursday – 8:00 am – 6:30pm
Friday – 8:00 am – 2:30 pm

Associated Industries Insurance Company, Inc.

WC 00 00 01 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

Insured: WORKFORCE DEVELOPMENT BOARD OF THE TREASURE COAST**Policy Number: AWC1098287****EXTENSION OF INFORMATION PAGE FOR ITEM #1
ITEM 1: NAMED INSURED and WORKPLACES**

Location	Site	Address	FEIN #
WORKFORCE DEVELOPMENT BOARD OF THE TREASURE COAST	1	1880 82ND AVE STE. 101 & 102 Vero Beach, FL 32966	650054673
WORKFORCE DEVELOPMENT BOARD OF THE TREASURE COAST	2	420 PEACOCK BLVD Port St Lucie, FL 34986	650054673
WORKFORCE DEVELOPMENT BOARD OF THE TREASURE COAST	3	584 N W UNIVERSITY BLVD. SUITES 100, 200, & 300 PORT SAINT LUCIE, FL 34986	650054673
WORKFORCE DEVELOPMENT BOARD OF THE TREASURE COAST	5	710 SE CENTRAL PKWY Stuart, FL 34994	650054673
WORKFORCE DEVELOPMENT BOARD OF THE TREASURE COAST	7	2102 NW AVE. Q ROOM 14, 16, 17, & 18 FORT PIERCE, FL 34950	650054673
WORKFORCE DEVELOPMENT BOARD OF THE TREASURE COAST	8	590 NW Peacock Blvd. Suite 10 Port Saint Lucie, FL 34986	650054673



Associated Industries Insurance Company, Inc.

WC 00 00 01 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

**Insured: WORKFORCE DEVELOPMENT BOARD OF THE TREASURE
COAST****Policy Number: AWC1098287****EXTENSION OF INFORMATION PAGE
ENDORSEMENT SCHEDULE**

Form Number	Description
WC000000C	DECLARATIONS COVER LETTER
WC000001A	DECLARATIONS PAGE
WC000404	PENDING RATE CHANGE ENDORSEMENT
WC000406A	PREMIUM DISCOUNT ENDORSEMENT
WC000414	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC000419	PREMIUM DUE DATE ENDORSEMENT
WC090303	FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC090402A	FLORIDA EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT
WC090403B	FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT
WC090606	FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Anthony Morales	386-239-7287	CONTACT NAME: MS PATTY MIRON PHONE (A/C, No, Ext): 386-239-7287 FAX (A/C, No): 386-323-9131 E-MAIL ADDRESS: PMIRON@BBDAYTONA.COM
	INSURER(S) AFFORDING COVERAGE INSURER A: ARCH INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED WORKFORCE DEVELOPMENT BOARD OF THE TREASURE COAST INC DBA CAREER SOURCE RESEARCH COAST 584 NW UNIVERSITY BLVD STE 100 PORT ST LUCIE, FL 34986-2267		NAIC # 11150

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AAPKG0033600	04/05/2018	04/05/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL \$ \$1M/\$2M
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AAAUT0033600	04/05/2018	04/05/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH REGARD TO IRC YOUTH PROGRAM

CERTIFICATE HOLDER SCHOD16 THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY 6500 57TH STREET VERO BEACH, FL 32967	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL OR PHYSICAL ABUSE LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following :

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIMITS OF INSURANCE

Each Act of "Sexual or Physical Abuse": \$ 1,000,000

Aggregate Limit: \$ 1,000,000

I. COVERAGES

SECTION I – COVERAGES of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY AND COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY is modified by the addition of the following:

1. INSURING AGREEMENT

a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of "bodily injury" or "personal and advertising injury" to which this insurance applies arising out of "sexual or physical abuse".

We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for "bodily injury" or "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any act of "sexual or physical abuse" and settle any claim or "suit" that may result.

The amount we will pay for "damages" is limited as described in 3. LIMITS OF INSURANCE.

Our right and duty to defend ends when we have used up the applicable Limits of Insurance in the payment of judgments and settlements incurred under this endorsement.

b. As to each claimant, multiple acts of "sexual or physical abuse" by the same person(s), as well as any breach of duty allowing or contributing to such act(s), shall collectively be deemed to be one event. The date of the event shall be deemed to be the date of the first act of "sexual or physical abuse". If the date of the event precedes the effective date of this endorsement then any liability in regard to such claimant(s) arising from such an event is not covered hereunder.

2. EXCLUSIONS

SECTION I – EXCLUSIONS of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, NUMBER 2 EXCLUSIONS, is modified by the addition of the following Exclusions which apply to this endorsement.

This insurance does not apply to:

- a. Liability of any person who actually participates in any act of "sexual or physical abuse".
- b. The cost of defense of or the cost of paying any fines for, any person resulting from criminal prosecution for actual or alleged violation of a criminal or penal statute.
- c. Any person who has been found guilty of, or pled guilty or no contest to, any criminal act involved in any "sexual or physical abuse".
- d. Any liability for or injury to:
 - i. Any of the insured's employees arising out of and in the course of employment by the insured; or
 - ii. The spouse, child, parent, brother or sister of that employee as a consequence of number (i) above.

This exclusion applies:

- a. Whether you may be liable as an employer or in any other capacity; and
 - b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- e. Any claim for damages including claims for "employer negligence" which arise out of, result from, involve or in any way relate to acts or omissions of you or any of your officer(s), director(s), "employee", "volunteer worker", student in training or "contract worker" which takes place subsequent to you or your officer(s) or director(s) acquiring knowledge of such "sexual or physical abuse" attempted or committed by any other officer, director, "employee", "volunteer worker", student in training or "contract worker" of an insured.

II. WHO IS AN INSURED

SECTION II – WHO IS AN INSURED under the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is modified by the addition of the following:

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to claims or "suits" for "employer negligence" or for "sexual or physical abuse" arising out of the acts or omissions of others performing duties on behalf of a business of which you are the sole owner.

- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insured's, but only with respect to claims or "suits" for "employer negligence" or for "sexual or physical abuse" arising out of the acts or omissions of others performing duties on behalf of a business for which you are held liable as a partner or member.
- c. A limited liability company, you are an insured. Your members and managers are also insured's, but only with respect to claims or "suits" for "employer negligence" or for "sexual or physical abuse" arising out of the acts or omissions of others performing duties on behalf of a business for which you are held liable as a member or manager.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insured's, but only with respect to claims or "suits" for "employer negligence" or for "sexual or physical abuse" arising out of the acts or omissions of others performing duties on behalf of a business for which you are held liable. Your stockholders are also insured's, but only with respect to their liability as stockholders.

2. Each of the following is also an insured :

For acts within the scope of their employment by you or while performing duties related to the conduct of your business;

- (i.) your "employees";
- (ii.) your "volunteer workers";
- (iii.) your "contract workers"; and
- (iv.) students in training.

No person described in 2. above is an insured for "damages":

- (a) To you, your partners or members (if you are a partnership or joint venture), or a co-"employee", co-"contract worker(s)", fellow "volunteer worker" or fellow student while in the course of his or her employment or while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee", co-"contract worker", fellow "volunteer worker" or fellow student as a consequence of the paragraph above;
- (c) For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the "damages" described in the two preceding paragraphs.

3. Any social service organization you newly acquire or form, or which you newly control and actively manage will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision:

- (a) Is afforded only until the 90th day after you acquire, form, control, or manage the organization or the end of the policy period, whichever is earlier; and

- (b) Does not apply to "sexual or physical abuse" act(s) that occurred before you acquired, formed, controlled or managed the organization.
- 4. Any entity with which you have a written contract requiring that such entity be made an insured under this policy is an insured. However, such entity shall be an insured only for covered "damages" which result from your "professional services" under that contract.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

With respect to this coverage, none of the following is an insured:

Any person or organization who participated in, directed, or, after becoming aware of "sexual or physical abuse" failed to act in a way to prevent "sexual or physical abuse" and/or failed to report to the authorities, any act of "sexual or physical abuse".

III. LIMITS OF INSURANCE

SECTION III – LIMITS OF INSURANCE of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is modified by the addition of the following:

- a. The Limits of Insurance for "Sexual or Physical Abuse" as stated in the schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - 1. Insureds;
 - 2. Claims made or "suits" brought; or
 - 3. Persons or organizations making claims or bringing "suit".
- b. All acts of "sexual or physical abuse" by one person, or two or more persons acting together, or "employer negligence" allowing or contributing to such acts, will be considered one event in determining our Limit of Insurance under this endorsement.
- c. No other limits stated in the Commercial General Liability Coverage Form or the Social Service Professional Liability Coverage Form or any other coverage Declaration attached to this policy applies to this endorsement or to coverage for "sexual or physical abuse".
- d. The "Sexual or Physical Abuse" Aggregate Limit shown in this Endorsement is the most we will pay for the sum of all "damages" arising out of "Sexual or Physical Abuse" which occur during this policy period or which are deemed to have occurred during this policy period.
- e. The Each Act of "Sexual or Physical Abuse" limit is the most we will pay for the sum of all "damages" arising out of the same "Sexual or Physical Abuse" act(s).

IV. DEFINITIONS

SECTION V – DEFINITIONS of the COMMERCIAL GENERAL LIABILITY FORM is modified by the addition of the following:

1. Definition 3 is deleted in its entirety and replaced with the following;
 3. "Bodily Injury" means bodily injury, sickness or disease including emotional distress or anguish including death as a result there from.
2. Definition 18 is deleted in it's entirety and replaced with the following:
 18. "Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such "damages" are claimed and to Which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which you submit with our consent.
3. The following Definitions are added:
 23. "Contract Worker(s)" means any person performing services for the insured whether on a temporary basis, or as an independent contractor.
 24. "Sexual or Physical Abuse" means each, every and all actual, threatened or alleged acts of physical abuse, sexual abuse, sexual misconduct or sexual molestation performed by one person or two or more people acting together. Each, every and all actual, threatened or alleged acts of physical abuse, sexual abuse, sexual misconduct or sexual molestation committed by, participated in by, directed by, instigated by or knowingly allowed to happen by one or more persons shall be considered one "Sexual or Physical Abuse" act regardless of:
 - i. The number of parties;
 - ii. The period of time which the acts of physical abuse, sexual abuse, sexual misconduct or sexual molestation took place; and
 - iii. The number of such acts or encounters."Sexual or Physical Abuse" consisting of or comprising more than one act of physical abuse, sexual abuse, sexual misconduct or sexual molestation shall be deemed to take place, for all purposes within the scope of this policy, at the time of the first such encounter.
 25. "Damages" means a monetary judgment, award or settlement, but does not include:
 - a. Punitive/exemplary "damages", formula "damages" based upon and in addition to actual "damages", or any other enhanced "damages";
 - b. Sanctions, fees, fines or penalties imposed by law;
 - c. Restitution, including the return, withdrawal or reduction of professional fees; or
 - d. Attorney fees or costs, except those awarded in connection with covered "damages".
 26. "Employer Negligence" means any act or omission by an "employee", officer, director member, partner, "volunteer worker", student in training, or "contract worker" that contributed or allowed "sexual or physical abuse" committed by an insured, including

but not limited to negligent hiring, negligent retention, negligent supervision or failure to report.

27. "Professional Services" means activities performed by an insured or on behalf of an insured to aid persons and/or families seeking assistance from you in the management of their lives, including "counseling services".

28. "Counseling services" means the act of giving advice or guidance in connection with the insured's "professional services".

All other terms and conditions of this policy shall remain unchanged.

Endorsement Number:

Policy Number: AAPKG0033600

Named Insured: WORKFORCE DEVELOPMENT BOARD OF

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 04-05-18

SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

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

Date: September 7, 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

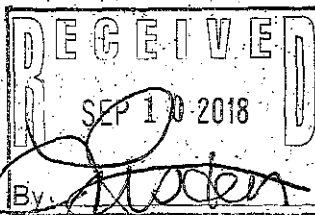
Sebastian River High School would like to request the approval of a \$1,500.00 donation from Florida Eye Institute.

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

Michèle 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



Beachland Elementary School

3350 Indian River Drive East
Vero Beach, Florida 32963-1799

Telephone: (772) 564-3300

FAX: (772) 564-3350

Dr. Colleen H. Lord
Principal

Susan Del Tufo
Assistant Principal

September 6, 2018


{To}: School Board Members

{From}: Colleen Lord, Principal

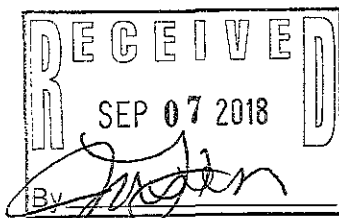
Regarding: PTA donation

Beachland Elementary has received funding of \$12,227.12 for the purchase of a mobile cart with 24 laptops for use in our classrooms grades 3 – 5.

These funds were deposited into Beachland Internal Funds account entitled PTA – Technology.


Colleen Lord, Principal

CL/br



School District of Indian River County

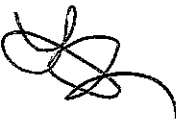
"It Takes A Community To Raise A Child!"

Beachland Elementary School

3350 Indian River Drive East
Vero Beach, Florida 32963-1799

Telephone: (772) 564-3300

FAX: (772) 564-3350



Dr. Colleen H. Lord
Principal

Susan Del Tufo
Assistant Principal

September 5, 2018

{To}: School Board Members

{From}: Colleen Lord, Principal

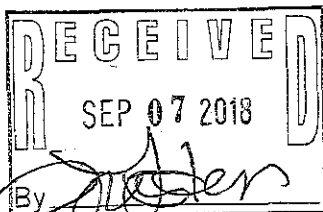
Regarding: PTA donation

Beachland PTA has provided a donation of \$2,850.00 for all our teachers in the classroom, special areas, and support specialists. These funds will be used toward assistance of start-up funding for classroom supplies, materials and needs.

Funds were deposited into Beachland Internal Funds.


Colleen Lord, Principal

CL/br



School District of Indian River County

"It Takes A Community To Raise A Child"

OSCEOLA MAGNET SCHOOL

A Florida "A" School

School District Of Indian River County

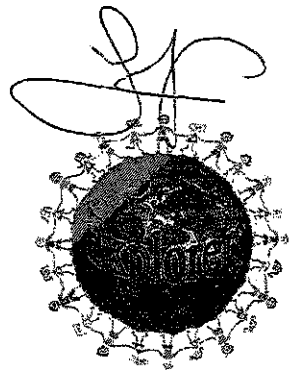
1110 18th Avenue SW

Vero Beach, FL 32962

(772) 564-5821

Scott Simpson, Principal

Janice McCord, Assistant Principal



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

FROM: Scott Simpson, Principal

DATE: September 4, 2018

SUBJECT: Donation-0122 Board Powers

Osceola Magnet School would like to request approval of a donation in the amount of \$6,000.00 from Walter S. Johnson Foundation, 505 Montgomery St., Suite 620, San Francisco, CA, 94111.

Website: www.wsjf.org

This donation will go towards the purchase of support for teachers and will be in Internal Account funds 6180.00.

Sincerely,

A handwritten signature in black ink that reads "Scott Simpson".

Scott Simpson, Principal

"A model for the state in the areas of Science and Math exploration with the integration of the Arts and Literacy in an engaging, positive and collaborative school community"

COLLABORATIVE AGREEMENT
THE SCHOOL BOARD OF INDIAN RIVER COUNTY
AND
ECONOMIC OPPORTUNITY COUNCIL OF INDIAN RIVER AND OKEECHOBEE COUNTIES HEAD START

The School Board of Indian River County, hereinafter referred to as the "Board" and the Economic Opportunity Council of Indian River and Okeechobee Counties Head Start, hereinafter referred to as "EOC-IROCHS", this 25th day of September, 2018, enter into this collaborative agreement to provide services to children with disabilities, ages three through five, enrolled in Centers located in Indian River County.

WHEREAS, under the Part B, of the Individuals with Disabilities Education Act (P.L. 102-119, Amendment 105-17), schools are responsible for providing appropriate assessments for Exceptional Student Education eligibility, for children three to five years of age, who are suspected of having qualifying disabilities, and determining their eligibility for special programs; and

WHEREAS, under the Equal Opportunity Act of 1965 (P.L. 92-424), Head Start programs were mandated to set aside 10% of their enrollment for children with disabilities and EOC-IROCHS actively recruits, enrolls and serves children with disabilities; and

WHEREAS, the BOARD and EOC-IROCHS both desire to establish and implement educational programs for children with disabilities ages three to five; and

WHEREAS, both parties wish to comply with all established laws, rules and regulations for such Exceptional Student Education programs;

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

1. The BOARD agrees to:
 - a. Ensure that students served in the EOC-IROCHS student education program are properly referred by EOC-IROCHS staff for evaluation, eligibility and recommendation for placement by BOARD'S Procedures of the Exceptional Student Education Department.
 - 1.) Provide training and advice on appropriate screening instruments or assist with appropriate screenings.
 - 2.) Schedule multi-disciplinary meetings as needed with the EOC-IROCHS Coordinator for students who may be considered for assessment, targeted interventions or referred for outside agency assistance after a review of data collected by EOC-IROCHS staff.
 - 3.) Provide certified/licensed psychologists and other specialists to evaluate those children suspected of having disabilities, within a reasonable amount of time based on receipt of referral and parent consent to release information to the BOARD, receipt of pertinent student information, and amount of referrals presently being considered. If a comprehensive multi-disciplinary evaluation cannot be scheduled in an established time frame, EOC-IROCHS will be notified no later than thirty (30) working days after referral so that alternative arrangements can be made for the evaluation.
 - 4.) Provide for the use of valid tests and evaluation materials, administered and interpreted by trained personnel, in agreement with established standards.
 - 5.) For children, not proficient in the English language, the BOARD will make every effort to assure the use of an interpreter in the child's home language or other evaluation materials that are appropriate for non- English speakers.

- 6.) Notification of staffing will be sent to EOC-IROCHS staff/parents and appropriate BOARD personnel approximately ten (10) days prior to the staffing date.
 - b. Provide Multi-Disciplinary Staffing Committee, consisting of a minimum of three (3) professional personnel, including appropriate EOC-IROCHS staff, to review: screeners; intervention data; anecdotal teacher information; evaluation results; and determine eligibility/ineligibility of those children for special programs. If eligibility is established, an Individual Education Plan or Individual Family Services Plan will be developed by the Committee for implementation. Appropriate documentation will be provided to Head Start.
 - c. Ensure parental involvement in the development and implementation of individualized educational plans (IEP) and family support plans.
 - d. Provide resources to parents related to the implementation of the Individuals with Disabilities Education Act (IDEA) as it relates to prekindergarten children with disabilities at their schools.
 - e. Provide EOC-IROCHS personnel with reports every nine (9) weeks on each child being given direct service.
 - f. Provide in-service training to EOC-IROCHS staff and parents in the areas of appropriate identification, IEP/IFSP compliance, and program information/implementation, and mainstreaming activities.
 - g. Provide technical assistance and materials to EOC-IROCHS staff, on request in the areas of appropriate identification, IEP/IFSP compliance, and program information/implementation and inclusion activities.
 - h. Provide EOC-IROCHS with consultative services related to Exceptional Student Education programs.
 - i. Invite EOC-IROCHS to participate in the Multi-Disciplinary team transition meeting, when appropriate. Provide assistance in ensuring the timely and appropriate transition of children in the EOC-IROCHS program to a BOARD operated school program, when applicable.
 - j. Include children who are eligible for Exceptional Student Education in the appropriate counts and afford them all their rights.
 - k. Arrange and make provisions for transportation, in accordance with established procedures for children who receive full time Exceptional Student Education services in Indian River County.
2. The EOC-IROCHS agree to:
- a. Provide adequate and necessary materials and supplies for the children in the program.
 - b. Provide an appropriate classroom facility and educational environment to include a locking file cabinet and storage area.
 - c. Complete health screening on all children, within 45 days of child's enrollment in the EOC-IROCHS program, as required in the Head Start Performance Standards.
 - d. Engage qualified mental health consultants to observe children in a classroom setting as part of the health screening process.

- e. Conduct developmental screening on all children to include gross motor, fine motor, speech, expressive language, receptive language, social/emotional, self-help and cognitive areas, within 45 days of child's enrollment.
- f. Provide appropriate Immunization and medical records (including a copy of the birth certificate and social security/Medicaid numbers), for children who have been referred for evaluation, provide developmental screening information.
- g. Provide BOARD with appropriate personnel including interpreters, to create an effective Evaluation and Multi-Disciplinary Staffing Committee.
- h. Provide appropriate training of EOC-IROCHS staff and parents in regards to various disabilities.
- i. Make referrals to the BOARD of any child suspected of having disabilities within fifteen (15) days.
- j. Participate in Child Find activities to assist in recruiting children with disabilities.
- k. Assist programs in reporting the number of children receiving services under an individual educational plan to the local education agency for the Full Time Equivalency (FTE) child count and other data as requested by the Department of Education.
- l. Provide BOARD with copies of staff credentials.
- m. 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, EOC-IROCHS 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.

- 3. Both parties agree:
 - a. Provide Exceptional Student Education and related services in the least restrictive environment as required by the child's needs.
 - b. To comply with Federal, State and local policies of nondiscrimination against any child on the basis of race, creed, national origin, tribal affiliation, religion, sex or disability.
 - c. To comply with all federal, state, and district laws, rules and regulations.
 - d. In the event that any part, term or provision of this agreement is by a court of competent jurisdiction found to be illegal, unenforceable, or in direct conflict with federal, state or local laws,

the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the party shall be construed and enforced as if this agreement did not contain a particular part, term or provision held to be so invalid.

- e. This agreement may be amended or modified only in writing and executed by both parties. This agreement may be terminated by either party. If either party terminates for convenience herein, it shall not be liable for breach of contract, lost profits, or other such damages whether consequential or inconsequential.
- f. To review and/or update collaboration agreement annually.
- g. Provide parents with information on their rights according to Individuals with Disabilities Act (IDEA).
- h. Keep all information given and received as confidential as required by state and federal law.
- i. Disputes shall be resolved through mediation or in accordance with conflict resolution procedures. If a dispute is not resolved pursuant to mutually agreed conflict resolution, then either party may terminate this agreement with or without cause by giving the other party thirty days written notice of termination.

IN WITNESS WHEREOF, this agreement has been executed effective on the date and year first above written and shall cover the EOC-IROCHS school year schedule commencing 2018-2019 school year.

The School Board of Indian River County, Florida

BY: _____
Shawn Frost, Chairman

ATTEST:

BY: _____
Dr. Mark J. Rendell, Superintendent

Date Approved: _____

Economic Opportunity Council of Indian River and Okeechobee Counties Head Start

WITNESS

WITNESS

9/21/2018

DATE

BY: Angela Dawn Green
EXECUTIVE DIRECTOR

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School District of Indian River County

6500 57th Street • Vero Beach, Florida, 32967 • Telephone: 772-564-3000 • Fax: 772-569-0424

Mark J. Rendell, Ed.D.
Superintendent



Positive Climate and Discipline Code of Student Conduct Handbook 2018-2019

Committee Members that contributed to the Positive Climate & Discipline Code of Student Conduct

Community Committee Members

Dr. John Brown
Ms. Merchon Green
Mrs. Joanne Holmes
Mrs. Stacey Klim
Ms. Barbara Lipton
Mr. Lance Lunceford
Ms. Sandra Mandel
Ms. Maryann Ronan-Lawson
Dr. Mara Schiff- Facilitated with District Core Team
Mrs. Michelle Scott

Community Partners

Mrs. Robyn Vanover
Mr. Ross Partee

District Core Facilitators

Dr. Lillian Torres-Martinez
Ms. Heather Clark
Mrs. Rachel Moree
Mrs. Felice Heppern
Mr. Dariyall Brown
Mrs. LaVonne Walker

School and District Staff Members

Mrs. Diane Parentela
Ms. Rachel Serra

School and District Staff -Student Participants

Mrs. Keondra Eberhardt
Mr. Derek Weintraub
Mrs. Liz Cannon
Superintendent Student Advisory Council

Community Participation

Detective John Finnegan
Mrs. Brenda Green
Mr. Randy Heimler
Ms. Sharon Kolor
Mrs. Katrena McMahan
Dr. Jaqueline Warrior
Ms. Jeanne Astremon
Ms. Kim Brady
Ms. Angela Feurtado
Ms. Nicki Genoni
Dr. Sharon Hayes
Ms. Sierra Holmes
Ms. Danielle Lee
Ms. Latoya Morgan
Mr. Rickavius Stinson
Mr. Eugene Wolf

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Introduction

Message from Superintendent

We are so very fortunate to live in a great community with great schools. I believe that the success of our schools is a result of the strong partnership with our families and our community. In fact, our school district logo illustrates this relationship. The three buildings in the logo represent home, school, and community, working together—for the success of all students. In recognition of this partnership, we engaged with the community to create a strategic plan to guide our work over the next five years.

Our district strategic plan is structured around five goals; Student Success, Culture & Climate, High Quality Workforce, Communication & Engagement, and Strategic Partnerships. The home, school, and community connection is prevalent in all the goals. To implement the strategies and accomplish the goals of the plan, we will need the support and involvement of the entire community.

As we move forward I want to remind everyone of our vision and mission statements:

Vision: Educate and inspire every student to be successful.

Mission: To serve all students with excellence.

There are some very important words in both of those statements: all and every. It is our responsibility to provide the best education possible to each individual student who attends our schools. This commitment to all students is evident throughout this plan. It is reflected clearly in the goal statements, objectives, strategies, and measures of success. We must never lose sight of the importance and value of each individual student.

The Positive Climate and Discipline Code of Student Conduct is the District policy that supports goal 2, culture and climate: promoting safe and orderly school environment where staff and students thrive in positive learning and work environments where they feel safe, supported, and celebrated. The objectives and strategies are:

- Every school fosters a caring and responsive culture to ensure a positive learning environment for staff and students.
- Every school provides a safe and secure learning environment.
- Every school recognizes and celebrates the accomplishments of students and staff.

Strategies

- Provide staff with training and support to build positive learning and work environments for meeting the needs of all students.
- Provide effective positive behavior support systems in each school.
- Administer all discipline systems in a fair and consistent manner.

All schools within the district will participate in Positive Behavior Intervention Support (PBIS) Framework training and will adopt evidence or research based programs and/or strategies that support their students' needs and promote a safe, positive school environment where students are recognized and feel supported.

Core Values

Core Values...	We believe:
Accountability	<p>in holding all individuals within the organization accountable for their decisions and actions.</p> <ul style="list-style-type: none"> ▪ We show accountability by being prepared for work and class, following school guidelines, studying, and submitting assignments on time.
Cooperation	<p>family and community involvement are essential to student success.</p> <ul style="list-style-type: none"> ▪ We understand that working together we can achieve much more.
Diversity	<p>diversity adds value to the organization.</p> <ul style="list-style-type: none"> ▪ We treat everyone fairly, being open-minded to attitudes, ideas, cultures, and customs that may be different from our own, regardless of ethnicity, race, religion, gender, or disability.
Honesty & Integrity	<p>honesty and Integrity are the basis of every relationship.</p> <ul style="list-style-type: none"> ▪ We demonstrate honesty and integrity by telling the truth, and doing what is right, even if no one is watching.
Innovation	<p>in effective and efficient management of all resources.</p> <ul style="list-style-type: none"> ▪ We propose to use technology and other advances to promote efficiency as we advance student achievement.
Perseverance	<p>in the power of the human spirit and the continuous improvement process.</p> <ul style="list-style-type: none"> ▪ We learn from our mistakes and seek to better ourselves.
Respect	<p>in a safe, healthy, and supportive learning and working environment.</p> <ul style="list-style-type: none"> ▪ We seek to establish environments where we value the worth and dignity of everyone, including ourselves, others, and the environment.
Responsibility	<p>it is our responsibility to empower every child to learn.</p> <ul style="list-style-type: none"> ▪ We demonstrate responsibility by owning our behaviors, and when necessary, repairing harm.
Service to others	<p>students are the focus of all decisions and actions.</p> <ul style="list-style-type: none"> ▪ We seek to create a culture where students' needs, data, and input drive all decisions.

School Expectations and Responsibilities

School Community Expectations and Responsibilities

Each member of the school community plays an important role in the creation of a safe, supportive, and positive school climate. To accomplish this, we must work together, supporting and respecting one another's roles. All community members, including school staff and administration, parents/guardians, community organizations, and students, are responsible for promoting engaging school environments that support teaching and learning. Staff and students thrive in a positive learning and work environment where they feel safe, supported and celebrated.

What can Community-Based Organizations do to support and promote safe and orderly school environment?

Community members such as law enforcement, mental health service providers, and youth activity service providers play a crucial role in the establishment of a safe, supportive, and positive school climate. This is accomplished through mutual support and respect. All community-based organizations share the following objectives:

1. Assist schools in creating positive, safe, supportive, healthy, and engaging learning environments.
2. Serve as a resource for students, families, and school staff.
3. Collaborate with school and district staff to share ideas and strategies that promote positive, healthy, and enriching school environments.

Responsibilities of School Staff and Administration

1. Know rules and regulations, discipline policies, intervention strategies, programs, and sources of community support available to our students.
2. Promote a positive, safe, and supportive school climate, where all students can grow academically, socially, and emotionally.
3. Utilize a positive system of supports and interventions to keep students in school and engaged in the learning process.
4. Recognize, encourage, and reward appropriate and positive conduct by all students.
5. Participate in professional development promoting student engagement and support, positive classroom management, and a positive school climate.
6. Make every effort to communicate and respond to parents/guardians in a way that is accessible and easily understood.
7. Implement consequences that align with disciplinary actions, in a graduated and progressive manner, increasing in intensity as behaviors increase in severity and frequency, or when a pattern of behavior has been established.
8. Administer interventions and consequences consistently and equitably, regardless of national origin, race, gender, ethnicity, religion, age, disability, and sexual orientation.
9. Eliminate disproportionality in discipline referrals, as well as in-school and out-of-school suspensions.
10. Provide each student with due process prior to intervention, or to consequences being administered, as a result of an infraction.
11. Use exclusionary disciplinary measures as a last resort, and in accordance with district policies.
12. Provide students and parents/guardians with makeup work when students are suspended from school.
13. Ensure that students are under the supervision of school staff while on school premises during "reasonable time" before and after school, and while attending or participating in a school-sponsored activity. "Reasonable time" is defined as 30 minutes before and after school, and 30 minutes before and after a school activity is scheduled or occurs.
14. Involve School Resource Officers only when a serious infraction occurs that endangers the safety and welfare of oneself or others.
15. Principals shall implement school district policies prohibiting bullying and harassment throughout the year and integrate the policies with the school's curriculum, bullying prevention and intervention program, discipline policies and other violence prevention efforts. A list of programs authorized by the school district that provide instruction to students, parents, teachers, school administrators, counseling staff and

school volunteers on identifying, preventing and responding to bullying or harassment, including instruction on recognizing behaviors that lead to bullying and harassment and taking appropriate preventive action based on those observations is in Appendix A of this handbook.

Rights and Responsibilities for Parents

Parent Rights – You have the right to ...	Parent Responsibilities – You have the responsibility to ...
be treated with courtesy and respect.	encourage your child(ren) to show courtesy and respect for self and others.
discipline that is progressive and applied fairly.	understand, and make certain your children follow, the Positive Climate and Discipline Code of Student Conduct.
seek: access additional resources to support your child.	support your child’s school in accessing and implementing interventions to improve conduct, such as counseling, after-school programs, and mental health services.
access <u>FOCUS</u> to monitor your child’s progress.	use FOCUS and connect with teachers to monitor your child’s progress and support learning.
address concerns with school officials.	share concerns with school officials as they arise.
visit your child’s school.	report to the office and sign in using the electronic visitor management system.
be kept abreast of all matters concerning your child.	ensure that the school has your current home, work, and cellular telephone numbers, updated home address, e-mail address, and emergency contact information.
participate in your child’s school activities, conferences, and problem-solving meetings.	make efforts to participate in your child’s school activities, conferences, and problem-solving meetings.
Both parents have the right to access student records and information, and be provided information about what is happening at school regardless of marital status, unless a certified court document stating otherwise is delivered to the school's Principal.	notify the school of any custody changes or other legal matters that relate to school.
expect your child to be safe and properly supervised during extracurricular school activities. Schools may provide law enforcement, crowd control, and proper supervision during extracurricular school activities.	maintain your child’s safety when attending any event as a spectator.
fair market value when paying damages.	Remit payment for damage done to school district property by a student, including lost or damaged books and teaching materials. If property or damages are not restored, schools may require: <ul style="list-style-type: none"> a. Student loss of extracurricular activity privileges b. Participation in community service

Student behavior that contributes to Positive-Safe Learning Environment and Student Success

The School District of Indian River County is committed to helping students benefit from positive, supportive and safe school environments. To meet these goals, students, attending Indian River County public schools will demonstrate behavior that has a positive impact on school climate.

Rights and Responsibilities for Students

Student Rights – You have the right to ...	Student Responsibilities – You have the responsibility to ...
attend school every day.	attend school on time every day, have necessary materials, and be prepared to learn.
learn in an orderly environment.	follow classroom rules and expectations, demonstrate good citizenship by reporting threats, and hazardous or dangerous situations, to an adult in authority.
be informed of the rules of conduct/behavior.	follow the rules of conduct/behavior, demonstrate respect for school property, and follow the Student Network and Internet Responsible Use and Safety Agreement.
be treated with dignity and respect.	treat others, including adults and peers, with dignity and respect, understanding and recognizing that your conduct affects other students and school staff.
reasonable and fair treatment.	treat others reasonably and fairly. You have the responsibility to make every effort to restore relationships negatively affected by poor conduct by participating in activities, interventions, and appropriate programs recommended by school staff
freedom of expression.	express yourself in a way that honors the school community.
freedom from harassment and discrimination.	contribute to a safe, positive school climate by refraining from discriminating against, bullying or harassing other students or school staff.
peaceably assemble without being disturbed in the exercise of their constitutionally guaranteed rights to assemble peaceably and to express ideas and opinions, privately or publicly, provided that such exercise does not infringe on the rights of others and does not interfere with the operation of schools. <small>(Additional information may also be referenced in Florida State Statutes 1001.43; 1006.145 and School Board Policy 5520.</small>	maintain an atmosphere of peace.
freedom from unreasonable search and seizure.	refrain from bringing illegal items and substances onto school campuses.
Due Process.	be honest and accept responsibility.
Pledge of Allegiance: Upon written request from a parent a student may be excused from participating in reciting the Pledge of Allegiance, including standing and placing hand over their heart. <small>(Additional information may also be referenced in Florida State Statute 1003.44 and School Board Policy 5780)</small>	To submit a written request to the school principal

Prevention and Intervention Practices (Multi-Tiered System of Support – MTSS)

An approach to prevention and intervention has been established to support our students. Interventions and strategies are provided to students through a Multi-Tiered System of Supports (MTSS) framework. Through MTSS, schools apply strategies to maximize student learning and behavioral outcomes. The interventions and supports provided match the level of support to student needs. PBIS refers to Positive Behavioral Interventions and Support, which encompasses “a range of research-based strategies used to increase quality of life and decrease problem behavior by teaching new skills and making changes in a person’s environment” (APBS, 2014).

Positive behavioral interventions and support combines:

- valued outcomes,
- behavioral and biomedical science,
- validated procedures, and
- systems change

to enhance quality of life and reduce problem behaviors.

Our schools will take action steps to:

- Create processes that support positive school climates by using evidence-based strategies through our MTSS framework.
- Use school and student data to plan and implement the tiered strategies and interventions. Educators, administrators, and support staff may work with community-based organizations to provide support services as needed.

Multi-Tiered System of Support	Examples include but are not limited to ...
<p>Tier 1- Universal Supports for all students include strategies that are used to teach social, emotional, and behavioral competencies. These strategies maximize students’ abilities to problem-solve, and help develop a sense of responsibility and confidence in one’s ability.</p>	<p>PBIS Tier 1 School-wide and Classroom (Positive Behavior Intervention and Support)</p> <ul style="list-style-type: none"> • CHAMPS (Conversation, Help, Activity, Movement, Participation, Success) • Conscious Discipline • Skills Streaming • Restorative Practices • Sanford Harmony
<p>Tier 2- Targeted Interventions and supports build on the lessons provided at Tier 1 and may prevent the need for more intensive interventions. Tier 2 supports are provided to small groups of students with similar needs, offering more time and/or detailed instruction on the core curriculum.</p>	<p>PBIS Tier 1 plus Tier 2</p> <ul style="list-style-type: none"> • Social Skills Groups • Check-In and Check-Out Support Plan • Check and Connect • Social/Emotional Counseling Groups • Mentoring • Parent Groups • Restorative Practices
<p>Tier 3- Supports continue to build on the lessons and supports provided at Tiers 1 and 2, becoming more individualized and more intensive until teams can identify what is needed for a student to be successful. Tier 3 supports are based on the underlying reasons for a student’s behavior.</p>	<p>PBIS Tier 1, Tier 2 and Tier 3</p> <ul style="list-style-type: none"> • Behavioral Contract • Behavior Intervention Plan • Functional Behavioral Assessment • Collaboration with and Referrals to Community Resources and Agencies • Restorative Practices

Additional information may also be referenced in Florida State Statutes 1002.3105; 1003.41; 1003.4156; 1003.4203; 1003.428; 1003.4282; 1007.271; 1008.25 and School Board Policy 5410.

Student Attendance

What You Should Know About Attendance

School attendance is one of the strongest predictors of student success and is required of all students between the ages of six (6)--or turning 6 before February 1st-- and 16, unless otherwise exempted by law.

Good attendance provides students with opportunities to learn in the classroom and develop into strong students and citizens. Even just two absences a month can add up to far too much time lost in the classroom. Missing 10% or more of school days is considered chronic absenteeism. Below are percentages reflecting the impact of attendance.

96-100% is considered Good Attendance; 91-95% is considered At Risk of Underachievement; 90% is considered Seriously At Risk of Underachievement; 85% indicates Severe Concerns with Underachievement.

Regular school attendance is crucial to student success in school. Absenteeism has a negative impact on students' educational progress and sense of responsibility. Educators shall encourage regular attendance of students, maintain accurate attendance records, and follow reporting procedures.

Provisions shall be made for promoting school attendance by addressing personal problems, educating parents, and enforcing compulsory attendance laws and related child welfare legislation. Additionally:

- Absences must be reported to the school by the parent or adult student (over 18 years old) within two days (48 hours) electronically, in writing or by phone. Failure to report and explain the absence(s) shall result in unexcused absence(s). Final authority for determining acceptability of the reason for the absence(s) shall rest with the principal.
- Teachers shall record absentees each period of the school day and report absences--excused and unexcused--as required by the school.
- Parents will be contacted when a student has three (3) unexcused or unexplained absences, to prevent patterns of nonattendance.
- When a student has at least five (5) unexcused or unexplained absences within a calendar month, or ten (10) unexcused or unexplained absences within a ninety (90) calendar day period, the following will occur:

The teacher shall report to the Principal that the child may be exhibiting a pattern of nonattendance, if applicable.

The Principal will refer the case to the **MTSS/Individual Problem Solving Team** to determine if early patterns of truancy are developing. If the **MTSS/Individual Problem Solving Team** finds that a pattern of nonattendance is developing, a meeting with the parent must be scheduled to identify potential remedies. If the problem is not resolved, the **MTSS/Individual Problem Solving Team** will implement interventions.

Habitual Truancy

When a student has a total of fifteen (15) unexcused absences within ninety (90) calendar days, with or without knowledge and consent of parents/guardians, she/he will be considered habitually truant. Parents will be notified

of the excessive absences and the intent to notify the **Department of Highway Safety and Motor Vehicles**, if appropriate. When students are truant, they may be subject to having a truancy petition filed. Please note that this may happen under state statute if the student has:

- 1) At least five (5) unexcused or unexplained absences within a calendar month
- 2) Ten (10) unexcused or unexplained absences within a ninety (90) calendar day period
- 3) More than fifteen (15) unexcused absences within a ninety (90) calendar day period

Tardiness

Tardiness is defined as an arrival to school or class after the designated time, or after the tardy signal has sounded. When tardiness become excessive --four (4) or more times per nine-week grading period-- the parent/guardian will be notified by classroom teachers. Progressive interventions will be initiated by the MTSS Individual Problem Solving Team.

Early Departure

An early departure is any unexcused departure prior to the end of the class or school day. Parents are encouraged to keep students in school for the entire school day with minimum interruptions or requests for early dismissal. Early dismissals interfere with classroom instruction. Dismissal within the final 30 minutes of the school day is prohibited unless the Principal determines that it is an emergency, or the student has a medical, dental, or court appointment that cannot be rescheduled.

Excused Absences

The following factors are deemed to be reasonable excuses for students' school absences:

- Personal illness: medical evidence may be required by the principal or designee for absences exceeding five (5) consecutive days
- Court appearance
- Medical appointment
- Approved school activity
- Insurmountable problems (Prior permission by principal or designee is required except in the case of an emergency)
- Attendance at a center under the supervision of Children and Families Services
- Significant community events with prior permission of the principal or designee
- Religious instruction or religious holiday
- Death of a family member
- Out-of-school suspension
- Confinement at a detention center
- All other reasonable excuses with prior approval of the principal or designee

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

Absences not included in the above list shall be documented as unexcused.

Makeup School Work for Absences

For any absence excluding truancy, the student shall have two (2) days to make up work for each day missed. Principals may grant time extensions to the student for extenuating circumstances. Type of assignments will be at teacher's discretion.

Discipline

No student shall be suspended for unexcused tardiness, lateness, absences, or truancy.

Any student who fails to attend any regularly scheduled class and has no excuse should be referred to the appropriate administrator. Disciplinary action shall include parental/guardian notification.

If a student violates attendance standards or other rules of the school, appropriate discipline will be applied, but grades will be determined by the student's academic performance.

Additional Attendance Processes

- Parents have the right to challenge attendance records by providing documentation that may change the status of an absence. Challenges must be made within the grading period in which the absence occurred. After the documentation is submitted and reviewed, final decision rests with the principal.
- Any student who, due to a specifically identifiable physical or mental impairment, exceeds or may exceed the district's limit on excused absences, is referred for eligibility evaluation under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973.

Additional information may also be references in Florida State Statutes 1002.20; 1003.02; 1003.21; 1003.23; 1003.24; 1003.26; 1003.27 and School Board Policy 5200.

Student Dress Code

****New language approved on June 26, 2018 will not be in effect until the 2019-2020 school year.***
New language is identified below with an asterisk, underlined, and italicized.

Dress code standards foster a safe, healthy, and positive climate that promotes constructive discipline, maintains order, and supports the teaching and learning process. ** Every school shall publish its dress code on their school's website.*

Elementary school students wear a unified dress code. Each school will provide a description of their unified dress code.

Dress and Grooming Expectations for All Students:

- Pants are to be worn above the hip bone, with no visible undergarments, and present no safety hazards.
- Dress and grooming practices will not interfere with school work, create disorder, disrupt the educational program, or prevent the student from achieving educational objectives.
- Hair and clothing must not block vision or restrict movement.
- Clothing **and accessories* will contain no **words or graphics, except for authorized school-approved clubs and activities (this is not intended to exclude clothing name brands (2 x 2 inches)* inappropriate sayings, themes, or advertisements such as alcohol, tobacco, drugs or gang-related symbols.
- Clothing will fit appropriately and include no oversized, undersized, or tight garments.
- Apparel will contain no sheer, net, mesh, or sleepwear items **(i.e. leqqings, ieqqings and pajamas)*. Shirts will cover the person from the shoulders to the waist at all times, with no revealed midriff or cleavage.
- Shorts, skorts, **dresses* and skirts are to extend beyond finger-length or mid-thigh, whichever measurement is longer.
- Apparel will not contain hoods, headphones[^], ear buds[^], hair picks, combs, do rags, stocking caps, bandanas, scarves, towels, and other headgear.
- Hats and sunglasses may **only* be worn for P.E. activities, recess, or other specific circumstances when authorized by the Principal.
- Jewelry, accessories, or extended fingernails that could be deemed unsafe are not permitted. Dog-type collars, chains, and spikes are not allowed.
- Trench coats/**Capes* are prohibited.
- Dress practices must not be indecent, vulgar, or disruptive to an orderly learning environment, and must not cause or result in discrimination against, bullying or harassing of other students or school staff.
- Certain courses may require a specific dress code.

**District officials do have the flexibility to relax certain dress code requirements to ensure student safety and comfort. For example, if our community is experiencing extremely cold weather, the code may be relaxed to allow heavy coats, denim jeans, and other cold weather apparel that may not meet standard school dress code requirements.*

Note: The Principal has the final authority to determine when personal appearance does not meet expectations. Unless otherwise approved for instructional purposes.

State statute authorizes the school board to establish dress code requirements. All elementary schools will adhere to a unified dress code established by the school board and superintendent. For middle and high schools, the school board requires the School Advisory Council (SAC) to decide whether a unified or restrictive dress code is necessary for the safety and welfare of the student body and school personnel. When the SAC determines that a unified or restrictive dress code is necessary, the proposition shall be submitted to a vote of the families of students at such school, pursuant to a procedure established by the superintendent. If the proposition is approved by persons eligible to vote, and passes with a written vote of at least fifty percent + 1 (majority vote) in favor of the proposition, then the requirement for a unified or restrictive dress code shall be established and enforced at that school. **Additional information may also be referenced in Florida State Statute 1001.43(1)(b) and School Board Policy 5511.**

Drugs and Alcohol Possession, Use, and Distribution

The misuse of drugs is a serious problem with legal, physical, and social implications for the entire school community. "Drugs" shall mean:

- A. all dangerous controlled substances as so designated and prohibited by Florida statute
- B. all chemicals which release toxic vapors
- C. all alcoholic beverages
- D. any prescription or patent drug, except those for which permission to use in school has been granted pursuant to school board policy
- E. anabolic steroids
- F. any substance that is a "look-alike" of any of the above

Possession, concealment, or distribution of any drug or drug-related paraphernalia as the term is defined by law, or the misuse of a product containing a substance that can provide an intoxicating or mood-altering effect, is prohibited on school grounds, on school vehicles, and at any school-sponsored event. Further, it is established that a drug-free zone exists within 1000 feet of any facility used by the district for educational purposes.

Progressive interventions and consequences for drug and alcohol behavior actions are listed in the Levels of Interventions and Consequences sections of this handbook.

Over-the-Counter (OTC) Medication

"Medication" shall include all medicines including those prescribed by a physician and any non-prescribed (over-the-counter) drugs, preparations, and/or remedies, herbal products, cough drops, medicated throat lozenges and vitamin supplements.

Students are **not** allowed to have medication in their possession on school property, on the school bus, or while attending any school-sponsored activity except for emergency medication such as: asthma inhalers, epinephrine auto-injectors, diabetic testing/treatment supplies, pancreatic enzymes prescribed for the student, prescribed by a physician. In order to carry emergency medication, the following criteria must be met:

A Medication Permission Slip has been completed and signed by the student's parent/legal guardian. Parental Authorization for Students to Carry and Self Administer and a Physician's Authorization for Medication must be completed. **Acetaminophen (Tylenol)** may be given to Middle and High School students without a physician's order providing the following criteria are met:

- The Tylenol must be in an unopened bottle of 325mg or 500mg strength and brought in by the parent/guardian. Unit dose packages of acetaminophen are acceptable in lieu of bottled medication.
- An OTC Medication Authorization Form must be filled out and signed by the parent/guardian.

- A Medication Permission Slip must be filled out and signed by the parent/guardian.

Any other non-prescription medication must have a doctor's order/prescription for use and a completed and signed Medication Permission Slip. It also must be received in its original container, unopened, and be labeled with the student's name. The only over-the-counter medications to be stored are those medically prescribed for specific students. Those medications will be kept in the locked medication cabinet in the health room. For more detailed information please refer to the Medication Procedures Parent's Handbook 2018-19. **Additional information may also be referenced in Florida State Statutes 893; 1006.062 and School Board Policies 5310, 5330 and 5530.**

Tobacco-Free Safe and Healthy Learning Environment

Tobacco is the leading cause of preventable death in Florida. Most tobacco use begins before the age of eighteen. It is important that schools provide a safe and healthy learning environment, free from exposure to known carcinogens, and one in which adults are role models for healthy behavior. As school district personnel and school visitors serve as role models to students, comprehensive school policies are a necessary strategy to prevent youth initiation, as well as to reduce tobacco use.

All uses of tobacco products in any form including the use of electronic "vapor/ vaping" or other substitute forms of cigarettes, clove cigarettes, or other smoking devices are prohibited in all school board-owned properties, facilities, and at any school board-sponsored event, 24 hours a day/365 days a year, for students, district personnel, and visitors.

Students are prohibited from possessing or using tobacco products during school-sponsored events whether on or off district property. If a tobacco citation is issued by a School Resource Officer (SRO), it is mandatory that the student pay a civil penalty and attend a school-approved anti-tobacco program. The anti-tobacco program is ten weeks in duration and is offered at the Substance Awareness Center of IRC. **Failure to complete this program or to pay the civil penalty will result in the suspension of the student's driver's license or withholding of license.** Additionally, students possessing or using tobacco products are subject to progressive disciplinary and accountability measures. **Additional information may also be referenced in Florida State Statute 381.84; 386.202; 386.204; 386.206; 386.209; 386.212 and School Board Policy 5512.**

Weapons

Students are prohibited from possessing, storing, making, or using a weapon, including a concealed weapon, in a school safety zone and in any setting, that is: under the control and supervision of the district for school activities, including property leased, owned, or contracted by the district, a school-sponsored event, or in a district vehicle.

Students are required to immediately report knowledge of weapons and threats of violence by students and staff to the building principal. Failure to report such knowledge may subject the student to immediate suspension and potential expulsion from school.

Any student who violates this policy will be reported to the student's parents or guardians and to the criminal justice or juvenile delinquency system. The student may also be subject to disciplinary action, up to and including expulsion.

Exceptions include items pre-approved by the building principal as part of a class or individual presentation, or as theatrical props used under adult supervision. **This exception does not apply to working firearms or to any ammunition. Additional information may also be referenced in Florida State Statutes 790.001; 790.06; 790.115; 790.251; 1001.43(1)(a); 1006.07 and School Board Policy 5772.**

Gun Free Schools

The *Gun Free Schools Act of 1994* establishes that any student who is determined to have brought a firearm, as defined in *18 U.S.C. s.921*, to school, to any school function, or onto any school-sponsored transportation will be expelled, with or without continuing educational services, from the student's regular school for a period of no less than one full year, and will be referred to mental health services identified by the school district and the criminal justice or juvenile justice system. **Additional information may also be referenced in Florida State Statute 1012.584 (4) and Senate Bill 7026.**

Student Groups

Student groups will be recognized as authorized school organizations only if they are approved by the school administration, sponsored by school-approved personnel, composed of members of the current student body, conduct the majority of their meetings at school, and have established aims, which are educational in nature.

Membership or participation in the organization or operation of any fraternity, sorority, or other secret group as described by law is prohibited. In particular, any type of gang or gang-related activity as identified by law enforcement is prohibited on district property or in the guise of school-sponsored activities. **Additional information may also be referenced in Florida State Statute 874.03(3) and School Board policy 5840.**

Bullying, Harassment, Cyberbullying, Sexual Cyberbullying, Hazing, Dating Violence and Abuse, Bias Behavior, and Gang-Related Activities

The school district is committed to providing an educational setting that is safe, secure, and free from harassment and bullying for all our students and school employees. Unlawful bullying and harassment, cyberbullying, sexual cyberbullying, hazing, dating violence and abuse, bias behavior, unlawful discriminatory harassment of "protected classes" and gang-related activities of any type will not be permitted.

Schools shall appropriately **identify, report, investigate, and respond to situations** of bullying, harassment, cyberbullying, sexual cyberbullying, hazing, dating violence and abuse, bias behavior, and gang-related activities of any type. This applies whether incidents occur on school grounds, at school-sponsored events, through school computer networks, off school grounds, or in any way have an impact on school safety and positive school climate. To ensure a bully-free school environment schools shall practice the following: (1) identify where and when bullying occurs; (2) train all school personnel to recognize bullying; (3) increase adult supervision at campus "hot spots"; (4) create an anti-bullying task force charged with educating students and staff; and (5) integrate anti-bullying materials into curriculum for discussion and role-play.

Violent Crimes and Victimization

Violent crimes and victimization committed on campus, during any school-sponsored event, or connected to a district school in any way will be reported to law enforcement. Offenders are subject to arrest and criminal prosecution.

Getting Help: Reporting

Procedures

Our schools are steadfast in providing educational settings that are safe, secure, and free from bullying, cyberbullying, sexual cyberbullying, harassment, hazing, dating violence and abuse, gang-related activities, and bias behavior for all students and school employees. **The school Principal is the person responsible for receiving all complaints.** Any student or parent/guardian who experiences any of the above acts should immediately report the situation to the school Principal. **If an act occurs during non-school hours, it should be reported to a law enforcement agency.**

Note: Written and oral reports are considered official reports. Reports can be made anonymously. After a formal investigation is completed, interventions and consequences will be applied as needed.

A victim of the above acts, or anyone who witnesses an act and has credible information, may utilize the Stop, Walk, Talk **reporting** procedures. For example:

Stop: Tell the offender to stop, or you can say to yourself, "I won't allow this person to make fun of me, tease me, or bully me."

Walk: Walk away calmly. Don't fight back; if possible, find a friend to walk away with you. Try not to show anger or fear. (Students who bully like to see they can upset you.)

Talk: Tell a trusted adult, your teacher, school counselor, or an administrator if you are being bullied at school. **Telling is not tattling.** Write down--or ask someone to write down for you-- what happened, where and when it happened, and who bullied you. Remember that you can always tell your parents or guardians.

- Report the incident:
 - To an adult
 - In writing
 - In the anonymous “Comments” box(es) located in your school’s main office, health room, guidance office, student support specialist office, and media center.

If bullying occurs after school hours, report it to your local law enforcement agency or notify your SRO when returning to school.

- If you witness bullying (**you are a bystander**), you should:
 - Refuse to join in
 - Never fight a bully
 - Get others to help you speak out against the bully
 - Distract the bully
 - Report all bullying to school staff
 - Utilize the universal web-based reporting system on your school and/or School District of Indian River County website: www.indianriverschools.org
 - Utilize comment reporting boxes that are placed in your school’s main office, health room, guidance office, student support specialist office, and media center
 - Utilize reporting forms located next to the comment boxes or downloaded from the SDIRC website
 - Contact local law enforcement if an act occurs after school hours

Additional information may also be referenced in Florida State Statute 1006.147 and School Board Policy 5517.01.

Interscholastic and Extracurricular Activities

Interscholastic athletics and sports have a positive impact on students and are an integral part of the school experience, benefitting the community. The program should foster the growth of school loyalty within the student body, and stimulate community interest in athletics. Participation in the district’s interscholastic athletics programs is a privilege. All middle schools and high schools are members of the Florida High School Athletic Association (FHSAA) and are governed by its rules and regulations. All district students (including transfer students) shall satisfy the eligibility requirements established by the FHSAA, Florida law, and school board policy.

Participation in extracurricular activities, including interscholastic sports, is a privilege. Therefore, the school board authorizes the superintendent, principals, and assistant principals to prohibit a student from participating in extracurricular activities of the school district for offenses or violations of the Positive Climate and Discipline Code of Student Conduct for a period not to exceed the remainder of the school year in which the offense or violation took place. All procedures relating to disciplinary actions, as outlined in Section 5 and Section 6 of this handbook, must be followed prior to prohibiting a student from participating. Exclusion/removal should be used as a last resort; restorative practices and transition meetings to support students in interscholastic/extracurricular activities after a suspension may be used as an alternative.

*Additional rules and information may be found in school handbooks and policies.

In addition, student athletes are further subject to the Florida High School Athletic Association (FHSAA) Code of Conduct and may be prohibited from participating in all or part of any interscholastic sport for violations therein.

- Eligibility requirements may not be affected by any alleged recruiting violation until final disposition of the allegation is completed.
- A student may not participate in a sport if the student participated in the same sport at another school during that school year, unless the student meets participation criteria.
- A student not currently suspended from intrascholastic extracurricular activities, or suspended or expelled from school, pursuant to district school board suspension or expulsion powers, is eligible to participate in interscholastic and intrascholastic extracurricular activities.
- Additional information may be found on the Florida High School Athletic (FHASS) website and in Florida State Statute 1006.20 and School Board Policy 2431.

Additional information may also be referenced in Florida State Statutes 1002.20; 1006.195; 1006.20 and School Board Policies 2341; 2431.01 and 5610.05.

Student Use of Wireless Communication Devices

Student possession of a wireless communication device (WCD) is a privilege. To promote positive behavior and protection of students, all WCD users are expected to follow procedures and to sign a Network and Internet Responsible Use and Safety Agreement. The student is solely responsible for any equipment that he/she brings to school. The principal has the authority to allow or discontinue WCD use; therefore, all procedures are subject to principal approval. While on school district property, students must adhere to the following procedures:

- A. Students may use WCDs while riding to and from school, or to and from school-sponsored activities on a bus or other school board-provided vehicle, at the discretion of the bus driver and administrator, teacher, sponsor, advisor, or coach. Distracting behavior that creates an unsafe environment will not be permitted.
- B. When a student arrives at school, the WCD should be set to 'silent' or 'vibrate' and remain in that mode throughout the school day.
- C. With principal permission, the student may use their WCD before school, during lunch, and after school as long as they do not create a distraction, disruption, or otherwise interfere with the educational environment or school functions.
- D. The WCD may be used in class **only** for educational purposes, with the principal's and teacher's expressed permission.
- E. The student must connect to the district Wi-Fi to access the Internet during classroom instruction even if they have their own data plan in compliance with CIPA (Children's Internet Protection Act).
- F. Students must disable or deactivate any personal hotspots or other Internet sharing capability while on school grounds.
- G. During class, WCDs should not be visible when not being used as part of classroom instruction.
- H. Students may not use WCDs, personal data plans, or other networks to access or view Internet websites that are otherwise blocked for students by the district's web filter.
- I.. Students may not download or stream any audio or video files without teacher permission.
- J. Students may not participate in cyberbullying, sexual cyberbullying sending hate e-mail/ posts/ texts, or making false, harassing, or obscene e-mail/ posts/ texts ("sexting").
- K. Students may not take pictures or videos of anyone on campus, or post or send any pictures or videos without a teacher's/administrator's permission.

- L. Students may not participate in hacking, cracking, vandalizing, introducing viruses, worms, Trojan horses, or time bombs, and may not use Peer-to-Peer (P2P) computing or networking.
- M. Students may not use another person's password or account, change or steal another person's work or files, or use another's personal electronic device.
- N. Students may not use proxies, HTTPS, or special ports. Students may not change browser settings or in any other way try to get through Internet filters.
- O. Students may not post any personal information about themselves or anyone else online.
- P. Students will not have the ability to access network folders or print from personal devices.
- Q. Students must charge devices before coming to school; devices are not to be charged at school.
- R. During after-school activities, WCDs may only be used with the permission of the principal and administrator, teacher, sponsor, advisor, or coach.
- S. The district is not responsible for the security, repair, troubleshooting, technical support, loss, misplacement, theft, or damage of any personal WCD.

Note: Schools may implement site-specific procedures beyond those listed above. You may also reference Florida State Statute 1006.07(f) and School Board Policy 5136 for additional information if needed.

Student Network and Internet Responsible Use and Safety

Parents/guardians of minors are responsible for setting and conveying the standards that their children should follow when using the Internet. All Internet users (and parents/guardians of minors) are required to sign a written agreement annually, or at the time of enrollment, to abide by the terms and conditions of this policy and its accompanying procedures.

Advances in telecommunications and other related technologies have fundamentally altered the ways in which information is accessed, communicated, and transferred in society. Such changes are driving the need for educators to adapt their means and methods of instruction, and the way they approach student learning, to harness and utilize the vast, diverse, and unique resources available on the Internet. The school district is pleased to provide Internet services to its students. The district's Internet system has a limited educational purpose. The district's Internet system has not been established as a public access service or a public forum. The district has the right to place restrictions on its use to ensure accordance with its limited educational purpose. Student use of the district's computers, network, and Internet services ("Network") will be governed by this policy, related administrative guidelines, and the Positive Climate and Discipline Code of Student Conduct. The due process rights of all users will be respected in the event there is a suspicion of inappropriate use of the Network.

Users have no expectation of privacy in any communication sent or received by e-mail, during use of the Internet or Network access, use of electronic resources, in materials stored on any school board-provided electronic device, in materials stored using any board electronic device, or in materials stored on any personal electronic device that is connected to the board network.

The district encourages students to utilize the Internet in order to promote educational excellence in our schools by providing opportunities to develop the resource sharing, innovation, and communication skills and tools that are essential to both life and work. The instructional use of the Internet will be guided by Selection of Instructional Materials and Equipment board policy.

The Internet is a global information and communication network that provides an incredible opportunity to bring previously unimaginable education and information resources to our students. The Internet connects computers and users in the district with computers and users worldwide. Through the Internet, students and staff can access up-to-

date, highly relevant information that will enhance their learning and education. Further, the Internet provides students and staff with the opportunity to communicate with other people throughout the world. Access to such an incredible quantity of information and resources brings with it, however, certain unique challenges.

First and foremost, the district may not be able to technologically limit access to services through the district's Internet connection to only those that have been authorized for the purpose of instruction, study, and research related to the curriculum. Because it serves as a gateway to any publicly available file server in the world, access to the Internet will open classrooms and students to electronic information resources which have not been screened by educators for use by students of various ages.

The district has implemented technology protection, utilizing software and hardware measures which monitor, block, and filter Internet access to visual displays that are obscene, use child pornography, or are harmful to minors. Nevertheless, parents/guardians are advised that a determined user may be able to gain access to services on the Internet that the school board has not authorized for educational purposes. In fact, it is impossible to guarantee that students will not gain access through the Internet to information and communications that they and their parents/guardians may find inappropriate, offensive, objectionable, or controversial. Parents/guardians assume risks by consenting to allow their child to participate in the use of the Internet.

Pursuant to federal law, students shall receive education about the following:

- A. safety and security while using e-mail, chat rooms, social media, and other forms of direct electronic communications,
- B. the dangers inherent with the online disclosure of personally identifiable information,
- C. the consequences of unauthorized access ("hacking"), cyberbullying, and other unlawful or inappropriate activities by students online and
- D. unauthorized disclosure, use, and dissemination of personal information regarding minors.

Site Administrators/Principals are responsible for providing training so that Internet users under their supervision are knowledgeable about Student Technology Responsible Use and Safety policy and its accompanying procedures. The board expects that staff members will provide guidance and instruction to students in the appropriate use of the Internet, and will monitor students' online activities while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions, or use of specific monitoring tools to review browser history and network, server, and computer logs. Students and staff members are responsible for good behavior on the district's computers and the Internet just as they are in classrooms, school hallways, and other school premises and school-sponsored events. Communications on the Internet are often public in nature. General school rules for behavior and communication apply. The board does not sanction any use of the Internet that is not authorized by or conducted strictly in compliance with this policy and its accompanying procedures.

Students shall not access social media for personal use from the district's network, but shall be permitted to access social media for educational use in accordance with their teacher's approved plan for such use.

The use of these technology resources is a privilege. Users who disregard this policy and its accompanying procedures may have their use privileges suspended or revoked, and disciplinary action taken against them. Users granted access to the Internet through the district's computers assume personal responsibility and liability, both civil and criminal, for use of the Internet not authorized by this board policy and its accompanying procedures. **Additional information may also be referenced in Florida State Statutes 1001.43 and 1001.51 and School Board Policy 7540.03 and 2520.**

Student Discipline

Overview

The goal of progressive discipline is to promote positive school climates and opportunities for students to develop relationships, resulting in better decisions and choices. District and school policies set expectations for behavior and consequences that will help students make better choices, improve social-emotional behavior, increase engagement and self-efficacy, and support achievements.

Students are responsible for their behavior and are held accountable when they behave inappropriately.

Students shall only be removed from the educational environment as a last resort, after guaranteed due process (definition in glossary). They are expected to follow the Positive Climate and Discipline Code of Student Conduct standards, federal and state laws, and school board policies while:

- On school grounds
- At school-sponsored activities and events
- Being transported to and from school or school-related activities and events

Note: Off-campus felonies impacting school environment may also be considered when applying discipline procedures. Additional information may also be referenced in Florida State Statutes 1006.07; 1006.13 and School Board Policy 5505.

Progressive disciplinary actions will be administered based on policies and procedures clearly communicated to staff, students, parents, and guardians. When deciding upon levels of interventions and consequences, administrators will consider developmental factors, student exceptionalities, and cultural sensitivities. Other considerations include:

- Previous conduct
- Probability of a recurring violation
- Intent and severity of the offense
- Patterns of established behavior

Criminal and violent offenses could result in increased interventions and consequences. Accountability measures are intended to keep students safe and engaged in the educational process.

Discipline Procedures Relating to Disciplinary Actions

Time-Out, Emergency Removal, Suspensions, and Alternative Placement as a Consequence for Behavioral Infractions

The school board recognizes that exclusion from a school's educational program, whether by emergency removal, suspension, or expulsion, is the most severe sanction that can be imposed on a student in this school district, and is one that cannot be imposed without due process. No student is to be removed, suspended, expelled, or excluded from an activity, program, or school unless the student behavior represents a severe infraction as specified in the Levels of Interventions and Consequences sections of this handbook.

Time-out : There are two types of time-out: "exclusionary" and "non-exclusionary". The purpose of time-out is to provide intervention opportunities and earn access back into the classroom setting. The maximum period for time-out is 50% of the instructional day or less. **If a student is removed from the instructional day for more than 50% of the time of their scheduled time in school, then it is considered either an in-school or out-of-school suspension.**

Exclusionary Time-out

An exclusionary time-out is in place when a student is removed from a reinforcing environment for a pre-specified period of time.

Time-Out Room: student is removed to a room/area created specifically for time-out purposes and is under a school

board staff member supervision.

Time-Out within the same Classroom: time-out in a separate area within the classroom, and under teacher and/or a school board staff member supervision.

Non-Exclusionary Time-Out

A non-exclusionary time-out is in a place where the student is allowed to remain within the classroom/setting but is not permitted to engage in any reinforcing activities for a pre-specified period of time; this form of time-out removes reinforcers from the individual. (see Glossary for types of non-exclusionary time-out)

Progressive non-exclusionary and/or exclusionary time-out process

First offense – between 5% - 20% of the class session or instructional day*

Second offense – up to 25% of the class session or instructional day*

Third offense – up to 50% of the class session or instructional day*

*Progressive time-out measures can be used within the classroom setting (i.e., non-exclusionary) or outside of the classroom setting (i.e., exclusionary).

During these time-out occurrences, if defiance and/or disruption continue to occur, then additional strategies and/or interventions may be warranted, as indicated in the Levels of Intervention and Consequences.

Emergency Removal

The exclusion of a student who poses a continuing danger to school district property or persons, or whose behavior presents an ongoing threat of disruption to the educational process.

Suspension (In School and Out of School Suspension)

The student shall not be allowed to attend regular classes or school-sponsored activities for a prescribed number of days not to exceed ten (10). The Principal may refer the student during the period of the suspension to, a center for special counseling, or return the student to the parent/guardian. Prior to suspending a student, except in emergencies, the Principal shall make an effort to employ parental assistance or alternative methods of dealing with the student, and document such efforts.

Prompt notice of a suspension will be given by telephone to the student's parent/guardian, if possible. Formal written notification will be sent to the student's parent/guardian within twenty-four (24) hours of the time the student is informed of the suspension.

All out-of-school suspensions shall not commence prior to the beginning of the next school day following the infraction, unless the parents/guardians have been notified, except in emergencies or disruptive conditions which require immediate suspension, or in the case of a serious breach of conduct that is defined as:

- willful disobedience
- open defiance of a member of the school staff
- violence against persons or property
- any other act which substantially disrupts the orderly conduct of the school

In School Suspension

The student shall not be allowed to attend regular classes or school sponsored activities not to exceed ten school days.

In-school suspension will only be offered at the discretion of the Principal, as a means for keeping a student in school rather than suspending the student to a potentially, unsupervised out-of-school situation. The student is not only removed from the classroom and assigned to a designated work area, s/he may also be denied participation in any school activity for the length of the in-school suspension. The teacher(s) is to assign work related to a course of study for which the student will receive full credit upon completion of the assigned work.

Bus Suspension

Students may lose bus-riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior not to exceed 10 days without advanced approval from the Superintendent. The Principal is the only person with authority to suspend a student.

Expulsion

Expulsion is the removal of the right and obligation of a student to attend a public school for a period and under conditions set by the school board, not to exceed the remainder of the term or school year and one (1) additional year of attendance.

Threat or False Report

Any student who is determined to have made a threat or false report, involving school or school personnel's property, school transportation, or school-sponsored activity will be expelled, with or without continuing educational services, from the students' regular school for a period of not less than 1 full year and referred for criminal prosecution and mental health services identified by school district for evaluation or treatment, when appropriate.

Additional information may be referenced in Florida State Statute 790.162, 790.163 and Senate Bill 7026

Due Process Rights

Prior to a suspension, student will receive oral and written notice of the infraction(s) and an explanation of the evidence against the student. The Principal will hold an informal hearing to give the student an opportunity to explain their side of the story. An appeal may be addressed to the Superintendent, whose decision will be final.

If the student denies the infractions(s), the student will be given an explanation of the evidence, an opportunity to present their version of the case, and notification of the action taken by the Principal. In cases of extremely disruptive or dangerous behavior, persons or groups involved may be immediately suspended and removed from the school campus without the necessity of a prior hearing. In such instances, each student shall be afforded an informal hearing before the Principal prior to the end of the third day of suspension.

Students may be suspended from any or all co-curricular or extracurricular activities. The length of suspension shall be in accordance with progressive discipline practices.

Our school district will honor disciplinary consequences of suspension and expulsion from other districts. A student who has been suspended or expelled from another district will have to complete the suspension or expulsion term prior to attending a school in our district.

Due Process for Students Subject to Expulsion

A student and their parent or guardian will be given written notice of the principal's recommendation and the reasons therefore, and an opportunity to meet with a representative of the superintendent to respond to the infractions(s). The student and/or their parent or guardian shall also be provided with a description of the student's rights and of the hearing procedures. The board shall act on any recommendation for expulsion.

A principal may recommend the expulsion of a student to the Superintendent. The principal shall provide the Superintendent with an adequate history of the student's actions and alternative measures taken relevant to the recommendation. When the Superintendent makes a recommendation for expulsion to the school board, written notice will be given to the student and parent/guardian, setting forth the infractions(s) and advising the student and parent/guardian of their right to due process.

When school board action on a recommendation for the expulsion of a student is pending, the Superintendent may extend the suspension assigned by the principal beyond ten (10) school days, if such suspension expires before the next regular or special meeting of the school board (school board meetings are held twice a month during the regular school year). In the case of a student receiving exceptional education services, please refer to the Special Programs and Placement Plan for Exceptional Student Education.

Placement in Alternative Education & Expulsion Recommendation Process

Suspension Expulsion Review Team (SERT)

When a student commits a serious breach of conduct, a principal may request that the student be considered for alternative education placement or for expulsion. The Superintendent shall refer the case to the SERT, which is comprised of Student Services professionals and school-based administrators. After reviewing all available information, SERT may recommend to the Superintendent one of the following:

- (1) A return to school with conditions listed in the stipulated order
- (2) Referral to mental health services
- (3) Placement at the alternative school program with conditions listed in the stipulated order
- (4) Recommendation for an expulsion hearing and parent/guardian notification of the right to appear at the expulsion hearing

Additional information may be referenced in Florida State Statute 1012.584(4) and Senate Bill 7026

Procedures for Appeal of Alternative Education Placements

The Superintendent has final discretion to accept the recommendation of SERT or to make a different recommendation, based on review of all available information.

Expulsion Appeals

Parents may appeal an expulsion recommendation in writing. The school board will hold a meeting to consider the written evidence presented at the hearing, as well as arguments of the principal, student, and parents/guardians. The board may then decide to uphold the expulsion or to authorize alternative discipline.

A student and parents/guardians must be given written notice of the intention to expel and the reasons therefore, and an opportunity to appear with a representative before the school board's hearing officer to answer the infraction(s). The student and parents/guardians will also be provided with a description of the student's rights and the hearing procedure. The school board shall act on any recommended expulsion by the hearing officer.

Procedures for Felony Suspensions

A principal may initiate suspension proceedings against any student who is formally charged by a prosecuting attorney with a felony, or with a delinquent act which would be a felony if committed by an adult, for an incident which allegedly occurred on property other than that owned by the school district. If the incident is shown to have an adverse impact on the educational program, discipline, or welfare of the school, the student may be suspended or placed at an alternative program. The principal will hold an administrative hearing to make the determination. Teachers will be notified by the principal or another administrator if they have a student in their class who has been charged with a felony. For additional information regarding this procedure, please contact the Director of Student Services. **Additional information may also be referenced in Florida State Statutes 1001.54; 1003.31; 1003.32; 1006.07; 1006.09(2) and School Board policies 5500; 5520; 5540; 5600; 5605; 5610; 5610.01; 5610.02 and 5611.**

Discipline Process for Students with Disabilities

When the behavior of a student eligible under the Individuals with Disabilities Education Act (IDEA) or Section 504 is such to justify serious disciplinary action, three (3) possible courses of action may be available depending upon the nature and severity of the behavioral problem:

- In-school or out-of-school suspension for a cumulative total of ten (10) days in any one (1) school year
- Interim Alternative Education Placement (IAEP) for possession of a weapon or illegal drugs at school or engaging in serious bodily injury
- Expulsion from school

Manifestation Determination Review

A Manifestation Determination Review (MDR) is required and conducted to examine the relationship between a student's behavior and their disability/disabilities. Students who are a) receiving Exceptional Student Education services b) have been determined eligible for 504 protections under the American's with Disabilities Act or c) are suspected of having a disability (by means of prior teacher documentation, prior parent request for an evaluation, or are currently in the evaluation process for a suspected disability), are eligible to have a manifestation determination conducted.

A manifestation determination must occur within 10 days of any decision to change the student's placement due to a violation of the Positive Climate and Discipline Code of Student Conduct Handbook.

A. When Must We Conduct a Manifestation Determination Review?

The MDR is to take place if/when a student has either exhibited a single behavior, or pattern of behaviors that has resulted in ten (10) consecutive or cumulative days of suspension, including any student who has exhibited a zero-tolerance behavior.

B. The education agency (school district), parent(s), and relevant members of the IEP team are involved in conducting the review and must consider the following information:

- Was the conduct caused by, or directly related to the student's disability/disabilities?
- Was the conduct a result of the educational agency's failure to implement the student's Individual Education Plan (IEP) and/or Behavior Intervention Plan?
- Was all relevant information in the student's file, including the IEP, teacher observations or reports reviewed by the MDR Team?
- Was all relevant information provided by the parent reviewed by the MDR Team?

C. The MDR should take place in a timely manner (within three (3) school days). When it is determined at the manifestation determination review that the exhibited behavior (or pattern of behaviors), is indeed a manifestation of the student's disability/disabilities (or prior suspected disability), the student may not be disciplined, and is to return to their home school immediately.

Additionally, if the behavior is a manifestation of the student's disability/disabilities, or that a pattern of behavior exists the IEP team must convene within ten (10) days of suspension to:

1. Conduct a functional behavior assessment (FBA), unless an appropriate FBA addressing the student's current needs has already been completed;
2. Implement a Behavior Intervention Plan (BIP). If a BIP has already been developed, review and modify it, as necessary, to address the behavior;
3. Return the student to the placement from which the student was removed, unless the IEP Team disagrees to a change in placement as part of the modification of the behavior intervention plan.
4. If/when there is serious concern that the home school is not currently an appropriate placement or the least restrictive environment in which the student's needs can be best met, the IEP team should convene immediately to problem solve to make appropriate educational recommendations and decisions.

D. When the behavior is found NOT to be a manifestation of the student's disability/disabilities, the student completes the assigned disciplinary action, and the IEP team must meet to:

1. Initiate a plan to conduct an FBA, and develop a BIP if deemed necessary.

2. Provide behavior intervention services and modifications designed to address the behavior to help prevent future reoccurrence.

E. A student with disability/disabilities should not be removed from his/her current educational placement for more than an accumulation of ten (10) days in any (1) school year. If a student, who has demonstrated a pattern of behaviors, should receive more than ten (10) consecutive or cumulative school days during a school year, this would constitute a change in placement, and instructional home-based services must be provided to the student.

Additionally, any suspension beyond the accumulated ten (10) days in one school year results in the need for a MDR meeting at each occurrence.

Individual schools are responsible for monitoring the days of ISS and OSS for their students who are a) receiving Exceptional Student Education services b) have been determined eligible for 504 protections under the American's with Disabilities Act or c) are suspected of having a disability (by means of prior teacher documentation, prior parent request for an evaluation, or are currently in the evaluation process for a suspected disability) to ensure these students do not accrue more than 10 consecutive or cumulative days of suspension without a Manifestation Determination being conducted.

F. Best practice dictates that, prior to the 10 days of suspension and a Manifestation Determination:

1. The IEP or 504 team is to convene when a student has accumulated, or is in the process of accumulating five days of suspension. A suspension includes an Out-of-School Suspension (OSS) or an in-school suspension (ISS) if the ISS or OSS persists for 50% or more of the student's school day.

2. When a student has reached 5 days of suspension, the parent and student will be invited to participate in an IEP or 504 case review to problem solve and develop interventions in effort to decrease undesired behavior within the school setting and build skills that will increase success for the student. Interventions are to be implemented with fidelity and progress monitored on a regular basis.

In-School/Out-of-School Suspension

The principal may assign in-school or out-of-school suspensions for a student eligible under the IDEA or Section 504 for short-term periods not to exceed a cumulative ten (10) days during a school year. Such short-term suspensions from a program are not considered a change in educational placement and the procedural safeguards associated with a change of placement are not required. However, the Principal, in collaboration with a resource specialist and a student support specialist, should stay alert to the possible need to convene the Individual Education Plan (IEP) team or the Section 504 team to review the appropriateness of the student's current IEP or Section 504 Accommodation Plan and its implementation, and to determine whether the behavior and its frequency/intensity creates the need for a Behavioral Assessment and Behavioral Intervention Plan.

If the principal suspends a student eligible under the IDEA or Section 504 and suspects that further disciplinary action may be necessary during the school year, it is essential that the Individual Education Plan (IEP) team or the Section 504 team convene within ten (10) days of the suspension to complete a Functional Behavior Assessment (FBA). In addition, a Behavior Intervention Plan (BIP) may need to be developed by the IEP team or Section 504 team and made a part of the student's IEP. If the FBA and BIP cannot be completed prior to the student's suspension, they must be completed within the ten (10) days at the beginning of the suspension.

Interim Alternative Educational Placement

A student eligible under the IDEA or Section 504 may be placed in an interim alternative educational setting under one of the following conditions:

- A. An Interim Alternate Educational Placement (IAEP), has been made a part of the student's IEP or Section 504 Accommodation Plan, and its use is limited to ten (10) days or less in any school year.
- B. The student has been found to possess a weapon or illegal drugs in school.
- C. The student is a danger to self or others as determined by an independent hearing officer. The IEP team or Section 504 team may, however, choose to go directly to a court to obtain authority for an IAEP without involving a hearing officer.

The Individual Education Plan (IEP) team or the Section 504 team may place a student in a forty-five (45) calendar day Interim Alternative Educational Placement (IAEP) if the student is found to have violated the Positive Climate and Discipline Code of Conduct by carrying a weapon to school or to a school function, or by possessing, using, distributing, or soliciting illegal drugs at school or at a school function.

The student's IEP team or Section 504 team is to convene as soon as possible and no later than ten (10) days after the placement begins, to determine whether or not the drug or weapons violation is related to the student's disability. If the IEP team or Section 504 team determines that the behavior is causally related to the disability, it should review the Behavioral Intervention Plan (BIP) and make any modifications necessary to deal more effectively with the inappropriate behavior and prevent its reoccurrence. If there is no BIP, one should be developed, or a behavioral assessment performed.

If the IEP team or Section 504 team finds no causal relationship between the student's disability and the weapon or drugs violation, the school may continue the forty-five (45) calendar day interim alternative educational placement and proceed with expulsion.

Expulsion

If the principal decides that a request for consideration for recommendation of an expulsion hearing should occur, the parents are to be notified on the date the principal makes the request accompanied by a notice of parent rights, which delineates all of the rights and procedural safeguards to which the parents and students have access to in connection with an expulsion. Within ten (10) school days following the decision to request consideration for a recommendation for an expulsion hearing, the student's IEP team or Section 504 team shall convene to conduct a Manifestation Determination for students identified with disabilities under IDEA and/or Section 504. **Additional information may also be referenced in Florida State Statutes 1006.07; 1006.09 and School Board Policy 5605 as well as in the Exceptional Student Standard Operational Procedure Manual.**

Search and Seizures

Principals may conduct a warrantless search of a student's possessions, locker, vehicle, or any other storage area on school property, if there is reason to believe that contraband is present. School officials, in coordination with law enforcement, may use canine 'sniffers' for searches on campus without prior student notification. When alcohol or drug use is reasonably suspected, students may be required by staff to submit to a Breathalyzer or drug test. If a student refuses to submit to a drug or alcohol test following reasonable suspicion by staff, the student will be subject to discipline for open defiance/insubordination/gross disrespect.

School administrators/designees have the legal right to search any vehicle brought onto a school campus if it is suspected that the vehicle contains contraband. **Additional information may also be referenced in Florida State Statutes 901.21; 933.04; 1006.09(9) and School Board Policy 5771.**

Investigations Involving Students

School employees have a duty to cooperate with law enforcement agencies and the Department of Children and Family Services, and comply with investigations relating to child abuse, abandonment, neglect, or an alleged unlawful sexual offense involving a child. The Principal may also assist authorities in their investigations of other violations of law in which students are alleged to be involved.

Before student(s) are questioned as a witness to, or a suspect in, an alleged violation of law, the Principal shall attempt to contact the parent prior to questioning and remain in the room during the questioning, unless compelling reasons for exclusion are provided by the law enforcement agency. **Additional information may also**

be referenced in Florida State Statute 1006.061 and School Board Policy 5540.

Non-Discrimination Grievance Procedures

Students may participate in appropriate programs and activities without regard to race, color, religion, national origin, sex, disability, marital status, or age, except as otherwise provided by state law.

All written grievances may be properly directed to the principal of the school alleged to be in violation of Title IX of the Florida Education Equity Act. **Additional information may also be referenced in Florida State Statute 1000.05 and School Board Policy 2260.**

Behavior-Offenses/Violations and Levels of Interventions and Consequences

Type of Behavior-Offenses/Violations and Levels of Interventions and Consequences are outlined by levels. Levels are intended to reflect the severity, intensity, patterns of the behavior and the effectiveness of interventions or consequences, that can be used to address the behavior. Each level describes the goal and the purpose for the level. Level Scale:

- Level 1 behaviors can be addressed by classroom teacher.
- Level 2 behaviors can be addressed by teachers and teacher may consult with other staff members including a school administrator
- Level 3 behaviors need to be referred to a school administrator and may or may not require an Office Discipline Referral (ODR)
- Level 4 behaviors need to be referred to a school administrator and require an Office Discipline Referral (ODR)
- Level 5 behaviors need to be referred to a school administrator and require an Office Discipline Referral (ODR)

State School Environment Safety Incident Reports (SESIR) are made for the incidents/offenses with an * as required by Florida State Department of Education. The † symbol next to interventional/consequences indicates that service may only be available at some schools.

LEVEL 1- Behavior-Offenses/Violations	
<p>The goal of these interventions and consequences is for teachers to engage students through a support system designed to safeguard a positive learning environment, and to create conditions that prevent or decrease inappropriate and disruptive behavior. Teacher interventions within the classroom.</p>	
<ul style="list-style-type: none"> • Bus Safety Violations • Cellular Phone usage • Cheating, Plagiarism • Cyberbullying • Disruption • Dress Code Violation • False Accusations Against Classmate(s) • False Accusations Against Staff Member(s) • Inappropriate Language – not directed towards a person • Inappropriate Physical Contact/Scuffling • Inappropriate Display of Affection 	<ul style="list-style-type: none"> • Lying/Misrepresentation/Forgery • Noncompliance/Defiance • Possession of Over the Counter/Prescription Medication • Production, Possession and/or Distribution of Obscene/Inappropriate Materials • Theft • Skipping Class (cannot be given a suspension) • Tardy (cannot be given a suspension) • Teasing & Taunting • Unauthorized Area • Unsafe Act without intent to harm • Unauthorized Classroom items
Level 1- Interventions and Consequences	
<p style="text-align: center;"> Behavior Agreement Confiscation of item Detention before or after school In-class time-out/ Thinking space† Informal and/or preventative school- based mentoring Informal and/or preventative school- based/teacher-based strategies Loss or suspension of privileges Mentoring Parent outreach Reinforcement of appropriate behaviors Restitution (replacing an item, repairing harm) Restorative Practices† Seat Change Self-Monitoring Strategies Social Emotional Regulations Strategies Teacher conference with student Time-out Warning Written reflection about incident </p>	

LEVEL 2 - Behavior-Offenses/Violation

These interventions and consequences are implemented to promote appropriate conduct. The goal is to correct negative behavior by providing the necessary support system to encourage students to recognize, utilize, and maintain appropriate responses. Teacher interventions with communication to administration.

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| <ul style="list-style-type: none"> • Abusive language/Profanity/Gestures • Bus Safety Violations • Cheating, Plagiarism • Cyberbullying • Disruption • Dress Code Violation • False Accusations Against Classmate(s) • False Accusations Against Staff Member(s) • Fighting • Gambling • Gang-related Activity (Elementary Students) • Inappropriate Physical Contact/Scuffling • Inappropriate Display of Affection • Lying/Misrepresentation/Forgery • Open Defiance/Insubordination • Parking/Driving Offense • Physical Aggression Toward Staff without intent to harm (Elementary Students) | <ul style="list-style-type: none"> • Possession of Over-the-Counter/Prescription Medication • Production, Possession and/or Distribution of Obscene/Inappropriate Materials • Profanity to Staff • Theft • Skipping (cannot be given a suspension) • Tardy (cannot be given a suspension) • Teasing & Taunting • Unauthorized classroom items (2ND offense) • Unauthorized Area • Unsafe Act without intent to harm • Use/Possession of Combustibles • Violation of Behavior Agreement • Violation of Student Network and Internet Responsible Use and Safety Policy |
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Level 2 Interventions and Consequences

- Anti-Bullying Intervention Strategies
- Behavior Agreement
- Conference with parent or guardian
- Confiscation of item
- Detention
- Informal and/or preventative school- based/teacher-based strategies
- Loss or suspension of privileges
- Parent contract
- Parent/ guardian involvement
- Peer mediation
- Phone call/letter to parent or guardian
- Restitution
- Restorative Practices†
- School-based or outside facilitated conflict resolution
- Self-Monitoring Strategies
- Short-term in-school counseling
- Social Emotional Regulations Strategies
- Supervised time-out (outside of classroom)
- Teacher and/or administrator conference with student and/or parent
- Temporary removal from class
- Time-out

LEVEL 3 Behavior-Offenses/Violation

These interventions and consequences are implemented to correct behaviors that may interfere with the learning environment. The goal is to adequately address behavioral infractions while helping students recognize, and learn from, their own inappropriate reactions. Teachers may refer to administration.

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| <ul style="list-style-type: none"> • Abusive language/Profanity/Gestures • Aiding and Abetting • Alcohol Possession* (Elementary Students) • Arson • Assault • Breaking and Entering/Burglary* • Bus Safety Violations • Bullying • Cheating, Plagiarism • Continuation of Level 1 & 2 Behaviors • Contraband • Cyberbullying • Disruption • Dress Code Violation • Drugs (Excluding Alcohol)**(Elementary Students) <ul style="list-style-type: none"> -possession -consumption -paraphernalia • Failure to Serve Consequence • False Accusations Against Classmate(s) • False Accusations Against Staff Member(s) • False Fire Alarm • Fighting • Gambling • Gang-related Activity* • Harassment* • Hazing* • Inappropriate Physical Contact/Scuffling • Inappropriate Display of Affection • Larceny/Theft*(<i>under \$300</i>) • Lying/Misrepresentation/Forgery | <ul style="list-style-type: none"> • Noncompliance/Defiance • Parking/Driving Offense • Physical Aggression Toward Staff (Elementary Students) • Physical Attack* • Possession of Over-the-Counter/Prescription Medication • Production, Possession, and/or Distribution of Obscene/Inappropriate Materials • Profanity to Staff • "Sexting" • Sexual Offense/Misconduct (other)* • Sexual Cyberharrassment • Misconduct (other)* • Skipping Class (cannot be given a suspension) • Tardy (cannot be given a suspension) • Teasing & Taunting • Teen Dating Violence or Abuse • Tobacco/E-Cigarettes 17 Years and Younger*+ • Tobacco/E-Cigarettes 18 Years or Older+ • Trespassing* • Under the influence* • Unsafe Act/Unauthorized Area • Use/Possession of Combustibles • Vandalism/Property Damage less than \$1000 • Vandalism/Property Damage (\$1000 or more)* • Violation of Student Network and Internet Responsible Use and Safety Policy • Violation of Behavior Agreement • Weapons/Handcuffs Possession • Wireless Communication Devices (WCDs) Misuse |
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Level 3 Interventions and Consequences

<ul style="list-style-type: none"> Anti-Bullying Intervention Strategies Bus Suspension 1-5 days Check and Connect† Check In-Check Out Law Enforcement Consultation Civil Citation if applicable for infraction-issued by Law Enforcement Self-Monitoring Strategies Class or schedule change Community Service In-class time-out/ Thinking space† Informal and/or preventative school-based mentoring In-school intervention In-school suspension Learning lab† Loss or suspension of privileges Office Discipline Referral Out of School Suspension 1-2 days Parent/Guardian notification required Parent Shadowing Referral to MTSS Individual Problem Solving Team 	<ul style="list-style-type: none"> Referral to outside agency Restitution Restorative Practices † School-based or outside facilitated conflict resolution Social Emotional Regulation Strategies Time-Out
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Tobacco Offense: Referral to Substance Awareness Center or Drug Abuse and Treatment Association shall be considered as an intervention for this offense.

1st Offense: Level 1 and 2 Type Consequence & Interventions

2nd Offense Level 2 and 3 Type Consequence & Interventions

3rd Offense Level 3 and 4 Type Consequence & Intervention

Alcohol & Drugs Offense: Referral to Substance Awareness Center or Drug Abuse and Treatment Association shall be required as an intervention for this offense.

***SESIR Incidents and are expected to include consultation with Law Enforcement**

****SESIR Incidents and are expected to may or may not include consultation with Law Enforcement**

† Only if available at the school

LEVEL 4 Behavior-Offenses/Violation

These interventions and consequences are a necessary response to serious behavioral infractions, when the severity is significant enough to warrant an intensive response. The goal is to promote a safe school environment while decreasing potentially destructive and dangerous behavior. Teachers must refer to administration.

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| <ul style="list-style-type: none"> • Alcohol Possession (First Offense)* • Arson* • Assault • Battery/FS 1006.13(5)* • Bullying** • Cheating, Plagiarism • Continuation of Levels 1, 2 or 3 Behaviors • Cyberbullying** • Disruption on Campus – Major* • Drugs (Excluding Alcohol) * <ul style="list-style-type: none"> -possession* -consumption* -distribution* -possession and intent to distribute -sales* -paraphernalia** • False Accusations Against Staff Member(s) • Fighting • Gambling • Gang-related Activity* • Harassment** • Hazing* • Larceny/Theft*(<i>under \$ 300</i>)* | <ul style="list-style-type: none"> • Lying/Misrepresentation/Forgery • Other Major Incident* • Physical Aggression Toward Staff • Physical Attack • Production, Possession and/or Distribution of Obscene/ Inappropriate Materials • Profanity to Staff • “Sexting” • Sexual Harassment**/Sexual Cyberharassment • Sexual Offense/Misconduct (other)* • Teen Dating Violence or Abuse • Threat/Intimidation*(Must investigate) • Trespassing* • Under the influence* • Unsafe Act/Unauthorized Area • Use/Possession of Combustibles • Vandalism/Property Damage less than \$1000 • Violation of Student Network and Internet Responsible Use and Safety Policy • Violation of Behavior Agreement • Violation of Stipulated Order In lieu of Expulsion • Weapons/Handcuffs Possession* • Weapons possession* • Wireless Communication Devices (WCDs) Misuse |
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Level 4 Interventions and Consequences

- Anti-Bullying Intervention Strategies
- Behavior Contract
- Law Enforcement Consultation
- Civil Citation if applicable for infraction-issued by Law Enforcement
- Loss of parking privileges
- Loss or suspension of privileges
- Office Discipline Referral
- Office discipline referral required
- Parent/guardian notification required
- Parent Shadowing
- Referral to MTSS Individual Problem Solving Team
- Referral to outside agency
- Restitution
- Restorative Practices†
- Restricted activity
- School-based or outside facilitated conflict resolution
- Self-Monitoring Strategies
- SERT referral for consideration for alternative school- based program
- Social Emotional Regulations Strategies
- Student re-entry or success plan
- Student re-entry or success plan (when student returns from any suspension)
- Short-term Suspension (1–5 days except for attendance or tardiness-related offenses)
- Temporary removal from class
- Time-out

Alcohol & Drugs Offense: Referral to Substance Awareness Center or Drug Abuse and Treatment Association shall be required as an intervention for this offense.
***SESIR Incidents and are expected to include consultation with Law Enforcement**
****SESIR Incidents and are expected to may or may not include consultation with Law Enforcement**
 † Only if available at the school

LEVEL 5 Behavior-Offenses/Violation

These interventions and consequences will be applied when the severity of behavior is significant enough to potentially endanger the safety and welfare of self and others, and when progressive discipline practices have proven ineffective. Teachers must refer to administration.

<ul style="list-style-type: none"> • Alcohol Possession* • Arson* • Assault Aggravated* • Aggravated: Felony Battery* • Breaking and Entering/Burglary* • Bullying** • Cheating, Plagiarism • Continuation of Levels 1, 2, 3, or 4 behaviors • Cyberbullying** • Disruption on Campus – Major* • Drugs (Excluding Alcohol)* <ul style="list-style-type: none"> -possession* -consumption* -distribution* -possession and intent to distribute* -sales* -paraphernalia** • Failure to Serve Consequences • False Accusations Against Staff Member(s) • Gang-related Activity* • Harassment* • Hazing* • Homicide* • Kidnapping* 	<ul style="list-style-type: none"> • Larceny/Theft*(over \$300) • Off-Campus Felony Arrest with Petition Filed by State Attorney • Other Major Incident* • Physical Attack* • Robbery* • “Sexting”** • Sexual Assault* • Sexual Battery*/Violence • Sexual Harassment**/Sexual Cyberharrassment • Sexual Offense/Misconduct (other)* • Teen Dating Violence or Abuse • Threat/Intimidation*(Must investigate) • Trespassing* • Under the influence* • Use/Possession of Combustibles • Vandalism/Property Damage less than \$1000 • Vandalism/Property Damage (\$1000 or more)* • Violation of Student Network and Internet Responsible Use and Safety Policy • Violation of Stipulated Order In lieu of Expulsion • Weapons/Handcuffs Possession* • Weapons possession* • Wireless Communication Devices (WCDs) misuse
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Level 5 Interventions and Consequences

Anti-Bullying Intervention Strategies
 Law Enforcement Consultation when applicable
 Civil Citation if applicable for infraction-issued by Law Enforcement
 Long-term Suspension (6-10 days)
 Office Discipline Referral
 Office discipline referral required
 Parent/guardian notification required
 Parent Shadowing
 Referral to MTSS Individual Problem Solving Team
 Referral to outside agency
 Restitution
 Restorative Practices†
 Self-Monitoring Strategies
 SERT referral for consideration of alternative placement or expulsion hearing
 Short-term suspension (1-5 days except for attendance or tardiness-related offenses)
 Social Emotional Regulations Strategies
 Student re-entry or success plan (when student returns from any suspension)
 Time-out

Alcohol & Drugs Offense: Referral to Substance Awareness Center or Drug Abuse and Treatment Association shall be required as an intervention for this offense.
 LE Law Enforcement
 *SESIR Incidents and are expected to include consultation with Law Enforcement
 **SESIR Incidents and are expected to include consultation with Law Enforcement
 † Only if available at the school

Bus Safety Rules

Riding the school bus is a privilege. Student conduct directly affects the school bus climate; therefore, students must follow bus safety and courtesy rules. Safety and security measures on the school bus include video recordings of students and the driver while on board. Parents are responsible for the supervision and safety of students until boarding, and after departing, the bus.

A written notice including a phone number is required twenty-four (24) hours in advance to allow a student to ride a different bus. The Principal and Director of Transportation must approve the request.

<p>1. At the Bus Stop</p> <ul style="list-style-type: none"> • Wait in an orderly manner • Stay a safe distance from the roadway: at least ten (10) feet • Arrive at your bus stop five (5) minutes early • Be cautious of traffic 	<p>2. When the Bus Arrives</p> <ul style="list-style-type: none"> • Make sure bus has to come to a complete stop and flashing lights are on prior to approaching the bus • Board in an orderly manner; allowing younger children to board first • When crossing the street to board the bus, always cross in front of the bus. • Go directly to assigned seat
<p>3. On the Bus</p> <ul style="list-style-type: none"> • Keep all body parts inside the bus • Keep bus neat and clean • Be polite and speak with an 'indoor voice' • Do not eat or drink • Use appropriate language • Stay in seat until arriving at your stop • Be respectful of the rights and safety of the driver and passengers • Wear seatbelts • The use of earbuds/headphones are required when playing audio on electronic devices to prevent driver distraction 	<p>4. Exiting the Bus</p> <ul style="list-style-type: none"> • Exit in an orderly manner • Follow school bus exit procedures • Check all directions for oncoming traffic • Avoid danger zones • Cross the street only in front of the bus • Exit at designated stop only; unless otherwise approved
<p>Students will not:</p>	
<ul style="list-style-type: none"> • Intentionally delay the bus route schedule • Show disrespect and/or non-compliance towards bus driver or bus assistant • Refuse to sit in assigned seat • Use profanity/vulgar or sexually explicit language • Use of electronic devices to take or send pictures, images, or videos • Play audio without earbuds/headphones • Engage in fighting, rough-housing, making loud noises, and/or distracting or disruptive behavior • Throw objects inside or out of the bus window • Vandalize school bus • Engage in public displays of affection and/or sexual behavior • Board bus with banned items including live animals, glass containers, skateboards, rollerblades, laser pointers, and objects that could be used to inflict bodily injury • Board bus with balloons, bouquets, or large musical instruments (instrument must fit on their lap) • Engage in bullying and/or harassment of peers or any conduct that endangers the safety and welfare of others • Be in possession of zero tolerance items such as weapons, drugs or alcohol 	

Progressive Disciplinary Action for Behaviors and Safety Infractions

Transportation professionals (drivers and attendants) are required to implement interventions to encourage improved behavior and compliance with bus safety rules prior to submitting a discipline referral. Once a student has been provided with one (1) documented intervention and misbehavior continues to occur, a discipline referral will be submitted to Principal so an appropriate school level intervention/consequence can be implemented using the progressive discipline plan outlined below. Interventions, include but are not limited to redirections, seat change, conference with students, and allowing opportunity for apology/restitution.

Minor Bus Behavior Violations

- Eating or drinking on bus.
- Failing to sit in the seat assigned by bus operator and/or attendant.
- Back talking/exhibiting rude behavior towards bus operator, attendant or others.

Minor Infraction Consequences

First Offense	Verbal/Written reprimand from the Principal
Second Offense	Parent Contact/Phone Conference
Third Offense	1 –day suspension from school bus transportation

Repeated Offenses:

Repeated minor unacceptable behaviors will be considered willful disobedience and/or open defiance of authority, resulting in bus behavior agreement, suspension from the bus for the remainder of nine weeks and/or out of school suspension and/or possible recommendation of expulsion from the school bus.

Mid-Range Bus Behavior Violations

- Disrupting, distracting, or disobeying a bus operator and/or attendant.
- Getting out of seat while the bus is in motion.
- Horse-playing, loud talking, playing music loudly, use of profanity, inappropriate remarks/gestures/acts inside the bus or out of the bus window at other student's pedestrians, or motorists.

Mid-Range Infraction Consequences

First Offense	Verbal or Written reprimand from the Principal combined with Parent Contact/Phone Conference
Second Offense	1 to 5-days bus suspension from school bus transportation
Repeated Offenses	Repeated mid-range unacceptable behaviors will be considered willful disobedience and/or open defiance of authority, resulting in bus behavior agreement, suspension from the bus for the remainder of semester and/or out of school suspension and/or possible recommendation for expulsion from the school bus.

Major Bus Behavior Violations

- Placing head, arms, or legs outside the window of the bus while parked or in motion
- Threats against the bus operator, bus attendant, or passengers on the bus
- Fighting on bus

- Possession and/or use of Weapon/Drugs/Alcohol (Any Zero Tolerance Item) on bus
- Throwing objects inside the bus or out of the window of the bus, which may or may not cause injury to persons or physical damage
- Vandalism of seats or other bus equipment
- Opening a school bus emergency exit door while the bus is in motion
- Opening a school bus emergency door and/or exiting the bus when the bus is stopped, unless directed by the school bus operator in an emergency or during an evacuation drill.
- Boarding or attempting to board a bus route other than the student's assigned bus route or attempting to leave the school bus at stop other than the student's assigned bus stop without permission of the school Principal and/or Director of Transportation

Major Infraction Consequences

First Offense	1 day to 5 days of suspension from school bus transportation and/or school unless the First Offense is a major behavioral infraction such as drugs, weapons, or serious bodily harm. In the case of a major behavioral infraction, 10 days of suspension may be administered, as deemed appropriate from school bus transportation and/or school.
Second Offense	Up to 10-days of suspension from school bus transportation and/or school, bus behavior agreement, and Transition Meeting w/ Director of Transportation.
Repeated Offenses	Repeated major unacceptable behaviors will be considered willful disobedience and/or open defiance of authority, resulting in suspension from the bus for the remainder school year and/or out of school suspension and/or possible recommendation of expulsion from the school bus.

*For ESE students, suspension and expulsions shall follow applicable laws, School Board policies, and provisions of the Individual Education Plan (IEP). Likewise, for students with Section 504 of the Rehabilitation Act of 1973, suspension, expulsion, and other disciplinary measures shall follow applicable laws, School Board policies, and provisions of the Section 504 Accommodation Plan. **Additional information may also be referenced in Florida State Statutes 1006.07; 1006.10 and School Board Policy 5610.04.**

GLOSSARY

Abusive language/Profanity/Gestures	Gestures, verbal, and nonverbal messages including swearing, name calling, or use of words in an inappropriate way.
Alcohol Possession*	(Possession, sale, use, or purchase of alcoholic beverages) Use should be reported only if the person is caught in the act of using or is discovered to have used these substances during the investigation. <ul style="list-style-type: none"> • Possession • Consumption • Possession/Intent to Distribute • Distribution
Anabolic steroid	A synthetic steroid that resembles testosterone in promoting the growth of muscle.
Arson*	(Intentionally setting a fire on/with school property) To damage any dwelling, structure, or conveyance, or its contents, whether occupied or not, by fire or explosion.
Assault	An intentional unlawful threat by word or act to do violence to a person, coupled with apparent ability to do so, which creates a well-founded fear that such violence is imminent.
Battery/FS 1006.13(5)*	The physical use of force or violence by an individual against another. The attack must be serious enough to warrant consulting law enforcement and result in serious bodily injury. (Report an incident as battery, rather than a fight, only when the force or violence is carried out against a person who does not fight back.) Increased criminal penalties may be imposed on anyone who commits a battery on a school employee or volunteer.
Behavior Agreement	An agreement that outlines expectations, rewards, consequences related to student conduct.
Behavior Intervention Plan (BIP)	A method that takes the observations made in a Functional Behavioral Assessment and turns them into a concrete plan of action for managing a student's behavior.
Bias Behavior	Behavior that intentionally or unintentionally directs any harmful or hurtful word or action toward an individual or group based upon actual or perceived identity characteristics including: race, religion, national origin, sexual orientation, ethnicity, culture, social economic status, gender identity, and cognitive, physical, or developmental ability.
Bus Safety Violations	Failure to comply with rules set forth to ensure safe travel on a school bus.
Breaking and Entering/Burglary* (Illegal entry into a facility)	The unlawful entry with force or unauthorized presence in a building, other structure, or conveyance with evidence of the intent to damage or remove property or to harm a person(s).

Bullying**	<p>Systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation. It may involve but is not limited to: teasing, social exclusion, threat, intimidation, stalking, physical violence, theft, sexual, religious, or racial harassment, public humiliation, or destruction of property.</p> <p>Bullying is not:</p> <ul style="list-style-type: none"> • An altercation between equals • Good-natured playful teasing among equals or peers • Isolated incidents • Annoying different people at different times
Bus Suspension	Students may lose bus-riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior not to exceed 10 days without advanced approval from the Superintendent. The Principal is the only person with authority to suspend a student.
CHAMPS (Conversation, Help, Activity, Movement, Participation, Success)	The overall goal of the CHAMPS classroom management system is to develop an instructional structure in which students are responsible, motivated, and highly engaged in the specific task at hand.
Cheating, Plagiarism	The inappropriate and deliberate distribution or use of information, notes, materials, or work of another person in the completion of an academic exam, test, or assignment without specific teacher permission and proper crediting of the source (plagiarism).
Check in/Check Out	The program consists of students daily checking in with an adult at the start of school to retrieve a goal sheet and encouragement, teachers provide feedback on the sheet throughout the day, students check out at the end of the day with an adult, and the student takes the sheet home to be signed, returning it the following morning at check in.
Civil Citation	A diversion program that provides services to youth in lieu of arrest; operates under s. 985.12, F.S., to include an assessment and intervention services to meet identified needs; and monitors data. Issued by Law Enforcement.
Community Service	school based or volunteer work for any non-profit organization, public or private, as a form of restitution
Conscious Discipline	A leading method in integrating classroom management and social-emotional learning. It utilizes everyday events rather than an external curriculum, and addresses the adult's emotional intelligence as well as the child's.

	Teaches responses to daily conflict that afford opportunities to teach critical life skills.
Continuation of Mid-Range Infractions	Three or more mid-range infractions that need to be addressed. Any behavioral infraction that merits repeated ODR(s) where interventions have been implemented and the behavior has not changed.
Contraband	The processing or use of items which are prohibited at school or school-sponsored events.
Cyberbullying**	Bullying through the use of technology or any electronic communication, including transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo electronic system, or photo optical system. This includes electronic mail, Internet communications, instant messages, and facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or impersonates another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying. Cyberbullying also includes the distribution, by electronic means, of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.
Detention	being kept in school after hours.
Disproportionately	Having or showing a difference that is not fair, reasonable, or expected; too large or too small in relation to something.
Disruption	Behavior causing an interruption in a class or activity on school grounds before school or at dismissal, during lunch times, or school bus transportation. Includes but is not limited to: sustained loud talking; yelling; taunting or teasing; screaming; social media posting; noise with materials; inappropriate physical contact or scuffling; and/or sustained out-of-seat behavior.
Disruption on Campus – Major* (Significantly disrupts campus activities, school-sponsored events, or school bus transportation)	Disruptive behavior that poses a serious threat to the learning environment or to the health, safety, and welfare of others. This includes bomb threats [F.S. 1006.07(2)(m)] , inciting a riot, and initiating a false fire alarm.
Dress Code Violation	Student wears clothing, or practices grooming habits, that do not fit within the dress code guidelines required by the district. First Offense: Verbal warning and notification of parent/guardian. Second Offense: Student is ineligible to participate in any extracurricular activity for a period of time out to exceed five (5) days, and holding of a parent conference.

	<p>Third and Subsequent Offenses: In-school suspension not to exceed three (3) days, student cannot participate in any extracurricular activity for a period not to exceed thirty (3) days, and Principal shall call parent/guardian and send a written letter of in-school suspension and ineligibility to participate in extracurricular activities.</p>
Drugs (excluding alcohol)*	*Illegal distribution of drugs; sale or possession of drugs and paraphernalia; the manufacture, cultivation, or distribution of any drug, narcotic, controlled substance, or substance represented as a drug.
Due Process	The legal requirement that the state must respect all of the legal rights that are owed to a person. Due Process balances the power of law of the land and protects the individual person.
Electronic Communication	Has the meaning provided in s. 934.02 and includes, but is not limited to, photographs, video, telephone communications, text messages, facsimile, electronic mail messages as defined in s. 668.602, and instant message real-time communications with other individuals through the Internet or other means.
Emergency Removal	The exclusion of a student who poses a continuing danger to school district property or persons, or whose behavior presents an ongoing threat of disruption to the educational process.
Exclusionary Disciplinary Measures	Describes any type of school disciplinary action that removes or excludes a student from his or her usual educational setting. Two of the most common exclusionary discipline practices at schools are suspension and expulsion.
Expulsion	The removal of the right and obligation of a student to attend a public school for a period of time and under conditions set by the school board, not to exceed the remainder of the term or school year and one (1) additional year of attendance.
Failure to Serve	A student who fails to adhere to/report for a consequence for an infraction.
False Accusations Against Classmate(s)	The act of intentionally publicizing--verbal or written--untrue, injurious allegations against another classmate or knowingly bringing false charges against a classmate. If accusations against a classmate are found to be false, the student lodging the false accusation may receive the same punishment as would have been received by the wrongly accused individual. The Principal may adjust the consequence after considering the circumstances of misdirected staff time and damage to the wrongly accused individual.
False Accusations Against Staff Member(s)	The act of intentionally publicizing--verbal or written--untrue, injurious allegations against a staff member or knowingly bringing false charges against a staff member. If accusations against a staff member are found to be false, the student lodging the false accusation may receive the same

	punishment as would have been received by the wrongly accused individual. The Principal may adjust the consequence after considering the circumstances of misdirected staff time and damage to the wrongly accused staff member.
False Fire Alarm (district)	Activating a fire alarm system or equipment (such as fire extinguishers, hoses, or sprinklers) when there is no fire or legitimate emergency.
Fighting (district)	Participating in an altercation involving physical violence in which individuals may or may not sustain minor personal injury.
Fighting*	Two or more persons mutually participating in the use of force or physical violence that requires physical restraint or results in injury.
FOCUS	School District Informational platform.
Functional Behavior Assessment (FBA)	A process that identifies specific target behavior, the purpose of the behavior, and what factors maintain behavior interfering with the student's educational progress.
Gambling	Any participation in games or activities of chance for money or items of value. *May refer to other Major SESIR.
Gang (Criminal Gang)	Florida Statute 874.03 Defines "Criminal gang" as "a formal or informal ongoing organization, association, or group that has as one of its primary activities the commission of criminal or delinquent acts, and that consists of three or more persons who have a common name or common identifying signs, colors, or symbols, including, but not limited to, terrorist organizations and hate groups".
Gang-Related Activity*	An incident is gang-related if gang affiliation/association caused the incident or was a contributing factor to action that happened during the incident. For example, an incident of vandalism or robbery might be part of an initiation into a gang or a fight might be caused by group rivalry. Report an incident as gang-related only if evidence exists that gang affiliation/association contributed to that incident. Factors to be considered when determining whether the incident is gang-related include, but are not limited to the following: A gang is a somewhat organized group of some duration, sometimes characterized by turf concerns, symbols, special dress or colors. The group is recognized as having one of its primary activities, the commission of one or more criminal acts and a gang by its members and others. One or more of those involved in the incident admits to gang affiliation/association or admits that gang affiliation/association was a contributing factor to the incident. One or more involved were wearing clothing, tattoos, or a style of dress "known" to be associated with gangs. Students/witnesses to the incident alleged that the incident or one or more of those involved in the incident was gang-related or affiliated/associated with a gang. The determination of whether or not the incident was gang-

<p>Harassment**</p>	<p>Any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:</p> <ol style="list-style-type: none"> 1. Places a student or school employee in reasonable fear of harm to person or damage to property 2. Has the effect of substantially interfering with a student's educational performance, opportunities, or benefits 3. Has the effect of substantially disrupting the orderly operation of a school <p>Harassment also encompasses:</p> <ol style="list-style-type: none"> 1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment (reporting an act of bullying or harassment that is not made in good faith is considered retaliation) 2. Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by: <ol style="list-style-type: none"> a) Incitement or coercion b) Accessing, or knowingly and willingly causing or providing access to data or computer software, through a computer, computer system, or computer network within the scope of the district school system c) Acting in a manner that has an effect substantially similar to the effect of bullying or harassment
<p>Hazing*</p>	<p>Any action or situation that endangers the mental or physical health or safety of a student for purposes including initiation or admission into, or affiliation with, any organization operating under the sanction of a school. This includes coercing or forcing a student into violating state or federal law, any brutality of a physical nature such as whipping, beating, branding, or exposure to the elements, as well as forced consumption of any food, liquor, drug, or other substance. Hazing does not include customary athletic events or other similar contests or competitions, or any activity or conduct that furthers a legal and legitimate objective. Permission, consent, or assumption of risk by an individual subjected to hazing shall not lessen the prohibitions of hazing.</p>
<p>Health Assistant</p>	<p>Nurse, or nursing assistant, working in the school health room on campus.</p>

Homicide*	The unjustified killing of one human being by another, including acts referred to as ‘murder’ or ‘manslaughter.’
Inappropriate Behavior	Any behavior not defined elsewhere in the Positive Climate and Discipline Code of Student Conduct.
Inappropriate Physical Contact/Scuffling	Non-serious, but inappropriate physical contact, such as pushing.
Inappropriate Display of Affection	Engaging in an inappropriate display of affection while in school.
Independent Hearing Officer	an official appointed by a government agency to investigate or administrative hearing so that the agency can exercise its statutory powers
Individuals with Disabilities Act (IDEA)	Is the federal law that supports special education and related service programming for children and youth with disabilities
Individual Education Plan (IEP)	A plan detailing how the student learns, how the student best demonstrates that learning, and what teachers and service providers will do to help the student learn more effectively. Developing an IEP requires assessing students in all areas related to known disabilities while simultaneously considering ability to access the general curriculum, considering how the disability affects the student’s learning, forming goals and objectives that correspond to the needs of the student, and choosing a placement in the least restrictive environment possible for the student.
Individualized Education Program (IEP) Team	A multi-disciplinary group of individuals, including the student’s parent/guardian, who is responsible for developing, reviewing, and revising an Individualized Education Program and corresponding Individual Education Plan for a student who has been identified with a disability according to State Board of Education criteria.
Kidnapping*	Forcibly, or by threat: confining, abducting, or imprisoning another person against their will and without lawful authority.
Larceny/Theft*	Taking of property from a person, building, or vehicle. The unauthorized taking, carrying, riding away, or concealing the property of another person—including motor vehicles—without threat, violence, or bodily harm. Student is in possession of, has passed onto someone else, or is responsible for removing someone else’s property. (The item must be \$300 or more to report in SESIR.)
Larceny/Theft	The item is under \$300.
Learning Lab	Is a resource room for ESE students to obtain additional assistance on classwork and study skills.
Lying/Misrepresentation/Forgery	Student delivers message that is untrue or deliberately violates rules, or has signed a person’s name without permission.
Manifestation Determination Review	If a student with a disability engages in behavior or breaks a rule as defined in the Positive Climate and Discipline Code of Student Conduct Handbook that applies to nondisabled children and the school proposes a change of placement, the school must hold a hearing to determine if the student’s behavior was caused by the disability.

Multi-Tiered System of Supports (MTSS) Individual Problem Solving Team:	A multi-disciplinary team that engages in the problem-solving process related to individual student needs, in order to identify the nature and intensity of supports required by a student, and to accelerate student progress related to the academic and behavioral domains of schooling.
Noncompliance/Defiance	Refusal to follow directions, talking back, or socially rude interactions (hall violations, gum chewing, throwing objects) without intent to harm.
Non-Exclusionary Time-Out Types:	<ul style="list-style-type: none"> • Planned Ignoring: a time-out where social attention is removed. • Contingent Observation: the child is removed from engaging in activities while they observe others in the environment participating in reinforcing activities. • Withdrawing a Specific Reinforcer: removing a positive reinforcer (e.g. a toy) from a child for engaging in an undesired behavior.
Off-Campus Felony Arrest with Petition Filed by State Attorney	The arrest of a student for the alleged commission of a felony or a delinquent act which would be classified as a felony if committed by an adult at a time and place where students are not subject to control of the school. (If the incident is shown to have an adverse impact on the educational program, discipline, or welfare of the school, the student may be suspended and placed in an alternative program).
Open Defiance/Insubordination	The open or flagrant challenge of any adult in authority.
Other Major* (major incidents that do not fit within the other definitions)	Any serious, harmful incident resulting in the need for law enforcement intervention not previously classified. Examples: student producing or knowingly using counterfeit money, participating in gambling activities, possessing child pornography, or possessing drug paraphernalia.
Parent	For the purpose of this Code, parent(s) includes legal guardian(s).
Parent Shadowing	Is when a parent spends the day at school attending classes with their child.
Parking/Driving Offense	Failing to follow established rules and regulations concerning the privilege of driving and parking vehicles on a school campus.
Physical Attack*	Actual and intentional striking of another person against their will, or intentional causing of bodily harm to an individual.
Physical Aggression Toward Staff (Elementary Students)	Inappropriate physical contact toward staff such as hitting, biting, and pushing.
Positive School Climate (PSC)	A positive school climate exists when all members of the school community feel safe, included, and accepted, and

	actively promote positive behaviors and interactions. Principles of equity and inclusive education are embedded in the learning environment to support a safe environment and a culture of mutual respect.
Possession of Over-the-Counter/ Prescription Medication	Possession of over-the-counter or prescription medications without following health room medication procedures.
Principal	<u>P</u> incipal means principal or designee; <u>p</u> incipal means principal only.
Procedural Safeguards	It represents guarantees for parents and their child with disabilities, as well as offer both school and parents a variety of options for resolving any disagreements. It's an integral part of IDEA's requirements.
Production and/or Distribution of Obscene/ Inappropriate Materials	The production or distribution of written language, electronic messages, pictures, and objects that are considered to be offensive, socially unacceptable, or not suitable for an educational setting.
Profanity to Staff	Using any profane, vulgar, or unnecessary crude utterance or gesture, whether directed toward a staff member, member of transportation staff, teacher, administrator, or volunteer.
Protected Classes	United States federal anti-discrimination law, a protected class is a group of people with a common characteristic who are legally protected from discrimination on the basis of that characteristic.
Proxies	The proxy pattern is a software design pattern. A proxy, in its most general form, is a class functioning as an interface to something else.
Restorative Justice	A theory of justice that emphasizes repairing, rather than punishing, the harm caused or revealed by misconduct through: <ul style="list-style-type: none"> • Identifying the misconduct and attempting to repair the damage • Including all people impacted by a conflict in the process of responding to the conflict Creating a process that promotes healing, reconciliation, and the rebuilding of relationships, in order to foster mutual responsibility and constructive responses to wrongdoing.
Restorative practices	A framework for a broad range of restorative justice approaches designed to proactively build a school community based on cooperation, mutual understanding, trust, and respect. Responses to conflict include all persons involved, in order to find solutions that restore relationships and repair the harm done to the school community.
Robbery* (using force to take something from another)	The taking or attempt to take anything of value that is owned by another person or organization, under confrontational circumstances of force, or threat of force or violence, or by causing the victim fear.
School Climate	The learning environment and relationships found within a school and school community.

School Community	Includes students, teachers, administrators, counselors, social workers, and other school staff, as well as families and the surrounding neighborhoods and communities.
School Environmental Safety Incident Reporting (SESIR)	A system developed by the Florida Department of Education to enable school districts to correctly code data used to report incidents that are against the law or represent serious breaches of student conduct.
School Norms or Values	A list of the ways students, teachers, administrators, and all members of the school community should treat one another, developed with the participation of all stakeholder groups.
School Resource Officers (SROs)/Law Enforcement (LE)	All safety officers permanently assigned to work in a school or set of schools. In some localities, they are sworn or certified law enforcement officers employed by city/county/sheriff's departments, whereas in other localities they make up an independent school police department and are employed directly by the school district.
Section 504 Plan	A facet of the Rehabilitation Act of 1973, that guarantees certain rights to people with disabilities. Schools comply with Section 504 through the following process: identifying students with disabilities, evaluating those students, and if the student is eligible, creating a written accommodation plan, often called a "504 Plan."
"Sexting"***	The transmission of nude images or acts of sex or sexual conduct by electronic means, through the use of cell phones, PDAs, and other portable devices of any type, or through computers or other electronic and machine devices. It is a violation of this Code for students to participate in "sexting" in any manner (either by posing, transmitting, receiving, or assisting with any aspect of the activity) while on campus, participating in any school or school-sponsored activity, or while being transported under the authority of the district.
Sexual Assault*	An incident that includes threat of: rape, fondling, indecent liberties, child molestation, or sodomy. Both male and female students can be victims of sexual assault. The threat must include all the following elements: intent, fear, and capability.
Sexual Battery*/Violence (attempted or actual)	Any sexual act directed against another person, forcibly or against the person's will, or when the victim is not capable of giving consent because of youth or mental incapacity or any other sexual violence behavior as described in 5517.02.
Sexual Harassment**/Sexual Cyberharrassment (undesired sexual behavior)	Unwanted verbal or physical behavior with sexual connotations by an adult or student that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment, while causing discomfort, humiliation, or unreasonably interfering with school performance or participation. An incident when one person demands a sexual favor from another under the threat of physical harm or adverse consequence. Sexual cyberharrassment means to publish a sexually explicit image

	of a person that contains or conveys the personal identification information of the depicted person to an Internet website without the depicted person's consent, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Sexual cyberharassment may be a form of sexual harassment.
Sexual Offense/Misconduct (other)*	Other sexual contact including intercourse-- without force or threat of force--subjecting an individual to lewd sexual gestures, comments, sexual activity, or exposure to private body parts in a lewd manner.
Skipping (cannot be given a suspension)	The act of not reporting to class or school without receiving prior approval, or without following the established procedures for checking out of school.
Stakeholder/Community	Any person/group with a vested interest in the educational outcomes at public schools, with such interests including but not limited to: the life success and potential of students and their families, the quality of working conditions for those who are employed at--or rendering services to--public schools, and the credibility and reputation of those who are charged with the responsibility of producing educational outcomes, paid or unpaid.
Student Code of Conduct	A Student Code of Conduct, or Discipline Code, is a policy adopted by a school or district to help create a safe and positive school environment for all students, staff, and other members of the school community. The Code sets forth the expected behaviors for students and a process for how teachers, support staff, and administrators should respond to behavior. Codes often include a description of school-wide preventive practices, students' and parents' rights and responsibilities, a list of behaviors that are prohibited, and descriptions of the positive interventions (such as counseling, mediation, and restorative circles) and exclusionary responses (such as suspension and expulsion) that staff can use to respond to those behaviors.
Superintendent	Superintendent means superintendent or designee; superintendent means superintendent only.
Tardy (cannot be given a suspension)	Arrival to class after the designated starting time or after the tardy signal has sounded.
Teasing & Taunting	Children are commonly teased about such matters as their appearance, weight, behavior, abilities, and clothing. The most common kind of teasing is verbal bullying or taunting. This behavior is intended to distract, irritate, or annoy the recipient. Because it is hurtful, it is different from playful joking and is generally accompanied by some degree of social rejection.
Teen Dating Violence or Abuse	A pattern of emotional, verbal, sexual, or physical abuse used by one person in a current or past dating relationship to exert power and control over another when one or both partners are teenaged. Abuse may include insults, coercion, social sabotage, sexual harassment, stalking, threats, and acts of physical or sexual abuse. The abusive partner uses this pattern of violent and coercive behavior to gain power and maintain control over the dating partner. This may also include abuse, harassment, and stalking via electronic

	devices such as cell phones and computers, and harassment through a third party, and may be physical, mental, or both.
Threat/Intimidation*(Must investigate) (instilling fear in others)	A threat to cause physical harm to another person with or without the use of a weapon that includes all of the following elements: (1) Intent – an intention that the threat is heard or seen by the person who is the object of the threat; (2) Fear – a reasonable fear or apprehension by the person who is the object of the threat that the threat could be carried out; and (3) Capability – the ability of the offender to actually carry out the threat directly or by a weapon or other instrument that can easily be obtained.
Threatening Behavior (Must investigate)	The act of declaring the student’s intent by word or act to do violence.
Threatening Behavior to Staff (Must Investigate)	The act of declaring intent by word or act to commit violence against a staff member, teacher, administrator, or volunteer, or to their property.
Title IX	No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance.
Tobacco/E-Cigarettes 17 Years and Younger** (cigarettes or other forms of tobacco)	The possession, use, distribution, or sale of tobacco products on school grounds, at school- sponsored events, or on school transportation. <ul style="list-style-type: none"> • First Offense • Second Offense • Third and subsequent offense(s)
Tobacco/E-Cigarettes 18 Years or Older (cigarettes or other forms of tobacco)	The possession, use, distribution, or sale of tobacco products on school grounds, at school- sponsored events, or on school transportation. <ul style="list-style-type: none"> • First Offense • Second Offense • Third and subsequent offense(s)
Trespassing* (illegal entry onto campus)	To enter or remain on school grounds/campus, school transportation, or at a school-sponsored event off campus without authorization or invitation, and with no lawful purpose for entry.
Under the influence*	Observed or suspected of having mental or physical faculties so impaired as to reduce the ability to think or act with ordinary care due to the intake of alcohol, excessive medication, or intoxicating drugs or other substances.
Unauthorized Classroom Items	Any item that student brings to class and is using or attempting to use that interferes with the learning environment.
Unsafe Act/Unauthorized Area	A physical act which compromises the health/safety of an individual, interfering with the orderly operation of school or school activities. This includes pushing, shoving, hitting, kicking, and slapping. This also includes the act of inciting, advising, encouraging, or being an accomplice to a violation of the Positive Climate and Discipline Code of Student Conduct.

Use/Possession of Combustibles	Student is in possession of/use of substances and objects readily capable of causing bodily harm or property damage (matches, lighters, firecrackers, gasoline, and lighter fluid).
Vandalism/Property Damage (\$1000 or more)* (destruction, damage, or defacement of school or personal property)	The intentional destruction, damage, or defacement of public or private property without consent of the owner or the person having custody or control of it. (The amount of damage must be \$1000 or more to report in SESIR, including time and labor.)
Vandalism/Property Damage less than \$1000	The intentional destruction, damage, or defacement of public or private property without consent of the owner or the person having custody or control of it.
Violation of Student Network and Internet Responsible Use and Safety Policy	The inappropriate use of computers, resources, electronic networks, or calculators that violates the Acceptable Use Policy for Network Access (File: EHAA); hacking into or accessing/breaking into restricted accounts or networks; modifying or destroying files without permission; illegally copying software; entering, accessing, viewing, distributing, or printing inappropriate/unauthorized files, programs, pornographic sites, or sites advocating hate or violence.
Violation of Behavior Agreement	Violation of an individualized behavior contract intended to improve a student's behavior.
Violation of Stipulated Order In lieu of Expulsion	A student who receives a stipulated order in lieu of an expulsion proceeding is expected to adhere to the order. Failure to comply with the order may result in a recommendation for expulsion.
Weapons possession* (possession of firearms and other instruments that can cause harm)	Possession of any instrument or object that can inflict serious harm on another person or cause reasonable fear of serious harm. Possession of a pocket knife or eating utensil is not included unless there is intent to harm. Weapons include: firearms, guns of any type, including air and gas-powered guns-- whether loaded or unloaded--knives (excludes plastic knives and blunt-bladed table knives), razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives. F.S. 1006.07(2)(I)
Weapons/Handcuffs Possession (district)	The act of possessing, storing, distributing, selling, or purchasing any object that can inflict serious harm on another person or cause reasonable fear of serious harm. This includes fixed blade knives (household), folding knives, switch blade knives, common pocket knives, razor blades, box cutters, sharp cutting instruments, ice picks, chains, pipes, 'nun chucks,' brass knuckles, Chinese stars, BB or pellet guns, propellants, paintball guns, "look alike" weapons, or any object or substance directly represented to be, or falsely represented to be, a weapon of mass destruction (such as an anthrax hoax).
Wireless Communication Devices (WCDs) Misuse	The inappropriate use of WCDs that violates the Student Network and Internet Responsible Use and Safety guidelines, hacking into--or accessing or breaking into--restricted accounts or networks, modifying or destroying files without permission, illegally copying software, and

	entering, accessing, viewing, distributing, or printing inappropriate/unauthorized files, programs, pornographic sites, or sites advocating hate or violence.
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Statutes and Policies:

The Positive Climate and Discipline Code of Student Conduct was created pursuant to the following Florida state statutes, Indian River County School Board policies, and United States Code:

STATE STATUTES	BOARD POLICIES AND PROCEDURES	UNITED STATES CODE
<p>F.S.322.091: Driver's Licenses F.S.790.001(13): Concealed Weapons F.S.847.0141: 'Sexing' F.S.874.03(3): Criminal Gang Members F.S.893: Drug Abuse Prevention/Control F.S.984.12: Truancy F.S.984.151: Unexcused Absences F.S. 985.04(4): Children and Families in Need of Services F.S.1001.43(1)(b): Enforcement of Dress Code F.S.1001.54(1)(c): Removal of Disruptive Students F.S.1002.20(3)(b): Immunizations F.S.1003.01(8): Habitual Truancy F.S.1003.21(2)(c): School Attendance F.S.1003.24: Attendance Policy F.S.1003.26, F.S.1003.26(1)(b), and F.S.1003.26(1)(c): Enforcement of School Attendance F.S.1003.27(2)(b): Court Procedure and Penalties F.S.1003.31: Students Subject to Control of School F.S. 1003.3101 Additional educational choice options F.S.1003.32: Authority of Teacher; Responsibility for Control of Students; District School Board and Principal Duties F.S. 1003.44 Patriotic programs F.S.1006.062: Administration of Medication F.S.1006.07: Student Discipline and Safety F.S.1006.07(2)(d)(1): Dress Code Policy F.S.1006.07(2)(f): Wireless Communications F.S.1006.09(2): Suspension Proceedings F.S.1006.11: Standards for Use of Reasonable Force F.S.1006.11(2): Enactment of Reasonable Force F.S.1006.147: Bullying and Harassment F.S.1006.147b: Cyberbullying F.S.1006.148: Dating Violence and Abuse F.S.1006.195 District school board, charter authority and responsibility to establish student eligibility regarding participation in interscholastic and intrascholastic extracurricular activities.</p> <p>.....</p> <p>Senate Bill 7026</p>	<p>2260.02: Nondiscrimination Grievance Procedure 2430: District-Sponsored Clubs and Activities 2430.01: Special Programs by Community Volunteers 2431: Interscholastic Athletics 2451: Alternative School Plans/Programs 5111.01: Homeless Students 5112: Entrance Requirements 5136: Wireless Communication Devices 5200: Attendance 5223: Absences for Religious Instruction 5225: Absences for Religious Holidays 5230: Late Arrival and Early Dismissal 5310: Health Services 5320: Immunization 5330: Use of Medications 5410: Student Progression 5500: Student Conduct 5511: Dress and Grooming 5512: Tobacco-Free Environment 5513: Care of School Property 5516: Student Hazing 5517: Anti-Harassment 5517.01: Bullying and Harassment 5517.02: Anti-Harassment Complaint Procedure 5517.03: Dating Violence and Abuse 5520: Disorder and Demonstration 5530: Drug Prevention 5540: The Schools and Investigations Involving Students 5600: Student Discipline 5605: Suspension/Expulsion of Disabled Students 5610: Removal, Suspension, and Expulsion of Students 5610.01: Emergency Removal of Students 5610.02: In School Discipline, Administrative Procedures 5610.04: Suspension of Bus Riding/Transportation Privileges 5610.05: Prohibition from Extra-Curricular Activities 5611: Due Process Rights 5630: Corporal Punishment and Use of Reasonable Force and Restraint 5771: Search and Seizure 5772: Weapons 5780: Student/Parent Rights 5840: Student Groups 7540: Computer Technology and Networks 7540.03: Student Network and Internet Responsible Use and Safety 8330: Student Records 8405: School Safety 8462: Student Abuse and Neglect 8600: Transportation Health Services Manual 2016-17</p>	<p>18 U.S.C. s.921: Firearms (Definition)</p>

Appendix A

The School District of Indian River County is required to provide a list of programs authorized by the school district that provide instruction to students, parents, teachers, school administrators, counseling staff and school volunteers on identifying, preventing and responding to bullying or harassment, including instruction on recognizing behaviors that lead to bullying and harassment and taking appropriate preventive action based on those observations.

Students, parents/legal guardians, teachers, school administrators, counseling staff, and school volunteers shall be given instruction at a minimum on an annual basis on the district's Policy and Regulations against bullying and harassment. The instruction shall include evidence-based methods of preventing bullying and harassment, as well as how to effectively identify and respond to bullying or harassment in schools.

Character Counts

CHARACTER COUNTS! Is a framework, not a scope and sequence program nor a curriculum. It provides practical strategies and tools to braid CC! strategies with other programs such as PBIS to foster **positive climate change** to produce exceptional results in the academic, social, emotional and character development domains by infusing **six core ethical** and performance values and traits into the DNA of your organization.

Character Education

Comprehensive character education addresses many tough issues in education while developing a positive school climate. It can be effective in any school setting, as our National Schools of Character demonstrate. Educators from this diverse array of schools have transformed their school cultures, reduced discipline referrals, increased academic achievement for all learners, developed global citizens, and improved job satisfaction and retention among teachers.

Common Sense K-12 Digital Citizenship

Our comprehensive Curriculum is designed to empower students to think critically, behave safely, and participate responsibly in our digital world. From lesson plans, videos, student interactives, and assessments, to professional learning and family outreach materials, our turnkey Curriculum provides schools with everything they need to take a whole-community approach to digital citizenship.

Creating a Safe and Respectful Environment in Our Nation's Classrooms (for teachers)

This training toolkit is made up of two modules to address bullying in classrooms. Specifically, it is designed to assist teachers in cultivating meaningful relationships with students while creating a positive climate in the classroom

Creating a Safe and Respectful Environment on Our Nation's School Buses (for bus drivers) This training toolkit is made up of two modules to address bullying on school buses. Specifically, it is designed to assist school bus drivers in cultivating meaningful relationships with students while creating a positive climate on the bus.

Monique Burr Foundations for Children, Inc.'s Child Safety Matters

Child Safety Matters is a comprehensive, developmentally appropriate, effective prevention and research based program. This practical and affordable program helps protect students from bullying, cyberbullying, digital abuse, and all types of child abuse.

PBS/PBIS (Positive Behavior Support)/Positive Behavioral Interventions & Supports

Positive Behavior Interventions and Supports (PBIS) is a proactive approach to establishing the behavioral

supports and social culture and needed for all students in a school to achieve social, emotional and academic success. Attention is focused on creating and sustaining primary (school-wide), secondary (classroom), and tertiary (individual) systems of support that improve lifestyle results (personal, health, social, family, work, recreation) for all youth by making targeted misbehavior less effective, efficient, and relevant, and desired behavior more functional. PBIS refers to Positive Behavioral interventions and Support, which encompasses “ a range of research-based strategies used to increase quality of life and decrease problem behavior by teaching new skills and making changes in a person’s environment”. Positive behavioral interventions and support combines: valued outcomes, behavioral and biomedical science, validated procedures, and systems change to enhance quality of life and reduce problem behaviors. (www.flpbis.org)

Project Wisdom

Project Wisdom is one of the oldest and most respected character education programs in the nation. Our program is currently licensed in over 17,000 schools nationwide. There are **three key components** to this nationally-recognized, proven-effective program that comprise our approach to character education. Each component supports the other.

For the Campus

Project Wisdom Online Library of Broadcast Messages The centerpiece of the program is a series of thought-provoking inspirational messages that are narrated over your PA or in-house television system. In just one minute a day, you can reach every student and every staff member with a few words of wisdom that will uplift and promote a more positive and effective school climate. Series 1 comes with one year of online access to 200+ proven-effective broadcast messages, enough for an entire school year. You and your staff will also have access to messages batched by weekly or monthly themes, weekly journal pages, quotation booklets, parent resources, white papers, and more.

For the Classroom

You and your entire staff will have access for one year to our highly-rated and easy-to-implement online collection of lesson plans. These materials help students build character and develop social-emotional competencies while addressing important and relevant issues such as bullying, cheating and academic achievement. Each plan contains thought-provoking discussion generators and follow-up activities for each grade level (elementary) or core academic area (secondary). [Free Materials](#)

For Educators

Professional Support and *Just For You* messages. Every registered user will be sent by email during the school year the following Professional Support: 1) a weekly *Just For You* message. These concise, thought-provoking messages are written to foster professionalism, promote ethical and caring leadership, boost morale, and improve classroom management. 2) Easy-to-implement, high-quality character education materials. 3) Best practices and uplifting stories shared by educators just for educators ([Teacher's Story](#)).

Second Step

Set a foundation for social and academic success by teaching the *Second Step* program. Then build on those fundamentals with the Bullying Prevention Unit for grades K–5, with training for all school staff and lessons for students.

Teen Dating Violence Curricula /Florida Coalition Against Domestic Violence (FCADV)

The three resource curricula address *all* the components that must be covered as a part of students’ comprehensive health education according to Florida Statute 1003.42. The statutory requirements addressed in the curricula include: the definition of dating violence and abuse, warning signs of dating violence and abusive behavior, characteristics of healthy relationships, measures to prevent and stop dating violence and

abuse and community resources available to victims of dating violence and abuse. In addition, each session addresses up to 15 FDOE health education benchmarks. The three curricula are to be implemented in age groupings: seventh and eighth grades, ninth and tenth grades and eleventh and twelfth grades. All three curricula have eight 45-minute sessions. However, the curricula may be used in a three, five or eight session format.

Appendix B

Reporting Procedures from School Board Policy 5517

Reports and Complaints of Harassing Conduct

Students and all other members of the School District community, as well as third parties, are encouraged to promptly report incidents of **unlawful harassing** conduct to a teacher, administrator, supervisor, or other School District employee or official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall file it with the District's Anti-Harassment Compliance Officer within two (2) business days.

Members of the School District community, which includes students, or third parties who believe they have been unlawfully harassed by another member of the School District community or a third party are entitled to utilize the Board's complaint process that is set forth in this policy. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of harassment in accordance with Policy [5517.01](#) the Principal believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on sex, race, color, national origin, religion, or disability, the Principal will report the act of harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. While the Compliance Officer investigates the allegation, the Principal shall suspend the student Policy [5517.01](#) investigation to await the Compliance Officer's written report. The Compliance Officer shall keep the Principal informed of the status of the Policy [5517](#) investigation and provide the student with a copy of the resulting written report.

Anti-Harassment Compliance Officers

The following individuals serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers". Dr. Edwina Suit, Executive Director for Human Resources, edwina.suit@indianriverschools.org, (772-564-5932) and Dr. Torres-Martinez, Executive Director for Student Services and Exceptional Student Education, lillian.torresmartinez@indianriverschools.org, (772-564-5946).

A Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age of eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officers are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare, after consultation with the board attorney, recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) calendar days of learning of the incident.

Investigation and Complaint Procedure

Any student who believes that s/he has been subjected to unlawful harassment may seek resolution of their complaint through either the informal or formal procedures as described below. While there are no time limits for initiating a complaint of harassment, individuals should make every effort to file an informal or formal complaint as soon as possible after the harassing conduct occurs. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment, time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) calendar days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who believes s/he has been unlawfully harassed. This informal procedure is not required as a precursor to the filing of a formal complaint.

An informal complaint process to provide members of the School District community or third parties who believes they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns is set forth in this policy.

Students, other members of the School District community or third parties who believe that they have been unlawfully harassed may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in the informal process.

Students, other members of the School District community or third parties who believe that they have been unlawfully harassed may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process. However, all complaints of harassment involving a District employee or any other adult member of the School District community against a student will be formally investigated.

As an initial course of action, if a student feels that s/he is being unlawfully harassed and s/he is able and feels safe doing so, the individual should tell or otherwise inform the harasser that the conduct is unwelcome

and must stop. The complaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers is available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the harasser of their complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A student who believes s/he has been unlawfully harassed may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator in the school the student attends (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officers who will either facilitate an informal resolution as described below on their own, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide students, other members of the School District community and third parties who believe they are being unlawfully harassed by a student with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the student claiming unlawful harassment, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the student about how to communicate the unwelcome nature of the behavior to the alleged harasser.
- B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.
- C. If both parties agree, the Compliance may arrange and facilitate a meeting between the student calming harassment and the individual accused of harassment to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officers or designee will exercise their authority to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the Compliance Officers or designee in accordance with the Board's records retention policy. (See Policy [8310](#) and Policy [8320](#))

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the student elects to file a formal complaint initially, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of a student, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

A student who believes s/he has been subjected to offensive conduct/harassment hereinafter referred to as the "complainant", may file a formal complaint, either orally or in writing with a teacher, principal, or other District employee at the student's school, the Compliance Officer, Superintendent, or other District employee who works at another school or at the district level.

Due to the sensitivity surrounding complaints of unlawful harassment, time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a complainant informs a teacher, principal, or other District employee at the student's school, the Compliance Officer, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer or designee within two (2) business days.

Throughout the course of the process as described herein, the Compliance Officer should keep the parties informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or engaging in, offensive conduct/harassment; a detailed description of the facts upon which the complaint is based; and a list of potential witnesses and, the resolution sought by the complainant.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the complainant from further harassment or retaliation including but not limited to a change of class schedule, for the complainant or the alleged harasser, or possibly a change of school for either or both of the parties. In making such a determination, the Compliance Officer should consult the complainant to assess their agreement to any action deemed appropriate. If the complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions s/he deem appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) business days of receiving a formal complaint, the Compliance Officer will inform the individual alleged to have engaged in the harassing conduct, hereinafter referred to as the "respondent", that a complaint has been received. The respondent will be informed about the nature of the allegations and a copy of these administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Within five (5) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subject to offensive conduct/harassment. A principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment within fifteen (15) calendar days of receiving the formal complaint. The investigation will include:

- A. interviews with the complainant;

- B. interviews with the respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent, which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the complainant has been subject to unlawful harassment. In determining if discrimination occurred, a preponderance of evidence standard will be used. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within ten (10) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a final decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above. The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or third party alleging the unlawful harassment pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality cannot be guaranteed however. All complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the respondent.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are

considered student records in accordance with the *Family Educational Rights and Privacy Act* will be maintained in a manner consistent with the provisions of the Federal law.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment while observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases, where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s). Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

Retaliation

Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy. If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy [8141](#) to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy [8141](#).

Education and Training In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment in general will be age and content appropriate.

Forms to Be Completed by Students and Parents

STUDENT NETWORK AND INTERNET RESPONSIBLE USE AND SAFETY AGREEMENT

PLEASE READ THE FOLLOWING CAREFULLY. THIS IS AN AGREEMENT THAT MUST BE SIGNED BEFORE A STUDENT WILL BE GIVEN A NETWORK ACCOUNT WITH ACCESS TO E-MAIL AND/OR THE INTERNET.

To access the School District of Indian River County's computers, network and Internet services ("Network") at school, students under the age of eighteen (18) must obtain parent permission and must **sign** and **return** this form. Students eighteen (18) and over may sign their own forms. Use of the Network/Internet is a privilege, not a right. The School District of Indian River County's Network/Internet connection is provided for educational purposes only. Unauthorized and inappropriate use will result in a cancellation of this privilege.

The SDIRC has implemented technology protection measures, which protect against (e.g. block/filter) Internet access to visual displays/depictions/materials that are obscene, constitute child pornography, or are harmful to minors. The SDIRC also monitors online activity of students in an effort to restrict access to child pornography and other material that is obscene, objectionable, inappropriate, or harmful to minors. Nevertheless, parents/guardians are advised that determined users may be able to gain access to information, communication and services on the Internet that the SDIRC has not authorized for educational purposes that they and their parents/guardians may find inappropriate, offensive, objectionable, or controversial. Parents/Guardians assume this risk by consenting to allow their students to participate in the use of the Internet. Students accessing the Internet through the school's computers assume personal responsibility and liability, both civil and criminal, for unauthorized or inappropriate use of the Internet.

The SDIRC has the right, at any time, to access, monitor, review, and inspect any directories, files, or messages residing on or sent using the district's computers and networks. Messages relating to, or in support of, illegal activities will be reported to the appropriate authorities.

Examples of prohibited activities while on the Network include, but are not limited to:

- Using another person's username and password.
- Accessing chat rooms, social media such as Facebook and Twitter, and other forms of direct electronic communications for non-educational purposes.
- Using electronic resources for financial gain, advertising, political activity, or personal business activity.
- Accessing, downloading, storing, viewing, sending, or displaying text, images, movies, or sounds that contain pornography, obscenity, or language that offends or tends to degrade others.
- Sending, or attempting to send, anonymous messages of any kind or pretending to be someone else while sending a message.
- Accessing, or attempting to access, the Network, or any devices attached to the Network, to engage in "hacking" or other unlawful activities.
- Using electronic resources for illegal or inappropriate activities.
- Violating copyright laws, and obtaining copies of or modifying files, data, or passwords belonging to others.
- Accessing confidential student or employee information without authorization, or through misuse of authorization, and communicating such information with unauthorized persons.
- Downloading files to district hard drives without prior authorization, attempting to view other computers or computer resources across the network, or disclosing personally identifiable information of minors via electronic resources, except as expressly authorized by the minor student's parent/guardian.

Please carefully review the forms on the following pages with your child, complete all required information, and return them to your child's school.

STUDENT NETWORK AND INTERNET RESPONSIBLE USE AND SAFETY AGREEMENT

Please complete the following information and return to your child's school:

Student User's Full Name (please print): _____

School: _____ Grade: _____

Parent/Guardian's Name: _____

Parent/Guardian

As the parent/guardian of this student, I have read the Student Network and Internet Responsible Use and Safety Policy, any guidelines referenced within, and have discussed them with my child. I understand that student access to the Network/Internet is designed for educational purposes and that the district has taken available precautions to restrict and/or control student access to material on the Internet that is obscene, objectionable, inappropriate and/or harmful to minors. However, I recognize that it is impossible for the district to restrict access to all objectionable and/or controversial materials that may be found on the Internet. I will not hold the district (or any of its employees, administrators, or officers) responsible for materials my child may acquire or come in contact with while on the Internet. Additionally, I accept responsibility for communicating to my child the guidelines concerning acceptable use of the Internet: setting and conveying standards for my child to follow when selecting, sharing, and exploring information and resources on the Internet. I further understand that individuals and families may be liable for violations.

To the extent that proprietary rights in the design of a website hosted on the district's servers would endow my child upon creation, I agree to assign those rights to the district.

Check below to agree:

_____ I give permission for my child to use and access the Network/Internet at school and for the board to issue an e-mail account to my child.

Parent/Guardian's Signature: _____ Date: _____

Student

I have read and agree to abide by the Student Network and Internet Responsible Use and Safety Policy, and any guidelines referenced within. I understand that any violation of the terms and conditions set forth in the policy and guidelines is inappropriate and may constitute a criminal offense. As a user, I agree to communicate over the Internet and the Network in an appropriate manner, while honoring all relevant laws, restrictions, and guidelines.

Student's Signature: _____ Date: _____

Teachers and building principals are responsible for determining what constitutes unauthorized or inappropriate use. The principal may deny, revoke, or suspend access to the Network/Internet to individuals who violate the Student Network and Internet Responsible Use and Safety Policy and related guidelines, and take such other disciplinary action as is appropriate pursuant to the Positive Climate and Discipline Code of Student Conduct.

Sign and return to your child's school

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STUDENT /PARENT ACKNOWLEDGMENT FORM 2018-2019

The Positive Climate and Discipline Code of Student Conduct has been developed to help your child gain the greatest possible benefit from their school experiences. The Code defines the responsibilities and the rights of students attending Indian River County Public Schools, and clearly identifies the consequences for student actions which violate this Code.

The school is in need of your help and cooperation. Students, parents, and schools working together can maintain a safe and purposeful atmosphere in the schools where students can learn to their full potential.

Since parents/guardians share responsibility for the actions of their children, they should also become familiar with the rules and expectations described in this handbook.

Please read and discuss this important document with your child, then sign this form and return it to your child's school, where it will be kept on file.

ID#: _____

Student Name (Print) / School: _____

DOB: _____

Student Signature / Date: _____

Cellular phone number: _____

Parent/Guardian Name (Print) / Date: _____

Parent/Guardian Signature / Date: _____

Note: Failure to return this acknowledgment form will not release a student or the parents/guardians of the student from responsibility for knowledge of the contents of the Positive Climate and Discipline Code of Student Conduct and will not excuse noncompliance with the Positive Climate and Discipline Code of Student Conduct by the student.

Statement of Academic Honesty

The School District of Indian River County strongly believes that academic honesty must be practiced by all its students. In accordance with the school district's mission to serve all students with excellence, the district must take an unwavering stand on academic integrity. Cheating and plagiarism are wrong. Cheating and plagiarism in any form as defined by this Code will be considered a critical breach of character and integrity, as well as a serious violation of the Positive Climate and Discipline Code of Student Conduct. The School District of Indian River County defines cheating as:

The inappropriate and deliberate distribution or use of information, notes, materials, or work of another person in the completion of an academic exam, test, or assignment without specific teacher permission and proper crediting of the source (plagiarism).

Refer to the Levels of Interventions and Consequences sections within this handbook for a listing of consequences relating to violations of academic honesty.

In addition to the consequences applied by the teacher, a cheating or plagiarism violation will be referred to the administration and may result in the loss of eligibility or removal from an academic club, loss of academic honors and awards, and loss of eligibility to apply for or receive local academic scholarships. These decisions, any or all, would be decided by a committee of teachers appointed by the principal.

I have read and understand the SDIRC's policy concerning academic honesty.

Parent/Guardian Signature

Date

Sign and return to your child's school.

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Media Release 2018-2019

As the parent/guardian of a student in the Indian River County School District, I hereby grant the School Board of Indian River County, Florida, and its officers and employees, permission to photograph and/or record my student while involved in any and all school activities.

I understand that my student's photograph, name (both verbally and in print), face, likeness, voice, and appearance contained in such media productions may be used for purposes including but not limited to public service announcements, professional development, school publicity, and other programs shown to the school community and the general public, and may appear in newspapers, on television, on district and public websites, in district publications (such as school yearbooks, school newspapers, and class pictures), and other communication tools inside and outside the district. Indicate preference by checking the box below:

- I WILL allow my student to be photographed and/or recorded for the purposes explained above.
- I will ONLY allow my student to be photographed for school and yearbook pictures.
- I will NOT allow my student to be photographed and/or recorded for the purposes explained above

NOTE: The Request to Withhold Information (for junior and seniors only) form which was previously included in the code is now available on the SDIRC website: www.indianriverschools.org, and in high school guidance offices.

Student Name: _____

Parent/Guardian Signature

Date

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2018 - 2019 INSTRUCTIONAL MATERIALS ADOPTION TIMELINE:

Math K-12

Event	Date	Description	Contact
Instructional Materials Committees Formed	Aug. 30 - Sept. 13, 2018	Steps 1-3 of the <i>Procedure for Instructional Materials Adoption</i> : All principals and teachers in this year's adoption content areas informed of Adoption and invited to make committee recommendations. K. Baysura/Dr. Pierandozzi selects committee members and selects Chairs.	Kelly Baysura/ Dr. Kathrine Pierandozzi
Committee Meeting #1	Sept. 24, 2018 Location – TEC 3:30p.m	Step 4 of the <i>Procedure for Instructional Materials Adoption</i> : Meetings to review timeline, establish protocol and procedures. Committee Chair selected	Kelly Baysura/ Dr. Kathrine Pierandozzi
Hearing Officers	September 25, 2018	List of Hearing Officers approved by the board	Kelly Baysura/ Dr. Kathrine Pierandozzi
Contact Publishers	Sept. 25 – Oct. 12, 2018 Specialists	Step 5 of the <i>Procedure for Instructional Materials Adoption</i> : Specialists contact publishers & set appointments for Overview Presentations to the Committees. Plan Extravaganza.	Kelly Baysura/ Dr. Kathrine Pierandozzi
Committee Meeting #2	Oct. 22, 2018 Location – TEC 3:30p.m	Publisher Presentations to Committees	Kelly Baysura/ Dr. Kathrine Pierandozzi
Textbook Extravaganza	Oct. 29, 2018 Location – TEC 4:00-7:00p.m	Publishers display materials. All teachers in this year's adoption content areas and parents may preview materials and talk with publishing company representatives.	Kelly Baysura/ Dr. Kathrine Pierandozzi
Instructional Materials Review	Nov. 01–Dec. 06, 2018	Step 6 of the <i>Procedure for Instructional Materials Adoption</i> : Committee Members facilitate review of instructional materials at each school site using Evaluation Rubric provided by SDIRC.	Kelly Baysura/ Dr. Kathrine Pierandozzi
Committee Meeting #3	Dec. 11, 2018 Location: LICR 3:30p.m	Steps 7-8 of the <i>Procedure for Instructional Materials Adoption</i> : Committees meet to collect and analyze data from each school's rubric submission. Committee works to achieve consensus and then makes recommendation to the Superintendent for materials to be adopted.	Kelly Baysura/ Dr. Kathrine Pierandozzi
20 - Calendar day Public Review of Recommended Instructional Materials	Dec. 13, 2018 Jan. 14, 2019	Step 9 of the <i>Procedure for Instructional Materials Adoption</i> : Read-only editions of the recommended instructional materials will be posted on the SDIRC website and student editions will be displayed at the District Office. Parents will be notified via SDIRC website, Ed-Connect call, and a flyer. Residents will be notified via SDIRC website.	Kelly Baysura/ Dr. Kathrine Pierandozzi AND Lori Webb (772-564-3210)
Presentation to School Board Members	Feb 12, 2019 During Workshop	Presentation to the School Board of recommended materials	Pamela Dampier, Kelly Baysura and Dr. Kathrine Pierandozzi
Notice of Public Hearing	Feb. 18, 2019	Step 10 of the <i>Procedure for Instructional Materials Adoption</i> : <i>Notice of Public Hearing posted, including a list of materials recommended for adoption.</i>	Nancy Esplen, Executive Assistant to the School Board (772) 564-3200



2018 - 2019 INSTRUCTIONAL MATERIALS ADOPTION TIMELINE:

Math K-12

Event	Date	Description	Contact
School Board Hearing	Feb. 26, 2019 During Board Meeting	<p>Step 10 + 11 of the <i>Procedure for Instructional Materials Adoption</i>: School Board conducts public hearing to receive public comments about instructional materials recommended.</p> <p>After the Public Hearing and the Superintendent presents his recommendations, the School Board votes on the recommended instructional materials for the specified subject areas.</p>	SDIRC School Board and Superintendent
30- Calendar Day Contest Period	Feb. 27 – Mar. 28, 2019	<p>Step 12 of the <i>Procedure for Instructional Materials Adoption</i>:</p> <p>A parent of an enrolled student or resident will have 30 calendar days from the date of the Board’s adoption to file a petition. Links to the materials and petition forms will be available on the district website https://www.indianriverschools.org/curriculum-adoption-documents</p> <p>Please email completed forms to: Kelly.Baysura@indianriverschools.org</p>	Judy Smith, Administrative Assist., Dept. of Curriculum & Instruction (772-564-3100)
Notice to Petitioners	March 29, 2019	<p>Step 12 of the <i>Procedure for Instructional Materials Adoption</i>:</p> <p>Written notice will be provided to the petitioners (parents or residents) of the date and time of the hearing on petitions filed by the March 28, 2018 deadline contesting purchase of the recommended instructional materials.</p>	Nancy Esplen, Executive Assistant to the School Board (772) 564-3200
Hearing Officer Hearing	Week of April 8, 2019	<p>Step 12 of the <i>Procedure for Instructional Materials Adoption</i>:</p> <p>The hearing officer will conduct a public hearing on all petitions, and has 14 days from the date of the hearing to submit a recommendation to the School Board.</p>	Nancy Esplen, Executive Assistant to the School Board (772) 564-3200
School Board Meeting	May 7, 2019	<p>Step 12 of the <i>Procedure for Instructional Materials Adoption</i>:</p> <p>The School Board will make a final decision on parent/resident petitions, which decision is not subject to further review. SDIRC Board votes to approve the purchase of Instructional Materials for this year’s adoption content areas for use beginning in the 2018-2019 school year.</p>	SDIRC School Board
Instructional Materials removed from Website and District Office	May 8, 2019	<p>Step 13 of the <i>Procedure for Instructional Materials Adoption</i>:</p> <p>The instructional materials for the specific adoptions will be removed from the website after the public hearing.</p>	Judy Smith, Administrative Assist., Dept. of Curriculum & Instruction (772-564-3100)

Florida Standard Charter Contract

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

THIS CHARTER entered into as of the 28th day of August 2018 by and between

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, a body corporate
operating

and existing under the Laws of the State of Florida

and

Somerset Academy, Inc. on behalf of Somerset Academy West Vero

(20801 Johnson Street, Pembroke Pines, FL 33029)

a non-profit organization

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the School Board.

Governing Board shall mean the governing board or body of the School.

Charter shall mean this charter entered into between the School and the Sponsor.

County shall mean Indian River County, Florida.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

Corporation shall mean Somerset Academy, Inc.

School shall mean Somerset Academy West Vero

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

- A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.
- B. Term of Charter.
1. Effective Date. This Charter shall become effective on the date it is approved by the both parties.
 2. Term. The term of this Charter shall be 5 years commencing on July 1, 2019 and ending on June 30, 2024 unless terminated sooner as provided herein. The term may be extended on a month-to-month basis until the Charter has been renewed, nonrenewed, or terminated by the Sponsor by mutual agreement of the parties. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(6)(h), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute.
 3. Start-Up Date. For the first year of operating under this Charter the School shall begin classes on the same day as the Sponsor or at such other time as otherwise agreed to by the Parties. The school cannot open absent submission of all required Pre-Opening documents as specified in Section 11 of this contract. The School may defer the opening of the school's operations for up to three years to provide time for adequate facility planning. The charter school must provide written notice of such intent to the sponsor and the parents of enrolled students at least 30 calendar days before the first day of school. The planning year(s) does not extend the term of this Contract. Failure to open the School after the planning years is good cause for termination of this Charter.
 4. Charter Modification. This Charter may be modified during its initial term or any

renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to curriculum, budget, facilities, and staff.

5. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. A Sponsor may not require a charter school to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of a charter.
6. Periodic Review and Evaluation. The Sponsor shall annually evaluate the School on its performance and progress toward meeting the standards and targets included in this contract, including academic achievement goals. If the term of this contract exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the governing board of the School.

C. Education Program and Curriculum

1. Any material change to the education program and/or curriculum as described in the approved Application or Charter requires Sponsor approval.
2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.
3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.
4. The School shall adopt the District's plan for English Language Learners.
5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal/Non-Renewal/ Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student

academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter for any of the following reasons as set forth in section 1002.33(8), Florida Statutes:

- i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance stated in the charter.
- ii. Failure to meet the requirements for student performance stated in the approved charter application.
- iii. Failure to meet generally accepted standards of fiscal management which include but are not limited to a negative fund balance in any government fund as reported in a budget or audit report.
- iv. Violation of law.
- v. Other good cause shown, which may include, but is not limited to, any of the following:
 - a. Failure to cure a material breach of any term or condition of this charter after written notice of noncompliance;
 - b. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;
 - c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;
 - d. Failure by the School to provide the District with reasonable access to its facilities and records as required by law or this Charter if not timely cured after written notice;
 - e. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;
 - f. Violation by the School of any final, non-appealable court order pertaining to the operation of the School;

- g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Board knew or should have known of the conduct underlying the conviction and failed to take corrective action if not timely cured after written notice;
- h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;
- i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;
- j. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;
- k. Failure by the School to timely submit the annual financial audit as required by law if not timely cured after written notice;
- l. Failure by the School to have its annual audit comply with the requirements of law if not timely cured after written notice
- m. Failure by the School to timely submit financial reports or other reports required by law or this Charter if not timely cured after written notice;
- n. A finding by the District that the School knew or should have known it perpetrated a material fraud upon the District or material intentional misrepresentation in the Application;
- o. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes if not timely cured after written notice;
- p. Failure by the School to comply with all applicable laws,

ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and applicable laws relating to English Language Learners (ELL) if not timely cured after written notice.

- q. Failure to make sufficient progress in attaining the student achievement objectives of the Contract and a showing that it is not likely that such objectives can be achieved before the end of the Contract term;
 - r. Willfully or recklessly failing to manage public funds in accordance with the law if not timely cured after written notice;
 - s. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;
 - t. Failure to maintain the minimum number of governing board members required by the governing body's bylaws for more than 30 days if not timely cured after written notice;
 - u. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.
2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter.
- i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.
 - ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Contract.
3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(d), Florida Statutes.

i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned/leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication and mandate by the appellate court, or by the final order of the School Board (if no appeal is filed), the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees. The Sponsor shall notify the school of any personnel action.

4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the governing board and a waiver of its right to a hearing or appeal.

5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.
2. In the event of termination or non-renewal of this charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
3. In the event of termination or non-renewal any students enrolled at the School may be enrolled at their home District school, or any another school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.
4. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.
2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.
3. The School shall comply with the Marjory Stoneman Douglas High School Public Safety Act, as applicable to charter schools.
4. The School shall comply with the Federal Desegregation Order governing Indian River County, to be implemented consistent with the Somerset Academy West Vero desegregation plan attached hereto as Appendix 4, as applicable to charter schools.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives

1. By September 15th of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.
2. By September 15th of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the district school system. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-11) for the following student groups:
 - i. Students scoring a level 1 on prior year assessment
 - ii. Students scoring a level 2 on prior year assessment
 - iii. Students scoring a level 3 or higher on prior year assessments
 - iv. Students with disabilities
 - v. English Language Learners
3. By October 15th of the first year of the School's operation, the School shall

provide its proposed academic achievement goals for the current year to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved charter application. If the school will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.

- i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.
4. By October 15th of the second year of the School's operation, the school shall provide its proposed academic achievement goals for the remaining years of the contract, up to a maximum of four years or the end of the current contract term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.
 - i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.
5. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this contract the Sponsor shall report such shortcomings to the FDOE.
6. The School and Sponsor may agree to adjust the goals through a contract amendment or addendum.
7. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.
8. School Improvement Plans: The School shall develop and implement a School

Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law.

B. Assessments

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.
2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades/schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform
3. If an IEP, 504 Plan and/or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.
4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor and/or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.
5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.
6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

C. Student Promotion/Graduation: The School's student promotion policy shall be consistent with the provisions of the Application. The School [will/will not] adopt the Sponsor's student progression plan.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida Law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute

The School agrees to allow the District reasonable access to review data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

- A. The School will serve students in grades Kindergarten through Grade 6 in year one, grades Kindergarten through Grade 7 in year 2, and grades Kindergarten through Grade 8 in year 3 and beyond.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes as described in the approved application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The school may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements.

- B. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

If the District is operating under a federal order or other resolution or settlement

agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The charter school is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

C. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

D. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the school wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the governing board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as described in either the approved application for the first year or as determined under the provisions of Section 3.G. of this contract, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.
2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures, and any/all enrollment preferences the school will utilize.
3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.
5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

E. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

- F. No later than November 1 of each year, the School shall provide to the Sponsor the School's projected enrollment for the following school year. The projected enrollment shall not constitute a cap on the School's enrollment for the following school year.

G. Annual Enrollment

1. Preliminary Projection: No later than November 1 of each year, the School shall provide to the Sponsor the School's preliminary projected enrollment for the following school year. The projected enrollment shall not constitute a cap on the School's enrollment for the following school year.
2. Annual Enrollment Capacity: The enrollment capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this contract, the proposed enrollment capacity for the subsequent school year.
3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's final enrollment projection for the upcoming school year. For purposes of this contract, final enrollment projection is not annual capacity, but is the School's projection for how many students will be enrolled when the school year begins as will serve as the basis for initial FEFP payments.

Disagreements between the Sponsor and the School relating to enrollment capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session.

The enrollment capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the governing board.

H. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.
2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.
3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.
4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.
6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.
7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.
8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.
9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made

available to the Sponsor upon written request. However such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

- I. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:
 1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
 2. Free appropriate public education (FAPE).
 3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team and District Staff consultation will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the school access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings. The Sponsor retains the right to determine whether or not to send a representative to such meetings.

4. Due Process Hearing:

- i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.
- ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.
- iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.
- iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.
- v. The Sponsor shall ensure that:
 - (a) The due process hearing is conducted pursuant to applicable State laws and rules;
 - (b) A final decision is reached; and
 - (c) A copy of the decision is mailed to the parties.
- vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume and/or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within

one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume and/or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

J. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.

K. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs) The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.

L. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The school will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents/guardians withdraw students from the School.

M. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. Students with disabilities shall be afforded a manifestation determination if required by the Individual with Disabilities Education Act.

N. School/Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed parent contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the parent contract will be extended through the conclusion of that dispute resolution process. The school may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

A. Revenue/State and Local

1. Basis for Funding: Student Reporting

- i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.
- ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data

processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.

- iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. The District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.
- iv. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.
- v. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation.
- vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Fees to be Charged to the School By the District.

The Sponsor may charge the School an administrative fee in an amount

not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

3. Distribution of Funds Schedule

- i. The Sponsor shall calculate and submit twelve (12) monthly or twenty-four bi-monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15. Subsequent payments will be made no later than the 15th of each month beginning with August 15.
- ii. For the first two years of this Contract, monthly payments will be calculated as follows:
 - a. July through October payment shall be based on the School's projected enrollment as described on the cover sheet of the approved application, if a minimum of 75 percent of the projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually entered in the Sponsor's Student Information System as of the first day of the current month.
 - b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year.
 - d. Payments will be adjusted retroactively for prior period adjustments.
- iii. For the following years of the Contract, monthly payments will be calculated as follows:

- a. July through October payment shall be based on the School's final projected enrollment as determined under the provisions of Section 3.G. of this contract, if a minimum of 75 percent of the final projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.
 - b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year.
 - c. Payments will be adjusted retroactively for prior period adjustments.
- iv. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the annual enrollment capacity for the school year (whichever is less). In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.
 - v. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency.

Additionally, funding for the School shall be adjusted during the year as follows:

- a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.
 - b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
- vi. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments

provided for in this Contract, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state approved depository specified and approved by the Governing Board at a public meeting. Nothing herein shall prevent the Governing Board from directing the deposit of payments with a trustee or other agent in connection with any financing or extension of credit.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

- i. The school's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
- ii. The School's annual financial audit as required by section 218.39, F.S and this Contract.

The Sponsor shall release, in full, funds withheld under this provision within 10 days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for federal funds available to the Sponsor for the benefit of the charter school, the charter school's students, and the charter school's students as public students in the school district. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by August 15 of each year a projected annual allocation for all federal funds, as described above, that the School may

draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's final projected enrollment as provided for in 3.G. of this Contract.

2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.
3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly/quarterly financial statements.
4. The Sponsor shall reimburse the school within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.
5. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.
6. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.
7. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.
8. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1116 of ESSA.
9. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

10. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent
2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.
3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget

Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Records

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records or at the discretion of the School's Governing Board, the School may elect to follow generally accepted accounting standards for not-for-profit organizations, but must reformat this information for reporting according to Section 1002.33(9)(g).

2. Financial and Program Cost Accounting and Reporting for Florida Schools

The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida.

The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly Financial Reports

The School will submit a monthly financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly/quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with

Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

v. Form 990, if applicable

A Charter School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c)(3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Contract, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

4. The School's Fiscal year shall be July 1 – June 30
5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.
6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.
7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal

management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.

2. The School shall adhere to any additional applicable financial requirements mandated by the State and/or Federal laws and regulations.
3. Notwithstanding anything else herein to the contrary, the Sponsor shall not
 - i. Guarantee payment for any purchases made by the School;
 - ii. Guarantee payment for any debts incurred by the School;
 - iii. Guarantee payment for any loans taken out by the School.
 - iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

J. Loans and Long-Term Obligations

In accordance with Section 216.292(1)(a), F.S., the School may make transfers, advances, grants, and/or loans of public funds which comply with Section 1011.69(2), F.S., and are made to either (a) another open charter school governed by the same non-profit entity (Corporation) and located in Indian River County, or (b) the non-profit entity (Corporation) that governs the school and for the benefit of a charter school with an approved application that is located in Indian River County. Allowable transfers, advances, grants, and/or loans of public funds under this provision shall only be used for educational purposes aligned with the mission and purposes of the School and the non-

profit entity (Corporation) that governs the school. The School shall provide copies of long-term obligations of public funds pertaining to its operations in Indian River County in excess of \$25,000 to the School Board. For the purpose of this section, long-term obligations are defined as any obligation not reported as a liability on the governmental funds balance sheet.

Section 5: Facilities

- A. The School shall be located at: 7645 16th Street, Vero Beach, Florida, 32966. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Contract. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility.

Any proposed change in location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent or Superintendent's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students/staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

- B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.
1. In the event the School leases its facilities, Lessor and Lessee shall provide the School Board with a disclosure affidavit in accordance with section 286.23, Florida Statutes. The lease term shall be for at least the term of this Charter, or in lieu thereof,

the School shall present a lease with a plan to ensure a facility for the duration of the Charter.

- C. In the event a charter school is dissolved or is otherwise terminated, all district school board property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the district school board, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the district school board's request, until any appeal status is resolved.
- D. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.
- E. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

- A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statutes, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, and/or parents.
- B. Reasonable Distance [for purposes of this contract]: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within 2 -6 miles of the School, and may provide additional transportation as needed.
- C. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.
- D. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.

- E. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor and/or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible. Any transportation FTE adjustment, which is attributable to error or substantial non-compliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

Section 7: Food Services

The School shall provide food services to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations.

Section 8: Insurance & Indemnification

- A. The School agrees to provide the following proof of insurance:
1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract;
 2. General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00;
 3. Business automobile coverage with the same limits as general liability.
- B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.
- If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

- C. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.
- D. The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.
- E. Fidelity Bond/Crime Coverage: The school shall purchase Employees Dishonesty/Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators/principal and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss /two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty/Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
- F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.
- G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.
- H. Subject to paragraph K, below, the School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any

claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.

I. Applicable to All Coverages the School Procures

1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of the School.
2. Deductibles/Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
3. Liability and Remedies: Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.
4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

J. Subject to paragraph K below, the District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.

- K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Section 8(H and J) above, neither the District nor the School waives its sovereign immunity or the limits of sovereign immunity as set forth in section 768.28, Florida Statutes, to the extent sovereign immunity is available to either party. In the event of any claims described in Section 8(H) or (J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.
- L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account. The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.
- M. Notice of Claims
1. Time to Submit

The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Contract.
 2. Notice of Cancellation

The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.
 3. Renewal/Replacement
Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

- A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the charter school is located and may be a governing board member, charter school employee, or individual contracted to represent the governing board. If the governing board oversees multiple charter schools in the same school district, the governing board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the charter school's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative and charter school principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a private employer and will not participate in the Florida Retirement System.

- B. The School shall be organized as a Florida nonprofit organization.
- C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.
1. The Governing Board shall exercise continuing oversight over charter school operations and will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.
 2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.
 3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or governing board member. Prospective governing board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.
 4. The Governing Board shall ensure that the school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.
 5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.
 6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.
 7. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his/her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.
 8. Any change in governing board membership must be reported to Sponsor in writing within 5 business days of the change.

- D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

- E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:

1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.
2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.
3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.
4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.
5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.
6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within

five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Contract or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.

7. The management organization will perform its duties in compliance with this Charter.
- F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

- A. The School shall select its own personnel.
- B. The School's employment practices shall be nonsectarian.
- C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.
- D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.
- E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- F. This Contract makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

None.

If the relative is employed after execution of this Contract, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes.

The School shall comply with the restriction on employment of relatives provisions

included in section 1002.33(24), Florida Statutes.

- G. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.
- H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 work days of hiring, granting leaves of absence, and/or terminating teachers.
- I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.
- J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his/her designee. No School employee or member of the Governing Board may be on campus with students until his/her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

- K. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.

Section 11: Required Reports/Documents

- A. Pre-Opening
 - 1. Policies and Procedures Manual

2. List of members of the Governing Board and Principal, including current contact information.
3. Facility [zoning, certificate of occupancy, fire inspection, etc.]
4. Other
 - a. Current lease or ownership documents
 - b. Copy of current insurance certificates or policies for all types of insurance required by the charter
 - c. List of current staff members including certifications and teaching assignments for teachers
 - d. Documentation of fingerprinting of all staff and Governing Board members
 - e. Student Code of Conduct
 - f. Updated list of currently registered students
 - g. Contract for transportation rates and services or transportation plan, if applicable.
 - h. Letter specifying that the School will adopt/not adopt the district reading plan
 - i. Tentative dates and times of the meetings of the Governing Board for the first year
 - j. Crisis Response Plan
 - k. Dismissal policies and procedures
 - l. School's parental contract, if applicable
 - m. Student Progression Plan (if different from District's)
 - n. School's plan for compliance with the Federal Desegregation Order

B. Monthly

1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)
2. Governing Board meeting agenda and minutes

C. Annual

1. Annual Student Achievement Report
2. Annual Financial Audit
3. Program Cost Report
4. Annual Inventory Report [capital purchases with public funds]
5. Policies and Procedures of the school [if materially revised]
6. School based Student Code of Conduct [if materially revised]
7. Dismissal Policies and Procedures [if materially revised]
8. Crisis Response Plan [if materially revised]
9. Employee Handbook [if materially revised]
10. Current List of members of the Governing Board and Principal
11. School's Parental Contract [if materially revised]
12. Projected Enrollment [for subsequent school year]
13. Capacity [for subsequent school year]
14. School Calendar [for subsequent school year] if different than the District
15. Evidence of Insurance
16. Management Organization Agreement [if materially revised]
17. Student Progression Plan [if materially revised]
18. Aggregate data regarding student and staff minority recruitment efforts
19. Minority student achievement gap status

20. Governing Board Bylaws, if amended.

- D. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.
- E. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug Free Workplace: The School shall be a workplace free of drugs.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the School Board and the Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any

provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.
Severability

H. If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for Indian River County, the Division of Administrative Hearings, or the appropriate appellate or federal court. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

If to School Board: Mark Rendell, Ed.D., Superintendent
School District of Indian River County, Florida
6500 57th Street
Vero Beach, Florida 32967
Telephone: (772) 564-3000
Facsimile: (772) 564-3054

With copy to: Suzanne D'Agresta, Esquire
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, Florida 32801
Telephone: (407) 425-9566
Facsimile: (407) 425-9596

If to School: Somerset Academy, Inc.
ATTN: Governing Board Chair
6340 Sunset Drive
Miami, FL 33143

With copy to: Charles A. Gibson, Esq.
3634 Grand Ave
Miami, FL 33133-4953

Each of the persons executing this Charter represents and warrants that he/she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict Between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

M. Conflict/Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to

immediately terminate this Charter in accordance with section 1002.33(8)(d), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(7)(b), Florida Statutes.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule in effect on the effective date of this Charter, and as it is amended from time to time.

School Board policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the charter school

responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the contract and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

Appendices

1. The Approved Charter School Application
2. Governance Documents (Included in application)
3. Management Contract (sample attached, final will be submitted upon completion)
4. Somerset Academy West Vero Desegregation Plan

IN WITNESS WHEREOF, the parties hereto have executed this Contract as on this 25th day of September, 2018.



FOR THE SCHOOL

SOMERSET ACADEMY INC. for
SOMERSET ACADEMY WEST VERO

ATTEST:

by: 
Lourdes Isla Marrero
Governing Board Chair

By: 

Print Name: Collette D. Papa, Esq.

By: 

Print Name: Eileen Bayra

FOR THE SPONSOR

THE SCHOOL BOARD OF INDIAN
RIVER COUNTY, FLORIDA

By _____
Shawn Frost
Chairman

ATTEST:

Dr. Mark J. Rendell
Superintendent of Schools

CHARTER SCHOOL EDUCATIONAL SERVICES AND SUPPORT AGREEMENT
BETWEEN
SOMERSET ACADEMY, INC
AND
ACADEMICA DADE LLC
ACADEMICA BROWARD LLC

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CHARTER SCHOOL EDUCATIONAL SERVICES AND SUPPORT AGREEMENT

This Agreement to provide Educational Services and Support to Charter Schools is by and between SOMERSET ACADEMY, INC. (“CharterSchoolCorp”) on behalf of the charter schools identified on Exhibits B and C (“School”) and ACADEMICA DADE LLC, for those schools identified on Exhibit B, and; ACADEMICA BROWARD LLC, for those schools identified on Exhibit C, (“Service Provider”).

WHEREAS, CharterSchoolCorp **operates a network of public charter schools and** has contracts (collectively, the “Charters”) with certain public school districts in Florida (“Sponsor”) to operate School, each of which is identified on Exhibits B and C;

WHEREAS, the School is governed by the Board of Directors of CharterSchoolCorp (the “Board”), an independent Board of Volunteers;

WHEREAS, the Board has complete control over the School, its academic programs, staffing needs, and curricula;

WHEREAS, CharterSchoolCorp desires academic support and related services to ensure that its School is operated in accordance with the requirements of its Charter, all State and Federal laws, as well as all applicable local, municipal and/or county ordinances;

WHEREAS, Service Provider is an educational service provider established to provide professional services and related support to public charter schools;

WHEREAS, it is Service Provider’s mission to ensure that the vision of the Board is faithfully and effectively implemented and to ensure the autonomy and governing authority of the Board;

WHEREAS, the Board is responsible for the management and operation of the School in accordance with the Charter and Florida law;

WHEREAS, Service Provider’s officials are familiar with governmental agencies and requirements needed to establish and operate public charter schools including the Schools, as well as the requirements of the Charter, of all State and Federal authorities, and of the local municipal and/or county government(s) which may be applicable to the operation of the School;

WHEREAS, Service Provider’s officials are familiar with the various local, state and/or federal funding sources for charter school programs and have successfully obtained grants and other forms of revenue and financing for various charter school programs;

WHEREAS, Service Provider works with networks of charter schools and has found there are benefits to establishing charter school cooperatives and sharing best-practices and resources, including methods of reporting, record-keeping and accountability systems; and

WHEREAS, CharterSchoolCorp and Service Provider enter into this Agreement for the purpose of having Service Provider provide the academic support services and related administrative services identified in this Agreement to the School;

NOW THEREFORE, the parties to this Agreement agree as follows:

DUTIES OF SERVICE PROVIDER:

1. **Recitals:** The foregoing recitals are true, correct and incorporated herein by this reference.

2. **Engagement**

CharterSchoolCorp engages Service Provider to provide the support and administrative service set forth herein to the School (all schools on Exhibit B and C). Service Provider accepts such engagement pursuant to the terms of this Agreement. CharterSchoolCorp's entire network is identified on Exhibit B and C. The parties may add or remove schools from the list of schools receiving Service Provider's services by amending Exhibit B and C in a writing signed by both parties.

3. **Duties**

As authorized by the Board, Service Provider will coordinate the educational and administrative services required to support the School. Service Provider will report to the Board and advise it of the systems established for administrative duties, including those related to initial setup and the ongoing operational budget. Service Provider will comply with all Board and School policies and procedures, the Charter, and with all applicable state and federal rules and regulations. Service Provider's services will include: identification of potential school-sites; assistance with staff recruitment; assistance with human resource coordination; regulatory compliance; legal and corporate upkeep; and assistance with the maintenance of the books and records of the School and CharterSchoolCorp as well as bookkeeping, budgeting and financial forecasting. The Board will review all recommendations made by Service Provider and act upon them in the manner the Board decides.

4. **Board of Directors Meetings**

Service Provider will assist in the coordination of and attend the meetings of the Board. Unless otherwise instructed by the Board, Service Provider shall maintain the minutes and records of those meetings

and ensure that the School complies with the requirements of State law and the Charter regarding such meetings and record keeping.

5. Record Keeping

Service Provider will maintain the records of the School at the location designated by the Board, and in compliance with the State and Charter requirements for record keeping. In addition, Service Provider will ensure that designated on-site School staff receive proper training by the Sponsor's appropriate departments for student/school record keeping through its designated Management Information Services (MIS) programs and proper training regarding public records.

6. Bookkeeping

The Service Provider will work with and serve as liaison to any accounting firm selected by the Board to ensure the accuracy and timeliness of the financial reporting, record keeping, and audits required by the Charter and State law.

7. Staff Administration

CharterSchoolCorp or Board and/or its delegate will make all hiring decisions for the School and CharterSchoolCorp in accordance with law. Service Provider shall not be considered a delegate of CharterSchoolCorp or Board for this purpose. Service Provider will assist the Board in the identification, solicitation, and/or recruitment of qualified principals, teachers, paraprofessionals, administrators and other staff members and education professionals to be employed at or by School. School employees shall not be employees of Service Provider. School employees shall only be removed, dismissed, or transferred with approval of the Board or its delegate. The Board shall decide whether to use a professional employee management company and the method of human resource management, if any.

The teachers employed by the School will be certified as required by Chapter 1002.33, Florida Statutes. Skilled selected non-certified personnel may also be employed by or at the School to assist instructional staff members as teachers' aides in the same manner as defined in Chapter 1002.33, Florida Statutes and Florida Charter School Legislation. At the request of the Board, Service Provider will, assist in the preparation of employment contracts for review and approval by the Board or its delegate. Upon Boardrequest, Service Provider will propose a professional employer organization to the Board which can perform the human resource outsourcing services for the School. If the Board, in its discretion, approves a professional employer organization and/or human resource outsourcing provider, Service Provider will

assist in the coordination of these services. Service Provider will act as the liaison for the School vis-à-vis the professional employer organization. All School based employees will be employees of CharterSchoolCorp, and shall be assigned to the School, and may only be removed, dismissed, or transferred with approval of CharterSchoolCorp, the Board and/or its delegate.

8. Financial Projections and Financial Statements

Service Provider will prepare and present to the Board in a timely manner for review and approval annual budgets and financial forecasts for the School. The School will use the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, or shall utilize GAAP Accounting, and/or other applicable guidelines as a means of codifying all transactions pertaining to financial operations as required by law and the Charter. The Board shall annually adopt and maintain an operating budget. The Board, based on recommendations made by a certified public accounting firm, will adopt accounting policies and procedures. Service Provider will timely prepare, for the review and approval of the Board, any required regular unaudited financial statements including a statement of revenues and expenditures and changes in fund balances, in accordance with generally accepted accounting principles to be delivered to the Sponsor. These financial statements will be provided in advance of the deadline for submission of such reports to the Sponsor. CharterSchoolCorp will provide the Sponsor with annual audited financial reports as required by the Charter. These reports will be prepared by a qualified independent, certified public accounting firm. Service Provider will provide the regular unaudited financial statements, books and records to the auditor for review in connection with the preparation of the annual audited financial¹³² reports. The reports shall include a complete set of financial statements and notes prepared in accordance with the Charter and generally accepted accounting principles, for inclusion in the School's annual financial statements, and formatted by revenue source and expenditures, and detailed by function and object.

9. Designated Contact Person

The designated contact person of Service Provider shall be Fernando Zulueta. An alternate contact person shall be Maggie Fresen.

10. Grant Solicitation

In consultation with the Board, and with Board approval, Service Provider will solicit grants available for the funding of the School from the various government, private and institutional sources

which may be available. Such grants may include, but are not limited to federal grants programs and various continuation grants for charter schools.

11. Financing Solicitation and Coordination

If authorized by the Board, Service Provider will coordinate obtaining financing from private and public sources for loans desired by the Board.

12. Other Funding Sources

If authorized by the Board, Service Provider will coordinate the solicitation of Capital Outlay Funds, if available, from the appropriate state and/or local agencies. Similarly, as authorized by the Board, Service Provider will coordinate the solicitation of other available state, federal, or local government funds earmarked for schools and/or facilities development, improvement, or acquisition, as well as other sources of funding that may become available to charter schools from time to time.

13. Annual Reporting

Service Provider will coordinate the preparation of any Annual Report(s) required by the Charter or by law for the School. The Report will be submitted to the Board for approval, Service Provider will coordinate the delivery and review process established by the Sponsor and Charter School legislation for the Annual Report.

14. Student Assessment

Upon the approval of the Board, Service Provider will coordinate a student assessment methodology, independent from State and/or Sponsor required assessments, and retain on behalf of CharterSchoolCorp professionals to administer and evaluate results. Service Provider will provide the Board with proposals from professionals offering to provide assessment and student evaluation services for Board approval.

15. School Board Representation

Service Provider will serve as a liaison with the Sponsor and its officials on behalf of the School. Service Provider's representatives will attend required meetings and public hearings; will facilitate communications between the School and the Sponsor; and, will present or advocate positions reviewed and approved by the Board.

16. Governmental Compliance

Service Provider will advise CharterSchoolCorp and School regarding compliance with state regulations and reporting requirements of the School. In addition, Service Provider will advise the CharterSchoolCorp and School regarding compliance with the Sponsor's Disclosure, Verification and Affirmation of Fulfillment of Board Requirements Form, a current version of which is attached as Exhibit A. Service Provider will also advise CharterSchoolCorp and School regarding the School's compliance with its Charter, the terms of which are incorporated by reference.

17. Charter Renewal Coordination

Service Provider will advise CharterSchoolCorp regarding the renewal of the Charter, coordinate the renewal with the Sponsor, and assist the Board and School to complete the renewal process on a timely basis. Service Provider will negotiate the terms of the renewal Charter with the Sponsor, inform the Board of the progress of those negotiations, notify the Board of any renewal provisions which modify or alter the terms of the existing Charter, and obtain Board approval of any negotiating strategy and of the terms of the renewal Charter.

18. Curriculum Development

As authorized by the Board, Service Provider shall identify and or develop curricula in connection with the operations of the School and the vision of the Board in a manner that complies with applicable federal, state and local laws and regulations. All curricula shall be approved by the Board prior to use.

19. Pre-School, After-Care, Early Drop-Off

Service Provider shall identify and/or develop Pre-School, After-Care, and/or Early Drop-Off programs that may be offered as services ancillary to, but separate from the operations of the School. These programs are not encompassed by the Charter. Accordingly, the School may elect not to offer these programs directly, but rather to authorize Service Provider to do so. In furtherance of that, Service Provider will retain the necessary operators to provide the underlying services to the parents and students desiring them. Service Provider will coordinate the provision of those services directly where applicable and establish agreements to reimburse the School for the use of the facilities, utilities, cleaning services and other costs consumed or incurred by those uses. Service Provider and/or the selected service providers shall be the direct primary supplier to the parents and students of those ancillary services and will indemnify and hold harmless the

School for any liability resulting from them. All terms and conditions for these programs, including financial terms, operating procedures, and ownership, shall be subject to Board review and approval.

20. School-Site Identification

Service Provider shall coordinate with the Board for the purpose of identifying CharterSchoolCorp's school-site and facilities needs from year-to-year. Service Provider shall assist the Board in identifying potential new school sites and potential expansion of existing sites and facilities. Service Provider may identify and solicit investors to acquire and/or develop school sites and facilities for lease or use by CharterSchoolCorp. Where such investors are related to Service Provider or its principals, such relationship will be disclosed to the Board. At the Board's request, Service Provider shall recommend qualified professionals, who the Board may retain, in the fields of school design, architecture, and engineering, as well as professionals in the areas of development and construction, for the expansion, design, development, and/or construction of new and/or existing school sites.

21. Systems Development

Service Provider will identify and develop a school information system to be used in connection with the administration and reporting system for the School. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services. All such systems must be reviewed and approved by the Board.

TERM OF AGREEMENT

22. Initial Term

Unless otherwise terminated as provided in Section 24, the term of this Agreement shall be five (5) years, commencing July 1, 2016 through June 30, 2021 ("Initial Term"), except as otherwise set forth for any specific school on Exhibit B or C. The Commencement Date shall be deemed to be July 1 of the initial year of the Agreement, although the parties recognize that Service Provider has provided services to the Board in connection with the School and Charter before this date.

At the conclusion of the final term of this Agreement, CharterSchoolCorp shall have the option to renew this contract with Service Provider.

23. Renewal

At the expiration of the Initial Term, or any Renewal Term thereafter, this Agreement shall be renewed for an additional Renewal Term of five (5) years unless terminated by the Board pursuant to Section

24. Service Provider agrees to renew this Agreement at CharterSchoolCorp's option on the then-current terms and conditions unless there has been an uncured material breach hereunder by CharterSchoolCorp, after 60 days written notice of such breach and demand for cure.

24. Termination

- A. In the event of a breach of this Agreement by either party, the non-breaching party shall give the other party written notice of such breach and sixty (60) days to cure such breach. "Breach" shall be defined as a material breach of this Agreement by Service Provider or CharterSchoolCorp; the failure of Service Provider to provide educational support and related services sufficient to operate the School in a manner that complies with the standards of the Sponsor; any debarment of or similar action against Service Provider by any governmental entity; or any action or conduct by Service Provider or its principals that may bring disrepute to the School or Board (e.g., any arrest or conviction for a crime of moral turpitude or any felony) or that may endanger or materially lessen the health, safety or welfare of students. If the Sponsor terminates or materially changes the Charter, either CharterSchoolCorp or Service Provider may upon thirty (30) days written notice terminate this Agreement without penalty or liability of any kind to either party.
- B. If the Sponsor materially changes a part of the Charter, the CharterSchoolCorp or Service Provider may upon thirty (30) days written notice terminate any corresponding part of this Agreement without penalty or liability of any kind to either party.
- C. Termination rights established in this section 24 shall apply equally to each school listed on Exhibit B and C. CharterSchoolCorp may terminate this Agreement in its entirety, for any individual school, or for any number of Schools listed on Exhibit B and C.
- D. Either party may terminate this Agreement, in its entirety or for any individual school or group of schools in Exhibit B and C, at any time and for any reason, and without cause, upon providing the other party 90 days' written notice of termination. In the event of termination of this Agreement, in whole or in part, for any reason, the compensation to be paid by CharterSchoolCorp to Service Provider under this Agreement shall be pro-rated.

COMPENSATION

25. Service Fee

CharterSchoolCorp shall pay Service Provider a “Service Fee” of four hundred fifty dollars (\$450) per student Full Time Equivalent (FTE) per annum during the term of this Agreement, unless terminated, provided CharterSchoolCorp receives such funds. The Service Fee shall be payable in equal monthly installments, provided that CharterSchoolCorp shall have no obligation to pay such Service Fee before receiving its FTE funding from the Sponsor or the State of Florida, in which event the monthly installments shall accrue until funding is received. The Service Fee may be adjusted annually at each anniversary of this Agreement based on the change in the prior year’s Consumer Price Index or on the basis of the year to year percentage change in the per student Full Time Equivalent (FTE) funding provided to the school under the law, whichever is less, but in no event shall any adjustment reduce the Service Fee below the initial level of four hundred fifty dollars (\$450) per student FTE per annum as stated above. Service Provider, in its discretion, may waive any annual adjustment and, upon request, will provide such documentation as may be reasonably requested by CharterSchoolCorp to support any waiver of an annual adjustment.

26. Additional Services

Service Provider may provide additional services not covered under this Agreement as requested and approved the Board in writing. This may include services that are not within the regular course of running the School, including but not limited to special projects, litigation coordination, and land use coordination. Such projects may include the engagement, upon written approval and at the expense of CharterSchoolCorp, of other professionals or consultants who may be independent from Service Provider or part of Service Provider’s network of consulting professionals.

27. Reimbursement of Costs

Service Provider may be reimbursed for actual costs incurred in connection with travel, lodging, and food, attending required conferences and other events on behalf of the School, provided that the Board shall give prior written approval for such cost.

28. Incurred Expenses

Pursuant to the agreement of the Board and Service Provider, Service Provider, in its discretion, may defer some or all of the service fees and/or costs for additional services and/or reimbursements due hereunder from one fiscal year to the next, which will be duly noted in the schools financial records.

OTHER MATTERS

29. Conflicts of Interest

No officer, shareholder, employee or director of Service Provider may serve on the Board. Service Provider will comply with the Conflicts of Interest rules set out in the Charter. In addition, if there exists some relationship between Service Provider, its officers, directors or principals and any other person or entity providing goods or services to the School, Service Provider shall disclose the relationship to the Board.

30. Insurance and Indemnification

Service Provider shall carry liability insurance and indemnify the School for acts or omissions of Service Provider, its officers, directors, employees, agents, or assigns. Service Provider agrees to provide, upon request of the Board, certificates evidencing such insurance and naming CharterSchoolCorp, and its Board as additional insured. In the event CharterSchoolCorp and/or School shall, without fault on its part, be made a party to any litigation commenced by or against Service Provider, whether founded in tort, contract, or otherwise, then Service Provider shall protect and hold CharterSchoolCorp and/or School, as applicable, harmless and shall pay all costs, expenses, and attorney's fees incurred by School in connection with such litigation including any appeals. CharterSchoolCorp and School shall carry liability insurance and indemnify the Service Provider for acts or omissions of CharterSchoolCorp and School, its officers, directors, employees, agents, or assigns. School agrees to provide, upon request of the Service Provider, certificates evidencing such insurance and naming Service Provider as additional insured. In the event Service Provider shall, without fault on its part, be made a party to any litigation commenced by or against School, whether founded in tort, contract, or otherwise, then School shall protect and hold Service Provider harmless and shall pay all costs, expenses, and attorney's fees incurred by Service Provider in connection with such litigation including any appeals.

Notwithstanding the above, nothing in this provision shall operate to release either the Service Provider or the School from its own affirmative duties with respect to this Agreement, and neither party is obligated to indemnify the other party for the other party's wrongful or tortious conduct. Notwithstanding any other term in this Agreement, this Agreement and all provisions contained herein shall be subject to and governed by Section 768.28, Florida Statutes, as amended, and by the School's rights and protections under that statute.

31. Miscellaneous

(1) Neither party shall be considered in default of this Agreement if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

(2) This Agreement shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing, and said written modification(s) shall be executed by both parties. Any amendment to this Agreement shall require approval of the Board.

(3) Neither party shall assign this Agreement without the written consent of the other party;

(4) No waiver of any provision or default under this Agreement shall be deemed or shall constitute a waiver of any other provision or default unless expressly stated in writing.

(5) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement and all such provisions shall remain in full force and effect.

(6) This Agreement is not intended to create any rights of a third party beneficiary.

(7) This Agreement is made and entered into in the State of Florida and shall be interpreted according to and governed by the laws of that state, without regard to its conflicts of laws rules. Any action arising from this Agreement, shall be brought in a court in Miami-Dade County, Florida.

(8) In the event of a dispute arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs.

(9) Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

Service Provider
6340 Sunset Drive
Miami, Florida 33143

Somerset Academy Inc.
20801 Johnson Street
Pembroke Pines, FL
Attn: President

(10) The headings in the Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.


(11) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

(12) Each of the persons executing this Agreement warrants that such person has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

THIS AGREEMENT was approved at a meeting of the Board of Directors of Somerset Academy Inc. held on the _____ day of _____ 2016. At that meeting, the undersigned Director or officer of CharterSchoolCorp was authorized by the Board to execute a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

SOMERSET ACADEMY INC

By: 
Lourdes Isla Marrero, Governing Board Chair

Date: 6/20/2016

ACADEMICA DADE LLC
ACADEMICA BROWARD LLC
By: 
Fernando Zulueta, Authorized Signor

Date: 6/20/2016

Disclosure Verification and Affirmation of Fulfillment of Board Requirements

I recognize that all information submitted with this disclosure form or gathered by Miami-Dade County Public Schools as a result of this disclosure becomes a matter of public record, subject by law to disclosure upon request to members of the general public. I will hold Miami-Dade County Public Schools, its School Board, staff, employees or authorized agents harmless from liability for the disclosure of any information it reasonably believes is true based upon my representations or resulting from this process.

I understand that if I am appointed, I will be required to comply with all governing board requirements as stipulated in Florida Statutes Section 1002.33 and as stipulated in the charter school contract. Governing board requirements include, but are not limited to:

1. annually adopting and maintaining an operating budget and submitting it to Sponsor by designated timeline (F.S. Section 1022.33(9)(h));
2. exercising continuing oversight over the charter school's operations (F.S. Section 1022.33(9)(i));
3. ensuring that the charter school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to s. 1002.345(2) (F.S. Section 1022.33(9)(j)(1));
4. reviewing and approving the audit report, including audit findings and recommendations for the financial recovery plan, if any; (F.S. Section 1022.33(9)(j)(2));
5. monitoring a financial recovery plan, if any, in order to ensure compliance (F.S. Section 1022.33(9)(j)(3)(b));
6. participating in governance training approved by the Florida Department of Education which must include government in the sunshine, conflicts of interest, ethics, and financial responsibility (F.S. Section 1022.33(9)(j)(4)) and SBE Rule 6A-6.0784;
7. reporting the progress of the charter school annually to its sponsor (F.S. Section 1022.33(9)(k));
8. appearing before the sponsor or the sponsor's staff at least once a year to present information concerning each contract component having noted deficiencies if the charter school receives a school grade of "D" under s. 1008.34(2) (F.S. Section 1022.33(9)(n));
9. submitting to the sponsor for approval a school improvement plan to raise student achievement and to implement the plan (Contract Section III, C);
10. adopting policies establishing standards of ethical conduct for instructional personnel and school administrators. The policies must require all instructional personnel and school administrators, as defined in s. 1012.01, to complete training on the standards; establish the duty of instructional personnel and school administrators to report, and procedures for reporting, alleged misconduct by other instructional personnel and school administrators which affects the health, safety, or welfare of a student; and include an explanation of the liability protections provided under ss. 39.203 and 768.095. (F.S. Section 1022.33(12)(g)(3));
11. complying with Florida Code of Ethics for Public Officers and Employees and Sponsor's ethics rules (Contract Section I, B, (19)); (Chapter 6B-1.001, Code of Ethics of the Education Profession in Florida, and Chapter 6B-1.006, Principles of Professional Conduct for the Education Profession in Florida);
12. defining and refining policies regarding educational philosophy, and overseeing assessment and accountability procedures to assure that the school's student performance standards are met or exceeded (Contract Section VI, C);
13. ensuring that before employing instructional personnel or school administrators in any position that requires direct contact with students, the charter school conducts employment history checks of each of the personnel's or administrators' previous employers, screen the

Exhibit A

14. instructional personnel or school administrators through use of the educator screening tools described in s. 1001.10(5), and document the findings (F.S. Section 1022.33(12)(g)(4));
15. not appointing, employing, promoting, or advancing or advocating advancement in or to a position in the charter school of someone who is a relative (F.S. Section 1022.33(24)(b));
16. being subject to Florida Statutes Sections 112.313(2), (3), (7), and (12) and 112.3143(3) relating to standards of conduct for public officers and voting conflicts (F.S. Section 1022.33(25)(a));
17. complying with and following the provisions of the school's corporate by-laws (Contract Section II, C (21));
18. being accountable to the school's students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluating, and reporting (Contract Section VI, E);
19. being fingerprinted by the Sponsor within thirty (30) days of appointment to the governing board (Contract Section VI, G);
20. acting as the school's fiscal agent and being involved from the inception in administrative functions, pursuant to such rules and policies as are developed by the governing board (Contract Section VI, G);
21. not being an employee of the school while a member of the governing body (Contract Section VI, L);
22. not receiving compensation, directly or indirectly, from the school's operations, including but not limited to grant funds (Contract Section VI, M);
23. ensuring that governing board meetings take place locally and in a physical location and facility that is easily accessible to the school's parents, students and employees, are publicized in advance to the school community and are open to the public pursuant to Fla. Stat. § 286.011 (the Sunshine Law) (Contract Section VI, O);
24. ensuring that notices of all governing board meetings are posted at the School, at the location of the meeting, and at the M-DCPS Citizen Information Center at least five (5) days prior to the meeting (Contract Section VI, R);
25. not permitting employees of the management company, if any, nor members of the management company's employees' families, as defined in School Board Rule 6Gx13-4A-1.18, Assignment – Members of the Same Family, to be members of the School's governing board or serve as officers of the Corporation (Contract Section VII, C);
26. striving affirmatively to provide equal opportunity in employment (Contract Section VIII, A, 2).
27. complying with the requirements of Section 1002.33 (24), Florida Statutes regarding the prohibition of the appointment or employment to a position in a charter school if such appointment or employment has been advocated by personnel who exercise control or authority over the charter school and who is a relative of the individual or if such appointment or employment is made by the governing board of which a relative of the individual is a member.

I understand that it is my obligation to notify the Charter School and Charter School Operations for Miami-Dade County Public Schools should any information provided change. I also affirm awareness of all governing board requirements as stipulated above, in Florida Statutes Section 1002.33 and as stipulated in the charter school contract and promise to fulfill them.

My signature below certifies that all information provided in this disclosure is true and complete.

Signature

Date



SCHOOL NAME	LOCATION CODE	TERM LENGTH	COMMENCEMENT DATE	EXPIRATION DATE	COUNTY
Somerset Academy (Miami-Dade)	0520	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy Middle School (Miami-Dade)	6004	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy (Silver Palms)	0332	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy High School (Miami-Dade)	7042	5 years	July 1, 2016	June 30, 2021	Dade
Somerset City Arts Academy	2012	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy South Miami Elementary School	2007	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy South Miami Middle School	6053	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy Charter Elementary School (South Homestead)	0339	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy Charter Middle School (South Homestead)	6013	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy Charter High School (South Homestead)	7034	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy Gables (f/k/a Somerset Academy Grace)	5008	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy Silver Palms at Princeton (f/k/a Somerset Preparatory Academy at Silver Palms)	4012	5 years	July 1, 2016	June 30, 2021	Dade

Somerset Oaks Academy	3033	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy Bay	5062	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Academy Bay Middle School	6128	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Preparatory Academy Sunset	5002	5 years	July 1, 2016	June 30, 2021	Dade
Somerset Palms Academy	TBD	3 years	July 1, 2018	June 30, 2021	Dade
Somerset Academy Kendall	TBD	3 years	July 1, 2018	June 30, 2021	Dade

SCHOOL NAME	LOCATION CODE	TERM	COMMENCEMENT DATE	EXPIRATION DATE	County
BROWARD COUNTY					
Somerset Academy	5141	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Middle School	5151	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy High School	5221	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Arts Conservatory	5396	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy (Miramar Campus)	5405	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Middle School (Miramar Campus)	5406	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy High School (Miramar Campus)	5007	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Neighborhood School	5021	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy (Davie)	5211	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy East Preparatory	5391	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Village	5002	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Village Charter Middle School	5004	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Pines Academy (St. Elizabeth)	5030	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Preparatory Charter Middle School	5441	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Preparatory Academy Charter School at North Lauderdale	5003	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Preparatory Academy Charter High School at North Lauderdale	5006	5 years	July 1, 2016	June 30, 2021	Broward

Somerset Academy Pompano	5388	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Miramar South	5054	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Riverside Charter School (f/k/a Somerset Academy Hollywood)	5387	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Riverside Charter Middle School (f/k/a Somerset Academy Hollywood Middle School)	5419	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Key Middle School (f/k/a Somerset Academy Pompano Middle)	5413	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Key Charter High School	5224	5 years	July 1, 2016	June 30, 2021	Broward
Somerset Academy Elementary South f/k/a Somerset Academy Beach	TBD	3 years	July 1, 2017	June 30, 2021	Broward
PALM BEACH COUNTY					
Somerset Academy Boca	3413	5 years	July 1, 2016	June 30, 2021	Palm Beach
Somerset Academy Boca Middle	4041	5 years	July 1, 2016	June 30, 2021	Palm Beach
Somerset Academy Canyons Middle School	4012	5 years	July 1, 2016	June 30, 2021	Palm Beach
Somerset Academy Canyons High School	4013	5 years	July 1, 2016	June 30, 2021	Palm Beach

Somerset Academy Lakes Charter School	4091	5 years	July 1, 2016	June 30, 2021	Palm Beach
Somerset Academy JFK Charter School	3395	4 ½ years	January 1, 2017	June 30, 2021	Palm Beach
DUVAL COUNTY					
Somerset Academy (Eagle Campus)	1251	5 years	July 1, 2016	June 30, 2021	Duval
Somerset Academy Charter Middle School (Eagle Campus)	1261	5 years	July 1, 2016	June 30, 2021	Duval
Somerset Preparatory Academy	5501	5 years	July 1, 2016	June 30, 2021	Duval
ST. LUCIE COUNTY					
Assignment and Consent Approval Dates:					
CPATC, Inc – <i>August 1, 2013</i> ; School Board – <i>May 27, 2014</i> ; Somerset Inc. – <i>September 26, 2013 and July 22, 2014</i>					
Somerset College Preparatory Academy of the Treasure Coast	0712	5 years	July 1, 2016	June 30, 2021	St. Lucie
Somerset Academy St. Lucie	0703	4 years	July 1, 2017	June 30, 2021	St. Lucie

Desegregation Plan 2018-2028

Vision and Goals

Somerset Academy West Vero is developing this strategic and long-term **Desegregation Plan** in order to promote diversity within the school. The goal of implementing the **Desegregation Plan** is to achieve a racial/ethnic balance reflective of the school district in which the school operates, through effective marketing activities and staff recruitment efforts. Through implementation of this plan, Somerset Academy West Vero will provide a welcoming environment to a diverse community of students, staff, parents, and teachers, so that they can work together toward the common goal of providing the best educational environment for all students.

Diversity & Ethnic Groups

To determine the type of ethnic diversity the school will seek to achieve, we looked at the diversity of the State of Florida and Indian River County and identified the composition as follows, only data above 5% has been reported here (taken from the FLDOE Education Information Portal). Also reported here is the ethnic make-up of Somerset Academy Schools. As reported, Somerset Schools have a higher percentage of minority students than both the State of Florida and Indian River County.

Ethnic Groups	State of Florida	Indian River County	Somerset Academy Schools
White	38%	55%	14%
Black	22%	17%	27%
Hispanic	38%	23%	58%

According to the National Center for Education Statistics, teacher diversity is not representative of the student population across the country as seen below:

<https://sites.ed.gov/whieea/files/2014/01/Resource-Slides.pdf>

	White	Black	Hispanic
Teachers	82%	7%	8%
Male Teachers	13%	2%	2%
Students	50%	15%	26%

Somerset Academy West Vero is cognizant of these facts and will execute the plan herein to achieve the desired ethnic balance.

Initiatives and Objectives

This **Desegregation Plan** includes specific strategies for implementation and will serve as a guide to assist Somerset Academy West Vero in focusing on the priorities and strategies for developing, implementing, and monitoring diversity initiatives. The following are the initiatives/objectives to be launched and are in line with the *Green* factors:

- I. Student Assignment:
 - A. Marketing and Recruitment Procedures
 - B. Diversity by Design
- II. Minority Student Achievement
 - A. Closing the Achievement Gap
 - B. Programming
- III. Faculty Assignment:
 - A. Recruitment Efforts
 - B. Hiring Ratio
- IV. Staff Assignment:
 - A. Opportunities for Diversified Positions & Staff Development
 - B. Recruitment Efforts to Diversify the Governing Board and School Advisory Council
- V. Transportation: NA
- VI. Extracurricular Activities: NA
- VII. Facilities:
 - A. School Site Location
 - B. District Collaboration

Strategies, Actions, Inputs, Outputs, Outcomes, Indicators

- I. Student Assignment:
 - A. Marketing and Promotion Efforts:
 - a. Somerset Academy West Vero will identify a Community Organizer/Liaison who, together with the school administration will execute a Community Outreach Plan that will prioritize recruitment from the local community that supports the school's plan to increase student diversity
 - b. The Community Organizer/Liaison will reach out to local predominantly minority attended churches, VPK and Pre-K programs to promote the school through the distribution of flyers, posters, hosting informational meetings etc.
 - c. The school will provide recruitment materials in Spanish and Creole when necessary and will provide a translator to help with student's enrollment forms.
 - B. Diversity by Design:
 - a. Somerset West Vero will use Diversity by Design techniques to achieve the enrollment percentages that are representative of the district as a whole and will use the Diverse Charter Schools Coalition as a resource to achieve this goal.
 - b. The school will annually monitor the number of applications received during the enrollment period to gauge whether recruitment efforts to increase the number of minority students has been effective.
- II. Minority Student Achievement
 - A. Closing the Achievement Gap: Somerset Academy West Vero set a goal to reduce the achievement gap in the application as follows:
 - i. The Indian River County School District's desegregation order requires that the district work to close the achievement gap between African American and White students. A detailed analysis revealed that achievement gaps exists between these two subgroups which will be addressed by the school through the curriculum, staff development, staff hiring/recruitment efforts and global school culture.

The chart below shows gaps not only exist between African American and Whites students, but between all subgroups. In the chart, the largest achievement gaps are highlighted in yellow and the gaps where Indian River has a lower gap than the State of Florida are indicated in green.

All Statistics are taken from the FLDOE Information Portal:

https://edstats.fldoe.org/SASStoredProcess/do?_action=form,properties,execute,nobanner&&_program=%2FARM%2FPERA%2FEIAS%2FSTRATEGIC+PLAN%2FSTORED+PROCESSES%2FAssessments+Gap

Numbers Represent Percentage of Achievement Gap					
ELA	Black/White	Hispanic/White	SES	ESE	ELL
State	29	16	27	38	32
Indian River	33	9	30	39	34
difference	-4	7	-3	-1	-2
MATH	Black/White	Hispanic/White	SES	ESE	ELL
State	29	15	23	33	21
Indian River	33	15	24	36	19
difference	-4	0	-1	-3	2
SCIENCE	Black/White	Hispanic/White	SES	ESE	ELL
State	32	18	25	35	35
Indian River	39	22	30	38	40
difference	-7	-4	-5	-3	-5
SCIENCE	Black/White	Hispanic/White	SES	ESE	ELL
State	26	15	20	34	36
Indian River	28	19	26	37	48
difference	-2	-4	-6	-3	-12

Goals: In all but two areas, Indian River has a higher achievement gap than the State of Florida. The largest difference between the State and District exist in Science ELL and non-ELL students. The goal of SAWV is to reduce these gaps within the school population resulting in a lower than state average achievement gap for students attending the Somerset program. Using these numbers, a 3% decrease would reduce all gaps within 4 years; however, data specific to students enrolled in SAWV will need to be used to set these goals.

B. Programming:

- i. Exceptional Student Education & ESOL: Special attention will be paid to addressing the needs of minority students and their representation in the areas of ESE and/or ESOL. Somerset Academy West Vero will develop an action plan in the event that the numbers of minority students enrolled in ESE programs exceeds the state and district averages.
- ii. Global Competency Program: Somerset Academy West Vero incorporated a Global Competency Matrix into the charter to facilitate social tolerance and understanding.
- iii. Multicultural Events: The school will host events and activities that promote multicultural diversity and cultural awareness such as Hispanic Heritage Month, Black History Month, and the Chinese New Year.

- III. Faculty Assignment:
 - A. Hiring Ratio: Somerset Academy West Vero will make a significant effort to recruit and hire teachers to be in line with the ratio of minority students in the student population.
 - B. Recruitment Efforts: To accomplish the above mentioned ration, the following strategies may be used:
 - i. “Word of mouth” recruitment by current staff members;
 - ii. Attending recruitment fairs at historically black colleges in Florida and neighboring states;
 - iii. Utilize a variety of professional hiring resources.
- IV. Staff Assignment:
 - A. Opportunities for Diversified Positions & Staff Development
 - i. Somerset Academy West Vero will provide opportunities for minority employees to fill not only teaching positions, but administrative positions as well.
 - ii. Annually a staff development plan will be generated that includes diversity in the workplace training, educating minority students, understanding varying cultures, etc.
 - B. Recruitment Efforts to Diversity the Governing Board and School Advisory Counsel
 - i. Somerset Academy, Inc. is working to recruit a more diverse Board of Directors.
 - ii. Somerset Academy West Vero’s School Advisory Committee (EESAC) will have a composition that is reflective of the school’s ethnic population.
- V. Transportation:
 - A. The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within 2 -6 miles, and may provide additional transportation as needed.
- VI. Extracurricular Activities: NA
- VII. Facilities:
 - A. School Site Location: Somerset Academy West Vero has completed a detailed analysis of the surrounding schools and communities. Many of the surrounding schools are not ethnically diverse and we believe that using the approaches set forth in this plan will provide new opportunities to create a culture of diversity.



SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
Capital Project Revenues & Other Financing Sources
Projections for Fiscal Year 2018-2022



Revenues & Other Financing Sources		2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	Total	Notes
1	Property Taxes	\$27,041,817	\$28,517,904	\$29,971,728	\$31,417,200	\$32,839,632	\$149,788,281	1) Updated property growth based on most recent projections. 1.50 mills by Legislature
2	PECO - New Construction	0	0	0	0	0	\$0	
3	PECO - Maintenance	316,196	306,030	306,030	306,030	306,030	\$1,540,316	PECO Maintenance funding estimate
4	State Charter School Capital Outlay	1,212,914	432,756	432,756	432,756	432,756	\$2,943,938	Charter School Capital Outlay set yearly by Legislature
5	CO & DS	110,013	110,013	110,013	110,013	110,013	\$550,065	Projections based on 5 year capital plan information FLDOE
6	Interest	32,158	32,158	32,158	32,158	32,158	\$160,790	Estimated interest
7	Other	9,005	9,005	9,005	9,005	9,005	\$45,025	State Fuel Tax Revenue
8	2016B Certificates of Participation	0	0	0	0	0	\$0	
9	Transfer In: From General Fund	0	0	0	0	0	\$0	
10	Impact Fees	1,100,000	0	0	0	0	\$1,100,000	Impact Fees
11	Reallocation of Prior Year Revenue	0	0	0	0	0	\$0	
12	Total Revenues & Other Financing Sources	\$29,822,103	\$29,407,866	\$30,861,690	\$32,307,162	\$33,729,594	\$156,128,415	
13	Transfer to General Fund	\$3,800,000	\$3,500,000	\$3,500,000	\$3,500,000	\$3,500,000	17,800,000	General Fund Maintenance
14	Transfer to Charter School Capital Outlay	\$1,212,914	\$1,880,460	\$1,880,460	\$1,880,460	\$1,880,460	8,734,754	State CSCO and Local CSCO 1.5 Millage
							0	
	Debt Service						0	
15	QSCB Debt Service	\$1,300,125	\$1,300,125	\$1,300,125	\$1,300,125	\$1,300,125	6,500,625	Debt Service for VBE, TCE, Fellsmere QSCB net of the credit for Federal Subsidy.
16	COP Debt Service (Existing COP)	\$10,065,590	\$10,070,590	\$10,063,840	\$10,065,090	\$10,068,090	50,333,200	Current Debt Service on 2014A Refunding, 2007 and 2016A&B COPs
17	Total Debt Service Reduced By Federal Subsidy	\$11,365,715	\$11,370,715	\$11,363,965	\$11,365,215	\$11,368,215	56,833,825	
							0	
18	Net Remaining Funding Sources before On-Going Commitments & Projects	\$13,443,474	\$12,656,691	\$14,117,265	\$15,561,487	\$16,980,919	72,759,836	
							0	
19	On-going Commitments	\$12,343,474	\$12,656,691	\$14,117,265	\$15,561,487	\$16,980,919	71,659,836	Maintenance, modernizations, ET and other equipment, relocatables, safety, security and environmental, and school buses and other vehicles
20	Project Commitments Restricted Funds	\$1,100,000	\$0	\$0	\$0	\$0	1,100,000	Impact Fees
21	Net Remaining Funding Sources after On-Going Commitments & Projects	\$0	\$0	\$0	\$0	\$0	\$0	
22	Property Tax Revenue Projection %	6.23%	5.46%	5.10%	4.82%	4.53%		
23	Value of 1 mill	\$18,027,878	\$19,011,936	\$19,981,152	\$20,944,800	\$20,944,800		
24	Millage Used for COP Debt Service	0.63	0.60	0.57	0.54	0.54		Within Board approved self-imposed debt limit of 1 mill
30	Millage Used for COP Debt Service Excluding Credit for Federal Subsidy	0.71	0.67	0.64	0.61	0.47		Within Board approved self-imposed debt limit of 1 mill
31	COP Debt Service as % Millage Revenue	42.03%	39.87%	37.92%	36.18%	36.18%		Within F.S. 1011.71 limit of 75% of levy
32	COP Debt Service as % Millage Revenue Excluding Credit for Federal Subsidy	47.29%	44.86%	42.66%	40.72%	40.70%		Within F.S. 1011.71 limit of 75% of levy
33	Outstanding COP End of FY	\$78,315,742	\$70,213,372	\$61,771,002	\$52,963,632	\$52,963,632		

**Available Revenue for Planning Document
2018-19 Thru 2022-23**

Fiscal Year	2018-19	2019-20	2020-21	2021-22	2022-23
Property Taxes (July 31, 2018 Ad Valorem Estimate)	\$ 27,041,817.00	\$ 28,517,904.00	\$ 29,971,728.00	\$ 31,417,200.00	\$ 32,839,632.00
PECO Maintenance	\$ 316,196.00	\$ 306,030.00	\$ 306,030.00	\$ 306,030.00	\$ 306,030.00
State Charter School Capital Outlay	\$ 1,212,914.00	\$ 432,756.00	\$ 432,756.00	\$ 432,756.00	\$ 432,756.00
Transfer from General Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Impact Fees	\$ 1,100,000.00	\$ -	\$ -	\$ -	\$ -
CO&DS	\$ 110,013.00	\$ 110,013.00	\$ 110,013.00	\$ 110,013.00	\$ 110,013.00
Interest	\$ 32,158.00	\$ 32,158.00	\$ 32,158.00	\$ 32,158.00	\$ 32,158.00
Other	\$ 9,005.00	\$ 9,005.00	\$ 9,005.00	\$ 9,005.00	\$ 9,005.00
TOTAL RENVENUE	\$ 29,822,103.00	\$ 29,407,866.00	\$ 30,861,690.00	\$ 32,307,162.00	\$ 33,729,594.00
Debt Service	\$ 11,365,715.00	\$ 11,370,715.00	\$ 11,363,965.00	\$ 11,365,215.00	\$ 11,368,215.00
Charter School Funding	\$ 1,212,914.00	\$ 1,880,460.00	\$ 1,880,460.00	\$ 1,880,460.00	\$ 1,880,460.00
Capital Transfer	\$ 3,800,000.00	\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00
Portable Leasing	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00
Buses	\$ 1,050,000.00	\$ 1,050,000.00	\$ 1,050,000.00	\$ 1,050,000.00	\$ 1,050,000.00
TOTAL RECURRING EXPENDITURES	\$ 17,828,629.00	\$ 18,201,175.00	\$ 18,194,425.00	\$ 18,195,675.00	\$ 18,198,675.00
Impact Fees - Restricted Funds for Future Use	\$ 1,100,000.00	\$ -	\$ -	\$ -	\$ -
	\$ 1,100,000.00	\$ -	\$ -	\$ -	\$ -
AVAILABLE FUNDS FOR PLANNING DOCUMENT	\$ 10,893,474.00	\$ 11,206,691.00	\$ 12,667,265.00	\$ 14,111,487.00	\$ 15,530,919.00

2018-19 THRU 2022-23 - 5 YEAR PLAN CAPITAL PROJECTS											
TOTAL ESTIMATED FUNDS AVAILABLE							\$10,893,474	\$11,206,691	\$12,667,265	\$14,111,487	\$15,530,919
School	Determined Need	Estimated Budget	Code	Note	Total Budgeted 2018-19 Thru 2022-	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	
Treasure Coast Technical College	HVAC/Lighting Renovation	\$650,000.00			\$ 650,000.00				\$650,000.00		
Beechland	Replace Classroom Sinks/Cabinets	\$100,000.00			\$ 100,000.00		\$100,000.00				
	Floor Tile 300/500/600/700/Music Room	\$300,000.00			\$ 300,000.00		\$300,000.00				
	BAS Conversion to Metatays	\$350,000.00			\$ 350,000.00				\$350,000.00		
	Replace Door Frames	\$120,000.00			\$ 120,000.00					\$120,000.00	
Citrus	Replace Classroom Sinks/Cabinets	\$50,000.00			\$ 50,000.00		\$50,000.00				
	Air Handler Replacements	\$1,000,000.00			\$ 1,000,000.00				\$1,000,000.00		
	Fire Alarm Upgrade of Simplex 4100ES	\$100,000.00			\$ 100,000.00		\$100,000.00				
	Carpet to Tile	\$200,000.00			\$ 200,000.00		\$200,000.00				
	Replace DX AHU's with Chilled Water	\$250,000.00			\$ 250,000.00		\$250,000.00				
Districtwide	White Fleet Replacement	\$50,000.00			\$ 50,000.00	\$50,000.00	\$100,000.00	\$200,000.00		\$200,000.00	
Districtwide	Furniture & Equipment (FF&E)	\$1,250,000.00			\$ 1,250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	
Districtwide	Emergency Power/Transfer Switches	\$250,000.00	HPPA 110		\$ 250,000.00		\$250,000.00				
Districtwide	Performing Arts Allocation District Wide	\$150,000.00			\$ 150,000.00	\$25,000.00	\$50,000.00	\$25,000.00		\$50,000.00	
Districtwide	SECURITY ENHANCEMENTS	\$1,557,000.00		Districtwide needs per Assumptions	\$ 1,557,000.00	\$1,557,000.00					
Dodgertown	Roof replacement	\$250,000.00	H7k		\$ 250,000.00	\$250,000.00					
	Replace Classroom Sinks/Cabinets	\$100,000.00			\$ 100,000.00		\$100,000.00				
	Security Alarms and Cameras	\$125,000.00			\$ 125,000.00		\$125,000.00				
	Fire Alarm Upgrade of Simplex 4100	\$75,000.00			\$ 75,000.00		\$75,000.00				
	Kal Wall Replacement	\$357,816.00	H7k		\$ 357,816.00		\$357,816.00				
	Extend Walkway Covers & Benches - Bus/Parent Loops	\$75,000.00			\$ 75,000.00					\$75,000.00	
Feltsmere Elementary	Air Handler Replacements	\$1,000,000.00			\$ 1,000,000.00				\$1,000,000.00		
	Fire Alarm Upgrade of Simplex 4100ES	\$100,000.00			\$ 100,000.00			\$100,000.00			
	Roof replacement	\$375,862.00	H7k		\$ 375,862.00			\$375,862.00			
	Gang Restroom Renovations	\$200,000.00			\$ 200,000.00			\$200,000.00			
	BAS Conversion to Metatays	\$150,000.00			\$ 150,000.00					\$150,000.00	
	Marquee Sign	\$60,000.00			\$ 60,000.00		\$60,000.00				
Glendale	Fire Alarm Upgrade of Simplex 4020	\$100,000.00			\$ 100,000.00	\$100,000.00					
	Cafeteria Expansion/Renovation	\$3,022,426.00			\$ 3,022,426.00			\$205,221.00	\$2,817,205.00		
Gifford Middle	1300 Boys and Girls Restroom ADA Toilets	\$50,000.00			\$ 50,000.00		\$50,000.00				
	900 Wing Teacher Bathroom ADA Upgrade	\$35,000.00			\$ 35,000.00		\$35,000.00				
	Air Handler and Controls Renovation	\$2,000,000.00			\$ 2,000,000.00				\$2,000,000.00		
	Sod/Bricks 200, 300, 400 Wings	\$30,000.00			\$ 30,000.00		\$30,000.00				
	Roof replacement	\$480,000.00	H7k		\$ 480,000.00			\$480,000.00			
	Kal Wall Replacement	\$2,193,494.00			\$ 2,193,494.00		\$600,000.00	\$1,593,494.00			
	VCT to Tile	\$238,000.00			\$ 238,000.00					\$238,000.00	
	Window Replacement - 1300 Wing	\$70,000.00			\$ 70,000.00		\$70,000.00				
Indian River Academy	Chiller#1 Serial#U01F00994-YR2001	\$200,000.00			\$ 200,000.00		\$200,000.00				
	Air Handler Replacements	\$900,000.00			\$ 900,000.00				\$900,000.00		
	Exterior Walk-in Freezer	\$75,000.00			\$ 75,000.00		\$75,000.00				
	Gang Restroom Renovations	\$200,000.00			\$ 200,000.00			\$200,000.00			
Liberty Magnet	Roof replacement	\$197,440.00			\$ 197,440.00		\$197,440.00				
	Tile Admin/Cafe/Media Rooms	\$242,840.00			\$ 242,840.00				\$242,840.00		
	Fire Alarm Upgrade of Simplex 4100	\$50,000.00			\$ 50,000.00		\$50,000.00				
	Replace Chillers, Tanks, and Pumps	\$566,246.00			\$ 566,246.00			\$566,246.00			
Osceola	Chiller#1 Serial#U03J02133 YR 2003/Chiller#2 Serial#U03J02134 YR 2003	\$600,000.00			\$ 600,000.00		\$600,000.00				
	Fire Alarm Upgrade of Simplex 4020	\$100,000.00			\$ 100,000.00		\$100,000.00				
	Roof replacement	\$876,000.00	H7k		\$ 876,000.00	\$260,000.00		\$616,000.00			
	BAS Conversion to Metatays	\$150,000.00			\$ 150,000.00					\$150,000.00	
	Lighting in Courtyard/Hallways	\$50,000.00			\$ 50,000.00					\$50,000.00	
	Renovate Staff Restrooms	\$275,000.00			\$ 275,000.00					\$275,000.00	
	Resurface / Repaint Hardcourt	\$60,000.00	H7k		\$ 60,000.00					\$60,000.00	

	A	B	C	D	E	F	G	H	I	J	K
3	School	Determined Need	Estimated Budget	Code	Note	Total Budgeted 2018-19 Thru 2022-	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
56	Ostio Middle	PE Locker Room Project	\$250,886.00		Broken lockers / line of sight	\$ 250,886.00	\$250,886.00				
57		Firewalls in 200, 700, 800 wings	\$300,000.00			\$ 300,000.00				\$300,000.00	
58		Painting Building Exterior	\$500,000.00			\$ 500,000.00			\$500,000.00		
59		Carpet to Tile Campus Wide	\$206,000.00			\$ 206,000.00		\$206,000.00			
60		Fire Alarm Upgrade of Simplex 4020	\$100,000.00			\$ 100,000.00			\$100,000.00		
61		CNG Pump Station Equipment Replacement	\$58,000.00			\$ 58,000.00	\$58,000.00				
62		Basketball Court Resurfacing (Uncovered)	\$50,000.00			\$ 50,000.00					\$50,000.00
63		Tennis Court Resurface/New Poles	\$70,000.00			\$ 70,000.00					\$70,000.00
64		PE Fields/Drainage Improvements	\$250,000.00			\$ 250,000.00			\$250,000.00		
65		Paint Interior 200, 700, 900 Wings	\$400,000.00			\$ 400,000.00					\$400,000.00
66		Chiller Replacement/Chiller #1 RTAC1954UQONU	\$300,000.00			\$ 300,000.00			\$300,000.00		
67	Pelican Island	Replace Chillers and Pumps	\$566,250.00			\$ 566,250.00		\$100,000.00	\$466,250.00		
68		Fire Alarm Upgrade of Simplex 4020	\$100,000.00			\$ 100,000.00			\$100,000.00		
69		Parking Improvements - Bus & Parent Loops	\$800,000.00			\$ 800,000.00					\$800,000.00
70		Replace Walk-in Cooler	\$125,000.00			\$ 125,000.00			\$125,000.00		
71	Rosewood	Roof Replacement	\$400,000.00	5173		\$ 400,000.00	\$400,000.00				
72		Fire Alarm Upgrade of Simplex 4020	\$100,000.00			\$ 100,000.00			\$100,000.00		
73		Computer Lab	\$50,000.00			\$ 50,000.00		\$50,000.00			
74		Gang Restroom Renovations	\$350,000.00			\$ 350,000.00					\$350,000.00
75	Sebastian Elementary	Chiller #2 water cooled mod RTHD UC1A F1A2	\$294,160.00			\$ 294,160.00	\$195,000.00	\$99,160.00			
76		Single Point of Entry	\$175,000.00			\$ 175,000.00	\$175,000.00				
77		Fire Alarm Upgrade of Simplex 4100	\$50,000.00			\$ 50,000.00		\$50,000.00			
78		Replace Walk-in Cooler	\$125,000.00			\$ 125,000.00			\$125,000.00		
79	Sebastian River Middle	Chiller#3 Serial# UOQKO4937 YR2000 / Chiller #2 Serial# UO8D08861	\$600,000.00			\$ 600,000.00	\$600,000.00				
80		Single Point of Entry	\$750,000.00		Open line of sight to front door	\$ 750,000.00	\$750,000.00				
81		Fire Alarm Upgrade of Simplex 4100ES	\$100,000.00			\$ 100,000.00	\$100,000.00				
82		Remodel Band Room to Life Skills Lab - 701	\$200,000.00			\$ 200,000.00		\$200,000.00			
83		Remodel 5108 to Science Lab	\$50,000.00			\$ 50,000.00		\$50,000.00			
84		Bathroom Renovations (ADA Partitions)	\$75,000.00			\$ 75,000.00		\$75,000.00			
85		Repair Storm Drainage System	\$303,550.00	523(1)		\$ 303,550.00		\$303,550.00			
86		PE Fields/Drainage Improvements	\$250,000.00			\$ 250,000.00			\$250,000.00		
87		Cafeteria Expansion/Renovation	\$5,000,000.00			\$ 5,000,000.00					\$5,000,000.00
88	Storm Grove Middle	Access Control	\$250,000.00			\$ 250,000.00	\$250,000.00				
89		Chiller#1 RTHDU01 Ser# UO8KD1701	\$300,000.00			\$ 300,000.00				\$300,000.00	
90		Chiller#2 RTHDU01 Ser# UO8KD1700	\$300,000.00			\$ 300,000.00				\$300,000.00	
91		BAS Conversion to Metasys	\$300,000.00			\$ 300,000.00					\$300,000.00
92		Replace fire protection sprinkler system	\$1,500,000.00			\$ 1,500,000.00					\$1,500,000.00
93		Painting Building Exterior	\$1,200,000.00			\$ 1,200,000.00					\$1,200,000.00
94	Sebastian River High School	Stadium Locker Room / PE Gym Locker Room Renovations	\$2,362,992.00		Falling lockers / line of sight	\$ 2,362,992.00	\$1,500,000.00	\$862,992.00			
95		Stadium Bleacher Repairs	\$661,222.00			\$ 661,222.00	\$661,222.00				
96		Paint Building Exterior	\$1,450,000.00			\$ 1,450,000.00			\$1,450,000.00		
97		Bathroom Renovations	\$425,000.00			\$ 425,000.00		\$425,000.00			
98		Roof Replacement	\$485,000.00	5173		\$ 485,000.00		\$200,000.00	\$285,000.00		
99		Gym Floor Replacement	\$250,000.00			\$ 250,000.00			\$250,000.00		
100		Stadium Emergency Lighting	\$150,000.00			\$ 150,000.00			\$150,000.00		
101	Support Services Complex	Access Control	\$150,000.00			\$ 150,000.00		\$150,000.00			
102	Transportation	Chiller Replacements	\$350,000.00			\$ 350,000.00			\$350,000.00		
103		Fire Alarm System Upgrade of Simplex 4010	\$100,000.00			\$ 100,000.00			\$100,000.00		
104	Treasure Coast	Fire Alarm Upgrade of Simplex 4100ES	\$50,000.00			\$ 50,000.00		\$50,000.00			
105		Roof replacement	\$100,000.00			\$ 100,000.00		\$100,000.00			
106		Marquette Sign	\$60,000.00			\$ 60,000.00		\$60,000.00			

	A	B	C	D	E	F	G	H	I	J	K	
3	School	Determined Need	Estimated Budget	Code	Note	Total Budgeted 2018-19 Thru 2022-	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	
107	Vero Beach Elementary	Playground Shade Cover	\$45,000.00		Open Pre-K playground	\$ 45,000.00	\$45,000.00					
108		Fire Alarm System Upgrade of Simplex 4100ES	\$100,000.00			\$ 100,000.00			\$100,000.00			
109		Benches	\$50,000.00			\$ 50,000.00		\$50,000.00				
110		Covered Seating Area - Parent Pick-up	\$75,000.00			\$ 75,000.00					\$75,000.00	
111		Access Control	\$250,000.00			\$ 250,000.00	\$250,000.00					
112		Marquee Sign	\$60,000.00			\$ 60,000.00		\$60,000.00				
113	VBHS	Access Control	\$290,000.00			\$ 290,000.00	\$290,000.00					
114	VBHS - FLC	PE Locker Room/Restroom Renovations	\$750,000.00			\$ 750,000.00		\$750,000.00				
115		FLC Bus Loop Additional Pavement	\$240,000.00			\$ 240,000.00				\$240,000.00		
116		Fire Alarm Upgrade of Simplex 4100DU	\$100,000.00			\$ 100,000.00			\$100,000.00			
117		BAS Conversion to Metatays	\$300,000.00			\$ 300,000.00					\$300,000.00	
118	Wabasso	Fire Alarm Upgrade of Simplex 4020	\$100,000.00			\$ 100,000.00			\$100,000.00			
119		Restroom Renovation - Building 2 Therapy Room	\$75,000.00			\$ 75,000.00					\$75,000.00	
120		Marquee Sign	\$60,000.00			\$ 60,000.00		\$60,000.00				
121	TOTAL		\$ 48,395,184.00			\$ 48,395,184.00	\$ 8,017,108.00	\$ 8,276,958.00	\$ 10,013,073.00	\$ 10,350,045.00	\$ 11,738,000.00	
122	RECURRING CAPITAL MAINTENANCE ITEMS											
123	Districtwide	Safety to Health		FFPC, SRF	Physical Plant	\$5,883,678.00	\$ 1,014,206.00	\$ 1,058,573.00	\$ 1,090,856.00	\$ 1,344,282.00	\$ 1,375,759.00	
124	Districtwide	Site Improvements			Physical Plant	\$880,800.00	\$ 160,160.00	\$ 130,160.00	\$ 130,160.00	\$ 230,160.00	\$ 230,160.00	
125	Districtwide	Building Renovations			Physical Plant	\$554,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 232,000.00	\$ 232,000.00	
126	Districtwide	Plumbing			Physical Plant	\$150,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	
127	Districtwide	Roofing (Emergency & Roof Remediation)			Physical Plant	\$440,000.00	\$ 60,000.00	\$ 45,000.00	\$ 45,000.00	\$ 145,000.00	\$ 145,000.00	
128	Districtwide	Custodial Equipment			Physical Plant	\$321,000.00	\$ 81,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	
129	Districtwide	Electrical			Physical Plant	\$800,000.00	\$ 120,000.00	\$ 120,000.00	\$ 120,000.00	\$ 220,000.00	\$ 220,000.00	
130	Districtwide	Carpet to Tile (Flooring)			Physical Plant	\$1,540,000.00	\$ 290,000.00	\$ 350,000.00	\$ 200,000.00	\$ 350,000.00	\$ 350,000.00	
131	Districtwide	Playground Equipment		GENERAL OPS/SC Guide	Physical Plant	\$1,750,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	\$ 350,000.00	
132	Districtwide	Consulting			Facilities	\$250,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
133	Districtwide	Building Envelope			Physical Plant	\$311,000.00	\$ 50,000.00	\$ 261,000.00	\$ -	\$ -	\$ -	
134	Districtwide	Retention Pond Cleanout		FORWARD MGMT	Physical Plant	\$86,000.00	\$ 43,000.00	\$ 43,000.00	\$ -	\$ -	\$ -	
135	Districtwide	Miscellaneous (Painting/ACT/Keys)			Physical Plant	\$900,000.00	\$ 100,000.00	\$ 150,000.00	\$ 150,000.00	\$ 250,000.00	\$ 250,000.00	
136	Districtwide	Gym Floors			Physical Plant	\$60,000.00	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	
137	Districtwide	Chillers Yearly Service Agreements			Physical Plant	\$100,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	
138	Districtwide	Large Equipment (Lift, Mower, Excavator)			Physical Plant	\$86,000.00	\$ 86,000.00	\$ -	\$ -	\$ -	\$ -	
139	Districtwide	Air Conditioning			Physical Plant	\$1,902,176.00	\$ 252,000.00	\$ 252,000.00	\$ 398,176.00	\$ 500,000.00	\$ 500,000.00	
140	TOTAL RECURRING CAPITAL MAINTENANCE ITEMS					\$16,014,652.00	\$ 2,876,366.00	\$ 2,929,733.00	\$ 2,654,192.00	\$ 3,761,442.00	\$ 3,792,919.00	
141												
142	TOTAL FUNDED PROJECT COSTS							\$ 10,893,474.00	\$ 11,206,691.00	\$ 12,667,265.00	\$ 14,111,487.00	\$ 15,530,919.00
143	Total Remaining Available Funds							\$ -	\$ -	\$ -	\$ -	\$ -

Summary of Capital Improvement Program

Project	Total	Prior to 2019	FY 2019 - FY 2023	2018- 2019	2019- 2020	2020- 2021	2021 2022	2022- 2023
Comprehensive Needs								
Modernizations & Replacements								
Glendale - Cafeteria Expansion/Renovation	3,022,426	0	3,022,426			205,221	2,817,205	
Sebastian River Middle - Cafeteria Renovation	5,000,000	0	5,000,000					5,000,000
Subtotal Modernizations & Replacements	8,022,426	0	8,022,426	0	0	205,221	2,817,205	5,000,000
Subtotal Comprehensive Needs	8,022,426	0	8,022,426	0	0	205,221	2,817,205	5,000,000
Other Items								
Capital Maintenance								
Building Improvements/Renovations - Districtwide	2,815,000	0	2,815,000		1,045,000	650,000	300,000	820,000
Capital Maintenance	6,214,976	0	6,214,976	1,019,160	1,083,160	968,336	1,572,160	1,572,160
Chiller Replacement	4,176,656	0	4,176,656	895,000	999,160	1,682,496	600,000	
Flooring	2,726,840	0	2,726,840	290,000	1,056,000	200,000	592,840	588,000
HVAC Repair and Replace	7,050,000	0	7,050,000		250,000		5,900,000	900,000
Painting/Waterproofing - Districtwide	3,550,000	0	3,550,000			1,950,000		1,600,000
Paving, Covers & Sidewalks - Districtwide	570,000	0	570,000				240,000	330,000
Roofing - Districtwide	3,604,302	0	3,604,302	970,000	542,440	1,801,862	145,000	145,000
Site Improvements - District Wide	969,550	0	969,550	43,000	426,550	500,000		
Subtotal Capital Maintenance	31,677,324	0	31,677,324	3,217,160	5,402,310	7,752,694	9,350,000	5,955,160
Safety, Security, and Environmental								
ADA Compliance-Districtwide	160,000	0	160,000		160,000			
Dodgertown Elementary Kaiwal Roof Replacement	357,816	0	357,816		357,816			
Fire Alarm Upgrade - Districtwide	1,425,000	0	1,425,000	200,000	425,000	800,000		
Gifford Middle Kaiwal Roof Replacement	2,193,494	0	2,193,494		600,000	1,593,494		
Health & Life Safety	8,494,898		8,494,898	1,675,428	1,308,573	1,240,856	1,344,282	2,925,759
Oslo Middle - Lockerroom Renovation	450,886	200,000	250,886	250,886				
Pelican Island Traffic Improvements	800,000	0	800,000					800,000

Project	Total	Prior to 2019	FY 2019 - FY 2023	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Playground Equipment	1,795,000	0	1,795,000	395,000	350,000	350,000	350,000	350,000
Security Enhancements - Districtwide	3,547,000	0	3,547,000	3,272,000	275,000			
SRHS - Stadium/Gym Locker Room Renovations	2,415,105	52,113	2,362,992	1,500,000	862,992			
VBHS - Freshman Learning Center Locker/Bathroom Renovation	750,000	0	750,000		750,000			
Subtotal Safety, Security, and Environmental	22,389,199	252,113	22,137,086	7,293,314	5,089,381	3,984,350	1,694,282	4,075,759
Relocatables								
Relocatable Leasing	2,000,000	0	2,000,000	400,000	400,000	400,000	400,000	400,000
Subtotal Relocatables	2,000,000	0	2,000,000	400,000	400,000	400,000	400,000	400,000
Furniture & Equipment								
Furniture, Fixtures & Equipment D/W	1,873,000	0	1,873,000	308,000	565,000	500,000	250,000	250,000
Performing Arts Allocation Districtwide	150,000	0	150,000	25,000	50,000	25,000		50,000
School Buses/Vehicles	5,800,000	0	5,800,000	1,100,000	1,150,000	1,250,000	1,050,000	1,250,000
Subtotal Furniture & Equipment	7,823,000	0	7,823,000	1,433,000	1,765,000	1,775,000	1,300,000	1,550,000
Subtotal Other Items	63,889,523	252,113	63,637,410	12,343,474	12,656,691	13,912,044	12,744,282	11,980,919
Total Projects	71,911,949	252,113	71,659,836	12,343,474	12,656,691	14,117,265	15,561,487	16,980,919

Project Title : Glendale - Cafeteria Expansion/Renovation **Project Type :** Modernizations & Replacements
Project ID : 9018ES99020
Planning Zone :

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design	\$205,221					\$205,221		
Construction	\$2,817,205						\$2,817,205	
Furniture & Equipment								
Other								
Total	\$3,022,426					\$205,221	\$2,817,205	

Construction includes Site Development Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Expansion and Renovation of existing Cafeteria/Kitchen/Dining.

Project Status:
Design Start Date : 2020
Construction Start Date : 2021
Scheduled Open Date : 2022

Justification

Coordination

Project Title : Sebastian River Middle - Cafeteria Renovati **Project Type :** Modernizations & Replacements
Project ID : 9015MS99017
Planning Zone :

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction	\$5,000,000							\$5,000,000
Furniture & Equipment								
Other								
Total	\$5,000,000							\$5,000,000

Construction includes Site Development Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Renovations/Modernization to existing Cafeteria due to age of facility.

Project Status:
Design Start Date : 2022
Construction Start Date :
Scheduled Open Date :

Justification

Renovations/Modernization to existing Cafeteria due to age of facility.

Coordination

Project Title : Building Improvements/Renovations - Distric **Project Type :** Capital Maintenance
Project ID : 9016DW99010
Planning Zone : County-wide

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction	\$2,815,000				\$1,045,000	\$650,000	\$300,000	\$820,000
Furniture & Equipment								
Other								
Total	\$2,815,000				\$1,045,000	\$650,000	\$300,000	\$820,000
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

FY 2020 INCLUDES:
 Beachland(sinks/cabinets)-\$100,000;Citrus(sinks/cabinets)-\$50,000;
 DTE(sinks/cabinets)-\$100,000; GM (Window Replace)-\$70,000;
 Rosewood(computer lab)-\$50,000; SRMS(Band Rm-Life Skills Lab)-\$200,000;
 SRMS(5108-Science Lab)-\$50,000; SRHS(RR Renovation)\$425,000
 FY 2021 INCLUDES:
 Fells(Restroom Renov)-\$200,00; IRA(Restroom Renov.)-\$200,000; SRHS(Gym
 Floor Replace)-\$250,000;
 FY 2022 INCLUDES:
 Oslo(200/700/800 firewalls)-\$300,000
 FY 2023 INCLUDES:
 Beachland (Replace Door Frames)-\$120,000
 Osceola (Reno Staff Restrooms)-\$275,000
 Rosewood (Reno Gang Restrooms)-\$350,000
 Wabasso (Reno Bldg 2 Therapy Room Restroom)-\$75,000

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Minor Building Improvements Districtwide: classroom renovations/remodels,
 window replacements, lighting, firewalls, classroom sink/cabinet replacements,
 restroom renovations.

Coordination

Project Title : Capital Maintenance **Project Type :** Capital Maintenance
Project ID : 9000DS99056
Planning Zone : County-wide

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction	\$6,214,976			\$1,019,160	\$1,083,160	\$968,336	\$1,572,160	\$1,572,160
Furniture & Equipment								
Other								
Total	\$6,214,976			\$1,019,160	\$1,083,160	\$968,336	\$1,572,160	\$1,572,160

Construction includes Site Development Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

FY 2019 INCLUDES:
 HVAC-\$252,000; Bldg Ren-\$30,000; Site-\$160,160; Plumb-\$30,000; Electric-\$120,000; Cust Equip-\$81,000; (Paint-Locks-Tools)-\$100,000; Consulting-\$50,000; Bldg Envelope-\$50,000; Gym Floors-\$60,000; Large Equip-\$86,000
 FY 2020 INCLUDES:
 HVAC-\$252,000; Bldg Ren-\$30,000; Site-\$130,160; Plumb-\$30,000; Electric-\$120,000; Cust Equip-\$60,000; (Paint-Locks-Tools)-\$150,000; Consulting-\$50,000; Bldg Envelope-\$261,000
 FY 2021 INCLUDES:
 HVAC-\$398,176; Bldg Ren-\$30,000; Site-\$130,160; Plumb-\$30,000; Electric-\$120,000; Cust Equip-\$60,000; (Paint-Locks-Tools)-\$150,000; Consulting-\$50,000
 FY 2022 INCLUDES:
 HVAC-\$500,000; Bldg Ren-\$232,000; Site-\$230,160; Plumb-\$30,000; Electric-\$220,000; Cust Equip-\$60,000; (Paint-Locks-Tools)-\$250,000; Consulting-\$50,000
 FY 2023 INCLUDES:
 HVAC-\$500,000; Bldg Ren-\$232,000; Site-\$230,160; Plumb-\$30,000; Electric-\$220,000; Cust Equip-\$60,000; (Paint-Locks-Tools)-\$250,000; Consulting-\$50,000

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

SREF Compliance/adequate facility support at each school.

Coordination

This project funds normal maintenance activities performed by Physical Plant as needed at schools and support facilities during the year. Funds are earmarked in specific trades to be used for general upkeep.

Project Title : Chiller Replacement
Project ID : 9014DW99091
Planning Zone :

Project Type : Capital Maintenance

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction	\$4,176,656			\$895,000	\$999,160	\$1,682,496	\$600,000	
Furniture & Equipment								
Other								
Total	\$4,176,656			\$895,000	\$999,160	\$1,682,496	\$600,000	
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

CHILLER REPLACEMENT DISTRICTWIDE:
 FY 2019 INCLUDES:
 Sebastian Elem (Replace Chiller)-\$195,000; SRMS (Replace 2 Chillers)-\$600,000;
 PHYSICAL PLANT(YRLY SERVICE AGREE)-\$100,000
 FY 2020 INCLUDES:
 IRA(Replace Chiller)-\$200,000; Osceola (Replace 2 Chillers)-\$600,000;
 Sebastian Elem (Replace Chillers)-\$99,160; Pelican (Replace Chillers/Pumps)-\$100,000
 FY 2021 INCLUDES:
 Liberty (Replace Chillers/Tanks/Pumps)-\$566,246; Oslo(Replace Chiller)-\$300,000; Pelican (Replace Chillers/Pumps)-\$466,250;
 Transportation (Replace Chiller)-\$350,000
 FY 2022 INCLUDES:
 Storm Grove (Replace 2 Chillers)-\$600,000;

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Replace chillers districtwide due to age

Coordination

Project Title : Flooring **Project Type :** Capital Maintenance
Project ID : 9001DW91421
Planning Zone :

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction								
Furniture & Equipment								
Other	\$2,726,840			\$290,000	\$1,056,000	\$200,000	\$592,840	\$588,000
Total	\$2,726,840			\$290,000	\$1,056,000	\$200,000	\$592,840	\$588,000

Construction includes Site Development Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

FY 2019 INCLUDES:
D/W Flooring-\$290,000

FY 2020 INCLUDES:
Beachland (300/500/600/7000Music Rm)-\$300,000; Citrus-\$200,000; Oslo-\$206,000; D/W Flooring-\$350,000

FY 2021 INCLUDES:
D/W Flooring-\$200,000

FY 2022 INCLUDES:
Liberty (Admin/Cafe/Media)-\$242,840; D/W Flooring-\$350,000

FY 2023 INCLUDES:
Gifford Middle (VCT to Tile)-\$238,000; D/W Flooring-\$350,000

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Replace carpet with tile districtwide

Coordination

Project Title : HVAC Repair and Replace

Project Type : Capital Maintenance

Project ID : 9000DS99049

Planning Zone :

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction								
Furniture & Equipment								
Other	\$7,050,000				\$250,000		\$5,900,000	\$900,000
Total	\$7,050,000				\$250,000		\$5,900,000	\$900,000
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

Air conditioning equipment repair and replacement projects as identified below:
 FY 2020 INCLUDES:
 Citrus (Replace DX AHU's w/Chilled Water)-\$250,000
 FY 2022 INCLUDES:
 Alternative Center (HVAC/Lighting Upgrades) \$650,000;
 Beachland (BAS Conversion to Metasys)-\$350,000
 Citrus (Air Handler Replacement)-\$1,000,000; Fellsmere (Air Handler Replacement)-\$1,000,000; Gifford Middle (Air Handler Replacement)-\$2,000,000; Indian River Academy (Air Handler Replacement)-\$900,000
 FY 2023 INCLUDES:
 Fellsmere(BAS to Metasys)-\$150,000; Osceola (BAS to Metasys)-\$150,000;
 Storm Grove (BAS to Metasys)-\$300,000; VBHS FLC (BAS to Metasys)-\$300,000

Project Status: On-going
 Design Start Date :
 Construction Start Date :
 Scheduled Open Date :

Justification

Health & Life Safety/Energy Savings

Coordination

Project Title : Painting/Waterproofing - Districtwide **Project Type :** Capital Maintenance
Project ID : 9017DW99010
Planning Zone : County-wide

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction	\$3,550,000					\$1,950,000		\$1,600,000
Furniture & Equipment								
Other								
Total	\$3,550,000					\$1,950,000		\$1,600,000
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

PAINTING/WATERPROOFING/CAULKING D/W

FY 2021 INCLUDES:
 Oslo Middle-\$500,0000
 SRHS - \$1,450,000

FY 2023 INCLUDES:
 Oslo Middle (200, 700,900 INTERIOR)-\$400,000
 STORM GROVE-\$1,200,000

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Interior and Exterior Painting, Waterproofing and caulking based on the Physical Plant's 5 Year Painting Schedule.

Coordination

Project Title : Paving, Covers & Sidewalks - Districtwide **Project Type :** Capital Maintenance
Project ID : 9016DW99107
Planning Zone :

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction								
Furniture & Equipment								
Other	\$570,000						\$240,000	\$330,000
Total	\$570,000						\$240,000	\$330,000
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

FY 2022 INCLUDES:
 VBHS FLC (Bus Loop Additional Pavement)-\$240,000

FY 2023 INCLUDES:
 Dodgertown (Extend WW Covers/Benches @ Bus & Parent Loops) - \$75,000
 Osceola (Resurface/Repaint Hardcourt)-\$60,000;
 Oslo Middle (Resurface Uncovered Basketball Court)-\$50,000;
 Oslo Middle (Resurface/New Poles Tennis Court)-\$70,000
 VBE (Covered Seating Area @ Parent Pick-up)-\$75,000

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Coordination

Project Title : Relocatable Leasing **Project Type :** Relocatables
Project ID : 9000DS99023
Planning Zone : County-wide

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction								
Furniture & Equipment								
Other	\$2,000,000			\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Total	\$2,000,000			\$400,000	\$400,000	\$400,000	\$400,000	\$400,000

Construction includes Site Development Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Funds will be used to lease relocatables needed for additional teaching units, program capacity, pre-K programs, class size and school choice, building and HVAC renovations, and other, appropriate uses.

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Relocatables fill temporary needs that allow avoidance of unnecessary, permanent construction.

Coordination

Placement of relocatables will be coordinated with school, maintenance and building department staff.

Project Title : Roofing - Districtwide **Project Type :** Capital Maintenance
Project ID : 9014DS99005
Planning Zone : County-wide

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction	\$3,604,302			\$970,000	\$542,440	\$1,801,862	\$145,000	\$145,000
Furniture & Equipment								
Other								
Total	\$3,604,302			\$970,000	\$542,440	\$1,801,862	\$145,000	\$145,000
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

FY 2019 INCLUDES:
 Dodgertown-\$250,000; Osceola-\$260,000;
 Rosewood-\$400,000; Remediation Projects-\$15,000; D/W Roofing-\$45,000
 FY 2020 INCLUDES:
 Liberty Magnet-\$197,440; SRHS-\$200,000; Treasure Coast-\$100,000; D/W
 Roofing-\$45,000
 FY 2021 INCLUDES:
 Fellsmere-\$375,862; Gifford Middle-\$480,000; Osceola-\$616,000; SRHS-
 \$285,000; D/W Roofing-\$45,000
 FY 2022 INCLUDES:
 D/W Roofing-\$145,000
 FY 2022 INCLUDES:
 D/W Roofing-\$145,000

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Roofing replacement/repairs based on the Facility Roof Condition Assessment Report dated May 17, 2013.

Coordination

Project Title : Site Improvements - District Wide **Project Type :** Capital Maintenance
Project ID : 9019DW99009
Planning Zone : County-wide

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction	\$969,550			\$43,000	\$426,550	\$500,000		
Furniture & Equipment								
Other								
Total	\$969,550			\$43,000	\$426,550	\$500,000		

Construction includes Site Development Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

FY 2019 INCLUDES:
D/W Retention Pond Cleanouts-\$43,000

FY 2020 INCLUDES:
GM (Sod/Bricks 200/300/400 Wings)-\$30,000;
SRMS(Repair Storm Drainage)-\$303,550;
VBE (Benches)-\$50,000;
D/W Retention Pond Cleanouts-\$43,000

FY 2021 INCLUDES:
Oslo Middle (PE Fields/Drainage Improv)-\$250,000;
SRMS (PE Fields/Drainage Improv)-\$250,000

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Site Improvements D/W to include site & athletic lighting, drainage, PE Fields, storm drainage systems, retention pond clean out.

Coordination

Project Title : ADA Compliance-Districtwide

Project Type : Safety, Security, and Environmental

Project ID : 9016DW99002

Planning Zone :

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction								
Furniture & Equipment								
Other	\$160,000				\$160,000			
Total	\$160,000				\$160,000			

Construction includes Site Development Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

FY 2020 INCLUDES:
 Gifford Middle (1300 Boys/Girls RR ADA Toilets)-\$50,000
 Gifford Middle (900 Teacher RR ADA Upgrades)-\$35,000
 SRMS (Restroom Renov/ADA Partitions)-\$75,000

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

The federal Americans with Disabilities Act requires accommodation for students and staff that require special consideration for their disability. Funds in this project will be used for modifications required for compliance.

Coordination

Construction efforts will be coordinated with school staff and the Building Department.

Project Title : Dodgertown Elementary Kaiwall Roof Repla **Project Type :** Safety, Security, and Environmental
Project ID : 9016ES99115
Planning Zone : North Area

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction	\$357,816				\$357,816			
Furniture & Equipment								
Other								
Total	\$357,816				\$357,816			
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

Replacement of Kaiwall Roof System at Dogertown Elementary due to age.

Project Status:
Design Start Date : 2019
Construction Start Date : 2019
Scheduled Open Date : 2020

Justification

Health & Life Safety. 5(7)c

Coordination

Project Title : Fire Alarm Upgrade - Districtwide

Project Type : Safety, Security, and Environmental

Project ID : 9018DW99001

Planning Zone :

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction	\$1,425,000			\$200,000	\$425,000	\$800,000		
Furniture & Equipment								
Other								
Total	\$1,425,000			\$200,000	\$425,000	\$800,000		
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

Upgrade of Simplex Systems:
 FY 2019 INCLUDES:
 Glendale - \$100,000; SRMS-\$100,000
 FY 2020 INCLUDES:
 Citrus - \$100,000; Dodgertown - \$75,000;
 Liberty Magnet - \$50,000; Osceola - \$100,000;
 Sebastian Elem - \$50,000; Treasure Coast - \$50,000
 FY 2021 INCLUDES:
 Fellsmere - \$100,000; Oslo Middle - \$100,000;
 Pelican Island - \$100,000; Rosewood - \$100,000; Transportation - \$100,000;
 Vero Beach Elem - \$100,000; VBHS FLC - \$100,000; Wabasso - \$100,000

Project Status:
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Health & Life Safety

Coordination

Project Title : Gifford Middle Kalwal Roof Replacement **Project Type :** Safety, Security, and Environmental
Project ID : 9013MS99181
Planning Zone : North Area

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design	\$200,000				\$200,000			
Construction	\$1,993,494				\$400,000	\$1,593,494		
Furniture & Equipment								
Other								
Total	\$2,193,494				\$600,000	\$1,593,494		
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

Replacement of Kalwal Roofing System. Kalwal Roof no longer structurally sound or waterproof and does not meet wind load requirements. These are translucent, structural roof panels that were part of phase 1 of the rehabilitation of the school in the late 1980's. The panels are delaminating and failing structurally.

Project Status: Planning
Design Start Date : 2020
Construction Start Date :
Scheduled Open Date :

Justification

Health & Life Safety

Coordination

Project Title : Health & Life Safety
Project ID : 9014DS99001
Planning Zone : County-wide

Project Type : Safety, Security, and Environmental

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction	\$8,494,898			\$1,675,428	\$1,308,573	\$1,240,856	\$1,344,282	\$2,925,759
Furniture & Equipment								
Other								
Total	\$8,494,898			\$1,675,428	\$1,308,573	\$1,240,856	\$1,344,282	\$2,925,759
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

FY 2019 INCLUDES:
 SRHS (Stadium Repairs)-\$661,222;
 H&S D/W-\$1,014,206;

FY 2020 INCLUDES:
 TRANSFER SWITCH D/W-\$250,000; H&S D/W-\$1,058,573

FY 2021 INCLUDES:
 SRHS (Stadium Emergency Lighting)-\$150,000; H&S D/W-\$1,090,856

FY 2022 INCLUDES:
 H&S D/W-\$1,344,282

FY 2023 INCLUDES:
 Osceola (Lighting Courtyard/Hallways)-\$50,000; Storm Grove(Replace Fire Sprinkler Sys)-\$1,500,000;
 H&S D/W-\$1,375,759

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Identified Health & Life Safety Needs

Coordination

Project Title : Oslo Middle - Lockerroom Renovation **Project Type :** Safety, Security, and Environmental
Project ID : 9017MS99127
Planning Zone : South Area

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design	\$25,000		\$25,000					
Construction	\$425,886		\$175,000	\$250,886				
Furniture & Equipment								
Other								
Total	\$450,886		\$200,000	\$250,886				
Construction includes Site Development			Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.					

Project Description

Lockerroom Renovations needed due to age of facility, broken lockers and line of sight. Boys' & Girls PE Locker Rooms

Project Status:
Design Start Date : 2018
Construction Start Date : 2019
Scheduled Open Date : 2019

Justification

Health and Safety

Coordination

Project Title : Pelican Island Traffic Improvements

Project Type : Safety, Security, and Environmental

Project ID : 9015ES99012

Planning Zone :

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction	\$800,000							\$800,000
Furniture & Equipment								
Other								
Total	\$800,000							\$800,000
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

Traffic Improvements to existing bus and parent pick-up/drop-off traffic loops.

Project Status:
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Health & Safety

Coordination

Project Title : Playground Equipment **Project Type :** Safety, Security, and Environmental
Project ID : 9014DS99024
Planning Zone : County-wide

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction								
Furniture & Equipment	\$1,795,000			\$395,000	\$350,000	\$350,000	\$350,000	\$350,000
Other								
Total	\$1,795,000			\$395,000	\$350,000	\$350,000	\$350,000	\$350,000

Construction includes Site Development Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Playground Equipment Replacement/Upgrades and Fall Zones:
 FY 2019 INCLUDES:
 PLAYGROUND SHADE COVER: VBE-\$45,000; D/W Playground Equipment-\$350,000
 FY 2020 INCLUDES:
 D/W Playground Equipment-\$350,000
 FY 2021 INCLUDES:
 D/W Playground Equipment-\$350,000
 FY 2022 INCLUDES:
 D/W Playground Equipment-\$350,000
 FY 2023 INCLUDES:
 D/W Playground Equipment-\$350,000

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Replacement of playground equipment due to age of equipment.
 Code Reference - 5(2)(k), CPSC Guide

Coordination

Project Title : Security Enhancements - Districtwide

Project Type : Safety, Security, and Environmental

Project ID : 9001DW00184

Planning Zone :

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction	\$3,547,000			\$3,272,000	\$275,000			
Furniture & Equipment								
Other								
Total	\$3,547,000			\$3,272,000	\$275,000			
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

SECURITY ENHANCEMENTS DISTRICTWIDE

FY 2019 INCLUDES:
 Seb Elem (SINGLE POINT OF ENTRY)-\$175,000;
 SRMS (SINGLE POINT OF ENTRY)-\$750,000;
 Storm Grove (ACCESS CONTROL)-\$250,000
 VBE (ACCESS CONTROL)-\$250,000
 VBHS (ACCESS CONTROL)-\$240,000
 Districtwide (SECURITY ENHANCEMENTS)-\$1,557,000

FY 2020 INCLUDES:
 Dodgertown (Alarms/Cameras)-\$125,000; Support Services(Access Control)-\$150,000

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Security enhancements and upgrades districtwide as identified in the security assessment.

Coordination

Project Title : SRHS - Stadium/Gym Locker Room Renova **Project Type :** Safety, Security, and Environmental
Project ID : 9018HS99029
Planning Zone : North Area

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design	\$52,113		\$52,113					
Construction	\$2,362,992			\$1,500,000	\$862,992			
Furniture & Equipment								
Other								
Total	\$2,415,105		\$52,113	\$1,500,000	\$862,992			

Construction includes Site Development Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Renovations/Remodeling/Construction of Stadium Locker Room and Gymnasium PE Locker Rooms due to age of facility and line of sight and to meet current codes.

Project Status: Planning
Design Start Date : 2017
Construction Start Date :
Scheduled Open Date :

Justification

Health & Safety

Coordination

Project Title : VBHS - Freshman Learning Center Locker/B
Project ID : 9015HS99021
Planning Zone :

Project Type : Safety, Security, and Environmental

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design	\$200,000				\$200,000			
Construction	\$550,000				\$550,000			
Furniture & Equipment								
Other								
Total	\$750,000				\$750,000			
Construction includes Site Development		Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.						

Project Description

Renovation/Remodeling of the Gymnasium Boys and Girls Locker Rooms and Restrooms. Age of Facility/Line of Sight.

Project Status:
Design Start Date : 2016
Construction Start Date : 2020
Scheduled Open Date : 2020

Justification

Health & Safety

Coordination

Project Title : Furniture, Fixtures & Equipment D/W **Project Type :** Furniture & Equipment
Project ID : 9001DW91024
Planning Zone :

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction								
Furniture & Equipment	\$1,873,000			\$308,000	\$565,000	\$500,000	\$250,000	\$250,000
Other								
Total	\$1,873,000			\$308,000	\$565,000	\$500,000	\$250,000	\$250,000

Construction includes Site Development Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

FY 2019 INCLUDES:
 Oslo (Replace CNG Pump Station Equipment)-\$58,000; FF&E DISTRICT WIDE:\$250,000
 FY 2020 INCLUDES:
 Fellsmere (Marquee Sign)-\$60,000; IRA (Replace Cooler/Freezer)-\$75,000; Treasure Coast (Marquee Sign)-\$60,000; VBE (Marquee Sign)-\$60,000; Wabasso (Marquee Sign)-\$60,000; FF&E DISTRICT WIDE:\$250,000
 FY 2021 INCLUDES:
 Pelican Island (Replace Walk-in Cooler)-\$125,000; Seb Elem (Replace Walk-in Cooker)-\$125,000; FF&E DISTRICTWIDE:\$250,000
 FY 2022 INCLUDES:
 FF&E DISTRICTWIDE:\$250,000
 FY 2023 INCLUDES:
 FF&E DISTRICTWIDE:\$250,000

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Replacement of aging furniture, fixtures and equipment districtwide based on identified needs.

Coordination

Project Title : Performing Arts Allocation Districtwide **Project Type :** Furniture & Equipment
Project ID : 9013DS99091
Planning Zone :

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction								
Furniture & Equipment	\$150,000			\$25,000	\$50,000	\$25,000		\$50,000
Other								
Total	\$150,000			\$25,000	\$50,000	\$25,000		\$50,000

Construction includes Site Development Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.

Project Description

Districtwide replacement of aging music instruments no longer cost effective to repair.

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Replacement of Instruments due to condition
School wide Needs Assessment process discontinued in 2008/09. Declining capital revenues in 2008/09.
Musical instruments are old and have been patched several times aesthetically however need to be replaced.

Coordination

Project Title : School Buses/Vehicles **Project Type :** Furniture & Equipment
Project ID : 9000DS99020
Planning Zone :

Funding

	Total	Prior FY	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Land Acquisition								
Planning & Design								
Construction								
Furniture & Equipment								
Other	\$5,800,000			\$1,100,000	\$1,150,000	\$1,250,000	\$1,050,000	\$1,250,000
Total	\$5,800,000			\$1,100,000	\$1,150,000	\$1,250,000	\$1,050,000	\$1,250,000
Construction includes Site Development			Other includes CIP projects, Legal, Portables, Project Contingency, Testing, etc.					

Project Description

Funds will be used to purchase replacement buses for the Transportation Department.

Funding PER FY INCLUDES:
 School Buses - \$1,050,000

White Fleet:
 FY 19 \$50,000
 FY 20 \$100,000
 FY 21 \$200,000
 FY 22 \$0
 FY 23 \$200,000

Project Status: On-going
Design Start Date :
Construction Start Date :
Scheduled Open Date :

Justification

Replacement of vehicles no longer safe and/or efficient and at the end of useful life.

Coordination

Coordination will take place with the Transportation Department.

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INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

- If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.
- If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.
- If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	Five Year Total
Total Revenues	\$5,022,886	\$3,270,808	\$1,798,715	\$2,817,205	\$5,800,000	\$18,709,614
Total Project Costs	\$5,022,886	\$3,270,808	\$1,798,715	\$2,817,205	\$5,800,000	\$18,709,614
Difference (Remaining Funds)	\$0	\$0	\$0	\$0	\$0	\$0

District INDIAN RIVER COUNTY SCHOOL DISTRICT

Fiscal Year Range

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption

Work Plan Submittal Date

DISTRICT SUPERINTENDENT

CHIEF FINANCIAL OFFICER

DISTRICT POINT-OF-CONTACT PERSON

JOB TITLE

PHONE NUMBER

E-MAIL ADDRESS

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2018 - 2019 Actual Budget	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Total
HVAC	\$0	\$250,000	\$0	\$5,900,000	\$900,000	\$7,050,000
Locations:	BEACHLAND ELEMENTARY, CITRUS ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, INDIAN RIVER ACADEMY, OSCEOLA MAGNET SCHOOL (NEW), SEBASTIAN RIVER SENIOR HIGH, STORM GROVE MIDDLE SCHOOL, VERO BEACH SENIOR HIGH					
Flooring	\$290,000	\$1,056,000	\$200,000	\$592,840	\$588,000	\$2,726,840
Locations:	BEACHLAND ELEMENTARY, CITRUS ELEMENTARY, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, GLENDALE ELEMENTARY, INDIAN RIVER ACADEMY, LIBERTY MAGNET, OSCEOLA MAGNET SCHOOL (NEW), OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, TRANSPORTATION DEPARTMENT, TREASURE COAST ELEMENTARY, VERO BEACH SENIOR HIGH, WABASSO SCHOOL					
Roofing	\$970,000	\$542,440	\$1,801,862	\$145,000	\$145,000	\$3,604,302
Locations:	BEACHLAND ELEMENTARY, CITRUS ELEMENTARY, DISTRICT SERVICES, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, GLENDALE ELEMENTARY, INDIAN RIVER ACADEMY, LIBERTY MAGNET, OSCEOLA MAGNET SCHOOL (NEW), OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, STORM GROVE MIDDLE SCHOOL, SUPPORT SERVICE COMPLEX, TRANSPORTATION DEPARTMENT, TREASURE COAST ELEMENTARY, TREASURE COAST TECHNICAL COLLEGE, VERO BEACH ELEMENTARY, VERO BEACH SENIOR HIGH, WABASSO SCHOOL					
Safety to Life	\$1,675,428	\$1,308,573	\$1,240,856	\$1,344,282	\$2,925,759	\$8,494,898
Locations:	BEACHLAND ELEMENTARY, CITRUS ELEMENTARY, DISTRICT SERVICES, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, GLENDALE ELEMENTARY, INDIAN RIVER ACADEMY, LIBERTY MAGNET, OSCEOLA MAGNET SCHOOL (NEW), OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, STORM GROVE MIDDLE SCHOOL, SUPPORT SERVICE COMPLEX, TRANSPORTATION DEPARTMENT, TREASURE COAST ELEMENTARY, TREASURE COAST TECHNICAL COLLEGE, VERO BEACH ELEMENTARY, VERO BEACH SENIOR HIGH, WABASSO SCHOOL					
Fencing	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Parking	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Electrical	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Fire Alarm	\$200,000	\$425,000	\$800,000	\$0	\$0	\$1,425,000
Locations:	CITRUS ELEMENTARY, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, GLENDALE ELEMENTARY, LIBERTY MAGNET, OSCEOLA MAGNET SCHOOL (NEW), OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, TRANSPORTATION DEPARTMENT, TREASURE COAST ELEMENTARY, VERO BEACH ELEMENTARY, VERO BEACH SENIOR HIGH, WABASSO SCHOOL					
Telephone/Intercom System	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Closed Circuit Television	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					

Paint	\$0	\$0	\$1,950,000	\$0	\$1,600,000	\$3,550,000
Locations:	BEACHLAND ELEMENTARY, CITRUS ELEMENTARY, DISTRICT SERVICES, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, GLENDALE ELEMENTARY, INDIAN RIVER ACADEMY, LIBERTY MAGNET, OSCEOLA MAGNET SCHOOL (NEW), OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, STORM GROVE MIDDLE SCHOOL, SUPPORT SERVICE COMPLEX, TRANSPORTATION DEPARTMENT, TREASURE COAST ELEMENTARY, TREASURE COAST TECHNICAL COLLEGE, VERO BEACH ELEMENTARY, VERO BEACH SENIOR HIGH, WABASSO SCHOOL					
Maintenance/Repair	\$1,019,160	\$1,083,160	\$968,336	\$1,572,160	\$1,572,160	\$6,214,976
Locations:	Administration Building, BEACHLAND ELEMENTARY, CITRUS ELEMENTARY, DISTRICT SERVICES, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, GLENDALE ELEMENTARY, INDIAN RIVER ACADEMY, LIBERTY MAGNET, OSCEOLA MAGNET SCHOOL (NEW), OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, STORM GROVE MIDDLE SCHOOL, SUPPORT SERVICE COMPLEX, TRANSPORTATION DEPARTMENT, TREASURE COAST ELEMENTARY, TREASURE COAST TECHNICAL COLLEGE, VERO BEACH ELEMENTARY, VERO BEACH SENIOR HIGH, WABASSO SCHOOL					
Sub Total:	\$4,154,588	\$4,665,173	\$6,961,054	\$9,554,282	\$7,730,919	\$33,066,016

PECO Maintenance Expenditures	\$316,196	\$306,030	\$306,030	\$306,030	\$306,030	\$1,540,316
1.50 Mill Sub Total:	\$5,504,392	\$7,529,853	\$10,362,520	\$10,988,252	\$9,224,889	\$43,609,906

Other Items	2018 - 2019 Actual Budget	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Total
Furniture Fixtures & Equipment	\$333,000	\$615,000	\$525,000	\$250,000	\$300,000	\$2,023,000
Locations:	BEACHLAND ELEMENTARY, CITRUS ELEMENTARY, DISTRICT SERVICES, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, GLENDALE ELEMENTARY, INDIAN RIVER ACADEMY, LIBERTY MAGNET, OSCEOLA MAGNET SCHOOL (NEW), OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, STORM GROVE MIDDLE SCHOOL, SUPPORT SERVICE COMPLEX, TRANSPORTATION DEPARTMENT, TREASURE COAST ELEMENTARY, TREASURE COAST TECHNICAL COLLEGE, VERO BEACH ELEMENTARY, VERO BEACH SENIOR HIGH, WABASSO SCHOOL					
Playground Equipment Replacement	\$395,000	\$350,000	\$350,000	\$350,000	\$350,000	\$1,795,000
Locations:	BEACHLAND ELEMENTARY, CITRUS ELEMENTARY, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GLENDALE ELEMENTARY, INDIAN RIVER ACADEMY, LIBERTY MAGNET, OSCEOLA MAGNET SCHOOL (NEW), PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, TREASURE COAST ELEMENTARY, VERO BEACH ELEMENTARY, WABASSO SCHOOL					
Building Improvements/Renovations Districtwide	\$0	\$620,000	\$650,000	\$300,000	\$820,000	\$2,390,000
Locations:	BEACHLAND ELEMENTARY, CITRUS ELEMENTARY, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, INDIAN RIVER ACADEMY, OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, WABASSO SCHOOL					
ADA Compliance	\$0	\$160,000	\$0	\$0	\$0	\$160,000
Locations:	GIFFORD MIDDLE, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, VERO BEACH SENIOR HIGH, WABASSO SCHOOL					
Site Improvements Districtwide	\$43,000	\$426,550	\$500,000	\$0	\$0	\$969,550
Locations:	BEACHLAND ELEMENTARY, CITRUS ELEMENTARY, DISTRICT SERVICES, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, GLENDALE ELEMENTARY, INDIAN RIVER ACADEMY, LIBERTY MAGNET, OSCEOLA MAGNET SCHOOL (NEW), OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, STORM GROVE MIDDLE SCHOOL, SUPPORT SERVICE COMPLEX, TRANSPORTATION DEPARTMENT, TREASURE COAST ELEMENTARY, TREASURE COAST TECHNICAL COLLEGE, VERO BEACH ELEMENTARY, VERO BEACH SENIOR HIGH, WABASSO SCHOOL					
Paving, WW Covers & Sidewalks Districtwide	\$0	\$0	\$0	\$240,000	\$330,000	\$570,000
Locations:	DODGERTOWN ELEMENTARY, OSCEOLA MAGNET SCHOOL (NEW), OSLO MIDDLE, VERO BEACH ELEMENTARY, VERO BEACH SENIOR HIGH					

Chiller Replacement	\$895,000	\$999,160	\$1,682,496	\$600,000	\$0	\$4,176,656
Locations	FELLSMERE ELEMENTARY, GLENDALE ELEMENTARY, INDIAN RIVER ACADEMY, LIBERTY MAGNET, OSCEOLA MAGNET SCHOOL (NEW), OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, STORM GROVE MIDDLE SCHOOL, TRANSPORTATION DEPARTMENT					
Total:	\$5,820,588	\$7,835,883	\$10,668,550	\$11,294,282	\$9,530,919	\$45,150,222

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2018 - 2019 Actual Budget	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$5,504,392	\$7,529,853	\$10,362,520	\$10,988,252	\$9,224,889	\$43,609,906
Maintenance/Repair Salaries	\$3,800,000	\$3,500,000	\$3,500,000	\$3,500,000	\$3,500,000	\$17,800,000
School Bus Purchases	\$1,050,000	\$1,050,000	\$1,050,000	\$1,050,000	\$1,050,000	\$5,250,000
Other Vehicle Purchases	\$50,000	\$100,000	\$200,000	\$0	\$200,000	\$550,000
Capital Outlay Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0
COP Debt Service	\$10,065,590	\$10,070,590	\$10,063,840	\$10,065,090	\$10,068,090	\$50,333,200
Rent/Lease Relocatables	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,000,000
Environmental Problems	\$0	\$0	\$0	\$0	\$0	\$0
s.1011.14 Debt Service	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified School Construction Bonds (QSCB)	\$1,300,125	\$1,300,125	\$1,300,125	\$1,300,125	\$1,300,125	\$6,500,625
Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0
Impact Fees "RESTRICTED FUNDS FOR FUTURE CAPACITY PRODUCING PROJECT DUE TO GROWTH"	\$1,100,000	\$0	\$0	\$0	\$0	\$1,100,000
State Charter School Capital Outlay	\$1,212,914	\$1,880,460	\$1,880,460	\$1,880,460	\$1,880,460	\$8,734,754
Local Expenditure Totals:	\$24,483,021	\$25,831,028	\$28,756,945	\$29,183,927	\$27,623,564	\$135,878,485

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2018 - 2019 Actual Value	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Total
(1) Non-exempt property assessed valuation		\$18,779,039,806	\$19,804,100,000	\$20,813,700,000	\$21,817,500,000	\$22,805,300,000	\$104,019,639,806
(2) The Millege projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		\$31,548,787	\$33,270,888	\$34,967,016	\$36,653,400	\$38,312,904	\$174,752,995
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	\$27,041,817	\$28,517,904	\$29,971,728	\$31,417,200	\$32,839,632	\$149,788,281
(5) Difference of lines (3) and (4)		\$4,506,970	\$4,752,984	\$4,995,288	\$5,236,200	\$5,473,272	\$24,964,714

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2018 - 2019 Actual Budget	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Total
PECO New Construction	340	\$0	\$0	\$0	\$0	\$0	\$0
PECO Maintenance Expenditures		\$316,196	\$306,030	\$306,030	\$306,030	\$306,030	\$1,540,316
		\$316,196	\$306,030	\$306,030	\$306,030	\$306,030	\$1,540,316

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2018 - 2019 Actual Budget	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$110,013	\$110,013	\$110,013	\$110,013	\$110,013	\$550,065
CO & DS Interest on Undistributed CO	360	\$7,677	\$7,677	\$7,677	\$7,677	\$7,677	\$38,385
		\$117,690	\$117,690	\$117,690	\$117,690	\$117,690	\$588,450

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Nothing reported for this section.

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2017 - 2018? No

Additional Revenue Source

Any additional revenue sources

Item	2018 - 2019 Actual Value	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Revenue from CO & DS Bond Sale	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Voted Capital Improvements millage	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenue for Other Capital Projects	\$1,328	\$1,328	\$1,328	\$1,328	\$1,328	\$6,640
Proceeds from 1/2 cent sales surtax authorized by school board	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificates of Participation (COP's) Sale	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms for Kids	\$0	\$0	\$0	\$0	\$0	\$0
District Equity Recognition	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees received	\$1,100,000	\$0	\$0	\$0	\$0	\$1,100,000
Private donations	\$0	\$0	\$0	\$0	\$0	\$0

Grants from local governments or not-for-profit organizations	\$0	\$0	\$0	\$0	\$0	\$0
Interest, Including Profit On Investment	\$32,158	\$32,158	\$32,158	\$32,158	\$32,158	\$160,790
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	\$0	\$0	\$0	\$0	\$0	\$0
Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$1,212,914	\$432,756	\$432,756	\$432,756	\$432,756	\$2,943,938
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$2,346,400	\$466,242	\$466,242	\$466,242	\$466,242	\$4,211,368

Total Revenue Summary

Item Name	2018 - 2019 Budget	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$27,041,817	\$28,517,904	\$29,971,728	\$31,417,200	\$32,839,632	\$149,788,281
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$24,483,021)	(\$25,831,028)	(\$28,756,945)	(\$29,183,927)	(\$27,623,564)	(\$135,878,485)
PECO Maintenance Revenue	\$316,196	\$306,030	\$306,030	\$306,030	\$306,030	\$1,540,316
Available 1.50 Mill for New Construction	\$2,558,796	\$2,686,876	\$1,214,783	\$2,233,273	\$5,216,068	\$13,909,796

Item Name	2018 - 2019 Budget	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Five Year Total
CO & DS Revenue	\$117,690	\$117,690	\$117,690	\$117,690	\$117,690	\$588,450
PECO New Construction Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Other/Additional Revenue	\$2,346,400	\$466,242	\$466,242	\$466,242	\$466,242	\$4,211,368
Total Additional Revenue	\$2,464,090	\$583,932	\$583,932	\$583,932	\$583,932	\$4,799,818
Total Available Revenue	\$5,022,886	\$3,270,808	\$1,798,715	\$2,817,205	\$5,800,000	\$18,709,614

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Nothing reported for this section.

Nothing reported for this section.

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2018 - 2019 Actual Budget	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	Total	Funded
Renovations/Improvements Locker Room Renovations	OSLO MIDDLE	\$250,886	\$0	\$0	\$0	\$0	\$250,886	Yes
Stadium Locker Room and PE Gym Locker Room Renovations	SEBASTIAN RIVER SENIOR HIGH	\$1,500,000	\$862,992	\$0	\$0	\$0	\$2,362,992	Yes
Vero Beach High School Freshman Learning Center Locker Room/Bathroom Renovations	VERO BEACH SENIOR HIGH	\$0	\$750,000	\$0	\$0	\$0	\$750,000	Yes
Kalwall Roof Replacement	DODGERTOWN ELEMENTARY	\$0	\$357,816	\$0	\$0	\$0	\$357,816	Yes
Kalwall Roof Replacement	GIFFORD MIDDLE	\$0	\$600,000	\$1,593,494	\$0	\$0	\$2,193,494	Yes
Restroom Renovations	SEBASTIAN RIVER SENIOR HIGH	\$0	\$425,000	\$0	\$0	\$0	\$425,000	Yes
Cafeteria Expansion/Renovation	SEBASTIAN RIVER MIDDLE	\$0	\$0	\$0	\$0	\$5,000,000	\$5,000,000	Yes
Traffic Improvements	PELICAN ISLAND ELEMENTARY	\$0	\$0	\$0	\$0	\$800,000	\$800,000	Yes
SECURITY ENHANCEMENT PROJECTS - DISTRICTWIDE (Single Point of Entry, Fencing)	Location not specified	\$3,272,000	\$275,000	\$0	\$0	\$0	\$3,547,000	Yes
Cafeteria Expansion/Renovation	GLENDALE ELEMENTARY	\$0	\$0	\$205,221	\$2,817,205	\$0	\$3,022,426	Yes
		\$5,022,886	\$3,270,808	\$1,798,715	\$2,817,205	\$5,800,000	\$18,709,614	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2018 - 2019 Satis. Stu. Sta.	Actual 2018 - 2019 FISH Capacity	Actual 2017 - 2018 COFTE	# Class Rooms	Actual Average 2018 - 2019 Class Size	Actual 2018 - 2019 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2022 - 2023 COFTE	Projected 2022 - 2023 Utilization	Projected 2022 - 2023 Class Size
VERO BEACH SENIOR HIGH	3,012	2,861	2,814	130	22	98.00 %	0	0	2,738	96.00 %	21
ROSEWOOD ELEMENTARY	543	543	545	29	19	100.00 %	0	0	538	99.00 %	19
BEACHLAND ELEMENTARY	580	580	472	32	15	81.00 %	0	0	454	78.00 %	14
GIFFORD MIDDLE	1,136	1,022	691	48	14	68.00 %	0	0	663	65.00 %	14
ALTERNATIVE	0	0	0	0	0	0.00 %	0	0	25	0.00 %	0
TREASURE COAST ELEMENTARY	799	799	681	41	17	85.00 %	0	0	633	79.00 %	15
TREASURE COAST TECHNICAL COLLEGE	54	0	0	4	0	0.00 %	0	0	0	0.00 %	0
LIBERTY MAGNET	666	666	548	37	15	82.00 %	0	0	530	80.00 %	14
STORM GROVE MIDDLE SCHOOL	1,382	1,243	1,006	60	17	81.00 %	0	0	1,012	81.00 %	17
SEBASTIAN RIVER SENIOR HIGH	2,440	2,318	1,739	102	17	75.00 %	0	0	1,765	76.00 %	17
SEBASTIAN RIVER MIDDLE	1,273	1,145	960	54	18	84.00 %	0	0	913	80.00 %	17
OSCEOLA MAGNET SCHOOL (NEW)	557	557	528	30	18	95.00 %	0	0	530	95.00 %	18
SEBASTIAN ELEMENTARY	637	637	445	34	13	70.00 %	0	0	375	59.00 %	11

GLENDALE ELEMENTARY	702	702	564	37	15	80.00 %	0	0	555	79.00 %	15
INDIAN RIVER ACADEMY	604	604	479	32	15	79.00 %	0	0	387	64.00 %	12
OSLO MIDDLE	1,140	1,026	828	50	17	81.00 %	0	0	859	84.00 %	17
FELLSMERE ELEMENTARY	787	787	574	42	14	73.00 %	0	0	534	68.00 %	13
PELICAN ISLAND ELEMENTARY	654	654	400	35	11	61.00 %	0	0	367	56.00 %	10
WABASSO SCHOOL	81	81	50	7	7	62.00 %	0	0	50	62.00 %	7
CITRUS ELEMENTARY	892	892	717	46	16	80.00 %	0	0	680	76.00 %	15
DODGERTOWN ELEMENTARY	584	584	366	32	11	63.00 %	0	0	346	59.00 %	11
VERO BEACH ELEMENTARY	796	796	601	43	14	75.00 %	0	0	567	71.00 %	13
	19,319	18,497	15,007	925	16	81.13 %	0	0	14,521	78.50 %	16

The COFTE Projected Total (14,521) for 2022 - 2023 must match the Official Forecasted COFTE Total (14,521) for 2022 - 2023 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2022 - 2023	
Elementary (PK-3)	4,396
Middle (4-8)	5,597
High (9-12)	4,528
	14,521

Grade Level Type	Balanced Projected COFTE for 2022 - 2023
Elementary (PK-3)	0
Middle (4-8)	0
High (9-12)	0
	14,521

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	Year 5 Total
Total Relocatable Replacements:	0	0	0	0	0	0

Charter Schools Tracking

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2022 - 2023
Indian River Charter High School	26	STATE	1998	650	718	25	700
Sebastian Charter Junior High	12	STATE	1998	264	264	26	280

North County Charter Elementary	17	STATE	1998	322	341	14	350
St. Peter's Academy	8	PRIVATE	2000	156	133	16	150
Imagine Charter School South	38	PRIVATE	2008	900	893	11	900
	101			2,292	2,349		2,380

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Educational Classrooms:		0	0	0	0	0	0

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Co-Teaching Classrooms:		0	0	0	0	0	0

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Not Specified

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Not Specified

Consistent with Comp Plan? No

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2017 - 2018 fiscal year.					List the net new classrooms to be added in the 2018 - 2019 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2018 - 2019 should match totals in Section 15A.			
Location	2017 - 2018 # Permanent	2017 - 2018 # Modular	2017 - 2018 # Relocatable	2017 - 2018 Total	2018 - 2019 # Permanent	2018 - 2019 # Modular	2018 - 2019 # Relocatable	2018 - 2019 Total
Elementary (PK-3)	8	0	-5	3	0	0	0	0
Middle (4-8)	8	0	-5	3	0	0	0	0

High (9-12)	0	0	0	0	0	0	0	0
	16	0	-10	6	0	0	0	0

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	5 Year Average
INDIAN RIVER ACADEMY	0	0	0	0	0	0
DODGERTOWN ELEMENTARY	0	0	0	0	0	0
VERO BEACH ELEMENTARY	0	0	0	0	0	0
SEBASTIAN RIVER MIDDLE	154	154	154	154	154	154
GIFFORD MIDDLE	0	0	0	0	0	0
FELLSMERE ELEMENTARY	0	0	0	0	0	0
PELICAN ISLAND ELEMENTARY	0	0	0	0	0	0
WABASSO SCHOOL	10	10	10	10	10	10
CITRUS ELEMENTARY	0	0	0	0	0	0
TREASURE COAST ELEMENTARY	0	0	0	0	0	0
VERO BEACH SENIOR HIGH	0	0	0	0	0	0
ROSEWOOD ELEMENTARY	0	0	0	0	0	0
BEACHLAND ELEMENTARY	0	0	0	0	0	0
OSLO MIDDLE	0	0	0	0	0	0
SEBASTIAN RIVER SENIOR HIGH	0	0	0	0	0	0
STORM GROVE MIDDLE SCHOOL	0	0	0	0	0	0
ALTERNATIVE	0	0	0	0	0	0
TREASURE COAST TECHNICAL COLLEGE	0	0	0	0	0	0
LIBERTY MAGNET	0	0	0	0	0	0
OSCEOLA MAGNET SCHOOL (NEW)	0	0	0	0	0	0
SEBASTIAN ELEMENTARY	0	0	0	0	0	0
GLENDALE ELEMENTARY	18	18	18	18	18	18

Totals for INDIAN RIVER COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	182	182	182	182	182	182
Total number of COFTE students projected by year.	14,863	14,723	14,607	14,517	14,521	14,646
Percent in relocatables by year.	1 %	1 %	1 %	1 %	1 %	1 %

Leased Facilities Tracking

Existing leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2018 - 2019	FISH Student Stations	Owner	# of Leased Classrooms 2022 - 2023	FISH Student Stations
SEBASTIAN RIVER MIDDLE	7	154	Mobile Modular	7	154
GLENDALE ELEMENTARY	1	18	Mobile Modular	1	18
WABASSO SCHOOL	1	10	Mobile Modular	1	10
VERO BEACH SENIOR HIGH	0	0		0	0
ROSEWOOD ELEMENTARY	0	0		0	0
BEACHLAND ELEMENTARY	0	0		0	0
GIFFORD MIDDLE	0	0		0	0
ALTERNATIVE	0	0		0	0
TREASURE COAST ELEMENTARY	0	0		0	0
TREASURE COAST TECHNICAL COLLEGE	0	0		0	0
LIBERTY MAGNET	0	0		0	0
STORM GROVE MIDDLE SCHOOL	0	0		0	0
SEBASTIAN RIVER SENIOR HIGH	0	0		0	0
OSCEOLA MAGNET SCHOOL (NEW)	0	0		0	0
SEBASTIAN ELEMENTARY	0	0		0	0
INDIAN RIVER ACADEMY	0	0		0	0
OSLO MIDDLE	0	0		0	0
FELLSMERE ELEMENTARY	0	0		0	0
PELICAN ISLAND ELEMENTARY	0	0		0	0
CITRUS ELEMENTARY	0	0		0	0
DODGERTOWN ELEMENTARY	0	0		0	0
VERO BEACH ELEMENTARY	0	0		0	0
	9	182		9	182

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

No plans at this time for closure of any schools.

Long Range Planning

Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Project	2022 - 2023 / 2027 - 2028 Projected Cost
Health & Life Safety Districtwide	\$7,500,000
Capital Maintenance	\$7,500,000
HVAC Districtwide	\$7,500,000
Minor Projects Renovation/Remodeling Districtwide	\$10,000,000
Technology Upgrades	\$5,000,000
ADA Compliance Districtwide	\$2,500,000
	\$40,000,000

Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Project	Location, Community, Quadrant or other general location	2022 - 2023 / 2027 - 2028 Projected Cost
Elementary School "C"	TBD	\$20,000,000
		\$20,000,000

Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2017 - 2018 FISH Capacity	Actual 2017 - 2018 COFTE	Actual 2017 - 2018 Utilization	Actual 2018 - 2019 / 2027 - 2028 new Student Capacity to be added/removed	Projected 2027 - 2028 COFTE	Projected 2027 - 2028 Utilization
Elementary - District Totals	8,801	8,801	6,919.02	78.62 %	750	7,024	73.54 %
Middle - District Totals	4,931	4,436	3,484.46	78.54 %	0	3,282	73.99 %
High - District Totals	5,452	5,179	4,553.05	87.91 %	0	4,194	80.98 %
Other - ESE, etc	135	81	50.08	61.73 %	0	48	59.26 %
	19,319	18,497	15,006.61	81.13 %	750	14,548	75.59 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Ten-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 06 thru 10 out years (Section 28).

On-site and Off-site Infrastructure to accomodate construction of New Elementary "C", location TBD

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 06 thru 10 out years (Section 29).

None

Twenty-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Project	2027 - 2028 / 2037 - 2038 Projected Cost
Health & Life Safey Districtwide	\$10,000,000
Capital Maintenance	\$10,000,000
HVAC Districtwide	\$10,000,000
Minor Projects Renovation/Remodeling Districtwide	\$10,000,000
Technology Upgrade	\$10,000,000
ADA Compliance Districtwide	\$5,000,000
	\$55,000,000

Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2017 - 2018 FISH Capacity	Actual 2017 - 2018 COFTE	Actual 2017 - 2018 Utilization	Actual 2018 - 2019 / 2037 - 2038 new Student Capacity to be added/removed	Projected 2037 - 2038 COFTE	Projected 2037 - 2038 Utilization
Elementary - District Totals	8,801	8,801	6,919.02	78.62 %	750	7,586	79.43 %
Middle - District Totals	4,931	4,436	3,484.46	78.54 %	0	3,545	79.91 %
High - District Totals	5,452	5,179	4,553.05	87.91 %	0	4,480	86.50 %
Other - ESE, etc	135	81	50.08	61.73 %	0	50	61.73 %
	19,319	18,497	15,006.61	81.13 %	750	15,661	81.37 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Twenty-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 11 thru 20 out years (Section 28).

None

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 thru 20 out years (Section 29).

None

**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**

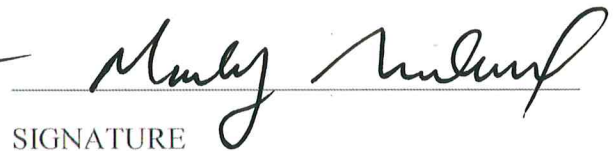
**SCHOOL BOARD OF INDIAN RIVER
COUNTY, FLORIDA**

Anthony J. Brown

Mark J. Rendell, Ed.D.

NAME (printed)

NAME (printed)



SIGNATURE

SIGNATURE

President, Indian River County Branch
NAACP 5151

Superintendent of Schools

TITLE (printed)

TITLE (printed)

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

THIS AGREEMENT, entered into this 25th day of September 2018, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the “**School Board**”, and MetLife hereinafter referred to as the “**CONTRACTOR**”, is as follows:

1. SCOPE OF WORK

The Contractor shall, in a satisfactory and proper manner as determined by the Superintendent, perform the following:
Nature of Contracted Services: As outlined in MetLife’s response to_SDIRC 11-0-2018-JC RFP Group Critical Illness, Accidental Injury and Cancer (“RFP Response”) and group contract incorporated herein by reference and made a part of this agreement

2. TERM OF AGREEMENT

The **Contractor** shall commence performance of the Agreement on the 1st day of October, 2018, and shall complete performance per the terms of the RFP Response and group policy no later than the 30th day of September, 2021, with two one year renewal options, at rates to be determined and agreed upon in writing by the parties at the time of renewal. **School Board** reserves the right to terminate this Agreement without cause by giving sixty (60) days written notice to the **Contractor**.

School Board may terminate the group contract at any time by giving MetLife written notice. The effective date of termination will be the later of:

1. The date stated in the notice; or
2. The date Contractor receives the notice.

School Board will be responsible for all premiums due and payable up to the date of termination of the policy.

3. COMPENSATION

The **School Board** shall compensate the **Contractor** in an amount noted in the RFP Response and in the Group Contract. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

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

- One lump sum payment monthly based on the monthly rates and products, as shown on Exhibit A.
- Partial payments in the amount of \$ _____ after/before each invoice.
- Please see payment schedule hereto attached and incorporated into this Agreement.

5. REGULATIONS & ORDINANCES

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

6. ENTIRE AGREEMENT

It is understood and agreed that this Agreement including the RFP Response, and the Group Contract, contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement or the Group Contract. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise,

except as expressly set forth herein. For the avoidance of doubt, with respect to the provision of insurance, the Group Contract shall govern.

7. GOVERNING LAW; VENUE

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

8. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

9. DUTY TO DEFEND

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

10. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The **School Board** of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving sixty (60) business days prior written notice to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract. The **School Board** of Indian River County shall only be required to pay to the **Contractor** that amount of the contract actually performed to the effective date of termination.

11. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

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

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

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

13. PATENTS, COPYRIGHTS AND ROYALTIES

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

14. BACKGROUND SCREENING REQUIREMENTS

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

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

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

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

Contractor agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any

arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement.

15. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

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

16. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following **School Board** Policies: 6320 Purchasing and Contracting for Goods and Services (for the avoidance of doubt, as may be modified to conform to Florida Statutes Section 119.0701); 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable **School Board** contracting and procurement policies and procedures.

17. ASSIGNMENT

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

18. DEBARMENT

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

Contractor agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions,

debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs 18(a) – (e) above, with respect to **Contractor** or its principals.

Intentionally deleted

19. CONDUCT WHILE ON SCHOOL PROPERTY

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

20. NO WAIVER

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

21. NON-DISCRIMINATION

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, or national or ethnic origin.

22. NO TAXES

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

23. WRITTEN NOTICE DELIVERY

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

24. INSURANCE REQUIREMENTS

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

METLIFE

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

By: _____
(Signature)

(Name Typed)

(Title)

(Address)

By: _____
(Signature of School Board Chair)

(Name Typed)

(Title)

Date: _____

Date: _____

FEIN (BUSINESS) _____

SS# (INDIVIDUAL) _____

TELEPHONE / FAX NUMBER

CONTACT EMAIL ADDRESS

Exhibit A

METLIFE CANCER MONTHLY PREMIUM RATES/\$1000

Monthly Premium for \$1,000 of Coverage (Non-Tobacco)

Issue Age	Employee Only	Employee + Spouse	Employee + Children	Employee + Spouse / Children
<25	\$0.27	\$0.48	\$0.53	\$0.74
25-29	\$0.29	\$0.52	\$0.55	\$0.78
30-34	\$0.37	\$0.63	\$0.63	\$0.89
35-39	\$0.46	\$0.78	\$0.72	\$1.04
40-44	\$0.63	\$1.05	\$0.89	\$1.30
45-49	\$0.83	\$1.37	\$1.08	\$1.63
50-54	\$1.04	\$1.75	\$1.30	\$2.01
55-59	\$1.25	\$2.12	\$1.51	\$2.37
60-64	\$1.42	\$2.39	\$1.67	\$2.65
65-69	\$1.44	\$2.45	\$1.70	\$2.71
70+	\$1.42	\$2.47	\$1.68	\$2.73

Monthly Premium for \$1,000 of Coverage (Tobacco)

Issue Age	Employee Only	Employee + Spouse	Employee + Children	Employee + Spouse / Children
<25	\$0.39	\$0.64	\$0.64	\$0.90
25-29	\$0.42	\$0.71	\$0.68	\$0.97
30-34	\$0.57	\$0.92	\$0.83	\$1.18
35-39	\$0.75	\$1.21	\$1.01	\$1.47
40-44	\$1.08	\$1.73	\$1.34	\$1.99
45-49	\$1.46	\$2.36	\$1.72	\$2.62
50-54	\$1.88	\$3.09	\$2.14	\$3.35
55-59	\$2.30	\$3.82	\$2.56	\$4.08
60-64	\$2.62	\$4.38	\$2.88	\$4.64
65-69	\$2.70	\$4.54	\$2.96	\$4.80
70+	\$2.67	\$4.60	\$2.93	\$4.86

*Multiply the per \$1,000 rates shown above by the benefit amount divided by \$1,000 (e.g., 15 for \$15,000 of coverage) and round to two decimals to calculate rates for the quoted benefit amounts.

METLIFE CRITICAL ILLNESS MONTHLY PREMIUM RATES/\$1000

Monthly Premium for \$1,000 of Coverage (Non-Tobacco)

Issue Age	Employee Only	Employee + Spouse	Employee + Children	Employee + Spouse / Children
<25	\$0.59	\$1.07	\$1.04	\$1.52
25-29	\$0.63	\$1.16	\$1.08	\$1.61
30-34	\$0.81	\$1.44	\$1.26	\$1.89
35-39	\$1.02	\$1.82	\$1.47	\$2.27
40-44	\$1.41	\$2.47	\$1.86	\$2.92
45-49	\$1.87	\$3.24	\$2.32	\$3.69
50-54	\$2.44	\$4.17	\$2.89	\$4.62
55-59	\$3.04	\$5.14	\$3.49	\$5.59
60-64	\$3.64	\$6.06	\$4.09	\$6.51
65-69	\$4.14	\$6.86	\$4.59	\$7.31
70+	\$4.99	\$8.23	\$5.44	\$8.68

Monthly Premium for \$1,000 of Coverage (Tobacco)

Issue Age	Employee Only	Employee + Spouse	Employee + Children	Employee + Spouse / Children
<25	\$0.75	\$1.32	\$1.20	\$1.77
25-29	\$0.82	\$1.47	\$1.27	\$1.92
30-34	\$1.12	\$1.94	\$1.57	\$2.39
35-39	\$1.48	\$2.57	\$1.93	\$3.02
40-44	\$2.15	\$3.68	\$2.60	\$4.13
45-49	\$2.94	\$5.00	\$3.39	\$5.44
50-54	\$3.88	\$6.56	\$4.33	\$7.01
55-59	\$4.90	\$8.24	\$5.35	\$8.69
60-64	\$5.94	\$9.85	\$6.39	\$10.30
65-69	\$6.85	\$11.32	\$7.30	\$11.77
70+	\$8.41	\$13.83	\$8.86	\$14.28

*Multiply the per \$1,000 rates shown above by the benefit amount divided by \$1,000 (e.g., 15 for \$15,000 of coverage) and round to two decimals to calculate rates for the quoted benefit amounts.

METLIFE GROUP ACCIDENT INSURANCE MONTHLY PREMIUM RATES

	Employee Only	Employee + Spouse	Employee + Children	Employee + Spouse / Children
HIGH PLAN	\$12.50	\$26.57	\$25.34	\$31.78
LOW PLAN	\$6.75	\$14.45	\$13.53	\$17.33

AGENCY CUSTOMER ID: CN102965714

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED MetLife, Inc. and its Subsidiaries 200 Park Avenue, Mezzanine Level, 6th Floor New York, NY 10166	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY - CONTINUATION

Policy Number: WC 014122483 (AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT)
 Carrier: New Hampshire Insurance Company
 Effective Dates: 01/01/2018 - 01/01/2019
 Limit: See Page One

Policy Number: XWC 4595572 (MA)
 Carrier: National Union Fire Insurance Company of Pittsburgh PA
 Effective Dates: 01/01/2018 - 01/01/2019
 Limit: See Page One

Policy Number: XWC 4595573 (RI)
 Carrier: National Union Fire Insurance Company of Pittsburgh PA
 Effective Dates: 01/01/2018 - 01/01/2019
 Limit: See Page One

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A. In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Morristown NJ Office 44 Whippany Road, Suite 220 Morristown NJ 07960 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED MetLife, Inc. and its Subsidiaries 200 Park Avenue New York NY 10166 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Illinois National Insurance Co NAIC # 23817	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570073085902** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Cyber Liability			046871432 Event Mgmt/ Media Content SIR applies per policy terms & conditions	12/15/2017	12/15/2018	Security and Privacy Media Content \$5,000,000 \$5,000,000

Certificate No : 570073085902

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: All operations of the insured in connection with the Agreement between MetLife and School Board of Indian River County, Florida - Customer No.#215349 for Critical Illness, Accident and Cancer.
Event Mgmt/ Media Content Claims Made

CERTIFICATE HOLDER**CANCELLATION**

The School Board of Indian River County, Florida 6500 57th Street Vero Beach FL 32967 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>



September 14, 2018

Self-Assumption Standard

MetLife self assumes the risk of Professional Liability/Errors and Omissions Liability Insurance at the level of limits of liability required in any single contract. MetLife is one of the leading global insurance and employee benefits companies in the world. Given its financial strength, on an enterprise level, it does not ordinarily maintain relatively low levels of limits for Professional Liability/Errors and Omissions Liability Insurance. MetLife, however, does maintain catastrophic-type coverage through AIG and other companies. Please visit our website www.metlife.com and click over to our "Investor Relations" section to review our financial results and assigned financial strength ratings.

LaJean Grossett
Implementation Leader
MetLife