

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

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

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

Date: November 7, 2016

Time: 6:00 p.m.

Room: Teacher Education Center (TEC)

Business Meeting Agenda

I. CALL MEETING TO ORDER

II. ADOPTION OF ORDERS OF THE DAY

III. CITIZEN INPUT

IV. CONSENT AGENDA

A. Approval of Personnel Recommendations – Dr. Fritz

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

B. Approval of Agreement with Palm Garden of Vero Beach for 2016-2018 – Mrs. Dampier

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

V. Adjournment

Anyone who needs a special accommodation may contact the School District's American Disabilities Act Coordinator at 564-3175 (TTY 564-2792) at least 48-hours in advance of the meeting. NOTE: Changes and amendments to the agenda can occur prior to the meeting. All business meetings will be held in the Teacher Education Center (TEC) located in the J.A. Thompson Administrative Center at 6500 – 57th Street, Vero Beach, FL 32967, unless otherwise specified. The meeting will be audio taped and the agenda can be accessed by Internet at <http://www.indianriverschools.org>.

CONSENT AGENDA 11/7/16

Personnel Recommendations

1. Instructional Changes
2. Instructional Leaves
3. Instructional Promotions
4. Instructional Transfers
5. Instructional Separations
6. Instructional Employment
Alexander, John – SRMS, Baseball Coach 11/08/16, supplement only
Camba, Alison – SRHS, French Teacher, pending background clearance
Chopie, Alexander – VBHS, Science Teacher 11/08/16
Luster, Mickeya – Citrus, 2nd Grade Teacher, sunset position, pending background clearance
Millman, Kenneth – SRHS, Wrestling Assistant Coach 11/08/16, supplement only
Stalter, Jamie – Pelican Island, ESE VE Teacher, pending background clearance
7. Support Staff Changes
8. Support Staff Leaves
9. Support Staff Promotions
10. Support Staff Transfers
11. Support Staff Separations
12. Support Staff Employment
Eberhardt, Eric – Dodgertown, School Social Worker 11/08/16
Hitchcock, Helen – Osceola Magnet, Student Monitor 11/08/16
13. Administrative Separations
Earman, John – Physical Plant, resignation 11/18/16
14. Administrative Employment
15. Administrative Leaves
16. Approval of Placement in Instructional Substitute Pool
DeBenedet, Jennifer – Substitute Teacher 11/08/16
Failla, Jenna – Substitute Teacher 11/08/16

Hawkins, Kim – Substitute Teacher 11/08/16
Nelson-Soderman, Angelique – Substitute Teacher 11/08/16
Rizzotti, Chris – Substitute Teacher 11/08/16
Sarria Arias, Carlos – Substitute Teacher 11/08/16

17. Approval of Placement in Support Staff Substitute Pool

**AGREEMENT
BETWEEN
PALM GARDEN OF VERO BEACH**

And

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

Article I- General

Section I- Parties Involved- The following is an agreement between the School Board of Indian River County, 6500 57th Street, Vero Beach, Florida 32967 and Palm Garden of Vero Beach, 1755 37th Street, Vero Beach, FL 32960.

Section II-Description- A cooperative effort by the School Board of Indian River County, Florida and Palm Garden of Vero Beach to provide Nursing Assistant and Practical Nurse students supervised clinical experiences in order to prepare students to complete their programs.

Article II- Organization and Operation of Agreement

It is hereby agreed by and between the parties as follows:

Section I- Terms of Agreement

Terms of this Agreement shall commence November 8, 2016 or on the last date approved by either party, whichever is later and end June 30, 2018 unless terminated as hereinafter provided. Either party may submit in writing to the other party, at the addresses above, a request to terminate the agreement at least 30 days before the effective date of termination. Upon a request for termination by Palm Garden of Vero Beach, at the request of the School Board of Indian River County, currently participating students will be allowed to complete their clinical experience.

Either party may suggest revisions to this agreement at any time in writing. However, no such revision shall be enforceable unless approved by both parties in writing.

Section II- Obligation of Palm Garden of Vero Beach

- A. To provide adequate facilities and equipment for necessary conference space and clinical experiences as deemed appropriate for the Nursing Assistant and Practical Nurse programs.
- B. To permit students officially enrolled in the Nursing Assistant and Practical Nurse programs to enter at prearranged times for supervised clinical experiences.
- C. To permit school representatives to visit for the purpose of supervising and evaluating the Nursing Assistant and Practical Nursing Programs.

- D. To explore with the School District of Indian River County, Florida staff the appropriate solution to any problem that might arise in the implementation of these programs.

Section III- Obligation of the School District of Indian River County, Florida

- A. To ensure the Nursing Assistant and Practical Nurse Programs retain qualified instructors who are registered nurses.
- B. To assume full responsibility at all times for the educational program with the assistance of personnel as needed.
- C. To ensure that the classroom instructor is also the person who is responsible for and coordinates the supervised clinical experiences.
- D. To ensure clinical instructors contact the facility prior to student assignment to obtain information on any changes in facility policies and procedures relevant to the educational program.
- E. To withdraw any student from the program whose progress or practices, does not justify his/her continuation in the program.
- F. To require that all students be covered by a liability insurance policy prior to any clinical assignments and to keep a copy of such policy on file.
- G. To require all students and staff to adhere to the Privacy and Security Standards of the Health Insurance Portability and Accountability Act (45 C.R.R. Parts 160 and 164) (HIPAA). All students and staff will be required to sign a student confidentiality statement before patient contact.

Section IV- Obligation of Student

- A. The students must sign a confidentiality statement prior to patient contact.
- B. The students will abide by all policies and procedures of Palm Garden of Vero Beach and the School Board of Indian River County.
- C. The students will wear attire and identification as required by the School Board of Indian River County.
- D. The students will assume complete responsibility for personal illness, injury (including exposure to bodily fluids) occurring during clinical hours.

Article III- Program

Section I- Instructor-student ratio will not exceed 1:15 in the clinical area.

Article IV-Assurance

Federal law prohibits discrimination in any educational program or activity. No student shall, on the basis of race, color, national origin, sex or handicap, be excluded from participation in, be denied benefits of, or be subject of discrimination in the Nursing Assistant Program.

Article V-Indemnification & Insurance Agreement

Palm Garden of Vero Beach agrees to indemnify and hold harmless the School Board of Indian River County, and its officers, directors, agents, employees and students, for and on account of any and all claims, liabilities, causes of action, damages, suits, judgments and expenses including without limitation, reasonable attorneys' fees arising out of or related to or in any way connected with the negligent, reckless or intentional acts or omissions of Palm Garden of Vero Beach its faculty, employees and/or officers while in the conduct of the program.

Palm Garden of Vero Beach and School District of Indian River, Florida shall provide each other with proof of General Liability Insurance:

School District of Indian River, Florida: Each Occurrence \$1,000,000; General Aggregate \$3,000,000.

Palm Garden of Vero Beach: Each Occurrence \$1,000,000; General Aggregate 3,000,000.

Palm Garden of Vero Beach and School District of Indian River, Florida further agree to secure insurance coverage for its own buildings and contents.

Palm Garden of Vero Beach and the School District of Indian River, Florida agree to provide adequate Worker's Compensation insurance coverage as required by Chapter 440.F.S.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be duly executed by their proper offices.

The School Board of Indian River County, Florida

By: _____ Date _____
Dale Simchick, Chairman

Attest:

By: _____ Date _____
Mark Rendell, Ed. D., Superintendent

Palm Garden of Vero Beach, LLC
1755 37th Street, Vero Beach, FL 32960

By: _____ Date _____
Ashley Peters, Administrator

DESCRIPTIONS (Continued from Page 1)

Springdale Health Centers, LLC
Longhorn Properties, Inc.
Legerity Rehab, LLC
Palm Healthcare Management, LLC
North Miami Beach Nursing Center, Inc.
Summerwood Healthcare Holdings, LLC
Palm Garden of Aventura, LLC dba Palm Garden of Aventura, 21251 E. Dixie Hwy, N. Miami Beach, FL 33180
Palm Garden of Clearwater, LLC dba Palm Garden of Clearwater, 3480 McMullen Booth Rd, Clearwater, FL 33761
Palm Garden of Gainesville, LLC dba Palm Garden of Gainesville, 227 S.W. 62nd Blvd, Gainesville, FL 32607
Palm Garden of Jacksonville, LLC dba Palm Garden of Jacksonville, 5725 Spring Park Rd, Jacksonville, FL 32216
Palm Garden of Largo, LLC dba Palm Garden of Largo, 10500 Starkey Road, Largo, FL 33777
Palm Garden of Ocala, LLC dba Palm Garden of Ocala, 2700 S.W. 34th St, Ocala, FL 34474
Palm Garden of Orlando, LLC dba Palm Garden of Orlando, 654 Econlockhatchee Trail, Orlando, FL 32825
Palm Garden of Pinellas, LLC dba Palm Garden of Pinellas, 200 16th Ave S.E., Largo, FL 33771
Palm Garden of Port St. Lucie, LLC dba Palm Garden of Port St. Lucie, 1751 SE Hillmoor Drive, Port St. Lucie, FL 34952
Palm Garden of Sun City Center, LLC dba Palm Garden of Sun City Center, 3850 Upper Creek Drive, Sun City Center, FL 33573
Palm Garden of Tampa, LLC dba Palm Garden of Tampa, 3612 East 138th St, Tampa, FL 33613
Palm Garden of Vero Beach, LLC dba Palm Garden of Vero Beach, 1755 37th St, Vero Beach, FL 32960
Palm Garden of Winter Haven, LLC dba Palm Garden of Winter Haven, 1120 Cypress Gardens Blvd, Winter Haven, FL 33884
Palm Garden of West Palm Beach, LLC dba Palm Garden of West Palm Beach, 300 Executive Center Dr, West Palm Beach, FL 33401
Grand Palms ALF Operator, LLC dba Grand Palms Assisted Living, 600 N. Econlockhatchee Trail, Orlando, FL 32825
Interiors for Senior Housing, Inc.

****PROFESSIONAL LIABILITY:**

Each Medical Incident Limit - \$100,000
Per Location Aggregate Sublimit - \$500,000
Professional Liability Aggregate - \$1,000,000

Certificate holder is additional insured as respects General Liability only if required by written contract, and subject to the terms, conditions and limits as specified in the policy.

Professional Liability coverage is afforded on a Reimbursement basis for Damages made and Paid and reported to Hudson Excess Insurance Company by the Named Insured in accordance with the policy provisions. All payments to the Named Insured including Reimbursement Expense, Loss Adjustment Expense and Defense Costs are inside the limit of liability. The policy will only reimburse the Named Insured and will not reimburse any third parties. Any reimbursements to the Named Insured are included within and shall not reduce the Combined Aggregate Limit of the Policy.