

**District School Board of Indian River County, Florida  
6500 - 57<sup>th</sup> 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: November 20, 2018**

**Time: 6:00 p.m.**

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

**Business Meeting Agenda**

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE TO THE FLAG
- III. ADOPTION OF ORDERS OF THE DAY
- IV. PRESENTATIONS
  - A. Short Video on School Initiatives**
  - B. Principal and Assistant Principal of the Year**
  - C. Veteran of the Month - Dr. A. Ronald Hudson**
  - D. Casual for a Cause – American Cancer Society and Hurricane Michael**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
  - A. Approval of Minutes – Dr. Rendell**
    - 1. 2018-10-23 Superintendent's Workshop Minutes
    - 2. 2018-10-23 Business Meeting MinutesSuperintendent 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 Donations – Dr. Rendell**

1. The Physical Plant Department received donations from the following: Indian River County Board of Commissioners, \$11,300, Waste Management \$5,000, Janitorial Depot of America \$1,500, and Manpower \$250. The donations will benefit the Recycling Program for the School District of Indian River County and will be used to purchase recycling bins throughout the District.
2. Liberty Magnet School received a donation in the amount of \$3,520.66 from the Liberty Magnet School PTA. The funds went to the Principal's Challenge reading account, the fifth-grade Tallahassee field trip and the 5K fundraiser.
3. Sebastian River High School received a donation in the amount of \$1,000 from the Sebastian Exchange Club Foundation, Inc. The funds will be used to benefit the Sebastian River High School Wrestling Program.
4. Sebastian Elementary School received a donation in the amount of \$1,200 from the Mardy Fish Foundation. The funds will be used to support the Kids on Courts/Kids in Motion Tennis Program.
5. Vero Beach High School received a donation in the amount of \$1,500 from Rossway, Swan, Tierney, Barry, Lacey, & Oliver, P.L. The Donation will be utilized by the Vero Beach High School's 2018 Scholars' Ceremony.
6. Pelican Island Elementary School received a donation in the amount of \$1,500 from Marion Conley. The funds will be used for reading development at Pelican Island Elementary School. Superintendent recommends approval.

**D. Approval of the 2018-2019 District Best Practices Assessment – Mr. Teske**

The 2018-2019 District Best Practices Assessment Report is submitted annually to the Florida Department of Education and is required by the Safe Passage Act, Enacted 2001. The objective is for each District to have a clearly directed safety and security plan. This report is confidential. Superintendent Recommends Approval.

VII. ACTION AGENDA

**A. Approval of Renewal - Agreement with Alonzo Sign Language Interpreting, LLC for 2018-2019 – Mrs. Dampier**

The attached is a copy for a continuation to provide services for educational sign language interpreters for ESE students. Alonzo Sign Language provides hearing interpreters for hearing impaired students during their regular academic day as well as any extracurricular activities students participate in. The current Service Agreement amount is in the sum of \$49,999.00. The ESE Department is requesting to increase the agreement an additional \$70,000.00 with monies moved from open positions currently being filled by contracted services which include one full time and two-part time sign language interpreters as well as substitute interpreters on an as needed basis. Certificate of Insurance has been approved by Risk Management. Superintendent recommends approval.

**B. Approval of Florida Job Growth Grant – Mrs. Dampier**

This Florida Job Growth Grant will provide Treasure Coast Technical College with \$532,000 which will enable the school to provide instruction in the following workforce education programs: Building Trades and Construction Design, CNC Production Specialist, Professional Culinary Arts and Hospitality, and Welding Technologies. This will help to provide a local skilled workforce that will meet the needs of local businesses, create new career pathways for high school students, and help the underemployed obtain the skills necessary to earn a living wage. These funds will help to offset the cost of equipment, personnel, tuition, and instructional materials associated with the programs. Superintendent recommends approval.

**C. Approval of Contract Amendment for United Health Care Vision Coverage – Dr. Rendell**

The purpose and intent of this amendment is to correct the rates in the contract for employee vision services through United Health Care, which was board approved on June 18, 2018, to be consistent with the vision RFP which was board approved on May 22, 2018 (RFP #06-0-2018/JC). Superintendent recommends approval.

**ADD-ON:**

**D. Approval to Terminate Support Staff Employee – Dr. Rendell**

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

VIII. SUPERINTENDENT'S REPORT

IX. DISCUSSION

Equity Committee Clarification – Mrs. Zorc

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA

**A. Financial Report for quarter ending September 30, 2018 – Dr. Rendell**

Attached are the Financial Reports for the period July 1, 2018 – September 30, 2018.

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](http://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 October 23, 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. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present. Vice Chairman Charles G. Searcy and Board Member Dale Simchick were absent. ~~Prior to the meeting, an invocation was given by~~ **Eliminated**

### **Superintendent Workshop Minutes**

- I. Meeting was called to order by Chairman Frost at 1:00 p.m.
- II. Purpose of the Meeting  
Chairman Frost recognized Dr. Rendell. Dr. Rendell reviewed the presentations that were going to be covered today at the workshop. He also explained the workshop was for information only.
- III. Presentations
  - 1) Safety and Security Update  
Dr. Rendell started off stating the findings being shared today would be generic due to detailed information that was provided in the actual report. Mr. Teske and his team will go through a PowerPoint Presentation touching various areas. The presenters with Mr. Teske were Ms. Jennifer Idlette, Mr. Robert Michael, Mr. Nick Westenberger, and Mr. Brian Bender. Mr. Teske started off introducing each of the presenters along with some background information on the company that provided the report. The company name was Safe Havens International. The Board Members were made aware that there are is still work to be done to five of the 23 schools. Each of the presenters answered the Board Members questions throughout the presentation. Mr. Teske told the Board Members he would come back a workshop in January with an update. There was continued conversation about Rave and MutualLink along with their benefits. Sgt. Ross Partee came up to speak on the SRO's in the schools. As questions were presented by the Board, they were all answered.

At 2:22 p.m. Chairman Frost called for a brief recess. The Workshop reconvened at 2:30 p.m. He then recognized Dr. Rendell to continue with the presentations.

2) Treasure Coast Technical College – Phase 2

Dr. Rendell introduced Ms. Christi Shields and Mr. Nick Westenberger to present the potential programs and preliminary. Ms. Shields provided the Board with a brief overview of Phase 1 and where they stood with enrollment. A PowerPoint presentation of Phase 2 was presented. Ms. Shields and Mr. Westenberger took this time to review the slides with the Board. It was explained the drawings provided were strictly conceptual. There was a discussion with the Board Members on how the courses are obtained along with approximate costs based on the conceptual plan. Mr. Westenberger provided the Board with an approximate start to finish time frame of 20 months. After the questions were answered, Dr. Rendell thanked the Board Members for their time.

IV. ADJOURNMENT – Chairman Frost

Meeting adjourned at approximately 3:15 p.m.

The District School Board of Indian River County met on October 23, 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.

### **Business Meeting Minutes**

- I. Meeting was called to order by Chairman Frost at 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. Frost asked the Board to move Consent B-7 to Action when making a motion. Mrs. Justice moved approval for the Orders of the Day with moving Consent B-7 to Action. Dr. Rendell also asked Chairman Frost for Action B to be removed from the agenda. Mrs. Justice amended her motion to include the removal of Action Item B from the agenda. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.
- IV. PRESENTATIONS  
Chairman Frost recognized Dr. Rendell for the Presentations. Dr. Rendell commented on the crowd and for all of them coming out for different celebrations. He then turned the Presentations over to Mrs. Cristen Maddux.
  - A. **Musical Rendition by Beachland Elementary**  
The students performed a Patriotic Medley along with I am but a Small Voice. Photos were taken.
  - B. **Short Video on School Initiatives**  
Custodial Workers Week – October 1<sup>st</sup> through 5<sup>th</sup>. Mrs. Maddux introduced the Elks and shared how much work they do for our School District. The second video was about the Dictionary Tour. It went to all of the 3<sup>rd</sup> grade classes throughout the District. This dictionary also had an encyclopedia, brail, and sign language. These dictionaries were also provided to each of the Board Members.
  - C. **The Education Foundation Presents High Impact Grants – Cynthia Falardeau & Senator Mayfield**  
Mrs. Maddux introduced Senator Mayfield along with Cynthia Falardeau for the High Impact Grants. Ms. Falardeau introduced all of the community partners that

participated with these grants. Seven of our schools were awarded grants. 1) Osceola Magnet, 2) Rosewood Magnet, 3) Glendale Elementary, 4) Vero Beach Elementary, 5) Citrus Elementary, 6) Sebastian River High School, and 7) Pelican Island Elementary. Photos were taken

**D. FSA Learning Gains**

Mrs. Maddux, Mr. Taylor, Dr. Rendell, and School Board Members distributed awards that were presented to students from our Elementary, Middle, and High School 's for gains on their FSA testing. A group photo was taken.

**E. Vero Beach Elks and Sebastian Elks – Donation of Stop the Bleed Kits**

Mrs. Maddux introduced members from both the Vero Beach Elks Lodge and the Sebastian Elks Lodge. They raised the funds to purchase these kits for all of the schools in the District. A group photo was taken with all of the Elk members that were present, Dr. Rendell and our Board Members.

**F. Veteran of the Month – Telly Antona, US Army Veteran**

Mrs. Maddux introduced Ms. Telly Antona and her sons. A group photo was taken.

**G. Custodial Workers Recognition Day**

Mrs. Maddux and Mr. Michael presented certificates to some of the custodial workers. A group photo was taken.

**H. White Glove Award Recognition**

Mrs. Maddux asked Mr. Michael to come to the podium to introduce the White Glove Award. This was awarded to Rosewood Magnet School. A group photo was taken.

Additional Presentation by Dr. Rendell. He recognized Mr. Shawn Frost, Mr. Charles Searcy, and Mrs. Dale Simchick for their time on the Board. Each was presented with a plaque and gavel. A group photo was taken along with one of Mr. Frost, Mr. Searcy, and Mrs. Simchick together.

V. CITIZEN INPUT

Stacey Klim and Jackson Klim - Jackson

VI. CONSENT AGENDA

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

**A. Approval of Minutes – Dr. Rendell**

1. 2018-10-09 Superintendent's Workshop Minutes
  2. 2018-10-09 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 2018-2019 School Advisory Council Membership Composition – Mrs. Dampier**

In accordance with Florida Statute 1001.452 and School Board Policy 2125, each school must establish a School Advisory Council (SAC). Each SAC shall be composed of the principal and an appropriately balanced number of teachers, education support employees, students, parents, and other business and community citizens who are representative of the ethnic, racial, and economic community served by the school. School Advisory Councils must include students at high schools, may include students at middle schools, and do not include students at elementary schools. Completed SAC composition and membership reports are submitted for approval. Superintendent recommends approval.

**D. Approval of Donations – Dr. Rendell**

1. Sebastian Elementary School received a donation in the amount of \$1,778 from the Mardy Fish Foundation. The funds will be used to support the Sebastian Elementary Cheering and Dance Team. Superintendent recommends approval. Superintendent recommends approval.

**E. Approval of 2018-2019 School Improvement Plans and District Improvement and Assistance Plan – Mrs. Dampier**

In accordance with Florida Statute 1001.42 and School Board Policy 2120, all non-charter schools must complete a School Improvement Plan with the assistance of their School Advisory Council. The School Improvement Plans are completed using an 8-Step, Problem Solving Process, which includes analyzing data, setting goals and targets, and developing action plans for improvement. School Improvement Plans are submitted for approval and can be accessed without a password at <https://www.floridacims.org/districts/indian-river> Superintendent recommends approval.

**F. Approval for Sebastian River High School Color Guard to Travel to Dayton, Ohio – Mrs. Dampier**

WGI Sport of the Arts is the world's premier color guard organization and serves as the governing body for indoor color guards across the country. It is called the Sport of the Arts because it brings music to life through performance in a competitive format. Now entering its 42nd year in 2019, the sport continues to evolve and grow. There were more than 36,000 participants this past April. The Sebastian River High School Color Guard is seeking approval to travel to World Championships in Dayton, Ohio April 2-6, 2019. The SRHS Color Guard traveled to this event the last two years and plans to continue to "Strive for the Highest"! All expenses will be paid for through the SRHS Band Boosters. Insurance has been approved by Risk Management. Superintendent recommends approval.

**G. Approval for Sebastian River High School Band to Travel to New York City – Mrs. Dampier**

The Sebastian River High School Band Program, under the direction of Mr. Ashby Goldstein, is requesting permission to travel to New York City as they have been invited to perform in the 2019 NYC St. Patrick's Day Parade! This trip would provide wonderful educational and performance opportunities for our band students as they continue to "Strive for the Highest" in front of millions of spectators along the parade route and on live TV! The proposed trip would take place March 14-19, 2019. The individual band students & the SRHS Band Boosters will cover all associated costs and fees. Insurance has been approved by Risk Management. Superintendent recommends approval.

**H. Approval to Dispose of Surplus Property – Dr. Rendell**

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

VII. ACTION AGENDA

Chairman Frost noted a ~~scripter~~ **scrivener's** error on B-7 Support Staff Separations. Johns, Diane L from VBHS, Retirement 10/22/2018 should read Johnson. Mrs. Simchick made a motion to approve. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

**A. Approval to Set Public Hearing Date to Adopt New, Revised, and Repealed School Board Policies – Dr. Rendell**

On October 9, 2018, the District School Board discussed new, revised, and repealed Board Policies and requested to move forward with the adoption process. The purpose of the revisions is to be consistent with present practice and legislation. The Public Hearing and adoption will be noticed for the regular Business meeting on December 11, 2018. Superintendent recommends approval.

Chairman Frost recognized Dr. Rendell to present the item. Dr. Rendell read the information for the Board and public. Chairman Frost called for a motion. Mrs. Simchick moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

**This item was removed from the agenda in the beginning of the meeting.**

- B. Approval to Purchase Districtwide Radios for the P25 System in Accordance with Florida State Contract 4319000-18-NASPO-ACS-1 – Mr. Teske**
  
- C. Approval to Renew Agreement for SDIRC #04-0-2017JC Invitation to Bid (ITB) for Mechanical Services and Repairs – Mr. Teske**

Pursuant to the terms and conditions of ITB #04-0-2017JC, the Purchasing Department is requesting approval to renew this Agreement for a period of one year with Mid-State Mechanical of Vero Beach, Inc. as Primary Vendor and Climate Control Mechanical Service as Secondary Vendor. Scope of work for mechanical services includes HVAC installation, maintenance, repairs, sheet metal work, chiller change outs, chilled water piping and other work as requested on an as needed basis for projects and repairs up to \$300,000. The estimated annual expenditure is \$1,000,000. All prices, terms and conditions shall remain the same. The new contract period is November 21, 2018 through November 20, 2019. Please see attached backup. Superintendent recommends approval.

Chairman Frost recognized Dr. Rendell to present the item. Dr. Rendell read the information to the Board and audience. Chairman Frost called for a motion. Mrs. Justice moved approval. Mrs. Zorc seconded the motion and it carried unanimously, with a 5-0 vote.

Citizen Input

Bob Auwaerter – Action D/Tax Anticipation Note

**D. Approval of Resolution 2019-04 TAN, Tax Anticipation Notes, Series 2018 – Dr. Rendell**

The purpose of this action is to adopt the attached Resolution #2019-04 authorizing the issuance of Tax Anticipation Notes (TAN), Series 2018, in the amount of \$10 million to provide interim funds for the payment of operating expenses. On September 28, 2018, the District's financial advisor, Ford & Associates, Inc., assisted appropriate staff in contacting qualified financial institutions to request term sheets for a short-term loan in the form of a TAN. Upon consultation with the Financial Advisor and Note Counsel, Nabors, Giblin & Nickerson, District staff determined it is in the District's best interest to accept the term sheet provided by Wells Fargo Bank, National Association, the District's primary depository bank. The interest rate on the TAN will be set prior to the Board meeting. As of ~~October 10, 2018~~, October 19, 2018, the indicative rate was ~~2.79%~~ 2.80% and the maturity date is January 1, 2019, which would produce total interest of ~~\$51,150~~ \$51,333.

The Net Proceeds of the TAN (\$10,000,000.00), less payment of the costs of issuance of the TAN from the Net Proceeds of \$29,000.00, will be \$9,971,000.00 (the "Original Proceeds"). The Resolution approves the issuance of the TAN, accepts the offer of Wells Fargo Bank, National Association to purchase the TAN, authorizes the Chairman, the Superintendent, and appropriate staff to execute the necessary documents for the TAN, and take all other necessary actions in connection with the issuance of the TAN. The issuance of the TAN is required in order to provide necessary, short-term financing to position the District in such a manner that it is able to meet projected cash flow deficits of the General Fund and a working Capital Reserve. Superintendent recommends approval.

Chairman Frost recognized Dr. Rendell to present the item. Dr. Rendell read the information to the Board and audience along with addition information. He also introduced Mr. Ford from Ford and Associates. Mr. Ford reviewed some of the financial information. He answered the Board Members questions. The Board Members had a discussion. Chairman Frost called for a motion. Mrs. Simchick moved approval. Mrs. Justice seconded the motion. Chairman Frost recognized Mrs. Esplen for a Roll Call Vote. Mrs. Esplen took the Roll Call Vote that went as follows:

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

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

VIII. SUPERINTENDENT'S REPORT

Dr. Rendell shared that the District's Mobile Café's went to the Leon County School District, by way of three drivers and two mechanics volunteering their time to make this trip to deliver these buses. He also shared that \$10,000 in Scholastic Books will be donated and delivered on these buses. The United Way of IRC donated \$5,000 and the District is raising money by having a Casual for a Cause for this. If there are additional funds donated, they will go to the American Red Cross to assist with the Hurricane Michael recovery. The Leon County Schools will be taking these buses with the books and many more, to put the books in the hands of the children in these effected areas.

IX. DISCUSSION

Chairman asked if any Board Members had something they would like to bring up for discussion. The Chair recognized Mrs. Justice. She discussed some of the committee's that the School Board Members would wish to participate in and two that she would like to see multiple members participate in. There was a discussion on this. Mr. Frost shared that he would be working with Dr. Rendell on the November 20<sup>th</sup> Agenda. Mrs. Zorc asked to review how the evening will go. Mr. Frost reviewed the Organization Meeting, Leasing Corporation, and Business Meeting. Also, Mrs. Zorc pointed out that Mrs. Esplen could provide each of the new members a list of the committees. Mr. Frost and Mrs. Simchick shared their ideas. It was stated that some of these are appointed by the Chair and alternates. It was also mentioned there was a publicly noted Discussion Meeting to cover these committees so that they could be discussed openly as well as the attorney covering any pending litigation items with the new members. Mr. Frost asked Mrs. D'Agresta on how to handle the committees. It was suggested to leave them on the agenda and to have an open discussion on them. If they wish to eliminate one or make changes, they can do so.

X. SCHOOL BOARD MEMBER MATTERS

Chairman Frost recognized Mrs. Justice. Mrs. Justice spoke about the FACES Event, Vero Beach Elementary School Centennial Tree Planting and thanking the City of Vero Beach, The Tunnel of Hope and reminded everyone about the MCAN Summit (Moonshot Community Action Network) on October 31<sup>st</sup>. She thanked each of the Board Members that are leaving for everything they have shared. Mrs. Zorc thanked each of the Board Member for sharing their input and it had been great working with them. Mrs. Simchick shared some experiences and shared her appreciation for everyone's support. She also thanked Dr. Rendell along with Mrs. D'Agresta for all that they do and have done. Mr. Searcy expressed to the incoming Board for them to be themselves. He also shared that it was a pleasure to serve the county and to work with the Superintendent. Mr. Frost wanted to share lessons learned and advice to give. He expressed increasing transparency and to be the person you needed as a child along with supporting the

captain of the ship. He thanked both Dr. Rendell and Mrs. D'Agresta, and the Staff for everything.

XI. INFORMATION AGENDA

**Charter School Annual Financial Audit Reports – Dr. Rendell**

Pursuant to Florida Statute 1002.33 (5)(b)1b) requiring the sponsor of a charter school to monitor its revenues and expenses of the charter school, and in accordance with Florida Statute 1002.33(9)(g)(2) requiring charter schools to provide an annual financial report, and in compliance with Florida Statute 1002.33 (9)(j)(1) in ensuring that the governing board of a charter school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to s. 1002.345(2), the 2017/2018 charter schools Annual Financial Audit Reports are presented.

XII. SUPERINTENDENT'S CLOSING

Dr. Rendell reflected on the presentations from the beginning of the evening. He wanted to make sure to showcase the presentation on FSA Learning Gains and shared how that came about.

XIII. ADJOURNMENT – Chairman Frost

Meeting adjourned at approximately 9:05 p.m.

CONSENT AGENDA 11/20/18

**Personnel Recommendations**

1. Instructional Leaves

**Lathero, Casey – Treasure Coast Elementary, 2/19/19 – 4/26/19**

Morgan, Crystal – Indian River Academy, 11/8/18 – 12/21/18

**Porter, Jessica – Glendale Elementary, 1/7/19 – 5/29/19**

**York, Erin – SRMS, 12/13/18 – 12/21/18**

2. Instructional Transfers

Sturgeon, Christine – from Fellsmere Elementary, Reading Coach to Sebastian Elementary, 3<sup>rd</sup> Grade Teacher (Sunset Position) 11/12/18

White, Jeffrey – from Wabasso, Behavior Support Technician to Gifford Middle, ESE Teacher 11/1/18

3. Instructional Separations

Arnett, Dawn – SRHS, resignation 11/16/18

**Gibbs, Cynthia – Beachland Elementary, resignation 11/30/18**

Hammerle, Linda – Glendale Elementary, entering DROP 10/1/18

Michos, Patricia – Sebastian Elementary, resignation 11/16/18

Myers, Ariana – Oslo Middle, termination during probationary period 10/26/18

Neel, Crystal – VBHS, termination during probationary period 10/26/18

**Smith, Judith – Oslo Middle, entering DROP 11/15/18**

**Wright, Diane – Gifford Middle, resignation 11/30/18**

Young, Walden – Indian River Academy, resignation 10/31/18

4. Instructional Employment

Andrews, Amanda – Sebastian Middle, Science Teacher 11/12/18

Case, Catherine – Curriculum and Instruction, ESOL Resource Teacher (Sunset Position) 11/12/18

Davila, Carolina – VBHS, Foreign Language (Spanish) Teacher 11/26/18

**Hyde, Jordan – Oslo Middle, Art Teacher 11/26/18**

**Knight, Gerald – SRHS, Head Wrestling Coach 11/26/18**

**Plunkett, Mitzi – VBHS, Reading Teacher 11/26/18**

Powell, Julie – Storm Grove Middle, Math Teacher 11/5/18

Randall, Katharine – Osceola Magnet, ESE K-5<sup>th</sup> Teacher 11/7/18

Richardson, Aronn – Oslo Middle, Reading Teacher 10/30/18

Ruby, Meghan – Treasure Coast Technical College, Registered Nurse Clinical Adjunct Instructor, 11/5/18

Welsh, Jeffrey – Vero Beach Elementary, 4<sup>th</sup> Grade Teacher 11/7/18

**Wise, Tracy – SRHS, JV Boys Soccer Head Coach 11/13/18**

5. Support Staff Leaves

**Ausby, Charleen – SRMS, 12/6/18 – 1/8/19**

Baker, Helena – Glendale Elementary, 10/15/18 – 11/5/18

**Brown, Sally – Information Technology, 10/31/18 – 2/6/19**

Carabajal, Susana – Wabasso School, 10/31/18 – 2/6/19

**Maines, Sanquetta – Sebastian Elementary, 11/8/18 – 1/17/19**

**Poskanzer, Miriam – Transportation, 11/9/18 – 1/31/19**

Rolle, Nena – Treasure Coast Technical College, 10/22/18 – 1/9/19

Wiggins, Lynnette – Indian River Academy, 10/19/18 – 1/25/19

6. Support Staff Promotions

Boone, Robert – from Beachland Elementary, Custodian to Beachland Elementary, Head Custodian 10/24/18

Ross, Kathaleen – from Food and Nutrition Services, Food Service Audit/Application Clerk to Purchasing, Press Operator 11/13/18

Stanco, Frank – from Indian River Academy, Custodian to Physical Plant, Head Custodian II 11/19/18

7. Support Staff Transfers

**Morrison, Carter – from Finance and Employee Services, Assistant Superintendent to Transportation, Transportation Coordinator 11/26/18**

**Pinkerton, Evelyn – from Purchasing, Records Specialist to Building, Secretary – Bookkeeper 12/17/18**

8. Support Staff Separations

Aughinbaugh, Susan – Food and Nutrition Services, resignation 11/1/18

Baker, Helena – Glendale Elementary, resignation 11/5/18

**Davis, Carol – Oslo Middle, entering DROP 11/1/18**

**Delo, Sharon – Information Technology, resignation 12/14/18**

Dennis, Donna – Transportation, retirement 11/2/18

**Fussell, Sarah – Food and Nutrition Services, resignation 12/14/18**

**Hall, Mary E – SRHS, retirement 12/31/18**

Herman, Margaret – Purchasing, retirement 1/4/19

Magana, Lizet – Fellsmere Elementary, resignation 10/19/18

Mortimer, Christine – Gifford Middle, entering DROP 10/1/18

Strate, Diane – Sebastian River Middle, entering DROP 12/1/18

9. Support Staff Employment

**Barreto, Andre – Indian River Academy, Custodian 11/26/18**

Gehrke, Rebecca – Vero Beach Elementary, Teacher Assistant (Sunset Position) 11/7/18

Green, Parissa – Transportation, Bus Assistant (Sunset Position) 10/18/18

Hudson, Jack – Transportation, Mechanic 11/13/18

**Luna, Marisol – Pelican Island, Title I Teacher Assistant (Part Time .5) (Sunset Position) 11/26/18**

Ness, Douglas – Osceola Magnet, Custodian 11/8/18

Offutt, Geraldine – Citrus Elementary, Student Monitor (1.25 hours) 10/29/18

Rains, Nichelle – Curriculum and Instruction, Staff Development Personnel Record Specialist 11/7/18

Rizio, Taylor – Citrus Elementary, ESE Teacher Assistant (Sunset Position)  
11/5/18

10. Administrative Employment

Packard, Sharon – Curriculum and Instruction, Mental Health Coordinator  
11/21/18

11. Approval of Placement in Instructional Substitute Pool

**Boudreaux, Chelsea – Human Resources, Substitute Teacher 11/13/18**

Brackett, Jeffrey – Human Resources, Substitute Teacher 11/2/18

Escobar, Oscar – Human Resources, Substitute Teacher 11/9/18

**Greenway, Kimberley – Human Resources, Substitute Teacher 11/13/18**

Hunt, Susan – Human Resources, Substitute Teacher 10/31/18

Korzon, Amy – Human Resources, Substitute Teacher 11/2/18

Nyarko, Rasheida – Human Resources, Substitute Teacher 11/2/18

**Pallas, Cindy – Human Resources, Substitute Teacher 11/26/18**

Platt, Jeanne – Human Resources, Substitute Teacher 10/29/18

**Smart, Melanie – Human Resources, Substitute Teacher 11/13/18**

Sparkman, Nancy – Human Resources, Substitute Teacher 11/9/18

12. Approval of Placement in Support Staff Substitute Pool

Fagnoli, John – Transportation, Substitute Bus Assistant 11/8/18

Flood, Ashley – Human Resources, Substitute Teacher Assistant 11/9/18

**Gallagher, Thomas – Transportation, Substitute Bus Driver 11/14/18**

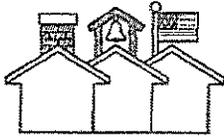
Santos, Sasha – Food and Nutrition Services, Substitute Food Service Assistant  
11/8/18

Stinson, Autraya – Transportation, Substitute Bus Driver 11/8/18

Traino, Anthonette – Transportation, Substitute Bus Driver 11/5/18

Revised 11/16/18

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# School District of Indian River County

6500 57th Street • Vero Beach, Florida, 32967 • Telephone: 772-564-3000 • Fax: 772-564-3054

**Mark J. Rendell, Ed.D. - Superintendent**

**DATE:** November 1<sup>st</sup>, 2018

**TO:** School Board Members

**FROM:** Robert Michael, CHFM  
Director, Physical Plant

**SUBJECT:** Request for approval of donation

The Physical Plant department would like to request approval for a donation of \$11,300.00 from Board of County Commissioners.

The generous donation will be used to expand our Recycling program in the School District and help educate our students, faculty and staff on the importance of promoting a sustainable environment.

The fair market value of the donated items is estimated to be \$11,300.00.

Respectfully

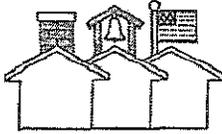
Robert Michael, CHFM  
 Director of Physical Plant  
 School District of Indian River County



"Educate and inspire every student to be successful"

Shawn R. Frost - Dale Simchick - Laura Zorc - Charles G. Searcy - Tiffany Justice  
 District 1 District 2 District 3 District 4 District 5

"To serve all students with excellence"  
 Equal Opportunity Educator and Employer



# School District of Indian River County

6500 57th Street • Vero Beach, Florida, 32967 • Telephone: 772-564-3000 • Fax: 772-564-3054

Mark J. Rendell, Ed.D. - Superintendent

DATE: November 1<sup>st</sup>, 2018

TO: School Board Members

FROM: Robert Michael, CHFM  
Director, Physical Plant

SUBJECT: Request for approval of donation

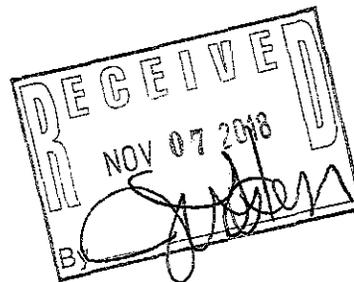
The Physical Plant department would like to request approval for a donation of \$5,000.00 from Waste Management.

The generous donation will be used to expand our Recycling program in the School District and help educate our students, faculty and staff on the importance of promoting a sustainable environment.

The fair market value of the donated items is estimated to be \$5,000.00.

Respectfully

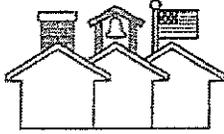
Robert Michael, CHFM  
 Director of Physical Plant  
 School District of Indian River County



"Educate and inspire every student to be successful"

Shawn R. Frost   •   Dale Simchick   •   Laura Zorc   •   Charles G. Searcy   •   Tiffany Justice  
 District 1                      District 2                      District 3                      District 4                      District 5

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# School District of Indian River County

6500 57th Street • Vero Beach, Florida, 32967 • Telephone: 772-564-3000 • Fax: 772-564-3054

Mark J. Rendell, Ed.D. - Superintendent

**DATE:** November 1<sup>st</sup>, 2018  
**TO:** School Board Members  
**FROM:** Robert Michael, CHFM  
Director, Physical Plant  
**SUBJECT:** Request for approval of donation

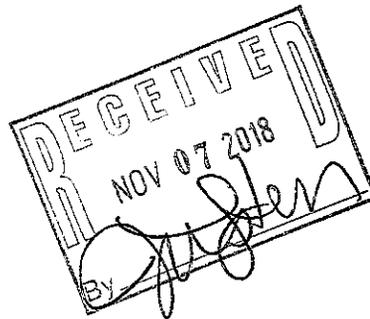
The Physical Plant department would like to request approval for a donation of \$1,500.00 from Janitorial Depot of America, Inc.

The generous donation will be used to expand our Recycling program in the School District and help educate our students, faculty and staff on the importance of promoting a sustainable environment.

The fair market value of the donated items is estimated to be \$1,500.00.

Respectfully

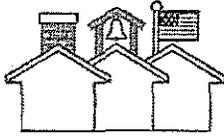
Robert Michael, CHFM  
Director of Physical Plant  
School District of Indian River County



"Educate and inspire every student to be successful!"

Shawn R. Frost - Dale Simchick - Laura Zorc - Charles G. Searcy - Tiffany Justice  
District 1 District 2 District 3 District 4 District 5

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# School District of Indian River County

6500 57th Street • Vero Beach, Florida, 32967 • Telephone: 772-564-3000 • Fax: 772-564-3054

Mark J. Rendell, Ed.D. - Superintendent

---

**DATE:** November 1<sup>st</sup>, 2018

**TO:** School Board Members

**FROM:** Robert Michael, CHFM  
Director, Physical Plant

**SUBJECT:** Request for approval of donation

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The Physical Plant department would like to request approval for a donation of \$250.00 from Manpower.

The generous donation will be used to expand our Recycling program in the School District and help educate our students, faculty and staff on the importance of promoting a sustainable environment.

The fair market value of these trees is estimated to be \$250.00.

Respectfully

Robert Michael, CHFM  
Director of Physical Plant  
School District of Indian River County



"Educate and inspire every student to be successful"

Shawn R. Frost - Dale Simchick - Laura Zorc - Charles G. Searcy - Tiffany Justice  
District 1 District 2 District 3 District 4 District 5

"To serve all students with excellence"  
Equal Opportunity Educator and Employer

NOV 06 2018

**LIBERTY MAGNET SCHOOL**  
*"An IBO World School - Primary Years Program"*

6850 81st Street • Vero Beach, FL 32967 • (772) 564-5300 • Fax: (772) 564-5303

**Takeisha Harris**  
*Principal*

**Kelly Good**  
*Assistant Principal*

DATE: October 29, 2018

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

FROM: Takeisha Harris, Principal  
Liberty Magnet Elementary

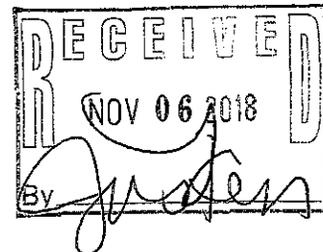
SUBJECT: School Donation Board Rule 0122

Liberty Magnet Elementary respectfully requests notification to the School Board of IR County, a donation that was received from the Liberty PTA. Three checks totaling \$3520.66 was receipted and deposited directly into our internal accounts. \$1500.00 went to the Principal's Challenge reading account, \$1920.66 went to the fifth-grade Tallahassee field trip, and \$100.00 went to our 5K fundraiser.

Sincerely,



Takeisha Harris  
Principal



# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

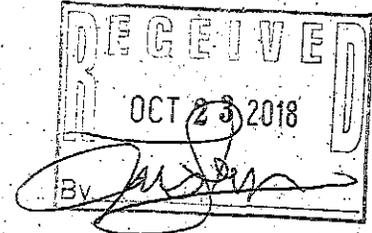
Telephone: (772) 564-4170 • Fax: (772) 564-4182

Date: October 19, 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 \$1,000.00 donation from the Sebastian Exchange Club Foundation, Inc.

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

Sincerely,

Dariyall Brown  
Principal

*"You Can't Hide That Shark Pride"*

Dariyall Brown  
Principal

Michele Holmes  
Assistant Principal

Kevin Van Brimmer  
Assistant Principal

Kelly Ward  
Assistant Principal

William Wilson III  
Assistant Principal

Madison Cama  
Guidance Counselor

Kim O'Keefe  
Guidance Counselor

Wendy Palmer  
Guidance Counselor

Lynn Phillips  
Guidance Counselor

Enrique Valencia  
Guidance Counselor



School District of Indian River County

# Sebastian Elementary School

400 Sebastian Boulevard ♦ Sebastian, Florida 32958

Telephone: (772) 978-8200

Fax: (772) 978-8205

Letitia Whitfield-Hart  
Principal

Dr. Chadwick Bacon  
Assistant Principal

October 15, 2018

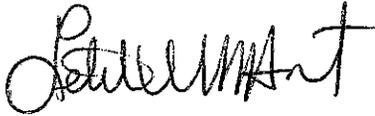
To: School Board Members

From: Letitia Whitfield-Hart

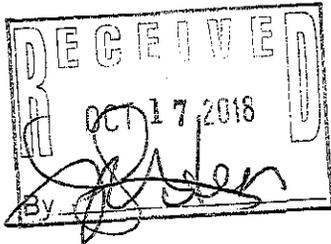
Re: Request for Approval of Donation

A donation of \$1,200 was received from the Mardy Fish Foundation. The funds will be used to support the Kids on Courts/Kids in Motion Tennis program by providing equipment and tennis lessons.

These funds were deposited into the Sebastian Elementary internal funds account entitled Mardy Fish Foundation.



Letitia Whitfield-Hart



Home of the Sebastian Sea Turtles  
"Where Every Student and Teacher Experiences  
Emotional, Social and Academic Success"  
[www.indianriverschools.org/SES](http://www.indianriverschools.org/SES)

# VERO BEACH HIGH SCHOOL

1707 16th Street, Vero Beach, Florida 32960

Mr. Shawn O'Keefe, Principal

October 16, 2018

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

RE: SDIRC Board Rule 0122

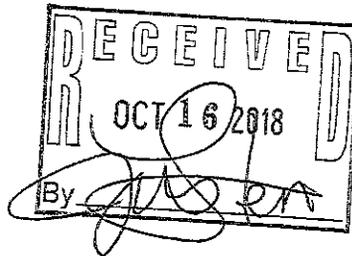
Vero Beach High School would like to request approval for a donation in the amount of \$1,500 that our school received from Rossway, Swan, Tierney, Barry, Lacey & Oliver, P.L., 2101 Indian River Blvd., Ste. 200, Vero Beach, FL 32960.

At the request of the donor, the money will be deposited into the 2018 Scholars' Ceremony internal account and the funds will be used to support that event.

Very truly yours,



Shawn O'Keefe



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

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

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

School District of Indian River County

# Pelican Island Elementary School

1355 Schumann Drive ♦ Sebastian, Florida 32958

Telephone: (772) 564-6500 ♦ Fax: (772) 564-6493

**Chris Kohlstedt**  
*Principal*



**Theresa Wagner**  
*Assistant Principal*

October 30, 2018

To: School Board Members

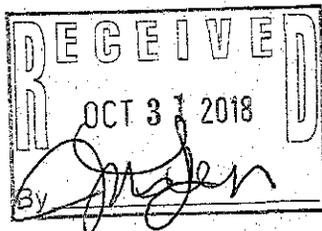
From: Chris Kohlstedt

Re: Donation Approval

A donation of \$1,500.00 was received from Marion Conley. The funds are to be used as needed for the Reading Development Program at Pelican Island Elementary.

These funds were deposited into Pelican Island Elementary internal funds account entitled Reading Development.

  
Chris Kohlstedt, Principal



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**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA  
AGREEMENT FOR CONTRACTED SERVICES  
(involving student data)**

**THIS AGREEMENT**, entered into this 21<sup>st</sup> day of November, 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 Alonzo Sign Language Interpreting, LLC (Legal Name of Contracting Party/Organization) hereinafter referred to as the “CONTRACTOR”, is as follows:

**1. SCOPE OF WORK**

The Contractor shall, in a satisfactory and proper manner as determined by the Superintendent, perform the following:

Nature of Contracted Services:

EDUCATIONAL SIGN LANGUAGE INTERPRETER shall provide services at prescribed schools or extracurricular school events on an as needed basis. Services shall be authorized by the SCHOOL BOARD representative.

Contractor shall be Provided Access to the Following Student Data:

Individual Education Exceptional Student Education Records (including referral, eligibility staffing, Individual Education Plans, etc.

Anticipated Outcome of Contracted Services:

The SCHOOL BOARD will authorize EDUCATIONAL SIGN LANGUAGE INTERPRETER to perform service on a case-by-case basis. The SCHOOL BOARD shall exercise no control over services provided by the EDUCATIONAL SIGN LANGUAGE INTERPRETER except to ensure the quality and appropriateness of services provided by the EDUCATIONAL SIGN LANGUAGE INTERPRETER to the SCHOOL BOARD.

Location of Contracted Service:

Various district schools.

Date(s)/Hours of Service:

Services will be provided by the HEARING INTERPRETER as authorized by the designated representative. Services will be paid at the hourly rate for no more than 7.5 hours per day as needed for days determined by the School Board representative. Services for extracurricular activities will be paid at the hourly rate not to exceed two (2) additional hours per day. In the event that hours for extracurricular activities are expected to exceed 2.0 hours per event, prior approval must be granted by the Director of

Exceptional Student Education with a written notice of explanation. The request will be submitted to the Exceptional Student Education Department two weeks before the actual date of service to allow time for review of the proposed request. Such request will be submitted, acknowledged, and approved or denied by the Director of Exceptional Student Education within 5 days.

## **2. TERM OF AGREEMENT**

The Contractor shall commence performance of the Agreement on the 21<sup>st</sup> day of November, 2018 and shall complete performance to the satisfaction of the Superintendent no later than the 30<sup>th</sup> day of June, 2019.

## **3. COMPENSATION**

The Contractor compensated at the rate of \$60.00 per hour, not to exceed 7.5 hours per day, for ongoing assignments accepted that are at minimum half a semester, 45 days, as determined by the School Board representative. Services for extracurricular activities will be paid at the rate of \$60 per hour not to exceed two (2) additional hours per day unless prior approval is granted. The Contractor will be compensated at the rate of \$75 per hour for services provided on a substitute basis for assignments less than 45 days in duration. If applicable, Extended School Year will not exceed 4.5 hours per day for required days. Agreement shall not exceed \$70,000.00, which shall constitute the maximum amount payable under this Agreement. 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:

- Partial payments upon receipt of invoice/s for services provided. Paid according Accounts Payable schedule for check runs.

## **5. REGULATIONS & ORDINANCES**

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

## **6. CONFIDENTIALITY OF STUDENT RECORDS**

For the purposes of performing the above scope of services only, Contractor is hereby designated a school official for the purposes of receiving limited confidential student information and the Contractor shall remain under the direct control of the School Board with respect to the use and maintenance of the confidential student information. Contractor acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the purpose listed in paragraph 1 above and for no other purpose. Upon the completion of the services, Contractor shall return to School Board all original and any copies of the confidential student information, and shall not retain any confidential student information. As Contractor will be receiving student information that is otherwise confidential, Contractor shall fully comply with the requirements of § 1002.22 and § 1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this provision, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School Board arising out of the breach of this provision by the Contractor, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that the Contractor shall either intentionally or negligently violate this provision, or § 1002.22 or § 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon the Contractor until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

## **7. ENTIRE AGREEMENT**

It is understood and agreed that this Agreement including Purchase Order Terms & Conditions, contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

## **8. GOVERNING LAW; VENUE**

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

## **9. INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

Contractor shall, in addition to any other obligation to indemnify the School Board of Indian River County, Florida, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or liens, claims or actions made by the Contractor or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. This provision shall survive the termination of or completion of all obligations under this Agreement.

## **10. DUTY TO DEFEND**

The Contractor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to Contractor's performance under this Agreement.

## **11. CANCELLATION / TERMINATION**

In the event any of the provisions of this agreement are violated by the Contractor, the Superintendent or designee, shall give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School Board of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School Board of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) days prior written notice to the Contractor. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board of Indian River County shall only

be required to pay to the Contractor that amount of the contract actually performed to the effective date of termination.

## **12. EQUAL EMPLOYMENT OPPORTUNITY**

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

## **13. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education, 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, excerpting, and transcribing. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Contractor shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the Contractor must be transferred to School Board at no cost. If records are stored electronically, the records must be provided in a compatible format to School Board's operating system.

## **14. PATENTS, COPYRIGHTS AND ROYALTIES**

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-

party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

## **15. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Indian River County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are 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 Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction (s) of any offense enumerated in School Board Policy 8475 within 48 hours of its occurrence.

Contractor agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

## **16. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

As per School Board Rule 1113, it is the policy that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties.

It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

## **17. COMPLIANCE WITH BOARD POLICIES**

I certify agreement with the following School Board Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Cone of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant Agreements; and 6460 Vendor Relations, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

## **18. ASSIGNMENT**

This Agreement may not be assigned nor may any assignment of monies due, or to become due to Contractor, be assigned without the prior written agreement of The School Board of Indian River County, Florida. If Contractor attempts to make such an assignment, such attempt shall constitute a condition of default.

## **19. DEBARMENT**

By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 19(a) – (e) above, with respect to Contractor or its principals.

## **20. 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.

## **21. NO WAIVER**

Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board.

## **22. 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.

## **23. 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.

## **24. WRITTEN NOTICE DELIVERY**

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**Contractor/Vendor Address.** The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

Contractor/Vendor:	Alonzo Sign Language Interpreting, LLC
Contact's Name/Title: Attn:	Wayne A. Alonzo, Owner
Address:	PO box 351888 Palm Coast, FL 32135

**School Board's Address.** The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

School Board of Indian River County  
Attn: Superintendent Mark J. Rendell, Ed.D  
6500 57th Street  
Vero Beach, Florida 32967

**With a copy to:**

Department: Student Services & Exceptional Student Education  
Department Director: Heather Clark, Director of Exceptional Student Education  
Address: 6500 57th Street  
Vero Beach, Florida 32967

## **25. INSURANCE REQUIREMENTS**

During the term of this Agreement, the Contractor shall maintain the following insurance coverage in accordance with the requirements hereinafter stated:

- i. Commercial general liability coverage with limits of at least \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
- ii. Automobile liability coverage of at least \$200,000.00 per occurrence; \$600,000.00 aggregate.
- iii. Professional liability or errors and omissions insurance with coverage of at least \$100,000.00 per occurrence; \$300,000.00 aggregate.

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.



**School District of  
Indian River County**

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

Contract Number \_\_\_\_\_ (Fore Procurement Use Only)

<b>VENDOR/CONTRACTOR</b>	<b>THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA</b>
BY: _____	BY: _____
(Signature)	(Signature) Superintendent of Schools or Designee
_____	<u>Mark J. Rendell, Ed.D.</u>
(Title)	Superintendent
_____	DATE: _____
(Address)	BY: _____
DATE: _____	(Signature) Chairman of the Board
_____	_____
PHONE / FAX	Chairman
CONTACT EMAIL ADDRESS	DATE: _____
_____	_____



**FLORIDA JOB GROWTH WORKFORCE TRAINING GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

**THIS FLORIDA JOB GROWTH WORKFORCE TRAINING GRANT AGREEMENT** (this “Agreement”) is made and entered into by and between the State of Florida, Department of Economic Opportunity (“DEO”), and the *School District of Indian River* (“Grantee”). DEO and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**RECITALS**

**WHEREAS**, Pursuant to section 288.101, Florida Statutes (“F.S.”) Grantee submitted a proposal for funds;

**WHEREAS**, based on Grantee’s submitted proposal and any amendments thereto (collectively, the “Proposal”), DEO has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the “Project”) is necessary to support programs at state colleges and state technical centers that provide participants with transferable and sustainable workforce skills applicable to more than a single employer and for equipment associated with these programs;

**WHEREAS**, DEO has determined that Grantee’s commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the “Grant Fund”) pursuant to Section 288.101 of the Florida Statutes;

**WHEREAS**, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- Exhibit A: Scope of Work
- Exhibit B: Audit Requirements
- Exhibit C: Audit Compliance Certification

**WHEREAS**, this Agreement and its aforementioned Exhibits are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency;

**NOW, THEREFORE**, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

**AGREEMENT**

**1. TERM.** This Agreement is effective as of the date on which DEO executes this Agreement (such date, the “Effective Date”) and shall continue until the earlier to occur of (a) the tenth anniversary of the Effective Date (such date, the “Expiration Date”) unless an extension of the time period is requested by Grantee and granted in writing by DEO prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 10 of Exhibit A, Scope of Work shall survive the termination or

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expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement shall be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by DEO in its reasonable discretion, prior to the date set forth in the preceding sentence, then the "Expiration Date" shall be the date of such determination.

**2. PERFORMANCE REQUIREMENTS:** Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

**3. TYPE OF AGREEMENT:** This Agreement is a *cost reimbursement* agreement.

**4. RELEASE OF FUNDS:** DEO shall pay Grantee up to *\$532,000 Five Hundred Thirty-Two Thousand (\$532,000)* in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by DEO. Grantee shall not use funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. DEO has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and DEO may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if DEO determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs in excess of the amount paid by DEO.

**5. PAYMENTS TO GRANTEE:**

**a.** Grantee shall provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

**1)** Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s).

**2)** Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice in their sole and absolute discretion.

**3)** Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

**b.** At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

**c.** Payment shall be made in accordance with s. 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. DEO is responsible for all payments under this Agreement.

**d.** Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to

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the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <http://www.myfloridacfo.com/aadir/interest.htm>.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN:** In accordance with s. 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

**6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:**

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

c. DEO shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. DEO shall not pay Grantee until DEO: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee shall comply with all criteria set forth in Exhibit A, SCOPE OF WORK, and final date by which such criteria must be satisfied for completion of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, DEO shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through DEO shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

**7. REPRESENTATIONS AND WARRANTIES.** Grantee hereby makes the following representations and warranties to DEO, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing DEO to enter into this Agreement, and in reliance on which DEO has entered into this Agreement, as of the Effective Date, the dates on which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon DEO's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section

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287.133 of the Florida Statutes) nor has Grantee been placed on the “discriminatory vendor list” (as such term is defined in Section 287.134 of the Florida Statutes). None of Grantee’s elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee’s ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials.

d. DEO shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through DEO’s own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to DEO or Enterprise Florida, Inc., in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

#### **8. LAWS APPLICABLE TO THIS AGREEMENT:**

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it shall maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. DEO shall ensure compliance with s. 11.062, F.S., and s. 216.347, F.S.. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging,

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loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

**d.** Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S..

**e. Public Entity Crime:** Grantee is aware of and understands the provisions of s. 287.133(2)(a) F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement 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 Grantee, supplier, subcontractor, or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two (\$35,000 in 2017) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to DEO if Grantee, or any of Grantee's affiliates, as defined in s. 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

**f. Limitations on Advertising of Agreement:** Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires..

**g. Disclosure of Sponsorship:** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

**h. Mandatory Disclosure Requirements:**

**1) Conflict of Interest:** This Agreement is subject to chapter 112, F.S.. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

**2) Vendors on Scrutinized Companies Lists:** Grantee is aware of and understands the provisions of s. 287.134(2)(a), F.S.. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria; or (5) engaged in business operations with the government of Venezuela or in any company doing business with the government of Venezuela.

**a)** Pursuant to s. 287.135(5), F.S., DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with

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Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba, Syria, or Venezuela.

**b)** If DEO determines that Grantee has submitted a false certification, DEO shall provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee shall be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of DEO's determination of false certification by Grantee.

**c)** If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

**3) Discriminatory Vendors:** Grantee shall disclose to DEO if it or any of its affiliates, as defined by s. 287.134(1)(a), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, sub grantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

**4) Abuse, Neglect, and Exploitation Incident Reporting:** In compliance with ss. 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at [www.myflfamilies.com/service-programs/abuse-hotline](http://www.myflfamilies.com/service-programs/abuse-hotline), or via fax at 1-800-914-0004.

**5) Information Release:**

**a)** Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

**b)** If DEO does not possess a record requested through a public records request, DEO shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under s. 119.10, F.S..

**c)** Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S..

**d)** If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO may serve as a waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Grantee does not transfer the records to DEO upon termination of this Agreement.

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e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S..

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one business day from receipt of such request.

g) Grantee shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

**h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

**6) Funding Requirements of s. 215.971(1), F.S.:**

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)).

b) Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

**7) Section 288.101, F.S.:** Grantee shall: (a) operate the workforce training program that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of s. 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement will support a program at a state college or state technical center; and (d) the workforce training program: (i) will provide participants with transferable, sustainable workforce skills applicable to more than a single employer; (ii) will be offered to the public based on criteria established by the state college or state technical center; and (iii) will not exclude applicants who are unemployed or underemployed.

**9. FINAL INVOICE:** Grantee shall submit the final invoice for payment to DEO no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole and absolute discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

**10. RECOUPMENT OF FUNDS:**

a. Grantee shall refund to DEO any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to DEO such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if DEO first discovers an overpayment, DEO shall notify Grantee in writing, and Grantee shall repay to DEO each such overpayment no later than 30 calendar days after receiving DEO's notification. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity." DEO may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. DEO is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if DEO imposes financial consequences on Grantee pursuant to the terms of this Agreement, DEO has the right to recoup all resulting cost, monetary loss and/or funds owed to DEO or the State of Florida, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to DEO or the State of Florida arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay DEO in full such cost, loss, and/or funds owed to DEO or the State of Florida with non-State funds within 30 calendar days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe. DEO, in DEO's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to DEO or the State of Florida under this Agreement.

**11. AUDITS AND RECORDS:**

a. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds DEO provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon DEO's request, Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year shall fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

g. Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

**12. EMPLOYMENT ELIGIBILITY VERIFICATION:** Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees Grantee hired during the term of this Agreement. Grantee shall include in all subcontracts under this Agreement the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees subcontractor hired during the term of the subcontract.

**13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:**

**a.** Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

**b.** This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

**c.** Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

**14. ASSIGNMENTS AND SUBCONTRACTS:**

**a.** Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or of any of Grantee's rights hereunder in violation of this provision shall be void *ab initio*. DEO will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

**b.** Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend DEO against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

**c.** Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under this Agreement. Upon request, Grantee shall furnish to DEO a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all DEO security and administrative requirements detailed herein. DEO may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. DEO may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to: technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, DEO may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

**d.** This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida. The State of Florida may assign or

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transfer its rights, duties, or obligations under this Agreement to another governmental Grantee in the State of Florida.

e. In accordance with s. 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving DEO's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

f. Monthly, Grantee shall provide to DEO a Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses, and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant, and shall be sent to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. DEO's Minority Coordinator can be reached at (850) 245-7260 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

**15. NONEXPENDABLE PROPERTY:**

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without DEO's written permission; provided further that Grantee shall at all times follow DEO's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of this Agreement unless otherwise authorized in writing by DEO.

**16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY:**

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

**17. INFORMATION RESOURCE ACQUISITION:** Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or

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conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

**18. INSURANCE:** During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void this Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests re: additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

**a.** Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

**b.** DEO shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

**1) Commercial General Liability Insurance:** Unless Grantee is a state agency or subdivision as defined by s. 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

**2) Workers' Compensation and Employer's Liability Insurance:** Grantee, at all times during this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

**3) Other Insurance:** During the term of this Agreement, Grantee shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

**19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:**

**a.** Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws shall govern disclosure of any confidential information received by the State of Florida.

**b.** Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

**c.** Except as necessary to fulfill the terms of this Agreement and with the written permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

**d.** Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

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e. When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in s. 501.171, (1)(a), F.S.. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

**20. WARRANTY OF ABILITY TO PERFORM:** Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

**21. PATENTS, COPYRIGHTS, AND ROYALTIES:**

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who shall refer it to the Department of State to determine whether patent protection shall be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has

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the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S..

**22. INDEPENDENT CONTRACTOR STATUS:** In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by DEO in Exhibit A, SCOPE OF WORK, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S..

**23. ELECTRONIC FUNDS TRANSFER:** Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

**24. MODIFICATION:** If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties in order to be enforceable.

**25. TIME IS OF THE ESSENCE:** Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

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**26. CONSTRUCTION; INTERPRETATION:** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “this Agreement” means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties.. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

**27. TERMINATION:** DEO may terminate this Agreement if:

- a. DEO determines in its sole and absolute discretion that it is in the State’s interest to do so;
- b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;
- c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;
- d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than 24-hour written notice to Grantee. DEO shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee shall be paid for any work satisfactorily completed prior to notification of termination;
- e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding;
- f. Grantee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Grantee or Grantee otherwise becomes insolvent; or
- g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by DEO of Grantee’s written request to terminate this Agreement (a. through g. collectively, the “Termination Events”).
- h. Notwithstanding anything in this Agreement to the contrary, if DEO exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within thirty (30) days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the

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property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as DEO specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**28. DISPUTE RESOLUTION:** Unless otherwise stated in Exhibit A, SCOPE OF WORK, DEO shall decide disputes concerning the performance of this Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S..

**29. INDEMNIFICATION:** (NOTE: If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

**a.** Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

**b.** Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

**c.** Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

**d.** Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify and hold DEO harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to DEO for reimbursement for costs under this Agreement where DEO is imposing the financial consequences stated herein.

**e.** Grantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

**f.** Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Economic Opportunity and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees.”]

**30. LIMITATION OF LIABILITY:** For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee’s liability under this Agreement for direct damages shall be limited to the greater of \$100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

**31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor shall such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision shall be deemed stricken, and the remainder of this Agreement shall remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State’s option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

**32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party’s control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party’s performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay shall not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in

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writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

**33. ATTORNEYS' FEES; EXPENSES:** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

**34. ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing DEO in DEO's sole and absolute determinations to make unilateral changes to this Agreement, no amendment shall be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of DEO. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**35. AUTHORITY OF GRANTEE'S SIGNATORY:** Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

**36. COUNTERPARTS:** This Agreement and amendments to this Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**37. CONTACT INFORMATION AND NOTICES:**

**a.** Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery

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service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change shall notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

<b>Grantee's Payee:</b>	<b>Grantee's Agreement Manager:</b>
School District of Indian River	Christi Shields, Principal, Treasure Coast Technical College
6500 57 <sup>th</sup> Street	4680 28 <sup>th</sup> Court
Vero Beach, Florida 32966	Vero Beach, Florida 32967
772-564-5006	772-564-5006
N/A	N/A
<a href="mailto:Christi.Shields@indianriverschools.org">Christi.Shields@indianriverschools.org</a>	<a href="mailto:Christi.Shields@indianriverschools.org">Christi.Shields@indianriverschools.org</a>

**DEO's Agreement Manager:**

Bridgett Jackson  
 107 East Madison Street  
 Tallahassee, Florida 32399  
 850-245-7459  
 850-245-7470  
[Bridgett.Jackson@deo.myflorida.com](mailto:Bridgett.Jackson@deo.myflorida.com)

*[The remainder of this page has been intentionally left blank.]*

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties' duly-authorized officials sign this Agreement.

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

**SCHOOL DISTRICT OF INDIAN RIVER**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

Title Chris Peary  
Chief of Staff

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: \_\_\_\_\_

Approved Date: \_\_\_\_\_

**Exhibit A**  
**SCOPE OF WORK**

**1. PROJECT DESCRIPTION:** Section 288.101, Florida Statutes (“F.S.”), established the Florida Job Growth Grant Fund (the “Program”) to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support programs at state colleges and state technical centers that provide participants with transferable and sustainable workforce skills applicable to more than a single employer and for equipment associated with these programs.

Grantee has been awarded \$532,000.00 for the Welding Technologies, Building Trades & Construction Design Technology, CNC Production Specialist Programs, and Commercial and Culinary Arts Programs. The Project, as described in the submitted Proposal, will help to provide a local skilled workforce that will meet the needs of local businesses, create new career pathways for high school students, and help the underemployed obtain the skills necessary to earn a living wage.

**2. GRANTEE’S RESPONSIBILITIES:**

a. Grantee shall provide the Welding Technologies, Building Trades & Construction Design Technology, CNC Production Specialist Programs and Commercial and Culinary Arts Programs. as described in the Proposal and as follows:

- 1) Program Eligibility Criteria - Applicants must be at least 16 years of age and should be academically, physically, and emotionally capable of meeting the essential tasks of the chosen program. Students may be required to take the Test for Adult Basic Education (“TABE”). This will vary depending on the student and whether or not they meet the TABE exemptions.
- 2) Coursework - The course work will be based on the Florida Department of Education curriculum frameworks for all 4 programs. Students will earn the Occupational Completion Points (OCP) aligned with the coursework.
- 3) Class Schedule - All programs will be offered during the day Monday – Friday. In addition, Welding will offer a part-time evening program.
- 4) Requirements for successful completion (attendance, coursework, tests/quizzes, etc.): All programs will be delivered in a traditional format. Students will be required to maintain a 76% or higher grade points average and not exceed 5% of total program hours in absences to graduate from the program.
- 5) For an existing program, Grantee must calculate and deliver to DEO an average number of program enrollees and successful graduates, and the basis for such calculation.

b. Program Enrollments.

- 1) Accept, review, and process applications for training program eligibility. No eligible applicant may be excluded because that applicant is unemployed or underemployed.
- 2) Enroll a minimum of 70 eligible applicants in the training program

c. Program Completion.

- 1) No later than by January 31 of the year immediately following the Expiration Date, Grantee shall deliver to DEO a written certification from Grantee’s duly-authorized officer that, between the Effective Date and the Expiration Date, at least 640 enrollees successfully completed and / or graduated from the Program described herein in this Scope of Work (hereinafter collectively referred to as “Completers”); provided, further, that the written certification shall also list the number of Completers who received licensures or certifications. DEO may require any additional supporting documentation from Grantee that DEO deems necessary to verify the number of Completers, at DEO’s sole and absolute discretion.
- 2) If Grantee’s written certification demonstrates that there are less than 640 Completers (hereinafter “Minimum Number of Completers”), then the Sanctions and Repayments provisions of Section 5

below shall apply.

- d. Grantee shall purchase equipment for use in the Welding Technologies, Building Trades & Construction Design Technology, CNC Production Specialist Programs and Commercial and Culinary Arts Programs on or before June 30, 2024. Prior to placing orders for such equipment, the Grantee shall provide DEO's Agreement Manager with a list of the equipment to be purchased, copies of quotes received, and final prices for each item (hereinafter referred to as "the Approved Equipment List").
  - 1) All nonexpendable property shall be inventoried, maintained and disposed of in compliance with Section 15, NONEXPENDABLE PROPERTY, of this Agreement and Exhibit A, Scope of Work, Section 12, DISPOSITION OF PROJECT PROPERTY.
  - 2) Grantee may add, delete or substitute items on the Approved Equipment List with written acknowledgement from the DEO Agreement Manager.
- e. Grantee shall purchase training materials for the Welding Technologies, Building Trades & Construction Design Technology, CNC Production Specialist Programs and Commercial and Culinary Arts Programs. Prior to placing orders for such materials, the Grantee shall provide DEO's Agreement Manager with a list of materials to be purchased, copies of quotes received, and final prices for each item (hereinafter referred to as "the Approved Training Materials List").

3. **DEO'S RESPONSIBILITIES:** DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary, at DEO's sole and absolute discretion, and process payments to Grantee.

4. **DELIVERABLES AND RETURN ON INVESTMENT:** Grantee shall provide the following services as specified:

<b>Deliverable No. 1: Program Enrollments</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Enroll a minimum of 70 eligible applicants in the training program as described in Sections 1 and 2 of this SCOPE OF WORK on or before June 30, 2024.  Grantee shall complete each of the following enrollment tasks per enrollee: a. determine and document training program eligibility; and b. complete documented initial assessment interview and action plan.  Grantee must complete the tasks set forth herein on or before June 30, 2024.	Completion of all required enrollment tasks (a-b) for a minimum of one (1) eligible applicant, as evidenced by the following documentation: a. completed eligibility intake forms and source documents to support eligibility; and b. written assessments and action plans signed and dated by Grantee's staff and training program participant.	Failure to satisfy the minimum level of service shall result in non-payment.  Failure to enroll 70 eligible applicants on or before June 30, 2024 shall result in Grantee's forfeiture of any available funds remaining under this Agreement.
DELIVERABLE NOT TO EXCEED: \$300,000		
<b>Deliverable No. 2: Purchase Equipment</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>

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Purchase equipment as described in Section 2.d of this SCOPE OF WORK on or before June 30, 2024	Completion of purchase of at least one (1) item from the Approved Equipment List, as evidenced by the following documentation: a. Copies of purchase orders; b. Copies of packing list or similar documentation to evidence receipt of equipment; c. Copies of invoices or receipts; and d. Invoice package in accordance with Section 7 of the SCOPE OF WORK.	Failure to satisfy the minimum level of service shall result in non-payment.  Failure to purchase all items on the Approved Equipment List in accordance with Section 2.d. of the SCOPE OF WORK on or before June 30, 2024, shall result in non-payment for each item not purchased.
<b>DELIVERABLE NOT TO EXCEED: \$180,000</b>		
<b>Deliverable No. 3: Purchase Training Materials</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Grantee shall purchase training materials in accordance with Section 2.e of this SCOPE OF WORK on or before June 30, 2024.  The Training Materials List must be submitted to and approved by the DEO agreement manager prior to the purchase of any training materials.	Grantee may request reimbursement upon the purchase of 1 training material as evidenced by the following documentation: a. Copies of purchase orders; b. Copies of packing list or similar documentation to evidence receipt of training material; c. Copies of invoices or receipts; e. Invoice package in accordance with Section 7 of the Scope of Work.	Failure to purchase all items on the Training Materials List in accordance with Section 2.e. of the SCOPE OF WORK on or before June 30, 2024, shall result in non-payment for each item not purchased.
<b>DELIVERABLE NOT TO EXCEED: \$52,000</b>		
<b>TOTAL AMOUNT NOT TO EXCEED \$532,000</b>		

**5. Sanctions and Repayment:** The following financial consequences apply under the following circumstances:

- a. DEO has the right, in its sole discretion, to demand repayment of all or any portion of the funds provided to Grantee under this Agreement if Grantee has not satisfied all of the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated; Provided, further, that DEO shall demand repayment of prorated funds when Grantee did not satisfy Grantee’s Minimum Number of Completers (hereinafter “Completers Shortage Repayment”). The Completers Shortage Repayment shall be calculated as follows: (Total Funds DEO paid to Grantee) multiplied by (1 less the Number of Completers divided by the Minimum Number of Completers). For example, if DEO paid Grantee \$1,000,000 and Grantee’s Minimum Number of Completers is 100 but there are only 67 Completers listed on Grantee’s certificate, then Grantee shall repay DEO:  $(\$1,000,000) \times (1 - 67/100) = \$1,000,000 \times (1 - .67) = \$1,000,000 \times .33 = \$330,000$ . If DEO makes such a demand for repayment, Grantee shall remit funds to DEO within sixty (60) days of such demand, or the amounts due from Grantee will begin to accumulate interest. In addition to any other remedies available to DEO, in the event that Grantee fails to remit such funds to DEO within sixty (60) days of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. DEO shall calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the “Prime Rate” as reported in The Wall Street Journal on the Effective Date. DEO shall calculate interest on the basis of the number of days elapsed after the 60th day and until the day Grantee actually makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate

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sanctions imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.

- b. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(b), DEO hereby grants to Grantee the one-time right, privilege and option (the "Option") to extend the Expiration Date by twelve (12) months. In the event that Grantee exercises the Option, within ten (10) business days of exercising the Option, Grantee shall pay to DEO a sanction equal to fifteen percent (15%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to DEO written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon DEO's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.
- c. The Parties acknowledge and agree that the remedies set forth in Sections 4 and 5 of this Scope of Work constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by DEO would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each of the Parties further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bears a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that DEO will suffer or incur as a result of any such breach, and is not a penalty. Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive. The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions DEO would not enter into this Agreement.

**6. REPORTING:**

- a. Semi-Annually: Grantee shall report on a semi-annual basis all progress relating to the tasks identified in Section 4. Semi-annual reports are due to DEO no later than 30 calendar days after the end of each reporting period of the program year and shall be sent each reporting period until submission of the administrative close-out report. The ending dates for each reporting period of the program year are: December 31, and June 30. The semi-annual report shall include a summary of project progress, indicating percentage of completion of each task identified in Section 4, and the Minority and Service-Disabled Veteran Business Enterprise Report required in this Agreement. The summary shall also include any issues or events occurring which affect the ability of Grantee to satisfy the terms of this Agreement.
- b. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

**7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures ([http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/)).

- a. Grantee shall provide one invoice per monthly for all services rendered during the applicable period of time.
- b. The following documents shall be submitted with the itemized invoice: *Revise list below as applicable and add any additional required documentation.*
  - 1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4,

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DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement period.

- 2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  - 3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete (if applicable).
  - 4) Before and after photographs of the completed work (if applicable);
  - 5) A copy of all supporting documentation for vendor payments (if applicable);
  - 6) A copy of the cancelled check(s) specific to the project; and
  - 7) A copy of the bank statement that includes the cancelled check.
- c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
- d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

**8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, DELIVERABLES, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's rights under this Agreement, at law, or in equity, including but not limited to, DEO's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement and this Scope of Work.

**9. NOTIFICATION OF INSTANCES OF FRAUD:** Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

**10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION:** If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by DEO; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO. No extra compensation shall be paid to Grantee for its services in connection with such transfer or assignment.

**11. NON-DISCRIMINATION:** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

**12. DISPOSITION OF PROJECT PROPERTY:**

**DEO Agreement No.: G0046**

- a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement period, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.
- b. Grantee shall provide advance written notification to DEO, if during the five-year period following the termination of this Agreement period, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, in DEO's sole discretion, to demand that Grantee reimburse DEO for part or all of the funding provided to Grantee under this Agreement.
- c. Upon termination of this Agreement period, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:
  - 1) Grantee is authorized to retain ownership of the improvements to real property so long as:
    - (1) Grantee is not sold, merged, or acquired;
    - (2) the real property subject to the improvements is owned by Grantee; and
    - (3) the real property subject to the improvements is used for the purposes provided in this Agreement.
  - 2) If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

***- End of Exhibit A (SCOPE OF WORK) -***

**Exhibit B****AUDIT REQUIREMENTS**

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Exhibit B.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR part 200 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR Part 200, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. If DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED.** This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR Part 200, as revised.

1. If the recipient expends \$750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart F of 2 CFR Part 200, as revised.
3. If the recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, is not required. If that the recipient expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Title 2 CFR 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 CFR 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

**PART II: STATE FUNDED.** This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. If the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental

**DEO Agreement No.: G0046**

entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at:  
<http://www.myflorida.com/audgen/pages/flsaa.htm>

**PART III: OTHER AUDIT REQUIREMENTS.**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding Grantee must arrange for funding the full cost of such additional audits.)*

N/A

**PART IV: REPORT SUBMISSION.**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by Part I of this agreement shall be submitted, when required by Section .512, 2 CFR Part 200, as revised, by or on behalf of the recipient directly to each of the following:

- A. DEO at each of the following addresses:

Electronic copies (preferred):  
[Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

- B. The Federal Audit Clearinghouse designated in 2 CFR Part 200, as revised (the number of copies required by Section .512, 2 CFR Part 200, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

DEO Agreement No.: G0046

- C. Other Federal agencies and pass-through entities in accordance with Section .512, 2 CFR Part 200, as revised.
- 2. Pursuant to Section .512, 2 CFR Part 200, as revised, the recipient shall submit a copy of the reporting package described in Section .512, 2 CFR Part 200, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): <a href="mailto:Audit@deo.myflorida.com">Audit@deo.myflorida.com</a>	or	Paper (hard copy): Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126
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- 3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. DEO at each of the following addresses:

Electronic copies (preferred): <a href="mailto:Audit@deo.myflorida.com">Audit@deo.myflorida.com</a>	or	Paper (hard copy): Department Economic Opportunity MSC # 130, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126
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- B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- 4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

- A. DEO at each of the following addresses:

N/A

- 5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

*- Remainder of Page Intentionally Left Blank -*

EXHIBIT 1 to Exhibit B

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project *DEPARTMENT OF ECONOMIC OPPORTUNITY, CSFA 40.043, ECONOMIC  
DEVELOPMENT TAX REFUND, TAX CREDIT, AND GRANT PROGRAM - \$ 532,000*

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. *ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.*
2. *N/A*
3. *N/A*

*NOTE: List applicable compliance requirements*

NOTE: Title 2 CFR 200.331, as revised, and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

***- Remainder of Page Intentionally Left Blank -***

Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: \_\_\_\_\_  
FEIN: \_\_\_\_\_ Grantee's Fiscal Year: \_\_\_\_\_  
Contact Person Name and Phone Number: \_\_\_\_\_  
Contact Person Email Address: \_\_\_\_\_

- 1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? \_\_\_\_ Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

- 2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? \_\_\_\_ Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative  
\_\_\_\_\_  
Printed Name of Authorized Representative  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Title of Authorized Representative

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Approval of Amendment One for contracted services for a three-year period with two one year extensions for the period October 1, 2018 to September 30, 2021 between UnitedHealthcare (UHC) and, School Board of Indian River County.

On May 22, 2018, Action Agenda Item "O", the School Board approved the award of RFP#06-0-2018/JC to UHC for the provision of Vision Benefit Services to the Employees of The School District of Indian River County. On June 26, 2018, Consent Agenda Item "O", the Agreement between the School Board and UHC was approved. The purpose of this Amendment is to provide the correct rates on Exhibit A of the UnitedHealthcare Vision Plan Agreement, consistent with the prior award of RFP#06-0-2018/JC.

Exhibit A - Revised

Monthly Premiums payable by or on behalf of Covered Persons are specified below:

**All Employees enrolled in United Healthcare Vision Plan V1697**

Employee Only coverage:	\$5.39
Employee + Spouse coverage:	\$9.07
Employee + Children coverage:	\$9.25
Employee + Family coverage:	\$14.64

**All Employees enrolled in United Healthcare Vision Plan V1698**

Employee Only coverage:	\$6.00
Employee + Spouse coverage:	\$10.09
Employee + Children coverage:	\$10.34
Employee + Family coverage:	\$16.29

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**Signature of School Board Chair**

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**Printed Name**

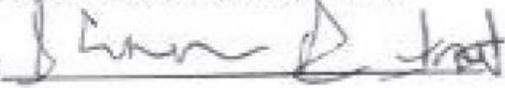
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**Title**

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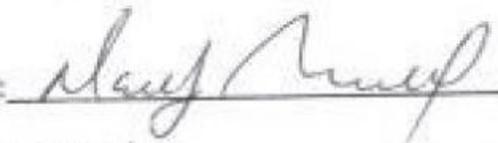
**Date**

School Board of Indian River County,  
Florida on behalf of each Covered Entity:

Signature: 

Title: Chairman

School Board of Indian River County,  
Florida, as Employer:

Signature: 

Title: Superintendent

## THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA AGREEMENT FORM FOR CONTRACTED SERVICES

**THIS AGREEMENT**, entered into this 15<sup>th</sup> day of June, 2018, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "**School Board**", and UnitedHealthcare Insurance Company hereinafter referred to as the "**CONTRACTOR**", is as follows:

### 1. SCOPE OF WORK

2. The Contractor shall, in a satisfactory and proper manner as determined by the Superintendent, perform the following:  
Nature of Contracted Services: As outlined in UnitedHealthcare Insurance Company's response to SDIRC 06-0-2018 - JC RFP Group Vision ("RFP Response") and group policy incorporated herein by reference and made a part of this agreement

### 3. TERM OF AGREEMENT

The **Contractor** shall commence performance of the Agreement on the 1<sup>st</sup> day of October, 2018, and shall complete performance per the terms of the RFP Response and group policy no later than the 30<sup>th</sup> day of September, 2021, with two one year renewal options, at rates for the second year of the renewal options to be determined and agreed upon in writing by the parties at the time of renewal. **School Board** reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the **Contractor**.

**School Board** may terminate the group policy at any time by giving UnitedHealthcare Insurance Company written notice. The effective date of termination will be the later of:

1. The date stated in the notice; or
2. The date Contractor receives the notice.

**School Board** will be responsible for all premiums due and payable up to the date of termination of the policy.

### 4. COMPENSATION

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount noted in the RFP Response and group policy, which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

## 5. PAYMENT SCHEDULE

Payment will be generated by the **School Board's** Accounts Payable Department within forty-five (45) days after completion of services and receipt of invoice(s). Payment will be made as indicated below:

- One lump sum payment monthly based on the monthly rates, as shown on Exhibit A
- Partial payments in the amount of \$\_\_\_\_\_ after/before each invoice.
- Please see payment schedule hereto attached and incorporated into this Agreement.

## 6. REGULATIONS & ORDINANCES

The **Contractor** shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

## 7. CONFIDENTIALITY OF STUDENT RECORDS

For the purposes of performing the above scope of services only, **Contractor** is hereby designated a school official for the purposes of receiving limited confidential student information and the **Contractor** shall remain under the direct control of the **School Board** with respect to the use and maintenance of the confidential student information. **Contractor** acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the purpose listed in paragraph 1 above and for no other purpose. Upon the completion of the services, **Contractor** shall return to **School Board** all original and any copies of the confidential student information, and shall not retain any confidential student information. As **Contractor** will be receiving student information that is otherwise confidential, **Contractor** shall fully comply with the requirements of § 1002.22 and § 1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, **Contractor** for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the **School Board** and its officers and employees harmless for any violation of this provision, including, but not limited to defending the **School Board** and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the **School Board**, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the **School Board** arising out of the breach of this provision by the **Contractor**, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that the **Contractor** shall either intentionally or negligently violate this provision, or § 1002.22 or § 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon the **Contractor** until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

## 8. ENTIRE AGREEMENT

It is understood and agreed that this Agreement including the RFP Response, and the fully insured policy, contains the complete understanding and agreement of the parties. The parties also agree that the terms and conditions of the filed and approved fully insured policy controls over the administration of the fully insured benefits. No other stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

## 9. GOVERNING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Indian River County. All parties shall be responsible for their own attorneys' fees.

## 10. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

Contractor will indemnify and hold harmless with respect to any losses, liabilities, penalties, fines, costs, damages and expenses that the School Board of Indian River County incurs which arise out of Contractor's gross negligence or willful misconduct in the performance of its obligations under this Agreement or its material breach of this Agreement, as determined by a court or other tribunal having jurisdiction of the matter. Contractor does not indemnify and hold harmless for the actions of its network providers, but does require that they maintain malpractice insurance to insure against any claims for damages arising by reason of personal injury occasioned in connection with the performance of the providers' services.

## 11. DUTY TO DEFEND

Contractor will indemnify and hold harmless with respect to any losses, liabilities, penalties, fines, costs, damages and expenses that the School Board of Indian River County incurs which arise out of Contractor's gross negligence or willful misconduct in the performance of its obligations under this Agreement or its material breach of this Agreement, as determined by a court or other tribunal having jurisdiction of the matter. Contractor does not indemnify and hold harmless for the actions of its network providers, but does require that they maintain malpractice insurance to insure against any claims for damages arising by reason of personal injury occasioned in connection with the performance of the providers' services.

## 12. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the Contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation. Upon cancellation hereunder, the **School Board** of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The **School Board** of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) business days prior written notice to the **Contractor**. If said contract should be terminated for convenience as provided herein, the **School Board** shall be relieved of all obligations under said contract. The **School Board** of Indian River County shall only be required to pay to the **Contractor** that amount of the contract actually performed to the effective date of termination.

## 13. EQUAL EMPLOYMENT OPPORTUNITY

**Contractors** awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

## 14. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. **Contractor** understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The **Contractor** shall keep records to show its compliance with program requirements. **Contractors** and subcontractors must make available, upon request of the **School Board**, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the **Contractor** which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **Contractor** shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. **Contractor** shall destroy any duplicate records that are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the **Contractor** must be transferred to **School Board** at no cost. If records are stored electronically, the records must be provided in a compatible format to **School Board's** operating system.

In response to requests for records under this section the **Contractor** will clearly mark each item it considers to be a trade secret..

## 15. PATENTS, COPYRIGHTS AND ROYALTIES

All documentation produced or created exclusively for the School Board of Indian River County under the Agreement, and not applicable to Contractor's general book of business, shall be considered the property of the School Board of Indian River County. Contractor's claim payment methodologies and software, the software for our portals, processes related to appeals, our reimbursement policy and methodologies, Contractor's medical, vision, life, disability, and dental policies and technologies that identify when the policy should be applied, and Contractor's network discounts simply cannot become "Work for Hire" items belonging to the School Board of Indian River County.

## 16. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board Policies** as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration for services, **Contractor** and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and **School Board Policies** prior to providing services to The **School Board** of Indian River County.

Additionally, **Contractor** agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and **School Board Policies**.

A non-instructional **Contractor** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present.

**Contractor** agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board Policy** 8475 within 48 hours of its occurrence.

**Contractor** agrees to provide the **School Board** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **Contractor** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. **Contractor** further agrees to

**BACKGROUND SCREENING REQUIREMENTS** continued.....

notify the **School Board** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **Contractor** to notify the **School Board** of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

**17. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

As per **School Board** Rule 1113, it is the policy that no District officer or employee, including but not limited to, **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District.

Furthermore, it is the policy of the **Board** that no District officer or employee, including but not limited to **Board** members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties.

It is the intent of the **Board** that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

**18. COMPLIANCE WITH BOARD POLICIES**

I certify agreement with the following **School Board** Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 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.

**19. ASSIGNMENT**

This Agreement may not be assigned nor may any assignment of monies due, or to become due to **Contractor**, be assigned without the prior written agreement of The **School Board** of Indian River County, Florida. If **Contractor** attempts to make such an assignment, such attempt shall constitute a condition of default.

**20. DEBARMENT**

By signing this Agreement, **Contractor** certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

**Contractor** agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs 18(a) – (e) above, with respect to **Contractor** or its principals.

#### 21. DAVIS-BACON ACT LABOR STANDARDS

The **Contractor** shall comply with all applicable provisions of 40 U.S.C. §276a to 276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

#### 22. CONDUCT WHILE ON SCHOOL PROPERTY

The **Contractor** acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** Policies and subject to the administrator of designee. It will be considered a breach of this Agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

#### 23. NO WAIVER

Nothing herein is intended to serve as a waiver of sovereign immunity by the **School Board**.

#### 24. NON-DISCRIMINATION

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, or national or ethnic origin.

#### 25. NO TAXES

The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

#### 26. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**Contractor/Vendor Address.** The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

**Contractor/Vendor** UnitedHealthcare Insurance Company  
**Contact's Name/Title** Attn: Legal Department  
**Address:** 6220 Old Dobbin Lane, Suite 200  
Columbia, MD 21045

**School Board's Address.** The address for the School Board of Indian River County for all purposes under this agreement and for all notices hereunder shall be:

School Board of Indian River County  
Attn:  
\_\_\_\_\_

With a copy to:

**Department** Finance and Employee Services Department  
**Department Director** Attn: Amy Yeitter  
**Address:** 6500 57<sup>th</sup> Street  
Vero Beach, Florida 32967

And a copy to:

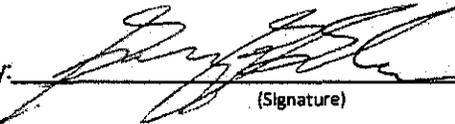
**Department** Finance and Employee Services Department  
**Department Director** Attn: Carter Morrison  
**Address:** 6500 57th Street  
Vero Beach, Florida 32967

## 27. INSURANCE REQUIREMENTS

**Contractor** shall provide evidence of insurance as may be required by the **School Board's** Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverage. Upon request, "The **School Board** of Indian River County, Florida, its officers, directors and employees" shall be named as additional insured. Prior to effective date of the Agreement, **Contractor** shall be responsible for providing the **School Board** with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the **Contractor** shall also comply with insurance requirements set forth therein. **Contractor** shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the **School Board**, shall constitute a material default under the Agreement.

**UNITEDHEALTHCARE INSURANCE COMPANY**

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

By:   
(Signature)

Gavin Galimi

(Name Typed)

Assistant Secretary

(Title)

6701 Center Drive West

(Address)

Suite 790

Los Angeles, CA 90045

Date: 6/18/2018

FEIN (BUSINESS) 36-2739571

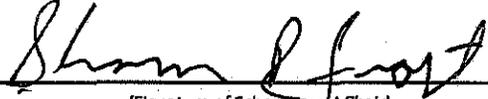
SS# (INDIVIDUAL) \_\_\_\_\_

1(310) 216-2303

TELEPHONE / FAX NUMBER

gavin\_galimi@uhc.com

CONTACT EMAIL ADDRESS

By:   
(Signature of School Board Chair)

Shawn R. Frost

(Name Typed)

Chairman, School District of Indian River County

(Title)

Date: 6/26/2018

**Exhibit A**

**UNITEDHEALTHCARE VISION PLAN MONTHLY PREMIUM RATES  
October 1, 2018 - September 30, 2022**

***Low Plan***

EE Only	5.09
EE + Spouse	8.57
EE + Child(ren)	8.74
EE + Family	13.84

***High Plan***

EE Only	5.67
EE + Spouse	9.53
EE + Child(ren)	9.77
EE + Family	15.39

**Note: There is a 3% rate cap on the rates for the Plan Year October 1, 2022 through September 30, 2023.**

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# School District of Indian River County

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

Mark J. Rendell, Ed.D. - Superintendent

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**CHARGING LETTER-Revised****VIA: Certified Mail**

November 5, 2018  
Treasure Harris  
400 18<sup>th</sup> Street C-4  
Vero Beach, FL 32960

Dear Ms. Harris:

This letter charges you with acts or the failure to act when you had a duty to act as an employee of the School District of Indian River County, Florida (“the District”). These acts or omissions disqualify you from being employed with the District and constitute just cause for you to be terminated from your position with the District. This correspondence will give you notice of the procedures that will be followed to terminate your employment.

I will recommend at the School Board meeting on November 20, 2018, that your employment with the District be terminated effective November 21, 2018. The School Board meeting will be held at the offices of the School Board of Indian River County, 6500 57<sup>th</sup> Street, Vero Beach, Florida, and the meeting commences at 6:00 p.m.

You have a right to a hearing to challenge/appeal your termination. If you wish to challenge/appeal your termination, then you must make a written request for a hearing by delivering a copy of the written request to the Superintendent on or before 4:00 p.m. on November 20, 2018. The Superintendent’s office is located at the School Board offices, 6500 57<sup>th</sup> Street, Vero Beach, Florida. If you timely request a hearing in writing, a hearing will be held pursuant to the Florida Administrative Procedures Act, as set forth in Chapter 120, Florida Statutes. This hearing will either be before the School Board or an Administrative Law Judge assigned by the Florida Division of Administrative Hearings, at the discretion of the School Board. If you do not timely request a hearing within the stated timeline, you will waive your right to a hearing. If your request for hearing is prior to the November 20, 2018 deadline, then I will recommend that you be suspended without pay until the hearing process is completed.

Pursuant to School Board policies 4430, Leaves of Absence, my recommendation that you be discharged from employment is based on the fact that your acts or omissions disqualify

“Educate and inspire every student to be successful”

Shawn R. Frost • Dale Simchick • Laura Zorc • Charles G. Searcy • Tiffany M. Justice  
District 1                      District 2                      District 3                      District 4                      District 5

“To serve all students with excellence”  
Equal Opportunity Educator and Employer

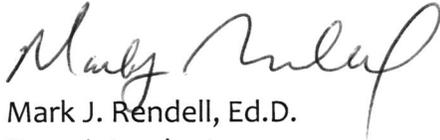
you from being employed in the District and provide just cause for terminating your employment:

- Being absent without leave for more than 10 days and not eligible for extended leave.

Due to the violation of Board Policy, termination is the only alternative for the District.

You have the right to obtain representation of your choice to assist you if you should desire representation. If you have any questions concerning this matter or the procedures that are being followed regarding my recommendation that your employment be terminated, please contact School Board Attorney Suzanne D'Agresta at the law offices of Garganese, Weiss, D'Agresta & Salzman, P.A., 111 North Orange Avenue, Suite 2000, P.O. Box 2873, Orlando, Florida 32802, or call Mrs. D'Agresta at (407) 425-9566, or have your attorney or other representative contact Mrs. D'Agresta.

Sincerely,



Mark J. Rendell, Ed.D.  
Superintendent

Cc: Dr. Jayne Purcell, Assistant Superintendent  
Dr. Edwina Hudson Suit, PHR, SHRM-CP, Executive Director of Human Resources  
Suzanne D'Agresta, School Board Attorney  
Jon Teske, Assistant Superintendent  
Jennifer Idlette, Director of Transportation

"Educate and inspire every student to be successful"

Shawn R. Frost • Dale Simchick • Laura Zorc • Charles G. Searcy • Tiffany M. Justice  
District 1 District 2 District 3 District 4 District 5

"To serve all students with excellence"  
Equal Opportunity Educator and Employer

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 SEPTEMBER 30, 2018

FND FUNC	- 100 DESCRIPTION	GENERAL FUND	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3191	RESERVE OFFICERS TRAINING CORP		125,000.00	0.00	16,165.40	108,834.60	13
3202	MEDICAID		300,000.00	1,161.10	5,059.87	294,940.13	2
3299	MISC FEDERAL THRU STATE		0.00	212,014.00	212,014.00	212,014.00-	0
3310	FLA EDUCATION FINANCE PROGRAM		24,250,200.00	1,999,754.00	6,252,409.00	17,997,791.00	26
3315	WORKFORCE DEVELOPMENT		1,090,793.00	90,900.00	272,700.00	818,093.00	25
3317	PERFORMANCE BASED INCENTIVES		25,000.00	0.00	0.00	25,000.00	0
3323	WITHHELD FOR SBE ADM EXPENSES		10,105.00	0.00	0.00	10,105.00	0
3343	STATE LICENSE TAX		160,000.00	1,767.75	17,496.94	142,503.06	11
3344	LOTTERY FUNDS		30,665.00	0.00	0.00	30,665.00	0
3355	CLASS SIZE REDUCTION (CSR)		19,020,229.00	1,585,019.00	4,755,057.00	14,265,172.00	25
3361	SCHOOL RECOGNITION FUNDS		476,475.00	0.00	0.00	476,475.00	0
3371	VOLUNTARY PRE-K PROGRAM		589,147.20	26,214.39	64,922.86	524,224.34	11
3399	OTHER MISCELLANEOUS STATE REVE		1,585,723.00	0.00	0.00	1,585,723.00	0
3411	DISTRICT SCHOOL TAX		86,407,620.00	0.00	10,477.06	86,397,142.94	0
3414	CRITICAL OPERATING MILLAGE		9,013,939.00	0.00	1,089.35	9,012,849.65	0
3421	TAX REDEMPTIONS		350,000.00	0.00	0.00	350,000.00	0
3425	RENT		100,000.00	7,365.69	22,402.96	77,597.04	22
3431	INTEREST ON INVESTMENTS		350,000.00	0.00	40,525.45	309,474.55	12
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	0.00	1,453.50	1,453.50-	0
3440	GIFTS, GRANTS AND REQUESTS		961,562.00	0.00	0.00	961,562.00	0
3461	ADULT ED FEES (Block Tuition)		19,000.00	420.00	3,270.00	15,730.00	17
3462	POSTSEC CAREER CERT & APP TECH		110,000.00	4,694.00	22,263.60	87,736.40	20
3464	CAPITAL IMPROVEMENT FEES		5,500.00	279.00	1,268.30	4,231.70	23
3465	POSTSECONDARY LAB FEES		45,000.00	587.00	7,483.30	37,516.70	17
3466	LIFELONG LEARNING FEES		5,000.00	460.00	880.00	4,120.00	18
3467	GED TESTING FEES		9,500.00	85.00	620.00	8,880.00	7
3469	OTHER STUDENT FEES		25,000.00	470.00	6,253.00	18,747.00	25
3473	SCHOOL AGE CHILD CARE FEES		250,000.00	22,184.85	55,961.99	194,038.01	22
3491	BUS FEES		95,000.00	0.00	0.00	95,000.00	0
3493	SALE OF JUNK		50,000.00	0.00	0.00	50,000.00	0
3494	FEDERAL INDIRECT		540,878.00	36,141.31	65,833.38	475,044.62	12
3495	OTHER MISC LOCAL SOURCES		1,285,765.14	31,905.42	120,119.43	1,165,645.71	9
3497	REFUNDS-PRIOR YEAR EXPENDITURE		115,000.00	0.00	36.53	114,963.47	0
3498	COLLECT-LOST/DAMAGE/SALE TEXTS		1,300.00	0.00	3,692.42	2,392.42-	284
3499	RECPT-FOOD SERVICES INDIRECT C		241,378.00	20,064.30	40,793.59	200,584.41	17
3630	TRANSFERS-CAPITAL PROJECTS FD		5,014,934.00	101,279.00	303,431.00	4,711,503.00	6
3730	SALE OF FIXED ASSETS		95,000.00	1,309.00	4,281.01	90,718.99	5
3740	INSURANCE LOSS RECOVERIES		150,000.00	0.00	0.00	150,000.00	0
3741	WORKER'S COMP REIMBURSEMENTS		1,000.00	432.89	432.89	567.11	43
	*		152,905,713.34	4,144,507.70	12,308,393.83	140,597,319.51	8

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 SEPTEMBER 30, 2018

FND FUNC	- 200 DESCRIPTION	DEBT SERVICE	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		1,422,610.90	0.00	0.00	1,422,610.90	0
3322	CO & DS WITHHELD-SBE/COBI BOND		552,850.00	0.00	0.00	552,850.00	0
3431	INTEREST ON INVESTMENTS		123,000.00	314.22	4,791.24	118,208.76	4
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	7,387.50	25,019.00	25,019.00-	0
3610	TRANSFERS FROM GENERAL FUND		891,287.05	0.00	0.00	891,287.05	0
3630	TRANSFERS-CAPITAL PROJECTS FD		11,365,715.00	0.00	0.00	11,365,715.00	0
		*	14,355,462.95	7,701.72	29,810.24	14,325,652.71	0

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 SEPTEMBER 30, 2018

FND FUNC	- 300 DESCRIPTION	CAPITAL FUND	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		0.00	0.00	998.82	998.82-	0
3321	CO & DS DISTRIBUTED		110,013.00	0.00	0.00	110,013.00	0
3391	PUBLIC EDUCATION CAPITAL OUTLA		316,196.00	0.00	0.00	316,196.00	0
3397	CHARTER SCHOOL CAPITAL OUTLAY		1,214,934.00	101,279.00	303,431.00	911,503.00	25
3399	OTHER MISCELLANEOUS STATE REVE		9,005.00	3,482.60	3,482.60	5,522.40	39
3413	DIST LOCAL CAPITAL IMPROVE TAX		27,041,817.00	0.00	2,925.03	27,038,891.97	0
3431	INTEREST ON INVESTMENTS		53,149.64	29,280.19	83,286.34	30,136.70-	157
3496	Impact Fees		1,100,000.00	123,808.00	318,058.00	781,942.00	29
	*		29,845,114.64	257,849.79	712,181.79	29,132,932.85	2

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 SEPTEMBER 30, 2018

FND FUNC	- 400 DESCRIPTION	SPECIAL REVENUE	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3201	CAREER AND TECH EDUCATION		179,281.50	5,705.63	26,339.36	152,942.14	15
3221	ADULT GENERAL EDUCATION		154,327.21	13,607.92	34,464.36	119,862.85	22
3224	OTHER WIOA PROGRAMS		293,124.49	0.00	0.00	293,124.49	0
3225	Teacher/PRINCIPAL TRAIN/RECRUI		627,460.78	50,537.37	108,497.77	518,963.01	17
3230	EDUCATION FOR THE HANDICAPPED		3,996,117.43	284,935.22	518,819.37	3,477,298.06	13
3240	ECIA, CHAPTER 1		5,684,825.36	318,998.97	657,657.46	5,027,167.90	12
3242	21st CENTURY SCHOOLS		353,199.59	25,172.48	97,093.63	256,105.96	27
3261	SCHOOL LUNCH REIMBURSEMENT		4,529,031.60	430,883.16	769,011.11	3,760,020.49	17
3262	SCHOOL BREAKFAST REIMBURSEMENT		1,510,941.80	128,298.50	227,312.56	1,283,629.24	15
3263	AFTER SCHOOL SNACKS-FED REIMB		359,084.88	22,161.23	37,063.39	322,021.49	10
3265	USDA DONATED COMMODITIES		533,017.00	0.00	0.00	533,017.00	0
3267	SUMMER FEEDING PROGRAM		260,500.00	0.00	86,563.90	173,936.10	33
3268	FRESH FRUIT AND VEGETABLE PRG		33,100.00	0.00	0.00	33,100.00	0
3280	FEDERAL THROUGH LOCAL		24,533.00	9,919.30	20,723.09	3,809.91	84
3293	EMERGENCY IMMIGRANT EDUC. PROG		115,119.76	5,659.61	11,319.20	103,800.56	10
3337	SCHOOL BREAKFAST SUPPLEMENT		42,172.00	0.00	0.00	42,172.00	0
3338	SCHOOL LUNCH SUPPLEMENT		56,134.00	0.00	0.00	56,134.00	0
3431	INTEREST ON INVESTMENTS		20,000.00	3,797.35	12,608.28	7,391.72	63
3451	STUDENT LUNCHESES		781,263.60	50,819.50	87,236.12	694,027.48	11
3452	STUDENT BREAKFASTS		136,217.00	5,980.65	9,988.05	126,228.95	7
3453	ADULT BREAKFASTS/LUNCHESES		39,721.50	1,169.50	2,155.00	37,566.50	5
3454	STUDENT A LA CARTE		607,365.00	53,897.00	93,334.05	514,030.95	15
3455	STUDENT SNACKS (REVISED REDBK)		36,432.00	0.00	0.00	36,432.00	0
3456	MEALS ON WHEELS-OTH FOOD SALES		2,300.00	0.00	0.00	2,300.00	0
3457	CATERING AND OTHER FOOD SALES		4,600.00	334.64	356.79	4,243.21	8
3495	OTHER MISC LOCAL SOURCES		0.00	327.87-	654.28	654.28-	0
	*		20,379,869.50	1,411,550.16	2,801,197.77	17,578,671.73	14

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 SEPTEMBER 30, 2018

FND FUNC	- 700 DESCRIPTION	INTERNAL SERVICE FUN	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		312,000.00	9,592.76	28,736.15	283,263.85	9
3431	INTEREST ON INVESTMENTS		0.00	17,507.47	42,459.02	42,459.02-	0
3483	PREMIUM REVENUE-VISION INS		135,000.00	13,229.03	36,577.30	98,422.70	27
3484	PREMIUM REVENUE-HEALTH INS		18,998,000.00	1,486,646.42	4,367,410.18	14,630,589.82	23
3485	PREMIUM REVENUE-DENTAL		1,207,000.00	107,610.14	307,534.94	899,465.06	25
3486	PREMIUM REVENUE-LIFE INSURANCE		484,000.00	41,266.99	117,485.97	366,514.03	24
3487	PREMIUM REVENUE-DISABILITY INS		225,000.00	34,475.26	95,609.12	129,390.88	42
3488	CONTRIBUTIONS-FLEXIBLE SPENDIN		221,000.00	17,801.99	54,252.20	166,747.80	25
3489	Premium Revenue-EAP		35,000.00	2,914.10	8,604.40	26,395.60	25
3495	OTHER MISC LOCAL SOURCES		0.00	75,000.00	75,000.00	75,000.00-	0
3742	REINSURANCE RECOVERY		0.00	19,850.98	34,127.10	34,127.10-	0
3743	PRESCRIPTION REFUND/REBATES		1,103,000.00	30,176.64	30,176.64	1,072,823.36	3
		*	22,720,000.00	1,856,071.78	5,197,973.02	17,522,026.98	23

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 SEPTEMBER 30, 2018

FND FUNC	- 800 DESCRIPTION	AGENCY	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		0.00	142.91	361.57	361.57-	0
		*	0.00	142.91	361.57	361.57-	0

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
 REVENUE STATUS SUMMARY  
 SEPTEMBER 30, 2018

FND FUNC	- 900 DESCRIPTION	ENTERPRISE FUNDS	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		5,000.00	2,980.02	7,851.02	2,851.02-	157
3473	SCHOOL AGE CHILD CARE FEES		985,355.00	102,760.22	310,021.33	675,333.67	31
	*		990,355.00	105,740.24	317,872.35	672,482.65	32

SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
REVENUE STATUS SUMMARY  
SEPTEMBER 30, 2018

FND FUNC	DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE SEPTEMBER 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
=====	=====	=====	=====	=====	=====	=====
REQUEST 160	TOTAL	241,196,515.43	7,783,564.30	21,367,790.57	219,828,724.86	9

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		102714719.55	56929331.71	14725281.80	22417211.07	500.00	6682977.12	378484.99	1580932.86	.00
EXPENDITURE		18646155.36	8894987.59	2447696.05	5514272.32	.00	1459256.47	148277.84	181665.09	.00
ENCUMBRANCE		3443970.56	.00	.00	1390646.26	.00	1618037.74	128446.56	306840.00	.00
BALANCE		80624593.63	48034344.12	12277585.75	15512292.49	500.00	3605682.91	101760.59	1092427.77	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		4075917.43	3187166.98	744676.33	89521.74	1850.00	37617.19	2149.99	12935.20	.00
EXPENDITURE		783804.56	579343.29	161239.52	25429.94	208.21	15648.06	99.99	1835.55	.00
ENCUMBRANCE		42740.95	.00	.00	4566.94	.00	7333.20	30840.81	.00	.00
BALANCE		3249371.92	2607823.69	583436.81	59524.86	1641.79	14635.93	28790.81	11099.65	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		1814323.03	1306658.31	386960.90	9806.38	.00	21959.38	88938.06	.00	.00
EXPENDITURE		325388.39	244836.62	68705.52	775.10	.00	8293.44	441.21	2336.50	.00
ENCUMBRANCE		36180.98	.00	.00	7193.08	.00	4514.89	24473.01	.00	.00
BALANCE		1452753.66	1061821.69	318255.38	1838.20	.00	9151.05	64023.84	2336.50	.00
INST & CURR DEV 6300										
APPROPRIATION		4422234.17	3557871.06	838235.11	13307.28	.00	9350.00	3071.72	399.00	.00
EXPENDITURE		882260.38	695593.76	184278.06	1337.60	.00	461.97	213.99	375.00	.00
ENCUMBRANCE		18314.30	.00	.00	8468.20	.00	8754.53	942.57	149.00	.00
BALANCE		3521659.49	2862277.30	653957.05	3501.48	.00	133.50	1915.16	125.00	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1575197.20	1020612.40	231614.49	285629.14	.00	4392.00	.00	32949.17	.00
EXPENDITURE		346389.44	197686.36	52830.94	94357.15	.00	491.99	.00	1023.00	.00
ENCUMBRANCE		44822.55	.00	.00	34772.55	.00	.00	.00	10050.00	.00
BALANCE		1183985.21	822926.04	178783.55	156499.44	.00	3900.01	.00	21876.17	.00
INSTR RELATED TECH 6500										
APPROPRIATION		7862380.82	663895.00	181996.44	397227.33	.00	6101.00	6613161.05	.00	.00
EXPENDITURE		788069.45	147617.65	40139.96	121880.39	.00	17.09	478414.36	.00	.00
ENCUMBRANCE		359519.31	.00	.00	268346.94	.00	5538.17	85634.20	.00	.00
BALANCE		6714792.06	516277.35	141856.48	7000.00	.00	545.74	6049112.49	.00	.00
BOARD OF EDUCATION 7100										
APPROPRIATION		864623.40	217855.00	106491.49	538476.91	.00	1500.00	.00	300.00	.00
EXPENDITURE		242529.57	54463.68	29854.91	158176.19	.00	34.79	.00	.00	.00
ENCUMBRANCE		385063.60	.00	.00	385063.60	.00	.00	.00	.00	.00
BALANCE		237030.23	163391.32	76636.58	4762.88	.00	1465.21	.00	300.00	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
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GEN ADMINISTRATION	7200									
APPROPRIATION		503918.01	299913.57	104588.37	17484.20	250.00	15447.88	149.99	66084.00	.00
EXPENDITURE		117999.95	74764.01	26315.97	2289.24	95.32	2346.42	149.99	12039.00	.00
ENCUMBRANCE		8926.47	.00	.00	8459.31	.00	107.16	.00	360.00	.00
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BALANCE		376991.59	225149.56	78272.40	6735.65	154.68	12994.30	.00	53685.00	.00
SCH ADMINISTRATION	7300									
APPROPRIATION		8968150.32	6726113.52	1960812.55	163593.44	450.00	56626.42	24909.75	35644.64	.00
EXPENDITURE		2048187.05	1561721.55	441255.49	13818.48	96.61	18953.56	3807.41	8533.95	.00
ENCUMBRANCE		90885.40	.00	.00	71989.90	.00	14387.61	3582.89	925.00	.00
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BALANCE		6829077.87	5164391.97	1519557.06	77785.06	353.39	23285.25	17519.45	26185.69	.00
FAC ACQ & CONST	7400									
APPROPRIATION		828719.18	560046.49	143648.75	105719.66	3860.00	3394.00	12050.28	.00	.00
EXPENDITURE		185465.48	124913.40	31201.26	27244.60	1089.45	766.77	250.00	.00	.00
ENCUMBRANCE		41719.66	.00	.00	40569.48	.00	700.18	450.00	.00	.00
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BALANCE		601534.04	435133.09	112447.49	37905.58	2770.55	1927.05	11350.28	.00	.00
FISCAL SERVICES	7500									
APPROPRIATION		1219676.53	856111.12	253945.04	78951.19	.00	8500.00	.00	22169.18	.00
EXPENDITURE		294317.70	213035.67	61672.81	17284.34	.00	2185.17	.00	139.71	.00
ENCUMBRANCE		36563.63	.00	.00	36563.63	.00	.00	.00	.00	.00
-----										
BALANCE		888795.20	643075.45	192272.23	25103.22	.00	6314.83	.00	22029.47	.00
FOOD SERVICE	7600									
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
-----										
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
CENTRAL SERVICES	7700									
APPROPRIATION		2309583.08	1405624.72	455923.29	325790.35	6151.07	110259.73	1684.99	4148.93	.00
EXPENDITURE		485194.38	348230.25	104379.47	87971.69	1908.86	59265.12	997.50	971.73	.00
ENCUMBRANCE		117849.67	.00	.00	100313.80	195.01	17305.91	.00	34.95	.00
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BALANCE		1706539.03	1057394.47	351543.82	137504.86	4047.20	152218.94	687.49	3142.25	.00
TRANSPORTATION SER	7800									
APPROPRIATION		5215122.85	2862073.91	999878.92	295017.00	593574.33	157437.33	1405.31	305736.05	.00
EXPENDITURE		697997.43	444529.81	156849.62	39661.44	4214.12	33741.11	152.47	18848.86	.00
ENCUMBRANCE		197074.78	.00	.00	39133.22	113710.46	44231.10	.00	.00	.00
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BALANCE		4320050.64	2417544.10	843029.30	216222.34	475649.75	79465.12	1252.84	286887.19	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
OPERATION SERVICES 7900										
APPROPRIATION		13044635.36	3659026.37	1309323.93	3611550.73	4093819.00	355143.91	11281.42	4490.00	.00
EXPENDITURE		3407830.70	939055.96	335161.52	1280070.05	745094.04	105565.70	943.43	1940.00	.00
ENCUMBRANCE		1464057.80	.00	.00	1374357.50	6732.99	77648.35	5318.96	.00	.00
BALANCE		8172746.86	2719970.41	974162.41	957123.18	3341991.97	171929.86	5019.03	2550.00	.00
MAINTENANCE SERVICE 8100										
APPROPRIATION		3311405.28	2072470.87	619382.87	403271.32	38250.00	165586.30	6143.04	6300.88	.00
EXPENDITURE		945976.40	523470.36	156314.79	217889.38	16280.92	31328.56	692.39	.00	.00
ENCUMBRANCE		263350.83	.00	.00	151404.31	5165.00	106153.34	628.18	.00	.00
BALANCE		2102078.05	1549000.51	463068.08	33977.63	16804.08	28104.40	4822.47	6300.88	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		3900188.55	1928115.00	468958.09	970541.83	3200.00	12154.00	517080.63	139.00	.00
EXPENDITURE		1529893.68	498217.12	129331.15	563775.69	1083.38	3778.11	333708.23	.00	.00
ENCUMBRANCE		494006.88	.00	.00	371240.07	.00	1325.20	121381.61	60.00	.00
BALANCE		1876287.99	1429897.88	339626.94	35526.07	2116.62	7050.69	61990.79	79.00	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
*SUB TOTAL										
APPROPRIATION		162630794.76	87252886.03	23531718.37	29723099.57	4741904.40	7648446.26	7660511.22	2072228.91	.00
EXPENDITURE		31727459.92	15542467.08	4427227.04	8166233.60	770070.91	1623604.09	968148.81	229708.39	.00
ENCUMBRANCE		7045047.37	.00	.00	4293088.79	125803.46	1906037.38	401698.79	318418.95	.00
BALANCE		123858287.47	71710418.95	19104491.33	17263777.18	3846030.03	4118804.79	6290663.62	1524101.57	.00
9700 - 9790										
APPROPRIATION		891287.05	.00	.00	.00	.00	.00	.00	.00	891287.05
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		891287.05	.00	.00	.00	.00	.00	.00	.00	891287.05
*SUB TOTAL										
APPROPRIATION		891287.05	.00	.00	.00	.00	.00	.00	.00	891287.05
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		891287.05	.00	.00	.00	.00	.00	.00	.00	891287.05

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
GRAND TOTAL FOR FUND										
APPROPRIATION		163522081.81	87252886.03	23531718.37	29723099.57	4741904.40	7648446.26	7660511.22	2072228.91	891287.05
EXPENDITURE		31727459.92	15542467.08	4427227.04	8166233.60	770070.91	1623604.09	968148.81	229708.39	.00
ENCUMBRANCE		7045047.37	.00	.00	4293088.79	125803.46	1906037.38	401698.79	318418.95	.00
BALANCE		124749574.52	71710418.95	19104491.33	17263777.18	3846030.03	4118804.79	6290663.62	1524101.57	891287.05

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
DEBT SERVICES	9200									
APPROPRIATION		13068092.15	.00	.00	.00	.00	.00	.00	13068092.15	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		13068092.15	.00	.00	.00	.00	.00	.00	13068092.15	.00
*SUB TOTAL										
APPROPRIATION		13068092.15	.00	.00	.00	.00	.00	.00	13068092.15	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		13068092.15	.00	.00	.00	.00	.00	.00	13068092.15	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		13068092.15	.00	.00	.00	.00	.00	.00	13068092.15	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		13068092.15	.00	.00	.00	.00	.00	.00	13068092.15	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FAC ACQ & CONST	7400									
APPROPRIATION		26486781.85	.00	.00	.00	.00	.00	26486781.85	.00	.00
EXPENDITURE		2374517.09	.00	.00	.00	.00	.00	2374517.09	.00	.00
ENCUMBRANCE		3429925.27	.00	.00	.00	.00	.00	3429925.27	.00	.00
BALANCE		20682339.49	.00	.00	.00	.00	.00	20682339.49	.00	.00
*SUB TOTAL										
APPROPRIATION		26486781.85	.00	.00	.00	.00	.00	26486781.85	.00	.00
EXPENDITURE		2374517.09	.00	.00	.00	.00	.00	2374517.09	.00	.00
ENCUMBRANCE		3429925.27	.00	.00	.00	.00	.00	3429925.27	.00	.00
BALANCE		20682339.49	.00	.00	.00	.00	.00	20682339.49	.00	.00
9700 - 9790										
APPROPRIATION		16380649.00	.00	.00	.00	.00	.00	.00	.00	6380649.00
EXPENDITURE		303431.00	.00	.00	.00	.00	.00	.00	.00	303431.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		16077218.00	.00	.00	.00	.00	.00	.00	.00	6077218.00
*SUB TOTAL										
APPROPRIATION		16380649.00	.00	.00	.00	.00	.00	.00	.00	6380649.00
EXPENDITURE		303431.00	.00	.00	.00	.00	.00	.00	.00	303431.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		16077218.00	.00	.00	.00	.00	.00	.00	.00	6077218.00
GRAND TOTAL FOR FUND										
APPROPRIATION		42867430.85	.00	.00	.00	.00	.00	26486781.85	.00	6380649.00
EXPENDITURE		2677948.09	.00	.00	.00	.00	.00	2374517.09	.00	303431.00
ENCUMBRANCE		3429925.27	.00	.00	.00	.00	.00	3429925.27	.00	.00
BALANCE		36759557.49	.00	.00	.00	.00	.00	20682339.49	.00	6077218.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
INSTRUCTION SERVICE 5000										
APPROPRIATION		5868087.54	3488815.68	1229469.10	669639.08	.00	386634.99	39936.09	53592.60	.00
EXPENDITURE		599368.17	379313.55	119957.89	7435.59	.00	76541.79	.00	16119.35	.00
ENCUMBRANCE		104530.94	.00	.00	29006.41	.00	65046.23	10478.30	.00	.00
BALANCE		5164188.43	3109502.13	1109511.21	633197.08	.00	245046.97	29457.79	37473.25	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		1182057.21	795342.94	220400.11	42384.91	.00	111929.25	.00	12000.00	.00
EXPENDITURE		169726.62	126523.41	33140.15	2425.54	.00	7637.52	.00	.00	.00
ENCUMBRANCE		47048.71	.00	.00	1650.51	.00	45398.20	.00	.00	.00
BALANCE		965281.88	668819.53	187259.96	38308.86	.00	58893.53	.00	12000.00	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		.00	.00	.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
INST & CURR DEV 6300										
APPROPRIATION		2142816.26	1608530.66	458596.93	39488.85	.00	9173.33	22126.49	4900.00	.00
EXPENDITURE		382850.64	291291.60	75611.27	15403.08	.00	418.20	126.49	.00	.00
ENCUMBRANCE		2912.62	.00	.00	2912.62	.00	.00	.00	.00	.00
BALANCE		1757053.00	1317239.06	382985.66	21173.15	.00	8755.13	22000.00	4900.00	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1104379.03	523413.61	149120.80	346030.14	.00	25928.48	20956.00	38930.00	.00
EXPENDITURE		160446.24	73214.47	18173.68	37161.66	.00	675.09	20956.00	10265.34	.00
ENCUMBRANCE		115297.59	.00	.00	114398.79	.00	898.80	.00	.00	.00
BALANCE		828635.20	450199.14	130947.12	194469.69	.00	24354.59	.00	28664.66	.00
GEN ADMINISTRATION 7200										
APPROPRIATION		505367.93	.00	.00	.00	.00	.00	.00	505367.93	.00
EXPENDITURE		65833.38	.00	.00	.00	.00	.00	.00	65833.38	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		439534.55	.00	.00	.00	.00	.00	.00	439534.55	.00
FOOD SERVICE 7600										
APPROPRIATION		9821861.66	3174518.17	1105188.24	172306.68	268699.76	3831824.94	960660.98	308662.89	.00
EXPENDITURE		1539353.12	446708.45	157702.92	31573.53	48578.87	549378.55	248260.25	57150.55	.00
ENCUMBRANCE		2337010.10	.00	.00	43888.09	19001.04	2181866.07	89179.90	3075.00	.00
BALANCE		5945498.44	2727809.72	947485.32	96845.06	201119.85	1100580.32	623220.83	248437.34	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
CENTRAL SERVICES 7700										
APPROPRIATION		6160.00	6000.00	160.00	.00	.00	.00	.00	.00	.00
EXPENDITURE		.00	.00	.00	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		6160.00	6000.00	160.00	.00	.00	.00	.00	.00	.00
TRANSPORTATION SER 7800										
APPROPRIATION		282597.70	.00	.00	.00	.00	.00	.00	282597.70	.00
EXPENDITURE		4085.10	.00	.00	.00	.00	.00	.00	4085.10	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		278512.60	.00	.00	.00	.00	.00	.00	278512.60	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		336523.45	259555.08	57263.06	8200.00	.00	8428.37	4790.00	1713.06-	.00
EXPENDITURE		92604.09	66024.19	13777.59	1700.00	.00	8428.37	4790.00	2116.06-	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		243919.36	193530.89	43485.47	6500.00	.00	.00	.00	403.00	.00
*SUB TOTAL										
APPROPRIATION		21249850.78	9856176.14	3220198.24	1278049.66	268699.76	4373919.36	1048469.56	1204338.06	.00
EXPENDITURE		3014267.36	1383075.67	418363.50	95699.40	48578.87	643079.52	274132.74	151337.66	.00
ENCUMBRANCE		2606799.96	.00	.00	191856.42	19001.04	2293209.30	99658.20	3075.00	.00
BALANCE		15628783.46	8473100.47	2801834.74	990493.84	201119.85	1437630.54	674678.62	1049925.40	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		21249850.78	9856176.14	3220198.24	1278049.66	268699.76	4373919.36	1048469.56	1204338.06	.00
EXPENDITURE		3014267.36	1383075.67	418363.50	95699.40	48578.87	643079.52	274132.74	151337.66	.00
ENCUMBRANCE		2606799.96	.00	.00	191856.42	19001.04	2293209.30	99658.20	3075.00	.00
BALANCE		15628783.46	8473100.47	2801834.74	990493.84	201119.85	1437630.54	674678.62	1049925.40	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
FISCAL SERVICES 7500										
APPROPRIATION		75175.00	63000.00	11175.00	250.00	.00	.00	.00	750.00	.00
EXPENDITURE		12167.48	10341.80	1825.68	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		63007.52	52658.20	9349.32	250.00	.00	.00	.00	750.00	.00
CENTRAL SERVICES 7700										
APPROPRIATION		21692628.00	96750.00	2905075.00	1300500.00	5000.00	35000.00	8000.00	17342303.00	.00
EXPENDITURE		5475589.99	26314.26	758154.07	339097.41	1060.29	.00	.00	4350963.96	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		16217038.01	70435.74	2146920.93	961402.59	3939.71	35000.00	8000.00	12991339.04	.00
*SUB TOTAL										
APPROPRIATION		21767803.00	159750.00	2916250.00	1300750.00	5000.00	35000.00	8000.00	17343053.00	.00
EXPENDITURE		5487757.47	36656.06	759979.75	339097.41	1060.29	.00	.00	4350963.96	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		16280045.53	123093.94	2156270.25	961652.59	3939.71	35000.00	8000.00	12992089.04	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		21767803.00	159750.00	2916250.00	1300750.00	5000.00	35000.00	8000.00	17343053.00	.00
EXPENDITURE		5487757.47	36656.06	759979.75	339097.41	1060.29	.00	.00	4350963.96	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		16280045.53	123093.94	2156270.25	961652.59	3939.71	35000.00	8000.00	12992089.04	.00

ACCOUNT TITLE	ACCT CODE	TOTAL	SALARIES 100	EMPLOYEE BENEFITS 200	PURCHASED SERVICES 300	ENERGY SERVICES 400	MATERIALS SUPPLIES 500	CAPITAL OUTLAY 600	OTHER EXPENSE 700	ALL OTHER OBJECTS
COMMUNITY SERVICES	9100									
APPROPRIATION		985861.69	713101.43	145960.26	64156.00	.00	49744.00	12400.00	500.00	.00
EXPENDITURE		201264.28	135573.45	27784.06	26505.45	.00	10780.87	520.45	100.00	.00
ENCUMBRANCE		20889.89	.00	.00	6493.66	.00	14396.23	.00	.00	.00
BALANCE		763707.52	577527.98	118176.20	31156.89	.00	24566.90	11879.55	400.00	.00
*SUB TOTAL										
APPROPRIATION		985861.69	713101.43	145960.26	64156.00	.00	49744.00	12400.00	500.00	.00
EXPENDITURE		201264.28	135573.45	27784.06	26505.45	.00	10780.87	520.45	100.00	.00
ENCUMBRANCE		20889.89	.00	.00	6493.66	.00	14396.23	.00	.00	.00
BALANCE		763707.52	577527.98	118176.20	31156.89	.00	24566.90	11879.55	400.00	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		985861.69	713101.43	145960.26	64156.00	.00	49744.00	12400.00	500.00	.00
EXPENDITURE		201264.28	135573.45	27784.06	26505.45	.00	10780.87	520.45	100.00	.00
ENCUMBRANCE		20889.89	.00	.00	6493.66	.00	14396.23	.00	.00	.00
BALANCE		763707.52	577527.98	118176.20	31156.89	.00	24566.90	11879.55	400.00	.00

\* \* \* END OF IRBD410 REPORT \* \* \*

FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING			PRD-03 SEPTEMBER 2018	
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
B	TRANSFERS	16,380,649.00	0.00	0.00	303,431.00	16,077,218.00
B 000	(GF)NON-DISCR SALARY (DIST)	0.00	0.00	0.00	0.00	0.00
B 001	SAFETY TO HEALTH	7,082,122.70	0.00	738,181.27	283,239.33	6,060,702.10
B 002	ADA COMPLIANCE	83,133.75	0.00	30,554.67	0.00	52,579.08
B 003	ENVIRONMENTAL COMPLIANCE	399.19	0.00	165.50	0.00	233.69
B 004	AIR CONDITIONING	1,974,730.75	0.00	767,812.77	317,658.17	889,259.81
B 005	ROOFING	1,719,109.99	0.00	151,803.06	215,211.31	1,352,095.62
B 007	WALKWAYS AND SIDEWALKS	18,702.80	0.00	0.00	3,100.00	15,602.80
B 008	ELECTRICAL	353,781.59	5,800.00	76,398.68	26,213.05	245,369.86
B 009	SITE IMPROVEMENTS	1,043,303.10	0.00	20,250.16	31,520.63	991,532.31
B 010	BUILDING RENOVATIONS	2,649,009.53	0.00	252,405.34	131,863.08	2,264,741.11
B 012	TECHNOLOGY	491,020.14	0.00	44,570.70	0.00	446,449.44
B 013	MOTOR VEHICLES	1,100,318.62	0.00	0.00	0.00	1,100,318.62
B 016	PLUMBING & WATER PROJECTS	144,084.92	0.00	12,552.05	115,839.19	15,693.68
B 018	PAVING	76,295.76	0.00	51,582.00	2,500.00	22,213.76
B 021	TECHNOLOGY TRANS.VIDEO/COMMUN.	85,341.37	0.00	3,765.00	0.00	81,576.37
B 023	MISC.PAINT/LOCKS/TOOLS/GYM-PE	161,899.25	0.00	20,877.00	15,041.62	125,980.63
B 024	MISC EQUIPMENT	487,474.07	0.00	107.49	33,934.09	453,432.49
B 030	CONCRETE CLASSROOM ADDITIONS	10,957.41	0.00	4,345.00	617.16	5,995.25
B 033	WINDOWS & DOORS	8,173.46	0.00	3,182.29	0.00	4,991.17
B 034	CUSTODIAL/GROUNDS EQUIPMENT	81,000.00	0.00	63,547.31	122.55	17,330.14
B 036	CONSULTING	107,156.67	0.00	63,180.00	0.00	43,976.67
B 037	HARDCOURT	100,000.00	0.00	5,203.00	30,000.00	64,797.00
B 044	GYM/BAND/PE	156,271.05	0.00	37,425.05	6,392.00	112,454.00
B 048	PORTABLE LEASING & FF&E	1,195,647.83	0.00	466,059.70	55,577.39	674,010.74
B 068	BEACHLAND EXPANSION	37,266.36	0.00	0.00	0.00	37,266.36
B 072	PLAYGROUNDS	488,168.59	0.00	162,708.79	81,367.44	244,092.36
B 402	NEW ADMINISTRATIVE FACILITY	6,107.35	0.00	0.00	0.00	6,107.35
B 403	SUPPORT SERVICES COMPLEX	14,100.00	0.00	0.00	0.00	14,100.00
B 414	PERFORMING ARTS ALLOCATION	75,655.81	0.00	11,050.01	1,438.70	63,167.10
B 421	DW CARPET TO TILE	578,176.52	0.00	66,305.01	135,142.50	376,729.01
B 429	CITRUS ADDITIONAL CLASSROOMS	8,500.00	0.00	8,500.00	0.00	0.00
B 431	DW CHILLER REPLACEMENT	1,468,886.16	0.00	720.00	521,877.00	946,289.16
B 442	PARKING LOT PROJECT	13,390.00	0.00	0.00	0.00	13,390.00
B 446	VBHS CITRUS BOWL RENOVATIONS	42,273.07	0.00	42,088.36	0.00	184.71
B 447	PIE MULTI PURPOSE ROOM	0.00	0.00	0.00	0.00	0.00
B 448	TCCAE-TECH CENTER CAREER/ADULT	650,363.35	0.00	307,029.06	278,157.88	65,176.41
B 449	STUDENT CAPACITY/IMPACT FEES	3,868,700.69	0.00	0.00	0.00	3,868,700.69
B 527	Hurricane IRMA	105,260.00	0.00	17,556.00	87,704.00	0.00
	*	42,867,430.85	5,800.00	3,429,925.27	2,677,948.09	36,753,757.49

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FND - 420 SPECIAL REVENUE - OTHER - 420		PRD-00 BEGINNING			PRD-03 SEPTEMBER 2018		
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B 101	TITLE I PART C MIGRANT-18/19	35907.00	0.00	115.00	776.32	35015.68	97.52
B 102	Title I Part C Migrant 2017/18	2971.00	0.00	0.00	2971.00	0.00	.00
B 103	TITLE IV-STUDENT/ACAD ENR 2019	296398.51	0.00	32828.00	0.00	263570.51	88.92
B 104	TITLE IV-STUDENT SUPP&ACA ENRI	46380.06	0.00	11971.40	11177.55	23231.11	50.09
B 105	TITLE I BASIC-FY 18/19	4815860.32	408.00	79924.25	541242.51	4194285.56	87.09
B 106	Title I Part A Basic 2017-2018	78708.25	0.00	0.00	78708.25	0.00	.00
B 110	TITLE III ENH OPP FOR IMMIG	0.02-	0.00	0.00	0.02-	0.00	.00
B 111	TITLE II-18/19 PRIN/TCH TRAIN	626761.00	0.00	14382.60	107797.99	504580.41	80.51
B 112	Title II FY18 Teacher Training	699.78	0.00	0.00	699.78	0.00	.00
B 134	Title I School Imp Init FY18	120251.47	247.52	23762.95	18284.67	77956.33	64.83
B 135	TITLE I-SCH IMPROVEMENT 18/19	288348.75	0.00	101473.00	4497.16	182378.59	63.25
B 151	TITLE III-ENGLISH LANG-18/19	115119.78	0.00	0.00	11319.22	103800.56	90.17
B 177	21ST CENTURY-PIE 18/19	140016.07	0.00	0.00	10758.81	129257.26	92.32
B 178	21st. century - pie	62150.63	0.00	0.00	62150.63	0.00	.00
B 179	21ST CENTURY-CCLC 18/19	144639.00	2769.64	0.00	17790.30	124079.06	85.79
B 180	21st Century Com Lgnr Cntr 18	6393.89	0.00	0.00	6393.89	0.00	.00
B 200	IDEA Part B Pre K 2017-2018	4011.09	0.00	0.00	4011.09	0.00	.00
B 201	IDEA PRESCHOOL-18/19	114581.00	0.00	500.00	14871.00	99210.00	86.59
B 206	IDEA Part B 2017-2018	1318.66-	0.00	0.00	1318.66-	0.00	.00
B 207	IDEA-Part B-18/19	3878844.00	0.00	1400.00	501255.94	3376188.06	87.04
B 301	ADULT EDUCATION-18/19	151203.00	0.00	224.85	31340.15	119638.00	79.12
B 302	Adult Education FY 17/18	3124.21	0.00	0.00	3124.21	0.00	.00
B 309	CARL PERKINS-CAREER/TECH 18/19	176635.00	1312.50	2026.26	23692.86	149603.38	84.70
B 310	Carl Perkins Sec Voc Ed FY18	2646.50	0.00	0.00	2646.50	0.00	.00
	*	11110331.63	4737.66	268608.31	1454191.15	9382794.51	84.45

FND - 421 SPECIAL REVEVUE-OTHER FED DIR			PRD-00 BEGINNING			PRD-03 SEPTEMBER 2018		
TY	PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B	209	FDLRS-18/19	4500.00	0.00	0.00	370.99	4129.01	91.76
B	213	WBLE-18/19	293124.49	0.00	0.00	10198.88	282925.61	96.52
B	315	CARL PERKINS-POSTSEC-VOC 18/19	18533.00	0.00	1181.55	9154.22	8197.23	44.23
		*	316157.49	0.00	1181.55	19724.09	295251.85	93.39

FND - 422 SPECIAL REVENUE-OTHER REIMBURS		PRD-00 BEGINNING			PRD-03	SEPTEMBER 2018	
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B 215	SEDNET MINI-GRANT 18/19	1500.00	0.00	0.00	999.00	501.00	33.40
	*	1500.00	0.00	0.00	999.00	501.00	33.40

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
REQUEST 163 TOTAL	11427989.12	4737.66	269789.86	1474914.24	9678547.36	84.69

**From:** [MG](#)  
**To:** [Esplen, Nancy](#)  
**Cc:** [Justice, Tiffany](#); [Zorc, Laura](#); [barenborg4schools@gmail.com](mailto:barenborg4schools@gmail.com); [Mara Schiff](#); [Rendell, Mark](#); [votejaquelinerosario@gmail.com](mailto:votejaquelinerosario@gmail.com); [dagresta@orlandolaw.net](mailto:dagresta@orlandolaw.net); [david@davidhonig.org](mailto:david@davidhonig.org)  
**Subject:** Equity Committee Resource Appointments for New Board  
**Date:** Wednesday, November 14, 2018 11:24:59 AM

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Good Morning Nancy,

My name is Merchon Green. I have been appointed the Chairperson for the Equity Committee. In reviewing the 9 page agreement, it states that the Board will appoint school employees to act as a resource for the committee. Would you please place this selection as a discussion and action item for the upcoming meeting? It is necessary that this person is selected for us to continue. We need a neutral staff member to communicate with, in order to, set up the meeting times, place, agenda (sunshine law prohibits direct communication.)

Also, the person(s) appointed should not have to go through Dr. Rendell to gather documents, send documents, write up agendas, contact committee members, schedule meetings. The committee is at the same level as the school board on the organizational chart. It does not require communication with nor is it controlled by Dr. Rendell. The committee only reports to the Board and Judge for periodically.

I would also like to request the main room be used for the meetings because it has the audio and video taping capabilities. Also, our meetings will likely be in the evenings, so the public has the opportunity to attend. Committee meetings will not conflict with Board meetings. An IT person will probably have to be paid overtime to assist us, but there are only 4 meetings. In addition, this is an extremely important committee and the expense is warranted.

Thank you in advance,

Merchon Green  
772.226.0036

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