

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

If a person decides to appeal any decision made by the Board with respect to any matter considered at these meetings, he will need to ensure that a verbatim record is made which includes the testimony and evidence upon which the appeal is to be made.

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

Date: January 15, 2019

Time: 6:00 p.m.

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

Business Meeting Agenda

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS by Sebastian River High School's Navy Junior ROTC under the direction of Lieutenant Commander James Landis USN (Retired) and Master Sergeant Michael Hussey USMC (Retired).
- III. ADOPTION OF ORDERS OF THE DAY
- IV. PRESENTATIONS
 - A. Musical Rendition by - Pelican Island Elementary School**
 - B. Short Video on School Initiatives**
 - C. Casual for a Cause – Salvation Army**
 - D. Veteran of the Month – Command Sergeant Major Ed Britt**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
 - A. Approval of Minutes – Dr. Rendell**
 - 1. 2018-11-20 Business Meeting Minutes
 - 2. 2018-12-11 Pending Litigation Minutes
 - 3. 2018-12-11 Business Meeting MinutesSuperintendent recommends approval.
 - B. Approval of Personnel Recommendations – Dr. Rendell**

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

C. Approval of Instructional Calendar – Dr. Rendell

Current Florida Statute requires district administration to submit a school calendar for approval by the District’s governing body. The submitted 2019-2020 Instructional Calendar reflects District priorities for ensuring effective instruction and providing seamless delivery of school support services throughout the year. The presented calendar is the work-product of the Instructional Calendar Committee, a collaborative team comprised of representatives of relevant stakeholder groups. Over the course of several months, the committee used an iterative process to draft and refine potential school year calendars. Each successive draft reflected the addition of pertinent stakeholder feedback and the results of an online survey. The presented recommendation is reflective of student and family needs, teacher and administrator suggestions, and District priorities and requirements. Superintendent recommends approval.

D. Approval of Donations – Dr. Rendell

1. Fellsmere Elementary School received a donation in the amount of \$3,000 from St. Augustine of Canterbury Episcopal Church. The funds will be used for purchasing a gift to help families in need.
2. Liberty Magnet School received a donation in the amount of \$2,000 by the Cowan Family Foundation. The funds will be used for IB training or IB supplies for Liberty Magnet School

Superintendent recommends approval.

VII. ACTION AGENDA

A. Approval to Renew Agreement for #15-0-2018/JC Request for Proposal (RFP) for Lawn Maintenance Districtwide – Dr. Rendell

Pursuant to the terms and conditions of RFP #15-0-2018/JC, the Purchasing Department is requesting approval to renew this Agreement for a period of one year with Brightview Landscaping Services, Inc. Scope of work is to provide labor, materials, services, skills, supervision and necessary tools and equipment to maintain customer’s landscape in an attractive, safe condition throughout the contract period. Pricing shall include all labor, supervision, equipment, machinery, tools, materials, transportation, and services necessary for grounds maintenance to all locations within the district. The estimated annual expenditure is \$576,000. All prices, terms and conditions shall remain the same. The new contract period is February 26, 2019 through February 27, 2020. Please see attached backup. Superintendent recommends approval.

B. Approval of a One (1) Year Extension for Collections Digital English Textbook Adoption – Mrs. Dampier

The School Board approved the English Textbook Adoption during the 2014-2015 school year. Collections digital, publisher Houghton Mifflin Harcourt, is currently being used for the ELA Curriculum for our students enrolled grades 6-12. This extension will accommodate the one-year extension period from March 1, 2019 – June 30, 2020. The new ELA textbook adoption cycle will begin July 1, 2019. The cost for the English Language Arts curriculum is \$156,000. Superintendent recommends approval.

C. Approval to Award SDIRC 05-0-2019JC Invitation to Bid for Stadium Locker Room Renovations and Addition at Sebastian River High School – Mr. Teske

The purpose and intent of this Invitation to Bid is for renovations to 4,280-square feet of the existing stadium locker room building and construction of a 1,000-square foot addition as per the bid specifications and drawings by Edlund, Dritenbas and Binkley Architects & Associates. The cost to the District is \$1,233,600.00 (Bid amount of \$1,028,000 and owner added contingency of \$205,600). The Purchasing Department recommends award to Summit Construction of Vero Beach, Inc. as the lowest and best responsive and responsible bidder meeting specifications, terms and conditions. Please see attached backup. Superintendent approves recommendation.

D. Approval of Owner/Contractor Construction Agreement for Sebastian River High School Stadium Locker Room Renovation/Addition (SDIRC #05-0-2019JC) – Mr. Teske

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Summit Construction of Vero Beach, LLC. for Sebastian River High School Stadium Locker Room Renovations and Addition (SDIRC #05-0-2019JC), in the amount of \$1,233,600.00. The scope of work includes renovations to 4,280-square feet of the existing stadium locker room building and construction of a 1,000-square foot addition. The contract amount consists of the Contractor's Base Bid in the amount of \$1,028,000.00 and an owner added contingency in the amount of \$205,600.00, which includes all construction costs associated with this project. The contract amount does not include architectural, engineering and testing fees at an estimated amount of \$122,580.00, for an overall total project cost of \$1,356,180.00. Superintendent recommends approval.

E. Approval to Award SDIRC #01-0-2019JC RFQ for Prequalification of Electrical Contractors to Replace the Fire Alarm System at Sebastian River High School - Mr. Teske

The Physical Plant Department requested that a Request for Qualifications (RFQ) be promulgated to prequalify electrical contractors prior to issuing an Invitation to Bid to replace the fire alarm system at Sebastian River High School. Since this project is expected to exceed \$300,000.00, participating contractors are required to prequalify in accordance with SREF (State Requirements for Educational Facilities). It is recommended that this RFQ be awarded to 1st Fire & Security, Inc. Please see attached backup. Superintendent recommends approval.

F. Approval to Award SDIRC #06-0-2019JC RFQ for Prequalification of Electrical Contractors to Replace the Fire Alarm System at Sebastian River High School - Mr. Teske

The Physical Plant Department requested that a Request for Qualifications (RFQ) be promulgated to prequalify electrical contractors prior to issuing an Invitation to Bid to replace the fire alarm system at Sebastian River High School. Since this project is expected to exceed \$300,000.00, participating contractors are required to prequalify in accordance with SREF (State Requirements for Educational Facilities). The previous RFQ (01-0-2019JC) resulted in only one prequalified contractor. Thus, this RFQ was released to increase competitive bid participation. It is recommended that this RFQ be awarded to Complete Electric and Paragon Electric. Please see attached backup. Superintendent recommends approval.

G. Approval of Superintendent's Organizational Chart – Dr. Rendell

Approval of the revised 2018-2019 Organizational Chart. Superintendent recommends approval.

VIII. SUPERINTENDENT'S REPORT

IX. DISCUSSION

- 1.) Life Touch/Teen Truth – Dr. Schiff
- 2.) School Board Member Finance Training – Dr. Schiff
- 3.) Current Status on Filling CFO Position – Mrs. Zorc
- 4.) Recent Discrepancies with Fund (Unrestricted Reserves) Balance - Mrs. Zorc

ADD ON: Moratorium on all spending excluding essential services, wages, and capital improvements related to security and safety until discrepancies are resolved and new CFO is in place.

- 5.) SDIRC Legal Services – Dr. Schiff

ADD ON:

- 6.) Transportation – Mrs. Rosario**
- 7.) School Start Time – Mrs. Justice**
- 8.) Dress Code – Mrs. Justice**

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA

A. Financial Report for quarter ending October 31, 2018

Attached are the Financial Reports for the month ending October 31, 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. The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

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The District School Board of Indian River County met on November 20, 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 Laura Zorc, Vice Chairman Tiffany Justice, and Board Members: Teri Barenborg, Jacqueline Rosario, and Dr. Mara Schiff. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present. Prior to the meeting, an invocation was given by Pastor Jack Diehl, from Our Savior Lutheran Church in Vero Beach.

Business Meeting Minutes

- I. Meeting was called to order by Chairman Zorc at 6:11 p.m.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG was led by Chairman Zorc
- III. ADOPTION OF ORDERS OF THE DAY
Chairman Zorc asked, if any of the Board Members would like to move any Consent Agenda Items to Action. Dr. Schiff requested Consent B-3, #6 and Consent B-7, #1. Mrs. Barenborg requested Consent Agenda Item D to be moved to Action. Mrs. Justice requested Consent **C be moved to Action. Chairman Zorc called for a motion to Adopt the Orders of the Day as stated. Dr. Schiff moved approval. Mrs. Rosario seconded the motion and it carried unanimously, with a 5-0 vote.**
- IV. PRESENTATIONS
Chairman Zorc recognized Dr. Rendell for a series of presentations. Dr. Rendell explained how this was always an exciting part of the meeting. He gave a brief overview of the items and then turned the presentations over to Mrs. Maddux. Mrs. Maddux prefaced the video along with all of the other presentations.
 - A. **Short Video on School Initiatives**
 - B. **Principal and Assistant Principal of the Year**
Both Mrs. Emerson and Mr. Poole were asked to come to the podium and say a few words. They were both awarded plaques and photos were taken.
 - C. **Veteran of the Month - Dr. A. Ronald Hudson**
Dr. Hudson came to the podium, he spoke, and was awarded a plaque. Photos were taken.
 - D. **Casual for a Cause – American Cancer Society and Hurricane Michael**
Mrs. Maddux explained Casual for a Cause. A check was presented to American Cancer Society in the amount of \$4,636.05. A presentation was awarded to Gifford Middle School for Relay for Life. Raising over \$42,000 over the past 13 years. A plaque was awarded to Ms. Jones, Principal. Photos were taken. The second Casual for a Cause was for the Victims of Hurricane Michael. Ms. Maddux shared the items the

District and Community Partners provided. There was a surplus amount, which went to the Rebook to Rebuild Program through the Florida Education Foundation. Photos were taken.

Before moving on to Citizen Input, Ms. Vanessa Gonzalez from Vero Beach Elementary School was recognized for a State Award for Hispanic Heritage Elementary Teacher of the Year by the Governor. Mrs. Emerson came to the podium and spoke along with introducing Ms. Gonzalez.

V. CITIZEN INPUT

Claudia Wahl – Carter Morrison

Stacey Klim – Congratulations

Liz Cannon – Personnel Recommendations

Mike Murray – Bargaining

Crystal Neel – Dismissal Without Cause

Mrs. Barenborg asked the Chairman what the process is for following up with the speakers. Chairman Zorc said the Citizen Input forms have contact information and she asked the Dr. Rendell to also speak to this. It was also suggested to be added to the Discussion Session.

VI. CONSENT AGENDA

Chairman Zorc called for a motion. Mrs. Justice moved approval as stated for the moving of Consent B-3,#6; B-7, #1; , C and D to the Action Agenda. Dr. Schiff seconded the motion and it carried unanimously, with a 5-0 vote.

A. Approval of Minutes – Dr. Rendell

1. 2018-10-23 Superintendent’s Workshop Minutes

2. 2018-10-23 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 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

Chairman Zorc recognized Dr. Schiff for Consent B-3, #6. Dr. Schiff discussed with the other Board Members her concerns. There was a discussion by all Board Members. Mrs. Justice move to continue with the termination during the probation period without cause for Consent Agenda Item B-3, #6. Mrs. Barenborg seconded the motion and it carried, with a 3-2 vote. Mrs. Rosario and Dr. Schiff voted Nay. Chairman Zorc recognized Dr. Schiff for Consent B-7, #1. Dr. Schiff said she felt she didn't have sufficient information to make a decision with regards to the transfer. There was a discussion between the Board Members, Mrs. D'Agresta, and Dr. Rendell. Mrs. Rosario motioned to postpone this item until the next School Board Meeting, December 11th. Mrs. Barenborg seconded the motion and the motion carried, with a 4-1 vote. Mrs. Justice voted Nay. Chairman Zorc

recognized Mrs. Justice on Consent Agenda Item C. She spoke to the donations and taking a moment to highlight this. Chairman called for a motion. Mrs. Justice moved approval. Dr. Schiff seconded the motion and it carried unanimously, with a 5-0 vote. Chairman Zorc recognized Mrs. Barenborg on Consent Agenda Item D. Mrs. Barenborg had a couple of questions for the Superintendent. All questions were answered. Mrs. Justice moved approval on the District's Best Practices Assessment. Mrs. Barenborg seconded the motion and it carried unanimously, with a 5-0 vote.

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.

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the information to the Board and the audience. Chairman Zorc called for a motion. Mrs. Justice moved approval. Mrs. Barenborg seconded the motion and it carried unanimously, with a 5-0 vote. There was a brief discussion. Ms. Clark, Director of ESE, came to the podium and answered questions.

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.

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

was a brief discussion. Chairman Zorc asked Mrs. Shields, TCTC Principal, to come and speak also.

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.

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

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.

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

VIII. SUPERINTENDENT’S REPORT

Chairman Zorc recognized Dr. Rendell for his Superintendent’s Report. Dr. Rendell shared his excitement about the celebrations in the beginning of the meeting. He hopes that everyone understands the importance of these celebrations.

IX. DISCUSSION

Chairman Zorc prefaced this item with an explanation on how the Discussion Section works.

Equity Committee Clarification – Mrs. Zorc

Chairman Zorc briefly reviewed sections of an email from the Equity Chairman. Mrs. Zorc asked Mrs. D’Agresta for clarification for some of the items. After further discussion on this, the Board was satisfied.

Mrs. Justice did step out at 8:57 p.m. and returned at 9:00 p.m.

Mrs. Barenborg asked to speak on an item. She wanted to discuss the FSBA Membership. She asked that the members explore this while at the conference. Mrs. Justice suggested that this be discussed after attending the conference.

X. SCHOOL BOARD MEMBER MATTERS

Chairman Zorc recognized Mrs. Barenborg. She spoke about the Veteran's Day Event at Storm Grove Middle School. Mrs. Rosario thanked everyone for the opportunity to serve the District. Dr. Schiff shared the same. Mrs. Justice spoke on the Moonshot Moment, Kids Tag Art Display and Contest, and congratulate the new Board Members and Mrs. Zorc as the new Chairman. Mrs. Zorc shared her willingness to have an open dialog. All of the Board Members wished everyone a Happy Thanksgiving.

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

Dr. Rendell wanted to thank all of the Community Members for coming out to the reception this evening for the New Board Members. He also wished everyone a Happy Thanksgiving.

XIII. ADJOURNMENT – Chairman Zorc

Meeting adjourned at approximately 9:17p.m.

The District School Board of Indian River County met on December 11, 2018, at 1:00 p.m. The Pending Litigation 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 Laura Zorc, Vice Chairman Tiffany M. Justice, and Board Members: Teri Barenborg, Jacqueline Rosario, and Dr. Mara Schiff. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present.

Special Business Meeting for Pending Litigation Meeting Minutes

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

II. Purpose

Chairman Zorc recognized Mrs. D’Agresta to provide the Purpose of the Meeting. Mrs. D’Agresta read the information below along with those that were attending.

A. Purpose of the Public Meeting is to conduct a Closed Session on Pending Litigation

B. Estimated Duration of the Closed Session is 60 Minutes

C. Names of Those Who will attend the Closed Session:

Laura Zorc, Chairman

Tiffany M. Justice, Vice Chairman

Teri L. Barenborg, Board Member

Jacqueline Rosario, Board Member

Mara Schiff, Ph. D., Board Member

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

Suzanne D’Agresta, Esq., School Board Attorney

~~Meri De Mercado, Coordinator of Risk Management & Benefits~~

Robert A. Donahue, Esq., Rissman, Barrett, Hurt, Donahue, McLain & Mangan, P.A.

Atlantic Court Reporting

III. Recess to Discuss Settlement Negotiations and/or Strategy Related to Litigation Expenditures

(This session will be recorded by a certified court reporter.)

Chairman Zorc recessed the meeting at: 1:01 p.m.

IV. Reopen Public Meeting

Chairman Zorc reopened the meeting at 1:45 p.m. She stated that there was no action to be taken.

V. ADJOURNMENT – Chairman Zorc

Meeting adjourned at approximately 1:45 p.m.

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The District School Board of Indian River County met on December 11, 2018, at 6:00 p.m. The Business Meeting was held in the Joe N. Idlette, Jr. Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Laura Zorc, and Board Members: Teri Barenborg, Jacqueline Rosario, and Dr. Mara Schiff. Vice Chairman Tiffany Justice was absent. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present. Prior to the meeting, an invocation was given by Associate Pastor Payton Minzenmayer, from Vero Beach Church of Christ.

Meeting Minutes

- I. Meeting was called to order by Chairman Zorc 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 Zorc asked the Board Members, if there were any Consent Items they wished to have moved to Action. Mrs. Rosario requested Discussion Items A and B, be moved to Action. With no other changes, Chairman Zorc called for a motion. Mrs. Barenborg moved approval with Discussion Items A and B, being moved to Action. Mrs. Rosario seconded the motion and it carried unanimously, with a 4-0 vote.
- IV. PRESENTATIONS
Chairman Zorc recognized Dr. Rendell for a series of presentations. Dr. Rendell explained how this is the most enjoyable part of the meeting. He shared a summary of what will be presented. Dr. Rendell then turned the presentation portion of the meeting over to Mrs. Maddux.
 - A. **Musical Rendition by – Treasure Coast Elementary School**
Mr. Hall and his students were introduced by Mrs. Maddux. The two songs they sang were: Believer and Count on Me. Photos were taken
 - B. **Short Video on School Initiatives**
Mrs. Maddux explained that what the audience was going to see is the Employee of the Year and the Teacher of the Year Prize Patrol Finalists.
 - C. **Casual for a Cause – Veteran’s Council**
Mrs. Maddux shared the meaning of what Casual for a Cause represents. Mr. Bruce Cady accepted a check from the District in the amount of \$4,000. He spoke and photos were taken.

D. Veteran of the Month – Marine Corp Sergeant Pete Sayles

Mrs. Maddux introduced Mr. Peter Sayles. He was presented with a plaque, spoke at the podium, and photos were taken.

E. Alternative Certification ~~Participation~~ Program – ~~Terri Beckham~~ Julie Kastensmidt

Mrs. Maddux introduced Ms. Julie Kastensmidt to present the certificates and talk a little bit about the program. Photos were taken.

V. CITIZEN INPUT

Mary Lou Ciambriello – Scholarship and Volunteering

Dr. Jacqueline Warrior – Removal Action D

Jack Stiefel – Equity Committee

Claudia Whal – SDIRC ERP Delays

VI. CONSENT AGENDA

Chairman Zorc called for a motion. Mrs. Barenborg moved approval. Mrs. Rosario seconded the motion. Mrs. Barenborg asked to reconsider her motion and Mrs. Rosario seconded the motion and it carried unanimously, with a 4-0 vote. Mrs. Barenborg made a motion to amend the Organizational Meeting Minutes from the 11/20/2018 Meeting. There were two typographical errors. One was Member to Members and the other was the spelling of Mrs. Rosario's first name. Was Jaqueline and should have been Jacqueline. Mrs. Rosario seconded the motion as amended, and it passed unanimously with a 4-0 vote.

A. Approval of Minutes – Dr. Rendell

1. 2018/11/20 Organization Meeting Minutes

Superintendent recommends approval.

B. Approval of Personnel Recommendations – Dr. Purcell

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

C. Approval of Amended 2018-2019 Salary Schedule, Substitute and Miscellaneous Pay – Dr. Purcell

Schedule updated to include salary information for Indian River Virtual Adjunct Instructors under Substitute and Miscellaneous Pay. Copy of amended page is attached and new language is underlined. Superintendent recommends approval.

D. Approval of Donations – Dr. Rendell

1. Beachland Elementary School received a donation in the amount of \$1,780.16 from the Beachland Elementary PTA. The funds will be utilized by the Beachland Elementary Media Center.
2. Wabasso School received a donation in the amount of \$5,135 from the Space Coast PCA. The funds will be utilized for General Activities at the Wabasso School.
3. The Physical Plant Department received a donation of 1800 recycling labels from Bank of America. The Fair market value of the donated items is estimated to be \$3,330. The labels will be utilized by the School District Recycling Program. A donation of recycling totes was received from Waste Management. The fair market value of the donated items is \$10,920 the recycling totes will be used to expand the recycling program and educate students, faculty, and staff of the School District.
Superintendent recommends approval.

E. 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.

F. Approval of SRHS Washington D.C. Spring Break Study Tour (March 2019) – Mrs. Dampier

Sebastian River High School students in history classes will travel to Washington, D.C. during Spring break 2019. Students will be visiting famous educational and historical sites, such as the Smithsonian Institution, the Pentagon, and even Air Force One. This trip aligns with the curriculum of I.B. History, as well as African-American history. All expenses will be paid for through student payments and fundraising proceeds. Insurance has been approved by Risk Management. Superintendent recommends approval.

G. Approval of Student Expulsion Recommendation 2018-02 – Dr. Rendell

Principal Mr. O’Keefe is requesting the expulsion of Student #19-12 on charges of School Board Rule 5772 – Weapons – Violation of Hearing Officer’s Findings of Fact, Conclusion of Law and Recommendations dated December 4, 2018. Recommendation is for expulsion for the remainder of the 2018-2019 school year. Superintendent recommends approval.

H. Approval of Student Expulsion Recommendation 2018-01 – Dr. Rendell

Principal Mr. O’Keefe is requesting the expulsion of Student #19-09 on charges of School Board Rule 5772 – Weapons – Violation of Hearing Officer’s Findings of Fact, Conclusion of Law and Recommendations dated October 11, 2018. Recommendation is for expulsion for the remainder of the 2018-2019 school year. Superintendent recommends approval.

VII. ACTION AGENDA

A. Public Hearing for Adoption of New, Revised, and Repealed District School Board Policies – Dr. Rendell

On October 23, 2018, the Board moved approval to set a Public Hearing date to adopt new, revised, and repealed District School Board Policies. The purpose of the revisions, new policies, and repealed policies is to be consistent with present practice and legislation. The policy change process was followed in accordance with Florida Statutes, under Florida Administrative Procedures Act, Chapter 120 Rulemaking; and School Board Bylaw 0131. The proposed policies are attached. Superintendent recommends approval.

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the information to the Board and audience. Chairman Zorc asked if he had documented the public hearing properly in accordance with State Statutes. Dr. Rendell confirmed. The Chairman then recessed the meeting to conduct the public hearing as advertised. She also asked Dr. Rendell, if there were any written responses to the advertised public hearing. He said there were none. Chairman Zorc invited the public to address any issues with this public hearing at that time. The Chairman then concluded the public hearing on the Adoption of New, Revised, and Repealed District School Board Policies and she reconvened the meeting.

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

B. Approval to Issue a Purchase Order That Exceeds \$50,000.00 - Dr. Rendell

Pursuant to School Board Policy 6320, the Superintendent's authority is limited to purchase commodities and/or contractual services where the total amount does not exceed \$50,000 and does not exceed the applicable appropriation in the District Budget. Staff is requesting approval to process and release the requisition listed on the backup for this item. This requisition exceeds \$50,000.00 and therefore requires Board approval. This requisition is in full compliance with School Board Policy 6320.

Requisition #1 – IB Testing Material \$60,279.00
Superintendent Recommends Approval.

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the information to the Board and audience. Chairman Zorc called for a motion. Mrs. Rosario moved approval. Dr. Schiff seconded the motion and it carried unanimously, with a 4-0 vote.

C. Approval of Budget Amendment – Dr. Rendell

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

Amendment # 1 - Federal Budget July 1 – September 30, 2018

Amendment # 1 - Capital Fund

Amendment # 1 - Food Service

Amendment # 1 – General Fund

Superintendent recommends approval.

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the information to the Board and audience. Chairman Zorc called for a motion. Dr. Schiff moved approval. Mrs. Barenborg seconded the motion and it carried with a 4-0 vote. There was a brief discussion and Mrs. Pelletier was asked to come to the podium to answer a few questions.

DELETED:

~~D. Approval of Postponed Personnel Recommendation from November 20, 2018 Business Meeting – Dr. Rendell~~

~~Chairman asked for Dr. Rendell to provide an explanation for the removal. Dr. Rendell spoke to the Board and audience on this. There was a brief discussion by the Board Members.~~

E. Approval of Agreements Pertaining to the Sale of City of Vero Beach (COVB) Electric Utility to FPL Regarding Fiber Optics – Mr. Teske

The closing for the sale of COVB electric utility is scheduled for December 17, 2018. That sale requires FPL to resolve issues related to the fiber that is owned and used by the Consortium members (SDIRC, Indian River County, and COVB) of the Joint Fiber Optics Project Interlocal Agreement. The parties involved have negotiated the following attached agreements: Substation License and Access Agreement, Linear Facilities Pole Attachment Agreement, Fiber License Agreement, and First Amendment to Revised and Restated Joint Fiber Optics Project Interlocal Agreement. Also attached is the Memorandum from IRC Attorney Dylan Reingold to the Board of County Commissioners with their recommendation for County approval. Superintendent recommends approval.

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the information along with providing some additional information to the Board and audience. Chairman Zorc called for a motion. Mrs. Barenborg moved approval. Dr. Schiff seconded the motion and it carried unanimously, with a 4-0 vote. There was a brief discussion.

F. Approval to Award SDIRC 03-0-2019JC Invitation to Bid (ITB) for a Single Point of Entry at Sebastian Elementary to Kerns Construction and Property Management, Inc. - Mr. Teske

The purpose and intent of this Invitation to Bid was to secure a firm price to create a single point of entry into the administrative offices at Sebastian Elementary, as per specifications and drawings provided by Song + Associates Architects. The cost to the District is \$199,000 (missing a zero was pointed out by Mrs. Rosario during the meeting) (Bid amount of \$179,000 and owner added contingency of \$20,000). The Purchasing Department recommends award to Kerns Construction and Property Management, Inc. as the lowest and best responsive and responsible bidder meeting specifications, terms and conditions. Please see attached backup. Superintendent approves recommendation.

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the above information to the Board and audience. Chairman Zorc called for a motion. Dr. Schiff moved approval. Mrs. Barenborg seconded the motion and it carried unanimously, with a 4-0 vote.

G. Approval of Owner/Contractor Construction Agreement for Sebastian Elementary School Single Point of Entry (SDIRC #03-0-2019JC) – Mr. Teske

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Kerns Construction & Property Management Corp., for Sebastian Elementary School Single Point of Entry (SDIRC #03-0-2019JC) in the amount of \$199,00.00. The scope of work includes creating a new single point of entry into the school administration office in accordance with the architectural plans and specifications. The contract amount consists of the Contractor's Base Bid in the amount of \$179,000.00 and an owner added contingency in the amount of \$20,000.00, which includes all construction costs associated with this project. The contract amount does not include architectural fees, at an estimated amount of \$23,950.00, for an overall total project cost of \$222,950.00. Superintendent recommends approval.

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the above information to the Board and audience. Chairman Zorc called for a motion. Mrs. Barenborg moved approval. Mrs. Rosario seconded the motion and it carried unanimously, with a 4-0 vote.

H. Approval to Award SDIRC 02-0-2019JC Invitation to Bid (ITB) for a Single Point of Entry at Pelican Island Elementary to Kerns Construction and Property Management, Inc. - Mr. Teske

The purpose and intent of this Invitation to Bid was to secure a firm price to create a single point of entry into the administrative offices at Pelican Island Elementary as per specifications and drawings provided by Song + Associates Architects. The cost to the District is \$199,500 (Bid amount of \$179,500 and owner added contingency of \$20,000). The Purchasing Department recommends award to Kerns Construction and Property Management, Inc. as the lowest and best responsive and responsible bidder meeting specifications, terms and conditions. Please see attached backup. Superintendent approves recommendation.

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the above information to the Board and audience. Chairman Zorc called for a motion. Mrs. Rosario moved approval. Dr. Schiff seconded the motion and it carried unanimously, with a 4-0 vote.

I. Approval of Owner/Contractor Construction Agreement for Pelican Island Elementary School Single Point of Entry (SDIRC #02-0-2019JC) – Mr. Teske

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Kerns Construction & Property Management Corp., for Pelican Island Elementary School Single Point of Entry (SDIRC #02-0-2019JC) in the amount of \$199,500.00. The scope of work includes creating a new single point of entry into the school administration office in accordance with the architectural plans and specifications. The contract amount consists of the Contractor's Base Bid in the amount of \$179,500.00 and an owner added contingency in the amount of \$20,000.00, which includes all construction costs associated with this project. The contract amount does not include architectural fees, at an estimated amount of \$23,950.00, for an overall total project cost of \$223,450.00. Superintendent recommends approval.

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the above information to the Board and audience. Chairman Zorc called for a motion. Mrs. Barenborg moved approval. Dr. Schiff seconded the motion and it carried unanimously, with a 4-0 vote.

J. Approval of Release of Final Payment to Summit Construction of Vero Beach, LLC for the Treasure Coast Technical College (SDIRC # 01-0-2018JC) – Mr. Teske

Approval is recommended for release of Final Payment in the amount of \$159,348.09 to Summit Construction of Vero Beach, LLC for the Treasure Coast Technical College Project (SDIRC # 01-0-2018JC). On January 23, 2018, the Board approved the Guaranteed Maximum Price (GMP) in the amount of \$1,600,100.00 for the Treasure Coast Technical College project. The final construction cost for this project totals \$1,530,044.01. The unused portion of the GMP, in the amount of \$70,055.99, is being returned to the District. Final payment for this project is being brought to the Board for approval in accordance with Florida Statute 1013.50. The final payment to the contractor consists of the project retainage, which is held until project completion. Superintendent recommends approval.

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the information, also provided additional information. Chairman Zorc called for a motion. Mrs. Barenborg moved approval. Mrs. Rosario seconded the motion and it carried unanimously, with a 4-0 vote.

K. Approval of Agreement Form for Construction Contracted Services with Stuart Fence Company, Inc. for VBHS Freshman Learning Center Fencing and Gates – Mr. Teske

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and Stuart Fence Company, Inc., to furnish materials and labor to install fencing and gates at the VBHS Freshman Learning Center School campus as outlined in the proposal. This Agreement is the result of the lowest of multiple quotes, in compliance with School Board Policy 6322, Competitive Solicitation Requirements for Construction Contracting, Section C. The cost of this project is not to exceed \$95,400.00, which includes the proposal amount of \$90,400.00 and an owner added contingency in the amount of \$5,000.00. Superintendent recommends approval.

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the information, also provided additional information. Chairman Zorc called for a motion. Dr. Schiff moved approval. Mrs. Rosario seconded the motion and it carried unanimously, with a 4-0 vote.

L. Approval of Economic Opportunities Council of Indian River County, Inc. Headstart Program Agreement for Dodgertown Elementary and Indian River Academy Portable Classroom Buildings - Mr. Teske

Approval is recommended for the renewal of the Agreement between the School Board of Indian River County and the Economic Opportunities Council of Indian River County, Inc., Head Start Program for the allowance to house two (2) portable classroom buildings on School District property: one (1) portable located at Dodgertown Elementary School and one (1) portable located at Indian River Academy School. The portable classroom buildings are leased, operated and maintained by the Economic Opportunities Council of Indian River County, Inc. This Agreement is valid through June 30, 2022. Superintendent recommends approval.

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the information to the Board and audience. Chairman Zorc called for a motion. Mrs. Barenborg moved approval. Dr. Schiff seconded the motion and it carried unanimously, with a 4-0 vote. There was a brief discussion on the Certificate of Insurance.

Moved from Discussion to Action:

M. School Finance Forum – Mrs. Rosario

Chairman Zorc recognized Mrs. Rosario to make a motion. Mrs. Rosario made a motion for the Board to hear the possibility to attend the School Finance Forum. Dr. Schiff seconded the motion. Chairman Zorc opened it up for discussion to the Board Members. Mrs. Rosario spoke and provided each of the Board Members a handout. There was an in-depth conversation by all Board Members regarding FSBA, the School Finance Forum, and the Board's budget. It was suggested for Dr. Rendell to see, if FADSS could assist with providing someone for a workshop session.

During this discussion, power was lost twice. First the Chairman recessed at 7:40 and reconvened at 7:47 p.m. The second power outage was at 7:56 p.m., where the Chair recessed and the Chairman reconvened at 8:01 p.m.

Mrs. Rosario made a motion to amend the previous motion and make a motion for Dr. Rendell to reach out to FADSS and/or the CFO of Hillsborough to see, if they can provide the same training. Dr. Schiff seconded the motion and it carried unanimously, with a 4-0 vote.

N. Organizational Chart – Mrs. Rosario

Chairman Zorc recognized Mrs. Rosario for this item. Mrs. Rosario made a motion to amend the District Organizational Chart based on explanation. Mrs. Barenborg seconded the motion to open for discussion. Mrs. Rosario shared an explanation of her request. Mrs. Rosario made a second motion to remove Board Appointed Committees from the Superintendent’s Organizational Chart. This motion was not seconded. Mrs. Zorc asked about the history of the Organizational Chart. Dr. Rendell shared some history to the flow chart. Each of the Board Members spoke to this. Mrs. Rosario made a motion to change the organizational chart to reflect the Board Appointed Committees under the School Board, as reflected or similar to the Brevard County Organizational Chart. There was no second to this motion. Dr. Schiff made a motion to amend Mrs. Rosario’s motion, adding that the Board receive a draft of the revised Superintendent’s Organizational Chart to come for a vote at a subsequent meeting. Mrs. Barenborg seconded the motion and it carried unanimously, with a 4-0 vote.

VIII. SUPERINTENDENT’S REPORT

Chairman Zorc recognized Dr. Rendell. Dr. Rendell shared the holiday schedule with the audience. He thanked everyone for the great first half of the year and wished everyone an enjoyable holiday season.

IX. DISCUSSION

~~A. School Finance Forum – Mrs. Rosario~~ Moved to Action

~~B. Organizational Chart – Mrs. Rosario~~

C. Board Discussion Sessions – Mrs. Zorc

Chairman Zorc reviewed with the New Board Members the history of previous Discussion Meetings that took place. She asked how the Board Members would like to have the second Tuesday, which would be the Discussion Session instead of the Workshop and the fourth Tuesday would be the Superintendent’s Workshop. Mrs. Zorc asked for a consensus. Mrs. Rosario thinks this is a great idea. This would take place at 1:00 p.m. Mrs. Zorc said the first Tuesday for the Discussion Session will take place on the second Tuesday in February from 1:00 p.m. to 4:00 p.m.

D. Concerts at Both High Schools – Mrs. Barenborg

Mrs. Barenborg shared that she was disheartened by the sound systems at both high schools. There was a discussion regarding this. Dr. Rendell along with Mr. Teske also provided some input. Each of the schools have different options that were discussed.

X. SCHOOL BOARD MEMBER MATTERS

Mrs. Barenborg shared meetings she plans on attending and have attended. And, she complimented both Prism done by Sebastian River High School and the Winter Wonderland at Vero Beach High School. Mrs. Rosario shared her experience at both Prism and Winter Wonderland. She also shared about her visit to Citrus Elementary School. Dr. Schiff shared her delight of the Prism Concert and how much she enjoyed the Star Patrol. Mrs. Zorc expressed her gratitude to Mrs. Maddux and Mrs. Cummings for all they have done for the Star Patrol and the upcoming events. Also, thanked Mrs. Esplen for all her assistance to the new Chairman. All of the Board Members also wished everyone a Merry Christmas and Happy Holidays.

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT'S CLOSING

Dr. Rendell wanted to share that the Vero Beach High School Orchestra is also traveling to New York in the spring.

XIII. ADJOURNMENT – Chairman Zorc

Meeting adjourned at approximately 9:09 p.m.

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CONSENT AGENDA 1/15/19

Personnel Recommendations

1. Instructional Leaves

Ashcroft, Kristin – VBHS, 1/8/19 – 2/27/19

Chasteen, Morgan – Citrus Elementary, 1/8/19 – 4/12/19

Gomez, John – Glendale Elementary, 12/17/18 – 12/21/18

Lewis, Maura – Curriculum and Instruction, 12/18/18 – 4/2/19

McMullen, Melanie – Oslo Middle, 12/3/18 – 1/6/19

Morgan, Crystal – Indian River Academy, 1/8/19 – 2/19/19

Rogers, Dana – Curriculum and Instruction, 12/10/18 – 1/21/19

2. Instructional Separations

**Aguilar, Susan – Indian River Academy, termination during probationary period
1/11/19**

Bebber, Dian – VBHS, retirement 5/29/19

Blessing, Nancy – Treasure Coast Elementary, entering DROP 3/1/19

Gardner, Michele – Gifford Middle, resignation 12/10/18

Green, Wylie – SRHS, entering DROP 1/1/19

Gunn, Diamond – Sebastian Elementary, resignation 12/21/18

Hurd, Dawn – Oslo Middle, resignation 1/16/19

Lane, Victoria – Storm Grove Middle, resignation 12/21/18

O'Neal, Martin – VBHS, retirement 12/31/18

Portee, Wayne – Sebastian Elementary, resignation 12/21/18

Post, Joshua – Storm Grove Middle, resignation 1/30/19

Schwenke, Rebecca – Sebastian River Middle, resignation 12/19/18

Sherrard, Donna – Gifford Middle, entering DROP 2/1/19

Walker, Debroya – Storm Grove Middle, retirement 1/4/19

Welsh, Jeffrey – Vero Beach Elementary, exiting DROP, 1/11/19

Zissel, Angela – Storm Grove Middle, resignation 12/4/18

3. Instructional Employment

Beare, Summer – Vero Beach Elementary, 4th Grade Teacher 1/14/19

**Hernandez, Jasmine – Glendale Elementary, 5th Grade Teacher (Sunset Position)
1/9/19**

James, Shandreka – Sebastian Elementary, Art Teacher (Sunset Position) 12/19/18

Jennings, Antoine – VBHS, Boys' Basketball Assistant Coach 12/17/18

Johnston, David – VBHS, Social Science Teacher 1/7/19

Kolb, Ljubica – Dodgertown Elementary, 1st Grade Teacher 1/22/19

Kunz, McKenna – Indian River Academy, Physical Education Teacher 11/26/18

Lester, Jerome – Storm Grove Middle, Girls' Basketball Head Coach 12/17/18

Newberry, Tina – Beachland Elementary, 3rd Grade Teacher 1/7/19

Patterson, Ataaba – Vero Beach Elementary, Resource Teacher (Sunset Position)
12/10/18

Shulock, Sandra – Pelican Island Elementary, Primary Teacher 1/7/19

Smith, Lamario – SRHS, Assistant Boys Basketball Coach 1/8/19
Vetter, Patricia – Rosewood Magnet, 3rd Grade Teacher (Sunset Position) 12/17/18

4. Support Staff Leaves

Luna, Gloria – SRHS, 12/19/18 – 1/15/19
Sandau, Diana – Vero Beach Elementary, 12/5/18 – 1/31/19
Thigpen, Susan – Extended Day, 12/19/18 – 1/18/19

5. Support Staff Transfers

Dotsey, Mary – from SRHS, 4 hour Food Service Assistant to SRHS, 5 hour Food Service Assistant 1/8/19
Haddick, Wendee – from Treasure Coast Elementary, Secretary I to Curriculum and Instruction, Personnel Record Specialist 1/4/19
Lewis, Howard – from Transportation, Bus Driver to Transportation, Computer Routing Specialist 1/7/19
Martin, Katherine – from Vero Beach Elementary, Food Service Assistant (4 hour) to Osceola Magnet, Food Service Assistant (5.5 hour) 12/17/18
Miller, Tammy – from Liberty Magnet, Health Assistant to Liberty Magnet ESE Teacher Assistant 12/10/18

6. Support Staff Separations

Brown, Alton – VBHS, retirement 5/24/19
Burghardt, Ericka – Pelican Island Elementary, resignation 1/22/19
Jeantilus, Terry – Transportation, resignation 12/21/18
King, Ivy – Rosewood Magnet, retirement, exiting DROP 3/31/19
Lovel, Stephanie – Finance, resignation 1/23/19
Maines, Sanquetta – Sebastian Elementary, resignation 1/7/19
McBride, Rhonda – Vero Beach Elementary, resignation 1/7/19
McCalla, Laurette – Storm Grove Middle, resignation 1/22/19
Rains, Nichelle – Curriculum & Instruction, resignation 1/3/19
Williams, Barbara – Rosewood Magnet, retirement 5/24/19
Zamora, Anadlith – Extended Day, resignation 12/11/18

7. Support Staff Employment

Benton, Barbara – Dodgertown Elementary, Early Intervention Preschool ESE Self Care Aide (Sunset Position) 1/14/18
Browning, Danelle – Treasure Coast Technical College, Student Support Financial Aid Specialist 1/8/19
Chapman, Doreen – Osceola Magnet, Extended Day Coordinator 1/7/19
Crosley, Vernetta – Pelican Island Elementary, Extended Day Tutor 1/8/19
Cruickshank, Kimberly – Vero Beach Elementary, Early Intervention Pre-K ESE Self Care Aide (Sunset Position) 1/8/19
Curry, Ella – Extended Day, Student Worker 1/10/19
Cushman, Kathryn – Vero Beach Elementary, Early Intervention Pre-K ESE Self Care Aide (Sunset Position) 1/8/19
Freckleton, Tanya – Transportation, Bus Driver 1/8/19

Horne, Maurine – Treasure Coast Elementary, Secretary I 1/7/19
Iglesias Regueyra, Susan – Food and Nutrition Services, Accounts Payable Clerk
11/27/18
Kaufmann, Patricia – Transportation, Bus Driver 1/8/19
Orozco, Blanca – Food and Nutrition Services, Food Service Application and Audit
Clerk 12/5/18
Ortiz, Linda – Sebastian Middle, Food Service Assistant (6 hour) 12/17/18
Ovil, Sylphida – Transportation, Bus Driver 1/8/19
Stroker, Mary – Extended Day, Part-time Child Care Assistant 1/8/19
Sullivan, Robert – Transportation, Bus Driver 1/8/19
Taylor, April – Wabasso School, Job Coach 1/14/19
Torres, Esther – Citrus Elementary, ESE Teacher Assistant (Sunset Position) 12/17/18
Witkowski, Mark – Transportation, Bus Driver 1/8/19

8. Administrative Separations

Morrison, Carter – Finance, resignation 12/28/18
Pelletier, Juli – Finance, resignation 1/4/19

9. Approval of Placement in Instructional Substitute Pool

Daley Marryott, Mary – Human Resources, Substitute Teacher 1/8/19
Foley, Robert – Human Resources, Substitute Teacher 1/8/19
Hunt, Karen – Human Resources, Substitute Teacher 1/10/19
Knight, Connie – Human Resources, Substitute Teacher 1/8/19
MacDonald, Cheryl – Human Resources, Substitute Teacher 12/18/18
Moloney, Michele – Human Resources, Substitute Teacher 1/8/19
**Stinson, Sloan – Human Resources, Substitute Teacher (VBHS Clinical Instructor)
1/11/19**

10. Approval of Placement in Support Staff Substitute Pool

Addison, Beverly – Food and Nutrition Services, Substitute Food Service Assistant
12/17/18
King, Summer – Extended Day, Substitute Child Care Assistant 12/10/18
Marto, Margaret – Food and Nutrition Services, Substitute Food Service Assistant
12/17/18
Offutt, Gerardine – Human Resources, Substitute Teacher Assistant 12/17/18
Rivera, Diane – Food and Nutrition Services, Substitute Food Service Assistant
12/17/18
Sevcik, Dana – Food and Nutrition Services, Substitute Food Service Assistant
12/17/18
Sohne, Donna – Human Resources, Substitute Teacher Assistant 1/11/19
Smith, Lehatta – Human Resources, Substitute Teacher Assistant 12/17/18
Stroker, Mary - Food and Nutrition Services, Substitute Food Service Assistant 1/8/19

11. Attached is the job description for the new position of Director of Labor Relations.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

DIRECTOR OF EMPLOYEE AND LABOR RELATIONS

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Bachelor’s degree in human resources, business administration, public administration, employee and labor relations or related field. Master’s or Doctoral degree preferred.
- (2) Five (5) years of experience with responsibility in the areas of contract negotiations, employee investigations, employee discipline, grievance hearings, and arbitrations.
- (3) Professional in Human Resources (PHR) and/or Society for Human Resource Management-Certified Professional (SHRM-CP) credential preferred. Certification in Educational Leadership preferred.
- (4) Valid Florida driver’s license.
- (5) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of statutes, rules and regulations relating to human resources/employee relations administration. Knowledge of all collective bargaining agreements for employees of the District. Knowledge of and ability to assist District administration/supervisors in matters of employee investigations and discipline. Ability to prepare for collective bargaining sessions, grievance hearings, arbitrations, Division of Administrative Hearings, and trials. Effective oral and written communication skills. Skill in the use of computers, software, and other technological equipment. Ability to develop, initiate, and manage employee relations data management systems.

REPORTS TO:

Assistant Superintendent of Finance and Employee Services

JOB GOAL

To effectively and efficiently manage and administer all employee and labor relations of the District.

SUPERVISES:

Assigned Personnel

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- * (1) Manage and administer employee and labor relations matters within the rules and regulations set forth in the collective bargaining agreements, statutes, and school board policies.
- * (2) Assist school and District administrators/supervisors with employee and labor relations matters, investigations, and progressive discipline.
- * (3) Implement established procedures for progressive discipline including conducting investigations of complaints/allegations and holding due process meetings to make recommendations for appropriate procedures for disciplinary actions.

DIRECTOR OF EMPLOYEE AND LABOR RELATIONS (Continued)

- * (4) Conduct employee investigations as well as written reports concerning employee discipline.
- * (5) Monitor and investigate arrests and court proceedings for all employees.
- * (6) Interpret policies, regulations, and procedures concerning collective bargaining to District staff and serve as contact person for questions from representatives of employee organizations. Interprets and implements related policies and regulations adopted by the School Board.
- * (7) Direct grievance process and represent the District at grievance meetings, arbitration hearings, Division of Administrative Hearings, and trials.
- * (8) Maintain thorough and current knowledge of state laws, regulations, and proposed legislation concerning collective bargaining and employee relations.

Inter/Intra-Agency Communication and Delivery

- * (9) Represent the District at grievance meetings, arbitration hearings, Division of Administrative Hearings, and trials.
- * (10) Act as District liaison with union officials, attorneys, law enforcement, Department of Children and Families, and the Office of Professional Practices to ensure coordination of employee investigations.
- * (11) Provide support to District administrators/supervisors in all areas of employee relations.
- * (12) Collaborate with all District departments to ensure the delivery of quality human resources/employee labor and relations services and support.
- * (13) Respond to inquiries and concerns in a timely manner.
- * (14) Keep supervisor(s) informed of potential problems or unusual events.
- * (15) Serve on District, state or community councils or committees as assigned or appropriate.
- * (16) Provide oversight and direction for cooperative planning with other agencies.
- * (17) Other duties as assigned.

Professional Growth and Improvement

- * (18) Maintain a network of peer contacts through professional organizations.
- * (19) Keep informed and disseminate information about current research, trends and best practices in areas of responsibility.
- * (20) Maintain expertise in assigned areas to fulfill project goals and objectives.
- * (21) Facilitate the development, implementation and evaluation of employee and labor relations best practices.
- * (22) Attend training sessions, conferences and workshops as assigned or appropriate to keep abreast of current practices, programs and legal issues.

Systemic Functions

- * (23) Represent the District in a positive and professional manner.
- * (24) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- * (25) Demonstrate support for the District and its goals and priorities.

Leadership and Strategic Orientation

- * (26) Provide leadership and direction for assigned areas of responsibility.
- * (27) Provide leadership and guidance in the development of annual goals and objectives for assigned department or program.
- * (28) Assist in implementing the District's goals and strategic commitment.
- * (29) Exercise proactive leadership in promoting the vision and mission of the District.
- * (30) Set high standards and expectations and promote professional growth for self and others.

**School District of Indian River County
2019-2020 Instructional Calendar**

July '19						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
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August '19						
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September '19						
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October '19						
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November '19						
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December '19						
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January '20						
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February '20						
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March '20						
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April '20						
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May '20						
Su	M	Tu	W	Th	F	Sa
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June '20						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Rev. 1/2019

**Graduation for Vero Beach High School will be May 15
Graduation for Sebastian River High School will be May 16
Graduation for Indian River Charter High School will be May 16**

Key and Notes:

Holiday; No School	
Teachers off Due to Conferences; No School	
Teacher Workday or Professional Development (PD); No School	
Professional Development (PD) for Teachers; Early Release	
Paid Holiday for Teachers; No School	
Conference Week	
First Day of School for Students (8/12/2019 & 1/7/2020)	
Semester/Final Exams; Early Release for Students	
Emergency Day if Needed	
End of 1st Quarter; End of 3rd Quarter	
8/5/2019	Teachers Report; Workday
8/6/2019	Professional Development (PD) for Teachers (School)
8/7/2019	Elementary Teachers PD (District)/Teacher Workday
8/7/2019	Student Orientation; Secondary
8/8/2019	Secondary Teachers PD (District)/Teacher Workday
8/8/2019	Student Orientation; Elementary
8/9/2019	Teacher Workday
8/12/2019	First Day of School for Students
8/28/2019	PD for Teachers (School); Early Release for Students
9/2/2019	Labor Day; No School
9/18/2019	PD for Teachers (School); Early Release for Students
9/23/2019	Conference Week, Secondary
9/30/2019	Holiday; No School
10/7/2019	Conference Week, Elementary
10/9/2019	PD for Teachers (District); Early Release for Students
10/18/2019	End of 1st Quarter
11/6/2019	Professional Learning Day for Teachers; Early Release for Students
11/11/2019	Veteran's Day; No School
11/25-29/2019	Thanksgiving Week; No School
11/25-26/2019	Emergency Days if Needed
11/27/2019	Teachers off Due to Conferences; No School
11/28-29/2019	Paid Holiday for Teachers; No School
12/2/2019	Students and Teachers Return from Thanksgiving Break
12/17/2019	PD for Teachers (School); Early Release for Students
12/18-20/2019	Semester/Final Exams; Early Release for Students
12/23/19-1/6/20	Winter Break; No School
1/6/2020	Teachers Return from Winter Break; PD (School)/Workday
1/7/2020	Students Return from Winter Break
1/20/2020	Dr. M.L. King, Jr. Day; No School; Paid Holiday for Teachers
1/29/2020	PD for Teachers (District); Early Release for Students
2/3/2020	Conference Week, Elementary
2/10/2020	Conference Week, Secondary
2/14/2020	PD for Teachers (School); Teacher Workday; No School
2/17/2020	Presidents' Day; No School; Paid Holiday for Teachers
2/26/2020	Professional Learning Day for Teachers; Early Release for Students
3/13/2020	End of 3rd Quarter
3/18/2020	PD for Teachers (School); Early Release for Students
3/23-27/2020	Spring Break Week; No School
3/23/2020	Teachers off Due to Conferences; No School
3/26-27/2020	Paid Holiday for Teachers; No School
3/30/2020	Students and Teachers Return from Spring Break
4/10/2020	Holiday; No School
4/29/2020	PD for Teachers (District); Early Release for Students
5/22/2020	PD for Teachers (School); Early Release for Students
5/25/2020	Memorial Day; No School
5/26, 27, 28/2020	Semester/Final Exams; Early Release for Students
5/29/2020	Teacher Workday; Last Day for Teachers

Consent C - 01/15/2019

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Fellsmere Elementary School

50 North Cypress Street, Fellsmere, FL 32948 - Phone 772-564-5970 Fax 772-564-6020

Home of the Mustangs
Gallop for Success...Nothing Less!

Ramón J. Echeverría
Principal

Lyndsey Matheny
Assistant Principal

Date: December 3, 2018
To: School Board Members
From: Ramon Echeverria, Principal
Regarding: St. Augustine of Canterbury Donation

A donation of \$3000.00, was received from St. Augustine of Canterbury Episcopal Church. The funds are to be used for buying each student a Christmas gift and to help families in need.

These funds were deposited into Fellsmere Elementary School internal funds account entitled Respite Trust.

Ramon Echeverria, Principal

WE EXIST TO ACHIEVE HIGH LEVELS OF LEARNING FOR ALL STUDENTS!

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: December 20, 2018

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

FROM: Takeisha Harris, Principal
Liberty Magnet Elementary

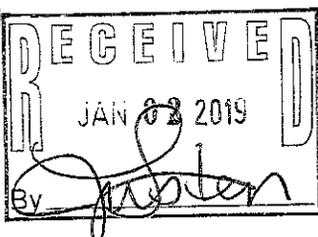
SUBJECT: School Donation Board Rule 0122

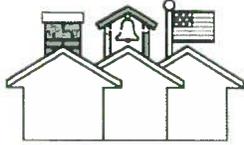
Liberty Magnet Elementary respectfully requests notification to the School Board of IR County, a donation that was received from the Cowan Family Foundation. A check in the amount of \$2000.00 was receipted and deposited directly into our internal accounts. These funds are to be used for IB training or supplies for IB programs.

Sincerely,



Takeisha Harris
Principal





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

Purchasing Department
6055 62nd Avenue
Vero Beach, FL 32967

December 18, 2018

Brightview Landscape Services, Inc.
Attn: Jason Synowski
3340 SE Dixie Hwy.
Stuart, FL 34997

Re: Renewal 1 of 2 - SDIRC 15-0-2018/JC RFP for Lawn Maintenance Districtwide

Dear Mr. Synowski:

SDIRC 15-0-2018/JC provided for a renewal of this contract on the anniversary date of February 27, 2019 for an additional one year period. This renewal is subject to Board approval. All specifications, terms, and conditions of the first year must remain the same.

Please check the appropriate box and sign below. Return this original form to the Purchasing Department no later than January 4, 2019. Upon Board acceptance of your renewal the District will require a current certificate of insurance referencing SDIRC 15-0-2018/JC.

If you have any questions, please do not hesitate to call my office at (772) 564-5050.

Sincerely,

Jeff Carver, CPPO
Director of Purchasing and Central Receiving

We agree to renew this contract from February 27, 2019 through February 26, 2020 Yes No

Melvin W. Smith, Dennis W. Smith, General Manager

Signature, Printed Name and Title - Brightview Landscaping Services Inc.

1/2/19
Date

Chairman, School Board of Indian River County, Florida

Date

Board Approved on _____

"Educate and inspire every student to be successful"

Dr. Mara Schiff • Jacqueline Rosario • Laura Zorc • Teri L. Barenborg • Tiffany Justice
District 1 District 2 District 3 District 4 District 5

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

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Houghton Mifflin Harcourt

Proposal

Prepared For

School Dist of Indian River Co

6500 57th St

Vero Beach FL 32967

For the Purchase of:

Collections Gap Year Digital (B7G3F)

Prepared By

Michelle Gordon

michelle.gordon@hmhpub.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Houghton Mifflin Harcourt

C = Contract Price

Attention:

Tiffany McKenzie

tiffany.mckenzie@indianriverschools.org

HMH Confidential and Proprietary

Customer Experience

9205 South Park Center Loop

Orlando, FL 32819

FAX: 800-269-5232

k12orders@hmhco.com

School Dist of Indian River Co Collections Gap Year Digital (B7G3F)

ISBN	Title	Price	Quantity	Value of all Materials	Free Materials Quantity
Grade 6					
Student					
1538488	9780544090354 "Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Close Reader, Student Access 1-Year Grade 6 2015"	\$18.20 ^c	1,104	\$20,092.80	
1538488	9780544090354 "Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Close Reader, Student Access 1-Year Grade 6 2015"	\$18.20 ^c			276
Total for Student				\$20,092.80	
Teacher					
1538460	9780544089723 Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Worktext, Teacher Access 1-Year Grade 6 2015	\$28.85 ^c			18
Total for Teacher					
Total for Grade 6				\$20,092.80	
Grade 7					
Student					
1538489	9780544090361 "Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Close Reader, Student Access 1-Year Grade 7 2015"	\$18.20 ^c	1,105	\$20,111.00	
1538489	9780544090361 "Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Close Reader, Student Access 1-Year Grade 7 2015"	\$18.20 ^c			276
Total for Student				\$20,111.00	
Teacher					
1538461	9780544089730 Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Worktext, Teacher Access 1-Year Grade 7 2015	\$28.85 ^c			18
Total for Teacher					
Total for Grade 7				\$20,111.00	
Grade 8					
Student					
1538490	9780544090385 "Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Close Reader, Student Access 1-Year Grade 8 2015"	\$18.20 ^c	1,101	\$20,038.20	
1538490	9780544090385 "Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Close Reader, Student Access 1-Year Grade 8 2015"	\$18.20 ^c			275
Total for Student				\$20,038.20	
Teacher					
1538462	9780544089747 Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Worktext, Teacher Access 1-Year Grade 8 2015	\$28.85 ^c			18
Total for Teacher					
Total for Grade 8				\$20,038.20	
Grade 9					
Student					
1538491	9780544090392 "Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Close Reader, Student Access 1-Year Grade 9 2015"	\$18.85 ^c	1,821	\$34,325.85	



Houghton Mifflin Harcourt

C = Contract Price

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Tiffany McKenzie

tiffany.mckenzie@indianriverschools.org

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Customer Experience
9205 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

School Dist of Indian River Co Collections Gap Year Digital (B7G3F)

ISBN	Title	Price	Quantity	Value of all Materials	Free Materials Quantity
Grade 9					
1538491	9780544090392 "Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Close Reader, Student Access 1-Year Grade 9 2015"	\$18.85 ^C			455
Total for Student				\$34,325.85	
Teacher					
1538463	9780544090095 Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Worktext, Teacher Access 1-Year Grade 9 2015	\$29.85 ^C			30
Total for Teacher					
Total for Grade 9				\$34,325.85	
Grade 10					
Student					
1538492	9780544090408 "Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Close Reader, Student Access 1-Year Grade 10 2015"	\$18.85 ^C	1,138	\$21,451.30	
1538492	9780544090408 "Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Close Reader, Student Access 1-Year Grade 10 2015"	\$18.85 ^C			284
Total for Student				\$21,451.30	
Teacher					
1538464	9780544090101 Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Worktext, Teacher Access 1-Year Grade 10 2015	\$29.85 ^C			19
Total for Teacher					
Total for Grade 10				\$21,451.30	
Grade 11					
Student					
1538493	9780544090415 "Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Close Reader, Student Access 1-Year Grade 11 2015"	\$18.85 ^C	1,066	\$20,094.10	
1538493	9780544090415 "Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Close Reader, Student Access 1-Year Grade 11 2015"	\$18.85 ^C			266
Total for Student				\$20,094.10	
Teacher					
1538465	9780544090118 Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Worktext, Teacher Access 1-Year Grade 11 2015	\$29.85 ^C			18
Total for Teacher					
Total for Grade 11				\$20,094.10	
Grade 12					
Student					
1538494	9780544090422 "Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Close Reader, Student Access 1-Year Grade 12 2015"	\$18.85 ^C	1,055	\$19,886.75	



Houghton Mifflin Harcourt

C = Contract Price

Attention:

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tiffany.mckenzie@indianriverschools.org

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Customer Experience
9205 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com

**School Dist of Indian River Co
Collections Gap Year Digital (B7G3F)**

ISBN	Title	Price	Quantity	Value of all Materials	Free Materials Quantity
Grade 12					
1538494	9780544090422 "Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Close Reader, Student Access 1-Year Grade 12 2015"	\$18.85 ^c			263
Total for Student Teacher				\$19,886.75	
1538466	9780544090125 Houghton Mifflin Harcourt Collections Florida Online Interactive Edition with Worktext, Teacher Access 1-Year Grade 12 2015	\$29.85 ^c			18
Total for Teacher					
Total for Grade 12				\$19,886.75	

Proposal Summary	
<i>Total Savings:</i>	\$43,048.35
<i>Subtotal Purchase Amount:</i>	\$156,000.00
<i>Shipping & Handling (5.00%):</i>	\$0.00
Total Cost of Proposal (PO Amount):	\$156,000.00



Houghton Mifflin Harcourt

C = Contract Price

Attention:

Tiffany McKenzie

tiffany.mckenzie@indianriverschools.org

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9205 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

Approval to Award SDIRC 05-0-2019JC Invitation to Bid for Stadium Locker Room Renovations and Addition at Sebastian River High School – Mr. Teske

The purpose and intent of this Invitation to Bid is for renovations to 4,280-square feet of the existing stadium locker room building and construction of a 1,000-square foot addition as per the bid specifications and drawings by Edlund, Dritenbas and Binkley Architects & Associates. The cost to the District is \$1,233,600.00 (Bid amount of \$1,028,000 and owner added contingency of \$205,600).

Notice of Invitation to Bid was placed in the Indian River Press Journal on October 28, November 4 and 11, 2018 and fourteen contractors (only SDIRC prequalified contractors for projects exceeding \$300,000) were notified via email. Bid documents were posted on Onvia DemandStar and the Purchasing Department's website. Three (3) bids, including one (1) 'No Bid', were received by the due date of 2:00 p.m. on November 30, 2018 as follows:

Legend: Primary Award _____

Bidder	Amount Bid
Bill Bryant & Associates, Inc.	\$1,198,229.11
Pinnacle Construction of the Treasure Coast, LLC	No Bid
Summit Construction of Vero Beach, Inc.	<u>\$1,028,000.00</u>

The Purchasing Department recommends award to Summit Construction of Vero Beach, Inc. as the lowest and best responsive and responsible bidder meeting specifications, terms and conditions.

Failure to file a protest with the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver or proceedings under Chapter 120, Florida Statutes.

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OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)

THIS AGREEMENT is dated and will be effective on the **15th day of January, 2019**, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and **Summit Construction of Vero Beach, LLC.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

STADIUM LOCKER ROOM RENOVATION/ADDITION
SEBASTIAN RIVER HIGH SCHOOL
For The School Board of Indian River County Project No.
SDIRC # 05-0-2019JC

Stadium Locker Room Renovation/Addition on the Sebastian River High School campus (Located at 9001 90th Avenue in Sebastian, Florida). The Work shall consist of renovations to 4,280 sq. ft. of the existing Stadium Locker Room Building and construction of a 1,000-sq. ft. addition at Sebastian River High School, as well as all other required work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").

ARTICLE 2 – ARCHITECT

The Project has been designed by **Edlund, Dritenbas and Binkley Architects & Associates**, who is hereinafter called Architect and who is to act as OWNER's representative. The Architect shall assume all duties and responsibilities and have the rights and authority to act as the Architect as specified in the Contract Documents in connection with completion of the Work and in accordance with the Contract Documents. The Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Architect and so advising the Contractor in writing, at which time the person or organization so designated shall be the Architect for purposes of this Contract.

ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 160 calendar days (or by June 30, 2019) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 31 calendar days (or by July 31, 2019) from the date of Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$250.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion of the Work. A change in Contract Time may only be authorized by a written Change Order.

- 3.4 The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not mobilize, commence Work or store materials or equipment on site until: (1) written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent and; (2) all bonds and Certificates of Insurance have been executed, delivered to and accepted by the Owner and; (3) Contractor has delivered to Owner his as-planned schedule, original job cost estimate, list of Subcontractors and corporate resolution designating his representative.
- 3.5 The Date of Substantial Completion of the Work is the Date certified by the Architect and the Owner when the Work is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for final completion.
- 3.6 The date of Final Completion of the Work is the date certified by the Owner and Architect when the Work is totally complete, to include all items listed on the inspection report following substantial completion inspection, in accordance with the Contract Documents and the Owner may fully occupy and utilize all of the Work for the use for which it is intended.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

The Contractor's price(s) in the Bid Form is in the amount of \$1,028,000.00. The Owner will include a \$205,600.00 contingency, for a total contract amount of \$1,233,600.00. Any contingency remaining at the closeout or completion of the project will be retained by the Owner.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents, AIA Form G702. Applications for Payment will be approved by Architect, then forwarded to the Owner for payment as provided in the Contract Documents.

- 5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications

for Payment as recommended by Architect. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the Contract Documents.

The OWNER agrees to make payments within 25 business days providing the CONTRACTOR processes the invoice and delivers same to the Facilities Division Bookkeeping Department as the single agent/point of contact, by the 20th of the preceding month. The OWNER will not withhold payment without proper and adequate justification.

General Requirements

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

90% of Work completed.

0% of materials and equipment not incorporated in the Work.

5.1.2. Upon Substantial Completion payment may be made in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts, as Architect shall determine, or OWNER may withhold, in accordance with the Contract Documents.

5.1.3. When the Architect determines that the Work or designated portion thereof as defined in the Contract Documents is substantially complete, the Architect shall issue a Certification of Substantial Completion which establishes: the date of substantial completion; the "Substantial Completion Punch List", which establishes a single list providing feedback to the Contractor on non-conforming work, or work requiring further quality adjustments and must be developed within 30 calendar days of the date of substantial completion and delivered to Contractor within 5 calendar days thereafter; the date the Contractor will have completed all items on the Substantial Completion Punch List, and such other items as the Architect and Owner deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Contractor and Owner. The Contractor will promptly engage in completing the Substantial Completion Punch List within 10 days of its issuance.

5.2. FINAL PAYMENT. Final payment of the Contract Sum will be made after the Architect certifies that the Work is complete, Owner's representatives

complete their final acceptance report, the School District's Building Official completes the final inspection and a "certificate of occupancy" is issued. . Final Payment to the contractor requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner's Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Contractor to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Contractor until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner's property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Contractor fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor as a condition of final payment and at the Contractor's expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. The one year warranty period for the work will begin upon Final Completion. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.

- 5.3 CHANGE ORDERS. No change in the Contract Sum or Time may be made except by a duly authorized and executed written Change Order. If the Change in or addition to the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work). Any such Change Order shall be substantiated by complete itemized statements showing quantities and unit prices for material, labor (including all applicable fringe benefits), equipment, markup for overhead and profit, and other items of cost. Costs of labor (including all applicable fringe benefits) and materials shall be actual costs to the subcontractor. All duly authorized and executed Change Orders shall become a part of the Contract Documents as described in Article 8.

ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE

- 6.1 The Owner's Project Representative who shall act as OWNER'S PROJECT MANAGER is Michael Sturgis who is a School District employee. The Owner's Project Manager has the authority to approve matters contemplated in this Agreement where the monetary impact is within the Owner approved Contingency.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, laws, rules, regulations, codes, ordinances that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor fully understands the intent and purpose of the project and agrees to maximize Owner's fulfillment and needs.
- 7.2. CONTRACTOR IS AT RISK. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground and Concealed Facilities internal or contiguous to the site and assumes responsibility for the accurate location of said Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said facilities are or will be required of OWNER by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. Only at Owner's discretion will Owner expend funds or resources to the project in the repair, preservation, or reuse of these existing facilities that are outside of the project scope or included in the Contract Documents.
- 7.3. CONTRACTOR has given ARCHITECT written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement consisting of 36 pages.

- 8.2 Performance Bond and Payment Bond in accordance with F.S. 255.01 et. seq. consisting of TBD pages (plus Power of Attorney Forms as applicable).
- 8.3 Notice of Award
- 8.4 General Conditions consisting of (Itemization Attached)
- 8.5 Supplementary Conditions consisting of N/A
- 8.6 Drawings to be prepared and provided by Edlund, Dritenbas and Binkley Architects & Associates.
- 8.7 Specifications to be prepared and provided by Edlund, Dritenbas and Binkley Architects & Associates.
- 8.8 Addenda numbers 1 to 1, inclusive.
- 8.9 CONTRACTOR'S Bid.
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement are not attached hereto, which shall be all Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Contract Documents.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner- Contractor Agreement; Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

- 8.13 The provisions of this Contract cannot be amended, modified, varied or waived by the Owner or its agents or representatives in any respect except by a Modification approved and executed by the School Board of Indian River County. The Contractor is hereby given notice that no person or entity has authority to orally waive, or to release the Contractor from any of the Contractor's duties or to alter obligations under or arising out of this Contract. Any waiver, approval or consent granted by Modification to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent.

This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

ARTICLE 9 – ARCHITECT

- 9.1 Should errors, omissions, or conflicts in the Drawings, Specifications, or other Contract Documents prepared by the Architect be discovered, the Architect will prepare such amendments or supplementary documents and provide consultation as may be required.
- 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Architect and his consulting engineers shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. Contractor shall not be relieved from any of the obligations of the Contract Documents as a result of the Architect's failure to detect any defective or deficient Work of the Contractor or others working by, through or under the Contractor.
- 9.3 The Architect shall at all times have access to the work wherever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the Architect may perform his functions under the Contract Documents.

- 9.4 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 9.5 The Architect has the authority to condemn or reject work on behalf of the Owner when, in its opinion, the work does not conform to the requirements of the Contract Documents. Whenever, in the Architect's reasonable opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have the authority to require special inspection or testing of the work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
- 9.6 The Architect will conduct inspections to determine the dates of Substantial Completion and Final Completion, and will issue a final Certificate for Payment. The Architect shall be solely responsible for issuance of Certificates of Substantial and Final Completion.

ARTICLE 10 – MISCELLANEOUS

- 10.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 10.2 If the Contract Documents, laws, rules, regulations or orders of any State or Federal authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner and Architect timely notice of its readiness so they may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. The Contractor shall pay for all utilities required for testing of installed equipment of all of his work and the work of each Subcontractor.
- 10.3 Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's Certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.
- 10.3.1 The Contractor shall deliver the required bonds and proofs of insurance to the Owner prior to the commencement of any Work, and in no event any later than 10 days after the execution of this Agreement.

10.3.2 The Contractor shall, throughout the performance of its services under this Agreement and throughout the term of this Agreement maintain and provide to the Owner the insurance coverages listed in this Article. The insurance policies shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. The Contractor shall provide insurance that may not be reduced, terminated, or cancelled unless 30 days prior written notice thereof is furnished to the Owner. Certificates of insurance and copies of all policies (if required by the Owner) shall be furnished to the Owner within 10 days after the execution of this Agreement. In the event of any cancellation or reduction in insurance coverage, the Contractor shall obtain substitute coverage, without any lapse of coverage whatsoever. The insurance policies shall name the Owner, the Owner's representatives, and the officers, directors, agents, employees and assigns of the Owner as additional insured (except for the professional liability and worker's compensation insurance).

10.3.3 The Owner may, in its sole discretion, procure and pay for the required Builders Risk insurance for the Project. In the event Owner elects to procure and pay for the Builders Risk insurance for the Project, the Contractor shall cooperate with Owner and provide any requested information for the procurement of the Builders Risk insurance.

10.3.4 The insurance required from the Contractor in this Article shall include all major divisions of coverage, and shall be on a commercial general basis including premises and operations (including X-C-U), Independent Contractor Hired Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or others set forth in the Contract Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

10.3.5 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

10.3.6 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operation (including X-C-U as applicable)
2. Independent Contractor's Hired
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractor liability including the provision for Contractor's obligation of indemnification and hold harmless
6. Owned, non-owned and hired motor vehicles
7. Broad Form Property Damage including Completed Operations

10.3.7 The insurance required by this Article shall be written for not less than the following, or greater if required by law.

1. Workers' Compensation:
 - (a) State: As required by Chapter 440, Florida Statutes
 - (b) Applicable Federal (e.g. Longshoremen's Statutory)
 - (c) Employer's Liability: \$500,000.00

2. Commercial General Liability (including Premises Operations; Independent Contractor Hired; Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
 - (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
 - (c) Products and Completed Operations to be maintained for one year after final payment
 - (d) Property Damage Liability Insurance shall provide S, C or U Coverage as applicable

3. Contractual Liability:
 - (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
 - (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

4. Personal Injury, \$1,000,000.00 per claimant; with an annual general aggregate per policy of not less than \$2,000,000

5. Commercial Automobile Liability: The State of Florida has no-fault automobile insurance requirements. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.
 - (a) \$1,000,000.00 per incident or occurrence combined single limit for bodily injury and property damage; with an annual general aggregate per policy of not less than \$2,000,000.

10.3.8 The Contractor shall procure property insurance for any portion of the Work stored off Site or in transit, and the cost for such shall be borne by the Contractor.

10.3.9 Boiler and Machinery Insurance. The Contractor shall purchase and maintain boiler and machinery insurance if applicable to the Contract Documents. This insurance shall remain in full force and effect until final acceptance of the insured items by the Owner.

10.4.0 Performance and Payment Bonds. The Contractor shall furnish bonds covering the faithful performance of the Agreement and payment of any and all obligations arising under the Agreement as required by Florida law. Upon request, the Contractor shall furnish a copy to any person or entity requesting a copy. Such bonds shall be in conformance and compliance with sec. 255.05, Florida Statutes, and shall contain the information and provisions set forth in the referenced section. Pursuant to sec. 255.05, the Contractor shall record the performance and payment bonds in the public records of Indian River County, Florida. The Contractor shall provide the recorded copy of the bonds to the Owner.

10.4.1 Insurance as Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, material suppliers, employees, or agents to the Owner or others. Any remedy provided to the Owner, or the Owner's officers, employees, agents or assigns, by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

10.4.2 No Waiver by Approval/Disapproval. Neither approval by the Owner nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of its full responsibility to provide the insurance as required by this Agreement.

ARTICLE 11 – TERMINATION OF THE CONTRACT

- 11.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor, which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 11.3. Contractor shall include termination clauses identical to Article 11 in each of his Subcontracts.
- 11.2 The Owner may, upon ten (10) days' written notice to the Contractor and to the Contractor's surety, terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by Contract or otherwise in any one of the following circumstances:
- 11.2.1 if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete the Work within said periods;
 - 11.2.2 if the Contractor is in material default in carrying out any provisions of the Contract;
 - 11.2.3 if the Contractor fails to supply a sufficient number of properly qualified and skilled workers or proper equipment or materials;
 - 11.2.4 if the Contractor fails to make prompt payment to Subcontractors or materialmen or for materials or labor;
 - 11.2.5 if the Contractor disregards laws, permits, ordinances, rules, the Lunsford Requirements, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;

- 11.2.6 if the Contractor violates any provisions of the Contract Documents;
or
- 11.2.7 if the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Milestone and Completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.
- 11.3 If the Owner terminates the whole or any portion of the Work pursuant to ARTICLE 11, then the Owner shall only be liable to the Contractor for those reasonable costs reimbursable to the Contractor as calculated by Owner in Owner's sole discretion, provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed an appropriate adjustment shall be made reducing the amount of the allowable termination payment to reflect the indicated amount of loss. Contractor shall submit any claim of reimbursable cost, as stated in this paragraph, within 10 days of receipt of Notice of Termination or such claims are waived, released and forever barred. Reasonable costs owed to the Contractor by the Owner may include supplies, services, or property accepted by the Owner. In arriving at any amount due the Contractor, there shall be deducted any claim the Owner may have against the Contractor, amounts determined to be necessary to protect the Owner against loss because of outstanding or potential liens or claims, and the price for any materials, supplies, or other things acquired by the Contractor and not otherwise recovered by or credited to the Owner. The total sum to be paid to the Contractor shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract.
- 11.4 After receipt of a notice of termination from the Owner, the Contractor shall:
- 11.4.1 stop Work under the Contract on the date and to the extent specified in the notice of termination;
- 11.4.2 place no further order or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
- 11.4.3 terminate all purchase orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
- 11.4.4 at the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the subcontracts so terminated, in which case the Owner shall have the

right, at his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

11.4.5 settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts;

11.4.6 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and

11.4.7 take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

11.5 In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

ARTICLE 12 – CONTRACTOR

12.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner and Architect any error, inconsistency or omission he may discover in the Contract Documents, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without first possessing approved Shop Drawings, Product Data or Samples for such portion of the Work.

12.2 The Contractor and his Subcontractors shall keep at the site of the Work at least one copy of the approved drawings and specifications and shall at all times give the Owner, the Architect, inspectors, as well as other representatives of the Owner access thereto.

12.3 The Contractor shall supervise, coordinate and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and

procedures of construction and for coordinating all portions of the Work under the Contract.

- 12.4 It shall be the responsibility of the Contractor to coordinate the work, to maintain a progress schedule, and to notify the Owner and the Architect of any changes in the approved progress schedule.
- 12.5 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and sub-Subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- 12.6 The Contractor understands and agrees that the Owner and Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner, and Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 12.7 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Owner and Architect have a reasonable objection.
- 12.8 **Background Check.** The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Contractor or its personnel or subcontractors providing any services under the conditions described in the previous sentence. The Contractor shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Contractor and its personnel. The parties agree that the failure of the Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Contractor agrees to indemnify and

hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

- 12.9 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all workmanship will be of the best, first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials, workmanship and equipment. The warranties set forth in this paragraph and elsewhere in the Contract Documents shall survive Final Completion of the Work.
- 12.10 If, within one year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor or its Surety shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. The Owner shall give such notice with reasonable promptness after discovery of the condition.
- 12.11 If at any time latent deficiencies in the Work are discovered, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty, up to the time limit of the applicable statute of repose.
- 12.12 If the Contractor fails to correct defective or nonconforming Work as required, or if the Contractor fails to remove defective or nonconforming Work from the site, as required, the Owner may elect to either correct such Work or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such

proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.13 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an as-planned progress schedule for the Work. The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified. If it becomes apparent to the Owner or Architect that the Work will not be completed within required Milestone or Completion dates, the Contractor agrees to undertake some or all of the following actions, at no additional cost to the Owner, in order to ensure that the Contractor will comply with all Milestone and Completion date requirements:

12.13.1 increase manpower, materials, crafts, equipment and facilities to accelerate performance of the Work;

12.13.2 increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing; and

12.13.3 reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

12.14 In undertaking the actions required under paragraph 12.13, Contractor shall prepare a Recovery Schedule and comply with the requirements thereof. If the schedule recovery actions taken by the contractor are not satisfactory, the Owner or Architect may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates (which shall be at Contractor's sole expense), without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.

12.15 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to access, transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Separate Prime Contractor conditions and schedules, applicable provisions of law, and the

character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

ARTICLE 13 - INDEMNIFICATION

- 13.1 The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Agreement shall represent the specific consideration for the CONTRACTOR'S indemnification of the OWNER as is set forth in the General Conditions and Contract Document.
- 13.2 It is the specific intent of the parties hereto that the indemnification below complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 13.3 CONTRACTOR shall indemnify and hold harmless the OWNER, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this construction contract. Regardless of the foregoing the indemnification herein shall be the greater of the CONTRACTORS insurance coverage for such claim or One million dollars, whichever is greater.
- 13.4 The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the foregoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.

ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM

- 14.1 The Owner shall appoint the Contractor as the Owner's authorized representative with respect to any matter arising out of the purchase orders under this program. The Contractor will cooperate fully with the Owner with respect to the implementation of a tax exempt direct material/equipment purchase program involving the direct purchase of various construction materials, supplies and equipment that is currently part of this Contract. The Owner shall obtain, with the assistance of the Contractor, the proper authorization from the State of Florida in the form of a Technical Assistance Advisement (TAA).

The Owner Direct Purchase Program is attached hereto as **Exhibit "A,"** controls the Direct Purchase Program for the Project. The Direct Purchase Program will be operated in accordance with the following provisions:

- 14.1.(a) The Owner will issue its own purchase orders directly to the third party vendor or supplier of material and equipment purchased under the Direct Purchase Program. The purchase order will be accompanied by the Owner's Exemption Certificate which includes its name, address, and the exemption number with issuance and expiration date.
- 14.1.(b) All material and equipment purchased under the Direct Purchase Program is sold directly to the Owner and is directly to the Owner and is directly invoiced by the vendor or supplier.
- 14.1.(c) The Owner takes title and possession of all materials and equipment purchased under the Direct Purchase Program from the vendor or seller before they are incorporated into the Project.
- 14.1.(d) The Owner assumes all risk of loss on all material and equipment purchased under the Direct Purchase Program. The Contractor cannot be held liable for damage or loss to the material or equipment.
- 14.1.(e) The Owner is responsible for and pays the premiums on all insurance and/or bonding on materials or equipment purchased under the Direct Purchase Program. The Contractor does not share any economic benefits of proceeds from bond or insurance covering risk of damage or loss of the material or equipment.
- 14.1.(f) The Owner makes direct payment to the third party vendor or seller for all purchases from its own funds or accounts for all purchases under the Direct Purchase Program.
- 14.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the

purchase orders within a time frame so as not to delay the construction, the Contractor shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a subcontractor's scope of Work, any terms and conditions that the subcontractor deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.

- 14.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Contractor and/or the subcontractor for prices negotiated by the Contractor and/or subcontractor.
- 14.4 The Contractor is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Contractor and the Owner. The system developed by the Contractor shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Contractor shall submit a monthly accounting report of this information with the Contractor's application for payment.
- 14.5 The Contractor shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Contractor remains fully responsible under its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Contractor to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Contractor. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Contractor shall be held accountable for such a delay. The Contractor, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.
- 14.6 The Contractor shall be responsible for all purchases in the same manner as if the Contractor had purchased the items, inclusive of managing the warranties for the Owner. The Contractor shall cooperate with the Owner and take all action necessary to assure that all warranties with respect to

any materials or equipment which may be available from any vendor are passed-through to the Owner.

- 14.7 Modification of the Contract Sum will be made by one (1) change order (or additional change orders in the sole discretion of the Owner) prior to final payment unless the Contract period crosses the Owner's fiscal year, in which case, one (1) change order will occur for each fiscal year, one prior to the close of the first year, and the other during the second fiscal year.
- 14.8 The Contractor and its surety hereby agree that the performance bond penal amount shall be unaffected by any direct purchase deductive change order which is made pursuant to this program.
- 14.9 The Contractor agrees that its builder's risk insurance coverage amount shall be unaffected by any direct purchase deductive change order implemented pursuant to this program.
- 14.10 Payment shall be directly made by the Owner to the vendor for any Direct Purchases.
- 14.11 To the extent authorized under Florida law, Owner agrees to indemnify and hold harmless Contractor, its subcontractors and suppliers of and from any claims, liability, or responsibility to the State of Florida for any action the State may take against any of them for the payment of any sales or use taxes as a result of Owner's direct purchase of such materials, supplies or equipment.
- 14.12 The Owner shall have the sole option to require the vendor to include a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and Contractor. The cost of the supply bond shall be included in Contractor's GMP.
- 14.13 The Owner agrees to make payments by the 15th of the month providing the Contractor processes the invoices and delivers same to the Facilities Division by the 20th of the preceding month.
- 14.14 Owner shall not withhold retainage on any payments made to the vendor.

ARTICLE 15 – TERMS

- 15.1 Limitation of Liability. The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee

of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.

- 15.2 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.
- 15.3 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 15.4 Entire Agreement. This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.
- 15.5 Binding Effect. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.
- 15.6 Notices. All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

If to Owner: Facilities Planning & Construction
The School District of Indian River County, Florida
6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5019

Contractor: Summit Construction of Vero Beach LLC
Mr. William B. Schuh, President
2837 Flight Safety Drive
Vero Beach, FL 32960
Telephone: 772-794-2099

By giving the other party at least 15 days written notice, each party shall have the right to change its address and specify as its new address any other address in the United States of America.

- 15.7 Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.
- 15.8 Captions. The headings used for the various portions of this Agreement and the Construction Documents are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or the intent of this Agreement, any section of this Agreement, or any section of the Contract Documents.
- 15.9 Severability. In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.
- 15.10 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are available under any provision of this Agreement to any party, is in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.

- 15.11 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 15.12 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.
- 15.13 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.
- 15.14 No Construction Against Drafter. Each of the parties have been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.
- 15.15 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective successors, and no other person or entity shall have any right or action under this Agreement.
- 15.16 No Assignments. This Agreement is for the personal services of the Contractor, and may not be assigned by the Contractor in any fashion, whether by operation of law or by conveyance of any type, including without limitation, transfer of stock in the Contractor, without the prior written consent of the Owner, which consent the Owner may withhold in its sole discretion.
- 15.17 Force Majeure. With regard to the performance under this Agreement, a party shall not be deemed to be in default of this Agreement, or have failed to comply with any term or conditions if, for reasons beyond the parties reasonable control, including without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible and diligently pursues such performance.

- 15.18 Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Florida. Except for a suit in federal court, Indian River County, Florida shall be the proper place of venue for all suits to enforce this Agreement. Any legal proceeding arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Indian River County, Florida, or if appropriate, the United States District Court for the Southern District of Florida. Notwithstanding any other provision of the Contract Documents, the Owner does not agree to, nor shall the parties, arbitrate in any matter whatsoever any issue arising out of this Agreement, the Contract Documents or the performance thereof. The Owner does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of this Agreement or the Contract Documents.
- 15.19 Waiver of Jury Trial. The parties expressly waive the right to a jury trial.
- 15.20 Dispute Resolution. Prior to initiating any litigation arising out of the Agreement, the parties to submit the dispute to non-binding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees, and the cost of the mediator shall be split between the parties.
- 15.21 Right to Enter this Agreement. Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performances and obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligation under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.
- 15.22 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 or 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.

15.25 Owner Transfer of Interest. If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Contractor arising from this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Contractor.

15.26 Public Entity Crime Information Statement and Debarment – Section 287.133(2)(a) of the Florida Statutes states: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

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 a five-year period preceding the issuance of RFQ SDIRC # 05-0-2019JC 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 a five-year period preceding the issuance of RFQ SDIRC # 05-0-2019JC had one or more public transactions (federal, state or local) terminated for cause or default.

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 (a) – (d) above, with respect to Contractor or its principals.

15.28 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

15.29 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, national or ethnic origin.

15.30 Compliance with Federal Grant Requirements. If made applicable by the use of federal grant funds in the Project or any other requirement as set out below, Contractor and its subcontractors shall comply with the following enactments, rules, regulations and orders:

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). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3).

Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation).

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE 16 - PROJECT SIGNAGE

CONTRACTOR shall furnish and erect 1 signs at the Project site as directed by the PROJECT MANAGER. CONTRACTOR may install signage at the site subject to approval by the PROJECT MANAGER.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ARCHITECT on their behalf.

OWNER: SCHOOL BOARD OF INDIAN RIVER COUNTY

CONTRACTOR: SUMMIT CONSTRUCTION OF VERO BEACH LLC.

By Laura Zorc
School Board Chairman
Mrs. Laura Zorc

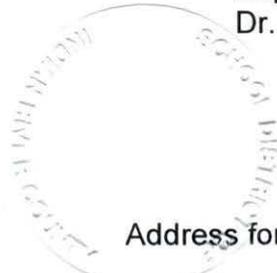
By William B. Schuh
Mr. William B. Schuh, President

Attest: Dr. Mark J. Rendell
Superintendent
Dr. Mark J. Rendell

Attest: [Signature]

(SEAL)

(CORPORATE SEAL)



Address for giving notices

Address for giving notices
2837 Flight Safety Drive
Vero Beach, FL 32960

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

License No. CBC1259095

[Signature]
School Dist. Attorney

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

STADIUM LOCKER ROOM RENOVATIONS/ADDITION – SEBASTIAN RIVER HIGH SCHOOL
For The School Board of Indian River County Project No. SDIRC # 05-0-2019JC

Exhibit A

Owner Direct Material/Equipment Purchase Program

1. The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

Any equipment, materials or supplies directly purchased by the Owner that are included in the Subcontractor's contract shall be referred to as Owner-Purchased Materials and the responsibilities of both Owner and Subcontractor relating to such Owner-Purchased Materials shall be governed by the terms and conditions of the procedures. The Owner will own and hold full title to all Owner-Purchased Materials.

2. Material suppliers shall be selected by the Subcontractor awarded the subcontract.

The Subcontractor has included the price for all construction materials in his bid. Owner Purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

3. Subcontractor shall provide Contractor a list of all intended suppliers, vendors, and material men for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.

4. Upon request from Contractor, and in a timely manner, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Contractor, to specifically identify the materials which Owner had, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:

A. The name, address, telephone number and contact person for the material supplier.

B. Manufacturer or brand, model or specification number of the item.

- C. Quantity needed as estimated by the Subcontractor.
- D. The price quoted by the supplier for the materials identified therein.
- E. Any sales tax associated, with such quote.
- F. Delivery dates as established by Subcontractor.

Subcontractor shall include reference to any terms and conditions which have been negotiated with the vendors; i.e., payment terms, warranties, retainage, etc.

Such Purchase Order Requisition Forms are to be submitted to Contractor's designated representative no less than fifteen (15) days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that, such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.

5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owners Purchasing Director or his designated representative shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery dates provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite.
6. In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the Owner, through the Contractor, one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in Subcontractor's bid to Contractor.

7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.
9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Contractor, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Contractor for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Osceola School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.
10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work and instead shall promptly notify the vendor of the defective or non-conforming condition

in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Contractor, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or non-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through the Contractor, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the work.
12. The Subcontractor, as the Owner's agent, shall be responsible for obtaining and managing all warranties and guarantees for all material and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
13. Notwithstanding the transfer of Owner-Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title to any and all Owner-Purchased Materials.
14. The transfer of possession of Owner-Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for the mutual benefit of the Owner and the Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the Owner for the purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. All Owner-Purchased Materials shall be stored at the construction site.
15. The insurance purchased and maintained by the Contractor shall be sufficient to protect against any loss of or damage to Owner-Purchased Equipment, Materials or Supplies. Such insurance shall cover the full value of any Owner-Purchased Materials not yet incorporated into the Project from the time the Owner first takes title. The Owner shall be named as an Additional Insured Party on such policies of insurance. The Owner will bear the costs of all Payment and Performance Bonds and Owner's Insurance

including Builder's Risk Insurance as a reimbursable expense to the Contractor. The Owner as an additional named insured on the Contractor's Builder's Risk Insurance and, in the event of damage or destruction to the Owner-Purchased Materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction.

16. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner-Purchased Materials when such delay is a result of the failure of the Subcontractor's performance.
17. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner-Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon Subcontractor's records of material delivered to the site and any defects in such materials.
18. In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the Owner, through the Contractor, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered, and remitted directly to the supplier. The Subcontractor agrees to assist the Owner to immediately obtain a partial or final release of lien waiver as appropriate.
19. The Owner's direct purchase of equipment, materials or supplies, as provided herein does not relieve the Contractor or any Subcontractor of any obligation required pursuant to the contract or subcontract pertaining to the performance of work, except as to the Owner's obligation to make direct payments to such vendors and may reduce the bonds to the extent permitted by Section 255.05, F.S.

ADDENDUM TO VENDOR'S AGREEMENT
BETWEEN
THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AND SUMMIT CONSTRUCTION OF VERO BEACH, LLC.

This Addendum is incorporated within the VENDOR'S Agreement between THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA (hereafter referred to as "SCHOOL BOARD") and **Summit Construction of Vero Beach, LLC.** (hereafter referred to as "VENDOR").

In order to conduct the scope of work covered by the VENDOR'S Agreement, the VENDOR has requested access to various SCHOOL BOARD documents ("SCHOOL BOARD Records") including, without limitation, certain documents that contain information relating to the security systems for property owned or leased by SCHOOL BOARD or that depict the internal layout and structural elements of SCHOOL BOARD-owned or leased buildings. All of VENDOR'S records and notes regarding the work performed under the VENDOR'S Agreement shall be referred to herein as "VENDOR'S Documents."

The VENDOR hereby acknowledges that the SCHOOL BOARD Records and VENDOR'S Documents are public records. Pursuant to Section 119.0701, Florida Statutes, VENDOR shall keep and maintain all public records required to perform the services required under this Agreement. The VENDOR acknowledges that VENDOR shall not release any SCHOOL BOARD Records or any VENDOR'S Documents to anyone other than SCHOOL BOARD'S Superintendent of Schools or to the designee of said Superintendent.

The VENDOR hereby acknowledges that some or all of SCHOOL BOARD Records and of VENDOR'S Documents are confidential and exempt from public inspection under state law and VENDOR acknowledges VENDOR'S duty and obligation to preserve the confidential and exempt nature of such materials. Specifically, Section 119.071(3)(b)1, Florida Statutes, states in pertinent part as follows: "Building plans, blueprints, schematic drawings, and diagrams... which depict the internal layout and structural elements of a building... or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution [the provisions commonly referred to as the public records laws]." In addition, Section 281.301(1), Florida Statutes, states in pertinent part as follows: "Information relating to the security systems for any property owned by or leased to the state or any of its political subdivisions... including all records, information,... schematic diagrams... are confidential and exempt from ss. 119.07(1) and 286.011 and other laws and rules requiring public access or disclosure."

VENDOR shall immediately notify SCHOOL BOARD'S custodian of public records of any request received by VENDOR from any third person for the inspection or copying of public records. The VENDOR shall not directly deliver any public records to any third person, but rather shall immediately provide SCHOOL BOARD'S custodian of public records with copies of any public records that have been requested by any third party. VENDOR 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 VENDOR'S Agreement's term and following completion of the VENDOR'S Agreement if VENDOR does not transfer the public records to SCHOOL BOARD. Upon completion of the VENDOR'S Agreement, VENDOR shall transfer, at no cost, to SCHOOL BOARD all public records in possession of VENDOR required to perform the services under the VENDOR'S Agreement. Upon VENDOR'S transfer to SCHOOL BOARD of all public records upon completion of the services required under the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains any public records upon completion of the VENDOR'S Agreement with SCHOOL BOARD, VENDOR shall meet all applicable requirements for retaining public records and preserving any applicable confidentiality or exemptions. All records stored electronically must be provided to SCHOOL BOARD, upon request from SCHOOL

BOARD's custodian of public records, in a format that is compatible with SCHOOL BOARD's information technology systems.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, THE VENDOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Brenda.davis@indianriverschools.org.

The VENDOR agrees to comply with the foregoing requirements governing the custody of and access to public records and to confidential and exempt information under applicable law.

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Approval to Award SDIRC #01-0-2019JC RFQ for Prequalification of Electrical Contractors to Replace the Fire Alarm System at Sebastian River High School - Mr. Teske

The Physical Plant Department requested that a Request for Qualifications (RFQ) be promulgated to prequalify electrical contractors prior to issuing an Invitation to Bid to replace the fire alarm system at Sebastian River High School. Since this project is expected to exceed \$300,000.00, participating contractors are required to prequalify in accordance with SREF (State Requirements for Educational Facilities).

Advertisement soliciting professional qualifications and Letters of Interest from qualified firms was placed in the Indian River Press Journal on October 14, 2018. Notices were also posted on Onvia DemandStar and on the Purchasing Department's website. One (1) response was received by the due date of October 30, 2018.

Name of Firm
1st Fire & Security, Inc.

It is recommended that this RFQ be awarded to 1st Fire & Security, Inc. Please see attached backup. Superintendent recommends approval.

Failure to file a protest with the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver or proceedings under Chapter 120, Florida Statutes.

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Approval to Award SDIRC #06-0-2019JC RFQ for Prequalification of Electrical Contractors to Replace the Fire Alarm System at Sebastian River High School - Mr. Teske

The Physical Plant Department requested that a Request for Qualifications (RFQ) be promulgated to prequalify electrical contractors prior to issuing an Invitation to Bid to replace the fire alarm system at Sebastian River High School. Since this project is expected to exceed \$300,000.00, participating contractors are required to prequalify in accordance with SREF (State Requirements for Educational Facilities). The previous RFQ (01-0-2019JC) resulted in only one prequalified contractor. Thus, this RFQ was released to increase competitive bid participation

Advertisement soliciting professional qualifications and Letters of Interest from qualified firms was placed in the Indian River Press Journal on November 4, 2018. Notices were posted on Onvia DemandStar and also posted on the Purchasing Department's website. Two (2) responses were received by the due date of November 29, 2018.

Name of Firm

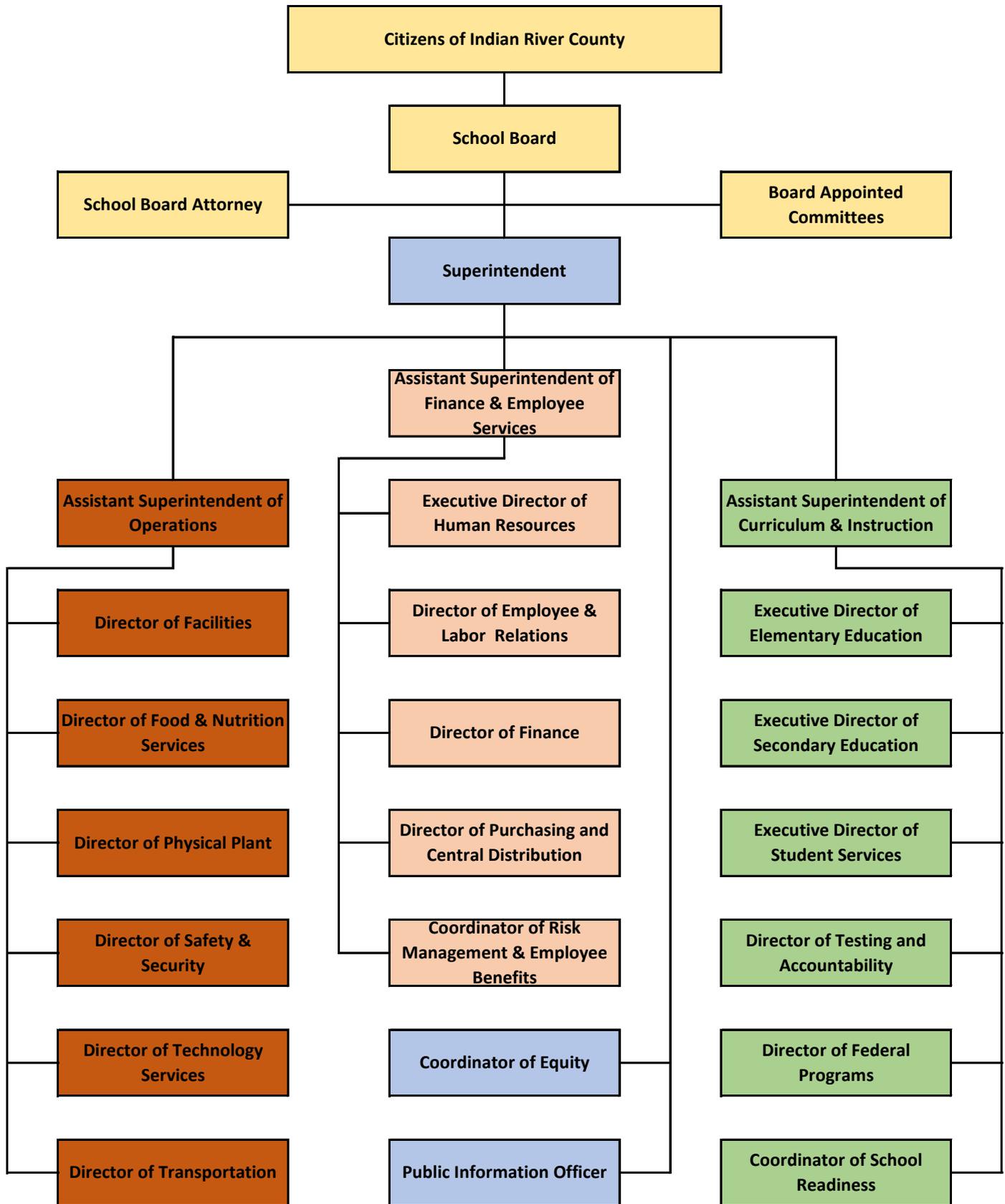
Complete Electric, Inc.
Paragon of Vero Beach, Inc.

It is recommended that this RFQ be awarded to Complete Electric, Inc. and Paragon Electric of Vero Beach, Inc.

Failure to file a protest with the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver or proceedings under Chapter 120, Florida Statutes

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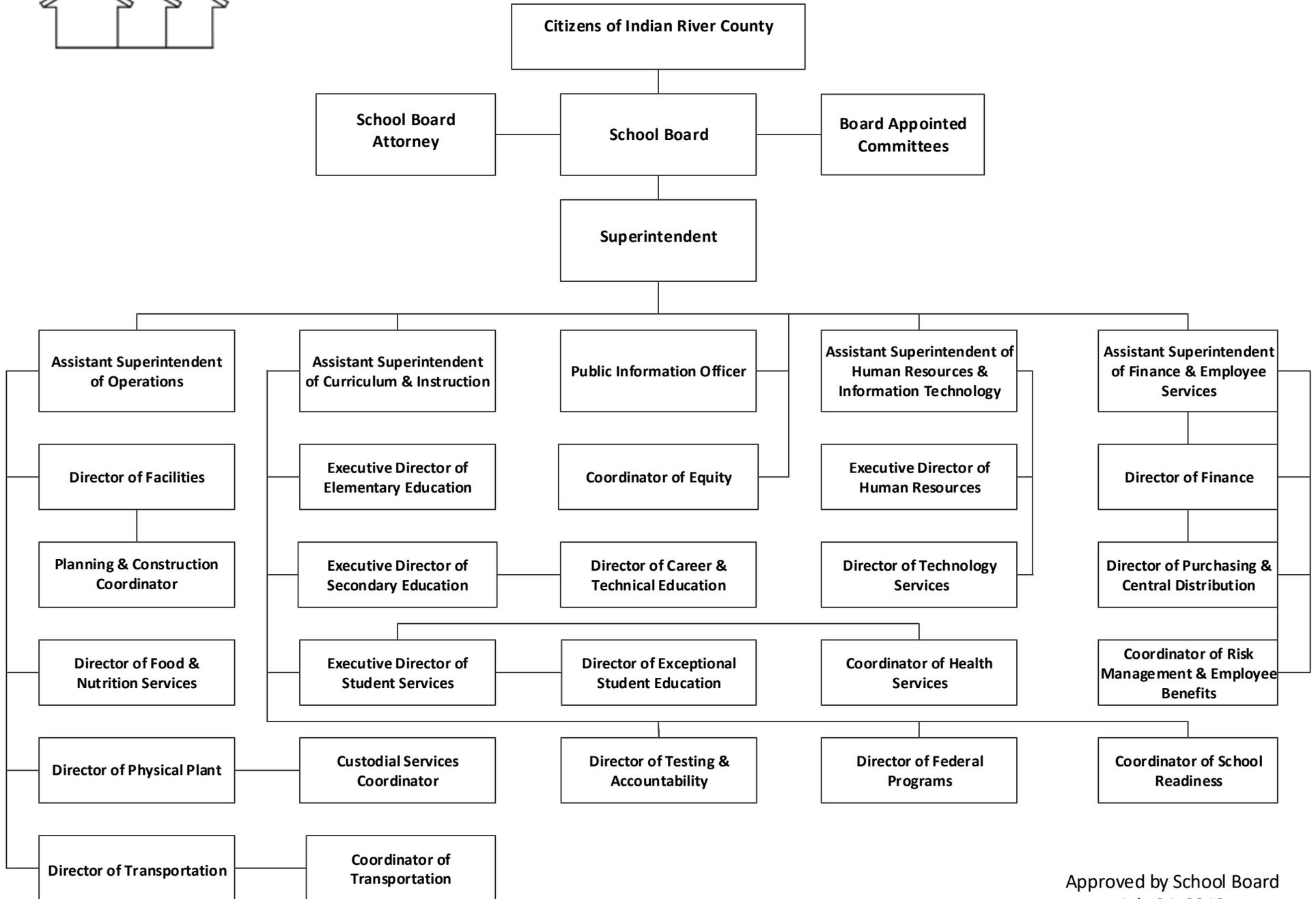
School District of Indian River County
Organizational Chart: Cabinet Level and Direct Reports



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School District of Indian River County Organizational Chart 2018-2019



Approved by School Board
July 24, 2018

Action G.1 - 01/15/2019



The voice of education in Florida

(<https://fsba.org>)

CBM Program – School Finance Forum

**February 7-8, 2019
Howey-in-the-Hills, FL**

REGISTER HERE



(<https://ams.embr.mobi/Events/Registration/Wizard/EventDetails.C=SfON&EID=FFKM>)

2019 School Finance Agenda (<https://www.fsba.org/wp-content/uploads/2018/12/2019-School-Finance-Agenda-1.docx>)

The content of this forum is designed to give board members a better understanding of topics such as:

- the Florida Education Finance Program (FEFP),
- elements comprising the FEFP formula,
- the base student allocation (BSA),
- the district cost differentials (DCDs),
- required local effort (RLE),
- categorical programs, and lottery funding,
- capital outlay funds, and
- truth in millage (TRIM).

Participants will learn about full-time equivalent (FTE) weights, and the importance of accurate full-time equivalent (FTE) student enrollment projections, as well as how to calculate weighted FTE values.

☰ Registration Fees & Information

\$375 for members
\$750 for non-members
Online registration available until January 30, 2019. \$30 on-site registration fee applies.

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SCHOOL DISTRICT OF INDIAN RIVER COUNTY
ASSISTANT SUPERINTENDENT OF FINANCE AND EMPLOYEE SERVICES
JOB DESCRIPTION

QUALIFICATIONS:

- (1) Master's degree with major course work in administration, accounting, business management, or related field from an accredited educational institution and five (5) years supervisory experience in business, budget, finance, accounting, or educational administration. A CPA Certificate will be considered equivalent to a Master's Degree and will be paid at the supplement value of a Master's Degree.

or

Bachelor's degree in finance, business administration, or related field from an accredited educational institution and seven (7) years successful experience in business, budget, finance, or accounting including (5) five years in a supervisory or administrative position.

- (2) Satisfactory criminal background check and drug screening.
 (3) Valid Florida driver's license.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to establish and maintain a financial investment program. Ability to prepare and administer the District budget. Knowledge of auditing procedures and practices. Ability to communicate effectively, both orally and in writing. Ability to use computer hardware and software. Problem-solving skills. Ability to formulate and implement new business methods and procedures. Ability to prepare concise and comprehensive reports and written correspondence. Skill in financial planning. Ability to select, train, motivate and evaluate staff. Ability to plan, organize and direct the work of subordinates. Analytical, organizational, and managerial skills. Leadership ability. Ability to plan and present information to the public. Ability to use effective public relations skills. Ability to work with diverse groups. Knowledge of group dynamics. Skill in consensus building. Ability to read, interpret and implement the State Board of Education rules, School Board policies and appropriate federal and state statutes. Knowledge of effective practices pertaining to business, purchasing, central distribution,, risk management, and employee benefits.. Knowledge of the Florida Education Finance Program, federal and state statutes, and rules related to school finance. Knowledge of the state and federal legislative processes.

REPORTS TO:

Superintendent

JOB GOAL

To provide administrative leadership, supervision for finance and employee services,, that result in efficient and effective operations in support of the educational program by administering the functions of finance, purchasing, central distribution, risk management, and employee benefits.

ASSISTANT SUPERINTENDENT OF FINANCE AND EMPLOYEE SERVICES (Continued)

SUPERVISES:

Administrative and Support Personnel

PERFORMANCE RESPONSIBILITIES:**Service Delivery**

- *(1) Coordinate all business functions of the District.
- *(2) Supervise the management and financial accounting functions of the District.
- *(3) Monitor the financial condition of the District and individual school and department budgets.
- *(4) Seek new revenue sources to enhance the District's overall operations, instructional programs, and capital acquisitions.
- *(5) Develop and implement budgetary controls to ensure that adequate resources are available for planned programs and that expenditures are within budget.
- *(6) Oversee the development, adoption, and implementation of the District budget.
- *(7) Plan, coordinate and oversee the school-based budgeting system for the District.
- *(8) Review departmental and District program budget proposals and advise managers of budget feasibility and availability of funds.
- *(9) Monitor district and school FTE results in relation to the District revenue forecasts.
- *(10) Respond to FTE audit reports jointly with the Assistant Superintendent of Curriculum and Instruction.
- *(11) Provide student projections and cost analysis for the District.
- *(12) Supervise the maintenance of District financial records and the preparation of the annual financial report and program cost reports.
- *(13) Ensure that financial and grant reporting is in compliance with statements issued by the Governmental Accounting Standards Board.
- *(14) Coordinate the audit activities of the District with federal, state and independent auditors and oversee responses to external audit reports.
- *(15) Ensure that audits of internal funds are completed as scheduled and that corrective measures are taken when necessary.
- *(16) Assist in the District's long-term capital outlay planning process and the presentation of the capital improvement plan to the School Board.
- *(17) Assist in the preparation for collective bargaining and participate in the bargaining process.
- *(18) Direct the District's cash management program and supervise the control of cash flow to ensure that adequate funds are available for daily operations and to receive maximum returns on investments.
- *(19) Oversee business services department, data processing services, risk management, employee benefits, purchasing, operation of the warehouse and acquisition and disposition of real property for the School Board.
- *(20) Oversee the Workers' Compensation program.
- *(21) Oversee the District personnel benefits committee.
- *(22) Monitor, evaluate, and recommend health benefits and other employee benefits programs.

ASSISTANT SUPERINTENDENT OF FINANCE AND EMPLOYEE SERVICES (Continued)

- * (23) Oversee the resolution of employee concerns related to health care and insurance.
- * (24) Administer professional service contracts with engineers, architects and attorneys.

Inter/Intra-Agency Communication and Delivery

- * (25) Serve as the District's representative in legislative activities.
- * (26) Convey to the School Board the financial impact of the budget as it relates to District goals and priorities.
- * (27) Ensure that the Superintendent is informed of all matters related to the functions of the finance and employee division.
- * (28) Provide information to the Superintendent and Board on the financial status of the District and the use of resources through sound management practices.
- * (29) Maintain communication with legislators, the Florida Department of Education, and other appropriate organizations and associations regarding the financial impact of proposed legislation on the District.
- * (30) Monitor legislation and inform the Superintendent and staff regarding fiscal impact.
- * (31) Maintain communication with department heads.
- * (32) Interpret the philosophy, programs, and policies of the District to staff and the community.
- * (33) Maintain communication with schools.
- * (34) Maintain liaison with federal, state and local agencies regarding operations of the department.
- * (35) Build working relationships with various community leaders and organizations.
- * (36) Maintain effective community relations and interpret financial matters to the community.
- * (37) Provide oversight and direction for cooperative planning with other agencies.
- * (38) Establish and maintain intergovernmental relations with municipalities and county personnel.

Professional Growth and Improvement

- * (39) Keep abreast of statutory and regulatory requirements and proposed changes in areas of responsibility and advise the Superintendent regarding their impact on the district.
- * (40) Keep informed about current trends in education through attendance at conferences and related training activities.
- * (41) Assist in the development, implementation, and evaluation of staff development activities.
- * (42) Develop and implement a cross-training program for finance and employee services department employees.
- * (43) Participate in training activities which will improve knowledge and skills.

Systemic Functions

- * (44) Facilitate changes which will improve services to schools.
- * (45) Participate in District-wide planning to relate the use of financial and human resources to the District goals and objectives.
- * (46) Assist the Superintendent in organizational analysis and development.
- * (47) Serve as the District's OPPAGA coordinator.
- * (48) Serve as the District's class size coordinator.

ASSISTANT SUPERINTENDENT OF FINANCE AND EMPLOYEE SERVICES (Continued)

- *(49) Help establish policies to be implemented in the event of a hurricane or other disaster.
- *(50) Review, recommend and initiate improved methods, policies and procedures for budget preparation, implementation and analysis.
- *(51) Prepare or supervise the preparation of all required reports and the maintenance of all appropriate records.
- *(52) Initiate and maintain a system of internal controls to safeguard the assets of the District and provide for accountability for public funds.
- *(53) Coordinate the preparation of the District's legislative priorities and program.
- *(54) Attend Board meetings and provide accurate information as requested.
- *(55) Prepare agenda items for School Board meetings.
- *(56) Assist assigned departments to focus on the mission and goals of the District.
- *(57) Participate in the development of the District compensation plans.
- *(58) Participate in various advisory committees.
- *(59) Assist in the development of School Board policies and administrative guidelines.

Leadership and Strategic Orientation

- *(60) Serve on the Superintendent's Cabinet.
- *(61) Provide leadership for the planning, implementation, and evaluation of business services necessary to support instructional programs for educational excellence.
- *(62) Utilize collaborative planning and shared decision-making with school centers and departments.
- *(63) Coach and mentor subordinates.
Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

Job Description Supplement 11

TERMS OF EMPLOYMENT:

Administrative Pay Grade ADM I 250 days worked per year (12 months)

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

School Board policies 6210 and 6233 provide in part:

To provide the financial strength and stability of the District, the Board is committed to maintaining an ending fund balance not classified as restricted, committed, or nonspendable of five percent (5%) of the District's general fund revenue to be designated for contingencies.

Each year the Board's adopted budget shall include a reserve for contingencies of not less than five percent (5%) of the District's general fund revenues. Should an increase or decrease in projected revenues or expenditures occur following the adoption of the budget, the Board may, by majority vote, use its contingency reserve to balance its current year budget. In the event the contingency reserve decreases to less than five percent (5%) of the District's general fund budget, the Superintendent shall prepare for Board approval a financial plan and timeline to restore the ending fund balance not classified as restricted, committed, or nonspendable to the minimum amount set forth herein.

Additionally, section 1011.051, Florida Statutes, provides in part:

If at any time the portion of the general fund's ending fund balance not classified as restricted, committed, or nonspendable in the district's approved operating budget is projected to fall below 3 percent of projected general fund revenues during the current fiscal year, the superintendent shall provide written notification to the district school board and the Commissioner of Education.

If at any time the portion of the general fund's ending fund balance not classified as restricted, committed, or nonspendable in the district's approved operating budget is projected to fall below 2 percent of projected general fund revenues during the current fiscal year, the superintendent shall provide written notification to the district school board and the Commissioner of Education. Within 14 days after receiving such notification, if the commissioner determines that the district does not have a plan that is reasonably anticipated to avoid a financial emergency as determined pursuant to s. 218.503, the commissioner shall appoint a financial emergency board that shall operate under the requirements, powers, and duties specified in s. 218.503(3)(g).

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These reports are the Trial Balance at FY end for the years indicated.

2010 - 2019 current day.

Indicated Total Fund Equity Balance as underlined.

See the increase over the years 2010-2016, and the drastic decline in the past 3 years.

With the 2018-2019 Beginning Budget Book page 101 see projected fund balance of \$8,099,850.

Omitted \$647,000 McKay (FL DOE Take back 4th Calc)

\$600,000 Audit Findings for ESE /Transportation Audit 7/2016 (4/2019 a check will need to go to FL DOE)

2,600,000 Performance Pay and all negative Sal & Benefit

90,000 Additional Legal Fees

70,000 TCE Generator Fuel Leak Clean up / tank replacement possible reimbursed partially by county

1,200,000 Transportation Take back for over reporting by 1/3

New projected fund balance at 2018-2019 FYend

\$3,826,108 (I removed the 1.2mil transportation because I don't know when FL DOE will take that back - maybe next calc in Mar/Feb) 3826108/152928360 = 2.5% Fund Balance

FBI57 F605 INDIAN RIVER-001-2010		TRIAL BALANCE SHEET		PRD-12 JUNE		2010	
FUND - 100 GENERAL OPERATING FUND - 100		TRIAL BALANCE-FINANCIAL STATEMENT FORMAT				CURRENT BALANCE	
		BEGINNING BALANCE	DEBITS	CREDITS			
2730	RESERVE FOR INVENTORY	429,604.30	190,697.14	95,814.43	334,721.59		
2760	UNRESERVED UNDESIG. FUND BALAN	4,059,261.52	2,658,933.51	543,263.33	1,943,591.34		
2766	BUDGETED FUND BALANCE	2,405,401.13-	18,189,623.18	20,595,024.31	.00		
*	<u>TOTAL FUND EQUITY</u>	3,512,246.25	22,546,594.04	21,571,298.78	<u>2,536,950.99</u>		
**	TOTAL LIABILITIES AND OTHER CR	273,959,300.99	342,814,609.09	79,624,676.86			
	INTERIM FUND BALANCE				<u>10,769,368.76</u>		
							.00

FUND	GENERAL OPERATING FUND - 100	BEGINNING BALANCE	DEBITS	CREDITS	CURRENT BALANCE
2766	BUDGETED FUND BALANCE	4,133,007.55	8,814,361.22	4,681,353.67	.00
*	TOTAL FUND EQUITY	10,752,488.24	256,946,963.17	260,766,513.93	14,572,039.00
**	TOTAL LIABILITIES AND OTHER CR	282,641,543.23	559,700,483.72	299,251,625.42	22,192,684.93
	INTERIM FUND BALANCE				.00

FUND		GENERAL OPERATING FUND - 100		PRD-12 JUNE	2012	CURRENT BALANCE
2730	RESERVE FOR INVENTORY	327,019.00	15,794.00	.00	311,225.00	
2760	UNRESERVED UNDESIG. FUND BALAN	13,986,227.71	479,622.58	1,990,900.88	15,497,506.01	
2766	BUDGETED FUND BALANCE	7,566,315.75-	3,421,213.20	10,987,528.95	.00	
*	<u>TOTAL FUND EQUITY</u>	7,883,364.97	5,862,029.68	14,266,284.45	<u>16,287,619.74</u>	
**	TOTAL LIABILITIES AND OTHER CR	273,182,553.14	317,128,309.08	66,947,778.66	23,002,022.72	
	INTERIM FUND BALANCE				.00	

FUND	GENERAL OPERATING FUND - 100	BEGINNING BALANCE	DEBITS	CREDITS	2014 CURRENT BALANCE
	2766	3,544,612.91	3,938,612.94	394,000.03	.00
	*	15,713,390.62	10,277,445.19	15,087,972.43	20,523,917.86
	**	285,606,640.07	328,864,396.64	71,010,039.77	27,752,283.20
	INTERIM FUND BALANCE				.00

FUND	GENERAL OPERATING FUND - 100	BEGINNING BALANCE	DEBITS	PRD-12 JUNE CREDITS	2015 CURRENT BALANCE
2760	UNRESERVED UNDESTG. FUND BALAN	18,894,589.16	284,770,637.44	286,252,933.61	20,376,885.33
2766	BUDGETED FUND BALANCE	5,241,777.92-	506,719.32	5,748,497.24	.00
*	<u>TOTAL FUND EQUITY</u>	16,764,924.65	287,992,379.12	295,153,229.91	<u>23,925,775.44</u>
**	TOTAL LIABILITIES AND OTHER CR	295,851,699.03	611,344,868.50	345,259,768.75	29,766,599.28
	INTERIM FUND BALANCE				.00

FUND		GENERAL OPERATING FUND - 100		PRD-12 JUNE	2016
					CURRENT BALANCE
2721	RESERVE FOR WAREHOUSE	210,381.26	215,888.35	5,507.09	.00
2730	RESERVE FOR INVENTORY	310,237.54	4,782.07	.00	305,455.47
2760	UNRESERVED UNDESIG. FUND BALAN	22,126,885.33	187,337.50	780,369.13	22,719,916.96
2766	BUDGETED FUND BALANCE	4,904,338.13-	197,767.63	5,102,105.76	.00
*	TOTAL FUND EQUITY	21,484,854.61	5,695,414.45	10,264,520.83	26,053,960.99
**	TOTAL LIABILITIES AND OTHER CR	310,899,610.15	337,792,362.17	58,843,728.78	31,950,976.76
	INTERIM FUND BALANCE				.00

FUND		GENERAL OPERATING FUND - 100		PRD-12 JUNE	2017
					CURRENT BALANCE
2721	RESERVE FOR WAREHOUSE	87,312.11	122,404.86	35,092.75	.00
2730	RESERVE FOR INVENTORY	305,455.47	69,348.61	37,859.06	273,965.92
2760	UNRESERVED UNDESIG. FUND BALAN	22,719,916.96	1,851,619.55	.00	20,868,297.41
2766	BUDGETED FUND BALANCE	9,346,924.02-	522,099.82	9,869,023.84	.00
*	<u>TOTAL FUND EQUITY</u>	18,976,639.72	4,450,155.45	10,726,306.34	<u>25,252,790.61</u>
**	TOTAL LIABILITIES AND OTHER CR	319,572,241.00	329,702,462.13	38,226,434.19	28,096,213.06
	INTERIM FUND BALANCE				.00

FUND	GENERAL OPERATING FUND - 100	BEGINNING BALANCE	DEBITS	CREDITS	CURRENT BALANCE
2766	BUDGETED FUND BALANCE	15,512,581.57-	5,469,058.40	20,981,639.97	.00
*	TOTAL FUND EQUITY	9,400,713.34	14,575,575.53	23,830,034.99	18,655,172.80
**	TOTAL LIABILITIES AND OTHER CR	320,082,483.38	354,971,263.79	57,407,641.74	22,518,861.33
	INTERIM FUND BALANCE				.00

FUND	- 100	GENERAL OPERATING FUND - 100	TRIAL BALANCE	DEBITS	CREDITS	2019
			BEGINNING BALANCE	DEBITS	CREDITS	CURRENT BALANCE
ASSETS						
1111		CASH ON DEMAND DEPOSITS	3,256,711.20	.00	.00	3,256,711.20
1112		PEPTY CASH	17,150.00	.00	.00	17,150.00
1130		ACCOUNTS RECEIVABLE	14,283.16	.00	.00	14,283.16
1131		EMPLOYEE RECEIVABLE-PAYROLL	24,610.95	.00	.00	24,610.95
1141		DUE FROM BUDGETARY FUNDS	242,948.94	.00	.00	242,948.94
1150		INVENTORY	222,451.48	.00	.00	222,451.48
1164		INVESTMENTS-SBA	35,709,341.10	.00	.00	35,709,341.10
1166		INVESTMENTS-PPM	6,269.65	.00	.00	6,269.65
1220		DUE FROM OTHER AGENCIES	1,679,502.44	.00	.00	1,679,502.44
1231		PREPAID INSURANCE EXPENSES	603,495.58	.00	.00	603,495.58
	*	TOTAL ASSETS	41,776,764.50	.00	.00	41,776,764.50
BUDG DEBITS						
1510		ESTIMATED REVENUE	152,973,253.94	.00	.00	152,973,253.94
1520		ENCUMBRANCES	5,275,056.61	.00	.00	5,275,056.61
1521		ENCUMBRANCE FOR WAREHOUSE	260,129.51	.00	.00	260,129.51
1530		EXPENDITURES	58,968,864.70	.00	.00	58,968,864.70
	*	TOTAL BUDG DEBITS	217,477,304.76	.00	.00	217,477,304.76
	**	TOTAL ASSETS AND OTHER DEBITS	259,254,069.26	.00	.00	259,254,069.26
LIABILITIES						
2020		PAYROLL CLEARING ACCOUNT	4,991.53-	.00	.00	4,991.53-
2110		SALARIES, BENEFITS AND PAYROLL	254.37	.00	.00	254.37
2120		ACCOUNTS PAYABLE	51,083.90	.00	.00	51,083.90
2124		PURCHASING CARD PAYABLE	33,258.65	.00	.00	33,258.65
2126		PCARD PAYABLE - INTERSECT	259,216.74	.00	.00	259,216.74
2161		DUE TO BUDGETARY FUNDS	1,546,116.85	.00	.00	1,546,116.85
2170		PAYROLL DEDUCTIONS/WITHHOLDING	409.89	.00	.00	409.89
2171		SPECIAL DEDUCTIONS-EMPLOYEE PY	1,803.77	.00	.00	1,803.77
2230		DUE TO OTHER AGENCIES	.00	.00	.00	.00
2233		DUE TO OTHER AGENCIES-STATE	635.00	.00	.00	635.00
2251		Sec 1011.13 Anticipation Notes	10,000,000.00	.00	.00	10,000,000.00
2260		SALES TAX PAYABLE-DISTRICT	128.10	.00	.00	128.10
2261		SALES TAX PAYABLE-SCHOOLS	119.36	.00	.00	119.36
2290		INTERNAL ACCOUNTS PAYABLE	70.00	.00	.00	70.00
2632		DEFERRED REVENUE-UNAVAILABLE	600,000.00	.00	.00	600,000.00
2639		Deferred Revenue-Other	372,148.68	.00	.00	372,148.68
	*	TOTAL LIABILITIES	12,870,253.78	.00	.00	12,870,253.78
BUDG CREDITS						
2510		APPROPRIATIONS	163,848,385.47	.00	.00	163,848,385.47
2511		BUDGET TRANSFERS	.00	.00	.00	.00
2520		REVENUE	69,221,852.62	.00	.00	69,221,852.62
	*	TOTAL BUDG CREDITS	233,070,238.09	.00	.00	233,070,238.09
FUND EQUITY						
2720		RESERVE FOR ENCUMBRANCES	5,275,056.61	.00	.00	5,275,056.61
2721		RESERVE FOR WAREHOUSE	260,129.51	.00	.00	260,129.51
2730		RESERVE FOR INVENTORY	324,167.84	.00	.00	324,167.84
2760		UNRESERVED UNDESIG. FUND BALAN	15,853,981.97	.00	.00	15,853,981.97
2766		BUDGETED FUND BALANCE	8,398,108.54-	.00	.00	8,398,108.54-
	*	TOTAL FUND EQUITY	13,315,227.39	.00	.00	13,315,227.39

School Board of Indian River County Audit Committee Report to the Board

Presented by
Bob Auwaerter
Chairman
September 11, 2018

Committee Members

- Charles Gisler
- Glenn Heran
- Jeff Smith
- Gayle Phillips Gilmore—Vice Chairwoman
- Bob Auwaerter—Chairman

Meetings Held

- May 1, 2017—Organizational
- May 30, 2017—Setting Review Items
- August 28, 2017—Item Reviews
- January 23, 2018—Item Reviews
- May 21, 2018—Item Reviews

Audit Committee Recommendations

- All Audit Committee recommendations made to the School Board in the form of motions were passed ***unanimously***

Review Items

- Cost and Delivery Method of Employee Benefits (8/28/17)
 - *Audit Committee Passed Motions:*
 - *for the Administration to do a study on changing the compensation of Aon to fee based, away from percentage of the insurance premium*
 - *for the District to provide a fully costed analysis between self-insured and fully insured when the health insurance goes out for bid. The School Board should consider getting bids for both self and fully insured, every 4 to 5 years*

Review Items

- Other Post-Employment Benefits (OPEB) (8/28/17)
- Recurring Contracting of Outside Services (1/23/18)
- Review of the Use of and Control Procedures for the Regions Bank Credit Card (\$7,000,000 Purchase Order/Spend Authority) (1/23/18)

Review Items

- Review Cost and Delivery of Legal Services (5/21/18)
 - *Audit Committee Passed Motions:*
 - *The Committee requests that the School Board put out an Request for Proposal (RFP) for general counsel services to assure taxpayers that they are getting the best deal for these services, taking into account not only costs but value of legal advice provided.*

Review Items

- Review Cost and Delivery of Legal Services
 - *Audit Committee Passed Motions:*
 - *The Audit Committee recommends to the School Board of Indian River County that they put a policy in place to periodically put out an RFP for legal services and suggest a review of the current services at least every 3 years*

Review Items

- Review Cost and Delivery of Legal Services
 - *Audit Committee Passed Motions:*
 - *The Audit Committee recommends to the School Board that it requests the Administration do an analysis of the cost and benefits of having an inside legal counsel versus the current system of contracting outside general counsel*

A note of thanks to

- Dr. Rendell
- Carter Morrison
- And especially, Brenda Davis

School District of Indian River County
Support Services Complex
6055 62nd Avenue, Vero Beach, FL 32967
Audit Committee Meeting Minutes
May 21, 2018, 12:00 p.m., in the Large Conference Room

Committee Members in Attendance:

Chairman Robert Auwaerter, Vice Chairman Gayle Phillips Gilmore, Charles Gisler, Jeff Smith, Glenn Heran

Committee Members in Attendance - ex officio:

Dr. Mark J. Rendell, Superintendent of Schools, Carter Morrison, Assistant Superintendent for Finance and Employee Services

District Staff in Attendance:

Brenda Davis, Administrative Assistant

Board Members in Attendance:

Mrs. Laura Zorc

I. Call to Order

Chairman Auwaerter called the meeting to order at 12:05 p.m.

Dr. Rendell announced to the group that the meeting was being audio taped, per a recent change to Board Policy. All Board initiated committees are now being audio taped.

II. Approval of Minutes of January 23, 2018 Meeting

Chairman Auwaerter called for a motion to approve the minutes of the January 23, 2018, Meeting.

Motion: A motion to approve the January 23, 2018 meeting minutes was made by Mr. Smith and seconded by Mr. Gisler. The motion carried unanimously.

III. School Board directive to Review Cost and Delivery of Legal Services — All

1. Broad overview of legal service requirements and firms used

Chairman Auwaerter stated that this committee has been given a directive by the School Board Chairman to review the cost and delivery of legal services. He asked the group to begin with the spreadsheet that was supplied by the District listing the legal fees incurred from July 1, 2017 – March 31, 2018. Chairman Auwaerter asked Dr. Rendell to give an overview of the philosophy of how the District obtains legal services. He called the group's attention to the survey he provided from Florida Association of District School Superintendents (FADSS). Dr. Rendell explained that there are three main areas requiring legal services. The first is Board and Business Operations. The School District needs legal counsel that is well versed in school and School Board laws and Sunshine Laws. The second area is labor law. This deals with employee grievances and investigations. The

third is litigation. This includes civil litigation and litigation by families of students. He explained that some Districts have in-house counsel that would handle litigation and labor law and have a separate Board attorney for School Board matters, such as School Board Meetings and contracts. All Districts use outside counsel to handle smaller litigation cases or employee investigations. Even Districts that have in-house counsel, sometimes have to contract out for legal services. Sometimes they are too busy or need an expert in a specific case, such as Union contract negotiations or something medical in nature. Chairman Auwaerter asked, if the District uses an outside law firm for real estate transactions. Dr. Rendell replied that the District would use an outside legal firm, if they were involved in selling a piece of property or other real estate transaction. Chairman Auwaerter questioned whether that was part of the current legal services contract. Dr. Rendell stated that he would need to look at the contract to be sure, but the past real estate transactions were handled by a separate contracted firm. Mr. Smith asked, if all of this is done with a competitive bidding process or Request for Proposals (RFP). Mr. Morrison stated that an RFP is used for each area of law. He directed the group to the copies of RFP award letters that were provided. These firms are used on an as-needed basis. Attorney D'Agresta's firm was awarded through the RFP process, also. Chairman Auwaerter asked how the public is notified of an RFP and when the last time the contract for general counsel went out for bid. Mr. Morrison stated that RFPs are advertised in the newspaper and information is sent out. He said that the current general counsel contract was last advertised for bid in 2012. Chairman Auwaerter asked, if the awarded firm was the lowest bidder, at that time and how many responses were received. Mr. Morrison stated that he doesn't recall, if they were the lowest responsive bidder, but he does recall that several responses were received. Mr. Smith stated that he notices in Mrs. D'Agresta's contract that, if the contract is not terminated by March 1, it is just renewed for an additional year. There is no date where the District needs to go out for an RFP. It sounds to him, like the District could just keep renewing it year after year. He asked, if there is a policy that the School Board uses to determine when an item needs to go out for an RFP. Mr. Morrison stated that he was not sure but typically the Board does refresh various RFPs from time to time. This would have to be Board directed.

2. General Counsel services and costs billed to the District

Mr. Heran stated that looking at the bills to the District from Mrs. D'Agresta's law firm, the retainer is roughly \$22,000.00 per month, \$264,000.00 annually. When he looks at the data in enclosure #3 (Osceola County School Board Spreadsheet), based on enrollment, there are 13 medium sized districts and, if you divide the annual cost for legal services paid to Mrs. D'Agresta by the enrollment, Indian River County ranks 11 out of 13, with a \$15.19 expense per student. This means that Indian River County has the third highest cost per student for legal fees among medium sized districts. Mr. Heran asked Dr. Rendell is this was an accurate depiction from the data he provided. Dr. Rendell stated that he was not sure that he provided that data. Chairman Auwaerter stated that he provided the data from an outside source. Mr. Heran continued by stating that the bills from D'Agresta's firm list that in February of 2018, Mrs. D'Agresta worked 28 hours. In January, 2018, she worked 31 hours and the remaining invoices the hours worked ranged

from 26 hours to 40 hours. He stated that his reaction to this and the entire discussion is - wouldn't it make sense to do an RFP based on the idea that you're paying \$264,000.00 a year for an attorney that works at best 40 hours a week. You would have the option of doing an RFP and seeing what other prices and skill sets are out there or consider hiring a full-time attorney. Based on what he is seeing, these would be his two recommendations. Mr. Smith stated that he saw the same things as Mr. Heran. The first question he has is, is it routine to put an attorney on retainer for a blanket amount per month? He sees the Attorney only working 40 hours a month. Mr. Heran stated that the hours he was quoting earlier were per week. He said that it is like paying an employee \$264,000.00 a year for working an average of less than 40 hours per week. Mr. Smith asked, if it is normal practice for a school district to put someone on a retainer or is it just how you've always done it. Dr. Rendell stated that it varies across the state. Large districts have in-house attorneys and small districts have a Board Attorney on retainer and contract everything else out. When Dr. Rendell was at St. Lucie County years ago, they had a Board Attorney and separate legal counsel outside. They hired a full-time attorney in an effort to save money and after two years, they have two full-time attorneys and full-time clerical staff. So, when you recommend hiring an in-house attorney, we would also have to provide them office space and clerical support. There are other costs associated with that option. Dr. Rendell agreed with Mr. Heran that it is still worth considering. Mr. Heran stated that, if this information is correct, it is worth looking into an RFP and looking into hiring a full-time attorney. Chairman Auwaerter stated that the group needed to take the survey results with a grain of salt because of the way the questions were asked. They could have been asked more precisely. He included the data just to give an overview of the range of costs. He also provided the group with the contract for legal services for Osceola County.

3. Benchmarking versus neighboring School Districts

Chairman Auwaerter stated that Osceola County is more complex and has more students than Indian River County (IRC). Osceola's enrollment is approximately 67,000 and IRC's is 17,500. They have 47 schools, including charter schools compared to IRC's 28. Osceola County pays \$180,000.00 per year for their legal counsel and travel is included in the retainer with the exception of reasonable travel costs 100 miles from Osceola County. In Mrs. D'Agresta's contract, it states that she is entitled to \$0.54 per mile. She travels from Orlando. As far as the other miscellaneous charges, all attorneys charge for photocopies. He questioned the charges for online computer research. Mr. Smith said that was probably for Westlaw, which is an online legal research service. He feels that the District has nothing to lose by putting this out for bid. If we feel that the firms that respond don't have the legal experience to do what is needed, we have the right to refuse the lowest bid. We can even sharpen the pencil on the contract with the current provider and get a better deal. He said that there are a lot of different approaches and he would defer that decision to the administration on whether to continue to use an outside firm. They have already looked at hiring an in-house attorney and that comes with a number of additional issues that have been discussed, such as providing clerical support. Mr. Heran stated that his knee-jerk reaction is to sub contract, as well. It helps contain the signs of bureaucracy, but he feels that in this particular case it is worth a look at in-house options. Mr. Smith

stated that he agrees and it will give the School Board and Administration the evidence they need when someone objects or questions the use of outside counsel and how the District is keeping costs down. He also recommends that the Board address the policy or create a policy, because this current contract is open-ended. He said that he is sure that Attorney D'Agresta is qualified, but this contract is open-ended and can be renewed every year, ad infinitum. If there is no policy that gives a time frame for going back out for bid, Mr. Smith feels that the Board needs to have that discussion and let them make that decision. Mr. Heran asked Mr. Smith what he would suggest as a good time period. Mr. Smith replied, that the County normally does a 3-year contract with a 2 to 3-year renewal option, if services were satisfactorily performed. The contract should be put out for an RFP at the end of the renewal. There needs to be a line drawn in the sand for when the contract goes out for RFP. This will protect the School District and show that they are doing everything they can to keep the pencil sharpened. Mr. Heran agreed and added that he was going to suggest 5 years. Mr. Smith said that is fine but it should not be any more than 5 years. Things/laws may change over 5 years. Mr. Smith said that the current contract automatically renews for a year, if not terminated by March 1. The only other way he sees to cease the contract would be for lack of performance or, if the Board wanted to go in a different direction. He thinks the Board needs to have that conversation as to a drop-dead date for when they do go out for an RFP again. Mr. Smith reiterated that this protects the staff and the Board from any questions about what they are doing to keep costs as low as possible. Mrs. Gilmore asked, if Attorney D'Agresta negotiates the Union contract with Teachers? Dr. Rendell replied, that she reviews the contract to make sure it falls within state statute requirements. Mrs. Gilmore asked about the pricing for this kind of work. Dr. Rendell said that all contract review falls under the retainer. The District has hired legal counsel, in the past, for specific bargaining aspects or strategies. Mr. Smith stated that the County does not use their in-house attorneys for union contract negotiations. They hire a specific experienced attorney that sits down with the Union and negotiates what the County is willing to offer.

Mr. Smith stated that he feels the Committee should take a look at what the District is doing to mitigate litigation. For example, if there is litigation regarding a safety issue, is the District taking steps to shore up the safety. He would recommend that the Board take any steps they can take to mitigate litigation. Mr. Heran agreed, but suggested that the Committee finish the motions that were discussed. Dr. Rendell pointed out that there is a termination clause in the current contract that states that either party can terminate the agreement with a 30-day notice. Mrs. Gilmore asked, if these legal costs are allocated out to the Charter schools. Mr. Morrison stated that the Charter schools are separate entities with their own boards. Attorney D'Agresta does no work for the Charter schools.

Chairman Auwaerter summarized the committee's suggestions and asked for 3 motions.

Motion 1: A motion was made by Mr. Heran and seconded by Mr. Smith for the Audit Committee to request that the Indian River County School Board put out an RFP for general counsel services to assure taxpayers that they are getting the best deal for these

services, taking into account not only costs, but value of legal advice provided. The motion carried unanimously.

Motion 2: A motion was made by Mr. Heran and seconded by Mr. Smith for the Audit Committee to recommend to the Indian River County School Board that they put a policy in place to periodically put out an RFP for legal services and suggest a review of the current services of no less than 3 years. The motion carried unanimously.

Motion 3: A motion was made by Mr. Heran and seconded by Mr. Smith for the Audit Committee to recommend to the Indian River County School Board to request Administration do an analysis of the cost and benefits of having an inside legal counsel versus the current system of contracting outside general counsel. The motion carried unanimously.

Chairman Auwaerter asked for any other discussion items regarding legal services. Mr. Smith stated that he would like to have the discussion on making sure the District is mitigating litigation as much as possible. He realizes that accidents are going to happen and grievances are going to be filed. There is nothing the District can do about that, but, if it's a safety issue or a contractual issue that they have not addressed, then we need to satisfy ourselves that they are doing everything they can to keep the costs down and the litigation down. Chairman Auwaerter asked Mr. Smith, how they would go about doing that. Mr. Smith said that they can't lower costs associated with the union. Counsel is always needed for negotiations and Union issues. He assumes that someone at the District is reviewing the invoices from Attorney D'Agresta and that the routine items she does weekly and bills the District for are necessary and not being duplicated. Chairman Auwaerter stated that, if it were up to him, he would go with the Osceola County contract model to cut out the travel expense reimbursement. There was a brief discussion on the Attorney's timeline billing.

Mr. Smith stated that he was looking to see, if there is a cost containment effort for the items that are in litigation right now. Mr. Heran asked what the two biggest drivers of litigation costs were in the past two or three years. He asked, if the Charter school suit was one of them. Dr. Rendell said that the two biggest items in the last couple of years would be the Charter school funding dispute and the pursuit of Unitary Status. Dr. Rendell answered Mr. Smith's earlier question by stating that the District has a Risk Management Department that is doing everything they can to mitigate these issues and the District is bound by statutes for all kinds of safety and security inspections to make sure we have safe environments for employees and students. The District publishes reports on safety and over time we have definitely reduced the opportunities for trips and falls by making sure we are in compliance. Mr. Smith said that it sounds like there isn't much the District can do about the two issues in litigation right now. Dr. Rendell said that the Charter school funding dispute has been settled, but the pursuit for Unitary Status is ongoing.

Regarding the legal firm expense spreadsheet, Chairman Auwaerter asked what the firm Allen Norton and Blue were helping the District with. Mr. Morrison stated that they assist with negotiations and impasse issues. He called the group's attention to an additional spreadsheet to cross match for additional information. Chairman Auwaerter reviewed the list of firms and what they do for the District and concluded that Human Resource issues were the largest expense after the Unitary Status expense. Mr. Smith said that it is worth noting that the current year expense through March is the lowest of the past 5 years. Mr. Morrison stated the fiscal year goes through June.

4. Next steps

Chairman Auwaerter stated that Board Member Searcy has a discussion item regarding an RFP for legal services on the Board Agenda for tomorrow evening. He would like to attend the meeting and report to the School Board about today's discussion and give the group's recommendations and motions, if the members approve. The members approved.

IV. Scheduling of Future Meetings—Chairman Auwaerter

1. Should Committee set specific dates in the future to facilitate scheduling (e. g., third Tuesday of the month)

Chairman Auwaerter stated that he views this committee differently than the School Board. This Board is an advisory board. The School Board has to meet every month even, if they only have a quorum because they have things they have to process to keep the business of the District moving forward. He sees this group in an advisory role and it is important to have every member here to bring their expertise to the group. He is retired and understands that many in the group work full time and asked the group, if they thought it would be easier to set a specific day of the month to meet. Mr. Heran asked, if the group has fulfilled the immediate role of the School Board's request for us. If the answer to that question is yes, then he would consider sunsetting this committee and, if the Board has another need, then they would form another committee. He is sensitive to increasing the bureaucratic state and one of his worries is that this group becomes a part of that bureaucracy. We have staff here that is spending time essentially having to manage us, as well. He would like the group to at least consider the idea that, if the group has filled all the holes, then the committee be sunsetted and should a need arise, a new committee can be formed. It doesn't necessarily have to be us. He would caution making this a permanent committee. Mr. Smith stated that before the group can address that, they need to know what the Board thinks. They are the ones that asked them to be part of this and he thinks that they are the ones that need to say whether the job is done or there are more issues for the committee. He has come up with some items for the group to look at down the road at future meetings. Mr. Heran said that the worry there is that we are not the elected officials. Mr. Smith agreed and said that is why he thinks the Board should give the direction. If it is alright with the rest of the committee, he thinks that they should give the Chairman authorization to talk with each Board member to see what their feelings are. We are here at their pleasure and we need to know what their vision is. Chairman Auwaerter asked, if it would be better to address this at the public Board

meeting. Dr. Rendell stated that he had a copy of the Board policy governing the Audit Committee and it states that the Audit Committee will meet on a quarterly basis and shall on an annual basis, set a schedule for the year. This has not been the case, so far. Further, the policy states that in the case of special circumstances, the Audit Committee Chairman may call special meetings, as required, with proper notice. That is how we've handled all of the meetings. The policy also states, at least once per year, the Audit Committee will present a public report to the Board regarding its progress and findings. Dr. Rendell feels that the committee is at that point. If the group could present what they have considered and their findings up to this point, that may generate direction from the Board. Mr. Heran said that he remembered proposing an agenda item at the last meeting to memorialize where the committee has been. Dr. Rendell agreed and said that it is captured in the minutes of the last meeting. Mrs. Gilmore stated that she would like a more routine meeting schedule. That way she can schedule around this meeting, making it a priority, rather than the back and forth process we go through, now. Chairman Auwaerter suggested that they make their report to the Board and say, here are the thoughts of the committee, where does the Board want us to go from here. Mr. Smith said that he thinks they need to follow the policy and formulate the accomplishments, so far, and report that to the Board. Chairman Auwaerter said that, if it's okay with the committee, he thinks he can do a summary. The group listed the following:

- Medical insurance
- Contracting of outside services
- OPEB
- Purchasing/credit cards
- Legal Services

Mr. Smith suggested that they defer setting a meeting schedule until after they received direction from the School Board.

V. Adding of At-Large or Alternate Members to the Committee — Chairman Auwaerter

Chairman Auwaerter tabled this item. Dr. Rendell stated the Board would actually have to change the policy for something like this.

VI. Member Matters

Mr. Smith said that he doesn't know, if the Board wants to give the group direction on this or not, and he doesn't know how we compare to other districts, but he was wondering, if they should look at the ratio of teachers to administration. He asked, if that is something we are allowed to look at. Chairman Auwaerter stated that he would need to have direction from the School Board on something like that. He said that, if he was a School Board member that is something he would look into on his own, not ask an Audit Committee. Mr. Smith asked him to have that conversation with the Board. Mr. Heran asked for the date of the first committee meeting. It was May 1, 2017. Mr. Smith said that the committee has covered a lot of ground in 12 months. The group agreed. Mr. Heran said that he feels Mr. Auwaerter has done a great job chairing this committee and the rest of the group agreed.

V. Adjournment

Motion: A motion to adjourn the meeting was made by Mr. Smith and seconded by Mr. Gisler. The motion carried unanimously.

The meeting was adjourned at 1:00 p.m.

DRAFT

D'AGRESTA / FSBA - Florida School Board Attorneys Association			
v	DESCRIPTION	HOURS	COST
2/14/18	Prepare e-mail to S. Frost regarding attendance at FSBA conference	0.10	\$17.00
2/23/18	Attend FSBA conference in ORLANDO	6.50	\$1,105.00
2/24/18	Attend FSBA conference in ORLANDO	4.20	\$714.00
3/8/18	Prepare e-mail to M. Rendell and Cabinet regarding summary of FSBA conference	2.90	\$493.00
4/4/18	Prepare e-mail to S. Frost regarding FSBA conference	0.20	\$34.00
5/13/18	2018 Annual Dues for Indian River County from FSBA		\$690.00
6/7/18	Travel to ST AUGUSTINE for FSBA Conference	2.00	\$340.00
6/8/18	Attend FSBA conference in ST AUGUSTINE	9.40	\$1,598.00
6/9/18	Attend FSBA conference in ST AUGUSTINE; travel from ST AUGUSTINE	6.00	\$1,020.00
6/9/18	Accommodations for attendance at the FSBA Conference in ST AUGUSTINE (6/7/2018 - 6/9/2018)		\$426.76
6/9/18	Travel to/from FSBA Conference in ST AUGUSTINE (208 miles)		\$112.32
8/10/18	Refund Overpayment of FSBA 2018 Annual Dues		-\$240.00
8/22/18	Attend phone conference with FSBA regarding Hope Scholarship implementation	2.40	\$408.00
8/24/18	Travel to PENSACOLA for FSBA conference; attend FSBA conference	12.20	\$2,074.00
8/24/18	Travel to/from FSBA Conference in PENSACOLA - Rental Car (\$108.37) and Fuel Expense (\$65.00)		\$173.37
8/24/18	Accommodations for attendance at the FSBA conference in PENSACOLA		\$168.19
8/25/18	Attend FSBA conference in PENSACOLA; travel from PENSACOLA	8.00	\$1,360.00
9/7/18	Review information from FSBA conference and prepare summary of portions for School Board	0.90	\$153.00
9/28/18	Prepare e-mail to S. Frost regarding FSBA conference	0.60	\$102.00
11/1/18	Travel to ST PETERSBURG for FSBA conference	2.00	\$340.00
11/2/18	Attend FSBA conference in TAMPA	8.20	\$1,394.00
11/3/18	Attend FSBA conference in TAMPA; travel back from St. Petersburg	6.00	\$1,020.00
11/3/18	Travel to/from FSBA Conference in TAMPA (214 miles)		\$115.56
11/3/18	Accommodations for attendance at the FSBA Conference in TAMPA		\$368.84
11/9/18	Prepare summary of FSBA conference for Board	1.30	\$221.00
	TOTAL 2018 FSBA EXPENSE	72.90	\$14,208.04

Source: SDIRC Public Records - Retainer Files

Compiled by: Claudia Wahl

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D'Agresta	Amount	Hours	# Travel Days
Jan-18	\$22,843.95	125.0	6
Feb-18	\$22,997.19	113.7	7
Mar-18	\$22,928.29	159.9	6
Apr-18	\$23,710.04	178.5	9
May-18	\$24,163.54	167.1	7
Jun-18	\$23,271.80	157.0	6
Jul-18	\$22,840.02	129.9	6
Aug-18	\$23,018.26	172.4	8
Sep-18	\$23,123.14	136.0	9
Oct-18	\$22,897.59	153.1	7
Nov-18	\$23,451.98	145.6	8
Dec-18	tbd	tbd	tbd
Total	\$ 255,245.80		
Monthly Avg		148.9	
Total Travel Days			79

Source: SDIRC Public Records - Retainer Files

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School District	School Board Attorney	Attorney Location	Outside School District	Travel Radius (mi)
Alachua	David M. Delaney	Gainesville, Alachua	No	
Baker	Johnathan W. Oliff	Jacksonville, Duval	Yes	60
Bay	Franklin R. Harrison	Panama City, Bay	No	
Bradford	John Cooper	Starke, Bradford	No	
Brevard	Howard Bistline	Cocoa, Brevard	No	
Broward	Barbara J. Myrick	Ft Lauderdale, Broward	No	
Calhoun	J. David House	Blountstown, Calhoun	No	
Charlotte	Michael R. McKinley	Punta Gorda, Charlotte	No	
Citrus	Robert Wesley Bradshaw	Inverness, Citrus	No	
Clay				
Collier	Jon Fishbane	Naples, Collier	No	
Columbia	Guy W Norris	Lake City, Columbia	No	
Dade	Walter J Harvey	Miami, Dade	No	
DeSoto	Eugene E Waldron Jr	Arcadia, DeSoto	No	
Dixie	Jennifer Ellison	Cross City, Dixie	No	
Duval	Karen Chastain	Jacksonville, Duval	No	
Escambia	Donna Sessions Waters	Pensacola, Escambia	No	
Flagler	Kristy J Gavin	Staff Attorney	No	
Franklin	Barbara S Sanders	Apalachicola, Franklin	No	
Gadsden	Deborah S Minnis	Tallahassee, Leon	Yes	140
Gilchrist	Susan M Seigle	Gainesville, Alachua	Yes	66
Glades	Michael R. McKinley	Punta Gorda, Charlotte	Yes	128
Gulf	Charles A Costin	Port St Joe, Gulf	No	
Hamilton	James Estes Willingham Jr	Jasper, Hamilton	No	
Hardee	Michael R. McKinley	Punta Gorda, Charlotte	Yes	102
Hendry	Michael R. McKinley	Punta Gorda, Charlotte	Yes	160
Hernando	Dennis J Alfonso	Dade City, Pasco	Yes	48
Highlands	John K McClure	Sebring, Highlands	No	
Hillsborough	James Porter	Tampa, Hillsborough	No	
Holmes	n/a			
Indian River	Suzanne D'Agresta	Orlando, Orange	Yes	213
Jackson	Frank E Bondurant	Marianna, Jackson	No	
Jefferson	Opal McKinney-Williams	Tallahassee, Leon	Yes	50

Lafayette	Leenette W McMillan	Mayo, Lafayette	No	
Lake	Stephen Johnson	Leesburg, Lake	No	
Lee	Brian A Williams	Staff Attorney	No	
Leon	John Jeffry Jeff Wahlen	Tallahassee, Leon	No	
Levy	David M Delaney	Gainesville, Alachua	Yes	50
Liberty	J David House	Blountstown, Calhoun	Yes	8
Madison	George T Tom Reeves	Madison, Madison	No	
Manatee	Patricia A Petruff	Bradenton, Manatee	No	
Marion	Steven Lake	Staff Attorney	No	
Martin	Robert L Kilbride	Stuart, Martin	No	
Monroe	Dirk M Smits	Islamorada, Monroe	No	
Nassau	Leonard T Hackett	Jacksonville, Duval	Yes	90
Okaloosa	C Jeffrey McInnes	Fort Walton Beach, Okaloosa	No	
Okeechobee	Thomas W Conely III	Okeechobee, Okeechobee	No	
Orange	Diego Rodriguez	Staff Attorney	No	
Osceola	Suzanne D'Agresta	Orlando, Orange	Yes	44
Palm Beach	JulieAnn Rico	Palm Beach, Palm Beach	No	
Pasco	Dennis J Alfonso	Zephyrhills, Pasco	No	
Pinellas	David Koperski	Staff Attorney (Board)	No	
Polk	C Wesley Bridges II	Staff Attorney	No	
Putnam	James L Padgett	Palatka, Putnum	No	
St Johns	Frank D Upchurch III	St Augustine, St Johns	No	
St Lucie	Daniel B Harrell	Ft Pierce, St Lucie	No	
Santa Rosa	Paul R Green	Milton, Santa Rosa	No	
Sarasota	Arthur S Hardy	Sarasota, Sarasota	No	
Seminole	Serita Beamon	Sanford, Seminole	No	
Sumter	Felix M Adams	Bushnell, Sumter	No	
Suwanee	Leonard J Dietzen III	Tallahassee, Leon	Yes	164
Taylor	n/a			
Union	T Daniel Webb			
Volusia	Michael G Dyer	Staff Attorney	No	
Wakulla	n/a			
Walton	Ben L Holley	Crestview, Okaloosa	Yes	68
Washington	Jeff Goodman	Chipley, Washington	No	

Source:

<https://fsbaa.com/district-contacts>

Student Enrollment	School Board Attorney	Attorney Location	Salary Schedule	
29,764	Brian Moore	Staff Attorney	\$89,095 - \$102,412	https://fl02219191.schoolwires.net
5,041				
28,076				
3,196	Amy Envall	Staff Attorney	\$145,000 - \$160,000	http://documents.brevardschools.net
73,524				
271,956				
2,220				
15,901	David D'Agata	Staff Attorney		https://www.oneclay.net/domain/131
15,542				
37,521				
46,832				
10,181				
354,840				
4,834				
2,178				
129,583				
40,292				
13,017				
1,300				
5,313				
2,663				
1,666				
1,963				
1,639				
5,203				
7,335				
22,445				
12,405				
217,072				
3,267				
17,792				
6,646				
713				

1,215				
43,174				
93,221				
34,268				
5,570				
1,413				
2,766				
48,952				
43,119	Paul D. Gibbs	Staff Attorney	\$105,287 - \$141,511	https://www.marionschools.net/domain/145
18,971	x			
8,485				
11,868				
31,683				
6,406				
204,837			\$113,011 - \$166,902	https://www.ocps.net/UserFiles/Servers/Serv
65,982	Frank Kruppenbacher			
193,460				
73,682				
101,824	Laurie Dart	Staff Attorney (Superintendent)		
104,136			\$124,835 - \$166,590	http://www.polk-fl.net/jobdescriptions/pdf/0
11,150				
40,189				
40,848	Jonathan A Ferguson	Staff Attorney	\$104,681 - \$126,972	https://www.stlucie.k12.fl.us/////pdf/Job-Des
27,995				
42,901				
67,915				
8,648				
6,119				
2,846				
2,319				
62,977				
5,179				
9,472				
3,348				

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From: [Rosario, Jacqueline](#)
To: [Esplen, Nancy](#)
Subject: Fwd: Transportation Survey 2 backup
Date: Friday, January 11, 2019 3:33:44 PM

Educationally yours,

Jacqueline Rosario
School Board Member, District 2
School District of Indian River County
Office - 772.564.3043
Mobile – 772.925.2310
District Office – 772.564.3000
www.indianriverschools.org

Our Vision: Educate and inspire every student to be successful.

Our Mission: To serve all students with excellence.

Our Strategic Plan focus: Home-School-Community

Under Florida’s “Public Records” law, absent a specific exclusion, written communications to or from the School District of Indian River County employees are considered public records. E-mail communication with this correspondent may be subject to public and/or media disclosure upon request.

From: Rendell, Mark
Sent: Thursday, January 10, 2019 4:56:41 PM
To: Barenborg, Teri; D'Agresta, Suzanne; Esplen, Nancy; Justice, Tiffany; Maddux, Cristen; OWENB; Rendell, Mark; Rosario, Jacqueline; Schiff, Mara; Zorc, Laura
Cc: Teske, Jon
Subject: FW: Transportation Survey 2

Hello Board Members,

Several of you have asked for more information about the transportation survey and holdback of funds from the Department of Education. I asked Mr. Teske to compile a timeline and other relevant information for you regarding the issue. His timeline and other information is below.

Please feel free to contact me with any questions.

Thank you.

Mark J. Rendell

Superintendent

School District of Indian River County

(772) 564-3150 (office)

(772) 204-3887 (mobile)

From: Teske, Jon
Sent: Thursday, January 10, 2019 2:14 PM
To: Rendell, Mark <Mark.Rendell@indianriverschools.org>
Subject: Transportation Survey 2

Dear Sir,

In response to Mrs. Zorc, School Board Chair Person and other Board Members requests regarding the Transportation Survey 2, Oct. 8-12, 2018. I met with Jennifer and Greg to establish a timeline. Below you will find background information on reporting procedures, a timeline of events, an action plan and supporting documents to the topic and questions (provided to Nancy Esplen):

Ms. Idlette became Director of Transportation on July 1, 2016, transportation was included in the districts funding audit in August 2016, reviewing student ridership for 2015-2016. Routing personnel acclimated Ms. Idlette to the FEFP reporting procedures previously adhered to and Ms. Idlette also had access to previously submitted FEFP certification letters from the previous director to utilize as a guide. Ms. Idlette continued to practice the reporting process utilizing the procedures already set in place prior to her arrival.

EXISTING REPORTING PROCEDURES

- During survey weeks, each bus driver takes attendance
- Drivers record which students rode the bus (AM & PM) during the designated survey period.
- Routing specialists enter attendance information from driver's forms into the guardian code field of edulog. Once finalized, IT Department is informed of completion.
- IT Department accesses an edulog (Transportation routing software) report to produce the survey file that transmitted to the State for the survey.
- IT Department retrieves validation/error reports from the State that indicates any data anomalies.
- IT Department informs Transportation of student demographic errors noted so corrections can be made prior to submission
- Student demographic errors are corrected by routing specialists, IT verifies the State's validation/error reports no longer contain errors.
- IT Dept. receives the Static FEFP Transportation Fiscal Report from the state and sends it to the Director of Transportation
- Categorical data is then retrieved from report #F63499 & used to complete the mandatory FEFP certification letter which is then submitted to the state by designated deadline.

During the 2015-2016 audit exit interview, 73 students randomly selected for review; yet only 29 were identified on the drivers attendance report for the survey week. After review of the driver's documentation, the finding was agreeable, and adjustments were made accordingly.

- 3/2018, transportation was included in the districts audit process once again with specific review of Survey 2 (October) & 3 (February) of 2016-2017.
- 3/20/2018, during the audit exit interview Ms. Idlette was informed of the random selection of 439 student ridership's that were reviewed. Transportations documentation indicated only 343

of those sampled rode the bus (see attached). The finding was accurate, and adjustments were made accordingly once again. Beyond the exit interview, transportation was baffled as to this occurrence. The routing manager and Ms. Idlette pulled driver survey sheets and checked guardian code entries to verify attendance codes entered held in the system; which transportation was able to confirm they did. Beyond this stringent review is when Ms. Idlette began to question how the data was set to be filtered through the IT Department.

- 4/18/18, Ms. Idlette sent an email to our FEFP IT contacts requesting a meeting to discuss the concerns and get information on how the data was being filtered.
- 5/1/18 @ 9am, transportation shared concerns of students being indicated as riders when they actually were not. IT was able to access the edulog reporting setup, and this is when we learned that the edulog report parameters were set to pull according to the HD1 field; causing the error. When students are registered, each is assigned a HD1 code which classifies student ridership as less than or greater than a 2-mile walking distance from school/or located within a hazardous walking area. The data reflected from the HD1 retrieval, is all students registered to a school bus not students riding the bus during a specified survey week. IT Reviewed prior survey reports to show that retrieval of the HD1 file data was also utilized before the current IT FEFP team arrived in the summer of 2013.

In review, routing specialists have only used the guardian code field for ridership attendance codes. Survey 2 occurs in October, so an O is entered in the Guardian field, Survey 3 occurs in February, an F is entered, and Survey 4 occurs in June, with a J being entered. In previous years the Initial setup of IT reporting was retrieved from HD1. IT worked with edulog to modify the survey report to utilize the identified Guardian field, instead of HD1 field, when submitting for State Reporting.

REVIEW OF TIMELINE FOR OCTOBER SURVEY

- 5/17/18 email request sent for meeting to share findings, scheduled for 5/31/18
- 5/31/2018 meeting canceled, due to conflict; unable to attend
- 6/18/18 meeting rescheduled to 6/29/18
- 6/29/18 meeting canceled due to conflict in schedule, via phone discussed what was learned and measures put into place to prevent future occurrences.
- 10/ 8 – 12, Survey 2
- 10/2018, Survey #'s were retrieved according to revised edulog report with guardian code and ridership #'s reflected a decline.
- 11/13/18 meeting held in Finance Conference Room to review the findings and create an action plan to ensure accuracy with the October survey.

ACTIONS TAKEN FOR OCTOBER 2018 SURVEY 2

- An "O" was entered into the Guardian Code Field indicating October's attendance for student ridership.
- Drivers received FEFP Training a week prior to each survey.
- Drivers received attendance reports and made notations indicating which students were on board during the designated survey period (Oct. 8-12) indicating which day of the week the student rode as well as am or pm.
- At the end of the survey week attendance data was turned in to the Routing Specialists.
- Routing Specialists entered an "O" attendance code designated for the October survey period within the "Guardian Code Field" and performed a manual count.
- IT Department informed Transportation of student demographic errors noted in the system; corrections were made

- IT Dept. verified no additional errors were generating
- IT Department retrieved the Static FEFP Transportation Report querying for the O located in the guardian code field and sent to Director of Transportation
- Report received by Director of Transportation, numbers compared to manual count
- Certification letter submitted to the state

ACTION PLAN FOR FUTURE SURVEY REPORTING

- Bus Registrations sent home during school start up
- Completed Registrations turned into drivers
- Drivers submit Bus Registrations to Routing Specialists
- Routing Specialists enter the data and assign busses accordingly
- Drivers receive FEFP Training a week prior to each survey.
- Drivers receive their attendance reports and make notations indicating which students were on board during the designated survey period indicating which day of the week they rode as well as am or pm.
- At the end of the survey week attendance data is turned in to the Routing Specialists.
- Routing Specialists enter the attendance code designated for the survey period within the "Guardian Code Field" and performs a manual count.
- IT Department informs Transportation of student demographic errors noted in State validation/edit reports; corrections made
- IT Dept. verifies no student errors generating in State validation/edit reports
- IT Department is notified to retrieve the Static FEFP Transportation Report
- Report received by Director of Transportation and compared to manual count
- Certification letter verified by Assistant Superintendent of Operations and Superintendent
- Submission to state

Utilizing the action plan created beyond findings, beginning with Survey 1 of the 2018-2019 school year, data is retrieved from guardian code field according to the code assigned for the survey period. In addition, routing specialists provides a manual count as comparison to figures retrieved in the F63499 provided through the IT Dept.

Mr. Jon Teske

Assistant Superintendent of Operations
 School District of Indian River County
 (772) 564-5082
Jon.teske@indianriverschools.org

From: [Rosario, Jacqueline](#)
To: [Espen, Nancy](#)
Subject: Fwd: D#31 - Survey 2 2018-19 Transportation
Date: Friday, January 11, 2019 3:39:57 PM

Also this string of email conversations. As back up too the other two emails. Thank you.

Educationally yours,

Jacqueline Rosario
School Board Member, District 2
School District of Indian River County
Office - 772.564.3043
Mobile – 772.925.2310
District Office – 772.564.3000
www.indianriverschools.org

Our Vision: Educate and inspire every student to be successful.
Our Mission: To serve all students with excellence.
Our Strategic Plan focus: Home-School-Community

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From: Pelletier, Julianne <julianne.pelletier@indianriverschools.org>
Sent: Monday, December 10, 2018 11:20 AM
To: Rosario, Jacqueline
Subject: FW: D#31 - Survey 2 2018-19 Transportation

Ms. Rosario,
Below is the email from the DOE with the reporting error that you requested information on.

Thank you,

Juli Pelletier
Director of Finance
772-564-3056

From: Idlette, Jennifer
Sent: Tuesday, November 27, 2018 1:36 PM
To: Macdonald, Gregory <Gregory.MacDonald@indianriverschools.org>; Pelletier, Julianne <Julianne.Pelletier@indianriverschools.org>
Cc: Gamez, Aaron <Aaron.Gamez@indianriverschools.org>; Bender, Brian <Brian.Bender@indianriverschools.org>; Nigro, Kelley <Kelley.Nigro@indianriverschools.org>; Teske, Jon <JON.Teske@indianriverschools.org>
Subject: RE: D#31 - Survey 2 2018-19 Transportation

Numbers are accurate based on the F63499 report. Thank you

Jennifer B. Idlette
Director of Transportation
Indian River County School District
Phone: (772) 978-8810/Fax: (772) 978-8817
Jennifer.idlette@indianriverschools.org

Coming together is a beginning; keeping together is progress; working together is success!



"Safety first is safety always!"

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From: Macdonald, Gregory
Sent: Monday, November 26, 2018 5:31 AM
To: Idlette, Jennifer <Jennifer.Idlette@indianriverschools.org>; Pelletier, Julianne <Julianne.Pelletier@indianriverschools.org>
Cc: Gamez, Aaron <Aaron.Gamez@indianriverschools.org>; Bender, Brian <Brian.Bender@indianriverschools.org>; Nigro, Kelley <Kelley.Nigro@indianriverschools.org>; Teske, Jon <JON.Teske@indianriverschools.org>
Subject: RE: D#31 - Survey 2 2018-19 Transportation

Just a heads up on this year's transportation survey 2 data.

Greg MacDonald

Systems Administrator

Information Services

School District of Indian River County

6500 57th Street

Vero Beach, FL 32967

(772) 564-3103

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From: Ham, Kristi <Kristi.Ham@fldoe.org>
Sent: Tuesday, November 20, 2018 11:13 AM
To: Gamez, Aaron <Aaron.Gamez@indianriverschools.org>; Bender, Brian <Brian.Bender@indianriverschools.org>; Macdonald, Gregory <Gregory.MacDonald@indianriverschools.org>; Nigro, Kelley <Kelley.Nigro@indianriverschools.org>
Subject: D#31 - Survey 2 2018-19 Transportation

Good morning,

Please review all data below for accuracy. When compared to the previous year, cells with a 5% or greater difference are highlighted. Please inform if updates can be expected or if data are accurate as reported.

Survey 2 processing is currently in the amendment period with daily processing; the final amendment date is Saturday, December 15, 2018.

**Florida Department of Education
 Transportation: Number of Base Students, Weighted ESE Students, Buses
 2018-19 Survey 2
 As of 11/16/2018**

F71265

District	District Name	Category	S2 CY Compared to PY S2			
			S2 PY Final	S2 CY	Diff	%
31	INDIAN RIVER	1 BASE-STUDENTS	8,219	5,865	-2,354	-28.64*
31	INDIAN RIVER	2 WEIGHTED-ESE-STUDENTS	225	250	25	11.11*
31	INDIAN RIVER	3 BUSES	85	86	1	1.17

BASE STUDENTS = NUMBER OF STUDENTS IN TRANSPORTATION MEMBERSHIP CATEGORIES F, G, M.

WEIGHTED ESE STUDENTS = NUMBER OF STUDENTS IN TRANSPORTATION MEMBERSHIP CATEGORY L.

DEFINITIONS:

FROZEN = A SNAPSHOT OF SURVEY DATA AFTER THE CLOSE OF STATE PROCESSING THAT REFLECTS THE DATA IN A SPECIFIC FEFP CALCULATION.

CY = CURRENT YEAR DATA, THE MOST RECENT DATA AVAILABLE FOR THIS REPORT.

PY = PRIOR YEAR DATA, SHOULD REPRESENT THE MOST RECENT OR FINAL PRIOR YEAR DATA.

FINAL = FINAL DATA FOR ANY GIVEN YEAR.

* = 5% OR MORE DIFFERENCE IN PERCENTAGE.

U = UNDEFINED (DISTRICT REPORTED "0" FOR PY AND A NUMBER GREATER THAN "0" FOR CY)

Thank you

Kristi Ham

Program Specialist

PK-12 Education Information Services

850-245-0982 Office



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Quick statistics

Survey 462897 'School Start Times Survey 2017'

Results

Survey 462897

Number of records in this query:	571
Total records in survey:	571
Percentage of total:	100.00%

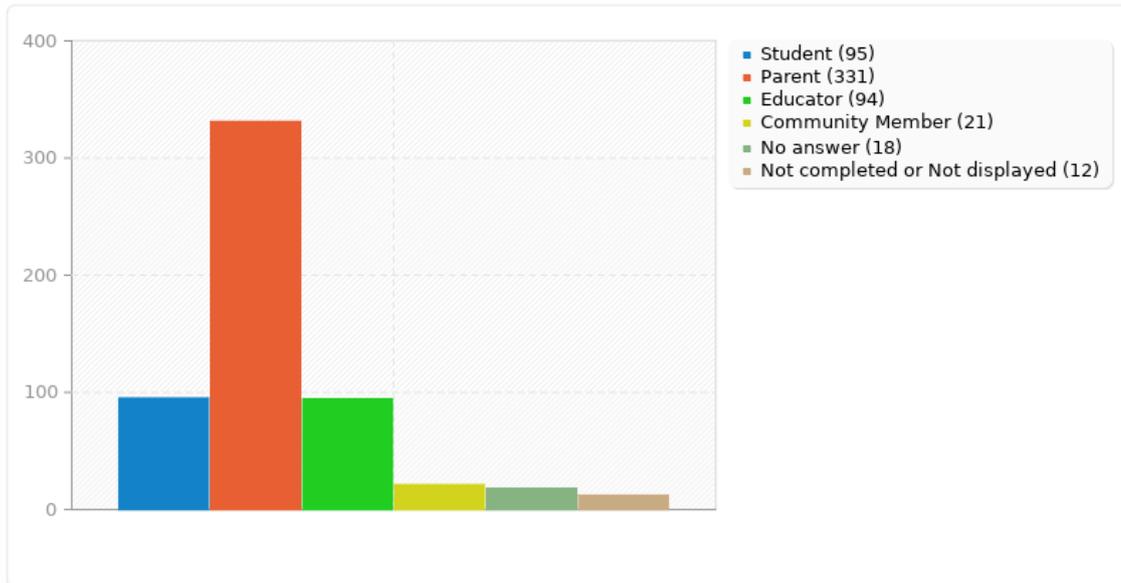
Field summary for Q1

Select your role:

Answer	Count	Percentage
Student (A1)	95	16.64%
Parent (A2)	331	57.97%
Educator (A3)	94	16.46%
Community Member (A4)	21	3.68%
No answer	18	3.15%
Not completed or Not displayed	12	2.10%

Field summary for Q1

Select your role:



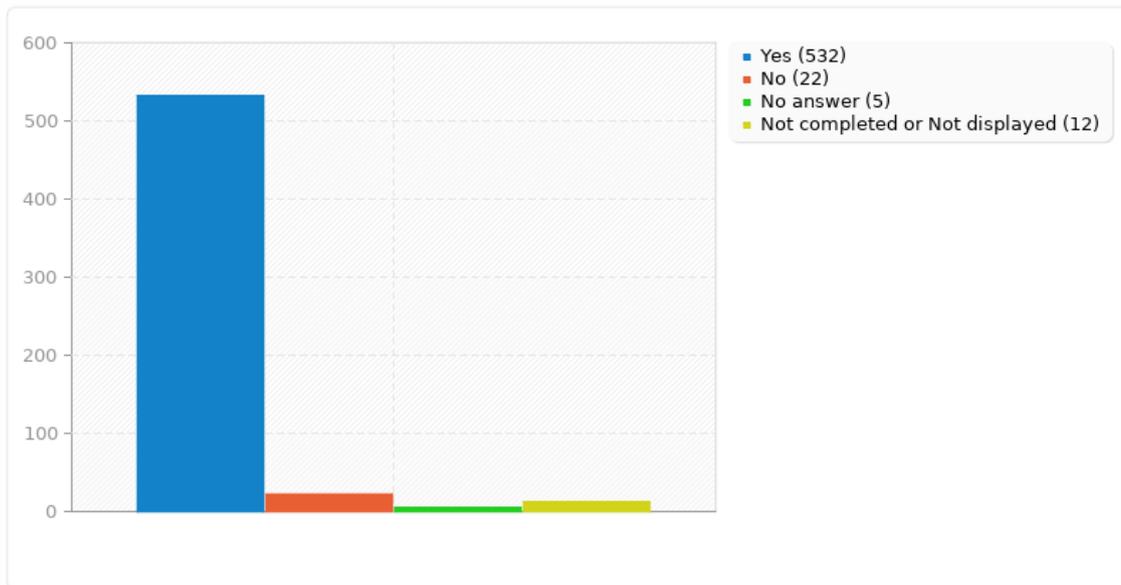
Field summary for Q2

Have you reviewed the School Start Time presentation available next to this survey on the district website? If not [Click Here](#) to view the presentation.

Answer	Count	Percentage
Yes (Y)	532	93.17%
No (N)	22	3.85%
No answer	5	0.88%
Not completed or Not displayed	12	2.10%

Field summary for Q2

Have you reviewed the School Start Time presentation available next to this survey on the district website? If not Click Here to view the presentation.



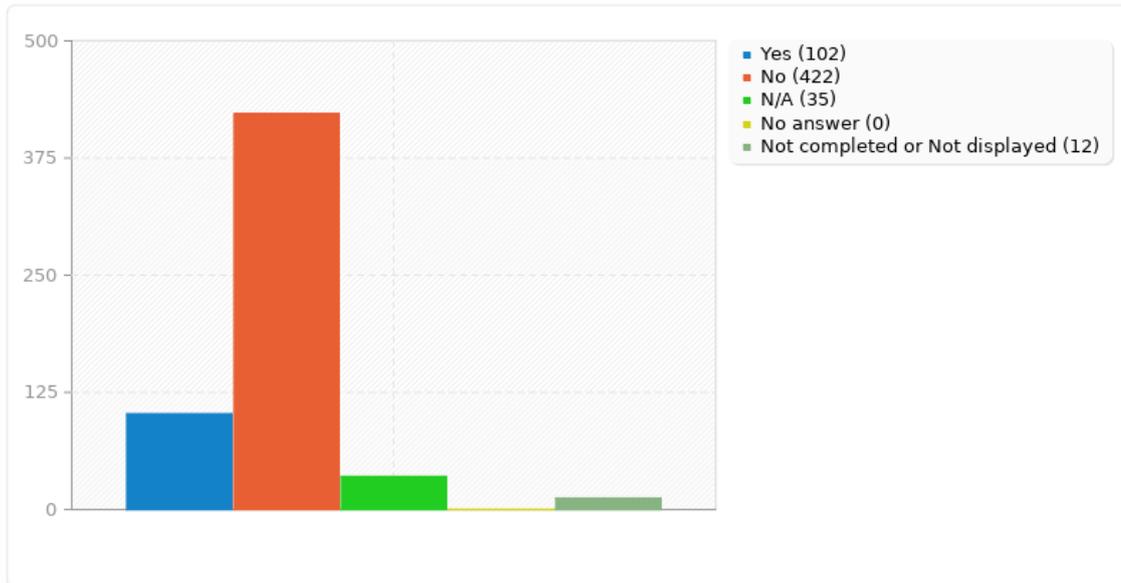
Field summary for Q3

Did your opinion change after reading the presentation?

Answer	Count	Percentage
Yes (A1)	102	17.86%
No (A2)	422	73.91%
N/A (A3)	35	6.13%
No answer	0	0.00%
Not completed or Not displayed	12	2.10%

Field summary for Q3

Did your opinion change after reading the presentation?



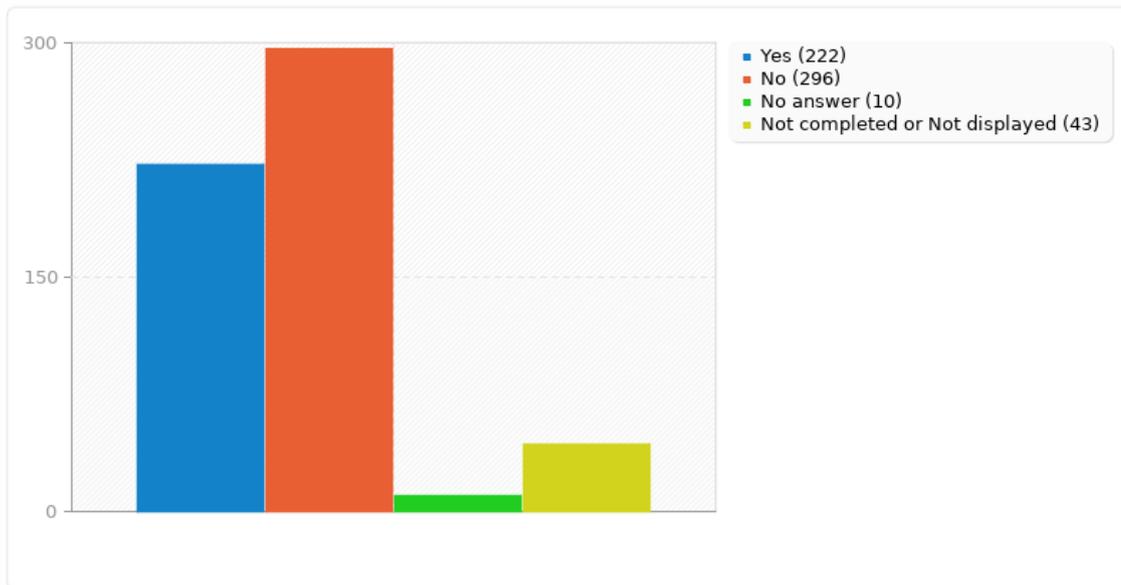
Field summary for Q4

Would you support the School District of Indian River County in changing the school start time to "Option 1?"

Answer	Count	Percentage
Yes (Y)	222	38.88%
No (N)	296	51.84%
No answer	10	1.75%
Not completed or Not displayed	43	7.53%

Field summary for Q4

Would you support the School District of Indian River County in changing the school start time to "Option 1?"



Field summary for Q5

If yes, why do you support "Option 1" as the new school start time? Select all that apply.

Answer	Count	Percentage
Medical research (SQ001)	165	28.90%
More accommodating to my schedule (SQ002)	75	13.13%
More accommodating to my job hours (SQ003)	49	8.58%
Safer for my student(s) (SQ004)	58	10.16%
Safer for my child(ren) (SQ005)	76	13.31%
Other	40	7.01%
Not completed or Not displayed	43	7.53%

ID	Response
18	Younger kids wake earlier and perform better in AM; adolescents need their sleep
75	Beneficial for high school students. Attendance will be higher in high school.
244	best options for successful academic and extra-curricular progress of students
253	I moved from viera and I love the school hrs. It's the same as the proposal for next year. Kids have time to relax and be kids.
264	Better for my child's health and school performance.
313	I have one more year of Elementary school otherwise I would vote no.
322	ridiculous!
332	seriously, even this survey is flawed. This is better for all students whether it impacts my schedule or not!
368	sleeping hours
385	My middle schooler will get more sleep instead of getting up at 5:30am.
413	I have always said elementary should start earlier. The kids naturally wake up early
428	better for my highschooler
454	High-school aged Students are best served by a later start to their day (data/research proven) + 10plus years of favorable results from counties in South Florida
478	I know for a fact my child is alert by 700am its ridiculous we have to wait until 845 to start school he gets tired waiting around. Also i have declined jobs because of the late start time.
491	Less time after school unattended for middle and high school students while elementary have aftercare available.
567	The purpose should be what is BEST for students and give the opportunity for the most successful learning.
604	My kids will be able to get more adequate sleep.
626	They'll get more sleep
627	The schedule has worked for 16 years, why change it.
631	I'll be able to focus in school and get a better sleep because if I don't get a good nights rest in high school then I get bad grades
651	Kids get beeter sleep
655	In the long term it would be good for our family. However, the next 2 school years will be a bit of a struggle as our last child finishes elementary as she is not an early riser. I guess she will adjust to the early wake up call.
664	great for AP students (I'm in the top 3 of my class and do ECs so getting more sleep towards the morning will help!
672	better sleep for the kids
679	leave time as is
777	Would support, but too early for Elementary.
778	keep school time as is
800	Allows for more sleep which is really helpful because some students stay up really late doing homework

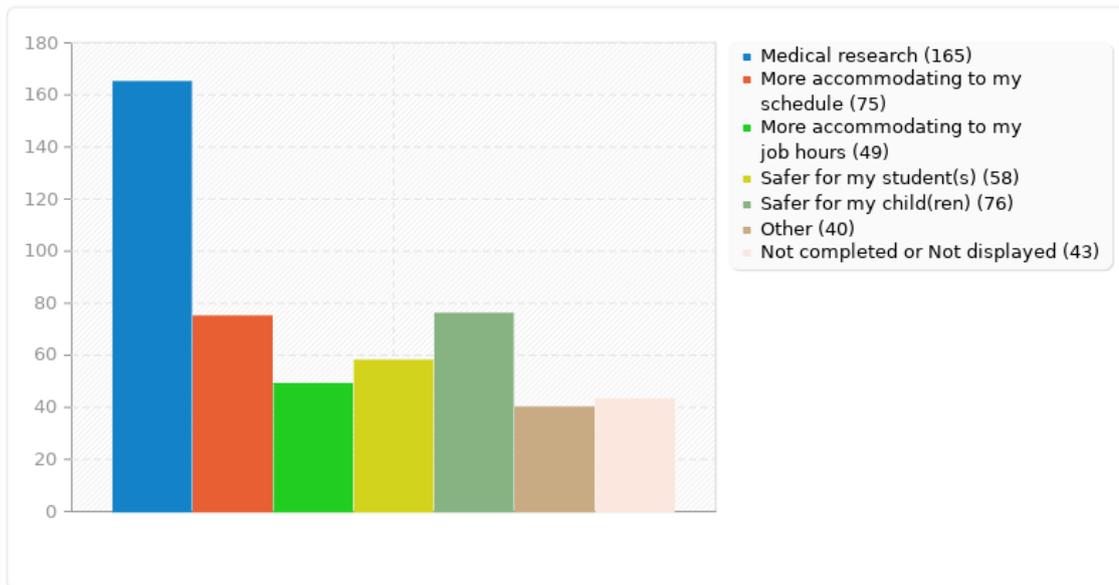
Quick statistics

Survey 462897 'School Start Times Survey 2017'

833	leave school time as is
936	More sleep
966	elementary kids do better in the morning
985	I can get more sleep to help me focus
1020	Better sleep
1021	I would get more sleep
1025	not safe for kids
1039	My kids will get better sleep with this schedule.
1092	Sleep
1101	The natural biorhythm of high school students
1114	please leave time as is
1120	It will give me more time to get ready for school and it will allow

Field summary for Q5

If yes, why do you support "Option 1" as the new school start time? Select all that apply.



Field summary for Q6

If no, why do you not support "Option 1" as the new school start time? Select all that apply.

Answer	Count	Percentage
Unavailable Childcare (SQ001)	113	19.79%
Lack of before/aftercare programs (SQ002)	97	16.99%
Does not accommodate my job hours (SQ003)	152	26.62%
Does not accommodate my schedule (SQ004)	160	28.02%
Not safe for my child(ren) (SQ005)	138	24.17%
Not safe for my student(s) (SQ006)	73	12.78%
Other	88	15.41%
Not completed or Not displayed	43	7.53%

ID	Response
8	Older siblings will not be able to pick up younger siblings while parents work
37	Not safe for little ones who are watched by their siblings, not enough time for homework and after school activities for high school students
38	Student Transportation/After School Activities/Sports
53	Too early for Pre-K, and K
61	Starting later and staying longer wastes the day hours necessary for personal appointment such as doctor or banking appointments. It is difficult enough to make these appointments after school and so many need to take a day off work in order to be seen.
80	Statistical analyse of the theory behind the switch in times based on age and sleep needs is utterly incomplete. Adjusting start times makes no guarantee of children performing better because no one can control/predict/or analyse the variable in the equation and that is parents enforcing bed times and doctor recommended amount of sleep based on age. So if you are unable to ensure how much sleep a child gets, how is altering school times effective? It is not. Each child enrolled in the district is a unique case.
86	Child has autism change in schedules can cause meltdowns
115	Insane
116	your data is skewed on the start times for other district you gave HS
119	This will make for an extremely long day for my elementary child
122	Less supervised Homework time for MIDDLE. Will have to stay up later to finish
144	I don't agree with the research on time effects. I have a elementary age child and new schedule is more convenient for a job but not for rest and ready. Middle and HS age need to put electronics down and go to bed! The hours now are prepping for adulthood. Enabling a kid to continue poor habits with late start.
170	elementary should start 1st middle school starts 2nd /high school 3rd
172	After school activities would be interrupted and employment as well.
182	To early for the age.
194	The teacher extra hours would HAVE to be before school NOT after
214	Not Safe For Smaller Kids
226	Too early for my child to be adequately prepared to learn and have a good day.
229	Times have worked for my children in past so I don't see a need to change
236	My middle school child will not be able to participate in his year round swim team that is located in st Lucie county
243	too early for elementary
248	would not have enough time to do anything
249	Does not accommodate high school students schedule
251	high school students after school activities and jobs and homework time
273	Not good for high school students involved in extra-curricular activities such as band. My daughter prefers option 3

Quick statistics

Survey 462897 'School Start Times Survey 2017'

295	To early for elementary
301	Too late for HS students with jobs, sports
319	young kids will be falling asleep in class
330	Loss of time before school for enrichment/remediation programs
343	Worst thing this District could do.
354	my elementary students do not get up that early. They sleep 8:30 - 7:30
371	School dismissed too late for after school activities. Part time jobs, club meetings, athletic activities
391	Not realistic when teaching HS students responsibility of real work situations.
393	I have 3 teenage boys and no matter how late they need to be at school, they will still stay up late and be tired in the morning. That's the life a teenager. Having a later start time does not prepare them for the real world. High school should be getting them college and career ready and not starting class until 8:30 is not accomplishing that. Also, it affect after school activities. As it is my youngest son is in band until 9:00pm 2 nights a week. Getting out of school over an hour later pushes back after school rehearsals and practices. Keeping him out evern later in the evening.
394	Cost of after school care when I would normally have a High School home first to get from bus and to watch
395	This will cuase problems with Middle School Athletics
403	How would they dual enroll
414	Option 3 Seems More Age Appropriate
425	Too late an end time for middle school - - ALLL students should start at 9:00 and end at 3:00 - - find the money for busses
429	Not enough time after school for high school
460	Elementary kids are to little to get up that early
474	It would be a good idea for smaller school kids but not high school kids it would make them lazier and not getting them ready for college and adult life today age jobs due requires early schedules and some of the college classes also how can you get them to be a young responsible adult this will not work for they future
476	too early for elementary, and for middle school, parents need to be at work before 9, and children won't have supervision
477	Too early for elementary students who also need sleep
504	After school activities for middle school - sports, music lessons, etc
555	Too early for elementary
558	Does not take into account the time required for high school students to participate in extracurriculars and jobs. During the college application process, it is made clear by the colleges that teh difference between many students being admitted to schools or denied is their extracurriculars. Pushing the end time of high school all the way back to 3:20 will not allow students with a challenging course load to complete their homework and engage in extracurriculars. I strongly disagree with the late start time for high school.
584	Does not allow older children to participate in after school activities, allow enough time for homework, and all other things in life.
620	Oscuridad para esperar el camión.
636	too early for child to get up
643	My children have jobs and community service after school. This is ridiculous.
670	Not good for family values
675	It's Not Necessary It Will Take Away After School Activities and giving less time for children to do after school activities
677	Does not accommodate parents job hours
679	not safe for my daughter home alone
694	how am i supposed to afford aftercare bc i will have a high school student next year and three younger siblings who will be in middle and elementary schools. I can't afford aftercare for my younger children. Plus this is not convenient for my schedule as a single parent.
704	Entirely too early for young children
705	the most asinine thing i've ever heard!!!
716	Time Gap between Elem & Middle drop & p/u

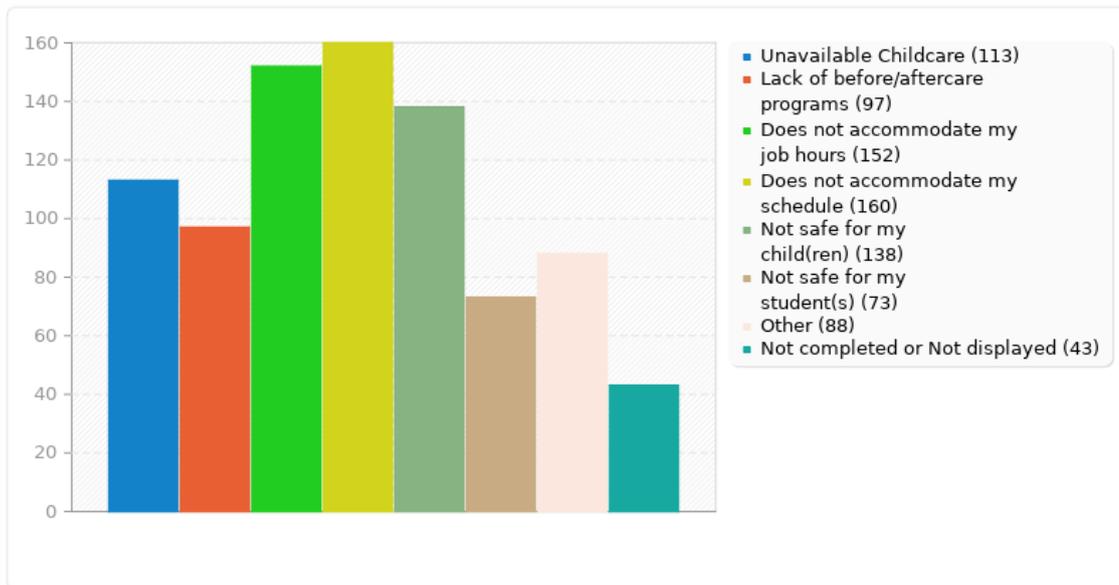
Quick statistics

Survey 462897 'School Start Times Survey 2017'

718	I feel the time is too early for elementary to start.
743	children have to learn now that they need to adjust their sleep schedule to their job. That is what adults do! Aren't we teaching them to be adults?
744	After school activities will start later causing later bedtimes due to homework
747	Before and aftercare is not affordable to households with multiple children
753	too long of a day for my 5 year old, my high school student would not be able to pick up my elementary student; therefore, I would have to pay for childcare
755	Not necessary
757	Good enough with current schedule
778	I cant leave my middle school daughter home alone
794	Who will get the kids off the bus? While the guardian is at work
813	Not good for students
819	Too early for elementary children. They would also be eating lunch too early and not get dinner until off work
833	leave time as is please
842	Some parents rely on their children that are in junior high and high school to watch the younger children if you change the timeline where they get off later there is serious problems going to be happening will have more latchkey kids Indian River County that should not be
847	Too early for young children
904	In my eperience, elementary students already have a hard time getting up for school which begins at 8:30. So with a start time of 7:50, they are going to struggle even more.
908	No one will be home to bring my son the bus stop, which is .6 miles away from our house
922	As a parent I would like to ensure that my child leaves safely for school. If the start time is later I will not be able to ensure that.
927	Just too early for elementary school age children to have to wake up and be ready for school. Concerned that they will not be getting enough sleep
932	This survey is bias-why even have one when you have already decided.? The parents, students and most educators that actually teach the kids don't agree with this!
944	gets done later
962	Another poor choice from this District.
1004	too early for kids
1012	After school activities will be affected.
1025	no morning care for middle school
1031	Too long of a day for elementary students. By the time parents get off work they will have been at schools for 10 hours. That's too long for 5 year olds
1105	As an Elem school teacher with a Middle school child, how do I go to work, but still provide drop off to middle school that starts later without anybody else to provide drop off?
1107	Easier to get homework done earlier in the day
1114	please leave time as is
1115	I don't agree with elementary students starting so early

Field summary for Q6

If no, why do you not support "Option 1" as the new school start time? Select all that apply.



Field summary for Q7

Additional Comments:

Answer	Count	Percentage
Answer	196	34.33%
No answer	325	56.92%
Not completed or Not displayed	50	8.76%

ID	Response
5	Having a later start time will not "train" the students in having to wake up early for work; some jobs require waking up early to open the business or the jobs time is just early. In the work force bosses or owners of the business wont change opening and closing times because their employee is tired. If an employee is tired and does not complete their job requirements they are simply warned and then later terminated. Waking up early conditions high school students with the responsibility of setting an alarm and getting to bed at a decent hour in order to get the necessary amount of sleep needed. I believe Indian River County school system tends to surround their students in a suit of comfort and protection when life after school is just the opposite. With this accommodation it just affects the students in a positive way, but only for a short while and then after that they just wont have the life skills necessary to carry with that responsibility .
16	After reading the research provided and taking a look into other district start times this option is clearly a better choice for many reasons. Also, as an elementary school teacher (kindergarten) my students are exhausted by 2:00pm and can not focus well on work after this time. Thank you for addressing this matter!
17	As a newer parent to Indian River county school district I was taken back by the later start for Elementary school students. In our old county Elementary school children started early and finished early. I love this new plan to be effective for Indian River next year! Sleep based research supports this schedule for younger children.
18	I am incredibly happy to see Indian River County striving to change the school start times. Please perservere in pushing this through the board. Yes parents and after school activities will have to adjust. Life is full of change. You do what you know until you know better...then you do better.
19	This is the best solution for all students.
21	I can't believe that you would have the elementary kids start before 8 and my middle school child won't start until after 9. I am very upset. Who is going to pay for the before care of my child? Who is going to ensure that she gets to the bus stop safely? I have to be at work by 8am. Does your boss like you being late by over an hour?
30	As a parent and teacher in the school district I am no longer going to be able to get my children to their school of choice. I will have to take them out of their middle school to their zoned school. Are you offering before care for middle school to accommodate parents' jobs?
37	I believe the times need to change. However if you bumped everyone up 30 to 40 minutes this would solve the issue and not pose so many other problems.
38	High School students do not only participate in school offered sports, clubs and other activities, which the start times can be restructured by the school(s) in order to facilitate the later release time. Many high school level students also have after school jobs, attend college classes, and play competitive sports outside of school. The scheduled times for these outside activities and obligations may not be flexible.
41	Elementary students are late for school now which starts now at 8:45. I think it is going to be worse if they have to be to school at 7:50. Elementary students will be

- 42 home alone and at the bus stop when it is dark in the morning.
- 48 Thank you to all those who worked at bringing this change forward.
- 53 The schedule should be left alone. This would upset and disrupt so many people's lives and schedules. The high school kids need to be responsible enough to get the right amount of hours of sleep and get prepared for the real world.
- 56 Not safe for elementary students to walk in dark to bus or school. Too long a day for elementary students that have parents that must work and can not pick up students until after work. This could be a 10 plus hour school day for elementary students whose parents work. Or the elementary child could be home alone an extra hour every day because of the early start time. The elementary students our pre-k 4 year old to 10 year old children are the most vulnerable population. This is NOT the right change for them!
- 59 Asking small children to be up, ready, fed, and at school by 750 is ridiculous, you are trying to solve the problem of high school starting too early by creating another problem.
- 61 I am STRONGLY opposed to this proposed schedule and have NO WAY to get my child to middle school that late! What do you expect working parents to do????????? Very angry about this!!!!!!!!!!!!!!
- 62 Parents should be in charge of their children and actually have them go to sleep at a reasonable hour without tv, computers, ipads or anything else in their bedrooms that would interfere with their children actually sleeping.
- 66 I teach ESE middle school student's, removing them from their current routine would only hinder their learning. I would prefer for my students to come to school willing and ready to learn, and I believe that if we would be allowed to keep our current schedule that would be most beneficial to my current/future student's.
- 75 Would agree except for the Middle School hours being where the children would have to get themselves up and get to the bus stop by themselves when parents are to work by 8:00. Some kids get dropped off at the bus stop as they are on main roads that are unsafe to cross, etc. Also, relying on children to get up and to the bus would result in lower attendance rates as they would not make it to school relying on themselves the majority of the time.
- 81 Research supports this schedule. The board should do what is best for students!
- 86 More learning will take place in high school if students can start later. They will be more alert.
- 89 This will cause huge problems with children with autism. I would have to start during the summer to get him usr to this.
- 105 Too early for young children to be awake at to be prepared for school. Earlier wake up to eat, get dressed and get to school. Kids will be exhausted. Most parents will not be getting children to bed earlier enough the night before.
- 115 High school students will not be able to get any after school employment ensuring they begin to experience life as a meaningful member of society.
- 116 Way to early of a school day for elementary age, too long of a day for them.
- 116 Do you ever consider the parents that work 2 jobs? Older students work?
- 116 Here is an analysis for FSA LA scores for top districts. Clearly there is not trend for high performers other than high school. In addition, parents need to have their kids in bed to get the correct amount of sleep. Most problems begin at home. Maybe we can change the start times for all workers in the US so nobody is late. Kids don't get to pick there parents but that is normally the core problem.

"Grade 3-10
 FSA English Language Arts
 % Level 3 or Above" START TIMES
 District Number District Name 2015 2016 HIGH SCHOOL MIDDLE
 ELEMENTARY
 0 STATEWIDE 0.52 0.52 NA NA NA
 55 ST. JOHNS 0.73 0.73 9:15 7:50 8:30
 58 SARASOTA 0.66 0.65 7:30 9:30 8:30
 57 SANTA ROSA 0.65 0.64 9:00 8:30 7:45

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46 OKALOOSA 0.63 0.62 7:15 8:15 8:30

45 NASSAU 0.62 0.62 9:00 9:00 7:45

59 SEMINOLE 0.62 0.6 7:15 9:15 8:30

66 WALTON 0.57 0.59

60 SUMTER 0.59 0.59

5 BREVARD 0.6 0.59 8:45 9:30 8:00

- 124 My child's bus stop is almost a mile walk from our house and I have to be at work 8am (leave at 7am). Single parent. She is only 11 and scared to walk alone (no other children live on our street) also she is worried to stay home alone.
- 126 Just because it's not popular with the parents doesn't mean it's not right for the kids.
- 127 I do not feel that elementary age children should be up waiting for school busses in the dark it is not safe at all for them!! What is going to happen to middle school sports and extra curricular activities?? I understand the research but if anything I feel the start times should be middle school, elementary and then high school!!!
- 142 Make this change for the students! It did not matter what time my parents made me go to bed, I couldn't sleep. I remember falling asleep in my first period class. If you can't make the time changes, maybe you could offer a floating period for high school students. Sleep deprivation in high schoolers is real. I would be willing to bet you would see grades go up and fewer drop out.
- 158 I think option 1 is a great idea
- 164 If later times for high school students is best...why are they not starting at the latest time?
- 170 treasure coast elementary morning traffic is a major issue on 510 curve by vero lake estates its a nightmare really with the high school traffic and 512 /66th ave someone is really not thinking ...how soon before the widening of 510? Better bus stops / street lights are needed in vero lake estates to kids safety - vero lake estates has become the forgotten village for safety- school board tell traffic division YOU want the Children of OUR Village safety
- 172 Leave it alone please!
- 173 Leave it how it is
- 182 It's bad enough with all the testing and now you want to start school earlier. NO !!!!
- 187 Seems to me move that will improve attendance and results the most would have high school starting after middle school.
- 206 Great times only question will there be any financial aide for aftercare?
- 208 These times are not convenient for parents that work in other towns for a living. I drive 45 mins to work. Leave the times how they are.
- 230 It will be issues no matter what time you change school hours., even if you make the time later for high school, they will just stay up later. The students that typical are high achievers will still be high achievers. The students that are late will still be late.
- 235 Thank you for taking a stand for what is best for students.
- 236 This is a drastic change and is very upsetting.
- 242 No one home with middle school students in the morning. This age needs more supervision, not less!
- 243 How about leaving the elementary and middle start times as they are and start the high school students at 9:00 after elementary.
- I see the struggles the HS students have, but I don't see a need to disrupt everyone's schedule. Frankly, I believe starting before 8:00 is too early. No one should have to drive to school , or wait for a bus in the dark!
- 249 Many high school students (including my own) do dual-enrollment at the college or have after school jobs.
Also - how many of the "sleep deprived" students are allowed to have their cell phones and electronics in their bedrooms at night!?! It's all about parenting!
- 251 As a parent of a high school freshman who is involved in many after school activities and sports I believe he would not benefit from the later start times. It would only give him less time to participate in those activities and keep up with his homework. My children (this is my 5th to attend high school) have all been very successful with the

- early start times and liked the fact they were able to have an after school job and participate in outside activities.
- 253 People don't like changes but if you move to another county you have to go by the school hrs. And that's what happened when I moved to viera and now that I'm at Indian river county I wish school are like viera, kids are relax and ready to learn also they can do after school activities and still relax not rush to do homework
- 273 This is a safety issue for parents who leave younger siblings with older ones as well as cutting in to after school time. I do not have younger children but I have heard this over and over again.
- 276 Only issue I have is my daycare needs to adjust with early hours. I do both want to change day cares to some Subpar place just because they open early
- 277 Only issue is daycare. I need my child care to adjust hours
- 282 It is not safe to have elementary kids waiting at bus stops at 6:30 am or earlier. They do not need to be waiting in the dark for the majority of the school year.
- 298 I grew up on this schedule in south Florida. Parents need to know it's better for the younger kids
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- 306 I would be all for this if we can get daycares to open at 6:30
- 307 I would be for it if we can get all daycares, including churches, to open at 6:30.
- 308 I would be for it if we can get all daycares, including churches, to open at 6:30.
- 309 I would be for it if we can get all daycares, including churches, to open at 6:30.
- 314 Just move the high school to the 7:50 start time. Keep elementary at 8:35 and middle at 9. My child will have to be at extended day before and after school now instead of not going at all. He does NOT wake up early. He will be a bear having to be at school that early. Also, what happens with kids in VPK since extended day isn't offered to them?! We have someone to get my daughter at the previous release time, but not an hour or two before, the way your "research" has.
- 315 When do the kids have time for after school sports or jobs? Practice before school-then that defeats the whole "sleeping in" research. In fact, the high school kids will See it as more time for social media and not go to sleep early. And what about elementary kids at the bus in the dark? I wouldn't let my kids do that. It's not safe. So now kids have to spend 3-4 hours at before and aftercare instead of at home with an older sibling. Most people can't afford that!
- 327 Changing the times are stupid they are fine the way they are and changing high school time does not allow high schoolers to pick up their younger siblings from school and lets elementary schoolers get off the bus by themselves and possibly not have anyone home which is illegal just leave the times the way they are.
- 328 I do not appreciate this recommendation because it is unsafe for young children to get off the bus by themselves and have to wait until their older siblings or parents come home. Has anyone thought of just leaving things the way they are how everyone likes it.
- 331 Even though I go to sleep approximately at 9pm every night, it's still a struggle for me to wake up in the morning and be ready for the bus by 6 am. Having a later start time for high school would let me get the rest I need.
- 333 I suspect there will be an increase in truancy for middle schoolers because they will be left on their own to get to the bus stop.
If one of the problems you focused on is that middle schoolers can get into trouble after school, why doesn't the District create more after school activities for them? (not just sports)
- 334 This schedule takes away from family time. Is the District out to get money? This is forcing parents to use before care and after care for their children. The fee may be minimal for some families but not all. These kids will now be dropped off at school at 7:30 and not picked up until 6 in the evening. This is not a family friendly schedule - just a way to pad the District's wallet. Family should come first!
- 336 I teach at the high school and would not be able to get my elementary kids after

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- school . the aftercare is too expensive .
- 343 This District is citing research. But have they done research based on the needs of the students, parents and teachers in this county? As usual no. This would ve the stupidest choice made ever.
- 354 Get more busses so that elementary and high can start/end at the same time. Child care will cost more for 3 kids in aftercare. Are students at bus stops in the dark?
- 355 Changing school start times will just create more stress and problems to the parents and students. The students will be confused and feel out of place with a sudden change of a significant time. Most students will not be able to continue with after school activities and will hurt the students lives and future.
- 362 Due to lack of financial incentives, unfortunately, many teachers like myself work 2 jobs and this would eliminate this possibility which may mean a different career choice for me. The antiquated system of using years of service as a pay schedule needs serious revamping. There are many teachers (even new ones!) that do a great job but make significantly less than their fellow teachers may be just be collecting a paycheck. This has got to change in order to add exceptional teachers to the district.
- 366 Leave the times like they are right now. Elementary children will be late every day.
- 371 Not to mention home work load and family time.
- 375 I appreciate the time the committee has spent to look at this issue and for tackling an issue that has become challenging to all parties involved. I feel this is an important issue we need to address to help students during this developmental period
- 385 I think the new proposed start times are much better than what we have now. I have a child in elementary and in middle school. Right now my middle schooler has to get up at 5:30am to get ready to catch the bus, which does not give her enough sleep time. Please implement the new school start times, thank you.
- 391 I feel that changing the school year times would greatly affect High School aged children the most. By having High School children start at a later time you are not preparing them for the real world. The real world where work starts early and ends late. By starting later in the day, I feel that is telling students in high school that work does not start early, and many of them won't be ready for the real world.
- 394 I understand the research, but this does not accommodate my work schedule. Totally disagree. My daughter also plays on the high school golf team. This will affect their playing time due to lack of daylight by getting out late. Does that mean they get out of school early? If so, that will now affect her class time and grades. I do not support the change.
- 395 As a coach and Middle School Athletic Director, I have to question how the district ids going to work with us on our athletic programs. IF school doesn't get out until 4:05, how will a team make it to Okeechobee for a 4:30 game. We can't start any later than that due to daylight. Our fields do not have lights nor can we afford to lease fields with lights. I fear that this will end Middle School athletics. There is already not many middle schools that have athletic programs in the State of Florida. We have something very special here in Indian River County.
- 398 I support scientific research that unequivocally states later start times benefit older students. Though it may be an inconvenience for parents, we are adults and the wellbeing of children should come first.
- 409 Leave the Damn schedule alone!!!!!!!!!!!!!!
- 413 I think it's a great idea to coincide school start times with the biorythms of kids sleep schedules. Younger kids naturally wake early and as they grow into teen years they stay up later at night with extracurricular activities and jobs in high school.
- 414 Option 3 seems more age appropriate for all of the children.
- 417 I feel that changing the times is not necessary. If you start high school later for us to "sleep in" That is a JOKE as we will be up later doing homework and after school activities. You need to leave the schedule alone. The kids that want to go to school will be there. As for the other kids it will make it easier for them to skip school. Much less, if they don't come now they not going to come at a later time! You will also make it harder on my parent as she has no one to watch our elementary sibling and

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being a single Mother she can not afford to pay for one. So if I am at school and can not watch my Brother and some thing happens to him. I will make sure the School district of Indian river county gets SUED!!! Have a nice day JERKS!!!

- 425 It is time to face facts the staggered schedule is due to buses, buy and pay for the proper amount of transportation all start at 9 and end at 3 - -
- 428 This is great for high school student it is the pits for middle school where activities are ramping up - -
- 443 Leave the schedule as it is. This schedule caters to stay at home parents.
- 454 1. Priority should be what's best for Students.
2. Success proven in South Florida schools over 10 years
- 459 HATE it!!!
- 460 My child will be in middle school I love the 9:00 am start time, but I do support parents of little kids, mine will never get up too early.
- 461 Please don't change it.
- 462 I am an elementary school teacher. I am the only means of transportation for my children. It would be IMPOSSIBLE for me to get my daughter to Middle School.
- 474 Please revise the school schedule . Honestly what I see its for sports after school with late practice until 8pm and kids can stay up late for homework. life doesn't Come on a silver platter.
- 475 It's been like this for years why all of a sudden the change. Yes kids need their sleep well parents should be more strict and get their kids to sleep early. Makes no sense to change when kids are already used to this schedule.
- 477 I am a parent of elementary aged children. My children go to bed early as it is (7:30) in order to meet the AAP recommended sleep for their age group (9-12 hours for 6-12 years). In order to get them to school for a 7:50am start time they would need to be going to bed at 6:30 pm to get up by 6 am to have time to eat breakfast and get ready. I do not support the proposed start time for this reason.
- 478 I fully support this, how do we get this passed. My son started kindergarten and we wait for 2 hours just sitting around waiting for school. I would fully support this. Most young kids wake up early.
- 493 I fully support the change to later start times for high school and middle school students. Very few people like change, but I think it is important to do what is best for all children and I think the research supports the change in school start times.
- 494 I think the hours should change so the older kids can sleep in a little. They stay up much later than the little kids.
- 513 middle school and high school students have afterschool activities that would 1. for away activities would have students missing more instructional time and create issues for high schoolers who work to learn lifelong skills or helping family by working since they no longer learn some of these skills in school. 2. even later events for high schoolers as well as some middle schoolers. 3. you want elementary children to be walking to bus stops in the dark, it is dangerous enough in the hours they walk to the stops now 4. why does our district continue to try to fix what isn't broken, our schools are no better than they were when my oldest started school, it is shameful how we focus on uniforms, start times, testing instead of making sure these kids are prepared for life after high school especially when for most college is not an option. You all make way too much money, money which apparently would be better spent for our schools.
- 530 Stop changing the start times. High schoolers need to learn to get up early for REAL WORLD JOBS in their future. You cant sleep in every day of the week and hold a good job anywhere (unless you work nights). Middle school is a step towards high school, teaching them to get up earlier.
- This worked fine for YEARS with thousands of positive society contributing people in our communtiy.
- 541 It should not be about accomodating parents. It should be about what is in the best interest of the students!!
- 551 I wish there was a way to have the middle school earliest, then high school, then elementary so that if needed the middle schoolers or high schoolers could watch the

elementary schoolers. Plus, elementary kids don't have as much home work or activities as middle/high schoolers so when they get out later it's pushing activities later. I understand the older kids get, the more they need to sleep, but I'm hoping the later ending times don't negatively affect family time or homework time but it might take a year to see how it goes.

554 I wish there was a way to have the middle school earliest, then high school, then elementary so that if needed the middle schoolers or high schoolers could watch the elementary schoolers. Plus, elementary kids don't have as much home work or activities as middle/high schoolers so when they get out later it's pushing activities later. I understand the older kids get, the more they need to sleep, but I'm hoping the later ending times don't negatively affect family time or homework time but it might take a year to see how it goes.

558 I am a parent in the middle of the college application process with a 12th grade student and a 9th grade student. If the time for high school changes to a 3:20 dismissal, I strongly believe you will force many students to choose between extracurriculars (sports, band, job) and a challenging course load. With the testing score minimum requirements to get into many State schools such as UF and FSU skyrocketing, many students rely on strong extracurriculars and a challenging course load to help them stand out in the college application process (especially if their ACT/SAT test scores are even a fraction lower). While I understand what the research says about high school students needing sleep (my son struggled through the first couple of period in 9th and 10th grades so I understand completely), our students must compete with other students from around the state and country to get into colleges. Unfortunately, it is the "system" in which we operate. Until such a time where all Florida high schools have later dismissal times and therefore less opportunity for extracurriculars and homework from challenging classes, Indian River County will be putting our college-aspiring students at a disadvantage. I implore you to talk to college admissions counselors and look in-depth into their websites to discover the factors they utilize in making decisions for admissions. Please don't handicap our active, aspiring high schoolers by putting so much weight on the AMA recommendations without considering the hard truth of so many other factors. Ask these students how much time they spend on their homework and extracurriculars and then do the math. I do support moving the start time to 7:50 as a compromise. If you force them to get out at 3:20 or later, these students will be forced to get up at 6am to finish their homework anyways.

567 Martin County and Palm Beach County start times are similar to this and they have been doing them for a few years now. This wouldn't be "out of the norm".... it's just not what some of the families in IRC are use to. Those that see School as a "babysitter" will not approve it for the inconvenience- and that is the ONLY reason.

566 I think this is in the best interest of ALL of our students' school performance. Thank you for considering this much-needed change!

572 The proposed elementary start time is too early. The proposed middle school start time is too late. It would be extremely prohibitive to parents of both elementary and middle school-aged students. The proposed elementary start time is entirely too early to ask teachers and students to be ready to teach and learn. The proposed middle school start time requires students to lose optimal learning time in the morning and to go to school entirely too late to accommodate evening/afternoon activities and homework.

576 This is not acceptable

578 I DO NOT AGREE WITH THE PROPOSED NEW START TIME. I DO NOT WANT MY ELEMENTARY STUDENT STARTING AND FINISHING SCHOOL PRIOR TO MY HIGH SCHOOL STUDENT. IT DOESN'T MAKE SENSE TO ME

585 I have considered moving my child into the Charter High School due to the early start time. It is adverse to her health (mental and physical) as well as school performance. Middle school hours had worked; the high school hrs we are seeing a direct impact. I would actually go with option B. I believe it could be a good comprise. The middle school time is not as early as the current high school and could be somewhat manageable, high school time works and the little kids would be

- later in day for safety in the morning and address after school issues for working parents.
- 586 As a parent of a high school student. I need my high school student to help me to pick up my other children from elementary school as I live to close for a bus to take them home. I can not afford to pay aftercare as I am a single parent. Are you are willing to pay for my daycare or drive my children home safely? As there is to many CRAZY people out there in the world and I will not allow my child to walk home!
- 587 I will strongly consider moving my child out of High school due the negative impact the schedule is currently on. Consider option 2 to address the k - 8 issue.
- 589 i am struggling now in high school due to early start time but i did not struggle in middle school.
- 597 Leave the times like they have been for many years. All research isn't good research just someone trying to make money. Elementary students need their rest more that a high school student because research shows that growing children need plenty of sleep.
- 620 Muchos padres trabajan y recogen a sus hijos tarde lo que significa que un niño estaría 12 hrs. aproximadamente tanto en la escuela como otra institución.

Se les quitaría mucho tiempo de ser parte de su niñez.
- 624 It's not broken why are you all trying to stress us parents out by having our babies out of school before our older children???? Do you not see the dangers in this ?
- 626 I think option 1 would benefit the children in all ways. Health and behavioral.
- 630 I work 9-5 so if I drop off my 6 years old son to school at 7:30 and pick him up at 5:15, give him dinner, he will need to sleep at 7:00 to be able to wake up the next day for early school.when would I spend time with him? when will we be doing homework? he will be exhausted at 6:30 (after dinner) not ready to read or write...
- 631 We should really have this new bell schedule
- 634 I have teens and I know this would be better. I cannot wake them in the am and when they were little it was much easier to get them up. They often woke before they needed to and were always ready to go. My teens struggle to fall asleep and then wake up. It's a great idea
- 637 I would love to see this be the new schedule. I would feel much better having my children walk to their bus stop in the daylight. And I think they wouldn't be as tired too.
- 638 It would be nice and more safe for the schools to start later, but I think it's too early for elementary. Perhaps have the times changed a little different, but still later than it is right now.
- 646 I am very excited that Indian River might implement this change in school times. I can't believe it has taken so many districts this long to do so.
- 664 Later times enable adaption to change and possible college times.
- 669 Scientific research has been showing for years that high school kids need more rest and function better later in the day. As a high school teacher, I have never had a first period class that truly 'functioned' or participated the way a group after lunch does.
- 670 My 5 year old will have to get up at 6 in the morning. That means he would have to go to bed by 7 to get the amount of sleep that "research" suggests. The average time that parents get off work is 5. That leaves two hours in the evening to eat, bathe, and get ready for the next day. No time for family activities.
Did your "research" include anything about family values? How school districts across the nation are using school time to try to push their own political or cultural agenda onto our children? I guarantee that you can find research that children need to be at home with their families more than they need to be at school as soon as the sun comes up. Speaking of, why are you proposing that we put our youngest children at bus stops in the early morning light? When the time change happens, they will be waiting in the dark. Sdirc history question: Didn't we change school times back in the 80's after two elementary kids got hit by a car standing at the bus stop in the dark? Here's another safety concern. Some children are not going to go to aftercare. Instead, they will go home to an empty house. Doesn't sound very safe.

Speaking of, is this time change s way for the district to get more money? Most parents will have to pay for aftercare. That's a terrible way to pad the district's wallet. Please remember that families have to come first. Please don't take away our family time!

- 673 Later start time is healthier for high school students that have a lot of homework in their advanced coursework
- 677 It is easier to allow middle and high schoolers to get out school earlier and stay home alone. Have elementary students leave earlier will result in a lot of parents having to leave their jobs earlier and may result in the kids not getting picked up.
- 679 think about people who work for the District leaving there daughter home alone to be work on time are our hour going to change . what are we teaching hi school kids you can stay up as long you want an sleep in keep school time as is teach hi an middle school kids to go to bed around 9 pm it works for my family everybody up an ready an on time
- 680 I'm a high school student and I would like for you to leave the school start time as it is.
- 683 As an elementary educator for 15 years, I currently see my students starting school at 8:45 each day. These children have huge responsibilities with the amount of testing they have daily and the rigor of the state standards. Even at 8:45, many students are not alert and prepared for what is expected each day. Many young students are staying up later and later (I have spoken to 1st, 2nd, and 3rd graders stating they stay up until 9-10:00 at night on school nights). I think having these children begin school at 7:50 is detrimental to their educational success.
- 684 My parents work early hours and I do not feel safe walking to the bus stop alone and staying home alone after school.
- 688 Do what is best for the kids. It's what parents always try to do so why would this (start times) be any different?
- 689 With all the required testing, especially of high school students, we want our students to be at their best. These times are, according to the data, when kids are at their best.
- 690 The greatest impact as a middle school teacher would be having students that are awake and ready to participate in the learning process when the arrive to school while sustaining their optimal learning hours throughout the day. Currently my 1st period students are so sleepy that it's like teaching zombies. Students don't really wake and function until about 9 am (about 10 minutes into 2nd period)—that's over an hour of ineffective instruction that has nothing to do with teacher performance. Then at the end of this he day, 6th and 7th period students crash. After not getting enough rest for their biological age requirements, stressing their brains and bodies to function, they have nothing left to give to problem solving. So there's another 90 minutes of futile instruction. Students, schools, th district will not be successful if we keep the current model. As it stands, middle schoolers are losing out on more than 2.5 hours of optimal instruction because their body and mind was not intended to function with so little sleep.
- 692 The greatest impact as a middle school teacher would be having students that are awake and ready to participate in the learning process when the arrive to school while sustaining their optimal learning hours throughout the day. Currently my 1st period students are so sleepy that it's like teaching zombies. Students don't really wake and function until about 9 am (about 10 minutes into 2nd period)—that's over an hour of ineffective instruction that has nothing to do with teacher performance. Then at the end of this he day, 6th and 7th period students crash. After not getting enough rest for their biological age requirements, stressing their brains and bodies to function, they have nothing left to give to problem solving. So there's another 90 minutes of futile instruction. Students, schools, th district will not be successful if we keep the current model. As it stands, middle schoolers are losing out on more than 2.5 hours of optimal instruction because their body and mind was not intended to function with so little sleep.
- 694 Please consider single parents and two parent households who are working 8-9 hours per day to meet ends meet. Parents who work minim wage jobs, their can't

- afford additional children care. I understand the research that is presented and other counties have made this successful, but as a single parent I am not able to afford aftercare for my younger children. Something needs to be put in place to accommodate parents and families whose work schedule will be affected and will have issues with childcare.
- 705 This is absolutely unacceptable and puts our youngest children at great risk. Middle schoolers and high schoolers need to go to bed early like we did as children. I went to high school in a neighboring state and got up at 5:30 every morning I survived and have gone on to obtain my Master's degree and have had a very successful career and life. Keep our children safe and put the older ones to bed at a decent time if you're concerned about sleep.
- 706 I do not support this in the least as both a parent and educator it is grossly inappropriate!!! What time would my work day start if the children were permitted on campus at 7:20??? I already get up at 5:15 to get us up and dressed and fed and set for the day just to get to work by 7:45. It has been a struggle to find a quality preschool that will allow me to drop my child off this early. Her day already starts ridiculously early and is too long for her what time would we have to be up to be at work w/ this new schedule and where would she go before her preschool day begins. And the day already starts too early for our youngest learners. We changed our start time last year by 15 minutes and it was a disaster!!! We had rampant tardiness. Our children come to school sleepy and hungry already especially if they are bus riders. We would have our youngest children catching buses before the sun is even up to accommodate the older children. This is insane! If it moves forward I will be finding myself a new job and my child will not be attending public school when she is ready. If you are looking for a way to increase test scores, find another way! This isn't it.
- 712 Love this
- 716 Put HS in 9:30am time slot!
- 717 I'm a student at a high school and have siblings in elementary and middle school. I can't pick up my siblings at those times either can my parents. They have jobs and it doesn't fit right in their schedules. The time right now is good but why change them for more sleep? Honestly teens will not get the sleep you guys want us to get because some of those teens well just figure that "oh we start school later we can stay up later".
- 718 Why can't there be a schedule for middle school and high school to start later and elementary to stay about the same. I think 7:50 is a little too early.
- 719 The after care plan was clearly not well thought out. While the suggestions were kind they made zero sense. Most jobs in IRC are 7-3, 8-4 and 9-5. This would force parents to not only have to provide aftercare they will also have to provide before care. Giving a break on after care was a nice gesture but how much money would that cost the district? It would require employing more people at a lesser rate. Additionally the late bus is a cost to the district and also not well thought out. Will there be one run, multiple runs, how many busses? For students needing both morning and after care a long bus ride home after an already long, exhausting day (early) can not be healthy for our little ones. Also, in the presentation it was stated that most parents bring their young children to school or the bus. I'm not sure if the committee had any representatives from the lower socioeconomic end but this statement is false. Therefore young children will be walking in the dark. I'm not opposed to later start times, I'm opposed to the order in which these children are going to school. Just back all of the start times up. I truly believe that high school kids will be OK starting at 8:00. Then middle would start at 8:35 and then 9:05 for elementary.
- 729 I see the research in earlier start times for secondary students, but they will still have to get up early and be dropped off at school before it starts. This is especially true for working parents and schools that do not provide bus transportation. Also, the older students need motivation to get moving in the mornings. If parents have to be at work at 8:00 who is going to be home to get the student up and getting to school on time?

- 731 I am a student at SRHS and I can not under any circumstances hold a job and do after school activities with the time this schedule takes away from me. I beg of you to not change the schedule because I pay bills for my car and phone and can't quit my job and the after school activities are what are most likely going to put me through college (scholarship wise) I already stay up super late to finish homework because of these things and I'll most likely have to stay up EVEN later because of these changes, which in turn will still end up making me late. These are NOT your only options! Please reconsider something else. This is NOT a solution for everyone, it will become a burden on so many students with extracurricular activities!
- 743 children have to learn now that they need to adjust their sleep schedule to their job. That is what adults do! Aren't we teaching them to be adults?
- 744 The later start time for high school students limits after school job opportunities. After school activities/practices will be later causing later bedtimes due to homework. Safety issues for younger elementary students at bus stops if earlier start time for elementary. Earlier release of elementary students will cause a great burden to parents trying to obtain aftercare.
- 747 This is not safe at all for younger children. I would expect busses that early in the morning to pick up each elementary child directly in front of their home. Not to mention the price of before and aftercare at schools is not affordable when you have multiple children. If this were to pass childcare should be provided for free and times should be extended. As most businesses and employer's are not going to change their businesses hours just because the school district decided to change school times drastically. Which in turn means there will be even more unemployed parents in this county.
- 751 When you have kids in different schools to different times. It doesn't work. Up north we went to school 830 to 330 elementary and middle. High school was 750 to 215pm. High school kids should be able to get up early and get to bed earlier. They are preparing for the real world. If anything should do like the charter school high school does
- 755 Let's focus on teaching Spanish in elementary school through 10th grade. Adding another culture to daily life teach respect.
- 764 I am very concerned about young children in the dark waiting for their bus.
- 777 Elementary School, MS & HS should all start at 8:45 and end at 3:45. Many high school students drive themselves or get rides with friends. Still time for after school activities and be home for dinner by 6-6:30.
- 778 please keep school time as is as a parent cant leave my daughter home alone more middle school kids not showing up for class there not going to be morning care for middle school kids please think about it LEAVE TIME AS IS
- 779 Why not start high school after 9 am and leave the others as is?
- 780 Why try to fix something that is NOT broke!
High Schoolers have been getting up early for years!
They have to learn to deal with it! They are the ones entering the work field, their employers will not change their start time due to "research."
- 793 Do you actually think having elementary students waiting in the dark in the morning is safe?
- 796 Many of my students parents work very early and late into the night. There will be little supervision before school as well as I am concerned of their safety. Also, no one will be home for them to get off the bus. I am very concerned that we will have young children at bus stops before daylight and in danger. Whatever the decision I will be at work but want to think about the safety of our students.
- 797 Keep things the way they are, they work great if it isn't broke don't fix it.
- 800 This school start time will be extremely helpful for students to get there complete sleep at night. most students usually end up staying up late doing homework and the later start time allows for a better schedule
- 813 Need to leave that which is not broken as is. My research shows no real benefit in making changes.
- 819 Not acceptable for elementary students. Too early. Already have tardy students. Lunches too early for family dinner. Does not work with parent schedule.

Quick statistics

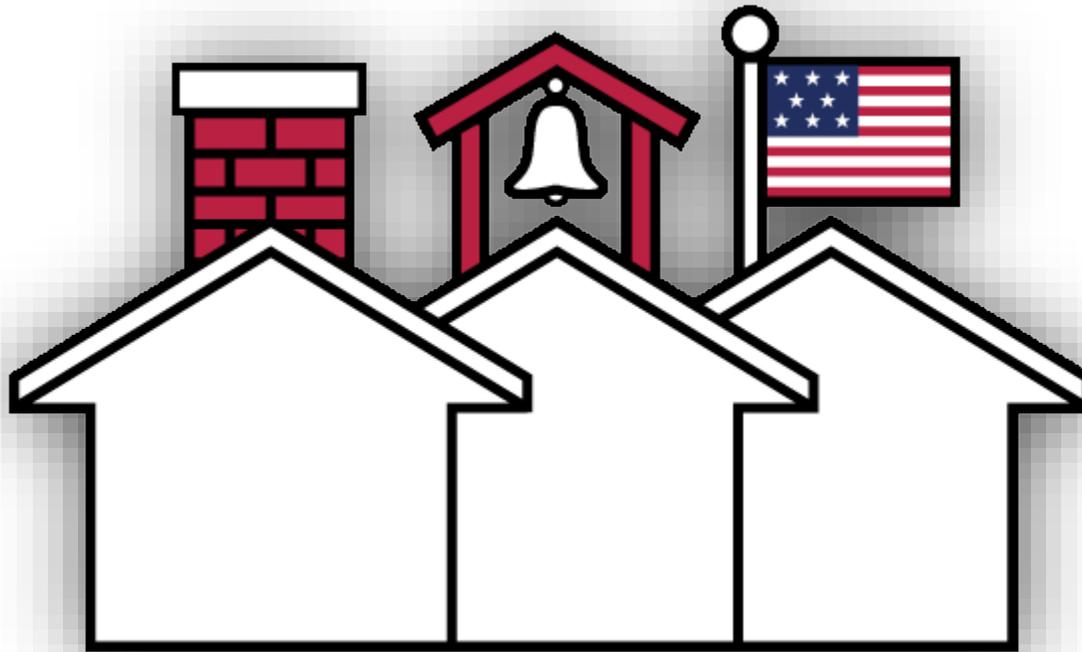
Survey 462897 'School Start Times Survey 2017'

820	Teachers with small children would have difficulty getting their children dropped off and getting to school on time Students are tardy at 845. Can't even imagine academic time lost if earlier.
822	Just do it!
833	time change please as is for students an parents there is no morning care for our middle school kids it is not safe to leave your girls home a lone that's not safe an they want feel safe our work times are not going to change that's just wrong to put our middle school kids in danger like that please leave as is you see parents already begging to leave time as is as some hi school help out with elementary sibling after school parents have to work please leave time as is.
847	Please keep elementary the same. Switch high school and middle school but leave ours.
865	As a parent I am concerned about my elementary student leave time and arrival time after school. My husband and I work hours that doesn't allow us to see our children off to school or pick them up. Normally my high school student is able to pick up his brother from the bus stop. We live in a time where it's not safe for our young children to walk home alone. Thank you for your time and Your consideration in regards to this issue.
878	With school starting at 7:10 most kids get up at 5:30 in order to make the bus. So starting later gives them more time to sleep.
889	Another option please.
904	If you change the time and make the elementary students go first, you are going to have a lot of late students getting to school.
908	Because of my work schedule and the bus schedule, Option 2 would work best for our family. Option 3 could also work, but would not be as preferable. If Option 1 is chosen, I will have to find before school care for my high school student who has special needs.
912	Pros and construction either way, so make option 1 mandatory and see results for 2years.
922	If middle schools starts any time after 8, I will not be at home to ensure that my child is ready and makes it to the bus stop on time. I feel that is a tremendous amount of responsibility to place on and 11 year old.
924	My high school freshman is struggling academically and physically due to the early start time. Enough to consider alternative schooling options.
927	New start times make no sense what so ever. It seems completely impractical to have middle school age children unsupervised until 9:00/9:30. It seems like a completely irresponsible decision on the part of the school board.
934	Too dark for buses in the am for children waiting outside
941	Research also shows that if students have parents-that actually parent them- they will get enough sleep anyways bc proper bed times are already set. Electronics should be taken from child at bed time. Kids will only stay up later bc they can get up later with this new, horrible schedule.
944	the earlier for high school the better, they should be the first to start school and the first to end
946	Leave the times like they are now. The high school student need to learn how to get up and be more responsible .
948	Other districts have been doing this for years. Its about time Indian River gets on board. I believe this is beneficial for all ages of children.
962	How about taking a poll of the teachers, students and parents who are in this District, Instead of using these so called "research based studies" that do not represent this District's needs.
965	Research based decisions are the best ones.
977	For people who have to travel to work (45 minutes just to get to work in the morning) it is inconvenient. I have to get my children to preschool early enough as it is. I will never make it to work on time! These times suck!!!
988	i like it
989	no, just no
997	My kids would get more adequate sleep and can concentrate better at school. It

	would also be safer for my kids since they would not need to get to the bus stop before the sun shines.
1025	please leave school time as is It is not safe to leave middle school kids home alone there will be no morning care for our middle school kids it sad to no that school time will change it already work out that our elementary kids have morning care so parents can get to work some kids only one parent not only that after noon when school out the elementary the hi school who help parent out to make a little cash they cant help out anymore please please leave school times as is Thank you
1031	I would have to pay for after school care because my high school child will no longer be able to pick up their younger siblings at school.
1054	Middle School students will be more apt to skip knowing parents are already at work before they have to be at school
1063	With time changes elementary kids will be walking to school in the dark with no supervision
1074	High School attendance should improve.
1076	Will greatly affect after school opportunities especially in the winter.
1090	I hope option 1 is available for the 2018-2019 academic school year
1101	My kids are in high school. I think based on the natural biorhythm of teenagers, the current start time for high school is too early. I think a later start time would beeter accomodate their biological clocks.
1105	How will an Elem. School teacher who starts earlier than her middle school student get their child to school when their isn't anyone else to take my child to school?
1107	I like to go to bed early. Getting out of school later would make it difficult to play sports and getting homework completed.
1111	Leave the times alone. It makes no sense to change!!
1114	like my middle school time it works for my times to get to school with my mom to drop me off before her going to work please leave time as is.
1128	do not support this

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School Start Time Committee -Survey Results



Reaching a consensus

COMMITTEE

- **Albert, Brent** – Staff (Teacher) / Parent
- **Bourdette, Christi** - Parent
- **Brinkley, Jonna** - Parent
- **Butler, Dr. Bob*** - Community member (Physician) / Parent
- **Campione, Kay** – Community member / Parent
- **Cannon, Liz*** - Staff (Teacher)
- **Dobson, Elaine*** - Staff (Health Asst.) / Parent
- **Echeverria, Ramon*** - Staff (Elem, Administrator) / Parent
- **Goldstein, Ashby*** - Staff (SRHS Band Director) / Parent
- **Hofer, Beth** – Staff (Middle, Administrator)
- **Hooper, Jeremy**
- **Howell, Page*** - Staff (VBHS Band Director)
- **Huang, Jerenda*** - Parent
- **Idlette, Jennifer*** - Staff (Director of Transportation)
- **Jankowski, Lenny** – Staff (H.S. Athletic Director)
- **Justice, Tiffany*** - Board member
- **Keaton, Dr. Jessica** – Charter Staff (Principal N. County Charter)
- **King, Briana*** - Parent
- **Land, Michele**
- **Laycock, Angela** – Parent (H.S.)
- **Lewis, Barbara**
- **Maxwell, Austin** - Student
- **McGinnis, Kimberly***
- **Miller, Patricia** – Community member / Grandparent
- **Musselwhite, Barbara/Susan Thigpen*** - Staff (Extended Day)
- **Norris, Jennifer** – Staff (Elem, Administrator) / Parent
- **O’Neill, Nicole** - Parent
- **Perry, Angelina** – Community member (GYAC)
- **Powell, Valerie**
- **Racine, Todd*** - Staff (H.S. Principal)
- **Rahal, Kimberly*** - Staff (Teacher) / Parent
- **Ratliff, Beth*** - Staff (Teacher)
- **Raulen, Thomas** – Community member (Sheriff’s Office)
- **Segal, Tracey*** - Community member / Parent
- **Shampine, Diane**
- **Thomason, Elizabeth*** - Community member (BGC IRC)
- **Vazquez, L.** - Parent
- **Villalobos, Daisy** - Parent
- **Zorc, Laura*** - Board Member

* attended 4 or more meetings

GOAL

The goal of the committee was to come to a consensus that determined whether or not a recommendation to the Superintendent of the School District of Indian River County was to be made concerning the need to change school start times in order to accommodate the needs of its secondary students.

PROCESS

The process to reach a consensus included the following:

- Developing and committing to norms that shaped the meetings of the committee
- Creating a list of considerations that would guide any decisions made
- Reviewing all the research
- Exploring the facts and discussing everything at length
- Taking the research, the list of considerations and the norms into consideration and voting to move forward with a recommendation to the Superintendent
- Designing a survey to gather feedback from the committee
- Reviewing survey data thoroughly
- Reading and categorizing every comment
- Analyzing the data
- Discussing and listing pro/cons for each option as well as the status quo
- Reviewing the pro/cons list and voting in the best interest of the students

STATUS QUO

Indian River County School District
School Start Times

High School	7:10 a.m. - 2:05 p.m. (approx.)
Middle School	7:50 a.m. - 2:45 p.m. (approx.)
Elementary School	8:45 a.m. - 3:20 p.m. (approx.)

STATUS QUO

PROS	CONS
Familiar	Not supported by research
Doesn't affect current activities	Need before and after care
No change – Less impact to families	Dark in the morning for High School students
	Late drop off from after-care programs for Elementary students

OPTION 1

**Indian River County School District
Proposed School Start Times
'18-'19 School Year**

(AM drop off will occur 30 mins prior to school start time)

Elementary School	7:50 a.m.-2:20 p.m. (6hrs and 30mins)
High School	8:30 a.m.-3:20 p.m. (6hrs and 50mins)
Middle School	9:05 a.m.- 3:50 p.m. (6hrs and 45mins)

OPTION 1

PROS	CONS
Most supported by research	Lack of supervision by siblings (Elementary)
Only need after care for Elementary school	Large split with Elementary → Middle
This order is successful in other districts	Requires after care that is more structured
Still allows for activities for High School	Middle Schoolers getting to the bus by themselves
Elementary students are more alert in the morning	Dark in the morning for Elementary students
Less time for middle schoolers to get into trouble	Middle School sports

WHAT'S NEXT

- Educate School Board and Seek Approval
- Market the change – “Get the word out”
 - Push it out into community events
 - Advertise
 - Presentation at orientation
- Educate the community, parents and teachers; get them onboard
- Work with Athletic directors for Middle and High schools to set game schedules that would work best with the new schedule
- Work with community partners such as GYAC and Boys and Girls club to devise new before and after school programs
- Feedback survey a year after implementation

WHAT'S NEXT

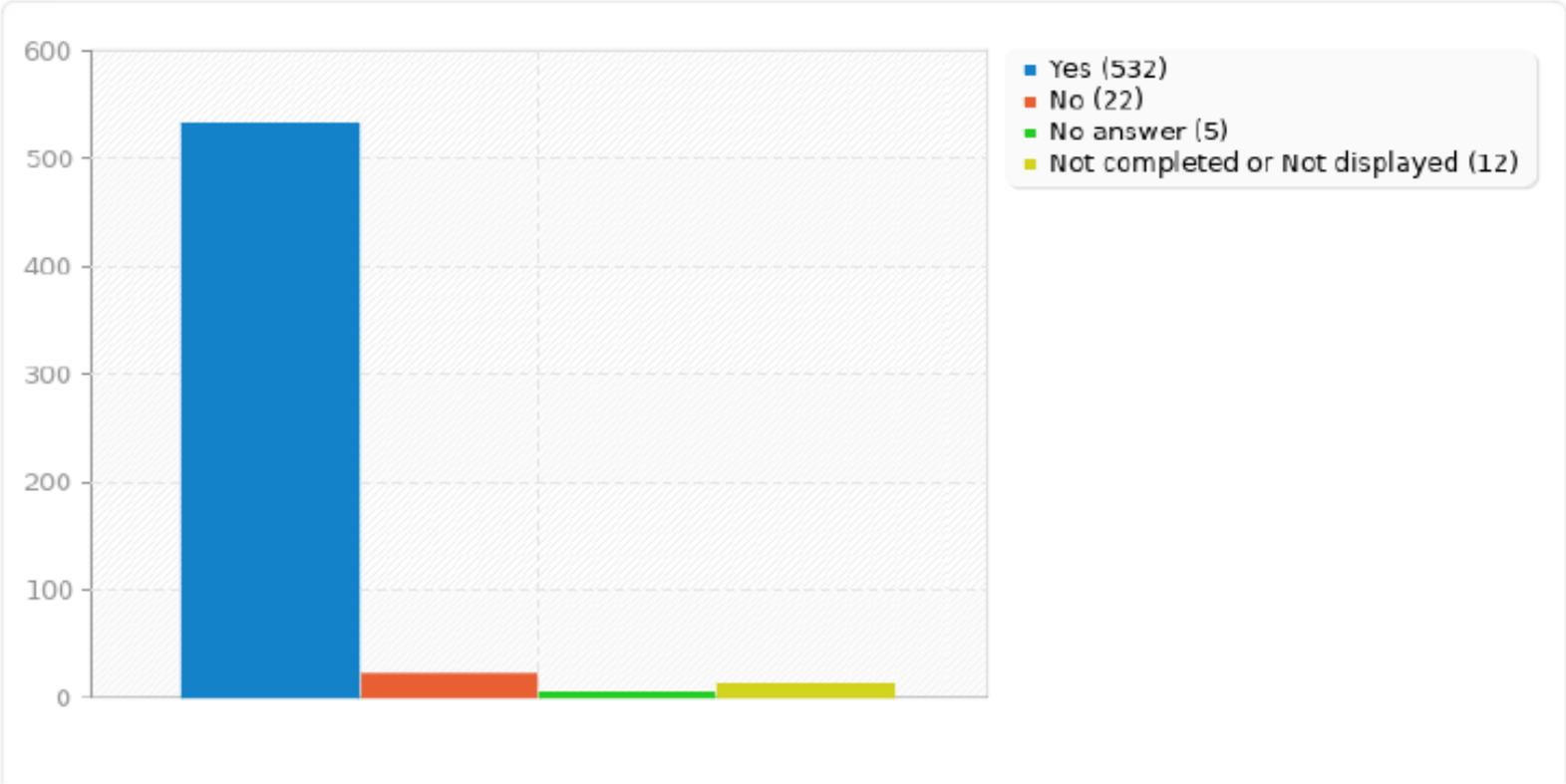
- Educate School Board and Seek Approval
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- Work with Athletic directors for Middle and High schools to set game schedules that would work best with the new schedule
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Survey Regarding Option 1

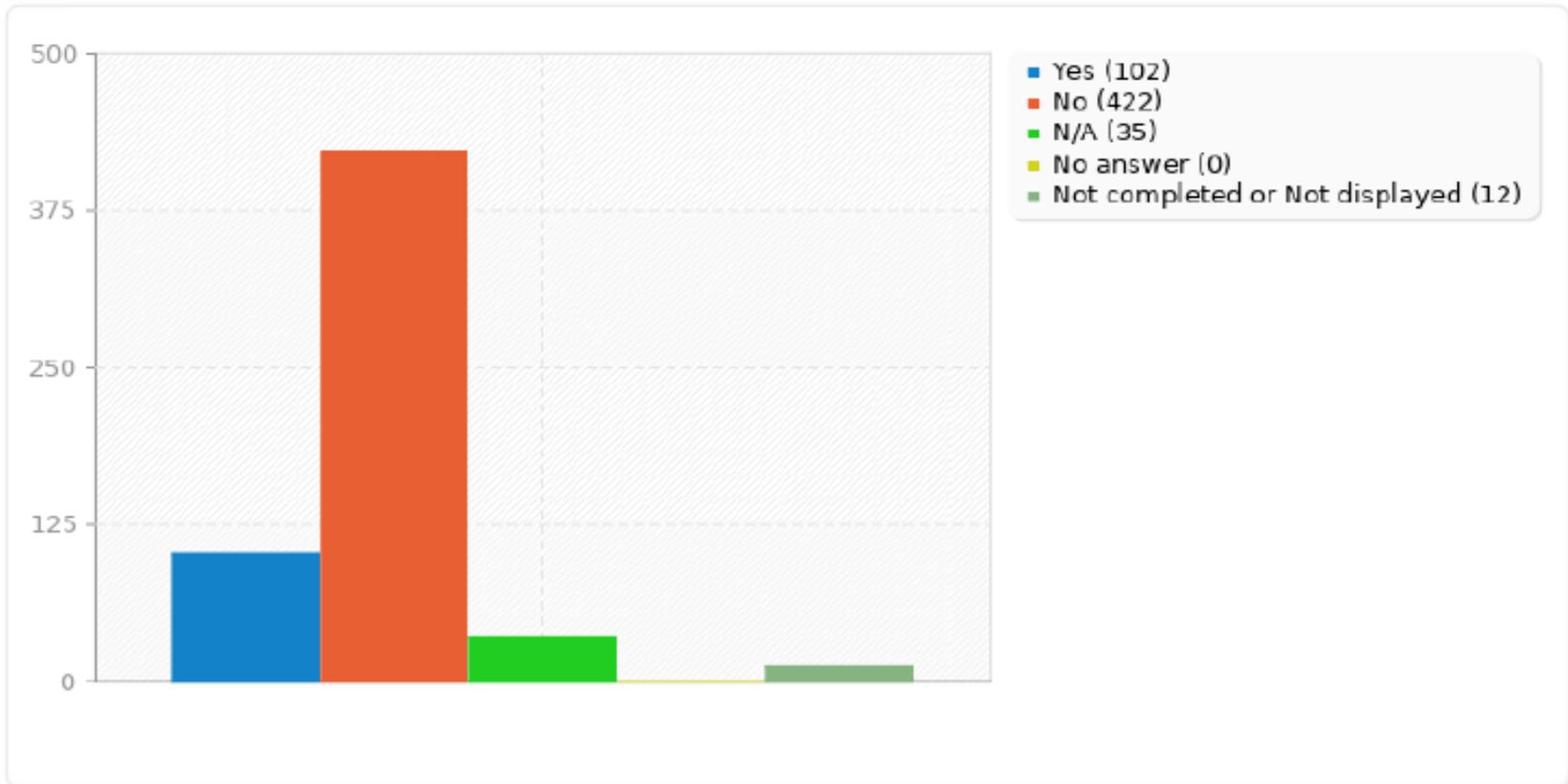
- 571 Responses

• Students	95	16.64%
• Parents	331	57.97%
• Educators	94	16.64%
• Community Members	21	3.68%
• No Answer	30	5.65%

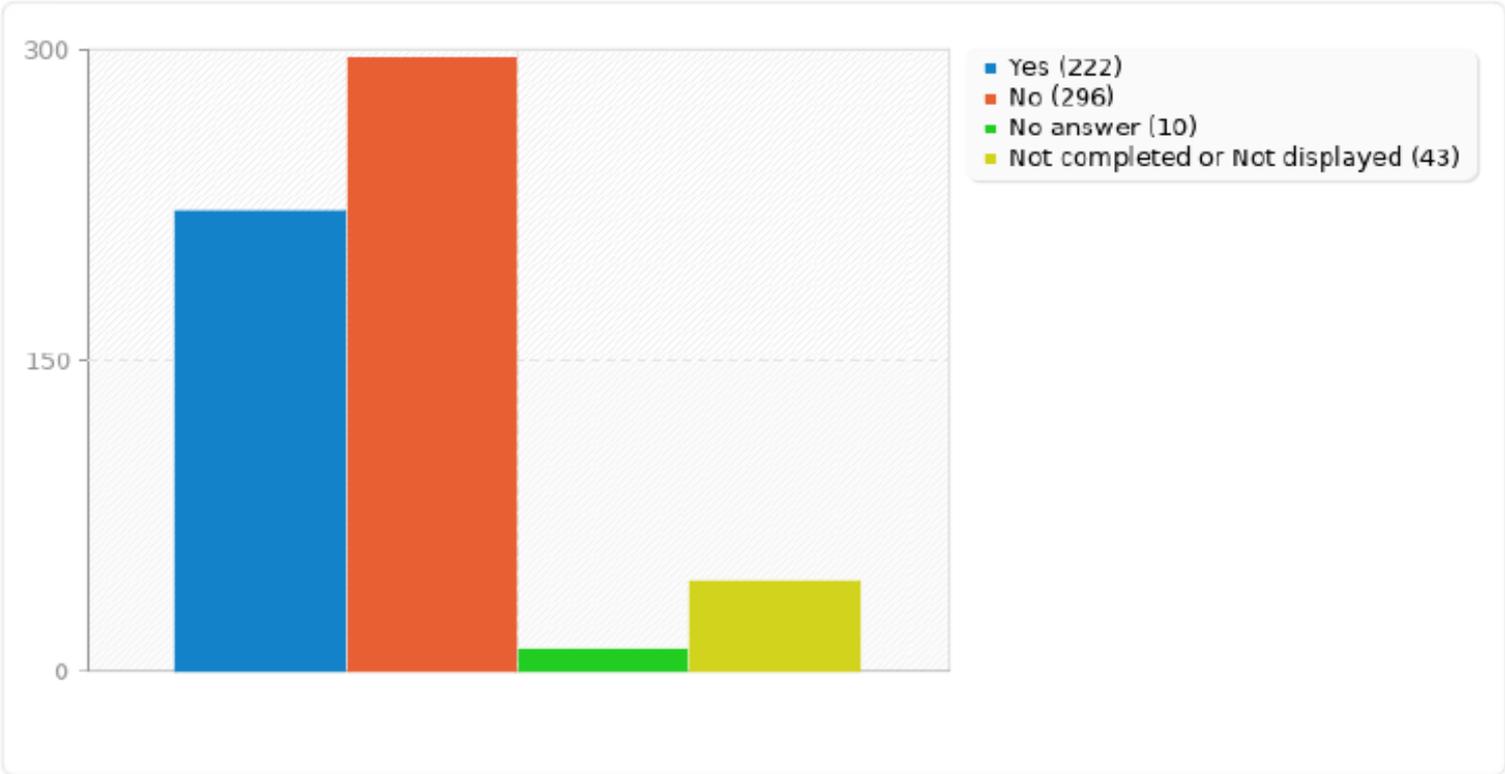
Have you reviewed the School Start Time Presentation available next to the survey on the district website?



Did your opinion change after reading the presentation?



Would you support the School District of Indian River County in Changing the school start time to “Option 1?”



If yes, why do you support Option 1” as the new school start time?

• Medical Research	165	28.90%
• More accommodating to my schedule	75	13.13%
• More accommodating to my job hours	49	8.58%
• Safer for my student(s)	58	10.16%
• Safer for my child(ren)	76	13.31%
• Other	40	7.01%
• Not completed	43	7.53%

If no, why do you not support Option 1” as the new school start time?

• Unavailable Childcare	113	19.79%
• Lack of before/aftercare programs	97	16.99%
• Does not accommodate my job hours	152	26.62%
• Does not accommodate my schedule	160	28.02%
• Not safe for my child(ren)	138	24.17%
• Not safe for my student(s)	73	12.78%
• Other	88	15.41%
• Not completed	43	7.53%

Questions and/or Comments

ADDITIONAL RESOURCES

- Boergers, J., Gable, C. J., & Owens, J. A. (2014). Later school start time is associated with improved sleep and daytime functioning in adolescents. *Journal of Developmental & Behavioral Pediatrics*, 35(1), 11-17. Retrieved from <http://www.gwern.net/docs/melatonin/2014-boergers.pdf>
- Carskadon, M. A., Wolfson, A. R., Acebo, C., Tzischinsky, O., & Seifer, R. (1998). Adolescent sleep patterns, circadian timing, and sleepiness at a transition to early school days. *SLEEP-NEW YORK-*, 21, 871-881. Retrieved from http://projectneuron.illinois.edu/sites/default/files/U3_L8_Supplement_CarskadonEtal1998.pdf
- Minges, Karl E., and Nancy S. Redeker. "Delayed school start times and adolescent sleep: a systematic review of the experimental evidence." *Sleep medicine reviews* 28 (2016): 86-95. Retrieved from <https://pdfs.semanticscholar.org/435a/71040f011a20535c7ca79d23f0ecbdc3065a.pdf>
- Owens, J. A., Belon, K., & Moss, P. (2010). Impact of delaying school start time on adolescent sleep, mood, and behavior. *Archives of pediatrics & adolescent medicine*, 164(7), 608-614. Retrieved from <http://jamanetwork.com/journals/jamapediatrics/fullarticle/383436>
- Taras, H., & Potts-Datema, W. (2005). Sleep and student performance at school. *Journal of School Health*, 75(7), 248-254 Retrieved from https://www.researchgate.net/profile/Howard_Taras/publication/7658672_Sleep_and_Student_P

ADDITIONAL RESOURCES con't

Wahlstrom, K., Dretzke, B., Gordon, M., Peterson, K., Edwards, K., & Gdula, J. (2014). Examining the impact of later high school start times on the health and academic performance of high school students: A multi-site study. Retrieved from <http://conservancy.umn.edu/bitstream/handle/11299/162769/Impact%20of%20Later%20Start%20Time%20Final%20Report.pdf%20?sequence=1>

Wolfson, A. R., & Carskadon, M. A. (2003). Understanding adolescent's sleep patterns and school performance: a critical appraisal. *Sleep medicine reviews*, 7(6), 491-506. Retrieved from <http://web.mit.edu/writing/2010/July/Wolfson%26Carskadon2003.pdf>

Wolfson, A. R., Spaulding, N. L., Dandrow, C., & Baroni, E. M. (2007). Middle school start times: the importance of a good night's sleep for young adolescents. *Behavioral sleep medicine*, 5(3), 194-209. [https://www.nationaljewish.org/NJH/media/pdf/Meltzer%20References/Wolfson-\(2007\)-Middle-school-start-times-and-sleep.pdf](https://www.nationaljewish.org/NJH/media/pdf/Meltzer%20References/Wolfson-(2007)-Middle-school-start-times-and-sleep.pdf)

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SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 OCTOBER 31, 2018

FND FUNC	- 100 DESCRIPTION	GENERAL FUND	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3191	RESERVE OFFICERS TRAINING CORP		125,000.00	16,165.40	32,330.80	92,669.20	26
3202	MEDICAID		300,000.00	1,518.71	6,578.58	293,421.42	2
3299	MISC FEDERAL THRU STATE		0.00	0.00	212,014.00	212,014.00-	0
3310	FLA EDUCATION FINANCE PROGRAM		24,250,200.00	1,999,754.00	8,252,163.00	15,998,037.00	34
3315	WORKFORCE DEVELOPMENT		1,090,793.00	90,900.00	363,600.00	727,193.00	33
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	2,227.96	19,724.90	140,275.10	12
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	6,340,076.00	12,680,153.00	33
3361	SCHOOL RECOGNITION FUNDS		476,475.00	993,681.00	993,681.00	517,206.00-	209
3371	VOLUNTARY PRE-K PROGRAM		589,147.20	57,549.25	122,472.11	466,675.09	21
3399	OTHER MISCELLANEOUS STATE REVE		1,585,723.00	19,536.50	19,536.50	1,566,186.50	1
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
3423	EXCESS FEES		0.00	10.42	10.42	10.42-	0
3425	RENT		100,000.00	6,575.69	28,978.65	71,021.35	29
3431	INTEREST ON INVESTMENTS		350,000.00	1,910.90	42,436.35	307,563.65	12
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	0.00	1,453.50	1,453.50-	0
3440	GIFTS, GRANTS AND REQUESTS		971,562.00	5,000.00	5,000.00	966,562.00	1
3461	ADULT ED FEES (Block Tuition)		19,000.00	960.00	4,230.00	14,770.00	22
3462	POSTSEC CAREER CERT & APP TECH		110,000.00	24,098.30	46,361.90	63,638.10	42
3464	CAPITAL IMPROVEMENT FEES		5,500.00	1,089.00	2,357.30	3,142.70	43
3465	POSTSECONDARY LAB FEES		45,000.00	17,663.01	25,146.31	19,853.69	56
3466	LIFELONG LEARNING FEES		5,000.00	360.00	1,240.00	3,760.00	25
3467	GED TESTING FEES		9,500.00	1,115.00	1,735.00	7,765.00	18
3469	OTHER STUDENT FEES		25,000.00	2,210.00	8,463.00	16,537.00	34
3473	SCHOOL AGE CHILD CARE FEES		250,000.00	26,198.99	82,160.98	167,839.02	33
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	43,039.97	108,873.35	432,004.65	20
3495	OTHER MISC LOCAL SOURCES		1,308,411.50	104,337.95	224,457.38	1,083,954.12	17
3497	REFUNDS-PRIOR YEAR EXPENDITURE		115,000.00	8,039.97	8,076.50	106,923.50	7
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	21,284.17	62,077.76	179,300.24	26
3630	TRANSFERS-CAPITAL PROJECTS FD		5,014,934.00	102,473.00	405,904.00	4,609,030.00	8
3730	SALE OF FIXED ASSETS		95,000.00	32,337.00	36,618.01	58,381.99	39
3740	INSURANCE LOSS RECOVERIES		150,000.00	0.00	0.00	150,000.00	0
3741	WORKER'S COMP REIMBURSEMENTS		1,000.00	377.09	809.98	190.02	81
	*		152,938,359.70	5,165,432.28	17,473,826.11	135,464,533.59	11

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 OCTOBER 31, 2018

FND FUNC	- 200 DESCRIPTION	DEBT SERVICE	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER	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	204.65		4,995.89	118,004.11	4
3433	INCREASE (DEC) FMV INVESTMENTS		0.00	9,653.00		34,672.00	34,672.00-	0
3610	TRANSFERS FROM GENERAL FUND		891,287.05	376,928.63		376,928.63	514,358.42	42
3630	TRANSFERS-CAPITAL PROJECTS FD		11,365,715.00	0.00		0.00	11,365,715.00	0
		*	14,355,462.95	386,786.28		416,596.52	13,938,866.43	3

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 OCTOBER 31, 2018

FND FUNC	- 300 DESCRIPTION	CAPITAL FUND	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER	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	102,473.00		405,904.00	809,030.00	33
3399	OTHER MISCELLANEOUS STATE REVE		9,005.00	0.00		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	17,673.94		100,960.28	47,810.64-	190
3495	OTHER MISC LOCAL SOURCES		12,523.99	12,523.99		12,523.99	0.00	100
3496	Impact Fees		1,100,000.00	98,318.00		416,376.00	683,624.00	38
	*		29,857,638.63	230,988.93		943,170.72	28,914,467.91	3

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 OCTOBER 31, 2018

FND FUNC	- 400 DESCRIPTION	SPECIAL REVENUE	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3201	CAREER AND TECH EDUCATION		179,281.50	6,940.58	33,279.94	146,001.56	19
3221	ADULT GENERAL EDUCATION		154,327.21	14,898.44	49,362.80	104,964.41	32
3224	OTHER WIOA PROGRAMS		293,124.49	0.00	0.00	293,124.49	0
3225	Teacher/PRINCIPAL TRAIN/RECRUI		627,460.78	38,086.54	146,584.31	480,876.47	23
3230	EDUCATION FOR THE HANDICAPPED		3,996,117.43	334,344.96	853,164.33	3,142,953.10	21
3240	ECIA, CHAPTER 1		5,668,805.49	420,367.19	1,078,024.65	4,590,780.84	19
3242	21st CENTURY SCHOOLS		346,546.59	34,476.59	131,570.22	214,976.37	38
3261	SCHOOL LUNCH REIMBURSEMENT		4,529,031.60	529,617.84	1,298,628.95	3,230,402.65	29
3262	SCHOOL BREAKFAST REIMBURSEMENT		1,510,941.80	157,677.72	384,990.28	1,125,951.52	25
3263	AFTER SCHOOL SNACKS-FED REIMB		359,084.88	29,361.15	66,424.54	292,660.34	18
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		24,032.00	5,066.47-	15,656.62	8,375.38	65
3293	EMERGENCY IMMIGRANT EDUC. PROG		190,119.76	3,881.65	15,200.85	174,918.91	8
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	2,067.87	14,676.15	5,323.85	73
3451	STUDENT LUNCHES		781,263.60	73,966.74	161,202.86	620,060.74	21
3452	STUDENT BREAKFASTS		136,217.00	7,974.25	17,962.30	118,254.70	13
3453	ADULT BREAKFASTS/LUNCHES		39,721.50	1,225.00	3,380.00	36,341.50	9
3454	STUDENT A LA CARTE		607,365.00	61,261.45	154,595.50	452,769.50	25
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	1,370.94	1,727.73	2,872.27	38
3495	OTHER MISC LOCAL SOURCES		0.00	581.38	1,235.66	1,235.66-	0
	*		20,431,695.63	1,713,033.82	4,514,231.59	15,917,464.04	22

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 OCTOBER 31, 2018

FND FUNC	- 700 DESCRIPTION	INTERNAL SERVICE FUN	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3199	MISCELLANEOUS FEDERAL DIRECT		312,000.00	8,255.20	36,991.35	275,008.65	12
3431	INTEREST ON INVESTMENTS		0.00	11,295.85	53,754.87	53,754.87-	0
3483	PREMIUM REVENUE-VISION INS		135,000.00	11,844.26	48,421.56	86,578.44	36
3484	PREMIUM REVENUE-HEALTH INS		18,998,000.00	1,565,425.29	5,932,835.47	13,065,164.53	31
3485	PREMIUM REVENUE-DENTAL		1,207,000.00	106,939.28	414,474.22	792,525.78	34
3486	PREMIUM REVENUE-LIFE INSURANCE		484,000.00	40,234.54	157,720.51	326,279.49	33
3487	PREMIUM REVENUE-DISABILITY INS		225,000.00	57,320.84	152,929.96	72,070.04	68
3488	CONTRIBUTIONS-FLEXIBLE SPENDIN		221,000.00	31,741.49	85,993.69	135,006.31	39
3489	Premium Revenue-EAP		35,000.00	2,929.50	11,533.90	23,466.10	33
3495	OTHER MISC LOCAL SOURCES		0.00	0.00	75,000.00	75,000.00-	0
3742	REINSURANCE RECOVERY		0.00	0.00	34,127.10	34,127.10-	0
3743	PRESCRIPTION REFUND/REBATES		1,103,000.00	0.00	30,176.64	1,072,823.36	3
	*		22,720,000.00	1,835,986.25	7,033,959.27	15,686,040.73	31

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 OCTOBER 31, 2018

FND FUNC	- 800 DESCRIPTION	AGENCY	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
3431	INTEREST ON INVESTMENTS		0.00	118.13	479.70	479.70-	0
		*	0.00	118.13	479.70	479.70-	0

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 OCTOBER 31, 2018

FND	- 900	ENTERPRISE FUNDS	ESTIMATED	CURRENT REVENUE	YTD	UNCOLLECTED	PERCENT
FUNC	DESCRIPTION		REVENUE	OCTOBER 2018	REVENUE COLLECTED	REVENUE	COLLECTED
3431	INTEREST ON INVESTMENTS		5,000.00	1,948.52	9,799.54	4,799.54-	196
3473	SCHOOL AGE CHILD CARE FEES		985,355.00	121,400.86	431,422.19	553,932.81	44
	*		990,355.00	123,349.38	441,221.73	549,133.27	45

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
 REVENUE STATUS SUMMARY
 OCTOBER 31, 2018

FND FUNC	DESCRIPTION	ESTIMATED REVENUE	CURRENT REVENUE OCTOBER 2018	YTD REVENUE COLLECTED	UNCOLLECTED REVENUE	PERCENT COLLECTED
=====	=====	=====	=====	=====	=====	=====
REQUEST 160	TOTAL	241,293,511.91	9,455,695.07	30,823,485.64	210,470,026.27	13

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		102680362.54	56815626.14	14704424.62	22469413.77	500.00	6599554.67	392660.51	1698182.83	.00
EXPENDITURE		26588481.67	13379276.95	3734404.52	7281008.53	33.36	1555515.30	233685.47	404557.54	.00
ENCUMBRANCE		3293404.12	.00	.00	1271167.05	.00	1613257.51	102539.56	306440.00	.00
BALANCE		72798476.75	43436349.19	10970020.10	13917238.19	466.64	3430781.86	56435.48	987185.29	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		4076093.27	3185966.98	744676.33	90366.74	1850.00	37972.19	2325.83	12935.20	.00
EXPENDITURE		1124031.36	832357.42	234565.56	31528.27	333.68	20591.08	99.99	4555.36	.00
ENCUMBRANCE		8926.19	.00	.00	5134.11	.00	3792.08	.00	.00	.00
BALANCE		2943135.72	2353609.56	510110.77	53704.36	1516.32	13589.03	2225.84	8379.84	.00
INST MEDIA SERVICES 6200										
APPROPRIATION		1814610.63	1306658.31	386960.90	8806.38	.00	22976.98	89208.06	.00	.00
EXPENDITURE		495513.89	367293.67	104285.67	2830.49	.00	9616.47	5916.25	5571.34	.00
ENCUMBRANCE		37991.29	.00	.00	5122.79	.00	4990.93	27877.57	.00	.00
BALANCE		1281105.45	939364.64	282675.23	853.10	.00	8369.58	55414.24	5571.34-	.00
INST & CURR DEV 6300										
APPROPRIATION		4309677.59	3445239.48	838235.11	13307.28	.00	9350.00	3071.72	474.00	.00
EXPENDITURE		1266794.31	995195.70	266030.37	2460.04	.00	978.89	839.61	1289.70	.00
ENCUMBRANCE		16273.14	.00	.00	7518.58	.00	8288.61	316.95	149.00	.00
BALANCE		3026610.14	2450043.78	572204.74	3328.66	.00	82.50	1915.16	964.70-	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1698628.78	1111451.32	253407.15	290208.80	.00	4392.00	.00	39169.51	.00
EXPENDITURE		520945.66	297462.92	78922.31	122366.47	.00	730.44	.00	21463.52	.00
ENCUMBRANCE		27948.61	.00	.00	27875.71	.00	72.90	.00	.00	.00
BALANCE		1149734.51	813988.40	174484.84	139966.62	.00	3588.66	.00	17705.99	.00
INSTR RELATED TECH 6500										
APPROPRIATION		7775739.84	663895.00	181996.44	404322.34	.00	6101.00	6519425.06	.00	.00
EXPENDITURE		898472.14	186269.99	51205.39	179854.95	.00	329.59	480812.22	.00	.00
ENCUMBRANCE		403554.25	.00	.00	217467.39	.00	5225.67	180861.19	.00	.00
BALANCE		6473713.45	477625.01	130791.05	7000.00	.00	545.74	5857751.65	.00	.00
BOARD OF EDUCATION 7100										
APPROPRIATION		864623.40	217855.00	106491.49	538476.91	.00	1500.00	.00	300.00	.00
EXPENDITURE		294632.11	72618.24	38596.87	183382.21	.00	34.79	.00	.00	.00
ENCUMBRANCE		363187.78	.00	.00	363187.78	.00	.00	.00	.00	.00
BALANCE		206803.51	145236.76	67894.62	8093.08-	.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

GEN ADMINISTRATION	7200									
APPROPRIATION		513918.01	299913.57	104588.37	17484.20	250.00	15447.88	149.99	76084.00	.00
EXPENDITURE		165745.46	99669.51	35185.85	5849.26	133.96	3264.89	149.99	21492.00	.00
ENCUMBRANCE		7452.91	.00	.00	6853.49	.00	269.42	.00	330.00	.00

BALANCE		340719.64	200244.06	69402.52	4781.45	116.04	11913.57	.00	54262.00	.00

SCH ADMINISTRATION	7300									
APPROPRIATION		8977154.01	6726113.52	1960812.55	167793.44	450.00	58004.96	28334.90	35644.64	.00
EXPENDITURE		2810412.15	2131631.51	605497.15	29689.78	179.49	23434.47	7333.07	12646.68	.00
ENCUMBRANCE		82466.73	.00	.00	64775.84	.00	13510.17	3310.72	870.00	.00

BALANCE		6084275.13	4594482.01	1355315.40	73327.82	270.51	21060.32	17691.11	22127.96	.00

FAC ACQ & CONST	7400									
APPROPRIATION		886450.14	560046.49	143648.75	163450.62	3860.00	3394.00	12050.28	.00	.00
EXPENDITURE		254568.82	166551.20	41387.72	43696.40	1419.78	1263.72	250.00	.00	.00
ENCUMBRANCE		115423.80	.00	.00	114333.64	.00	640.16	450.00	.00	.00

BALANCE		516457.52	393495.29	102261.03	5420.58	2440.22	1490.12	11350.28	.00	.00

FISCAL SERVICES	7500									
APPROPRIATION		1219676.53	856111.12	253945.04	98951.19	.00	8500.00	.00	2169.18	.00
EXPENDITURE		404969.19	284701.31	82394.87	35505.78	.00	2227.52	.00	139.71	.00
ENCUMBRANCE		35842.19	.00	.00	35842.19	.00	.00	.00	.00	.00

BALANCE		778865.15	571409.81	171550.17	27603.22	.00	6272.48	.00	2029.47	.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		2311185.47	1405624.72	455923.29	374791.74	6151.07	59259.73	1684.99	7749.93	.00
EXPENDITURE		651674.00	455886.73	135983.69	115858.60	2817.58	61798.82	997.50	1928.72	.00
ENCUMBRANCE		147626.68	.00	.00	132143.77	140.28	13564.67	.00	1777.96	.00

BALANCE		1511884.79	949737.99	319939.60	126789.37	3193.21	107493.88	687.49	4043.25	.00

TRANSPORTATION SER	7800									
APPROPRIATION		5216881.64	2862073.91	999878.92	295816.55	593574.33	157437.33	2364.55	305736.05	.00
EXPENDITURE		1087409.97	683141.55	246183.85	59565.63	17342.11	44907.16	152.47	36117.20	.00
ENCUMBRANCE		195445.79	.00	.00	36079.71	113677.36	44686.20	1002.52	.00	.00

BALANCE		3934025.88	2178932.36	753695.07	200171.21	462554.86	67843.97	1209.56	269618.85	.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		13114238.18	3662978.09	1309407.88	3672807.23	4081651.86	371621.70	11281.42	4490.00	.00
EXPENDITURE		4708578.36	1243610.35	447058.69	1466787.68	1408838.32	135673.05	4670.27	1940.00	.00
ENCUMBRANCE		1419422.85	.00	.00	1349030.08	5175.75	63624.90	1592.12	.00	.00
BALANCE		6986236.97	2419367.74	862349.19	856989.47	2667637.79	172323.75	5019.03	2550.00	.00
MAINTENANCE SERVICE 8100										
APPROPRIATION		3495310.91	2072470.87	619382.87	582346.32	38250.00	170416.93	6143.04	6300.88	.00
EXPENDITURE		1207199.78	696328.68	210289.41	226035.27	25922.63	47721.37	902.42	.00	.00
ENCUMBRANCE		426183.40	.00	.00	326383.32	1658.14	97514.66	627.28	.00	.00
BALANCE		1861927.73	1376142.19	409093.46	29927.73	10669.23	25180.90	4613.34	6300.88	.00
ADMIN TECH SERVICES 8200										
APPROPRIATION		3926536.94	1928115.00	468958.09	972890.83	3200.00	12154.00	541080.02	139.00	.00
EXPENDITURE		1782766.64	699071.70	178466.69	565930.59	1384.08	3878.35	333975.23	60.00	.00
ENCUMBRANCE		540197.49	.00	.00	391534.03	.00	1497.22	147166.24	.00	.00
BALANCE		1603572.81	1229043.30	290491.40	15426.21	1815.92	6778.43	59938.55	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		162881087.88	87120139.52	23532737.80	30161234.34	4729737.26	7538083.37	7609780.37	2189375.22	.00
EXPENDITURE		44262195.51	22591067.43	6490458.61	10352349.95	1458404.99	1788368.27	1069784.49	511761.77	.00
ENCUMBRANCE		7121347.22	.00	.00	4354449.48	120651.53	1870935.10	465744.15	309566.96	.00
BALANCE		111497545.15	64529072.09	17042279.19	15454434.91	3150680.74	3878780.00	6074251.73	1368046.49	.00
9700 - 9790										
APPROPRIATION		891287.05	.00	.00	.00	.00	.00	.00	.00	891287.05
EXPENDITURE		376928.63	.00	.00	.00	.00	.00	.00	.00	376928.63
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		514358.42	.00	.00	.00	.00	.00	.00	.00	514358.42
*SUB TOTAL										
APPROPRIATION		891287.05	.00	.00	.00	.00	.00	.00	.00	891287.05
EXPENDITURE		376928.63	.00	.00	.00	.00	.00	.00	.00	376928.63
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		514358.42	.00	.00	.00	.00	.00	.00	.00	514358.42

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		163772374.93	87120139.52	23532737.80	30161234.34	4729737.26	7538083.37	7609780.37	2189375.22	891287.05
EXPENDITURE		44639124.14	22591067.43	6490458.61	10352349.95	1458404.99	1788368.27	1069784.49	511761.77	376928.63
ENCUMBRANCE		7121347.22	.00	.00	4354449.48	120651.53	1870935.10	465744.15	309566.96	.00
BALANCE		112011903.57	64529072.09	17042279.19	15454434.91	3150680.74	3878780.00	6074251.73	1368046.49	514358.42

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		376928.63	.00	.00	.00	.00	.00	.00	376928.63	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		12691163.52	.00	.00	.00	.00	.00	.00	12691163.52	.00
*SUB TOTAL										
APPROPRIATION		13068092.15	.00	.00	.00	.00	.00	.00	13068092.15	.00
EXPENDITURE		376928.63	.00	.00	.00	.00	.00	.00	376928.63	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		12691163.52	.00	.00	.00	.00	.00	.00	12691163.52	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		13068092.15	.00	.00	.00	.00	.00	.00	13068092.15	.00
EXPENDITURE		376928.63	.00	.00	.00	.00	.00	.00	376928.63	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		12691163.52	.00	.00	.00	.00	.00	.00	12691163.52	.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		26499305.84	.00	.00	.00	.00	.00	26499305.84	.00	.00
EXPENDITURE		3076496.61	.00	.00	.00	.00	.00	3076496.61	.00	.00
ENCUMBRANCE		3598671.37	.00	.00	.00	.00	.00	3598671.37	.00	.00
BALANCE		19824137.86	.00	.00	.00	.00	.00	19824137.86	.00	.00
*SUB TOTAL										
APPROPRIATION		26499305.84	.00	.00	.00	.00	.00	26499305.84	.00	.00
EXPENDITURE		3076496.61	.00	.00	.00	.00	.00	3076496.61	.00	.00
ENCUMBRANCE		3598671.37	.00	.00	.00	.00	.00	3598671.37	.00	.00
BALANCE		19824137.86	.00	.00	.00	.00	.00	19824137.86	.00	.00
9700 - 9790										
APPROPRIATION		16380649.00	.00	.00	.00	.00	.00	.00	.00	6380649.00
EXPENDITURE		405904.00	.00	.00	.00	.00	.00	.00	.00	405904.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		15974745.00	.00	.00	.00	.00	.00	.00	.00	5974745.00
*SUB TOTAL										
APPROPRIATION		16380649.00	.00	.00	.00	.00	.00	.00	.00	6380649.00
EXPENDITURE		405904.00	.00	.00	.00	.00	.00	.00	.00	405904.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		15974745.00	.00	.00	.00	.00	.00	.00	.00	5974745.00
GRAND TOTAL FOR FUND										
APPROPRIATION		42879954.84	.00	.00	.00	.00	.00	26499305.84	.00	6380649.00
EXPENDITURE		3482400.61	.00	.00	.00	.00	.00	3076496.61	.00	405904.00
ENCUMBRANCE		3598671.37	.00	.00	.00	.00	.00	3598671.37	.00	.00
BALANCE		35798882.86	.00	.00	.00	.00	.00	19824137.86	.00	5974745.00

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		5948136.57	3525886.73	1243493.21	670623.63	.00	407871.51	39918.89	60342.60	.00
EXPENDITURE		1076806.62	622055.04	204422.62	105380.40	.00	92556.14	7053.30	45339.12	.00
ENCUMBRANCE		82816.72	.00	.00	7098.47	.00	72293.25	3425.00	.00	.00
BALANCE		4788513.23	2903831.69	1039070.59	558144.76	.00	243022.12	29440.59	15003.48	.00
PUPIL PERSONNEL SER 6100										
APPROPRIATION		1181200.01	792142.94	219860.71	42384.91	.00	114811.45	.00	12000.00	.00
EXPENDITURE		246869.89	184632.32	48947.04	2863.24	.00	10427.29	.00	.00	.00
ENCUMBRANCE		47772.81	.00	.00	1753.01	.00	46019.80	.00	.00	.00
BALANCE		886557.31	607510.62	170913.67	37768.66	.00	58364.36	.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		547795.41	421295.47	110198.88	15756.37	.00	418.20	126.49	.00	.00
ENCUMBRANCE		3278.93	.00	.00	3278.93	.00	.00	.00	.00	.00
BALANCE		1591741.92	1187235.19	348398.05	20453.55	.00	8755.13	22000.00	4900.00	.00
INST STAFF TRAINING 6400										
APPROPRIATION		1092309.31	523352.99	149102.70	339033.14	.00	19928.48	20956.00	39936.00	.00
EXPENDITURE		227662.55	104774.89	26344.40	58979.86	.00	1483.89	20956.00	15123.51	.00
ENCUMBRANCE		93645.75	.00	.00	93445.33	.00	200.42	.00	.00	.00
BALANCE		771001.01	418578.10	122758.30	186607.95	.00	18244.17	.00	24812.49	.00
GEN ADMINISTRATION 7200										
APPROPRIATION		503558.43	.00	.00	.00	.00	.00	.00	503558.43	.00
EXPENDITURE		108873.35	.00	.00	.00	.00	.00	.00	108873.35	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		394685.08	.00	.00	.00	.00	.00	.00	394685.08	.00
FOOD SERVICE 7600										
APPROPRIATION		9821861.66	3174518.17	1105188.24	172306.68	268699.76	3831824.94	960660.98	308662.89	.00
EXPENDITURE		2443849.23	660111.81	239755.49	42269.21	92698.05	1016251.76	298891.68	93871.23	.00
ENCUMBRANCE		1841103.50	.00	.00	39623.29	16488.49	1742763.93	42152.79	75.00	.00
BALANCE		5536908.93	2514406.36	865432.75	90414.18	159513.22	1072809.25	619616.51	214716.66	.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		275768.22	.00	.00	.00	.00	.00	.00	275768.22	.00
EXPENDITURE		4807.50	.00	.00	.00	.00	.00	.00	4807.50	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		270960.72	.00	.00	.00	.00	.00	.00	270960.72	.00
COMMUNITY SERVICES 9100										
APPROPRIATION		329866.45	253353.08	56178.06	8200.00	.00	9058.37	4790.00	1713.06-	.00
EXPENDITURE		126795.68	94296.80	19696.57	1700.00	.00	8428.37	4790.00	2116.06-	.00
ENCUMBRANCE		2500.00	.00	.00	2500.00	.00	.00	.00	.00	.00
BALANCE		200570.77	159056.28	36481.49	4000.00	.00	630.00	.00	403.00	.00
*SUB TOTAL										
APPROPRIATION		21301676.91	9883784.57	3232579.85	1272037.21	268699.76	4392668.08	1048452.36	1203455.08	.00
EXPENDITURE		4783460.23	2087166.33	649365.00	226949.08	92698.05	1129565.65	331817.47	265898.65	.00
ENCUMBRANCE		2071117.71	.00	.00	147699.03	16488.49	1861277.40	45577.79	75.00	.00
BALANCE		14447098.97	7796618.24	2583214.85	897389.10	159513.22	1401825.03	671057.10	937481.43	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		21301676.91	9883784.57	3232579.85	1272037.21	268699.76	4392668.08	1048452.36	1203455.08	.00
EXPENDITURE		4783460.23	2087166.33	649365.00	226949.08	92698.05	1129565.65	331817.47	265898.65	.00
ENCUMBRANCE		2071117.71	.00	.00	147699.03	16488.49	1861277.40	45577.79	75.00	.00
BALANCE		14447098.97	7796618.24	2583214.85	897389.10	159513.22	1401825.03	671057.10	937481.43	.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		18731.56	15512.70	3218.86	.00	.00	.00	.00	.00	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		56443.44	47487.30	7956.14	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		6899982.06	34410.68	866052.16	456863.47	2030.45	.00	.00	5540625.30	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		14792645.94	62339.32	2039022.84	843636.53	2969.55	35000.00	8000.00	11801677.70	.00
*SUB TOTAL										
APPROPRIATION		21767803.00	159750.00	2916250.00	1300750.00	5000.00	35000.00	8000.00	17343053.00	.00
EXPENDITURE		6918713.62	49923.38	869271.02	456863.47	2030.45	.00	.00	5540625.30	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		14849089.38	109826.62	2046978.98	843886.53	2969.55	35000.00	8000.00	11802427.70	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		21767803.00	159750.00	2916250.00	1300750.00	5000.00	35000.00	8000.00	17343053.00	.00
EXPENDITURE		6918713.62	49923.38	869271.02	456863.47	2030.45	.00	.00	5540625.30	.00
ENCUMBRANCE		.00	.00	.00	.00	.00	.00	.00	.00	.00
BALANCE		14849089.38	109826.62	2046978.98	843886.53	2969.55	35000.00	8000.00	11802427.70	.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	50344.00	11800.00	500.00	.00
EXPENDITURE		306878.37	213527.75	43105.39	28122.02	.00	21502.76	520.45	100.00	.00
ENCUMBRANCE		12752.38	.00	.00	5566.87	.00	7028.21	157.30	.00	.00
BALANCE		666230.94	499573.68	102854.87	30467.11	.00	21813.03	11122.25	400.00	.00
*SUB TOTAL										
APPROPRIATION		985861.69	713101.43	145960.26	64156.00	.00	50344.00	11800.00	500.00	.00
EXPENDITURE		306878.37	213527.75	43105.39	28122.02	.00	21502.76	520.45	100.00	.00
ENCUMBRANCE		12752.38	.00	.00	5566.87	.00	7028.21	157.30	.00	.00
BALANCE		666230.94	499573.68	102854.87	30467.11	.00	21813.03	11122.25	400.00	.00
GRAND TOTAL FOR FUND										
APPROPRIATION		985861.69	713101.43	145960.26	64156.00	.00	50344.00	11800.00	500.00	.00
EXPENDITURE		306878.37	213527.75	43105.39	28122.02	.00	21502.76	520.45	100.00	.00
ENCUMBRANCE		12752.38	.00	.00	5566.87	.00	7028.21	157.30	.00	.00
BALANCE		666230.94	499573.68	102854.87	30467.11	.00	21813.03	11122.25	400.00	.00

* * * END OF IRBD410 REPORT * * *

FND - 300 CAPITAL PROJECTS		PRD-00 BEGINNING			PRD-04 OCTOBER 2018	
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE
B	TRANSFERS	16,380,649.00	0.00	0.00	405,904.00	15,974,745.00
B 000	(GF)NON-DISCR SALARY (DIST)	0.00	0.00	0.00	0.00	0.00
B 001	SAFETY TO HEALTH	7,332,122.70	0.00	670,793.24	462,961.84	6,198,367.62
B 002	ADA COMPLIANCE	83,133.75	0.00	10,718.74	19,835.93	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	794,833.55	346,312.60	833,584.60
B 005	ROOFING	1,719,109.99	0.00	229,680.20	216,179.17	1,273,250.62
B 007	WALKWAYS AND SIDEWALKS	18,702.80	0.00	0.00	3,100.00	15,602.80
B 008	ELECTRICAL	353,781.59	0.00	76,597.21	40,050.03	237,134.35
B 009	SITE IMPROVEMENTS	1,046,263.95	0.00	90,660.41	38,479.55	917,123.99
B 010	BUILDING RENOVATIONS	2,649,009.53	0.00	293,021.75	134,664.43	2,221,323.35
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	151,884.92	0.00	29,499.39	118,693.79	3,691.74
B 018	PAVING	73,334.91	0.00	51,582.00	2,500.00	19,252.91
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	160,399.25	0.00	24,887.26	17,671.23	117,840.76
B 024	MISC EQUIPMENT	237,474.07	0.00	64.99	33,934.09	203,474.99
B 030	CONCRETE CLASSROOM ADDITIONS	10,957.41	0.00	4,345.00	617.16	5,995.25
B 033	WINDOWS & DOORS	9,673.46	0.00	4,062.29	424.09	5,187.08
B 034	CUSTODIAL/GROUNDS EQUIPMENT	81,000.00	0.00	32,648.52	31,378.83	16,972.65
B 036	CONSULTING	107,156.67	0.00	44,930.00	17,250.00	44,976.67
B 037	HARDCOURT	92,200.00	0.00	5,203.00	30,000.00	56,997.00
B 044	GYM/BAND/PE	156,271.05	0.00	2,859.00	40,958.05	112,454.00
B 048	PORTABLE LEASING & FF&E	1,208,171.82	0.00	203,555.20	350,826.89	653,789.73
B 068	BEACHLAND EXPANSION	37,266.36	0.00	31,910.60	0.00	5,355.76
B 072	PLAYGROUNDS	488,168.59	0.00	151,111.33	92,964.90	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	5,871.06	7,117.65	62,667.10
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	397,152.00	521,877.00	549,857.16
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	277,290.06	308,296.88	64,776.41
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	0.00	105,260.00	0.00
	*	42,879,954.84	0.00	3,598,671.37	3,482,400.61	35,798,882.86

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FND - 420 SPECIAL REVENUE - OTHER - 420		PRD-00 BEGINNING			PRD-04	OCTOBER	2018
TY PRJ		BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B 101	TITLE I PART C MIGRANT-18/19	37928.00	0.00	9.51	2948.28	34970.21	92.20
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	1164.00	1481.71	45033.37	248719.43	83.91
B 104	TITLE IV-STUDENT SUPP&ACA ENRI	28339.19	0.00	0.00	28339.19	0.00	.00
B 105	TITLE I BASIC-FY 18/19	4815860.32	496.94	64912.48	875454.11	3874996.79	80.46
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	14618.79	145884.53	466257.68	74.39
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	0.00	31388.71	29147.58	59715.18	49.66
B 135	TITLE I-SCH IMPROVEMENT 18/19	288348.75	0.00	101773.00	16374.49	170201.26	59.03
B 151	TITLE III-ENGLISH LANG-18/19	115119.78	0.00	5282.00	15425.87	94411.91	82.01
B 157	TITLE III-SUPPLEMENTAL FOR ELL	75000.00	0.00	0.00	0.00	75000.00	100.00
B 177	21ST CENTURY-PIE 18/19	140016.07	0.00	0.00	23260.19	116755.88	83.39
B 178	21st. century - pie	62150.63	0.00	0.00	62150.63	0.00	.00
B 179	21ST CENTURY-CCLC 18/19	137986.00	0.00	2810.42	40065.51	95110.07	68.93
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	24356.32	89724.68	78.31
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	700.70	1005.42	826115.58	3051022.30	78.66
B 301	ADULT EDUCATION-18/19	151203.00	0.00	3330.97	46238.59	101633.44	67.22
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	2160.60	30633.44	142528.46	80.69
B 310	Carl Perkins Sec Voc Ed FY18	2646.50	0.00	0.00	2646.50	0.00	.00
	*	11162658.76	3674.14	229273.61	2308663.72	8621047.29	77.23

FND - 421 SPECIAL REVEVUE-OTHER FED DIR			PRD-00 BEGINNING			PRD-04 OCTOBER 2018	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
B	209	FDLRS-18/19	4500.00	0.00	0.00	1601.61	2898.39 64.41
B	213	WBLE-18/19	293124.49	0.00	0.00	15290.66	277833.83 94.78
B	315	CARL PERKINS-POSTSEC-VOC 18/19	18533.00	0.00	740.60	13056.01	4736.39 25.56
		*	316157.49	0.00	740.60	29948.28	285468.61 90.29

FND - 422 SPECIAL REVENUE-OTHER REIMBURS		PRD-00 BEGINNING			PRD-04	OCTOBER	2018	
TY	PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	%	REM
B	215	999.00	0.00	0.00	999.00	0.00		.00
		999.00	0.00	0.00	999.00	0.00		.00

TY PRJ	BUDGET	COMMITTED	ENCUMBERED	EXPENDED	AVAILABLE	% REM
REQUEST 163 TOTAL	11479815.25	3674.14	230014.21	2339611.00	8906515.90	77.58