

**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: March 26, 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 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
- IV. PRESENTATIONS
 - A. Musical Rendition by Liberty Magnet School**
 - B. Short Video on School Initiatives**
 - C. Tuttle Holiday Card Contest**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
 - A. Approval of Minutes – Dr. Rendell**
 - 1. 2019/02/12 – Board Discussion Session Minutes
 - 2. 2019/02/12 - Business Meeting Minutes
 - 3. 2019/02/26 - Superintendent's Workshop Minutes
 - 4. 2019/02/16 – Business Meeting Minutes – **Date Correction: 2019/02/26**
 - 5. 2019/02/26 - Pending Litigation Minutes
 - 6. 2019/03/05 – Finance Training Minutes
 - Superintendent 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 2019 District Summer School Programs – Mrs. Dampier

The 2019 District Summer School Program schedule highlights summer programs including site information and funding sources for each program. Title I, State Reading Allocation budget, community partnerships grants, the Early Learning Coalition and SDIRC general budget make up the funding sources. The estimated total for all summer programs is \$1,045,191.74. Superintendent recommends approval.

D. Approval of Donations – Dr. Rendell

1. Liberty Magnet School received a donation in the amount of \$1,000 Bowling Business Builders International, Inc. The funds will be used for the students at Liberty Magnet School; a donation in the amount of \$1,650 was received from the Liberty Magnet School PTA. The funds will be used for the 5th grade Ecology Club at Liberty Magnet School.
2. Fellsmere Elementary School received a donation in the amount of \$4,177.10 from the Sebastian Area Historical Society, Inc. The funds will be used for books, manipulatives, and hands-on activities for the Fellsmere School Media Center. Superintendent recommends approval.

E. Approval of Agreement to Exchange Use of Facilities and Equipment with the City of Vero Beach – Mr. Teske

Approval is recommended for the renewal of a long-standing agreement between the City of Vero Beach and the School District. This agreement states that each party will provide the other the use of particular-facilities and equipment, and to pay related costs, expenses, and fees for certain recreational or school activities, and transportation needs. The agreement authorizes the Superintendent to renew the agreement annually on behalf of the School District. Superintendent recommends approval.

F. Approval of Superintendent's Evaluation Timeline – Chairman Zorc

Approval is requested for the Superintendent's Evaluation Timeline, which was reviewed at the March 12, 2019 Board Discussion Session. Chairman recommends approval.

VII. ACTION AGENDA

A. Approval of Bill of Sale for the Photovoltaic System located at Storm Grove Middle School from Florida Power & Light to The School Board of Indian River County. – Mr. Teske

Approval is recommended for the Bill of Sale to transfer assets of Florida Power & Light to The School Board of Indian River County of a Photovoltaic Solar System, located at Storm Grove Middle School. The Bill of Sale meets the terms and conditions of the Photovoltaic for Schools Pilot Program Contract signed by the School Board of Indian River County on February 12th, 2013. See attached backup. Superintendent recommends approval.

B. Approval to Award SDIRC 10-0-2019JC Invitation to Bid (ITB) for a Single Point of Entry to Bill Bryant & Associates, LLC - Mr. Teske

The purpose and intent of this Invitation to Bid is to secure a firm price to create a single point of entry at one of our schools as per specifications and drawings provided by Song + Associates Architects. The cost to the District is \$498,780.00 (Bid amount of \$429,180.00, an alternate bid of \$4,600 and the owner added contingency of \$65,000.00). The Purchasing Department recommends award to Bill Bryant & Associates, LLC as the lowest and best responsive and responsible bidder meeting specifications, terms and conditions. Please see backup located on the secured site. Superintendent recommends approval.

C. Approval of Owner/Contractor Construction Agreement for Single Point of Entry (SDIRC #10-0-2019JC) – Mr. Teske

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Bill Bryant & Associates, LLC. for Single Point of Entry (SDIRC #10-0-2019JC), in the amount of \$498,780.00. The scope of work includes all renovations necessary to create a new single point of entry. The contract total amount consists of the Contractor's Base Bid in the amount of \$429,180.00, Alternate in the amount of \$4,600.00 and an owner added contingency in the amount of \$65,000.00, 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 \$36,780.00, for an overall total project cost of \$535,560.00. Superintendent recommends approval.

D. Approval to Issue a Change Order to P.O. 01900162 – Mr. Teske

Pursuant to School Board Policy 6320, the Superintendent’s authority is limited to purchase commodities and/or contractual services where the total amount does not exceed \$50,000 and does not exceed the applicable appropriation in the District Budget. Staff is requesting approval to process and release a change order to P.O. 01900162 increasing the total FY 2019 spend with Delta Automation Inc. to \$53,832.75. This purchase order is for district wide building automation parts and services. This increase of \$10,000 is being requested in anticipation the pending inclement weather season. Justification for this request is included in the backup. Superintendent recommends approval.

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

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

F. Approval of Legislative Priorities – Chairman Zorc

Attached is a draft letter to be reviewed prior to presenting to our Representatives. In this draft are the items that have been discussed at the March 12, 2019 Board Discussion Session. Chairman recommends approval.

VIII. SUPERINTENDENT’S REPORT

IX. DISCUSSION

ADD ON

Superintendent’s Employment Agreement – Mrs. Zorc

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT’S CLOSING

XIII. ADJOURNMENT

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

Anyone who needs a special accommodation to participate in these meetings may contact the School District's American Disabilities Act Coordinator at 564-3175 (TTY 564-2792) at least 48-hours in before the meeting. NOTE: Changes and amendments to the agenda can occur 72-hours prior to the meeting. All business meetings will be held in the Joe N. Idlette, Jr. Teacher Education Center (TEC) located in the J.A. Thompson Administrative Center at 6500 – 57th Street, Vero Beach, FL 32967, unless otherwise specified. Meetings may broadcast live on Comcast/Xfinity Ch. 28, AT&T Uverse Ch. 99, and the School District's website stream; and may be replayed on Tuesdays and Thursdays at the time of the original meeting. For a schedule, please visit the District's website at www.indianriverschools.org/iretv. The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

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The District School Board of Indian River County met on February 12, 2019, at 1:00 p.m. The Board Discussion Session 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.

Board Discussion Session Minutes

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

II. Presentation

Chairman Zorc started with the time frame of the meeting. Taking a break at 2:30 p.m., limiting everyone’s time to 20 minutes. There was a discussion on how to proceed with the process. Each Board Member shared their thoughts. The Board came to a consensus of 17 minutes per item. Mrs. D’Agresta would be utilizing the timer and at 15 minutes, she will provide a two-minute warning to wrap up.

III. ITEMS PLACED ON AGENDA BY BOARD MEMBERS

Items held from the 11/20/2018 Organization Meeting

Mrs. Zorc brought these items up to discuss and finalize.

a) SHAC Committee (School Health Advisory Committee)

Chairman Zorc shared that since staff that attends can bring back recommendations, we will allow it to continue this way. Mrs. Zorc did ask that everyone keep track of the agenda that is shared with them.

b) Treasure Coast Council of Local Government Committee

Chairman Zorc stated that she has sat on this committee for the last two years. Mrs. Justice was willing to speak with the representative from the County Commission and, if there are things related to schools, she would obtain information to share with the Board. Delay of dues being paid was requested and will be discussed at a later time.

- c) Oversight MPO Committee – Citizen Representative (Required) Application is posted on the website and was sent to all Board Members.

Chairman Zorc explained the position needs to be filled due to it being a voting position. She spoke with Ms. Speak, previous Citizen Representative, and she provided a referral. Mrs. Zorc has reached out to this person and they are supposed to be providing their application.

- d) Legislative Liaison

Chairman Zorc explained she held the position for the last two years and asked that she be the point person for this. There was a brief discussion on this. Dr. Schiff volunteered to be a back-up for this position. It was also discussed that all Board Members are advocates for the District.

1. Teri Barenborg

- a) Board Agenda – To add two agenda items: IRCEA Report and CWA Report

Chairman Zorc recognized Mrs. Barenborg. Mrs. Barenborg shared some different agenda ideas. Such as a spot on the agenda for the attorney, along with the IRCEA and CWA to provide reports. She also commented on how some districts even have a spot for Student Government. The Board Members all felt the reports from the Union Representatives were a great idea along with the Student Government. It was discussed about a time limit on the reports. It was noted that Committee Reports were part of the Board Discussion in the past. It was asked to be presented as an Action Item on an agenda.

- b) STEM Initiatives Report – I would like staff to give us an update on what STEM initiatives we have in place and what is planned for in the future.

Chairman Zorc recognized Mrs. Barenborg. As a STEM Advocate, she has wanted to share information with her fellow, Board Members. Mrs. Barenborg asked Dr. Rendell to speak to this and if staff is available to speak at this time. Dr. Rendell asked Mrs. Teske come to speak with regards to this. Mrs. Teske provided the Board Members with a brief overview of the history of STEM and the current status. It was asked for this to come back as a workshop setting.

2. Jaqueline Rosario

- a) Review our Strategic Plan with a look at our current numbers/data. What are our measurable objective goals? Our Superintendent's end year evaluation should reflect our Strategic Plan. ~~Our District Level Administrative Staff should also have evaluations that reflect our strategic plan. (We will need copies of our Strategic Plan, along with updated data and any measurable to evaluate effectiveness.~~ Dr. Rendell's Employment Agreement Terms.

Chairman Zorc recognized Mrs. Rosario. Mrs. Rosario shared her discussion item. She reviewed the items that were attached as back up and the history of the changes. She also shared timeline information. Mrs. Rosario said her intention is to have the evaluation tool and Strategic Plan match up for measuring his goals. Mrs. Zorc suggested listening to the Workshop from 8/28/2018 approved on 9/11/2018. It was suggested that the Board come back to this, if there is time.

- b) Teacher Evaluations & Performances

Chairman Zorc recognized Mrs. Rosario. Mrs. Rosario discussed the Highly Effective or Effective Teachers. She reviewed how the teachers are measured. She feels there is a disconnect and asked Dr. Rendell to speak to this. Dr. Rendell shared information with the Board Members. It was also brought up that it may be something that needs to be added to the Legislative Platform due to some of the solution having to come from Tallahassee. Mrs. Rosario wanted to bring this forward for awareness.

3. Mara Schiff, Ph.D.

- a) Reviewing Superintendent's Contract, Job Description, and Evaluation Mechanisms. 1) Financial Terms and Agreements; 2) Assessment Criteria and Timeframe; and 3) An Annual District "State of the Union"

Chairman Zorc recognized Dr. Schiff. Dr. Schiff asked Mrs. D'Agresta to explain parts of Dr. Rendell's Employment Agreement. One being the length of the agreement. The other was options the Board has. Dr. Schiff has also suggested reinstating a State of the Union, as done in the past. It was discussed how the goals would be reached. Dr. Rendell was asked to present this at a workshop. Dr. Rendell also said the State of the District was done previously in July, three years ago. The last two years were Strategic Report presentations at the end of the school year.

- b) School Board Policies, Procedures, and Job Descriptions – Getting very clear and aligned on the roles, responsibilities, and limits of the Board.

Chairman Zorc recognized Dr. Schiff. Dr. Schiff asked to flip her two items. She requested to discuss Item C first.

- c) Reviewing Legal Counsel Contract: Role, Internal vs External Counsel Benefits/Costs.

Chairman Zorc agreed to change the two items. Dr. Schiff brought up the prior presentations from the Audit Committee and information provided at previous meetings. Dr. Schiff wanted to bring this up since the past Board tabled this for the new Board, and she wanted to start the conversation. Dr. Rendell shared that Mr. Carver was ready to start the RFQ process and he would have to be given the direction of the Board. Mrs. Zorc also brought up that in 2012, the other legal counsel was also addressed. Mrs. Zorc said there are three areas to look at: Compare In-House Counsel cost, list of attorney's, and how many hours the attorney represents us. Dr. Schiff is asking for an analysis to be done on all legal counsel for the District. It was asked as to who would be handling the analysis. Dr. Rendell spoke about how Brevard handled this exact same situation.

4. Tiffany Justice

- a) Board Protocols

Chairman Zorc recognized Mrs. Justice. Mrs. Justice shared the information provided in the back-up and asked to have a broader discussion on this. Each of the Board Members participated with input. It was also discussed that all department inquiries should be going through the Superintendent per Board Policy. Mrs. Justice asked to review and if this can be brought up at another meeting to be able to come to a consensus on operating protocols. Items that were brought up were Roberts Rules, meetings with the Superintendent prior to meetings, and guidelines, and come back to go through point by point to create their own model.

b) School Start Times

Chairman Zorc recognized Mrs. Justice and shared that she only had three minutes left. Mrs. Justice said that she would like to speak about School Start Time and said that she wanted to share that the most pressing matter was the Legislative Platform. She said that they need to demand more from the State with regards to adequate funding for many items. Mrs. Zorc said she will lay out a priority list.

5. Laura Zorc

a) Legislative Platform

Chairman Zorc spoke of working on reoccurring funds for School Safety and Mental Health Services. She asked Dr. Rendell to speak to this. Dr. Rendell gave a summary of the allocations. Dr. Schiff said that she will be providing the Board Members with documentation regarding Safety and Security. Conversation continued about priorities to be discussed with the County Commission and with our Representatives. Mrs. Zorc is going to obtain the meeting that they should attend. Mrs. Barenborg also suggested each of them contact their District Commissioner to have further discussion prior to the meeting.

b) Board Communication

During the Discussion Session, Chairman Zorc called for a ten-minute break at 2:35 p.m. She called the meeting back to order at 2:45 p.m.

IV. BOARD COMMITTEE REPORTS

None

V. ITEMS PLACED ON AGENDA BY SUPERINTENDENT – Dr. Rendell

None

VI. ADJOURNMENT – Chairman Zorc

Meeting adjourned at approximately 4:00 p.m.

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The District School Board of Indian River County met on February 12, 2019, 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 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. Prior to the meeting, an invocation was given by Pastor Derek West from Genesis Church in Vero Beach.

Business 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 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
Chairman Zorc asked the Board Members, if there were any items they wished to move from Consent to Action. No one responded. Chairman Zorc then called for a Motion to Adopt the Orders of the Day. Mrs. Justice moved approval. Mrs. Barenborg 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 prefaced the Presentations with a brief overall view of what the audience was to expect. He then introduced Mrs. Maddox, Public Information Officer for the Presentation.
 - A. Musical Rendition by – Vero Beach High School Mary Poppins Performance**
Mrs. Maddox prefaced the performance with the performers’ names, also details about the performance at the school. She provided dates and times.
 - B. Short Video on School Initiatives**
The video was on the 2017/2018 Executive Summary.
 - C. Casual for a Cause – Leukemia and Lymphoma Society**
Mrs. Maddox introduced the representatives from the Leukemia & Lymphoma Society. A check in the amount of \$6111 was presented to them and photos were taken.
 - D. Veteran of the Month**
Mrs. Maddox introduced the Veteran of the Month, Jason Patzer. He came to the podium and spoke to the audience. Photos were taken.

E. Proclamation – Career & Technical Education Month

Mrs. Maddox introduced Ms. Christi Shields, Principal of the Treasure Coast Technical College. Ms. Shields introduced the different department heads along with the students from these departments. The students all participated in reading the Proclamation. After the Proclamation, Chairman Zorc called for a Motion to accept the Proclamation. Mrs. Justice moved approval. Dr. Schiff seconded the motion and the vote carried unanimously, with a 5-0 vote. A group photo was taken.

F. Recognizing Some Country Hero's

Mrs. Maddox introduced Ms. Jennifer Amos, and asked her to come to the podium for this presentation. Ms. Amos spoke of letters our students wrote to our soldiers abroad. She shared four of the letters as samples of what was sent.

V. CITIZEN INPUT

Mike Murray – Finances

Cathy Filusch – Education Foundation & School District Relationship

VI. CONSENT AGENDA

Chairman Zorc called for a Motion. Mrs. Justice moved approval. Dr. Schiff seconded the motion, and it carried unanimously, with a 5-0 vote. Dr. Rendell addressed the Chairman and asked to speak regarding to a donation. Chairman Zorc recognized Dr. Rendell. Dr. Rendell asked Mrs. Beth Hofer, Principal of Oslo Middle School, to come to the podium and speak to the donation that was made to her school. Mrs. Hofer spoke about the donation being given to the school. She introduced the teacher, Mr. Buldo, and the donors, Mr. and Mrs. Tait. Mr. Tait shared a few words with the Board Members and the audience. Mrs. Justice also acknowledged two other donations that were made from The Education Foundation.

A. Approval of Minutes – Dr. Rendell

1. 2019-01-15 Business Meeting Minutes
Superintendent 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 Donations – Dr. Rendell

1. Sebastian River High School received a donation in the amount of \$3,730.72 from Highlands Homes Roofing, ~~\$2,230.72 will be used to benefit the Sebastian River High School Chum Bucket (Removed due to being a fundraiser)~~, and the remaining \$1,500 will benefit the Sebastian River High School Baseball team.
2. Vero Beach Elementary School received a donation in the amount of \$6,496 from The Education Foundation of Indian River County. The funds will be used for the Vero Beach Elementary School students' field trip to Blue Man Group Show in Orlando.

3. Oslo Middle School received a donation in the amount of \$13,600 from Mr. And Mrs. William Tait. The donation will be used to purchase two new electronic scoreboards for the Oslo Middle School gymnasium.
Superintendent recommends approval.

ADD-ON

D. Approval of Student Expulsion Recommendation 2019-01 – Dr. Rendell

Principal Dariyall Brown is requesting the expulsion of Student #19-31 on charges of School Board Policy 5600/5610 – WPO Weapons Possession – Violation of Hearing Officer’s Findings of Fact, Conclusion of Law and Recommendations dated January 10, 2019. Recommendation is for expulsion for the remainder of the 2018-2019 school year. Superintendent recommends approval.

VII. ACTION AGENDA

A. Approval of Renewal - Agreement with Advanced Medical Personnel Services, Inc. for 2018-2019 – Mrs. Dampier

The attached is a copy for a continuation to provide services for physical therapy and speech and language for ESE students. Advanced Medical provides one physical therapist and one full time Speech/Language Pathologist for students during their regular academic day. The original service agreement was in the amount of \$100,00.00. The ESE Department anticipates an approximate need for additional funds in the amount of \$97,800.00 for continued services through the end of the 2018-2019 school year and through the Extended School year. Funding for the contract will be through the IDEA Part B Entitlement Grant (K-12). Superintendent recommends approval.

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

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

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

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the information to the Board Members 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. There was a brief discussion.

C. Approval for Superintendent to Reach Budget Goal – Dr. Rendell

In accordance with School Board Policy 6210, 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 unreserved fund balance not classified as restricted, committed, or non-spendable to the minimum amount set forth herein. Attached, please find a copy of the Plan and Timeline to achieve this Superintendent recommends approval.

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the information to the Board Members and the audience. He also read the back-up letter that was attached to the agenda. Chairman Zorc called for a Motion. Mrs. Rosario moved approval. Mrs. Barenborg seconded the motion, and it carried unanimously, with a 5-0 vote. There was a brief discussion.

ADD-ON

D. Approval of Budget Amendment – Dr. Rendell

This request is for approval of the following budget amendment for fiscal year ending June 30, 2019:

Amendment #2 – General Fund – October 2018 – December 2018

Superintendent recommends approval.

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the information to the Board Members 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.

VIII. SUPERINTENDENT'S REPORT

Chairman Zorc recognized Dr. Rendell to provide his Superintendent's Report. Dr. Rendell read the letter that was posted to his District webpage. This was a letter with regard to February 14th, being the one-year anniversary of the Marjory Stoneman Douglas tragedy along with School Safety and Security within the School District.

A moment of silence was taken.

IX. DISCUSSION

Mrs. Rosario asked Chairman Zorc, if she would like to change the order of the discussion. Mrs. Rosario explained that her item would not take very long. Chairman Zorc approved the change.

2) New Education Reform – Textbook Adoption – Mrs. Rosario

Chairman Zorc recognized Mrs. Rosario to present her discussion item. Mrs. Rosario shared information on the new Education Reform that is being proposed. She shared

the Resolution from Martin County and potentially doing the same. The Board, Dr. Rendell, and Mrs. Dampier all spoke to this discussion item.

- 1) January 24, 2019 Sniffen and Spellman Report – Mrs. Zorc
Chairman Zorc read a timeline of events that she provided with the agenda. She continued to review the report. Each Board Member had their opportunity to speak to this item.

X. SCHOOL BOARD MEMBER MATTERS

Mrs. Barenborg

Thanking Staff for STEAM Initiatives
Moonshot Literacy Lane/Walked with former teacher
Dodgertown (Reading today)
Glendale – Principal Faust’s Birthday

Mrs. Rosario

Shout out to Jennifer Amos and for the letters for our soldiers
Reminder – Job Fair is from 9:00 a.m. – 2:00 p.m. in the TEC (tomorrow)
Plug for STEAMFEST
Vero Beach Academy Co-op
Apologized to Mrs. Justice about her tone earlier in the day
Oslo Middle School site visit

Dr. Schiff

Nothing to report

Mrs. Justice

Thanking Mrs. Rosario
Learning to work together
Looking forward to working together
Thank you to Staff & Teachers
Productive day

Chairman Zorc

Nothing to report

XI. INFORMATION AGENDA

- 1) **Recurring Vendor report of Released Purchase Orders Through January 25, 2018 - Mr. Teske**
Pursuant to Action Agenda Item B. Business Meeting on September 11, 2018, whereby as a means of efficient management of District operations, the School Board Approved Purchase Order authority caps for a list of vendors that routinely provide goods and services to the District. In accordance with the School Board’s directive, staff hereby, presents the attached report of released purchase orders or expenditures for all

vendors on the list through January 25, 2018. This report ensures that previously approved limits are not exceeded. Please see attached backup.

XII. SUPERINTENDENT'S CLOSING

Chairman Zorc recognized Dr. Rendell. He wanted to touch on the CTE Month and seeing the students from the technical college read the Proclamation. Also, seeing the high school students perform.

XIII. ADJOURNMENT – Chairman Zorc

Meeting adjourned at approximately 8:47 p.m.

The District School Board of Indian River County met on February 26, 2019, at 1:01 p.m. The Superintendent's Workshop was held in the Joe N. Idlette, Jr. Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Laura Zorc, and Vice Chairman Tiffany M. Justice. Along with Board Members: Teri Barenborg, Jacqueline Rosario (arrived at 1:02), and Dr. Mara Schiff were present. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

Superintendent's Workshop Minutes

I. Meeting was called to order by Chairman Zorc at 1:01 p.m.

II. Purpose of the Meeting

Chairman Zorc recognized Dr. Rendell. Dr. Rendell reviewed the presentations that were going to be covered today at the workshop. He also explained the workshop was for information only.

III. Presentations

1) Strategic Plan Update

Dr. Rendell prefaced the strategies and what was going to be presented. He also introduced Mrs. Dampier, Mr. Chris Taylor, Dr. Kathrine Pierandozzi, Ms. Heather Clark, and Mrs. Kelly Baysura. Mrs. Dampier started off and explained they would be reviewing the details provided in the PowerPoint Presentation and hand-out. Each of the presenters reviewed their specific slides from the PowerPoint Presentation. The Board Members had questions for the presenters, which were all covered. Mrs. Justice stepped out at 2:19 p.m., and returned at 2:23 p.m.

Chairman Zorc called for a break at 3:04 p.m. She reconvened the Workshop at 3:11 p.m. Mrs. Rosario came in at 3:15 p.m. Chairman Zorc recognized Dr. Rendell to continue with the workshop.

2) Panorama Survey – Postponed Presentation.

3) ERP Conversion – Postponed Presentation.

4) Policy & Procedure Updates

Dr. Rendell explained that Presentations 2 and 3 would be postponed due to time constraints. With there being three new Board Members, Dr. Rendell shared how the review would take place and asked that all questions be covered as they go through each policy. There were presenters from each department to review the policies and the recommended changes. Questions by the Board Members were

discussed and covered by the specific presenter and Dr. Rendell. Mrs. Davis was present to assure all requested and discussed updates were noted.

- IV. ADJOURNMENT – Chairman Zorc
Meeting adjourned at approximately 4:53 p.m.

The District School Board of Indian River County met on February 26, 2019, 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 M. Justice, and Board Members: Teri Barenborg, Jaqueline 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 Rabbi Michael Birnholz, from Temple Beth Shalom in Vero Beach.

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, if there were any items the Board Members wished to move from Consent to Action. There were no requests made. Chairman Zorc called for a Motion. Mrs. Justice moved approval. Dr. Schiff 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 prefaced the Presentations with a brief overview of what the audience was to expect. He then introduced Mrs. Maddox, Public Information Officer, for the Presentations.

A. Musical Rendition by Sebastian Elementary School - Ms. Irwin

Mrs. Maddox introduced the Sebastian Elementary School 2nd Bucket Drum Group. Photo was taken.

B. CTE Award – Kristen Burr, 2019 Florida Career Pathways Best Practices Award

Mrs. Maddox shared this proud moment with the Board Members and audience. Photo was taken.

C. Short Video on School Initiatives

Mrs. Maddox asked the Board Members to return to the Dais to view the video leading up to the Proclamation.

D. Proclamation for Student Services Month

Mrs. Maddox asked Mr. Randy Hunt, ESE Program Specialist, to come and speak about Datony Freeman and his achievements. Datony and his mom were asked to come to the podium to read the Proclamation for Student Services Month. Chairman Zorc

called for a Motion to approve the Proclamation. Dr. Schiff moved approval. Mrs. Justice seconded the motion, and it carried unanimously, with a 5-0 vote. Photo was taken.

V. CITIZEN INPUT

Claudia Wahl – Uncertified Teachers & Academic Ranking

John Sammartano – School Safety

Liz Cannon – Teacher Evaluations

Cynthia Falardeau – Step into Kindergarten

VI. CONSENT AGENDA

Chairman Zorc called for a Motion to accept the Consent Agenda. Dr. Schiff moved approval. Mrs. Barenborg seconded the motion, and it carried unanimously, with a 5-0 vote. There was brief discussion on the Personnel Recommendations. Mrs. Justice then shared the Board's appreciation for the Donations.

A. Approval of Minutes – Dr. Rendell

1. 2019/01/29 Superintendent's Workshop Minutes

Superintendent 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 The Education Foundation of Indian River County Donations to Support the 2019 STEP into Kindergarten Summer Program – Mrs. Dampier

The Education Foundation of Indian River County has been awarded a grant of \$161,355.00 from Indian River County (Children Services Advisory Committee) to support the 2019 SDIRC STEP into Kindergarten program. The Education Foundation of Indian River County will reimburse SDIRC for actual expenses related to this program up to the amount of \$161,355.00. In addition, The Education Foundation of Indian River County has been awarded a grant of \$35,000.00 from the United Way of Indian River County to support the 2019 SDIRC STEP into Kindergarten program. Collaborative efforts between the SDIRC Title I Department and Education Foundation will enable the STEP into Kindergarten summer program to serve up to 225 students who will be entering Kindergarten in August 2019. To date, donations from the Education Foundation of Indian River County to support this program total \$196,355.00.

Superintendent recommends approval.

D. Approval of Donations – Dr. Rendell

1. Sebastian River High School received a donation in the amount of \$1,000 from the Navy League of the US TC Council 334. The funds will be used to benefit the NJROTC Program at Sebastian River High School.

Superintendent recommends approval.

E. Approval of 2019-2022 School District of Indian River County English Language Learner (ELL) Plan – Mrs. Dampier

Pursuant to 6A-6.0905 F.A.C. Requirements for the District English Language Learners Plan, each school district is required to submit a District English Language Learner (ELL) Plan to the Florida Department of Education. The District ELL Plan describes the District's procedures and methodologies for serving students in the English for Speakers of Other Languages (ESOL) Program. The school district ELL plan is updated and resubmitted every three (3) years to the Florida Department of Education. Superintendent recommends approval.

F. Approval of Renewal – Exceptional Student Education Policies and Procedures (SP&P) for the 2019-2020 school year – Mrs. Dampier

Attached is a copy of the ESE State Policies and Procedures (SP&P) effective for the 2018-2019 through 2020-2021 school year. ESE Policies and Procedures (SP&P) - Section 1003.57(1)(b)4., Florida Statutes (F.S.), requires that district school boards submit to the Florida Department of Education (FDOE) proposed procedures for the provision of special instruction and services for exceptional students once every three years. This document serves as the basis for the identification, evaluation, eligibility determination, and placement of students to receive exceptional education services, and is a component of the School District of Indian River County (SDIRC) application for funds available under the Individuals with Disabilities Education Act (IDEA). Superintendent Recommends Approval.

VII. ACTION AGENDA

A. Approval of Innovation Florida Contract – Mrs. Dampier

Indian River County Schools will choose 24 students to participate in this Innovation Florida/Wyncode Program. This program will take place June 3rd through July 31st at the IRSC Mueller Center in Vero Beach, Florida. Code Skools seeks to teach students the skills necessary to become a professional in the digital revolution in the area of web development. In conjunction with the county public school systems, Code Skools immerses students into a rigorous coding program where students are given the knowledge and skills to build dynamic end-to-end web applications. The program covers both the theory and application of web development. Additionally, it provides the opportunity to become a junior full-stack web developer before finishing high school. Students will receive a certificate at the end of the course, which outlines the languages in which they have demonstrated sufficient skills. The cost of the contract is \$48,575.00. Superintendent recommends approval.

Chairman Zorc recognized Dr. Rendell. A short video was shared. Dr. Rendell read the information to the Board Members and the audience. Chairman Zorc called for a Motion. Mrs. Rosario moved approval. Mrs. Justice seconded the motion, and it carried

unanimously, with a 5-0 vote. Dr. Rendell explained where the finding is coming from. There was a brief discussion.

B. Approval of Renew Agreement for SDIRC #03-0-2018JC RFQ for Civil Engineering Services – Mr. Teske

Pursuant to the terms and conditions of ITB #03-0-2018JC, the Purchasing Department is requesting approval to renew this Agreement for a period of one year with Carter Associates, Inc., CWT Engineering, LLC, Masteller & Moler, Inc., MBV Engineering, Inc. and Schulke, Bittle & Stoddard, LLC. The estimated annual expenditure is \$275,000. The new contract period is February 27, 2019, through February 26, 2020. All prices, terms, and conditions shall remain the same. Please see attached backup. Superintendent recommends approval.

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the information to the Board Members 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.

C. Approval to Renew with Multiple Contractors RFQ #07-0-2017JC Pre-Qualify Multiple Contractors for Participation in Hard Bid Construction Projects Expected to Exceed \$300,000 - Mr. Teske

Pursuant to the terms and conditions of RFQ #07-0-2017JC, the Purchasing Department is requesting approval to renew this RFQ for one additional year. The purpose of this RFQ was to pre-qualify multiple contractors in accordance with the requirements of SREF who have appropriate licenses, bonding capacity, surety rating, insurance and experience to participate in the hard-bid projects expected to exceed \$300,000. Renewal packages were sent to fourteen (14) contractors that the Board approved on February 27, 2018. Thirteen (13) contractors responded. The new contract period will be February 28, 2019, through February 27, 2020. Please see attached backup listing contractors being requested for renewal. Superintendent recommends approval.

Chairman Zorc recognized Dr. Rendell. Dr. Rendell read the information to the Board Members 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.

D. Approval to Renew Agreement for SDIRC #14-0-2018JC RFP for Roof Repair and Maintenance – Mr. Teske

Pursuant to the terms and conditions of ITB #14-0-2018JC, the Purchasing Department is requesting approval to renew this Agreement for a period of one year with Advanced Roofing Inc. as the primary award and Crowther Roofing and Sheet Metal of Florida and Hi-Tech Roofing & Sheet Metal, Inc. as the two alternate awards. The estimated annual expenditure is \$200,000.00. The new contract period is February

27, 2019, through February 26, 2020. All prices, terms, and conditions shall remain the same. Please see attached backup. Superintendent recommends approval.

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

VIII. SUPERINTENDENT'S REPORT

Chairman Zorc recognized Dr. Rendell. Dr. Rendell shared an opportunity on March 9th for training on Teaching Social Justice 101. It was taking place at Temple Beth Shalom. The hours were 8:30 a.m. to 3:30 p.m.

IX. DISCUSSION

Chairman Zorc said there were three items that were asked to be placed on this Discussion section. These items were moved to March 12, 2019. She stated that unless they are time sensitive, those can be added. Also, she asked that these items be placed on the agenda on Tuesday versus coming out on the Amendment that is posted on Friday. Chairman Zorc also brought a discussion of changing the time from 1:00 p.m. to 4:00 p.m., to 12:00 p.m. to 4:00 p.m. The Board consensus was unanimous on adding an hour in the beginning to the Board Discussion Session. If additional Discussion Sessions are needed, the Board consensus was Tuesday's from 3:00 p.m. with a hard stop at 6:00 p.m. Dr. Schiff did say that she is fine with this time until the end of August, due to her teaching schedule changing at that time.

Chairman Zorc recognized Mrs. Rosario for her Discussion Item from an earlier request. Mrs. Rosario said she met with Mrs. Karen Malits, Director of Federal Programs. They met with regard to the ELL program and agreement. Mrs. Rosario requested some changes that were made to the agreement. The items were reviewed. It was discussed that this item needs to come back to the Board for an additional vote.

X. SCHOOL BOARD MEMBER MATTERS

Mrs. Justice

Thanking parent for Citizen Input
Step into Kindergarten

Dr. Schiff

Thanking Law Enforcement
Moment of Silence for the student that lost his life this week

Mrs. Rosario had nothing to share

Mrs. Barenborg

Thank you for recognizing the student
Thank you to donors

Thank you to VBE for bringing in an author
Mrs. Zorc
Attended an Affordable Housing Committee
Thank you to Law Enforcement for the presentation today
Cultures and Art in town (Mary Poppins and Lion King)

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT'S CLOSING

Chairman Zorc recognized Dr. Rendell. Dr. Rendell had no closing.

XIII. ADJOURNMENT – Chairman Zorc

Meeting adjourned at approximately 7:40 p.m.

The District School Board of Indian River County met on February 26, 2019, at 7:41 p.m. The Special Business Meeting for 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 Minutes

- I. Meeting was called to order by Chairman Zorc at 7:41 p.m.
Chairman Zorc recognized Mrs. D’Agresta to explain the purpose of the meeting. Mrs. D’Agresta read the below information to the Board Members, Dr. Rendell, and the Audience. She also noted that Attorney Christian Petric was unable to attend and Attorney Stacie Barnes came in his place.

- II. Purpose
 - 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
 - ~~Christian Petric, Esq.,~~ Conroy Simberg **Change to: Stacie Barnes, Esq.**
 - Atlantic Court Reporting

Chairman Zorc called for a recess at 7:42 p.m. The Board Members, Dr. Rendell, and Mrs. D’Agresta adjourned to the Superintendent’s Conference Room for their Pending Litigation.

- III. Recess to Discuss Settlement Negotiations and/or Strategy Related to Litigation Expenditures
(This session will be recorded by a certified court reporter.)

- IV. Reopen Public Meeting

Chairman Zorc reconvened the meeting at 8:06 p.m.

V. Action Agenda

- A. Possible Action on Johns v. School Board workers compensation matter – Chairman Zorc

Chairman Zorc stated there was no action to be taken.

VI. ADJOURNMENT – Chairman Zorc

Meeting adjourned at approximately 8:07 p.m.

The District School Board of Indian River County met on March 5, 2019, at 9:00 a.m. The Finance Training 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: Jacqueline Rosario and Dr. Mara Schiff. Board Member Teri Barenborg was absent. Dr. Mark J. Rendell, Superintendent of Schools; and ~~Suzanne D’Agresta, School Board Attorney,~~ **(Mrs. D’Agresta was not present)** were also present.

Finance Training Minutes

I. Training Session was called to order at 9:00 a.m.

II. Introduction – Dr. Rendell

Dr. Rendell introduced Dr. Bill Vogel, Superintendent-Retired, and Mr. Rick Collins, CFO-Retired to the Board Members. The Dr. Vogel and Mr. Collins provided the Board Members with a review of their backgrounds. After which time, each of the Board Members did the same. There were also four staff members from the District Finance Department that introduced themselves. Along with the Public Information Officer, Cristen Maddox, and the Board Secretary, Nancy Esplen.

Dr. Vogel and Mr. Collins reviewed a PowerPoint presentation and answered questions from the Board Members.

There was a ten-minute break taken at 10:22 a.m. The training reconvened at 10:33.

They continued with the PowerPoint presentation along with answering questions along the way.

Dr. Rendell called for a lunch break at 12:45 p.m. The training reconvened at 1:25 p.m.

Mr. Collins continued with the training. It was suggested to place the link to the Strategic Plan on the Budget. The Board Members all thanked Mr. Collins and Dr. Vogel for coming and providing them with the training.

III. ADJOURNMENT – Chairman Zorc

Meeting adjourned at approximately 4:01 p.m.

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CONSENT AGENDA 3/26/19

Personnel Recommendations

1. Instructional Leaves

Ashcroft, Kristin – VBHS, 1/8/19 – 4/9/19

Biandis, Allison – Indian River Academy, 5/13/19 – 5/29/19

Browning, Carlean – Gifford Middle, 3/4/19 – 3/15/19

DeGraeve, Jennifer – Dodgertown, 3/25/19 – 5/6/19

Failla, Timothy – Sebastian River Middle, 2/22/19 – 4/11/19

Ihnen, Brian – VBHS, 3/25/19 – 4/5/19

2. Instructional Separations

Marley, Sylvia – Sebastian River Middle, resignation 3/27/19

Smith, Charlie – Sebastian River Middle, resignation 3/26/19

3. Instructional Employment

Brown, Takesha – Treasure Coast Technical College, LPN Clinical Instructor
4/1/19

Kingsbury, Tina – Treasure Coast Technical College, RN Clinical Instructor
(Adjunct) 3/25/19

4. Support Staff Leaves

Allen, Alfrida – Osceola Magnet, 1/2/19 – 4/5/19

Hudson, Roger – Transportation, 2/22/19 – 5/24/19

Robinson, Roy – Transportation, 1/8/19 – 4/11/19

Weisberg, Maureen – SRHS, 1/24/19 – 3/18/19

5. Support Staff Promotions

Alderman, Donna – from Purchasing, Secretary II to Finance, Staff Accountant
3/18/19

Wardlow, Susan – from Wabasso School, ESE Teacher Assistant to Wabasso
School, Behavior Tech 3/11/19

6. Support Staff Transfers

Pearson, Benjamin – from Technology Services, Educational Technology
Specialist to Operations, Educational Technology Specialist 3/13/19

7. Support Staff Separations

Blackwood Malcolm, Heather – Oslo Middle, resignation 3/15/19

Clark, Connie – Storm Grove Middle, entering DROP 7/1/19

Hardrick, Ashley – Food and Nutrition Services, resignation 3/15/19

McDonald, Ellen – ESE Pre-K, retirement 6/28/19

Molnar, Kyle – Fellsmere Elementary, resignation 3/28/19

8. Support Staff Employment

Addison, Beverly – Beachland Elementary, Food Service Cook (6 hour) 3/25/19

Bulson, Brittany – Fellsmere Elementary, Food Service Assistant (5.5 hour)
3/25/19

Cooney, Megan – Beachland Elementary, Food Service Assistant (4 hour)
3/25/19

Damiano, Kim – SRHS, Food Service Assistant (4 hour) 3/11/19

Jourdain, Jean – Osceola, Food Service Assistant (4 hour) 3/11/19

Marto, Margaret – Glendale, Food Service Assistant (4 hour) 3/11/19

Putney, Mary – Sebastian Elementary, Food Service Assistant (4 hour) 3/25/19

Santos, Sasha – Oslo Middle, Food Service Assistant (4 hour) 3/11/19

Sevcik, Dana – Oslo Middle, Food Service Assistant (4 hour) 3/11/19

9. Approval of Placement in Instructional Substitute Pool

Cisco, Anastasia – Human Resources, Substitute Teacher 3/13/19

Dalton, Marguerite – Human Resources, Substitute Teacher 3/8/19

Fletcher, Robert – Human Resources, Substitute Teacher 3/7/19

Johnson, Kathy – Human Resources, Substitute Teacher 3/14/19

Roberts, Marsha – Human Resources, Substitute Teacher 3/12/19

10. Approval of Placement in Support Staff Substitute Pool

MacQuarrie, Jeffrey – Food and Nutrition Services, Substitute Food Service
Assistant 3/13/19

Sherman, Sandra – Human Resources, Substitute Teacher Assistant 3/14/19

Rev 3/18/19

SUMMER SCHOOL

PLANNING CALENDAR – 2018-2019

Host Sites: Oslo Middle and Sebastian River High School

Liberty Magnet Elementary and Osceola Magnet Elementary

| Date | | Involved: | Location |
|------------------------------|--|--|----------|
| Dec. 10, 2018 | Meeting 1 – planning locations and programs | C & I | LICR |
| Jan. 7, 2019 | Review Summer School Handbook | C & I | LICR |
| Jan. 11, 2019 @ 3:00 p.m. | Entire Summer School Committee | Coordinators | LICR |
| Jan 19, 2019 | Estimated Transportation costs sent to all program contacts | Transportation | |
| Feb. 1, 2019 | Assistant Principals apply for Summer School Principal position/ Selected by Feb. 9th | C and I | |
| Feb 8, 2019 | Present Handbook and the School Board spreadsheet to C & I Director Meeting | Baysura/ Pierandozzi | LICR |
| Feb. 20, 2019 | Dates and School Sites to the Board for Approval at Feb. 26 th board meeting | Asst. Superintendent of C & I | |
| Feb. 23, 2019 | Kindergarten Round-Up STEP into Kindergarten – Registration 2/23/19-4/26/19 | Malits | |
| March 27 – April 15, 2019 | Teacher positions posted (Internal posting; highly qualified) HR will send an email to all employees telling of the postings | HR | |
| April 1-27, 2019 | Student registrations for programs coordinated by each program contact. | Counselors/ Summer School Principals | |

| | | | |
|-------------------|--|--|---------------------|
| April 12, 2019 | Bus Requisitions for all programs entered in FOCUS (enter estimated number of students participating) | Summer School Principals | TEC |
| April 19, 2019 | Employees selected and recommendation to hire submitted through Applitrack | Summer School Principal | |
| April 22, 2019 | List of employees by program sent to HR with Account Strips | Primary Contacts | |
| April 24, 2019 | Notification of employment | HR | |
| April 29, 2019 | Registration information to transportation for all programs except 3 rd grade. | Program Contacts | |
| May 14, 2019 | Board approval of summer employment including substitute lists | HR | |
| May 24, 2019 | Bus routes finalized by Transportation for all programs except 3 rd grade. | Transportation | |
| May 17, 2019 | Food Service #'s submitted to Traci Simonton | Program Contacts w/site Summer School Principal | |
| May 24, 2019 | Summer School Principals meet with C and I | K. Baysura and Dr. Pierandozzi | Dist. Office |
| | Compare projections with actuals – to update and correct your projected numbers and NOTICE those not required to attend. | All Elementary School Principals | |
| May 30 & 31, 2019 | Teachers plan on site 8:00 a.m. -4:00 p.m. | Principals responsible for summer school | |
| May 30, 2019 | Orientation for parents from 5:00-6:30 p.m. | Primary Contacts, Principals and all responsible for summer programs | Summer School sites |
| May 31, 2019 | Focus training for all Health Aides or other summer staff needing this training | Kelley Nigro | DO |
| June 3 – 28, 2019 | Summer School Days/Hours Monday - Friday 7:45 – 12:30 Teachers/8:00 – 12:00 Students | | |

2019 Summer School Program Schedule

The budgets are estimates pending budget, grant considerations and student enrollment.

| Programs, Locations, and Target Groups | Dates and Times | Budget |
|--|---|---|
| 2019 Summer School Program Schedule – Elementary | | |
| STEP into Kindergarten Locations: Sites: Liberty and Osceola Magnet Elementary | May 30 & May 31 - Teacher Planning & Training May 30 - Orientation 5:00 – 6:30 June 3 – July 12 - 5 days/week (Breakfast/Lunch & Transportation) 7:30-2:30 Teachers / 8:00-2:00 Students Site-based Principal and Karen Malits, Director of Federal Programs | Title I Part A and Community Grants Includes Transportation \$260,000.00 |
| Grade 3 FSA Reading Program Liberty Magnet Elementary Osceola Magnet Elementary | May 30 & May 31 - Teacher Planning & Training May 30- Orientation 5:00 – 6:30 June 3 – June 28 - 5 days/week (Breakfast/Lunch & Transportation) 7:45 -12:30 Teachers / 8:00 - 12:00 Students (Budget includes 45 minutes of PD and planning for teachers) Site-based Principals and 2 summer coordinators | State Reading Categorical Allocation \$120,000.00 District General Fund \$20,000 Transportation |
| Voluntary Pre-K 4 yr olds entering Kdg. in August 2019 who have not completed a VPK program. Liberty Magnet Elementary Osceola Magnet Elementary | May 30 & May 31 - Teacher Planning & Training May 30 - Orientation 5:00 – 6:30 June 3 - July 15 - 5 days/week 7:15 -5:45 Teachers / 7:30 - 5:30 Students <i>No Transportation</i> Breakfast/Lunch and Snack is provided Site-based Principals, Site based AP, Brooke Flood | Early Learning Coalition \$ 154,254.74 (Self-funded Program) State Allocation No transportation |
| PK-5 Identified ESE Students Liberty Magnet Elementary Osceola Magnet Elementary | May 30 & May 31- Teacher Planning & Training May 30 Orientation 5:00 -6:30 June 3 – June 28 - 5 days/week (Breakfast/Lunch & Transportation) 7:45 -12:30 Teachers / 8:00 - 12:00 Students Site-based Principals, Heather Clark, and ESY Coordinator | District General Fund Includes Transportation \$320,837.00 |

2019 Summer School Program Schedule – Secondary

| Programs, Locations, and Target Groups | Dates and Times | Budget |
|--|---|--|
| 6-12 Identified ESE Students Serving Oslo, Gifford, FLC, & VBHS (Program at Oslo MS) Serving SGMS, SRMS & SRHS (Program at SRHS) | May 30 & May 31 - Teacher Planning & Training May 30 Orientation 5:00 -6:30 June 3 – June 28 - 5 days/week (Breakfast/Lunch & Transportation) 7:45 -12:30 Teachers / 8:00 - 12:00 Students Site-based Principals, Heather Clark, and ESY Coordinator | INCLUDED IN ABOVE ESE BUDGET |
| Wabasso Students Extended School Year | May 30 & May 31 - Teacher Planning & Training May 30 Orientation 5:00 -6:30 June 3 – June 28 - 5 days/week (Breakfast/Lunch & Transportation) 7:45 -12:30 Teachers / 8:00 - 12:00 Students Site-based Principals, Heather Clark, and ESY Coordinator | INCLUDED IN ABOVE ESE BUDGET Transportation costs funded through FEFP |
| Middle School/ High School Summer School Serving Oslo, Gifford, FLC, & VBHS (Program at Oslo MS) Serving SRHS, Strom Grove, SRMS (Program at SRHS) | May 30 & May 31 - Teacher Planning & Training May 30 Orientation 5:00 -6:30 June 3– June 28 5 days/week (Breakfast/Lunch Served) Middle School Transportation 7:45 -12:30 Teachers / 8:00 - 12:00 Students Site-based Principals, Site Based AP's, Dr. Kathrine Pierandozzi | District General Fund \$153,000.00 Includes MS Transportation |
| Summer School Principals | May 30 & May 31 Teacher Planning & Training May 30 Orientation 5:00 -6:30 June 3 – June 28 - 5 days/week | District General Fund \$3,200 each (4) \$12,800 |

Credit Recovery-at each middle/ high school for summer-contact Principal for hours and dates.

Summer Program Cleaning/Health Supplies 2019

| School | Funding |
|-----------------------------|-------------------|
| Sebastian River High School | \$ 1,000.00 |
| Oslo Middle School | \$ 1,000.00 |
| Liberty Magnet | \$ 1,000.00 |
| Osceola Magnet | \$ 1,000.00 |
| Wabasso School | \$ 300.00 |
| TOTAL | \$4,300.00 |

MAR 07 2019

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: February 26, 2019

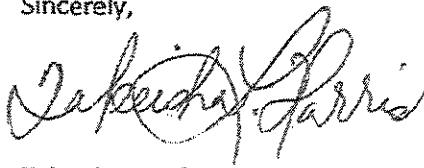
TO: Dr. Mark Rendell, Superintendent
School Board Members
School District of Indian River County

FROM: Takeisha Harris, Principal
Liberty Magnet Elementary

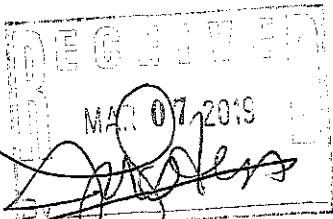
SUBJECT: School Donation Board Rule 0122

Liberty Magnet Elementary respectfully requests notification to the School Board of IR County, a donation that was received from Bowling Business Builders International, Inc. A check in the amount of \$1000.00 was receipted and deposited directly into our internal accounts. These funds are to be used for students at the Principal's discretion.

Sincerely,



Takeisha Harris
Principal



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: March 7, 2019

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

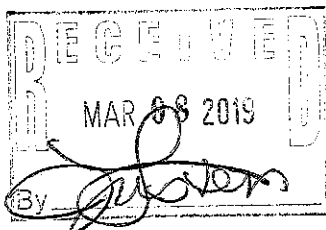
FROM: Takeisha Harris, Principal
Liberty Magnet Elementary

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 Liberty Magnet School's PTA. Checks totaling \$1650.00 were receipted and deposited directly into our internal accounts. These funds are to be used for students in 5th grade and Ecology Club.

Sincerely,

Takeisha Harris
Principal



School District of Indian River County



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: March 12, 2019
To: School Board Members
From: Ramon, Echeverria, Principal
Regarding: Donation for the Library Fund

A donation of \$4177.10, was received from Sebastian Area Historical Society, Inc.. The moneray funds are to be used for books, manipulative, and hands-on activities for the Library/Media Department.

These funds were deposited into Fellsmere Elementary School internal funds account entitled Media Department.

Signature
Ramon Echeverria, Principal

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

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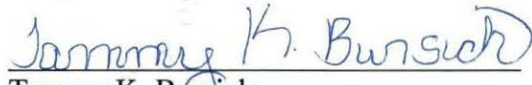
RENEWAL OF
AGREEMENT FOR EXCHANGE OF USE OF FACILITIES AND EQUIPMENT

That certain Agreement for Exchange of Use of Facilities and Equipment dated May 24, 2017, ("Agreement"), entered into by and between the **CITY OF VERO BEACH, FLORIDA**, and the **SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, a copy of which Agreement is attached hereto, is hereby renewed pursuant to paragraph 3. F. of said Agreement for the period June 5, 2019 through June 4, 2020.

IN WITNESS WHEREOF, the undersigned authorities are authorized to bind their respective entities and have affixed their hands and seals on the date indicated below.

ATTEST:

CITY OF VERO BEACH, FLORIDA



Tammy K. Bursick
City Clerk

By: 

James R. O'Connor
City Manager


DATE: 3/14/19

ADMINISTRATIVE REVIEW

(For Internal Use Only--Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency:

Approved as to technical requirements:



Kira C. Honse
Interim City Attorney



Robert L. Slezak
Recreation Director

ATTEST:

**SCHOOL BOARD OF INDIAN RIVER
COUNTY**

Laura Zorc
Chairman

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

DATE: _____

AGREEMENT FOR EXCHANGE OF USE OF FACILITIES AND EQUIPMENT

This Agreement for Exchange of Use of Facilities and Equipment (hereinafter "Agreement") is made and entered into as of the date last written below, by and between the **CITY OF VERO BEACH, FLORIDA**, a Florida municipal corporation (hereinafter "City"), whose address is 1053 20th Place, Vero Beach, Florida 32960, and the **SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA**, a constitutional subdivision of the State of Florida (hereinafter "District"), whose address is 6500 57th Street, Vero Beach, Florida 32967.

WITNESSETH:

WHEREAS, City, on behalf of the City of Vero Beach Recreation Department (hereinafter "Recreation Department"), and District desire to enter into this Agreement for each party to provide to the other the use of particular facilities and equipment and to pay related costs, expenses or fees, for certain recreational or school activities and transportation needs; and

WHEREAS, the City and the District find that such an arrangement as set out herein is mutually beneficial;

THEREFORE, in consideration of the premises and mutual agreements, covenants, and understandings herein contained, together with other good and valuable consideration as provided for herein, the parties agree as follows:

1. Use of Facilities & Equipment Provided by City to District

City shall allow the use by and, except as otherwise provided, shall cover the costs for District to use the following:

- A. The Leisure Square swimming pool from mid-August through mid-November for use by the Vero Beach High School Swim Team for its swimming practices and swimming meets between the hours of 8:00 a.m. and 7:00 p.m.
- B. The Leisure Square swimming pool once in late August/September, once in late December/January, and once in late February/March for use by the Vero Beach High School Rowing Team for swimming tests.
- C. The Riverside Tennis Complex by the Vero Beach High School Tennis Club once annually for matches with St. Edward's School, as coordinated with the Recreation Department.
- D. Grandstands during the school year for use by District for school special events and ceremonies between the hours of 8:00 a.m. and 10:00 p.m. City will transport to and from the school.
- E. If and as availability allows, the District will be permitted the use of City rental facilities during the school year at no rental charge. The cleaning of any such facility after its use will be paid for by District.

- F. District will be responsible to repair any damage to City facilities and equipment used by the District, other than normal wear and tear, that is incurred as a result of such use.

2. Use of Facilities & Equipment Provided by District to City

District shall allow the use by and, except as otherwise provided, shall cover the costs for City to use the following:

- A. Three (3) school buses from late May through mid-August for use by the Vero Beach Recreation Department to transport youths participating in Recreation Department camps between the hours of 7:30 a.m. and 5:30 p.m. Use of the buses shall be for transportation from designated pick-up locations to camp activity sites in Florida for Recreation Department-sponsored programs and the return from such sites to the designated pick-up locations. The District shall cover the fuel costs for the use of such buses; however, such use shall not exceed a combined mileage of the buses of 8,000 miles or actual fuel costs of \$14,000, whichever is less.
- B. It shall be the responsibility of District to inspect all buses prior to service.
- C. It shall be the responsibility of City to provide to the District contact person a dated Mileage Checklist and Log Sheet Report showing the beginning, ending and total mileage traveled by each bus.
- D. City shall, at its own expense, hire and use off-duty bus drivers employed by District to operate all buses used in accordance with this Agreement.
- E. If and as availability allows, as determined by the District, the City will be permitted the use of one of the District's theaters during the month of December, for the Recreation Department drama program, for a period of four (4) days at three hundred (\$300.00) per day. The cleaning of any such facility after its use will be paid for by City.
- F. City will be responsible to repair any damage, other than normal wear and tear, to a District school bus or facility used by the Recreation Department that is incurred as a result of such use.

3. General Conditions

- A. Each party shall be responsible for providing qualified supervision of its own activities.
- B. Each party shall, at its own expense, obtain all necessary permits and licenses and pay all fees and taxes required to comply with all local ordinances, state and

federal law, rules and regulations applicable to the business to be carried on under this Agreement.

- C. The parties shall maintain liability insurance for their respective property, equipment, and activities. Attached hereto as Exhibit "A" is a copy of a Certificate of Insurance from City. Attached hereto as Exhibit "B" is a copy of a Certificate of Insurance from District. Each party shall exchange copies of renewal certificates annually.
- D. Each party shall indemnify and hold harmless the other party, its agents, officials, and employees from and against any and all claims, liabilities, losses, damage, or causes of action which may arise from any misconduct, negligent act, or omissions of such indemnifying party or any of its respective agents, officers, or employees in connection with the performance of this Agreement. Such indemnification and hold harmless shall be only to the extent allowed by and within the limits of liability provided by section 768.28, Florida Statutes, and shall not otherwise be deemed a waiver of sovereign immunity of either party.
- E. Any matters pertaining to the use of District facilities and equipment should be directed to the Assistant Superintendent of Human Resources and Risk Management for the District. Any matters pertaining to the use of City facilities and equipment should be directed to the Recreation Director for the City.
- F. This Agreement shall be effective for the period June 5, 2017 through June 5, 2018. The following representatives of the parties are hereby authorized to renew this Agreement for additional one (1) year periods by mutual agreement in writing:

For City:

City Manager
P. O. Box 1389
Vero Beach, FL 32960
Tel.: 772-978-5151

For District:

Superintendent
6500 57th Street
Vero Beach, FL 32967
Tel.: 772-564-3000

- G. This Agreement and any renewal hereunder may be executed in one or more counterparts, each of which shall be deemed an original and all which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the date indicated below.

[SIGNATURE PAGES FOLLOW]

ATTEST:

Jammy K. Bursick
Tammy K. Bursick
City Clerk

Approved as to form and legal sufficiency:

Wayne R. Coment
Wayne R. Coment
City Attorney

Approved as to technical requirements:

Rob Slezak
Rob Slezak
Recreation Director

CITY OF VERO BEACH, FLORIDA

By: Laura Moss
Laura Moss
Mayor
DATE: 05-24-2017

Approved as conforming to municipal policy:
James R. O'Connor
James R. O'Connor
City Manager

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

ATTEST:

Charles Searcy
Charles Searcy
Chairman

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

DATE: April 11, 2017

This instrument prepared in the
Office of the City Attorney
P. O. Box 1389
Vero Beach, FL 32961-1389

CERTIFICATE OF COVERAGE

Certificate Holder

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
6500 57TH STREET
VERO BEACH, FL 32967

Administrator

Issue Date 03/19/2019

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0617

COVERAGE PERIOD: FROM 10/1/18

COVERAGE PERIOD: TO 10/1/19 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit
Deductible Stoploss \$25,000

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit
Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings**
 - Basic Form
 - Special Form
- Personal Property**
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible \$100,000
- Coinsurance 90%
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible 25,000
- SIR Deductible N/A

Automobile/Equipment - Deductible

- Physical Damage
 - Per Schedule - Comprehensive - Auto
 - Per Schedule - Collision - Auto
 - Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$2,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Proof of coverage for Aerial Antics & Sports/Aquatics Summer Camps held at Leisure Square – 3705 16th Street, Vero Beach, FL 32960
June 3, 2019 – August 2, 2019; 8:00 am – 5:00 pm.
Drivers: Madessia Flowers, and Filbert Barlatier.
Bus numbers: TBD.


THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

City of Vero Beach
PO Box 1389
Vero Beach FL 32961-1389

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

TIMELINE FOR SUPERINTENDENT’S ASSESSMENT FOR 2018-2019 SCHOOL YEAR

The following is a timeline from start to finish for the Approval of the Summative Assessment of the Superintendent’s Performance and Goals for the 2018-2019 school year.

GOAL SETTING FOR 2018-2019:

- 8/28/2018 Discussion Session on Goals for 2018-2019 School Year
- 9/11/2018 Adoption of Superintendent’s Goals for 2018-2019

MID-YEAR REVIEW:

- January Board Members are encouraged to have a mid-year discussion with Superintendent

ANNUAL PHYSICAL EXAMINATION:

- May Copy to be submitted to the Board Office prior to the Evaluation Process

PROCESS:

- Before 7/1/2019 Superintendent’s Annual Progress Report
- 7/1/2019 Assessment form distributed to Board Members. Note: Board Members will complete the form and schedule individual appointments with the Superintendent to go over the assessment
- 7/12/2019 Deadline to submit individual assessments to Nancy Esplen in the Board Office. Board Chair will compile the information.

FINAL ACTION:

- 7/23/2019 Business Meeting: Approval of Superintendent’s 2018-2019 Composite Assessment of Performance and Goals – Chairman

GOAL SETTING FOR 2019-2020:

- 8/13/2019 Discussion Session on Goals for 2019-2020 School Year
 - 8/27/2019 Adoption of Superintendent’s Goals for 2019-2020
-

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BILL OF SALE

THIS BILL OF SALE is made and entered into as of February 25, 2019 (“**Effective Date**”) between FLORIDA POWER & LIGHT COMPANY, a Florida corporation (“**FPL**”) and THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida (the “**Customer**”). The Customer and FPL are hereinafter sometimes collectively referred to as the “**Parties**” and individually referred to as a “**Party**.”

WHEREAS, FPL and the Customer are parties to that certain Photovoltaic for Schools Pilot Program Contract (“**Contract**”) effective as of February 12, 2013, pursuant to which FPL has agreed to assign, transfer and convey certain assets of FPL to the Customer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, FPL, by this Bill of Sale, does hereby convey, grant, bargain, sell, transfer, set over, assign, alienate, remise, release, deliver and confirm unto the Customer, its successors and assigns, forever, all of FPL’s right, title, interest in and to the System (as defined in the Contract) as of the close of business on the date hereof.

TO HAVE AND TO HOLD all and singular the System unto the Customer, its successors and assigns, to its and their own use and enjoyment forever.

THE PARTIES FURTHER COVENANT AND AGREE AS FOLLOWS:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Contract.

2. The System is conveyed to the Customer in its “as is” condition. THE CUSTOMER AGREES THAT FPL HAS MADE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), AS TO THE CONDITION OF THE SYSTEM, ITS SUITABILITY OR USEFULNESS FOR ANY PARTICULAR PURPOSE, OR ITS COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE, RULE, REGULATION OR ORDER.

3. This Bill of Sale and Assignment is given pursuant to the Section 2.3 of the Contract, and, except as herein otherwise provided, the transfer of the System hereunder is made subject to the terms and provisions of the Contract. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Bill of Sale and the terms and conditions of the Contract, the terms and conditions of the Contract shall control.

4. Any notice, request or other document to be given hereunder or in connection herewith to any Party hereto shall be given in the manner described in the Contract.

5. The Parties acknowledge and agree that this Bill of Sale may be executed in multiple counterparts, and transmitted via telecopy or .pdf e-mail file, and all such counterparts (whether transmitted via telecopy, .pdf e-mail file or otherwise), when executed and taken together, shall constitute integral parts of one and the same Bill of Sale between the Parties.

6. This Bill of Sale shall be construed in accordance with and governed by the internal laws of the State of Florida without giving effect to any choice of law rule that would cause the application of the

laws of any jurisdiction other than the internal laws of the State of Florida to the rights and duties of the Parties.

[Remainder of Page Left Intentionally Blank;
Signatures on Following Page]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Bill of Sale effective as of the Effective Date.

**FLORIDA POWER & LIGHT
COMPANY**

a Florida corporation

By: *Pamela Rauch*

Name: Pamela Rauch

Title: Vice President, External Affairs and
Economic Development

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

a political subdivision of the State of Florida

By: _____

Name: _____

Title: _____

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ATTACHMENT 4

INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED
RENEWABLE GENERATION TIER 1-10kW OR LESS

**Interconnection Agreement for Customer-Owned Renewable Generation
Tier 1 - 10 kW or Less**

This Agreement, is made and entered into this 12th day of February, 2013, by and between THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA ("Customer"), with an address of 6400 57th St # Storm Grove Middle School, Vero Beach, FL 32967 BA81319-07597 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Customer has requested to interconnect its Customer-owned renewable generation, 10 kW or less, to FPL's electrical service grid at the Customer's presently metered location.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

1. Definitions

- 1.1. Capitalized Terms shall have the meanings set forth in Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

2. Customer Qualification and Fees

- 2.1. Customer-owned renewable generation shall have a Gross power rating that:
- a) does not exceed 90% of the Customer's utility distribution service rating; and
 - b) is 10 kW or less.

Gross power rating for the Customer-owned renewable generation is 4.25 AC.

- 2.2. The Customer shall not be required to pay any application fee for this Tier 1 Customer-owned renewable generation system.
- 2.3. In order to commence the process for interconnection the Customer shall provide FPL a completed application.

3. General Responsibilities of the Parties

- 3.1. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741.
- 3.2. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
- 3.3. The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the FPL system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
- 3.4. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 9.051)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: October 1, 2008

(Continued from Sheet No. 9.050)

- 3.5 The Customer shall notify FPL at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.
- 3.6 Interconnection Agreement shall be executed by FPL within thirty (30) calendar days of receipt of a completed application.
4. **Inspection and On-going Compliance**
- 4.1 FPL will provide Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when FPL may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FPL's legal obligation to provide service to its Customers.
5. **Manual Disconnect Switch**
- 5.1 In the event FPL elects to install a manual disconnect switch, it shall be installed at FPL's expense. The FPL installed manual disconnect switch shall be the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.
6. **Disconnection / Reconnection**
- 6.1 FPL may open the manual disconnect switch, if available, or disconnect the Customer's meter, pursuant to the conditions set forth in Section 6.2 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.
- 6.2 FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons:
- a) Emergencies or maintenance requirements on FPL's system;
 - b) Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL; and
 - c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL.
7. **Modifications/Additions to Customer-owned Renewable Generation**
- 7.1 If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Customer must notify FPL by submitting a new application specifying the modification at least thirty (30) calendar days prior to making the modification.
- 7.2 If the Customer adds another Customer-owned renewable generator system which i.) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; or ii.) utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (30) calendar days notice prior to installation.

(Continued on Sheet No. 9.052)

(Continued from Sheet No. 9.051)

7.3 In the event any Customer modifications or additions result in the input to any FPL meter so as to qualify as a Tier 2 or Tier 3 system, then all terms and conditions, including appropriate notice, of the Interconnection Agreement for Tier 2 or Tier 3 systems shall apply.

7.4 The Interconnection Agreement which applies in instances described in Sections 7.1, 7.2, and 7.3 above shall be determined by the combined gross power rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW.

8. Indemnity

8.1 Customer shall indemnify, hold harmless and defend FPL from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property, (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPL.

8.2 FPL shall indemnify, hold harmless and defend Customer from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FPL's system, except in those instances where such loss is due to the negligent action or inactions of the Customer.

9. Limitation of Liability

9.1 Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

10. Assignment

10.1 The Interconnection Agreement shall not be assignable by either party without thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

10.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.

11. Insurance

11.1 FPL recommends that the Customer maintain Liability Insurance for Personal Injury and Property damage in amount of not less than \$100,000 during the entire term of this Interconnection Agreement.

12. Renewable Energy Certificates

12.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment; any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

(Continued on Sheet No. 9.053)

(Continued from Sheet No. 9.052)

13. Lease Agreements

13.1 The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

13.2 The Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the Customer-owned renewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection Agreement and may also become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

14. Dispute Resolution

14.1 Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

15. Effective Date

15.1 The Customer must execute this Interconnection Agreement and return it to FPL at least thirty (30) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

16. Termination

16.1 Upon termination of this Interconnection Agreement, FPL shall open and padlock the manual disconnect switch, if applicable, and remove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

17. Amendments to Florida Public Service Commission Rules

17.1 FPL and Customer recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

18. Entire Agreement

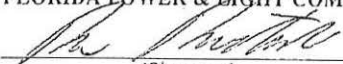
18.1 This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between FPL and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

(Continued on Sheet No. 9.054)

(Continued from Sheet No. 9.053)

IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.

FLORIDA POWER & LIGHT COMPANY


(Signature)

Ron Bartnick

(Print or Type Name)

Manager, Product Support

Title:

CUSTOMER



(Signature)

Carol Johnson

(Print or Type Name)

Title: Chairman of District School Board of
Indian River County, Florida

Witness:


(Print or Type Name) **Judy Stang** 2/12/2013

Issued by: S. E. Romig, Director, Rates and Tariffs

Effective: October 1, 2008



January 15, 2013

John D Earman
Director of Maintenance
School District of Indian River County
1425 18th Street
Vero Beach, FL 32960-3515

Re: FPL Interconnection Agreement for Customer-Owned Renewable Generation
Indemnity Requirements

Dear Mr. Earman:

This is to advise that in lieu of the indemnity requirements contained in Section 8.1 for Tier 1, FPL will accept the following inclusion from its General Rules and Regulations for Electric Service section 2.71.

“Notwithstanding anything to the contrary in the Company’s tariff, including these General Rules and Regulations for Electric Service, the Company’s Rate Schedules, and its Standard Forms, any obligation of indemnification therein required of a Customer, Applicant, or QF, that is a governmental entity of the State of Florida or political subdivision thereof ("governmental entity"), shall be read to include the condition to the extent permitted by applicable law

Accordingly, FPL acknowledges and agrees that the School District, by signing the Interconnection Agreement does not waive the limits of sovereign immunity as set forth in section 768.28, Florida Statutes.

Sincerely,



Ron Bartnick
Manager Product Support

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PHOTOVOLTAIC FOR SCHOOLS PILOT PROGRAM CONTRACT

This PHOTOVOLTAIC FOR SCHOOLS PILOT PROGRAM CONTRACT (“Contract”) is entered into this [12] day of [Feb], 2012³ (“Effective Date”), by and between FLORIDA POWER & LIGHT COMPANY, a Florida corporation (“FPL”), and THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA a political subdivision of the State of Florida (“Customer”) (FPL and Customer each being referred to herein individually as a “Party” and collectively as the “Parties”), with reference to the following:

WITNESSETH:

WHEREAS, FPL has received approval from the Florida Public Service Commission (“FPSC”) to enter into contracts with its customers under the Photovoltaic for Schools Pilot Program (“Program”) pursuant to the Photovoltaic for Schools Pilot Program Standards (“Program Standards”), as such Program Standards are more particularly described in Attachment 1;

WHEREAS, the FPSC approved the Program for the purpose of (i) reducing energy consumption and growth of coincident peak demand and (ii) educating future generations on the application of solar photovoltaic (“PV”) electrical generation by (A) donating a PV system, as such system is more particularly described in Attachment 2 hereto (collectively, the “System”) five (5) years from the System’s Commercial Operation Date (as defined herein) and (B) furnishing educational materials to the Customer for the purpose of the Customer using such materials in its renewable energy educational curriculum;

WHEREAS, the System has an anticipated energy output of approximately up to 10 kilowatts (“kW”) under peak conditions;

WHEREAS, FPL has contracted with a licensed contractor (“Contractor”) to install one (1) System at Storm Grove Middle School, 6400 Fifty Seventh Street, Vero Beach, Florida 32967 (the “Location”); and

WHEREAS, subject to the terms and conditions of this Contract, FPL agrees to install the System at the Location and perform certain operation and maintenance services on the System until such time as FPL donates the System to the Customer as provided in this Contract.

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

ARTICLE 1 – TERM AND TERMINATION

1.1 Term. The term of this Contract shall commence on the last/latest date signed by either Party and continue until the earlier of (i) the date that is five (5) years from the Commercial Operation Date or (ii) termination as set forth in this Article 1.

1.2 Termination. A Party shall have the right to terminate this Contract for cause if a Party substantially fails to perform any material obligation under this Contract and fails to cure or commence and diligently proceed to cure such obligation within thirty (30) days written notice from the other Party. Notwithstanding the foregoing, FPL may elect to terminate this Contract for convenience after thirty (30) days written notice to Customer.

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1.3 Termination Upon Mutual Agreement. At any time, after thirty (30) days written notice, the Parties may mutually agree to terminate this Contract, in whole or in part, without cause and for their convenience.

1.4 Termination Due to Regulatory or Legislative Action. In the event that FPL is denied, by any governmental or regulatory authority (including, without limitation, the FPSC), the authority to conduct the Program or if such approval to conduct the Program is materially altered or impacted because of (i) a rule or order of a governmental or regulatory authority having jurisdiction over the Program, or (2) a legislative proceeding or enactment, in each case, FPL may terminate this Contract by giving notice to the Customer of its intent to terminate, unless required to terminate earlier by applicable laws or governmental or regulatory requirement. In the event the Program is terminated under this Section 1.4. The Customer acknowledges and agrees that FPL's sole and only obligation and the Customer's exclusive remedy for termination of this Contract under this Section 1.4 shall be limited to the Customer's direct damages actually incurred, provided such liability shall be subject to FPL's limitation of liability in Article 4. The Customer voluntarily and knowingly waives any other available right, claim or remedy available at law or equity for a FPL termination for regulatory or legislative action.

**ARTICLE 2 – FEES; COMMERCIAL OPERATION; OPERATION AND MAINTENANCE SERVICES;
BILL OF SALE; AND INTERCONNECTION AGREEMENT**

2.1 Fees. FPL has agreed to donate the System to the Customer at no cost to the Customer, and be responsible for costs incurred to install and perform certain O&M Services (as such term is defined herein) for the System at the Location as set forth herein and outlined in Attachment 2 hereto; however, the Parties mutually agree and acknowledge that (i) as of the date that is five (5) years from the System's Commercial Operation, the Customer, not FPL, shall be solely responsible for any on-going costs necessary to maintain and continuously operate the System at the Location, and (ii) the Customer, not FPL, shall be solely responsible for and any landscape around the site at the Location where the System is installed.

2.2 Commercial Operation. The "Commercial Operation Date" shall mean the date the System (i) is connected to the grid and (ii) is capable of being operated and delivering electricity in accordance with all applicable laws, rules and regulations. FPL shall provide the Customer notice of the date representing the Commercial Operation Date.

2.3 Bill of Sale. Within ten (10) days of the date that is five (5) years from the Commercial Operation Date, FPL shall deliver to the Customer a fully executed document ("Bill of Sale") transferring title of the System from FPL to the Customer. The Parties agree that the form of Bill of Sale is attached hereto as Attachment 3. The Customer hereby agrees to execute the form of Bill of Sale within thirty (30) days of the date FPL delivers the Bill of Sale to the Customer, and the Customer hereby waives any right to object to the form of Bill of Sale.

2.4 FPL Operation & Maintenance Obligations.

2.4.1 Unless terminated earlier, commencing on the Commercial Operation Date and continuing for a period of five (5) years (the "O&M Period"), the Parties agree that FPL shall be the exclusive provider of the any operation and maintenance services ("O&M Work") on the System unless this Contract is terminated prior to the expiration of the O&M Period. The scope of the O&M Work that FPL agrees to perform on the System at the Location is set forth in Attachment 2.

2.4.2 The Customer shall insure that all permits relating to the Location and all land owner provisions, easements, permits and land rights are sufficient to permit FPL to comply with its obligations under this Contract.

2.4.3 THE PARTIES AGREE THAT THE O&M WORK IS BEING PERFORMED BY FPL "AS-IS" AND "WHERE-IS" AND WITHOUT ANY GUARANTEE OR WARRANTY OF ANY KIND, AND ALL GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, FOR PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE ARE HEREBY DISCLAIMED BY FPL.

2.5 Interconnection Agreement. As a condition precedent to the Customer's execution of this Contract, the Customer hereby agrees and acknowledges that it shall execute an Interconnection Agreement for Customer-Owned Renewable Generation Tier 1 - 10 kW or Less (effective as of October 1, 2008), the form of which is attached hereto as Attachment 4 ("Interconnection Agreement"). The Customer shall be obligated to deliver to FPL a fully executed version of the Interconnection Agreement concurrent with the execution of this Contract.

ARTICLE 3 – WARRANTY EXCLUSION

3.1 Limited Contractor/Manufacturer Warranty. FPL, in procuring materials and equipment for the System and the installation of the System, shall use reasonable efforts to obtain customary and standard Contractor warranties, if any, from the manufacturer of the System or the subcontractors used to install the System. Upon issuance of the Bill of Sale to the Customer and to the extent permitted by the Contractor or manufacturer of the System, FPL agrees to assign, to the extent assignable or transferrable, any applicable warranties to the Customer such that the Customer may be able to benefit from any such Contractor or manufacturer provided warranties obtained by FPL.

3.2 FPL Not Responsible. The Customer acknowledges and agrees that FPL shall have no liability, and Customer hereby waives any liability against FPL, with respect to any or all Contractor or manufacturer provided or supplied labor, materials, equipment or warranties set forth in Section 3.1, including warranties with respect to services performed and materials and equipment supplied in connection with to the installation or on-going maintenance of the System. As of the date of the Bill of Sale to the Customer, the Customer agrees that it shall look solely to the Contractor or the System manufacturer, as applicable, for corrective action pursuant to Section 3.1. The Customer further waives any right to seek any damages arising from any services performed by FPL or its subcontractors and materials and equipment supplied in connection the installation or the performance of the O&M Work on the System.

3.3 No Implied or Expressed Warranties. FPL PROVIDES THE SYSTEM UNDER THIS CONTRACT "AS IS" AND "WHERE IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. In addition, the Customer hereby acknowledges and understands that : (i) the Contractor chosen to install the System is not employed by FPL nor is an agent of FPL, but rather is an independent contractor hired by FPL; and (ii) FPL HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OF CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE WITH RESPECT TO THE SYSTEM'S: (A) SUITABILITY FOR THE CUSTOMER'S LOCATION; (B) SAFETY, QUALITY, AND/OR PERFORMANCE (INCLUDING, WITHOUT LIMITATION, ANY PROJECTED ENERGY SAVINGS); (C) INSTALLATION AND/OR THE CUSTOMER'S SUBSEQUENT OPERATION BEING IN COMPLIANCE WITH ANY APPLICABLE LAWS; (D) MERCHANTABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR MATERIALS FURNISHED BY ANY THIRD PARTY MANUFACTURER OR CONTRACTOR; AND (E) IMPLIED WARRANTIES OF NON-INFRINGEMENT, CUSTOM OR USAGE. This Section 3.3 shall survive the termination and expiration of this Contract.

3.4 Customer Warranty. The Customer hereby warrants and represents that it has secured and will continue to maintain all real property rights at the Location that are necessary to (i) install the System and (ii) perform the O&M Work the System during the O&M Period. The Customer's obligation to secure all real property rights hereunder shall be at no cost to FPL and the Customer shall bear all costs related to securing such real property rights. Upon FPL's request, the Customer shall promptly furnish such documentation requested by FPL to document that the Customer has fulfilled its obligations under this Section 3.4. The Customer's failure to properly secure and continue to maintain all such real property rights at the Location that are necessary to install and operate the System shall constitute a automatic material default event that Customer shall be obligated to cure within the time period set forth in Section 1.2. For purpose of this Contract, "**real property rights**" means all rights in or to real property, including leases, agreements, permits, easements, licenses, and provide right-of-ways, obtained by the Customer as may be necessary for FPL or Contractor to install the System, use and/or access the Location.

ARTICLE 4 – INDEMNITY; INSURANCE; AND LIMITATION OF LIABILITY

4.1 Indemnity. FPL shall hold the Customer, its officers, agents, and employees harmless against claims by third parties for bodily injury (including death) and third party tangible personal property damage resulting solely and exclusively from FPL's gross negligence during the performance of the installation of the System at the Location. FPL shall not be responsible for damages whether resulting in whole or in part from the Customer, or any of its employees, agents, representatives or those in its care and custody. To the extent permitted by Section 768.28, Florida Statutes, the Customer shall hold harmless, indemnify and defend FPL, its affiliates and parent company, and their officers, agents, and employees (collectively, "**FPL Entities**") from and against all liability, claims, judgments or costs for injury to, or death of any person or persons, for the loss or damage to any property, and for the imposition of any penalties, fines or other assessments by any governmental agency arising out of the performance under this Contract, and resulting from any negligence or failure to act by the Customer, or any of its employees, agents, representatives or those in its care and custody. An indemnitor under this Section shall have the right to defend an indemnitee by counsel (including insurance counsel) of indemnitor's selection reasonably satisfactory to the indemnitee, with respect to any claims within the indemnification obligations hereof. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. No indemnitee shall settle any such claims or actions without prior written consent of the indemnitor. NOTWITHSTANDING ANYTHING CONTAINED IN THIS SECTION 4.1 TO THE CONTRARY, NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER BY THE CUSTOMER OF ITS LIMITED WAIVER OF SOVEREIGN IMMUNITY PURSUANT TO THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES.

4.2 The Customer's Insurance Requirements. As of the expiration of the O&M Period, the Customer shall (i) maintain comprehensive property insurance, including all risk physical damage insurance, on the System with replacement cost coverage; and (ii) either (a) maintain comprehensive liability insurance for bodily injury, death, and property damage in the amount of \$200,000 per claimant and \$300,000 per occurrence or higher limits permitted under Section 768.28, Florida Statutes or (b) evidence that the Customer is self-insured for all liability claims and related expenses pursuant to Section 768.28, Florida Statutes. The Customer shall provide FPL copies of insurance certificates which provide evidence of the insurance coverage under this Contract, in form and substance reasonably satisfactory to FPL.

4.3 Limitation of Liability. By participating in the Program and entering into this Contract, the Customer acknowledges and agrees notwithstanding anything contained in this Contract to the contrary: (i) to be bound by this Contract and the Program Standards, which are final and legally binding on all matters relating to the Program; (ii) to waive, relinquish, release any right the Customer may have to seek, claim or petition any indirect, incidental, special, consequential, punitive and/or exemplary damages against any of

the FPL Entities; (iii) that FPL Entities shall also not be liable to the Customer for any lost profits, lost revenue, or lost institutional operating savings arising out of or in connection with this Contract and the Program; and (iv) in no event shall FPL Entities total aggregate liability to the Customer for all damages, losses and causes of action, whether in tort (including, but not limited to, negligence) or otherwise exceed \$100. This Section 4.3 shall survive the termination or expiration of this Contract.

4.4 Survival. This provision of this Article 4 shall survive the termination and expiration of this Contract.

ARTICLE 5 – ACCESS, OWNERSHIP AND CONFIDENTIALITY

5.1 Location Access and Jessica Lunsford Act.

5.1.1 Upon the request of FPL and the Contractor, the Customer shall provide FPL and the Contractor (and its subcontractors) with reasonable access to the Location to enable FPL and the Contractor to install the System at the Location, and to verify and confirm the operation of the System at the Location. The Customer shall provide FPL and the Contractor with adequate storage and laydown areas at the Location during the installation of System and shall make available any construction power and other utilities (at the Customer's sole expense) as necessary for the Contractor and its subcontractors to perform the installation, activation of the System.

5.1.2 If FPL, its Contractor, employees, and/or subcontractors have access on school grounds when students are present, have direct contact with children or any student of the Customer, then FPL, its employees, and/or subcontractors shall undergo level 2 screening, including fingerprinting by the Customer's designated subcontractor at the sole cost of the FPL or Contractor, as applicable. Level 2 screening consists of fingerprinting and a background check as set forth in Section 1012.32, Florida Statutes. Neither FPL nor Contractor (or its subcontractors) shall begin work at the Location until it receives clearance by the Customer. The Customer shall not be liable to FPL under any legal theory or equitable theory for any claim whatsoever for the rejection of FPL its employees and/or subcontractors on the basis of these compliance with Section 1012.32, Florida Statutes. All exceptions to certain fingerprinting and criminal history checks pursuant to Section 1012.468, Florida Statutes shall apply.

5.2 Ownership. All right, title and interest in any intellectual property embedded or made part of the System and any other report or document furnished or to be furnished by FPL pursuant to this Contract shall constitute Confidential Information and shall remain the sole and exclusive property of FPL and may only be used by the Customer through the grant of a limited license for the operation, maintenance, repair or alteration of the System installed by the Contractor. The Customer shall not acquire any rights or interest with respect to FPL's or its subcontractors' proprietary technology, know-how, processes or computer software or any other intellectual property that may be used in connection with the services or the supply of equipment and materials hereunder. The Customer acknowledges that FPL may provide similar services or install similar Systems to other companies or customers and agrees that nothing in this Contract will be deemed or construed to prevent FPL from carrying on such business. In particular, the Customer agrees that, notwithstanding anything to the contrary set forth herein, as part of FPL's provision of the installation of the System hereunder, FPL may utilize software, methodologies, tools, specifications, models, samples and documentation, FPL's Confidential Information, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, which have been originated, developed or purchased by FPL or by third parties under agreements to provide services for such third parties.

5.3 Confidentiality. The Customer agrees to hold Confidential Information in strict confidence and agrees that it shall not disclose Confidential Information without prior written consent of FPL except to the extent disclosure is required by Chapter 119, Florida Statutes, as may be amended from time to time. For

purposes of this Contract, "Confidential Information" shall mean (i) all information for which a statutory exemption from disclosure exists under Chapter 119, Florida Statutes, as may be amended from time to time that is (i) marked as "confidential" or "proprietary" by an appropriate stamp, label, legend or other written notice thereon if transmitted electronically or other written form, and if disclosed orally by FPL, then FPL shall confirm the oral or visual disclosure that shall be considered Confidential Information in a written memorandum or e-mail transmittal to the Customer within thirty (30) days after such visual or oral disclosure, or (ii) information that due to its character and nature, a reasonable person under like circumstances would treat such information as confidential or proprietary. Confidential Information may only be disclosed to employees with a need to know the Confidential Information for the sole purpose of performing its obligations under this Contract and the Customer is responsible for any breach of this Section 5.3 by its employees. This Section 5.3 does not apply to information that is presently a matter of public knowledge, which is or becomes available on a non-confidential basis from a source which is not known to be prohibited from disclosing such information or which was legally in the Customer's possession without obligation of confidentiality prior to disclosure by FPL. In the event that either Party is requested or required by legal, statutory or regulatory authority to disclose any Confidential Information, the Customer shall promptly notify FPL of such request or requirement prior to disclosure so that FPL may seek an appropriate protective order and/or waive compliance with the terms of this Contract. Both Parties acknowledge that FPL would not have an adequate remedy at law for money damages if the covenants contained in this Section 5.3 were breached. Accordingly, FPL shall be entitled to an injunction restraining the Customer from violating this Section 5.3, provided all necessary requirements under law for such injunction were met.

5.4 Publicity. The Customer acknowledges that FPL desires to generate favorable publicity regarding FPL's conveyance of the System to the Customer and the Customer's use of the System. The Customer further acknowledges and agrees FPL shall have the right: (i) to issue press releases regarding the installation and use of the System and to publicize FPL's customers and to the public that FPL have helped, encouraged and supported the installation of the System; (ii) to use the Customer's name in FPL's press releases, publicity and advertising; (iii) to display photographs of any of the System in its advertising and promotional materials; and (iv) to post signage at the Location acknowledging FPL's ownership and future donation of the System to the Customer. The Customer shall not make any public announcement or publication concerning, related to or in connection with its participation in the Program or this Contract (or any activity related to this Contract) until FPL approves such announcement or publication, which such approval may be withheld by FPL in its sole discretion.

ARTICLE 6- GENERAL TERMS

6.1 Independent Contractor Relationship. The Customer shall represent itself and its employees/subcontractors to all customers and other parties as an independent contractor and shall not in any manner, including by telemarketing or otherwise, promote, infer or identify itself or its employees/subcontractors as FPL, or as an agent, partner, joint venturer, or employee of FPL, or permit any such promotion or identification of itself or its employees/subcontractors. Each Party shall have the sole responsibility to employ and pay its employees/subcontractors as may be required to perform the work, use appropriate equipment, follow good work practices, provide appropriate supervision and ensure compliance with its obligation under this Contract.

6.2 Non-Exclusivity. The Customer understands that FPL may enter into similar agreement with others and FPL's donation of the System under this Contract shall not be interpreted as created any type of exclusive relationship.

6.3 Conflicting Provisions. In the event of any inconsistencies between this Agreement and the other documents integrated into the Contract, the following order of precedence in the interpretation hereof or resolution of such conflict hereunder shall prevail: first, written amendments to this Contract agreed upon

by the Parties; second, the terms and conditions of this Contract (excluding Attachments); third, Attachment 1; fourth, all other Attachments (other than Attachment 1); and last, any drawings produced and delivered pursuant hereto (in respect of which, precedence shall be given to drawings of a larger scale over those of smaller, figured dimensions on the drawings shall control over scaled dimensions, and noted materials shall control over undimensioned graphic indications.

6.4 Assignment. Neither the Contract, nor the work, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by either Party without the other's prior written approval. However, FPL may at any time and at its sole and unrestrained discretion assign the Contract, in whole or in part, to one of its subsidiaries or affiliates by written notice to the Customer. No assignment or transfer of the Contract shall relieve either Party of any of its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL, the Customer and assignee. If the Contract should be permitted to be assigned by either Party, it shall be binding upon and shall inure to the benefit of the permitted assignee.

6.5 Headings Not Controlling; Construction. Headings in this Contract are for reference purposes only and shall not be part of the Contract. Each Party acknowledges that it has actively participated in the negotiation and preparation of this Contract, and that accordingly this Contract and any uncertainty or ambiguity contained therein shall not be construed against any one Party as drafter.

6.6 Non-waiver. The failure of a Party to enforce, insist upon, or comply with any of the terms, conditions or covenants of this Contract, or a Party's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect.

6.7 Governing Law and Venue. This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Any disputes resulting in litigation between the Parties shall be conducted in the state or federal courts of the State of Florida. Proceedings shall take place in the Circuit Court for Indian River County, Florida or the United States District Court for the Southern District of Florida.

6.8 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS WHETHER ORAL OR PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE FPL ENTERING INTO THIS CONTRACT.

6.9 Notices. Correspondence concerning this Contract must be sent to the Parties at the following addresses:

If to the Customer: The School Board of Indian River County, Florida
 Attention: Superintendent
 1990 25th Street
 Vero Beach, Florida 32960
 Telephone: (772) 564-3000
 Facsimile: (772) 564-3105

If to FPL: Florida Power & Light Company
 9250 West Flagler Street

Miami, Florida 33174
Attention: Gus Dominguez Mail Stop: DMO//GO
Telephone: (305) 552-4663
Facsimile: (305) 552-2487

If the mailing address for either Party changes during the term of this Contract, it shall be that Party's responsibility to notify the other Party promptly of the new address, and the old address shall remain effective for the purposes of this Contract, or any renewal thereof, until notice of the address change has been received by the other Party. All notices shall be delivered in person; by courier service; by registered mail or certified mail; or by U.S. Mail, postage prepaid, in which case receipt shall be deemed effective three (3) business days after postmark.

6.10 Survival. The obligations of the Parties contained in Articles 2, 3, 4, 5 and 6, which by their nature survive the termination of the Contract and/or the completion of the work hereunder, shall survive and inure to the benefit of the Parties. Those provisions of the Contract which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination of the Contract and/or completion of the work.

6.11 Severability. Should any provision, portion or application thereof, of the Contract be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law, the Parties shall negotiate an equitable adjustment to the affected provisions of the Contract with a view toward effecting the purpose of the Contract and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.

6.12 Hazardous Materials. The Customer shall have sole responsibility and liability with respect to the proper identification, removal and disposal of any asbestos or any substance containing asbestos, polychlorinated biphenyl's, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste under any applicable law (collectively, "**Hazardous Materials**") or correction of any hazardous condition at the Location which affects FPL's or the Contractor's performance of the services to install and/or perform the O&M Work on the System. If, during the course of performing the installation of the System and/or O&M Work, FPL or the Contractor becomes aware of any such Hazardous Materials or hazardous condition, FPL shall promptly report such matter to the Customer and before disturbing (or further disturbing) such Hazardous Materials or hazardous condition. Work in the affected areas shall be resumed by the Contractor only upon the written notice from the Customer that such Hazardous Materials have been removed or such hazardous condition has been corrected, and then only if such continuation of work shall not violate any applicable law or permit. The Customer shall, to the extent permitted under Section 768.28, Florida Statutes, indemnify, defend and hold harmless FPL Entities with respect to any liability, cost or expense incurred as a result of its negligence involving such Hazardous Materials or hazardous condition.

6.13 Title and Risk of Loss.

6.13.1 Legal title to the System, including all equipment and materials comprising a part thereof, shall pass to the Customer upon the earlier of (i) delivery of the Bill of Sale by FPL to the Customer and (ii) expiration of the O&M Period.

6.13.2 The Customer shall bear all risk of loss or damage of any kind with respect to all or any part of System located at the Location, whether installed or not upon delivery of the System to the Location unless such loss or damage is found to have been directly caused by the negligence of FPL or

Contractor. As of the date that the Customer assumes risk of loss of the System, the Customer hereby releases and waives, and will cause its insurers to release and waive, any right of subrogation against FPL for any loss under this Section 6.13.

6.14 Force Majeure. Neither Party shall be liable for any loss, damage, cost, delay, or failure to perform in whole or in part resulting from causes beyond such Party's control, including but not limited to, fires, strikes, insurrections, riots, or requirements of any governmental authority.

6.15 Taxes. FPL shall have no obligation or liability with respect to any property tax or with respect to any income, excess profits, or revenue tax charged or levied against the Customer as a result of this Contract.

6.16 Customer Training. As part of the installation of the System, Customer is required to designate to FPL in the Attachment 2, Scope or Work, a certified and licensed person who teaches at the Location along with a Customer facility's representative that shall be made available to attend educational training related to the System and solar energy technology. FPL agrees to provide for the following reimbursements costs (the "**Reimbursement Expenses**") as a result of such mandatory training: (i) Customer's designated teacher and facility representative's direct expenses paid by such persons for travel to and from the FPL designated training site; (ii) Customer's designated teacher and facility representative's direct expenses paid by such persons for meals and lodging to and from the FPL designated training site; and (iii) Customer's direct expenses incurred for procuring a substitute teacher if the teacher is required to attend the training class during the school year on a date when school is in session. Notwithstanding anything contained herein, the total aggregate amount of Reimbursable Expenses that FPL shall be liable and responsible for under this Contract shall not exceed \$1,000.00, and in order for Customer to allow Customer and its designated teacher and facility representative to be eligible for any Reimbursable Expenses, Customer and such persons must present receipts documenting and supporting any claim for such Reimbursable Expenses.

6.17 Integration. This Contract (including Attachments 1, 2 and 3) contains all the terms and conditions agreed on by the Parties, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to bind the Parties hereto. No modification of this Contract shall be binding unless made in writing and signed by both Parties. There are no other oral understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Contract.

[Remainder of Page Left Intentionally Blank;
Signatures on Following Page]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Contract effective as of the Effective Date.

FLORIDA POWER & LIGHT
COMPANY
a Florida corporation

THE SCHOOL BOARD OF INDIAN RIVER
COUNTY, FLORIDA
a political subdivision of the State of Florida

By: msantos

Name: Marlene M. Santos
Title: Vice President, Customer Service

By: Carol Johnson 2/12/2013

Name: Carol Johnson
Title: Chairman, District School Board of
Indian River County, Florida

ATTACHMENT 1
PHOTOVOLTAIC FOR SCHOOLS PILOT PROGRAM STANDARDS



Photovoltaic for Schools Pilot

Program Standards

Florida Power & Light Company
Photovoltaic for Schools Pilot

Program Standards

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Program Objectives

Description of purpose of program

The Photovoltaic (PV) for Schools Pilot Program is designed to reduce energy consumption and growth of coincident peak demand. Its other purpose is to educate future generations on the practical application of a PV system by providing systems and educational materials to selected schools in each public school district in FPL's territory.

Measures included in program

The measure included in this program is a PV system consisting of solar electric panels, mounting hardware, grid-interactive inverter(s), associated equipment, and an on-line data acquisition system to be used by the schools in their renewable energy education curriculum.

Output to the customers

Each school will receive a PV system, teacher training and educational materials, in addition to the reduced energy consumption and technical assistance on the operation of the PV system.

Customer Requirements

Customer / premise eligibility

All existing K-12 public schools served by FPL are eligible.

Eligible rates

All metered commercial/industrial retail rate schedules are eligible.

Dwelling / building type

All public school building types are eligible for this program.

Age of dwelling / building type

All existing public school buildings are eligible for this program.

Restriction from re-participation and exceptions

An individual school is eligible for only one solar installation during the duration of the pilot program.

Other customer requirements

The school district must provide a sufficiently sized, accessible unshaded area to accommodate the PV system. The participating school must have, and be willing to maintain, a science teaching position at that school trained to present curriculum related to the PV installation. Prior to the installation of the PV system, the school district must submit an application and a Net Metering Interconnection Agreement as per Rule 25-6.065, Net Metering of Customer-owned Renewable Generation

(Interconnection Agreement). The school district must partner with FPL to select and approve the specific schools and commit to facilitating the installation of the PV system within the funding year. The school must supply an internet connection through the school's internet system to provide monitoring information to the classrooms, the school district and FPL.

FPL will own and repair the PV system for the first five years following installation. At the end of the five year period, FPL will transfer ownership to the school district and all responsibility for the operation and maintenance of the system.

Contractor Requirements

Licensing requirements

The contractor must meet any and all applicable legal licensing requirements of the State of Florida and local municipalities for the work being performed.

Other contractor requirements

FPL will select the licensed contractor to construct each system. The selected contractor will be responsible for all work performed and maintenance for the first five years of the system operation. The contractor must comply with all FPL requirements and must commission and certify each system.

Eligible Equipment Requirements

Definition of system

A PV system consists of solar panels, mounting hardware, grid-interactive inverter(s), associated cabling, and an on-line data acquisition system to be used to transmit educational information to the school districts through the schools' internet system.

Accreditation of ratings

The PV system components shall be tested and listed by a nationally recognized testing and certification laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741.

Additional equipment requirements

All installed systems must have at least a five year warranty on equipment and installation beginning on the in-service date.

Installation Requirements

Specific installation requirements

The PV system will be installed using a design approved by FPL. The installations must comply with all local, state and federal statutes, codes, ordinances, and accepted engineering practices.

Fees or charges

There are no fees or charges to be paid by the customer for systems installed under this program.

Other installation requirements

If the customer requires a fence around the PV system, then the cost of purchasing and installing the fence will be the responsibility of the school district. Following installation, FPL will provide each school with copies of applicable warranties, system design schematics, manuals, maintenance instructions, and provide basic instructions on the operation of the system. In addition to the PV system, FPL will provide classroom PV instruction kits, training for one or more teachers and instructions for school maintenance personnel regarding the operation and maintenance of the system.

Reporting Requirements

All program charges such as payroll & benefits, material and supplies, outside services, advertising, vehicles, other and rebate costs shall be reported as part of the Energy Conservation Cost Recovery True-Up and Projection filings.

FPL will evaluate the energy and demand impacts through the use of engineering modeling analyses. This modeling will be calibrated with onsite metering research in a manner that most cost-effectively meets the overall impact evaluation objectives. For a statistically valid sample, FPL will analyze individual hourly energy and demand impacts, engineering and system design variations and their impact on energy and demand; analyze the billing impacts to customers while analyzing the data based on system size and configurations; and plan to meter the actual energy performance. FPL will monitor the installed costs over the life of the pilot program.

ATTACHMENT 2

DESCRIPTION OF PHOTOVOLTAIC SYSTEM AND SCOPE OF WORK

1. General Information

- 1.1. The contractor to be chosen by FPL (“Contractor”) has been contracted by FPL to install one stand alone photovoltaic system whose approximate nameplate rating is 5 kW (collectively, the “System”) at 6400 57th Street, Vero Beach, Florida, 32967 (the “Location”). The System will provide supplemental energy to the Location. The System type is covered cantilever design to be located at the front of the Location entrance. Upon transfer of title to the System from FPL the Customer under the Contract, FPL agrees, to the extent permitted under the agreement with the Contractor, to assign any remaining warranties to the Customer.

2. FPL Photovoltaic System Guidelines

- 2.1. The Contractor will obtain in coordination with the Customer any permits from the appropriate legal authority for system installation and operation.
- 2.2. The Contractor will coordinate an acceptance test that must be performed on the System once the installation is complete. The acceptance testing includes measuring the short circuit currents and open-circuit voltages on all source circuits while measuring irradiance and panel temperature, and measuring the instantaneous DC input and AC output of the System to determine its efficiency.

3. System (Photovoltaic (“PV”) Panel and Array) Specifications

- 3.1. The System includes all equipment, hardware and documentation required for the installation of one (1) photovoltaic system whose approximate nameplate rating is 5 kW.
- 3.2. The System will be designed for installation in FPL’s service territory in the State of Florida, with the understanding that the System may be subject to long-term high humidity and temperature conditions (condensing, salt-air environment), and annual ambient temperatures range from below freezing to near 100° F (38° C).

- 3.3. The System will be installed at a pre-selected FPL approved site at the Location. The Location where the System is installed will require a freestanding structure for support. This structure will have a single 10-30 degree, fixed tilt plane, to be oriented either to the South, East, West or flat, as local conditions dictate.
- 3.4. Install the System as follows:
 - 3.4.1. The PV array shall consist of framed flat-plate crystalline silicon panels.
 - 3.4.2. The PV array will be supported by a freestanding structure.
 - 3.4.3. Each PV panel shall have a minimum 5 year warranty.
 - 3.4.4. The PV panels' electrical characteristics including current-voltage (I-V) curves and temperature coefficients of panel power, voltage, and current shall be provided with the panels.
 - 3.4.5. The System shall meet or exceed the requirements of:
 - 3.4.5.1. IEEE Standard 1262-1995 IEEE Recommended Practice for Qualification of PV panels and Underwriter Laboratories (UL) Standard 1703 Standard for Safety for Flat-Plate PV panels;
 - 3.4.5.2. UL 1741 – (Underwriters Laboratories) Static Inverters and Charge Controllers for use in Photovoltaic Power Systems; and
 - 3.4.5.3. NFPA 70 – (National Fire Protection Agency) as published by the National Electric Code (NEC).

4. **PV System Electrical Design**

- 4.1. The electrical design and installation instructions for the System shall conform to the National Electric Code (NFPA 70), as adopted by Florida law (“NEC”). Article 690 of the NEC applies specifically to photovoltaic system safety, protection, control and interface with other sources. Other articles of the NEC also apply.
- 4.2. All electrical components, including over current protection, disconnects, surge suppression devices, conduit, wiring and terminals must have UL or equivalent listing and have appropriate voltage, current and temperature ratings for the application. Special attention should be given to appropriate ratings for components used in DC circuits.
- 4.3. All wiring shall meet NEC requirements.
- 4.4. All terminations must use listed box terminal or compression type connections. Twist on wire splices, crimped, soldered or taped connections are not permitted for the required field installed wiring.
- 4.5. All panel frames, panel/array support structures, metal enclosures, panel boards and the PCU cabinet shall be grounded in accordance to the NEC.

5. **PV Array Mechanical Design**

- 5.1. The Contractor will design a freestanding base support structure for mounting the photovoltaic arrays, and all other hardware required for assembling the System, and structurally attaching them to the base support structure.
- 5.2. The Contractor will be responsible for the PV array mounting structure, including panels, hardware and attachments shall be designed to withstand wind loads as required by applicable building codes and regulations based on Location. Array structural design information sealed by a professional engineer is desired.
- 5.3. The array shall be mounted on the base structure at a tilt angle of 10-30 degrees from horizontal. The orientation of the base structure will vary between South, East, West or flat, at FPL's discretion.
- 5.4. Array mounting hardware supplied by the bidder should be compatible with the site considerations and environment. Special attention should be paid to minimizing the risk from exposed fasteners, sharp edges, and potential damage to the panels or support structure. Corrosion resistance and durability of the mechanical hardware should be emphasized. The use of ferrous metals, contact of dissimilar metals and the use of any wood or plastic components are strongly discouraged.
- 5.5. As these are high profile, publicly visible installations, the aesthetics of the overall installation is extremely important to FPL. To create a uniform appearance of the array, spacing between individual panels and panels should be kept to a minimum. As much as possible, all mechanical hardware, conduit, junction boxes and other equipment should be concealed beneath and/or behind the array.
- 5.6. The array layout should be consistent with the ordering (and labeling) of source circuits in the array combiner boxes. Ease of access for array troubleshooting and maintenance is desired by allowing access to the back of the array for panel junction box servicing, and removal/replacement of individual source circuits (panels) and panels if necessary.

6. **Documentation to be supplied by Contractor to Customer**

- 6.1. One copy of all equipment manufacturers' specifications and operations manuals, including those for PV panels, inverter, over current devices, disconnects and optional equipment.
- 6.2. Overview of major system components and principles of operation.
- 6.3. Diagram indicating overall layout of entire system, including PV array, and location of BOS hardware and inverter (if needed) with respect to the array.
- 6.4. Electrical schematics and diagrams showing all major components and devices, including conductor types and sizes, connections of individual panels and array source circuits, terminations at junction boxes, connection to surge suppression devices and the inverter, and the inverter interface with the utility grid.
- 6.5. Mechanical drawings showing details of panel/array mechanical support structure and instructions for assembling and installing arrays on the base structure.

- 6.6. Procedures for operating, disconnecting, servicing and maintaining complete system and individual components.
- 6.7. Warranty information on individual components.
- 6.8. As-built diagrams indicating overall layout of entire system, including PV array, and location of BOS hardware and PCS with respect to the array.
- 6.9. ANY DOCUMENTS PROVIDED HEREUNDER ARE FOR INFORMATIONAL PURPOSES ONLY, PROVIDED "AS-IS," AND FPL DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, AND MAKES NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE ACCURACY OR COMPLETENESS OF ANY SUCH DOCUMENTS OR INFORMATION PROVIDED BY FPL HEREUNDER. CUSTOMER AGREES AND ACKNOWLEDGES FPL WILL NOT BE LIABLE FOR ANY DAMAGES AS A RESULT OF THE CUSTOMER'S RELIANCE OF SUCH INFORMATION.

7. Customer Designated Training Representatives*

7.1 The following is Customer's designated teacher: Kristin Shaw

7.2 The following is Customer's designated facility representative: Lesley Fleckenstein

*Upon written notice to FPL, the Customer may change its designated teacher and/or facility representative.

8. Project Schedules

8.1. Proposed Commercial Operational Date for the System will be prior to June 30, 2014, provided, however, and for avoidance of doubt, the Parties acknowledge and agree that such date is only an estimate and not guaranteed.

9. Scope of O&M Work

9.1 Once a year during the O&M Period, FPL or its designated representative will visit the Location for the purpose of inspecting the System to determine if the System is operating properly in accordance with System manufacturer specifications. During this visit, FPL or its designated representative will conduct tests similar to those made during the original System acceptance test. Such test includes measurements of short-circuit current and open-circuit voltage, and the instantaneous measurement of DC and AC current and voltage while the System is in operation.

9.2 Once a year during the O&M Period, FPL or its designated representative will:

9.2.1 inspect the System's support structure that the photovoltaic arrays are mounted upon, and all other assembling of the System;

9.2.2 inspect the overall aesthetics of the System and notify Customer of any damage to the System;

- 9.2.3 inspect the System's electrical connections;
- 9.2.4 inspect all System communication connections (including, verifying that the System is communicating with the Internet;
- 9.2.5 check and document output of the System inverter;
- 9.2.6 perform a general safety inspection of the System and identify any safety concerns to Customer;
- 9.2.7 test both the voltage and the current for each System PV array;
- 9.2.8 check System for any degradation; and
- 9.2.9 perform general System cleaning to remove dirt in an effort to improve System output.

ATTACHMENT 3

FORM OF BILL OF SALE

THIS BILL OF SALE is made and entered into as of [February] [12], 201[3] ("Effective Date") between FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("FPL") and THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida (the "Customer"). The Customer and FPL are hereinafter sometimes collectively referred to as the "Parties" and individually referred to as a "Party."

WHEREAS, FPL and the Customer are parties to that certain Photovoltaic for Schools Pilot Program Contract ("Contract") effective as of [] [], 2012, pursuant to which FPL has agreed to assign, transfer and convey certain assets of FPL to the Customer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, FPL, by this Bill of Sale, does hereby convey, grant, bargain, sell, transfer, set over, assign, alienate, remise, release, deliver and confirm unto the Customer, its successors and assigns, forever, all of FPL's right, title, interest in and to the System (as defined in the Contract) as of the close of business on the date hereof.

TO HAVE AND TO HOLD all and singular the System unto the Customer, its successors and assigns, to its and their own use and enjoyment forever.

ASSIGNOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Contract.

2. The System is conveyed to the Customer in its "as is" condition. THE CUSTOMER AGREES THAT FPL HAS MADE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), AS TO THE CONDITION OF THE SYSTEM, ITS SUITABILITY OR USEFULNESS FOR ANY PARTICULAR PURPOSE, OR ITS COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE, RULE, REGULATION OR ORDER.

3. This Bill of Sale and Assignment is given pursuant to the Section 2.3 of the Contract, and, except as herein otherwise provided, the transfer of the System hereunder is made subject to the terms and provisions of the Contract. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Bill of Sale and the terms and conditions of the Contract, the terms and conditions of the Contract shall control.

4. Any notice, request or other document to be given hereunder or in connection herewith to any Party hereto shall be given in the manner described in the Contract.

5. The Parties acknowledge and agree that this Bill of Sale may be executed in multiple counterparts, and transmitted via telecopy or .pdf e-mail file, and all such counterparts (whether transmitted via telecopy, .pdf e-mail file or otherwise), when executed and taken together, shall constitute integral parts of one and the same Bill of Sale between the Parties.

6. This Bill of Sale shall be construed in accordance with and governed by the internal laws of the State of Florida without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Florida to the rights and duties of the Parties.

[Remainder of Page Left Intentionally Blank;
Signatures on Following Page]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Bill of Sale effective as of the Effective Date.

**FLORIDA POWER & LIGHT
COMPANY**
a Florida corporation

**THE SCHOOL BOARD OF INDIAN RIVER
COUNTY, FLORIDA**
a political subdivision of the State of Florida

By: _____

By: Carol Johnson 2/12/2013

Name:

Name Carol Johnson

Title:

Title: Chairman of District School Board of
Indian River County, Florida

ATTACHMENT 4

INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED
RENEWABLE GENERATION TIER 1-10kW OR LESS

**Interconnection Agreement for Customer-Owned Renewable Generation
Tier 1 - 10 kW or Less**

This Agreement, is made and entered into this 12th day of February, 2013, by and between THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA ("Customer"), with an address of 6400 57th St # Storm Grove Middle School, Vero Beach, FL 32967 BA81319-07597 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Customer has requested to interconnect its Customer-owned renewable generation, 10 kW or less, to FPL's electrical service grid at the Customer's presently metered location.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

1. Definitions

1.1. Capitalized Terms shall have the meanings set forth in Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

2. Customer Qualification and Fees

2.1. Customer-owned renewable generation shall have a Gross power rating that:
a) does not exceed 90% of the Customer's utility distribution service rating; and
b) is 10 kW or less.

Gross power rating for the Customer-owned renewable generation is 4.25 AC.

2.2. The Customer shall not be required to pay any application fee for this Tier 1 Customer-owned renewable generation system.

2.3. In order to commence the process for interconnection the Customer shall provide FPL a completed application.

3. General Responsibilities of the Parties

3.1. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741.

3.2. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.

3.3. The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the FPL system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

3.4. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 9.051)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: October 1, 2008

(Continued from Sheet No. 9.050)

3.5 The Customer shall notify FPL at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.

3.6 Interconnection Agreement shall be executed by FPL within thirty (30) calendar days of receipt of a completed application.

4. Inspection and On-going Compliance

4.1 FPL will provide Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when FPL may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FPL's legal obligation to provide service to its Customers.

5. Manual Disconnect Switch

5.1 In the event FPL elects to install a manual disconnect switch, it shall be installed at FPL's expense. The FPL installed manual disconnect switch shall be the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.

6. Disconnection / Reconnection

6.1 FPL may open the manual disconnect switch, if available, or disconnect the Customer's meter, pursuant to the conditions set forth in Section 6.2 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.

6.2 FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons:

- a) Emergencies or maintenance requirements on FPL's system;
- b) Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL; and
- c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL.

7. Modifications/Additions to Customer-owned Renewable Generation

7.1 If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Customer must notify FPL by submitting a new application specifying the modification at least thirty (30) calendar days prior to making the modification.

7.2 If the Customer adds another Customer-owned renewable generator system which i.) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; or ii.) utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (30) calendar days notice prior to installation.

(Continued on Sheet No. 9.052)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: October 1, 2008

(Continued from Sheet No. 9.051)

7.3 In the event any Customer modifications or additions result in the input to any FPL meter so as to qualify as a Tier 2 or Tier 3 system, then all terms and conditions, including appropriate notice, of the Interconnection Agreement for Tier 2 or Tier 3 systems shall apply.

7.4 The Interconnection Agreement which applies in instances described in Sections 7.1, 7.2, and 7.3 above shall be determined by the combined gross power rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW.

8. **Indemnity**

8.1 Customer shall indemnify, hold harmless and defend FPL from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property, (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPL.

8.2 FPL shall indemnify, hold harmless and defend Customer from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FPL's system, except in those instances where such loss is due to the negligent action or inactions of the Customer.

9. **Limitation of Liability**

9.1 Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

10. **Assignment**

10.1 The Interconnection Agreement shall not be assignable by either party without thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

10.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.

11. **Insurance**

11.1 FPL recommends that the Customer maintain Liability Insurance for Personal Injury and Property damage in amount of not less than \$100,000 during the entire term of this Interconnection Agreement.

12. **Renewable Energy Certificates**

12.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment; any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

(Continued on Sheet No. 9.053)

(Continued from Sheet No. 9.052)

13. Lease Agreements

13.1 The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

13.2 The Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the Customer-owned renewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection Agreement and may also become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

14. Dispute Resolution

14.1 Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

15. Effective Date

15.1 The Customer must execute this Interconnection Agreement and return it to FPL at least thirty (30) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

16. Termination

16.1 Upon termination of this Interconnection Agreement, FPL shall open and padlock the manual disconnect switch, if applicable, and remove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

17. Amendments to Florida Public Service Commission Rules

17.1 FPL and Customer recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

18. Entire Agreement

18.1 This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between FPL and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

(Continued on Sheet No. 9.054)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: October 1, 2008

(Continued from Sheet No. 9.053)

IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed in triplicate the day and year first above written.

FLORIDA POWER & LIGHT COMPANY



(Signature)

Ron Bartnick

(Print or Type Name)

Manager, Product Support

Title: _____

CUSTOMER




(Signature)

Carol Johnson

(Print or Type Name)

Title: Chairman of District School Board of
Indian River County, Florida

Witness: 

(Print or Type Name)
Judy Stang

2/2/2013

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: October 1, 2008



School District of Indian River County

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

Mark J. Rendell, Ed.D. - Superintendent

DATE: March 14, 2019

TO: Jeff Carver

CC: Chad Lane, Jon Teske

FROM: Robert Michael, CHFM
Director, Physical Plant

SUBJECT: Delta Automation Annual Spend Authority

Jeff;

I would like to request an increase of \$10,000.00 in our Spend Authority with Delta Automations. We use this firm for programming of the Andover and Johnson Controls Building Automation Systems. Delta Automations also provides us with after-hour and weekend remote emergency services in programming and troubleshooting of the Building Automation System. We have projected our current spend with Delta Automation will exceed \$50,000.00 by the end of the fiscal year on June 30th, 2019, due to an unbudgeted issue with the automation system at Storm Grove Middle School that required approximately \$6,000.00 in programming cost. This firm provides a vital service to the District as we enter the upcoming storm season. Please contact me if you need any additional information related to this request.

Best Regards,

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

“Educate and inspire every student to be successful”

Dr. Mara Schiff • Jacqueline Rosario • Laura Zorc • Teri Barenborg • Tiffany M. 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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**Surplus Property Records ACT/RCY
Auction/Recycle Items - Revenue Generating**

| Barcode | Description | Original Value | Current Depreciation | Current Value | Capitalized Code | Serial # | Manufacturer | Acquisition Date | Room |
|--------------------|--|---------------------|----------------------|-----------------|------------------|----------------------|--------------|------------------|-----------|
| 00054668 | SOUSAPHONE KING | \$ 2,039.00 | \$ 2,039.00 | \$ - | 6410 | 88910 | V085378 | 10/30/1981 | RCY1 |
| 00055243 | SOUSAPHONE WITH CASE | \$ 2,099.00 | \$ 2,099.00 | \$ - | 6410 | 628534 | V085378 | 6/13/1983 | RCY1 |
| 00055244 | SOUSAPHONE WITH CASE | \$ 2,099.00 | \$ 2,099.00 | \$ - | 6410 | 941665 | V085378 | 6/13/1983 | RCY1 |
| 00064436 | SOUSAPHONE CONN 21 K BRITE | \$ 2,750.00 | \$ 2,750.00 | \$ - | 6410 | 857319 | V046397 | 6/22/1990 | RCY1 |
| 00067902 | M-44 BACKHOE CATAPILLAR/LOADER | \$ 36,000.00 | \$ 36,000.00 | \$ - | 6520 | SHK01337 | V085378 | 4/30/1995 | RCY1 |
| 00068770 | EUPHONIUM EUPHONIUM, KING, BRIGHT SILVER | \$ 1,149.00 | \$ 1,149.00 | \$ - | 6410 | 537408 | V046397 | 2/15/1996 | RCY1 |
| 00073287 | ERICSSON HANDHELD RADIO 800MHZ RADIO 800MHZ - PRINCIPAL UA30001SQQ | \$ 1,350.00 | \$ 1,350.00 | \$ - | 6410 | 10019904 | V041295 | 1/31/2001 | RCY1 |
| 00073288 | ERICSSON HANDHELD RADIO 800MHZ UA3-0001TDS | \$ 1,350.00 | \$ 1,350.00 | \$ - | 6410 | N/A | V041295 | 1/31/2001 | RCY1 |
| 00076201 | ERICSSON EDAC F.M.R. H9D86X-R UA3001CNRADIO 800MHZ 128 GROUP SCAN-800MHZ | \$ 1,450.00 | \$ 1,450.00 | \$ - | 6410 | 618036 | V041295 | 4/30/2001 | RCY1 |
| 00076204 | ERICSSON EDAC F.M.R. H9S85X-R RADIO 800MHZ 128 GROUP SCAN | \$ 1,450.00 | \$ 1,450.00 | \$ - | 6410 | UA3000Z8NZ | V041295 | 4/30/2001 | RCY1 |
| 00077809 | APPLE IBOOK (R.SWARTZ) 500MHZ W/CD-ROM,AIRPORT,ETC. | \$ 1,167.00 | \$ 1,167.00 | \$ - | 6410 | UV2060GDMHL | V002920 | 3/18/2002 | RCY1 |
| 00077915 | KING MARCHING BARITONE HORN | \$ 1,002.00 | \$ 1,002.00 | \$ - | 6410 | 908288 | V046397 | 4/15/2002 | RCY1 |
| 00080707 | WHITTAKER GLS 15" MACHINE W/1515-11 BEADER BRUSH BLUE COMMERCIAL 15"BRUSH, | \$ 1,460.17 | \$ 1,460.17 | \$ - | 6410 | 42380 | V088269 | 1/12/2004 | RCY1 |
| 00081257 | ERICSSON EDAC F.M.R. H9S85X-RUA30001SOM800MHZ HANDHELD RADIO 128 SCAN | \$ 1,227.00 | \$ 1,227.00 | \$ - | 6410 | 9309904 | V041295 | 2/9/2004 | RCY1 |
| 00081949 | 30 C.P.M.DIGITAL COPIER REV DOC FEEDER/DUPLEX UNIT/STAND | \$ 4,493.93 | \$ 4,493.93 | \$ - | 6410 | AJK3039933 | V021400 | 1/10/2005 | RCY1 |
| 00082146 | ULTIMA 65 SCHOOL LAMINATOR 1151U GBC- HEATSEAL W/DELUXE CABINET (LIBRARY) | \$ 1,399.00 | \$ 1,399.00 | \$ - | 6410 | QLG0127 | V025881 | 4/11/2005 | RCY1 |
| 00082765 | ICE MAKER, CUBE-STYLE: MANITOWOC S-SERES CUBE-STYLE UP TO 1160-LB AIR-COOLED | \$ 5,985.00 | \$ 5,985.00 | \$ - | 6410 | 110099888 | V086756 | 11/30/2005 | RCY1 |
| 00084157 | KING ULTIMATE MARCHING MELLOPHONE | \$ 1,194.00 | \$ 1,194.00 | \$ - | 6410 | 134168 | V084820 | 4/23/2007 | RCY1 |
| 00084159 | KING ULTIMATE MARCHING MELLOPHONE | \$ 1,194.00 | \$ 1,194.00 | \$ - | 6410 | 133337 | V084820 | 4/23/2007 | RCY1 |
| 00084160 | KING 1124 SERIES MARCHING BARITON HORN | \$ 1,217.00 | \$ 1,217.00 | \$ - | 6410 | 156226 | V084820 | 4/23/2007 | RCY1 |
| 00084161 | KING 1124 SERIES MARCHING BARITON HORN | \$ 1,217.00 | \$ 1,217.00 | \$ - | 6410 | 154147 | V084820 | 4/23/2007 | RCY1 |
| 00084162 | KING 1124 SERIES MARCHING BARITO BARITONE HORN | \$ 1,217.00 | \$ 1,217.00 | \$ - | 6410 | 156214 | V084820 | 4/23/2007 | RCY1 |
| 00084231 | HP WORKSTATION SATA INTEL CORE 2 DUO E6300 1.86GHZ 2MB 1066 MHZ FSB | \$ 1,399.00 | \$ 1,399.00 | \$ - | 6410 | ZUA726OXM9 | V087664 | 6/30/2007 | RCY1 |
| 00084650 | KING ULTIMATE MARCHING BARITONE- HORN LACQUER FINISH WITH/CASE | \$ 1,201.50 | \$ 1,201.50 | \$ - | 6410 | 200785 | V090572 | 3/24/2008 | RCY1 |
| 00084651 | KING ULTIMATE MARCHING BARITONE- HORN LACQUER FINISH WITH/CASE | \$ 1,201.50 | \$ 1,201.50 | \$ - | 6410 | 200778 | V090572 | 3/24/2008 | RCY1 |
| 00084652 | KING ULTIMATE MARCHING BARITONE- HORN BARITONE LACQUER FINISH WITH/CASE | \$ 1,201.50 | \$ 1,201.50 | \$ - | 6410 | 200737 | V090572 | 3/24/2008 | RCY1 |
| 00084653 | KING ULTIMATE MARCHING BARITONE- HORN LACQUER FINISH WITH/CASE | \$ 1,201.50 | \$ 1,201.50 | \$ - | 6410 | 200791 | V090572 | 3/24/2008 | RCY1 |
| 00084661 | KING ULTIMATE MARCHING BARITONE- HORN LACQUER FINISH WITH/CASE | \$ 1,201.50 | \$ 1,201.50 | \$ - | 6410 | 200777 | V090572 | 3/24/2008 | RCY1 |
| 00084961 | KING ULTIMATE MARCHING MELLOPHONE W/CASE | \$ 1,370.00 | \$ 1,370.00 | \$ - | 6410 | 195805 | V046397 | 6/5/2008 | RCY1 |
| 00084962 | KING ULTIMATE MARCHING MELLOPHONE WITH CASE | \$ 1,370.00 | \$ 1,370.00 | \$ - | 6410 | 195815 | V046397 | 6/5/2008 | RCY1 |
| 00085094 | 2000 ANSI LUMENS XGA WIRELESS PROJECTOR W/ONE TOUCH AUTO EVERYTHING | \$ 1,720.00 | \$ 1,720.00 | \$ - | 6410 | N/A | V089332 | 6/19/2008 | RCY1 |
| 00085161 | 2000 ANSI LUMENS XGA WIRELE PROJECTOR W/ONE TOUCH AUTO EVERYTHING | \$ 1,720.00 | \$ 1,720.00 | \$ - | 6410 | N/A | V089332 | 6/19/2008 | RCY1 |
| 00085313 | KING ULTIMATE MARCHING MELLOPHONEN WITH CASE | \$ 1,075.00 | \$ 1,075.00 | \$ - | 6410 | 219478 | V046397 | 9/8/2008 | RCY1 |
| 00085690 | PT-51 LNTU PROJECTOR SYSTEM AUDIO ENHANCEMENT | \$ 1,720.00 | \$ 1,720.00 | \$ - | 6410 | N/A | V089332 | 1/28/2009 | RCY1 |
| 00085918 | GBC-HEATSEAL ULTIMA 65 115V LAMINATOR CABINET LOCKING | \$ 1,905.00 | \$ 1,905.00 | \$ - | 6410 | UL-00635G | V025881 | 6/19/2009 | RCY1 |
| 00086690 | 15" CARPET MACHINE PILE LIFT | \$ 2,155.50 | \$ 2,104.18 | \$ 51.32 | 6410 | 10/149654 | V099142 | 9/29/2011 | RCY1 |
| Grand Total | | \$ 94,951.10 | \$ 94,899.78 | \$ 51.32 | | Total Records | | | 36 |

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TRANSPORTATION DEPARTMENT

Old Stock to Delete

March 26, 2019

| Stock # | Description | Quantity | Price Each | Total Price |
|----------------|--------------------|-----------------|-------------------|--------------------|
| 100-060 | Washer | 9 | \$ 1.18 | \$ 10.62 |
| 100-065 | Washer | 10 | \$ 0.93 | \$ 9.30 |
| 120-018 | F. Drums | 2 | \$ 168.88 | \$ 337.76 |
| 136-150 | Brake Kit | 2 | \$ 9.84 | \$ 19.68 |
| 170-060 | Exhaust Bracket | 4 | \$ 17.38 | \$ 69.52 |
| 190-003 | Latch | 1 | \$ 18.62 | \$ 18.62 |
| 216-019 | TRIM | 8 | \$ 16.70 | \$ 133.60 |
| 216-031 | Knob | 3 | \$ 15.70 | \$ 47.10 |
| 216-034 | Seat Foam | 23 | \$ 15.25 | \$ 350.75 |
| 216-068 | Seat Foam | 15 | \$ 16.12 | \$ 241.80 |
| 216-084 | Plywood Back | 10 | \$ 6.83 | \$ 68.30 |
| 216-100 | Back Cover | 8 | \$ 22.97 | \$ 183.76 |
| 216-148 | Back Cover | 14 | \$ 25.21 | \$ 352.94 |
| 216-150 | Seat Foam | 14 | \$ 19.24 | \$ 269.36 |
| 216-152 | Back Cover | 1 | \$ 77.90 | \$ 77.90 |
| 216-158 | Bottom Cover | 1 | \$ 86.06 | \$ 86.06 |
| 216-168 | Back Cover | 4 | \$ 104.23 | \$ 416.92 |
| 218-020 | Step Tread | 4 | \$ 31.00 | \$ 124.00 |
| 218-021 | Step Tread | 4 | \$ 39.96 | \$ 159.84 |
| 218-022 | Step Tread | 6 | \$ 33.79 | \$ 202.74 |
| 218-036 | Door Kit | 6 | \$ 21.47 | \$ 128.82 |
| 218-040 | Door Valve | 3 | \$ 99.95 | \$ 299.85 |
| 226-144 | Visor | 2 | \$ 46.94 | \$ 93.88 |
| 226-146 | Visor | 4 | \$ 29.58 | \$ 118.32 |
| 226-247 | Tie Down | 5 | \$ 285.03 | \$ 1,425.15 |
| 226-295 | Glass | 3 | \$ 22.38 | \$ 67.14 |
| 226-296 | Glass | 2 | \$ 26.16 | \$ 52.32 |
| 226-298 | Glass | 3 | \$ 11.32 | \$ 33.96 |
| 226-302 | Mirror | 2 | \$ 172.46 | \$ 344.92 |
| 226-310 | Bracket | 2 | \$ 44.81 | \$ 89.62 |
| 236-018 | Fan Clutch | 2 | \$ 125.75 | \$ 251.50 |
| 254-070 | C/A Assembly | 2 | \$ 165.31 | \$ 330.62 |
| 254-072 | Poly Rod | 2 | \$ 52.84 | \$ 105.68 |
| 254-078 | Flasher | 3 | \$ 48.74 | \$ 146.22 |
| 254-082 | Poly Rod | 8 | \$ 50.29 | \$ 402.32 |
| 254-084 | Flag | 2 | \$ 55.07 | \$ 110.14 |
| 254-088 | C/A Assembly | 2 | \$ 174.55 | \$ 349.10 |
| 254-090 | Poly Rod | 3 | \$ 42.55 | \$ 127.65 |
| 400-352 | Heater Core | 1 | \$ 109.08 | \$ 109.08 |
| 400-718 | Belt | 1 | \$ 46.42 | \$ 46.42 |

| | | | | |
|---------|--------------|----|-----------|-----------|
| 412-008 | Rad. Cap | 7 | \$ 6.55 | \$ 45.85 |
| 432-012 | Tensioner | 1 | \$ 93.75 | \$ 93.75 |
| 432-038 | Coolant Tank | 2 | \$ 90.18 | \$ 180.36 |
| 500-077 | Switch | 8 | \$ 2.71 | \$ 21.68 |
| 500-079 | Switch | 4 | \$ 10.30 | \$ 41.20 |
| 500-080 | Connector | 6 | \$ 0.95 | \$ 5.70 |
| 500-082 | Knob | 8 | \$ 9.65 | \$ 77.20 |
| 500-098 | Switch | 4 | \$ 23.12 | \$ 92.48 |
| 500-100 | Switch | 1 | \$ 17.66 | \$ 17.66 |
| 502-002 | Switch | 5 | \$ 7.50 | \$ 37.50 |
| 502-010 | T/S Switch | 5 | \$ 72.64 | \$ 363.20 |
| 502-025 | T/S Switch | 3 | \$ 78.13 | \$ 234.39 |
| 502-140 | Switch | 1 | \$ 6.48 | \$ 6.48 |
| 502-150 | Switch | 4 | \$ 28.31 | \$ 113.24 |
| 502-152 | Switch | 3 | \$ 29.34 | \$ 88.02 |
| 502-154 | Switch | 1 | \$ 36.01 | \$ 36.01 |
| 502-156 | Ind. Light | 5 | \$ 13.57 | \$ 67.85 |
| 502-158 | Ind. Light | 6 | \$ 13.57 | \$ 81.42 |
| 502-164 | Switch | 5 | \$ 13.91 | \$ 69.55 |
| 502-168 | Switch | 4 | \$ 12.55 | \$ 50.20 |
| 502-172 | Ind. Light | 6 | \$ 10.03 | \$ 60.18 |
| 502-180 | Switch | 6 | \$ 34.38 | \$ 206.28 |
| 560-020 | Breaker | 9 | \$ 3.82 | \$ 34.38 |
| 560-022 | Breaker | 13 | \$ 2.92 | \$ 37.96 |
| 560-024 | Breaker | 9 | \$ 2.48 | \$ 22.32 |
| 560-026 | Breaker | 8 | \$ 2.52 | \$ 20.16 |
| 560-043 | Solenoid | 2 | \$ 37.45 | \$ 74.90 |
| 560-151 | Light | 40 | \$ 1.38 | \$ 55.20 |
| 560-372 | Light | 2 | \$ 4.41 | \$ 8.82 |
| 560-416 | Lense | 4 | \$ 5.47 | \$ 21.88 |
| 560-426 | Lense | 5 | \$ 3.27 | \$ 16.35 |
| 560-427 | Light | 1 | \$ 31.99 | \$ 31.99 |
| 560-428 | Head Light | 4 | \$ 8.01 | \$ 32.04 |
| 560-430 | Head Light | 6 | \$ 9.69 | \$ 58.14 |
| 560-434 | Light Bulb | 7 | \$ 4.98 | \$ 34.86 |
| 560-444 | Light | 4 | \$ 39.56 | \$ 158.24 |
| 570-020 | Guage | 1 | \$ 62.98 | \$ 62.98 |
| 570-022 | Guage | 1 | \$ 160.57 | \$ 160.57 |
| 570-024 | Guage | 1 | \$ 66.15 | \$ 66.15 |
| 570-026 | Guage | 1 | \$ 66.15 | \$ 66.15 |
| 570-030 | Guage | 1 | \$ 139.31 | \$ 139.31 |
| 570-032 | Guage | 1 | \$ 60.28 | \$ 60.28 |
| 570-034 | Guage | 1 | \$ 62.98 | \$ 62.98 |
| 570-036 | Guage | 1 | \$ 62.98 | \$ 62.98 |
| 580-036 | Regulator | 4 | \$ 10.74 | \$ 42.96 |
| 580-050 | Alternator | 1 | \$ 345.00 | \$ 345.00 |
| 580-080 | Starter | 1 | \$ 269.00 | \$ 269.00 |

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School District of Indian River County

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

Mark J. Rendell, Ed.D. - Superintendent

School District of Indian River County 2019 Legislative Priorities

KEEPING STUDENTS AND SCHOOLS SAFE

Increase total funds for the Safe Schools Allocation to accommodate growth and expand coverage of safe-school officers.

The Marjory Stoneman Douglas High School Public Safety Act requires districts to provide a “safe school officer” on each school campus. While there was an increase in the Safe Schools allocation as part of Marjory Stoneman Douglas School High School Public Safety Act, it does not amount to enough funding to adequately provide a safe school officer at each campus. School districts were forced to use general operating revenue to meet this requirement.

Maintain funding for school facility hardening.

The Marjory Stoneman Douglas High School Public Safety Act provided a pool of categorical funding for districts to improve the physical safety at school sites. This funding has enabled districts to begin to address the upgrades needed to strengthen the physical security aspects at schools. Unfortunately, the costs associated with these enhancements are much greater than can be accomplished with the amount of funding made available in the original grant.

Maintain funding for the Mental Health Assistance Allocation to serve more students and families who need mental health services.

The Marjory Stoneman Douglas High School Public Safety Act included funding for districts to provide Mental Health Assistance to students in need. This focus on providing proactive measures to meet the social, emotional, and psychological needs of our young people is long overdue. We must be able to maintain this critical element in providing a safe and secure environment for students.

(Continue reverse side)

“Educate and inspire every student to be successful”

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

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

SUFFICIENT FUNDING TO MEET THE EDUCATIONAL NEEDS OF FLORIDA'S PUBLIC SCHOOL STUDENTS

Reallocate the Best & Brightest Scholarship program to Increase teacher salaries in a meaningful sustainable manner to attract and retain highly effective teachers; and to address a growing teacher shortage.

According to a study by the Rand Corporation, among school factors, the quality of the classroom teacher has the most impact on a student's learning. The need for a highly effective teacher in every classroom has never been higher. The Best and Brightest Scholarship program has its merits, but it is limited in its ability to provide the resources needed to fill vacancies in every subject area, in every district across the state.

Increase the general operating dollars (Base Student Allocation) to sufficiently fund the costs for school districts including salaries, benefits, mandatory employer contributions to the Florida Retirement System, and increased fixed costs such as utilities and insurance.

While the total funding for public education has increased over the last several years, most of the additional monies have been tied to specific programs. Costs associated with essential services such as transportation and exceptional student education, are consistently higher than the funds allocated to these programs. Districts are forced to use general operating revenue to cover these costs.

***Transportation Funding (9008)**

The current amount of funding allocated to transportation expenses is inadequate. In fiscal year 2017-18 we received transportation funding in the amount of \$3.9 million dollars. However, our expenditures for transportation totaled \$5.5 million dollars. The gap between funding and need is **\$1.6 million dollars**. We ask the legislature to acknowledge the financial strain of funding student transportation and increase funding to cover the actual operating cost.

***ESE/Exceptional Student Education (9002)**

Last fiscal year 2017-18 SDIRC received ESE funding in the amount of \$5.5 million. However, our expenditures for ESE students totaled \$6.3 million. The gap between funding and need is **\$800,000**. We ask the legislature to increase the funding for Exceptional Student Education. Further, we ask the legislature to adequately fund ESE program categories 101, 102, and 103 students on separate program costs. Currently, the state is underfunding districts by lumping Category 101, 102, and 103, ESE students in the same program cost factor.

**LEVINE
&
STIVERS, LLC**
LAWYERS &
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of Counsel
Certified Circuit Civil Mediator

DONN A. CLENDENON
(1935-2005)

March 20, 2019

Laura Zorc, Chairman
Indian River School Board
6500 57th Street
Vero Beach, Florida 32967

Via U.S. Mail and Electronic Mail
laura.zorc@indianrivershcools.org

Re: Dr. Mark Rendell, Superintendent

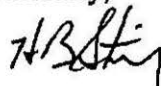
Dear Chairman Zorc:

Please be advised that our office has been retained to represent Dr. Mark Rendell, Superintendent for the Indian River School District. We have been retained to advise and assist Dr. Rendell concerning the terms and conditions of his employment with the District. It appears that the terms and conditions of his employment has been a "hot topic" of conversation by Board members amongst themselves as well as with third parties.

During the representation of our client, it will be necessary for us to be included on any and all communications whether those are directly to us or that we are copied on, that concern or otherwise relate to Dr. Rendell's employment.

We look forward to working with you on these issues. If you would like to discuss this matter further, please feel free to contact us at your convenience.

Sincerely,



H. B. Stivers

ec: Tiffany Justice, tiffany.justice@indianriverschools.org
Mara Schiff, Mara.schiff@indianriverschools.org
Jacqueline Rosario, Jacqueline.rosario@indianriverschools.org
Teri Barenborg, Teri.barenborg@indianriverschools.org
Suzanne D'Agresta, sdagresta@orlandolaw.net
Client

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

cc: Finance Office
D'Agresta
Superintendent's Office
HR

This Agreement made this 12th day of May, 2015, by and between the SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA (hereinafter "School Board") and Mark J. Rendell, Ed.D. (hereinafter "Superintendent").

WITNESSETH:

WHEREAS, the School Board wishes to retain the Superintendent to provide all of the services of Superintendent, fully and faithfully, consistent with the spirit, intent and statutory requirements regarding the duties and responsibilities of a school superintendent in the State of Florida; and

WHEREAS, the School Board shall appoint the authorized Superintendent of Schools for the District pursuant to Section 1001.50, Florida Statutes;

WHEREAS, the Superintendent is willing to provide said services and will faithfully and fully comply with the duties and responsibilities of his office as outlined herein, as well as provide those services to the School Board as are requested by the School Board throughout the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth hereinafter, it is agreed as follows:

I. Superintendent of the School District of Indian River County.

The School Board hereby appoints Mark J. Rendell, Ed.D as Superintendent of Schools for the School District of Indian River County, effective July 1, 2015.

II. Services and Duties.

A. Superintendent Is the Chief Executive Officer.

The superintendent shall have and exercise all powers, and perform all duties, provided or required by law. The Superintendent shall use his best efforts and devote his full working time to provide those services and work required of the Superintendent by law, such additional duties as are prescribed by the School Board and the job description adopted by the School Board. The Superintendent shall be the Chief Executive Officer of the School District, and, subject to conformance with applicable laws and School Board policies (duly enacted pursuant to law) and directives of the School Board (by majority vote or consensus by a quorum present at a duly conducted public meeting), shall have charge of the administration of all schools, facilities and personnel within the District. The Superintendent shall provide supervision directly and indirectly of all staff members and shall organize, reorganize and arrange the administrative and supervisory staff as best serves the School District subject to approval by the School Board.

B. Conformance With Law and Duly Enacted Board Policy and Directive.

The Superintendent's duties relating to the District's school system shall be those provided by the rules and policies of the School Board, laws of the State of Florida, rules and regulations of other appropriate administrative agencies, including but not limited to the Florida Department of Education and the United States Department of Education, and such special duties and

functions as may be prescribed or assigned by the School Board through mutual goal setting or other forms of direction. All of such duties shall be performed within the time frames or deadlines imposed by law, applicable policy, rule, or goal setting. Absent a legally imposed time frame, the Superintendent shall perform his duties within a reasonable period of time and with due regard for promptness, diligence and professionalism.

C. Obligation of the Superintendent to Present Matters for Decision.

The Superintendent is required by law, School Board policy, and, from time to time, by direction of the School Board, to bring certain matters before the School Board for consideration, decision, or other action. In addition to such matters, the Superintendent is charged to exercise his best professional judgment and shall timely present to the School Board such recommendations which the Superintendent may determine are reasonably necessary for the successful accomplishment of his duties as Superintendent.

D. Devotion of Resources.

The Superintendent shall assign or devote such resources and personnel in a manner which in his judgment best serves the interest of the School District of Indian River County, Florida, consistent with law and the policies and direction of the School Board of Indian River County.

E. Certification.

The Superintendent shall at all times throughout the term of this Agreement obtain, (if necessary), maintain and keep current a valid

certification in administration and supervision or equivalent, as issued by the Florida Department of Education. The Superintendent shall notify the School Board immediately of any change in the status of such certification. Suspension, revocation, or lapse of such certification shall be deemed a breach of this Agreement by the Superintendent and shall release the School Board from all obligations under this Agreement. Additionally, the Superintendent shall obtain the Chief Executive Officer Leadership Development Program Certificate pursuant to Section 1001.47, Florida Statutes, as provided in paragraph VI.C hereinafter, entitled "Chief Executive Officer Leadership Development Program Certificate". As provided in that paragraph, the School Board shall fund the reasonable and necessary expenses incurred by the Superintendent in obtaining the Leadership Development Certificate.

F. Responsibility to Keep the Individual School Board Members Informed of Material Matters.

The Superintendent shall, by means of communications consistent with the Public Records Act (Chapter 119, Florida Statutes), and the Sunshine Law (Section 286.011, Florida Statutes), keep the individual School Board members informed of matters that are material and significant in the reasonable discretion of the Superintendent.

III. Term of Agreement.

This Agreement for Superintendent duties shall commence on July 1, 2015, and shall remain in full force and effect, continuously, until midnight, June 30, 2018,

unless terminated sooner pursuant to this Agreement. This Agreement is for a three (3) year term of employment, and will roll forward after the second year, unless the Board takes action as more fully provided in paragraph IV below. Commencing June 1, 2015 and ending June 30, 2015, for a total of seventeen (17) work days (the "Transition Period"), Dr. Rendell shall be a Consultant to the School Board, review pertinent information and meet with the current Superintendent as needed, to evaluate the School District and transition into the position of Superintendent. The services to be provided by Dr. Rendell during the Transition Period will not constitute employment by the School Board and the Superintendent will not be an employee of the School Board until July 1, 2015. Dr. Rendell will be compensated for his consulting services on a per diem basis in an amount to be determined by reference to the base salary provided for in paragraph VI.A., below, plus One Thousand Six Hundred Sixty Two and 05/100 Dollars (\$1,662.05) which constitutes one (1) month COBRA family health insurance premium coverage. Additionally, the School Board will pay for the costs of Dr. Rendell's attendance at the FADSS/FSBA joint summer conference which he will attend during the Transition Period.

IV. Agreement Renewal.

On or before June 30, 2017, the School Board may by majority vote, decline to employ the Superintendent for the fourth year of this Agreement. In the event that the School Board does not affirmatively decline the fourth year of the Agreement and the Agreement therefore rolls over, upon terms and conditions mutually agreed upon, then on or before June 30, 2018, and on the same day of each year thereafter in which the contract has rolled over

for an additional year, the School Board may decline to renew the Agreement, or any extension thereof, in the same manner as provided herein. Nothing herein will prevent the School Board and the Superintendent to agree to an extension of this Agreement for a term in excess of one year.

- A. The School Board can extend the Superintendent's Agreement for one (1) or more years beyond June 30, 2018, on terms and condition, including compensation, to be determined by mutual consent.

V. **Termination of the Agreement.**

- A. Termination of the Agreement Without Cause. Notwithstanding any other provision of this Agreement, the School Board reserves the right at any time during the term of this Agreement or any renewal or extension thereof, in its sole discretion, to terminate this Agreement and the Superintendent's employment without cause. However, if the Superintendent is terminated and released from his Agreement and this Agreement is thereby terminated pursuant to this provision, then the Superintendent shall receive his terminal pay calculated as for any administrative employee pursuant to paragraph VI.G hereof, plus his base salary only, without any other benefits, including monetary benefits, for a period of twenty (20) weeks from the date of the School Board vote to terminate pursuant to this provision. The Superintendent agrees that the School Board shall have the sole and absolute discretion to decide upon such termination under this paragraph and that in the event of such termination, the Superintendent waives all rights to

contest or challenge the School Board's decision and will accept the payments provided in this paragraph in full satisfaction of the Board's obligations under this Agreement and in full release of any and all claims against the School Board under this Agreement. Nothing herein prevents the School Board and Superintendent from negotiating a lump sum payment in lieu of the periodic payments provided for herein.

B. Termination for Cause. The School Board may terminate for cause in accordance with the following procedures:

1. The School Board may terminate for cause at any duly conducted meeting, provided however, that no action will be maintained to terminate the Superintendent for cause without first giving the Superintendent thirty (30) days prior written notice of the cause and an opportunity for the Superintendent to cure such cause by initiating corrective action in good faith regarding the cause specified in such notice within said thirty (30) day period of time. The term "cause" as it is used in this Agreement shall mean any material breach of this Agreement, violation of any requirement or provision of Florida Statutes, School Board policy or clearly established legal precedence, a failure to meet or make reasonable progress to the meeting of the annual goals established pursuant to paragraph VII of this Agreement, a failure to perform the duties of the office as provided by law or this Agreement, failure to follow the direction of the collective School

Board acting in accordance with law, and/or any matter that would be a basis for termination for cause that would apply to other instructional personnel of the School District as specified in Section 1012.33, Florida Statutes, as the same may be amended from time to time.

2. However, the Superintendent will not receive an opportunity to cure if the cause is any act or matter that would be sufficient to terminate the employment of a member of the administrative or instructional staff or for any of the grounds mentioned as a basis for possible suspension or dismissal in Section 1012.33, Florida Statutes, as it may be amended from time to time.
3. If the School Board terminates the Superintendent for cause, the Superintendent's sole legal remedy will be an action for breach of contract in a court of appropriate jurisdiction and venue.
4. If the Superintendent is terminated for cause and a court of appropriate jurisdiction fails to reverse that decision the Superintendent shall not receive the twenty (20) weeks base salary provided for in subparagraph A. hereinabove. However, if a court determines that the School Board did not properly terminate the Superintendent for cause, the parties hereby agree that such termination from employment will be deemed a termination without cause pursuant to the provisions of subparagraph A. above, and the Superintendent will be entitled to the twenty (20) weeks of

pay and terminal pay in accordance with the provisions of said subparagraph. Accordingly, the actual damages to be suffered upon a breach of the Agreement are not reasonably ascertainable by the parties at this time, and the parties agree that a reasonable amount of damages upon a breach by the School Board for failure to properly terminate the Superintendent for cause is twenty (20) weeks of pay and terminal pay under this Agreement, and that said amount is not a penalty.

5. If the Superintendent is terminated for cause, the Superintendent shall be entitled to no further compensation under this Agreement except terminal pay in accordance with sub-paragraph VI.G, *infra*.

C. Superintendent Termination of Agreement.

1. If the Superintendent decides to apply for any employment position outside the jurisdiction of the School Board, the Superintendent shall, prior to applying for the employment position, provide written notice to the School Board of the intended employment application.
2. If the Superintendent decides his employment as Superintendent shall end, the Superintendent shall provide at least thirty (30) days advance written notice to the School Board, and the Superintendent shall only receive payment under this Agreement for the balance of his base salary and benefits for the actual days he is performing duties as Superintendent and not for the remainder of the term of this Agreement. In the event the School Board breaches the Agreement, the

Superintendent may terminate the Agreement immediately.

3. If the Superintendent fails to comply with the notice provisions in subparagraphs V.C.1 and 2 above, the Superintendent agrees to pay to the School Board the value of any accrued terminal pay benefits as defined in paragraph VI.G. below, up to a maximum of Ten Thousand Dollars (\$10,000.00), with said sum being withheld from final monetary payments or otherwise paid by the Superintendent until the full cost is paid to the Board.
4. The payment which might be owed by the Superintendent pursuant to this section will not be owed if the Superintendent resigns after having been given notice of the School Board's intention to terminate his employment, without cause or for cause, nor will those payments be due if the Superintendent resigns his employment on account of any material breach of this Agreement by the School Board.

VI. Compensation.

For all services rendered by the Superintendent under this Agreement, the School Board shall pay and provide for the Superintendent the salary, and other benefits described hereafter:

- A. Base Salary. The Superintendent shall receive an annual salary of One Hundred Sixty Thousand Dollars (\$160,000.00) for the fiscal year July 1, 2015 through June 30, 2016, less appropriate deductions for employment taxes and income tax withholding. Beginning with the fiscal year July 1, 2016 - June 30, 2017, if the Superintendent receives an overall performance

rating of satisfactory or greater on the evaluation described in paragraph VII herein, then he shall receive for that fiscal year the same percentage wage increase, if any, on the same basis granted to other administrators of the District who are not eligible for a step increase during that fiscal year. In no event shall the Superintendent receive less in base salary in the second full year or subsequent year (or years, if any) than he did in the first year of this Agreement. This same procedure shall apply for each fiscal year after the fiscal year ending June 30, 2017, so long as this Agreement remains in effect.

- B. Retirement. The Superintendent shall participate in the Senior Management Category of the Florida Retirement System, subject to then applicable laws and rules relating to such category and program.
- C. Chief Executive Officer Leadership Development Program Certificate.

The parties agree that the Superintendent shall participate in, and receive the Chief Executive Officer Leadership Development Program Certificate pursuant to Section 1001.47, Florida Statutes, to the extent that program is in effect and an appointed Superintendent is permitted to participate. The School Board shall fund all reasonable and necessary costs incurred by the Superintendent in complying with the requirements of the program, and in obtaining and maintaining certification pursuant to the program requirements. Obtaining this certificate and maintaining it in good standing is a requirement of this Agreement, to the extent that Florida law provides for the continuation of the program and allows an appointed

superintendent to participate therein. In addition to the base salary provided in subparagraph A above, the Superintendent shall receive an annual performance salary incentive in the amount provided for elected Superintendents pursuant to Section 1001.47(5)(b), Florida Statutes, so long as the Superintendent has completed all phases of the program as described in that statutory section, and demonstrated successful performance as determined by the Florida Department of Education, as set forth in that statutory subparagraph. The precise amount of the Performance Salary Incentive shall be in the discretion of the School Board but shall be within the range established in the statute. In complying with this provision, no other consideration shall be due or payable from the School Board with respect to the Leadership Development Program Certificate.

- D. Civic and Community Activities Expenses. The School Board will annually budget a fund of Three Thousand Dollars (\$3,000.00) that the Superintendent shall have available to expend for civic and community activities, civic club memberships that the Superintendent believes will benefit directly or indirectly the School District, and activities that promote good relations with the public, business community and other community and civic leaders. The Superintendent must obtain the permission of the School Board to exceed Three Thousand Dollars (\$3,000.00) annually in expenditures in this category. However, notwithstanding any other provision hereof, in no event shall the Superintendent expend more than his purchase order authority for expenditures in this category, and all

expenditures in this category shall be reported to the Board at least quarterly or on such other schedule as the School Board may direct. Additionally, the School Board shall pay for membership of the Superintendent in the American Association of School Administrators and the Florida Association of District School Superintendents.

- E. Per Diem and Travel Expenses of the Superintendent Not Otherwise Accounted For. The School Board shall reimburse the Superintendent, for authorized and reasonably necessary travel and per diem expenses incurred as a result of the Superintendent providing services to the School District pursuant to this Agreement, in accordance with the provisions for per diem and travel expense reimbursement of public officers set out in Section 112.061, Florida Statutes, as it may be amended, and Chapter 112, Florida Statutes, generally.
- F. Leave. Vacation and leave (including sick leave) shall be the same as for other twelve (12) month administrative employees of the School District.
- G. Terminal Pay. Upon termination of employment the Superintendent shall receive in lump sum his lawfully allowed "Terminal Pay", pursuant to applicable state law, and subject to then existing School Board policies or rules, and subject to the limitations in Sections 1012.61 and 1012.65 Florida Statutes, as the same may be amended. This lump sum payment shall be in addition to any other amount payable to the Superintendent upon termination of employment under this Agreement. It is specifically understood and agreed that the computation of terminal pay for the

Superintendent shall be done under the same rules, limitations and policies as govern other School Board employees.

H. Disability or Death.

1. Termination for Disability. The School Board shall have the right to terminate the Superintendent's employment under this Agreement in the event of his disability to perform fully his duties.

a. The School Board shall pay up to Five Thousand Dollars (\$5,000.00) annually toward the premium for a disability policy of insurance that insures the Superintendent from and against disability that prevents him from performing the responsibilities of his job as Superintendent of Schools. The disability policy of insurance shall be procured through the School Board's then existing benefits plan available to all employees. The disability policy will provide as a benefit at least sixty percent (60%) of the base salary on a monthly basis up to a maximum amount specified in the policy.

b. Superintendent agrees that the School Board shall have the sole and absolute discretion to decide upon a termination for disability and said determination shall be based on a Florida licensed medical doctor determination of disability and inability to perform the essential requirements of the job with or without reasonable accommodation. In the event of such termination the Superintendent waives all right to contest or

challenge the School Board's decision in that regard and will accept the benefits provided in this subparagraph in full satisfaction of the School Board's obligations under this Agreement in full release of any and all claims against the School Board under this Agreement.

2. Payment in the Event of Death. In the event of the death of the Superintendent during the term of this Agreement, the School Board shall pay to his surviving spouse, if any, or if the Superintendent does not have a surviving spouse, to the estate of the Superintendent, all of the Superintendent's salary to which he was entitled through the date of his death, including any Terminal Pay amount to be paid as provided for in sub-paragraph VI.G, *supra*, payable within one month of the date of his death.

I. Other Benefits Not Specifically Mentioned in this Agreement. The Superintendent is eligible to participate in other benefits that are afforded twelve (12) month administrative employees of the School District, under the same terms and conditions as other senior administrative employees, including but not limited to life insurance, participation in the health plan, and participation in the Florida Retirement System at the senior management class level. The Superintendent shall also be eligible to exercise any retirement option available to other administrators of the School District. If the Superintendent retires from the School District, the Superintendent shall retain the right, under the same eligibility requirements as other

employees, to participate in such School District group insurance plans as are in effect at such time, if any, which participation shall be at no expense to the School Board.

- J. Budgetary Process. Nothing herein precludes the Superintendent from requesting that the School Board, through the budgetary process, include additional line items and/or authorization for expenditures as he shall deem reasonably necessary or appropriate for the operation of his office or the school system.

VII. Goals; Evaluations; Board Member Discussions and Board Action.

- A. Goals and Objectives. On an annual basis, no later than June 30, the School Board shall establish measurable goals for achievement by the Superintendent. These measurable goals shall be assessed, beginning upon the completion of the first year of employment, and annually thereafter, for purposes of negotiating increases in compensation, if any. The extent of accomplishment of these annual goals shall also be used for the purposes of increases tied to administrative step increases, if any, in future years, pursuant to the provisions in subparagraph VI.A of this Agreement.
- B. Annual Evaluation. Before the first day in May of each year during the term of this Agreement, the Superintendent shall report to the School Board his progress in meeting goals and performance objectives established as provided under sub-paragraph A, above, and such matters as he deems relevant to his performance under this Agreement. Between May 1st and June 30th of each year the School Board shall review with the Superintendent

his progress in meeting the goals and objectives and the working relationships among the Superintendent, School Board, faculty, staff, and community. Each individual member of the School Board may prepare and present a written or oral evaluation of the Superintendent's performance. The annual evaluation of the Superintendent's performance may include a formal evaluation procedure and form as may be mutually agreed upon by the School Board and the Superintendent. If agreement on the form for the evaluation is not mutually agreed, then it shall be as established by the School Board unilaterally. Any evaluation by a School Board member, whether written or oral, which indicates that the performance of the Superintendent has not been satisfactory overall shall include in writing the incidents or areas of unsatisfactory performance. The Superintendent shall be entitled to present a written response to any written unsatisfactory evaluations or evaluations by an individual School Board member which indicates a need for improvement. In the sole discretion of the School Board, the completion of the annual evaluation process may be extended in order to allow for the School District to receive the results of annually administered tests and assessments, and/or annually announced grades and results that are issued by the State or Federal Departments of Education, including statewide assessment results, and grades for individual schools. A delay in the receipt of such data or other good cause, as determined by the School Board in its sole discretion, may delay the completion of the evaluation process beyond the start of the next fiscal year. If there is such

delay, then any bonus or other compensation which the School Board may determine shall be retroactive to the beginning of the fiscal year.

C. Procedure for Discussion with School Board Members.

Each School Board member may meet individually with the Superintendent subject to applicable case law and legislation relating to open government to discuss how the particular board member views the performance of the Superintendent and his progress in light of School Board policy decisions and objectives. Such meetings shall consist of full, frank and honest exchanges, but shall not involve the discussion of any matter that is prohibited by law to be discussed in such private meeting. Without limitation, the Superintendent will not discuss with any School Board member, individually, any matter related to how another School Board member views any topic, nor shall any School Board member and the Superintendent act as a conduit for any other School Board member during the course of any such discussion. The purposes of these individual meetings may include the individual School Board informing the Superintendent how the individual Board member views the performance of the Superintendent or for the Board member to inform the Superintendent regarding matters of District business.

- D. Referral of Matters to the Superintendent. Board members individually may not take action on behalf of the School District. Therefore, the members of the School Board will promptly refer to the Superintendent for his study and recommendation, criticism, complaints and suggestions called

to the attention of individual members of the School Board. Additionally, to the extent reasonably possible, the School Board as a body corporate will refer to the Superintendent for his study and recommendation, criticisms, complaints and suggestions called to the attention of the School Board so that the Superintendent may make his professional recommendations before the School Board takes action with respect to such matters.

VIII. Indemnification.

To the extent allowed by law, the School Board will defend, hold harmless and indemnify the Superintendent against any and all civil demands, claims, suits, actions, and legal proceedings brought against the Superintendent individually or in his capacity as agent or employee of the School Board that may arise while the Superintendent is acting within the scope of his employment and is not acting in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety, or property; and further, criminal litigation shall not be included in this indemnity clause. This clause shall be interpreted and construed in a manner not inconsistent with Florida Statutes governing the indemnification of School Board employees. No School Board member shall be personally liable to the Superintendent for any cost, expense, fee or judgment arising from matters described in this paragraph.

IX. Applicability of School Board Policy and Florida Law.

The Superintendent shall be bound by all policies of the School Board and shall faithfully enforce, administer and abide by the same. Additionally, the Superintendent is bound by the Code of Ethics for Public Employees and Officers in

Florida and all other laws of Florida that relate to the operation of the School District and the performance of his duties.

X. Annual Physical Examination.

Once each year during the term of employment under the Agreement, including any renewal, the School Board shall pay for a complete physical examination of the Superintendent by a primary care physician who is a participant of the School District's health network. The Superintendent agrees to undergo such an annual physical examination. The results of such examination shall be given to the School Board, prior to the evaluation process in paragraph VII.B., by the examining physician in the following form:

"In my opinion, based upon a complete physical examination of Mark J. Rendell, Ed.D, he is (is not) physically capable of carrying out the duties of Superintendent, with or without reasonable accommodation."

(Signature of Physician)

XI. Severability.

If any of the provisions of this Agreement are held invalid it shall not affect the validity or enforceability of any other provision, and the invalid provision shall be deemed severed from the remainder of the Agreement, and the remainder of the Agreement shall be fully enforceable.

XII. Amendments.

This Agreement embodies the entire Agreement between the parties and all prior negotiations and understandings, whether written or oral, are deemed to be

**FIRST AMENDMENT TO SUPERINTENDENT'S
EMPLOYMENT AGREEMENT**

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA (hereinafter "School Board") and MARK J. RENDELL, Ed.D. (hereinafter "Superintendent") do hereby amend the Superintendent's Employment Agreement dated May 12, 2015 as follows:

1. Paragraph VII (A) of the Agreement is amended to provide that the School Board, on an annual basis no later than the first available School Board meeting in August of each year, shall establish measureable goals for achievement by the Superintendent. Otherwise, the remainder of the provisions in paragraph VII (A) shall remain in full force and effect.

2. Paragraph VII (B) of the Agreement is amended to provide that the Superintendent shall report to the School Board his progress in meeting goals and performance objectives established as provided in paragraph VII (A) above, and such matters as he deems relevant to his performance under the Agreement, on or before the first day of June of each year. Otherwise, the remainder of the provisions in paragraph VII (B) shall remain in full force and effect.

3. The remaining terms of the Superintendent's Employment Agreement shall otherwise remain in full force and shall be binding on the parties. The only exceptions are the terms that are expressly modified by this First Amendment.

SCHOOL BOARD OF INDIAN RIVER
COUNTY, FLORIDA

By: 
Dale Simchick, Chairperson

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

Date Approved: 1/26/16

Dated: 1/26/16

SECOND AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT AGREEMENT

The School Board of Indian River County, Florida (hereinafter, "School Board") and Mark J. Rendell, Ed.D (hereinafter, "Superintendent") do hereby amend the Superintendent's Employment Agreement dated May 12, 2015, as amended by the First Amendment to Superintendent's Employment Agreement dated January 26, 2016 (hereinafter collectively, "Agreement"), as follows:

1. Paragraph IV of the Agreement is amended and restated as follows:

Agreement Renewal. On or before July 31, 2018, the School Board may by majority vote, decline to employ the Superintendent for the fifth year of this Agreement. In the event that the School Board does not affirmatively decline the fifth year of the Agreement and the Agreement therefore rolls over, upon terms and conditions mutually agreed upon, then on or before July 31, 2019, and on the same day of each year thereafter in which the contract has rolled over for an additional year, the School Board may decline to renew the Agreement, or any extension thereof, in the same manner as provided herein. Nothing herein will prevent the School Board and the Superintendent from agreeing to an extension of this Agreement for a term in excess of one year.

- A. The School Board can extend the Superintendent's Agreement for one (1) or more years beyond July 31, 2019, on terms and condition, including compensation, to be determined by mutual consent.
- B. In the sole discretion of the School Board, the action to extend or to decline to extend the Agreement may be delayed in order for the Superintendent to receive the results of annually administered student assessments and/or annually announced grades and results that are issued by the State or Federal Departments of Education, including statewide assessment results, and grades for individual schools. In the event the School Board wishes to exercise its discretion under this subparagraph, then the School Board shall no later than July 31 of each year articulate at a public meeting its exercising its discretion to delay action on the extension or declination of extension of the Agreement, and shall provide the date upon which it will take such action.

2. Paragraph VII.B. of the Agreement is amended and restated as follows:

Annual Evaluation. On or before the second day in July of each year during the term of this Agreement, the Superintendent shall report to the School Board his progress in meeting goals and performance objectives established as provided under sub-paragraph A, above, and such matters as he deems relevant to his performance under this Agreement. During the two (2) week period following delivery of the Superintendent's progress report, the School Board shall review with the Superintendent his progress in meeting the goals and objectives and the working relationships among the Superintendent, School Board, faculty, staff, and community. Each individual member of the School Board may prepare and present a written or oral evaluation of the Superintendent's performance. The annual evaluation of the Superintendent's performance may include a formal evaluation procedure and form as may be mutually agreed upon by the School Board and the Superintendent. If agreement on the form for the evaluation is not mutually agreed, then it shall be as established by the School Board unilaterally. Any evaluation by a School Board member, whether written or oral, which indicates that the performance of the Superintendent has not been satisfactory overall shall include in writing the incidents or areas of unsatisfactory performance. The Superintendent shall be entitled to present a written response to any written unsatisfactory evaluations or evaluations by an individual School Board member which indicates a need for improvement. Thereafter, the School Board shall place the Superintendent's annual evaluation on a School Board business meeting agenda for action no later than July 31 of each year. In the sole discretion of the School Board, the completion of the annual evaluation process may be extended in order to allow for the School District to receive the results of annually administered tests and assessments, and/or annually announced grades and results that are issued by the State or Federal Departments of Education, including statewide assessment results, and grades for individual schools. A delay in the receipt of such data or other good cause, as determined by the School Board in its sole discretion, may delay the completion of the evaluation process beyond the start of the next fiscal year. If there is such delay, then any bonus or other compensation which the School Board may determine shall be retroactive to the beginning of the fiscal year.

3. The remaining terms of the Superintendent's Employment Agreement, as amended, shall otherwise remain in full force and effect, and shall be binding on the parties. The only exceptions are the terms that are expressly modified by this Second Amendment.

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

By: Shawn R. Frost
Shawn R. Frost, Chairman

Date Approved: 1/23/2018

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

Date: 1/23/2018