

**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: May 14, 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
 - III. ADOPTION OF ORDERS OF THE DAY
 - IV. PRESENTATIONS
 - A. Musical Rendition by Gifford Middle School**
 - B. Short Video on School Initiatives**
 - C. Casual for a Cause – Autism Speaks**
 - D. National Merit Scholarship Finalist from Vero Beach High School**
 - E. Amazon Scholarship Winner – Sean Duffy Zatz**
 - F. U.S. Presidential Scholars Competition**
 - G. Veteran of the Month – Reverend Dave Newhart**
 - H. Proclamation for Mental Health Awareness Month**
 - V. CITIZEN INPUT
 - VI. CONSENT AGENDA
 - A. Approval of Minutes – Dr. Rendell**
 - 1. 2019/03/02- 12 -Board Discussion Session Minutes
 - 2. 2019/03/12-Business Meeting Minutes
 - 3. 2019/03/26-Superintendent's Workshop Minutes
 - 4. 2019/03/26-Business Meeting Minutes
 - 5. 2019/04/02-Special Board Discussion Session 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 Collegiate High School / Dual Enrollment Agreement with Indian River State College for 2019-20 – Mrs. Dampier

Florida Statute 1007.273 requires that we have a Collegiate High School / Dual Enrollment articulation agreement with a college designated within our servicing area. F.S.1007.271 requires Collegiate High Schools to provide secondary students with an opportunity to complete 30 college credit hours, in conjunction with CAPE certification. Florida Statute 1007.271 (21), in support of Section 1007.273 School Districts to pay the standard tuition rate per credit hour and for the associated course materials for courses taken on the college campuses. This agreement, in conjunction with our current Dual Enrollment agreement, sets forth the criteria for students taking college level courses. Attached is the agreement with Indian River State College. Projected cost for the School District of Indian River County for the 2019 – 2020 School year for tuition and textbooks is \$622,000. Superintendent recommends approval.

D. Approval of Donation – Dr. Rendell

Rosewood Magnet School received a donation in the amount of \$1,000 from William Mixon. The money is a contribution to the cost of the Scholastic summer reading books for each student at Rosewood Magnet School. Superintendent recommends approval.

E. Approval of Contract Renewals for Childcare Providers for 2019-2020 – Mrs. Dampier

In accordance with Florida Statute 1003.54, School Districts are required to provide childcare services to the children of teen parents participating in its dropout prevention program. Indian River County utilizes several local centers for this purpose. Attached are the 2019-2020 contracts for existing providers: First Impressions Daycare and Preschool, Learning Tracks, LLC, RCMA/Whispering Pine, and Williams Childcare. The contracts outline the respective responsibilities of the School District and local childcare providers for the services provided to the children of teen parents that participate in the District's Teen Parent Program. Insurance has been approved by Risk Management. Cost to the District is offset by the FTE. Superintendent recommends approval.

F. 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.

G. Approval of 2019/2020 Employee Work Calendars – Dr. Rendell

The 2019/2020 Employee Work Calendars were recommended to the School Board for approval. They are based on the work days denoted on employee job descriptions, within the respective Collective Bargaining Agreements, and the structure of the instructional Calendar. In the past, these had been recommended as part of the Salary Schedule. This year we are requesting an earlier approval so that employees may reasonably know their upcoming work obligations. Superintendent recommends approval.

ADD ON:

H. Approval to Administer the SAT School Day during the 2019-2020 School Year – Mrs. Dampier

Approval is recommended for the District to participate in SAT School Day administrations during the 2019-20 school year. The approval affords the opportunity for all juniors to take the college entrance exam for free during the regular school day on October 16, 2019. In addition, the SAT results can be used as a concordant score to the Grade 10 English Language Arts (ELA) assessment and Algebra 1 EOC, which are graduation requirements. The SAT School Day will also be available to any senior who has not met the ELA or Algebra 1 graduation requirements will also be eligible to participate in the SAT School Day in October and March. The standard cost per test is \$49.50 per test and \$8.00 per test for students who are eligible for Free and Reduced Lunch. The estimated expenditure is \$70,000. Superintendent recommends approval.

VII. ACTION AGENDA

A. Public Hearing for Adoption of Revisions to Code of Student Conduct Handbook, Effective for 2019-2020 School Year – Mrs. Pamela Dampier

The Code of Student Conduct Handbook was developed in compliance with School Board Policy 5500, Student Conduct, under Chapter 120 F.S. At the April 9, 2019, business meeting, the District School Board adopted the public hearing date. The Code of Student Conduct Handbook is attached. Superintendent recommends approval.

B. Approval of Extension of Instructional Materials for English/Language Arts and Math – Mrs. Pamela Dampier

The School Board previously approved the publishers for each of the content areas and grade levels. The extensions will accommodate the period through the Governor's new Florida Instructional Materials Adoption schedule of ELA K-12 adoption year 2020-2021 and Math K-12 adoption year 2021-2022. The total cost for the curriculum is \$835,413.86. Superintendent recommends approval.

C. Approval to Purchase Food Service Equipment Referencing the Palm Beach County Schools Bid #18C-16L – Mr. Teske

This agenda item is a request for the Board to grant the authority to the Superintendent to issue purchase orders for the purchase of Food Service Equipment to replace aging equipment districtwide. Items include but are not limited to reach-in coolers, serving lines, ovens, steamers and warming cabinets. The estimated financial impact to the Food and Nutrition Services Department is approximately \$500,000. Pricing is per the Palm Beach County Schools Bid #18C-16L. The awarded vendors of this contract are Advance Case Parts, Inc., Florida Commercial Appliance Parts & Service Inc., General Hotel & Restaurant Supply Corp., Gulf Ice Systems, Inc., Heritage Food Service Group., JBM Repairs, Inc., Milo Food Service Equipment Dist. Inc. School Specialty Inc. and Unisource Marketing Group. This contract expires October 30, 2020. Please see attached backup (p 119-158). The funding for these purchases will be from the Food Services excess net Capital Fund. Superintendent recommends approval.

D. Approval to Issue a Purchase Order to Milo Food Service Equip Dist. Inc, that Exceeds \$50,000 – 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 the requisition listed on the backup for this item. This requisition is for new kitchen equipment at Sebastian River Middle School in the amount of \$107,916.00 as well as at Treasure Coast Elementary School in the amount of \$97,325.23. This requisition exceeds \$50,000 and therefore requires Board approval. This requisition is in full compliance with School Board Policy 6320. Piggy Back Palm Beach County Bid #18C-16L. The funding for these purchases will be from the Food Services excess net capital fund. Superintendent recommends approval.

E. Approval of the 2019-2020 ORCA Citizen Science Center Transportation Agreement – Mr. Teske

Attached is the 2019-2020 Transportation Agreement with the Ocean Research & Conservation Association Citizen Science Center to provide transportation beginning July 2019, for its summer camp which is an extension of the in-school and afterschool Living Lagoon Program. The agreement is for one year. ORCA agrees to reimburse the District for the actual costs associated with transporting students. Superintendent recommends approval.

F. Approval of Owner/Contractor Construction Agreement for Dodgertown Elementary Roof Replacements (ITB #19-444-B-SH) – Mr. Teske

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Tech Systems Inc., for the Dodgertown Elementary Roof Replacement project (as per Brevard County School Board ITB #19-444-B-SH). The scope of work includes all labor, equipment and materials for Roof Replacements on Buildings 300 and 400. The cost of construction of this project is not to exceed \$273,570.00, which includes the proposal amount of \$248,700.00, and an owner added contingency in the amount of \$24,870.00. This Agreement does not include engineering fees, at an estimated amount of \$23,700.00, for an overall total project cost of \$297,270.00. This project will be funded from the Capital Budget. Superintendent recommends approval.

G. Approval of Owner/Contractor Construction Agreement for Rosewood Magnet Roof Replacements (ITB #19-444-B-SH) – Mr. Teske

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Hamilton Roofing, Inc., for the Rosewood Magnet Roof Replacement project (as per Brevard County School Board ITB #19-444-B-SH). The scope of work includes all labor, equipment and materials for Roof Replacements on Building 300 and one quarter of Building 200. The cost of construction of this project is not to exceed \$275,000.00, which includes the proposal amount of \$250,000.00, and an owner added contingency in the amount of \$25,000.00. This Agreement does not include engineering fees, at an estimated amount of \$30,000.00, for an overall total project cost of \$305,000.00. This project will be funded from the Capital Budget. Superintendent recommends approval.

H. Approval of License Agreement for Rosewood Magnet School Softball Field (Vero Beach Little League Softball, Inc.) – Mr. Teske

Approval is recommended for the License Agreement between the School Board of Indian River County and Vero Beach Little League Softball Inc., a Florida Not for Profit Corporation. The School District will grant Vero Beach Little League Softball a non-exclusive License for use of the Softball Field located at Rosewood Magnet School, "Tract 3", for softball activities after school hours, weekends and school holidays, with certain rights of priority over other non-exclusive users. The agreement will run for a period of ten (10) years beginning May 14, 2019 and expiring on May 14, 2029. Superintendent recommends approval.

I. Approval of License Agreement for Rosewood Magnet School Baseball Fields (Vero Beach Little League Baseball) – Mr. Teske

Approval is recommended for the License Agreement between the School Board of Indian River County and Vero Beach Little League Baseball, Inc., a Florida Not for Profit Corporation. The School District will grant the Vero Beach Little League Baseball a non-exclusive License for use of the Baseball Fields located at Rosewood Magnet School, “Tract 1” and “Tract 2”, for baseball activities after school hours, weekends and school holidays, with certain rights of priority over other non-exclusive users. The agreement will run for a period of five (5) years beginning May 14, 2019 and expiring on May 14, 2024. Superintendent recommends approval.

J. Approval of Interim Superintendent Employment Agreement – Chairman Zorc

Approval is recommended on the Contract of Employment for the Interim Superintendent and the School Board of Indian River County, FL. Chairman recommends approval.

VIII. SUPERINTENDENT’S REPORT

IX. DISCUSSION

No discussion items

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT’S CLOSING

XIII. ADJOURNMENT

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

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

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PROCLAMATION

DESIGNATING THE MONTH OF MAY 2019 AS MENTAL HEALTH AWARENESS MONTH

WHEREAS, mental health is essential to everyone’s overall health and well-being; and

WHEREAS, all Americans across their lifespan experience times of difficulty and stress; and

WHEREAS, mental health helps to sustain an individual’s cognitive functioning, social relationships, work productivity, and ability to adapt to change and cope with adversity; and

WHEREAS, mental illness adversely affects those abilities and can be life-threatening in nature; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, approximately one-half of chronic mental illness begins by the age of 14 and three-quarters by age 24; and

WHEREAS, suicide is the 10th overall leading cause of death in the United States and the 2nd leading cause of death among youth, and 90% of people who die by suicide have an underlying mental illness; and

WHEREAS, prevention is an effective way to reduce the burden of mental illness; and early identification and treatment can make a difference in successful management of mental illnesses and recovery; and

WHEREAS, long delays—sometimes decades—often occur between the time symptoms first appear and when individuals get help; and

WHEREAS, with effective treatment, those individuals with mental illnesses can recover and lead full, productive lives; and

WHEREAS, every citizen, healthcare provider, school, and community has a responsibility to promote good mental health, support prevention efforts, and end the stigma that stops too many from believing that recovery is possible and that seeking treatment is ok; and

THEREFORE, be it resolved, the School Board of Indian River County, Florida, does hereby proclaim the month of May as “**Mental Health Awareness Month.**” We urge all staff, teachers, students and their families to take action to: become better educated about Mental Health, talk openly about issues related to mental health, and encourage others in seeking supports without shame, stigma, or delay.

Adopted by the District School Board of Indian River County, FL on this 14th day of May, 2019. SIGNED ON BEHALF OF THE DISTRICT SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA BY:

Laura Zorc, Chairman of District School Board

Tiffany M. Justice, Vice Chairman

Dr. Mara Schiff, Board Member

Teri Barenborg, Board Member

Jacqueline Rosario, Board Member

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

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The District School Board of Indian River County met on March 12, 2019, at 12:00 p.m. The School 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. Board Discussion Session was called to order by Chairman Zorc at 12:00 p.m.

Chairman Zorc prefaced the meeting with advising the Board Members and audience, there would be a 15-minute break at 2:00 p.m. and the discussion time for each item would be 20 minutes. She advised everyone that Mrs. D’Agresta would advise the speaker three minutes before their time was up. This would allow them to make a closing statement. Chairman Zorc added that by starting the meeting one hour earlier, it should give them ample time to get through each member’s two items. Dr. Schiff also asked that they try to make a resolution to the items, if possible. Chairman Zorc did say that some items may need to be brought back to re-discuss.

- II. ITEMS PLACED ON AGENDA BY BOARD MEMBERS

1. Tiffany Justice
 - a) Board Protocol

Mrs. Justice shared some samples as a starting point. She asked for these to be reviewed and suggestions made for items to be agreed upon. Then they could be brought to a Business Meeting to be voted upon. Through much discussion, Mrs. D’Agresta pointed out 0123 of the By Laws – Standards for Boardsmanship.

- b) School Start Time

Mrs. Justice said she wanted to bring this back to the Board Members and to get a consensus. Mrs. Justice will send links to Mrs. Esplen, for her to share with the other Board Members. They will, in turn, provide edits and Mrs. Esplen will combine them for a future discussion session.

2. Laura Zorc
 - a) Follow up on General Counsel and Other Legal Counsel

Chairman Zorc explained the Audit Committee Recommended putting out an RFP every two to three years. After discussing the process, the Board came to a consensus for the General Practice/SCREMP search. Direction was provided to the Superintendent.

- b) Legislative Plan
Chairman Zorc reviewed the items that she and Dr. Rendell put together. She said this would be added to the next Business Meeting to be voted upon.
- 3. Teri Barenborg
 - a) Climate Issues on Our Campuses and in Departments
Mrs. Barenborg started off with explaining she wanted a summary on four areas and apologized for the amount of paper that was produced. That wasn't her intention. She asked questions about some of the areas. Dr. Rendell explained that HR collects all of the exit interviews along with the stay survey's and how they are used.
 - b) Absentee Committees
Mrs. Barenborg asked what was being done? She asked for feedback. Dr. Rendell said the Attendance Committee at both high schools show 90% or higher. Along with the Graduation Coaches, Brooke Flood, Eric Seymour, and LaVonne Walker participate in this process.
- 4. Jacqueline Rosario
 - a) Superintendent's Evaluation Timeline
Mrs. Rosario asked to bring Dr. Rendell's 2nd Amendment of his Employment Agreement to attention along with his Timeline. She shared that the Timeline for this year was not created and the Board needs to agree to his Goals, Objectives, etc. She also discussed his contract being up on 6/30/2020 and according to his agreement, they need to vote on or before 7/21/2019 as to extend or decline his contract going to 2021. After a few comments, there was a consensus to bring this forward at a Business Meeting in July before the deadline.
 - b) Personnel File Policy
Mrs. Rosario reviewed back up from other school districts. She requested a written policy be done to follow State Statute. It was discussed to have the Board Attorney review the draft language, after which time, it will be brought back for consensus.
- 5. Mara Schiff, Ph.D.
 - a) School Board Strategic Plan: Board Vision, Objectives, Strategy, Collective Priorities, and Responsibilities
Dr. Schiff suggested putting together Board Goals, as a collective body, with what they wish to accomplish, along with accountability. She asked, who do we want to be as a Board? It was suggested to review some framework samples and initiatives.

Chairman Zorc called for a 15-minute break at 1:41. The Discussion Session was reconvened at 2:00.

b) Creating a SDIRC Citizen Academy

Dr. Schiff would like to see this academy created and invite the public. Mrs. Justice said that many of the other School Districts do this. Have the research done and bring it back to possibly a June workshop. Mrs. Justice suggested this be done after the budget process is complete, possibly Spring of 2020.

III. BOARD COMMITTEE REPORTS

Mrs. Justice

MPO Meeting – Citizen Position being filled is pleasing to everyone.

VAB – Property Values

Mrs. Barenborg

Attended the Fellsmere Planning and Zoning. Indian River County Planning and Zoning was cancelled.

Mrs. Rosario

VAB – Meets on 3/25

Dr. Schiff

County Commission – reached out and spoke to my district person.

Each of the Board Members also discussed the Sheriff's Budget Workshop in July that they were asked to attend.

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

Nothing to report

V. ADJOURNMENT – Chairman Zorc

Meeting adjourned at approximately 3:58 p.m.

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The District School Board of Indian River County met on March 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 Reverend Dan Holloway, from Unity Spiritual Center of 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 Consent items they wished to have moved to action. There were none. Chairman Zorc called for a Motion. Mrs. Justice moved to Adopt the Orders of the Day. Mrs. Rosario seconded the motion and it carried unanimously, with a 5-0 vote.
- IV. PRESENTATIONS
Chairman Zorc recognized Dr. Rendell for a series of Presentations. Dr. Rendell gave a brief overview of what the audience and Board Members could expect. He then turned it over to Mrs. Maddux, Public Information Officer, to proceed.
 - A. **Musical Rendition by Vero Beach Elementary School**
Vero Beach Elementary School was unable to perform.
 - B. **Short Video on School Initiatives**
The video was on Living Voices. All of the 8th grade classes across the District participated in the Holocaust Educational Program.

ADDED ITEM:

- C. **Principal of the Year**
Mrs. Cynthia Emerson was introduced as one of five State Finalists for State Principal of the Year. There was a short video. Mrs. Emerson spoke and photos were taken.
- D. **Casual for a Cause - American Heart Association**
Mrs. Maddux and Dr. Rendell presented a check to Michelle Mason in the amount of \$4665.50. A photo was taken.

E. Kids Tag Art Presentation

Mrs. Maddux recognized Kids Tag Art. She then introduced Mrs. Carol Jean Jordan, Indian River County Tax Collector. Mrs. Jordan spoke in regard to the event and provided each of the participating art teachers with an additional \$300. Betsy Nelson, Art Director for the District, spoke. Each of the committee members was introduced and pictures were taken.

F. Veteran of the Month

Mrs. Maddux recognized Reverend Sylvester McIntosh as the March Veteran of the Month. He came to the podium, a plaque was given to him, and he spoke. Photos were taken.

G. Medal of Honor Day Proclamation

Reverend McIntosh read the Proclamation. Chairman Zorc called for a Motion to accept the Medal of Honor Day Proclamation. Mrs. Barenborg moved approval. Dr. Schiff seconded the motion and it carried unanimously, with a 5-0 vote.

V. CITIZEN INPUT

Beverly Raifer – Meetings (Making time)
Merchon Green - Equity

VI. CONSENT AGENDA

Chairman Zorc called for a Motion to adopt the Consent Agenda. Mrs. Justice moved approval. Mrs. Rosario seconded the motion and it carried unanimously, with a 5-0 vote.

Dr. Rendell asked the Chairman, if he could have a moment to recognize a couple of people from the Personnel Recommendations. He introduced Kim Copeman, Director of Finance; Greg MacDonald, Director of Technology; and Brian Bender, Director of Safety and Security. Mrs. Copeman and Mr. Bender came to the podium and spoke briefly.

A. Approval of Minutes – Dr. Rendell

1. 2019/01/29 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 Renewal for the Service Agreement between the School Board and Skate Factory of Vero – Mrs. Dampier

The Extended Day Program is requesting approval to renew the Service Agreement between the School Board and Skate Factory of Vero. This agreement is to provide transportation for students in the extended day program from the schools where students are participating in extended day activities to Skate Town at no cost to the district. Insurance has been approved by Risk Management. Superintendent recommends approval.

D. Approval of Donations – Dr. Rendell

1. Rosewood Magnet School received a donation in the amount of \$1,500 from the Rosewood Magnet School PTA. The funds will be used to offset the Mote Marine field trip for the Rosewood Magnet School 5th grade.
2. Pelican Island Elementary School received a donation in the amount of \$1,000 from Marion Conley. The funds will be used for the Reading Development Program at Pelican Island Elementary School. A donation totaling \$1,200 was received from the Rotary Club of Sebastian. The funds will be used for the Back-Pack Program at Pelican Island Elementary School.
3. Liberty Magnet School received a donation in the amount of \$1,160 from the Liberty Magnet School PTA. The funds will be used for the Liberty Magnet School 2nd and 3rd grade class field trips. Superintendent recommends approval.

E. Approval of the Fee Schedule for the Extended Day Program Summer Camp Mrs. Dampier

The Extended Day Program is requesting approval of the Fee Schedule for the Extended Day Program Summer Camp. The Summer Camp will run from June 3, 2019, through August 2, 2019, at Osceola Magnet Elementary and Liberty Magnet Elementary from 7:00 a.m. until 6:00 p.m. Summer Camp is designed to accommodate elementary students from kindergarten to outgoing fifth graders. The activities are an expanded version of what is implemented daily in our regular Extended Day Program. There is no cost to the district. Superintendent recommends approval.

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

The 2019-2022 ELL Plan has been updated to reflect discussion at the 2/26/2019 Board meeting. Pursuant to 6A-6.0905 F.A.C. Requirements for the District English Language Learners Plan are that 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. Superintendent recommends approval.

VII. ACTION AGENDA

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

On February 26, 2019, the District School Board discussed new, and revised Board Policies and requested to move forward with the adoption process. The purpose of the revisions is to be consistent with present practice and legislation. The Public Hearing and adoption

will be noticed for the regular Business meeting on April 23, 2019. Superintendent recommends approval.

Chairman Zorc called for a Motion. Dr. Schiff moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

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

The attached is a copy of a continuation to provide services for educational sign language interpreters for ESE students. Alonzo Sign Language provides hearing interpreters for hearing impaired students during their regular academic day, as well as extracurricular activities students participate in, limited to two hours per day, per student. The ESE Department anticipates an approximate need for additional funds in the amount of \$69,500.00 for continued services for one full-time interpreter, 2 part-time interpreters, and substitute interpreters, as needed through the end of the 2018-2019 school year and through the Extended School year of twenty days, if needed, as in the past. Funding for the contract will be from the IDEA Grant. Superintendent recommends approval.

Chairman Zorc called for a Motion. Mrs. Justice moved approval. Mrs. Barenborg seconded the motion and it carried unanimously, with a 5-0 vote. There was a brief discussion.

C. Approval of Award SDIRC #04-0-2019JC RFQ for Prequalification of Agent/Brokers, Self-Insurance Funds and Direct Writing Insurers for Property and Casualty Insurance and Student Accident Insurance to Multiple Firms – Dr. Rendell

This Request for Qualifications was prepared for the School District of Indian River County to seek proposals for the prequalifying of agent/brokers, self-insured trust funds or direct writing insurers. During the May 2018 Regular Board meeting, the Superintendent and staff were directed to market insurance programs related to SCERMP. Staff followed the same process that was utilized in 2012 and contracted with Siver Consultants to assist with the multi-phased bid process and the final analysis. Awarded firms will be invited to offer proposals for the District's commercial property, crime, general liability, automobile liability/physical damage, workers' compensation and school leaders/public officials' liability, including employment practices liability (package coverages), and student accident insurance. The final phase of the remarketing process will commence in August 2019, so that a final recommendation can be presented to the Board by November 1, 2019. It is recommended that this RFQ be awarded to Arthur J. Gallagher Risk Management Services, Inc. and Relation Insurance Services. Please see attached backup. Superintendent recommends approval.

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.

D. Approval to Renew Agreements with Multiple Firms for SDIRC #12-0-2018JC RFQ for Architectural Services – Mr. Teske

Pursuant to the terms and conditions of RFQ #12-0-2018JC, the Purchasing Department is requesting approval to renew agreements with seven firms for a period of one year. This RFQ was awarded to multiple firms to provide architectural services for miscellaneous projects district wide, as identified in the Five-Year Capital Plan on an as needed basis pursuant to School Board Policy 6330, The Florida Consultant's Competitive Negotiation Act (CCNA) F.S. 287-055, Florida Statutes Chapter 1013, and Florida Administrative Code Rule 6A-2.0010. The Facilities Department assigns projects to the awarded firms on a rotating or best fit basis. The individual projects assigned under this contract will be limited to those with an estimated construction cost, which does not exceed \$2 million, and for study activity fees, which do not exceed \$200,000. The estimated financial impact for this renewal is \$1,000,000. The contract period is March 20, 2019, through March 19, 2020, and may, by mutual agreement between the Board and the awardees, be renewed for one additional year. It is recommended that this RFQ be renewed with Claren Architecture + Design, Inc., C. M. Crawford Architect, Inc., D&Q Studio, LLC, Donadio & Associates, Architects, P.A., Edlund, Dritenbas, Binkley Architects & Associates, P.A., Harvard Jolly, Inc. and Song + Associates, Inc. All prices, terms and conditions shall remain the same. Please see attached backup. Superintendent recommends approval.

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

E. Approval to Renew Agreements with Multiple Firms for SDIRC #13-0-2018JC RFQ for Mechanical Engineers - Mr. Teske

Pursuant to the terms and conditions of RFQ #13-0-2018JC, the Purchasing Department is requesting approval to renew agreements with seven firms for a period of one year to provide mechanical engineering services on an as needed basis in the areas of mechanical, electrical and plumbing (MEP). The Facilities Department assigns projects on a rotational or best fit basis pursuant to School Board Policy 6330, The Florida Consultant's Competitive Negotiation Act (CCNA) F.S. 287-055, Florida Statutes Chapter 1013 and Florida Administrative Code Rule 6A-2.0010. The estimated financial impact for this renewal is \$350,000. This is included in the Five-Year Capital Plan. The new contract period will be March 20, 2019, through March 19, 2020, and may, by mutual agreement between the Board and the awardees, be renewed for one additional year. It is recommended that this RFQ be renewed with Cape Design Engineering Co., DDC Engineering, Inc., GRAEF-USA, Inc., Ingenuity Engineers, Inc., OCI Associates, Inc., SGM

Engineering, Inc. and TLC Engineering for Architecture. All prices, terms, and conditions shall remain the same. Please see attached backup. Superintendent recommends approval.

Chairman Zorc called for a Motion. Mrs. Justice moved approval. Dr. Schiff seconded the motion and it carried unanimously, with a 5-0 vote.

F. Approval of Florida Department of Education, Office of Educational Facilities, Florida Inventory of School Houses (FISH) Certification of Facilities Data – Mr. Teske

Approval is recommended for the Florida Department of Education, Office of Educational Facilities, Florida Inventory of School Houses (FISH) Certification of Facilities Data for the School District of Indian River County. The District is required, by the State Requirements for Educational Facilities (SREF) Section 6.1(5)(c), to review the Florida Inventory of School Houses (FISH) and to certify to the Office of Educational Facilities that the inventory is current and accurate prior to April 1st of each year. Superintendent recommends approval.

Chairman Zorc called for a Motion. Mrs. Justice moved approval. Mrs. Barenborg seconded the motion and it was carried unanimously, with a 5-0 vote.

G. Approval of Agreement Form for Construction Contracted Services with SiteSecure, LLC., A Miller Electric Company for School #1 Access Control System – Mr. Teske

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and SiteSecure, LLC., A Miller Electric Company, to furnish and install a new Access Control Systems at School # 1, as outlined in the proposal and as per the terms and conditions of the Seminole County RFP-0036-15/RTB. The cost of this project is not to exceed \$279,209.40, which includes the proposal amount of \$242,791.40 and an owner added contingency in the amount of \$36,418.00. The total project cost of \$279,209.40 will be funded from the Security Enhancements capital budget. Superintendent recommends approval.

Chairman Zorc called for a Motion. Ms. Rosario moved approval. Dr. Schiff seconded the motion and it carried unanimously, with a 5-0 vote.

H. Approval of Agreement Form for Construction Contracted Services with SiteSecure, LLC., A Miller Electric Company for School #2 Access Control System – Mr. Teske

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and SiteSecure, LLC., A Miller Electric Company, to furnish and install a new Access Control Systems at School # 2, as outlined in the proposal and, as per the terms and conditions of the Seminole County RFP-0036-15/RTB. The cost of this project is not to exceed \$171,246.30, which includes the proposal

amount of \$148,910.30 and an owner added contingency in the amount of \$22,336.00. The total project cost of \$171,246.30 will be funded from the Access Control capital budget. Superintendent recommends approval.

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

I. Approval of Agreement Form for Construction Contracted Services with SiteSecure, LLC., A Miller Electric Company for School #3 Access Control System – Mr. Teske

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and SiteSecure, LLC., A Miller Electric Company, to furnish and install a new Access Control Systems at School # 3, as outlined in the proposal and as per the terms and conditions of the Seminole County RFP-0036-15/RTB. The cost of this project is not to exceed \$157,440.94, which includes the proposal amount of \$136,905.94 and an owner added contingency in the amount of \$20,535.00. The total project cost of \$157,440.94 will be funded from the Access Control capital budget. Superintendent recommends approval.

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

J. Approval of Agreement Form for Construction Contracted Services with SiteSecure, LLC., A Miller Electric Company for School #4 Access Control System – Mr. Teske

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and SiteSecure, LLC., A Miller Electric Company, to furnish and install a new Access Control Systems at School # 4, as outlined in the proposal and as per the terms and conditions of the Seminole County RFP-0036-15/RTB. The cost of this project is not to exceed \$540,716.31, which includes the proposal amount of \$470,188.31 and an owner added contingency in the amount of \$70,528.00. The total project cost of \$540,716.31 will be funded from the Security Enhancement and Access Control capital budgets. Superintendent recommends approval.

Chairman Zorc called for a Motion. Mrs. Rosario moved approval. Mrs. Barenborg seconded the motion and it carried unanimously, with a 5-0 vote.

K. Approval of Appointment of a Citizen to the Indian River County Metropolitan Planning Organization (MPO), County Citizen Advisory Committee for Transportation and an Alternate for this Voting Position – Mrs. Zorc

This is a volunteer position that began on September 11, 2012. The term of this position coincides with the Board's organization meeting, at which time there were no applications submitted. The CAC meets the ~~first Tuesday of the month at 2 p.m.~~ **(Correction at the Dais – meeting is the 2nd Wednesday of the month at 10:00 a.m.)** in Conference Room B1-501. The position was filled by Amy Speak and the late John Kim was the Alternate. Mr. Jeff Luther has submitted his application for approval.

Chairman Zorc read the information. The date was corrected to be the second Wednesday of the month at 10:00 a.m. Chairman Zorc called for a Motion. Mrs. Barenborg moved approval. Mrs. Rosario seconded the motion and it carried unanimously, with a 5-0 vote.

VIII. SUPERINTENDENT'S REPORT

Chairman Zorc recognized Dr. Rendell. Dr. Rendell shared the accomplishments of the VBHS Band and Orchestra.

IX. DISCUSSION

a) Strategic Plan Logo – Mrs. Rosario

Mrs. Rosario suggested to start using the Strategic Plan Logo. Mrs. Barenborg said she would add it to her emails. Chairman Zorc shared that she was reluctant due to the time frame of the Strategic Plan. In further discussion, it came up about the cost of the change due to the standard three-house logo being on business cards, letterhead, vehicles, and more. Chairman Zorc asked that this item be moved to a Board Discussion Session.

b) School Board Member Protocol – Dr. Schiff

Dr. Schiff just wanted to share with the public the specifics of the Sunshine Law and that individual conversations are opinions.

ADD-ON

c) Vaping and Juuling – Dr. Schiff

Dr. Schiff requested to share more information with parents. She asked to consider it to be a priority to share with families. Mrs. Barenborg brought up educating families. Dr. Rendell shared that some events are upcoming but not regarding the Vaping and Juuling. Dr. Rendell said Substance Awareness Center and other community partners would be willing to work with the District in hosting an information session for parents.

X. SCHOOL BOARD MEMBER MATTERS

Mrs. Justice:

Living Voices Presentation and the sponsorship

Dr. Schiff:

Living Voices Presentation

Recognized Principal Emerson, Vero Beach Elementary School

Mrs. Rosario

Breakfast hosted by the Learning Alliance

Recognized Principal Emerson, Vero Beach Elementary School

Equity Committee – Not receiving emails or calls

Mrs. Barenborg

Equity Committee – Surprised and Clarification
25th Anniversary Children Resources
Learning Alliance – Literacy in the Lagoon 5/11
Tax Collectors Office – Kids Tag Art
Donors
Principal Emerson, Vero Beach Elementary School
SRHS Band and VBHS Orchestra

Chairman Zorc

Equity Committee Concerns
School Visits

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT'S CLOSING

Dr. Rendell shared a video of the History of the School District Logo.

VIII. ADJOURNMENT – Chairman Zorc

Meeting adjourned at approximately 8:25 p.m.

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The District School Board of Indian River County met on March 26, 2019, at 12:00 p.m. The Superintendent's Workshop was held in the Joe N. Idlette, Jr. Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Laura Zorc, and Vice Chairman Tiffany M. Justice. Along with Board Members: Teri Barenborg, Jacqueline Rosario, 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 12:00 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) Panorama Survey
Dr. Rendell introduced Mrs. Dampier, Assistant Superintendent of Curriculum and Instruction, along with Dr. Sharon Packard, Mental Health Coordinator. Dr. Packard reviewed a PowerPoint Presentation on the Panorama Survey. Dr. Packard and Mrs. Dampier answered questions the Board Members had. The Board Members all thanked them for a wonderful presentation and asked that they come back with updates next month.
 - 2) ERP Conversion
Dr. Rendell explained to the Board Members that the ERP Conversion was a two-year process. He introduced Mr. Brian Bender and Mr. Greg MacDonald from the Information Technology Department. A PowerPoint Presentation was reviewed by Mr. Bender and Mr. MacDonald. They thanked staff for the participation and assistance through the entire process. Mr. MacDonald reviewed the entire timeline with the Board Members. Each of the Board Members questions were answered. The Board Members took a moment to thank Mr. Bender and Mr. MacDonald along with staff for the work that went into the transition.
- Chairman Zorc called for a 10-minute break at 1:22 p.m. The workshop reconvened at 1:32 p.m.
- 3) Learning Alliance
Dr. Rendell recognized Ms. Barbara Hammond, Mr. Ray Oglethorpe, Ms. Leslie Connelly, and Ms. Sue Curtis from the Learning Alliance. He turned over the

presentation to Ms. Hammond. She then proceeded with sharing a PowerPoint presentation with the Board. Each of the presenters participated in sharing information with the Board Members. They shared how the Community Partners have come together in working with the District on literacy and the uniqueness of the programs they have in place. Each of the Board Members thanked the presenters for what is being done and for the presentation.

Chairman Zorc called for a five-minute break at 2:27 p.m. The workshop was reconvened at 2:33 p.m.

4) Code of Conduct

In Dr. Rendell's introduction, he thanked the public that came out and participated in the entire process. Then he introduced Mrs. Pamela Dampier, Assistant Superintendent of Curriculum and Instruction, and Ms. Heather Clark, Director of ESE. Ms. Clark started off by thanking the District Team that assisted with this process. There was a PowerPoint that Mrs. Dampier and Ms. Clark reviewed with the Board Members. There were discussions on the different items presented along with sharing the amount of advertising that went into this. The Board thanked everyone involved in this process.

Chairman Zorc called for a 5-minute break at 3:49 p.m. The workshop was reconvened at 3:56 p.m.

5) Instructional Material

Dr. Rendell introduced Mrs. Dampier, Assistant Superintendent of Curriculum and Instruction; Dr. Pierandozzi, Executive Director of Secondary Education; and Ms. Kelly Baysura, Executive Director of Primary Education. There was a PowerPoint presentation provided. The conversation was based on a Gap Purchase. All of the Board Members questions were answered.

IV. ADJOURNMENT – Chairman Zorc

Meeting adjourned at approximately 4:15 p.m.

The District School Board of Indian River County met on March 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, 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 Reverend Terry Thompson, from Gates of Praise 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 Vero Beach High School's Air Force Junior ROTC Detachment 043 under the Direction of Wade E. Dues, Chief Master Sergeant, (Retired), Aerospace USAF.
- III. ADOPTION OF ORDERS OF THE DAY
Chairman Zorc asked the Board Members, if there were any items they wished to move from Consent to Action. Mrs. Rosario requested to have Consent F to be moved to Action. Chairman Zorc called for a Motion. Mrs. Justice moved approval as amended. 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. He then turned the presentations over to Mrs. Cristen Maddux.
 - A. **Musical Rendition by Liberty Magnet School**
Mrs. Maddux introduced Eagle Sound from Liberty Magnet School. After their performance, a photo was taken.
 - B. **Short Video on School Initiatives**
A video on the new mobile app was shown.
 - C. **Tuttle Holiday Card Contest**
Mary-Therese Van Hollenbeck and Mr. Douglas Tuttle were present to talk about the contest and present a plaque to the winner. Photos were taken.
- V. CITIZEN INPUT
Bryan Whiting – The Advantage of a Stepped Pay Plan
Mike Young – Vero Beach Little League Baseball
Anthony Stewart – Black/White Achievement Gap

Liz Cannon – Legislative Priorities

VI. CONSENT AGENDA

Chairman Zorc called for a Motion. Dr. Schiff moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote. Dr. Rendell asked the Chairman, if he could recognize a couple of promotions. He called Ms. Michelle Olk to the podium, where she was congratulated on her position of Director of Employee Relations, along with Mr. Greg MacDonald on his promotion to Director of Technology Services. Both took the opportunity to address the Board Members and audience.

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.

D. 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 from 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

Chairman Zorc recognized Mrs. Rosario to speak on Consent Item F, which she requested be moved to Action. Mrs. Rosario brought up that the Goals on the timeline for the upcoming year were not added at the bottom of the current timeline. Once added, she requested this be brought back for approval. This would be for the 2019/2020 School Year. If there is consensus, the Chairman suggested they decide on the date, this way it doesn't have to come back to the Board. Chairman Zorc also wanted to look at the Mid-Year Review in January. She encouraged Board Members to have the Mid-Year Review while meeting with him. The Chairman also wanted to make sure everyone understood the Process portion of the timeline. Chairman Zorc called for a Motion adding 8/27/2019, for the Adoption of the New Timeline. Mrs. Rosario moved approval. Dr. Schiff seconded the motion and it carried unanimously, with a 5-0 vote.

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.

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

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.

Chairman Zorc called for a Motion. Mrs. Justice moved approval. Dr. Schiff seconded the motion and it carried unanimously, with a 5-0 vote.

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.

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 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 spent 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 of pending inclement weather season. Justification for this request is included in the backup. Superintendent recommends approval.

Chairman Zorc called for a Motion. Mrs. Barenborg moved approval. Dr. Schiff seconded the motion and it carried unanimously, with a 5-0 vote. There was a brief discussion.

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.

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

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.

Chairman Zorc called for a Motion. Mrs. Justice moved approval. Mrs. Rosario seconded the motion. It was suggested to invite the Unions next year to participate in the Legislative Priorities discussion. Chairman Zorc stated she wanted to try and keep this to one page. Mrs. Zorc reviewed what was being requested. Especially, Safe Schools, Mental Health, and Student Funding Allocation. After the discussion, Mrs. Justice and Mrs. Rosario withdrew their motions. Mrs. Justice moved approval, as amended. Mrs. Rosario seconded the motion and it carried unanimously, with a 5-0 vote.

VIII. SUPERINTENDENT’S REPORT

Chairman Zorc recognized Dr. Rendell. He shared with the Board Members and audience about the change in the Assistant Superintendent of Finance’s job description. He explained the increase of duties would then call for a change in title, which would be Deputy Assistant Superintendent. This would also reflect an increase of pay. It will be brought forward at the next Business Meeting.

Chairman Zorc recessed for a break at 7:35 p.m. for ten-minutes. Chairman Zorc reconvened the meeting at 7:45 p.m.

IX. DISCUSSION

ADD ON

Superintendent’s Employment Agreement – Mrs. Zorc

Chairman Zorc stated she added this on to discuss Dr. Rendell's Employment Agreement and the letter from his attorney. She read the letter from Dr. Rendell's attorney along with an email from Mrs. D'Agresta. Mrs. Zorc also stated there was an email from Dr. Rendell saying he was applying for a job outside of the District. She also brought up an email she received from Risk Management and asked Ms. Mercado, Risk Management Manager to speak. This was regarding reporting the letter to the insurance carrier. The Chairman asked for the Board to reach a consensus. She publicly asked Dr. Rendell to tender his resignation on or before 7/23/2019. She then asked for a Special Discussion Session for 4/2/2019, from 4:30 p.m. to 6:30 p.m. There was review of Dr. Rendell's Employment Agreement.

At 8:08 p.m. Chairman Zorc called for a three-minute break. She reconvened the meeting at 8:11 p.m.

Chairman Zorc asked each of the Board Members to speak regarding this. She is asking the Board to plan properly and wishes to start the search. She is asking the Board to agree to start this process. At 8:42 p.m. Mrs. Barenborg stepped out to get her calendar to be sure she was able to attend the requested meeting of 4/2/2019. She returned at 8:44 p.m. and the meeting continued. It was confirmed the 4/2/2019 meeting time from 4:30 p.m. to 6:30 p.m. would be scheduled. The Board Members each continued to discuss the possibility of the Superintendent leaving and what to do. Ms. Mercado did ask for direction to notify the insurance company. Mrs. Zorc appreciates her being pro-active on this matter. There was consensus of the Board by Mrs. Rosario, Dr. Schiff, and Chairman Zorc.

X. SCHOOL BOARD MEMBER MATTERS

Mrs. Barenborg

May 11th Deep Dive into the Lagoon Literacy Event w/ MCAN
Shared information on her trip to Tallahassee sitting in meetings
DOE Visit on Coaching Certification

Mrs. Rosario

Value Adjustment Board Meeting
STEAM Fest Event

Dr. Schiff

MCAN Gala
SRHS Booth Volunteering at Shrimp Fest
Stars of the Year Luncheon

Mrs. Justice

District App – Thank you
Panorama Social Emotional Growth from Workshop
Learning Alliance from Workshop
Special Olympics at Rosewood Magnet School
Superintendent’s Art Gallery on 4/10

Mrs. Zorc

Reminder to Board Members to have the Discussion Items in to Mrs. Esplen by
Friday at 2:00 p.m.

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT’S CLOSING

April 6th there is a track meet at Sebastian River High School, as well as Read Across the Field. Check in is at 9:00 a.m. Also, a shout out to Doug Tuttle and for his sponsorship to the District for many years.

XIII. ADJOURNMENT – Chairman Zorc

Meeting adjourned at approximately 9:26 p.m.

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The District School Board of Indian River County met on April 02, 2019, at ~~6:00~~ 4:30 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.

Special Discussion Session Minutes

I. Meeting was called to order by Chairman Zorc at 4:30 p.m.

II. Presentation

Chairman Zorc started the session by explaining that this meeting was a special discussion session with the discussion limited to the review of the Superintendent search, process, and timeline. She stated that no formal action would be taken, as any action regarding the Superintendent’s contract would be taken as an Action agenda item at a regular Board meeting with proper notice to the public. She added that the next Board meeting would be on April 9, 2019, at 6:00 p.m. and that the public is invited to give comments during all business board meetings.

Chairman Zorc stated, that today’s Discussion Session is limited to the review of the Superintendent search process and timeline. The Board received an email from Dr. Rendell last Monday informing the Board that he intended to seek employment outside the jurisdiction of the Board. As reviewed at the last meeting, he is required by his contract to give the Board a 30-day written notice, if he does choose to take a position elsewhere. In response to his actions, we have a duty, as custodians of the District, to set an action timeline in play. She stated that the Board was there to be proactive and to ensure what is in the best interest of our 18,000 students, 2,200 employees, parents, tax payers, and our \$287 million budget that we are entrusted to oversee.

Chairman Zorc gave a brief description of three past timelines. In the Fall of 2014, Dr. Adams gave 10 months’ notice that she was retiring in June of 2015. It took 10 months to find a Superintendent and no interim was needed. FSBA was used for this search and Mr. Wayne Blanton, who led the search, has since retired. Dr. Rendell was hired to replace Dr. Adams. In 2011, Dr. La Cava completed his contract and was replaced by Dr. Adams, no outside interim was needed. In 2008, Dr. La Cava replaced Mr. Maher, who was terminated by the Board eighteen months prior. The Board hired Dr. Pat Pritchett as Interim for eighteen months to stabilize the District and to assist in a Superintendent search. FSBA was also used for that search. Historically, the Board has utilized FSBA to conduct the search process from beginning to end.

Chairman Zorc asked the Board to look at the backup information she had provided on FSBA. In the packets were the Agenda, the Superintendent Search Process, information on St. John's County and Hernando County searches, *Why select Florida School Boards Association for your search?*, background information on the FSBA Superintendent Search Team Members, and the timeline.

Chairman Zorc opened floor for discussion. Each Board Member had the opportunity to speak multiple times. Discussion topics were:

- Superintendent and/or Interim Superintendent Search
- Historic perspective of past Superintendent searches
- FSBA Membership
- Sunshine Law
- Budget for Superintendent Search
- Possibilities:
 - Extend Superintendent's contract or not
 - Termination of contract with or without cause
 - Superintendent's resignation

There was consensus that the Board wanted to have an informal Discussion Session on the Superintendent's contract and would meet with FSBA to discuss the search process and ask questions on April 9, at 12:00 p.m. The topic of the meeting will be Superintendent's Employment Contract.

- III. Adjournment – Chairman Zorc
Meeting adjourned at 6:34 p.m.

Personnel Recommendations

1. Instructional Leaves
Biandis, Allison – Indian River Academy, 4/15/19 – 5/29/19
Cocchiola, Samantha – Fellsmere Elementary, 8/5/19 -5/29/20
DeAngelis, John – Storm Grove Middle, 5/1/19 – 5/17/19
2. Instructional Transfers
Jones, Nicholas – from SRHS, Assistant Band Director to SRHS, Band Director 7/1/19
3. Instructional Separations
Appel, Richard – VBHS, exiting DROP 5/29/19
Baird, Allison – Glendale Elementary, resignation 5/29/19
Blessing, Nancy – Treasure Coast Elementary, exiting DROP 5/29/19
Bristol, Monica – Storm Grove Middle, resignation 5/29/19
Broomell, Kari – Pelican Island Elementary, resignation 5/29/19
Ciasca, Mary – Storm Grove Middle, exiting DROP 5/29/19
Davis, Regina – Beachland Elementary, resignation 5/29/19
Dupuis, Daniel – Storm Grove Middle, resignation 5/29/19
Durrant, Jocelyn – Storm Grove Middle, resignation 5/29/19
Fojtik, Elizabeth – Storm Grove Middle, resignation 5/29/19
Fuller, Patricia – Sebastian Elementary, entering DROP 5/1/19
Kingston, Christa – Beachland Elementary, resignation 5/24/19
McCarthy, Susan – Treasure Coast Elementary, exiting DROP 5/29/19
Mulcahy, Sandra – Treasure Coast Elementary, retirement 5/29/19
Norling, Darrae – Vero Beach Elementary, entering DROP 4/1/19
Rondeau, Joann – Citrus Elementary, resignation 5/29/19
Rosales, Angela – Rosewood Magnet, resignation 5/29/19
Stephanoff, Christopher – Wabasso, resignation 5/29/19
Thomas, Hubert – VBHS, exiting DROP 5/29/19
4. Instructional Employment
Hambidge, Aimee – ESE District Wide, Speech and Language Pathologist 4/25/19
5. Support Staff Leaves
Henderson, Rebecca – Transportation, 4/1/19 – 6/24/19
6. Support Staff Promotions
Hope, Thomas – from Liberty Magnet, Food Service Manager-in-training to Liberty Magnet, Food Service Manager 4/22/19
7. Support Staff Transfers
Clarke, Etilda – from VBHS, Food Service Assistant to Glendale Elementary, Food Service Assistant (4 Hour) 4/1/19
Reddie, Julie – From Oslo Middle, Food Service Cook (6 hour) to Dodgertown, Food Service Assistant (4 hour) 4/15/19
Roller Sanchez, Nancy – from Oslo Middle, Food Service Assistant (5 Hour) to Oslo Middle, Food Service Assistant (5.5 Hour) 4/22/19

8. Support Staff Separations
 Blanco, Jose – Fellsmere Elementary, retirement 6/30/19
 Carabajal, Susanna – Wabasso, resignation 5/24/19
 Christophersen, Victoria – SRHS, exiting DROP 6/28/19
 Galasso, Audra – Finance, resignation 4/26/19
 Green, Patreece – Vero Beach Elementary, resignation 3/26/19
 Harrington, Juanita – Transportation, exiting DROP 5/24/19
 Pisacano, John – Student Services, resignation 5/31/19
 Roberts, Alicia – Sebastian River Middle, resignation 5/24/19
 Sanfilippo, Pauline – SRHS, resignation 5/24/19
 Webb, Curtis – Alternative Center for Education, resignation 5/24/19

9. Support Staff Employment
 Auguste, Nikkita – Transportation, Bus Assistant 4/26/19
 Ayala-Orellana, Bryan – SRHS, High School Flag Instructor 5/1/19
 Cummings, Brandy – Transportation, Bus Assistant 4/22/19
 Fonseca, Anjelica – Vero Beach Elementary, Student Monitor 4/17/19
 Ford, Wanda – Sebastian Elementary, Food Service Assistant (6 hour) 4/17/19
 Lazan, Kasey – VBHS, Student Worker 4/25/19
 Session, Delvin – Transportation, Bus Driver 4/26/19
 Smith, Elizabeth – Purchasing, Secretary II 5/6/19
 Stinson, Autraya – Transportation, Bus Driver 4/26/19
 Swanger, Jeffrey – Technology Services, Programmer/Analyst 5/6/19
 Traino, Anthonette – Transportation, Bus Driver 4/22/19

10. Administrative Promotions
Rahal, Kimberly – from Citrus Elementary, Title I Resource Math Teacher to Citrus Elementary, Assistant Principal 7/22/19

11. Administrative Transfers
 Stanford-Clark, Heather – from Student Services, Director of Exceptional Student Education to Wabasso, Principal - Exceptional Student Education 7/1/19

12. Administrative Separations
 Arnett, Michael – Curriculum and Instruction, retirement 4/30/19

13. Administrative Employment
Horton, Derek – Finance, Deputy Superintendent and Chief Financial Officer, pending clearance

14. Approval of Placement in Instructional Substitute Pool
 Boyd, Danyelle – Human Resources, Substitute Teacher 4/22/19
 Mohr, Kimberly – Human Resources, Substitute Teacher 4/18/19
 Munger, Marilyn – Human Resources, Substitute Teacher 5/3/19
 Smith, Beau – Human Resources, Substitute Teacher 4/18/19

15. Approval of Placement in Support Staff Substitute Pool
 Bulson, Brittany – Extended Day, Substitute Child Care Assistant 4/22/19
 Mills, Fetisha – Transportation, Substitute Bus Driver 4/19/19
 Rose, Dianna – Food and Nutrition Services, Substitute Food Service Assistant 4/18/19

16. Attached is the revised job description for the position of Pesticide Applicator/Equipment Transporter.
17. Attached are reappointments for the positions of ~~Professional Technical, Confidential Managerial~~, Instructional and Professional Support Staff for the 2019-2020 School Year.
18. Summer School Employment

- Positions are contingent upon student enrollment and/or funding.
- All SDIRC Summer programs and summer employment are contingent upon School Board approval.
- Once an employee agrees to work for one summer program, he/she will not be eligible to work for another summer program if the dates of the program conflicts.
- Employment in all 2019 SDIRC Summer School Programs is contingent upon renewal of the employee's contract for the 2019-20 school year.

Instructional Summer School Employment

Akers, Brenda – District Wide, Voluntary Pre-K Summer School Teacher 5/30/19
 Allerton, Terri – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
 Antosh, Joseph – District Wide, Grade 3 Reading Summer School Teacher 5/30/19
 Barrett, Kenneth – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
 Barth, Elizabeth – Sebastian Elementary, Literacy on the Lagoon Summer School Teacher 5/30/19
 Benavides, Kimberly – District Wide, Middle School/High School Summer School Teacher 5/31/19
 Bodger, Mary – District Wide, Voluntary Pre-K Summer School Teacher 5/30/19
 Bonney, Douglas – Wabasso, Summer School Teacher 5/30/19
 Bradley, Sonya – District Wide, Step into Kindergarten Summer School Program 5/30/19
 Brecher, Rosemary – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
 Brown, Jill – District Wide, Step into Kindergarten Summer School Program 5/30/19
 Brownstein, Michaela – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
 Bullard-Hewitt, LaToya – District Wide, Middle School/High School Summer School Teacher 6/3/19
 Byrd, Stephen – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19
 Corby, Kimberly – District Wide, Middle School/High School Summer School Teacher 6/3/19
 Cornacchione, Ann Marie – District Wide, Middle School/High School Summer School Teacher 6/3/19
 Cox, Jessica – District Wide, Middle School/High School Summer School Teacher 6/3/19
 Cunningham, Amber – District Wide, Voluntary Pre-K Summer School Teacher 5/30/19
 Erfurt, Christopher – District Wide, Middle School/High School Summer School Teacher 6/3/19
 Erickson, Sarah – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
 Eure, Theresa – Sebastian Elementary, Literacy on the Lagoon Summer School Teacher 5/30/19
 Falcone, Robin – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19
 Fiori, Katelyn – Sebastian Elementary, Literacy on the Lagoon Summer School Teacher 5/30/19
 Fuller, Patricia – District Wide, Voluntary Pre-K Summer School Teacher 5/30/19
 Giunta, Susan – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19

Goff, Jeffrey – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19
Gonzalez, Claudia – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
Gonzalez, Vanessa – Sebastian Elementary, Literacy on the Lagoon Summer School Teacher 5/30/19
Gray, Karen – District Wide, Voluntary Pre-K Summer School Teacher 5/30/19
Halliday, Jill – District Wide, Voluntary Pre-K Summer School Teacher 5/30/19
Hanley, Eugene Wabasso, Summer School Teacher 5/30/19
Harris, Kathleen – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19
Henry, Lateshia – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
Hobgood, Elizabeth – District Wide, Voluntary Pre-K Summer School Teacher 5/30/19
Holderman, Jean – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19
Ihnen, Brian – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19
Jaffe, Tiffany – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
Junek, Joni – District Wide, Voluntary Pre-K Summer School Teacher 5/30/19
Kolb, Amy – District Wide, Middle School/High School Summer School Teacher 6/3/19
Lakins, Jeena – District Wide, Voluntary Pre-K Summer School Teacher 5/30/19
Lanam, Jennifer – District Wide, Step into Kindergarten Summer School Teacher 5/30/19
Larkin, Elizabeth – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
Lee, Bryan – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19
Lee, Harvey – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
Lugones, Vanessa – Wabasso, Summer School Teacher 5/30/19
Luna, Socorro – Pelican Island Elementary, 21st Century Summer School Teacher 6/3/19
Lutman, Steve – District Wide, Middle School/High School Summer School Teacher 6/3/19
Marceleno, Maria – District Wide, Step into Kindergarten Summer School Teacher 5/30/19
Mauro, Olivia – District Wide, Voluntary Pre-K Summer School Teacher 5/30/19
McFarlane, Tara – Wabasso, Summer School Teacher 5/30/19
McGough, Traci – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
McKenna, Michelle – Wabasso, Summer School Teacher 5/30/19
McLaughlin, Jason – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
Merritt-Townsend, Clarissa – District Wide, Voluntary Pre-K Summer School Teacher 5/30/19
Milliman, Julia – District Wide, Grade 3 Reading Summer School Teacher 5/30/19
Moody, Adrienne – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19
Moyer, Alexis – District Wide, Voluntary Pre-K Summer School Teacher 5/30/19
Murray, Coletta – District Wide, Grade 3 Reading Summer School Teacher 5/30/19
Navarro, Claudia – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
Neely, Lauren – Wabasso, Summer School Teacher 5/30/19
Nelson-Soderman, Angelique – District Wide, Middle School/High School Summer School Teacher 6/3/19
Nesbitt, Heather – Sebastian Elementary, Literacy on the Lagoon Summer School Teacher 5/30/19
Nordemar, Ingrid – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19
Oberlink, Kevin – District Wide, Grade 3 Reading Summer School Teacher 5/30/19
Ochacher, Marcela – District Wide, Grade 3 Reading Summer School Teacher 5/30/19
O'Connell, Michelle – District Wide, Grade 3 Reading Summer School Teacher 5/30/19
Paulk, Jenifer – District Wide, Voluntary Pre-K Summer School Teacher 5/30/19
Pennell, Shawna – District Wide, Middle School/High School Summer School Teacher 6/3/19
Phillips, Carin – District Wide, Middle School/High School Summer School Teacher 6/3/19
Presti, Lisa – District Wide, Middle School/High School Summer School Teacher 6/3/19
Rae, Kristie – District Wide, PK-5 Identified ESE Summer School Teacher 6/3/19

Raines, Rachel – Pelican Island Elementary, 21st Century Summer School Teacher 6/3/19
Reese, Martha – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
Remy, Alejandro – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19
Remy, Lucille Wabasso, Summer School Teacher 5/30/19
Rieck, Lisa – District Wide, Middle School/High School Summer School Teacher 6/3/19
Riskin, Robert – District Wide, Middle School/High School Summer School Teacher 6/3/19
Romance, Laurie – District Wide, Voluntary Pre-K Summer School Teacher 5/30/19
Rubio, Martha – District Wide, Middle School/High School Summer School Teacher 6/3/19
Ruggiero, Megan – District Wide, Middle School/High School Summer School Teacher
6/3/19
Rusin, Suzanne – District Wide, Voluntary Pre-K Summer School Teacher 5/30/19
Santiago, Tracey – Pelican Island Elementary, 21st Century Summer School Teacher
6/3/19
Sarnoski, Thomas – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
Sarus, Sandra – District Wide, Grade 3 Reading Summer School Teacher 5/30/19
Scardino, Lisa – District Wide, Middle School/High School Summer School Teacher 6/3/19
Schneller, Jennifer – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19
Schwanitz, Rachel – Wabasso, Summer School Teacher 5/30/19
Sims, Cindy – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
Smith, Deborah – Sebastian Elementary, Literacy on the Lagoon Summer School Teacher
5/30/19
Spivey, Rhonda – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19
Stephanoff, Christopher – Wabasso, Summer School Teacher 5/30/19
Stull, Thomas – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19
Swallow, Rachel – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19
Swanson Regina – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19
Taylor, Carol – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
Testa, Elizabeth – District Wide, Grade 3 Reading Summer School Teacher 5/30/19
Weaver, Laura – District Wide, Voluntary PK-5 Summer School Teacher 5/30/19
Whyly Gregory, Donna – District Wide, PK-5 Identified ESE Summer School Teacher
5/30/19
Victoria, Therese – District Wide, Grade 3 Reading Summer School Teacher 5/30/19
Williams, Natira – District Wide, Grade 3 Reading Summer School Teacher 5/30/19
Wingate, Jonnette – District Wide, Middle School/High School Summer School Teacher
6/3/19
Wood, Todd – District Wide, 6-12 Identified ESE Summer School Teacher 5/30/19
Woodson, Andrea – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
Zakarian, Jackie – District Wide, PK-5 Identified ESE Summer School Teacher 5/30/19
Zans, Cynthia – Pelican Island Elementary, 21st Century Summer School Teacher 6/3/19

Support Staff Summer School Employment

Acker, Amanda – District Wide, Middle School/High School Summer School Teacher
Assistant 6/3/19
Adams, Adrina – District Wide, PK-5 Identified ESE Summer School Teacher Assistant
5/30/19
Addabbo, RoseMarie – District Wide, PK-5 Identified ESE Summer School Teacher
Assistant 5/30/19
Addison, Beverly – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Amezquita, Sandra – District Wide, 6-12 Identified ESE Summer School Teacher Assistant
5/30/19
Armstrong, Holly – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Ausby, Charleen – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Ausby, Helen – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Baker, Alice – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Barner-Holmes, Mary – District Wide, PK-5 Identified ESE Summer School Teacher Assistant 5/30/19
Barrett, Liliana – District Wide, 6-12 Identified ESE Summer School Teacher Assistant 5/30/19
Benton, Barbara – District Wide, PK-5 Identified ESE Summer School Teacher Assistant 6/3/19
Boell, Nancy – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Bradshaw, Olivia – District Wide, 6-12 Identified ESE Summer School Teacher Assistant 5/30/19
Brege, Arline – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Bressett, Mireille – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Bryant, Britnia – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Bryant, Sharntay – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Bulson, Brittany – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Chase, Amanda – District Wide, 6-12 Identified ESE Summer School Teacher Assistant 5/30/19
Clark, Lena – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Clarke, Safawa – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Cleare, Lori – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Coe, Ashley – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Colon, Liza – District Wide, 6-12 Identified ESE Summer School Teacher Assistant 5/30/19
Colley, Khawndice – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Crain, Redina – District Wide, 6-12 Identified ESE Summer School Teacher Assistant 5/30/19
Cushman, Kathryn – District Wide, PK-5 Identified ESE Summer School Teacher Assistant 6/3/19
Damiano, Kim – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
De La Hoz, Luz – District Wide, ~~Middle School/High School~~ 6-12 Identified ESE Summer School Teacher Assistant 5/30/19
Dewey, Matt – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Dixon, Latara – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Dotson, Marsha – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Edwards, James – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Enrico, Anthony – District Wide, 6-12 Identified ESE Summer School Teacher Assistant 5/30/19
Erney, Jacqueline – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Escoto, Cecilia – District Wide, 6-12 Identified ESE Summer School Teacher Assistant 5/30/19
Fletcher, Laurie – District Wide, 6-12 Identified ESE Summer School Teacher Assistant 5/30/19
Ford, Geri – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Ford, Wanda – Food and Nutrition Services, 2019 Summer Food Program 5/31/19
Freeman, Ronald – District Wide, 6-12 Identified ESE Summer School Teacher Assistant 5/30/19
Fregel, Bryanna – District Wide, 6-12 Identified ESE Summer School Teacher Assistant 5/30/19
Giraldo, Maria – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Goodson, Donna – District Wide, 6-12 Identified ESE Summer School Teacher Assistant 5/30/19

Greenidge, Sharette – District Wide, 6-12 Identified ESE Summer School Teacher Assistant 5/30/19

Grehan, Laurie – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Gomez, Maria – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Hall, Dorothy – District Wide, Voluntary Pre-K Summer School Teacher 6/3/19

Herlan, Kyla – Wabasso, Summer School Teacher Assistant 5/30/19

Henry, Deborah – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Hitchcock, Helen – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Hubbard, Laura – Wabasso, Summer School Teacher Assistant 5/30/19

Johns, Jo An – District Wide, PK-5 Identified ESE Summer School Teacher Assistant 5/30/19

Johnson, Debbie – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Jones, Gloria – District Wide, PK-5 Identified ESE Summer School Teacher Assistant 5/30/19

Jones, Jacquelyn – District Wide, PK-5 Identified ESE Summer School Teacher Assistant 5/30/19

Jones, Sandra – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Keat, Colleen – District Wide, Voluntary Pre-K Summer School Teacher Assistant 6/3/19

King, Summer – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

King, VaShonte – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Lalanne, Lionel – District Wide, 6-12 Identified ESE Summer School Teacher Assistant 5/30/19

Lane, Taylor – District Wide, PK-5 Identified ESE Summer School Teacher Assistant 5/30/19

Lewis, Maximillion – District Wide, 6-12 Identified ESE Summer School Teacher Assistant 5/30/19

Lindahl, Heidi – Wabasso, Summer School Teacher Assistant 5/30/19

Luczak, Laura – District Wide, 6-12 Identified ESE Summer School Teacher Assistant 5/30/19

Marto, Margaret – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

McCombs, Ashley – District Wide, ~~Middle School/High School~~ 6-12 Identified ESE Summer School Teacher Assistant 5/30/19

McFolley, Sherry – District Wide, Grade 3 Reading Summer School Teacher Assistant 5/30/19

Meguín, Linda – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Montgomery, Irma – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Morgan-Baker, Laquetta – District Wide, Voluntary Pre-K Summer School Teacher Assistant 6/3/19

Muir, Darlene – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Newborn, Kimberly – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Noble, Thomasina – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Ortiz, Linda – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Outten, Vandalene – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Phillips, Wendy – Wabasso, Summer School Teacher Assistant 5/30/19

Piliere, Frank – District Wide, 6-12 Identified ESE Summer School Teacher Assistant 5/30/19

Poindexter, Carolyn – District Wide, 6-12 Identified ESE Summer School Teacher Assistant
5/30/19

**Pressley, Natarsha – Food and Nutrition Services, 2019 Summer Food Program
5/31/19**

Reddie, Juliet – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Reynolds, David – District Wide, 6-12 Identified ESE Summer School Teacher Assistant
5/30/19

Ritchie, Carolyn – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Rogers, Joshua – Wabasso, Summer School Teacher Assistant 6/3/19

Roller, Nancy – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Roy-Delapaz, Lucy – District Wide, Step into Kindergarten Summer School Teacher
Assistant 5/31/19

Rush, Jennifer – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Santamaria, Victoria – District Wide, 6-12 Identified ESE Summer School Teacher
Assistant 5/30/19

Santos, Sasha – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

**Schrawder, Clyde – Food and Nutrition Services, 2019 Summer Food Program
5/31/19**

Scott, Glenda – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Shaw, Wanda – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Smith, Rickey – District Wide, PK-5 Identified ESE Summer School Teacher Assistant
5/30/19

**Stephens, Patricia – Food and Nutrition Services, 2019 Summer Food Program
5/31/19**

Stepsis, Jayne – District Wide, 6-12 Identified ESE Summer School Teacher Assistant
5/30/19

Susino, Joseph – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

**Svensen, Jennifer – Food and Nutrition Services, 2019 Summer Food Program
5/31/19**

Tarpley, Valecia – District Wide, 6-12 Identified ESE Summer School Teacher Assistant
5/30/19

Thomas, Dorothy – District Wide, PK-5 Identified ESE Summer School Teacher Assistant
5/30/19

Tookes, Itrelle – District Wide, 6-12 Identified ESE Summer School Teacher Assistant
5/30/19

Tory, Plinie – District Wide, PK-5 Identified ESE Summer School Teacher Assistant 5/30/19

**Varenkamp, Michelle – Food and Nutrition Services, 2019 Summer Food Program
5/31/19**

Vaughn, Heidi – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Vereen, Barbara – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Viamontes, Susan – District Wide, 6-12 Identified ESE Summer School Teacher Assistant
5/30/19

Walker, Julencia – District Wide, PK-5 Identified ESE Summer School Teacher Assistant
5/30/19

Wardlow, Susan – District Wide, 6-12 Identified ESE Summer School Teacher Assistant
5/30/19

Webb, Daisy – Wabasso, Summer School Teacher Assistant 6/3/19

White, Morgan – Wabasso, Summer School Teacher Assistant 5/30/19

**Whitney, Nora – District Wide, PK-5 Identified ESE Summer School Teacher
Assistant 5/31/19**

**Williams, Bobby Jean – Food and Nutrition Services, 2019 Summer Food Program
5/31/19**

**Williams, Shearline – Food and Nutrition Services, 2019 Summer Food Program
5/31/19**

Wolf, Heather – District Wide, 6-12 Identified ESE Summer School Teacher Assistant
5/30/19

Yanok, Diane – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Zita, Vickie – Food and Nutrition Services, 2019 Summer Food Program 5/31/19

Administrative Summer School Employment

Cummings, Chris – Liberty Magnet, North County Summer School Principal 5/30/19

Eberhardt, Keondra – Oslo Middle, South County Summer School Principal 5/30/19

Robinson, Eddie – Sebastian River High, North County Summer School Principal 5/30/19

Serra, Rachel – Osceola Magnet, South County Summer School Principal 5/30/19

SCHOOL DISTRICT OF INDIAN RIVER COUNTY
PESTICIDE APPLICATOR/EQUIPMENT TRANSPORTER
JOB DESCRIPTION

QUALIFICATIONS:

- (1) High school diploma or equivalent.
- (2) Experience in operation of tractor and power mower preferred.
- (3) Valid Florida Department of Agriculture and Consumer Affairs Public Applicator Restricted Pesticide License for structural and lawn ornamental.
- (4) Valid Florida Commercial Driver's License (CDL), Class A, within ninety (90) days of employment.
- (5) Experience in ~~Trapping techniques, handling animals and insects~~ maintaining lawns, shrubbery and trees preferred.
- (6) Experience in Pesticide Application
- (7) Maintain OSHA/EPA Chemical Spill Card.
- (8) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to read, write and speak English. Ability to follow oral and written instructions. Knowledge and skill ~~in in Pesticide application and trapping techniques~~ maintaining lawns, shrubbery and trees. Ability to operate tractor, a power mower and all other vehicles requiring Class A driver's license. Ability to operate a motor vehicle and/or mechanized machinery. Knowledge of safety requirements for equipment used. Knowledge of simple tools used in maintenance and construction.

REPORTS TO:

~~Coordinator, Grounds~~ Custodial-Physical Plant Supervisor-General

JOB GOAL

To provide the effective service delivery of pesticide applications to buildings and grounds so that students and staff can function in a healthy and safe environment.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:**Service Delivery**

- * (1) Select, mix, dilute and apply EPA approved restricted and non-restricted pesticides including but not limited to: insecticides, fungicides and rodenticides in solid, liquid or gaseous states.
- * (2) Communicate both orally and in writing necessary warnings and effects of products and procedures used.

PESTICIDE APPLICATOR (Continued)

- * (3) Operate necessary equipment including motor vehicle, small gasoline sprayer, compressor, and hand pump tanks.
- * (4) Read and comprehend product labels, MSDS, manufacturer instructions, district policies, and communicate to others.
- * (5) Clean, repair and maintain equipment and tools.
- * (6) Demonstrate initiative in the performance of assigned duties.

Employee Qualities/Responsibilities

- * (7) Meet and deal effectively with staff members, students, administrators and other contact persons using tact and good judgment.
- * (8) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- * (9) Ensure adherence to good safety standards.
- * (10) Maintain confidentiality regarding school/workplace matters.
- * (11) Model and maintain high ethical standards.
- * (12) Maintain expertise in assigned area to fulfill position goals and objectives.
- * (13) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.
- * (14) Maintain Rabies Pre-Exposure Prophylaxis Vaccinations and bi-annual Titters.

Inter/Intra-Agency Communication and Delivery

- * (15) Exercise service orientation when working with others.
- * (16) Keep supervisor informed of potential problems or unusual events.
- * (17) Use effective, positive interpersonal communication skills.
- * (18) Respond to inquiries and concerns in a timely manner, coordinate with local and state agencies to verify compliance with regulatory requirements.-

System Support

- * (19) Exhibit interpersonal skills to work as an effective team member.
- * (20) Follow federal and state laws as well as School Board policies, rules and regulations.
- * (21) Demonstrate support for the school district and its goals and priorities.
- * (22) Demonstrate initiative in identifying potential problems or opportunities for improvement.
- * (23) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- * (24) Participate in cross-training activities as required.
Perform other tasks consistent with the goals and objectives of this position.

*Essential Performance Responsibilities

PHYSICAL REQUIREMENTS:

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects.

Work around organophosphates, petrochemicals, pyrethrins, aerosol mists, or nuisance dust categories without hypersensitivity.

Have no medical restrictions relative to blood pressure, pulmonary dysfunction or neurological disorders.

Pass a qualitative and quantitative half mask respirator test.

Maneuver in semi-closed areas such as attics, plenums, crawl spaces and closets.

Have no facial characteristic which would prevent satisfactory face-to-seal fitting or respirator requirements.

PESTICIDE APPLICATOR (Continued)

Job Description Supplement 08

TERMS OF EMPLOYMENT:

Support Personnel Pay Grade ~~129~~ 254 days worked per year (12 months)

EVALUATION:

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

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Audley	Hewitt	TEACHER SCIENCE SENIOR HIGH	ALTERNATIVE CENTER FOR EDUCATI	Annual Contract	Annual Contract
Amanda	Lane	TEACHER DROPOUT PREVENTION SR	ALTERNATIVE CENTER FOR EDUCATI	Annual Contract	Annual Contract
Robert	Mcintosh	TEACHER MATH SR HIGH	ALTERNATIVE CENTER FOR EDUCATI	Probationary Teacher 1st Year	Annual Contract
Windfred	Smith	TEACHER EXCEPTIONAL ED - VE	ALTERNATIVE CENTER FOR EDUCATI	Annual Contract	Annual Contract
Kathleen	Wilson	TEACHER EXCEPTIONAL ED - VE	ALTERNATIVE CENTER FOR EDUCATI	Annual Contract	Annual Contract
Melody	Wright	TEACHER EXCEPTIONAL ED - VE	ALTERNATIVE CENTER FOR EDUCATI	Annual Contract	Annual Contract
Ashley	Bangert	TEACHER GRADE 4	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Julie	Brausam	TEACHER EXCEPTIONAL ED GIFTED	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Megan	Brescia	TEACHER GRADE 4	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Tanya	Brown	TEACHER GRADE 1	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Sarah	Evans	TEACHER KINDERGARTEN	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Kenneth	Fass	TEACHER EXCEPTIONAL ED - VE	BEACHLAND ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Jennifer	Gabbard	READING COACH, ELEMENTARY	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Elvin	Hanna	TEACHER MUSIC ELEMENTARY	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Deborah	Irish	RESOURCE SPECIALIST	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Mary	Jacobs	TEACHER KINDERGARTEN	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Megan	Karwatske	TEACHER GRADE 3	BEACHLAND ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Jena	Masterson	TEACHER GRADE 3	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Britt	Matschner	TEACHER KINDERGARTEN	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Danielle	Mccabe	TEACHER GRADE 5	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Samantha	Mccool	TEACHER GRADE 2	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Cheryl	Miller	TEACHER GRADE 4	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Tina	Newberry	TEACHER GRADE 3	BEACHLAND ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Rebecca	Simon	TEACHER GRADE 1	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Michelle	Stawara	TEACHER GRADE 1	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Christopher	Sweeney	TEACHER ART ELEMENTARY	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Lyle	Van Amburg	TEACHER GRADE 3	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Vienna	Young	TEACHER EXCEPTIONAL ED - VE	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Emily	Addis	TEACHER GRADE 2	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Deborah	Bevan	TEACHER GRADE 3	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Brittany	Boccia	TEACHER GRADE 3	CITRUS ELEMENTARY	Annual Contract	Annual Contract
James	Broxton	TEACHER PHYSICAL EDUCATION ELE	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Marisa	Campbell	TEACHER PHYSICAL EDUCATION ELE	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Tiffany	Carlsen	TEACHER GRADE 3	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Amber	Carney	TEACHER EXCEPTIONAL ED - VE	CITRUS ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Lisa	Decosa	TEACHER EXCEPTIONAL ED - VE	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Julie	Durazzo	TEACHER GRADE 5	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Anna	Ellison	SPEECH & LANGUAGE PATHOLOGIST	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Kaitlin	Embrey	TEACHER GRADE 4	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Jared	Farnsworth	TEACHER GRADE 5	CITRUS ELEMENTARY	Probationary Teacher 1st Year	Annual Contract

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Jessica	Geary	TEACHER EXCEPTIONAL ED - VE	CITRUS ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Traci	Henderson	TEACHER EXCEPTIONAL ED AUTISM	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Kristen	Jones	TEACHER GRADE 1	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Jennifer	Keeler	TEACHER TITLE 1 RESOURCE	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Cassandra	La Ratondo	TEACHER GRADE 4	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Mickeya	Luster	TEACHER GRADE 2	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Julia	Malmquist	TEACHER GRADE 3	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Cynthia	McDonough	TEACHER GRADE 3	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Kelli	Mejia	TEACHER SCH BASED READING STRA	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Kelsey	O'Bee	TEACHER GRADE 5	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Rebecca	O'Donnell	TEACHER, COMBINATION, ELEMENTA	CITRUS ELEMENTARY	Annual Contract	Annual Contract
John	Partlow	TEACHER GRADE 3	CITRUS ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Tammy	Railton	TEACHER EXCEPTIONAL ED - VE	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Micheal	Reed	TEACHER GRADE 5	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Julia	Sabourin	TEACHER GRADE 4	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Ryan	Sandgren	TEACHER EXCEPTIONAL ED AUTISM	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Valerie	Savoie Guerra	TEACHER KINDERGARTEN	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Ainsley	Seeley	TEACHER EXCEPTIONAL ED - VE	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Emily	Smith	TEACHER GRADE 1	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Suzanne	St.Pierre	TEACHER GRADE 3	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Kelly	Vanbuskirk	TEACHER KINDERGARTEN	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Patricia	Wagner	TEACHER GRADE 5	CITRUS ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Taylor	Ward	TEACHER GRADE 2	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Jackie	Zakarian	TEACHER EXCEPTIONAL ED - VE	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Kristine	Burr	CAREER&TECHINAL ED SPECIALIST	CURRICULUM & INSTRUCTIONAL	Annual Contract	Annual Contract
Catherine	Case	TEACHER ESOL	CURRICULUM & INSTRUCTIONAL	Probationary Teacher 1st Year	Annual Contract
Patrick	Hiser	TEACHER ON ASSIGNMENT C/I	CURRICULUM & INSTRUCTIONAL	Annual Contract	Annual Contract
Thomas	Lange	CAREER&TECHINAL ED SPECIALIST	CURRICULUM & INSTRUCTIONAL	Annual Contract	Annual Contract
Frances	McDonough	TCHR ON ASSIGNMENT FOUNDATIONS	CURRICULUM & INSTRUCTIONAL	Annual Contract	Annual Contract
Dana	Rogers	TEACHER ON ASSIGNMENT C/I	CURRICULUM & INSTRUCTIONAL	Annual Contract	Annual Contract
Suzanne	Alker Lang	TEACHER KINDERGARTEN	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Jessica	Cathcart	TEACHER GRADE 5	DODGERTOWN ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Samantha	Collom	TEACHER EXCEPTIONAL ED PK HDC	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Ashley	Dawid	TEACHER PRE-K	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Jennifer	Debenedet	TEACHER GRADE 2	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Jennifer	Degraeve	TEACHER GRADE 1	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Tiffany	Dyer-Rubaszew	TEACHER GRADE 3	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Helena	Grapsy	TEACHER GRADE 3	DODGERTOWN ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Chelsa	Greenberg	TEACHER EXCEPTIONAL ED - VE	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Courtney	Guincho	TEACHER GRADE 1	DODGERTOWN ELEMENTARY	Probationary Teacher 1st Year	Annual Contract

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Pamela	Holley	LIBRARIAN/MEDIA SPEC ELEM	DODGERTOWN ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Raina	Ingrum	TEACHER TITLE 1 RESOURCE	DODGERTOWN ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Kathryn	Kasper	RESOURCE SPECIALIST	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Ljubica	Kolb	TEACHER GRADE 4	DODGERTOWN ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Dayle	Lieberman	SPEECH & LANGUAGE PATHOLOGIST	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Christina	Mackey	TEACHER KINDERGARTEN	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Susan	Maddalon	TEACHER GRADE 4	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Leanne	Marginean	TEACHER GRADE 3	DODGERTOWN ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Ron	Matheny	TEACHER PHYSICAL EDUCATION ELE	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Lori	Melcer	TEACHER KINDERGARTEN	DODGERTOWN ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Tirhon	Parks	TEACHER MUSIC ELEMENTARY	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Cynthia	Runyon	TEACHER GRADE 1	DODGERTOWN ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Hillary	Ryan	TEACHER GRADE 5	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Jessica	Siewerth	TEACHER EXCEPTIONAL ED PK HDC	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Alexandra	Sloan	TEACHER GRADE 4	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Peggy	Stedtler	TEACHER GRADE 3	DODGERTOWN ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Kristi	Sumner	TEACHER GRADE 2	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Denise	Swanigan	MATH COACH	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Rebecca	Vilardi	TEACHER EXCEPTIONAL ED - VE	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Bridget	Halverson	TEACHER EXCEPTIONAL ED VI	ESE SCHOOL WIDE	Annual Contract	Annual Contract
Jean	Holderman	SPEECH & LANGUAGE PATHOLOGIST	ESE SCHOOL WIDE	Annual Contract	Annual Contract
Kristin	Matthews	SPEECH & LANGUAGE PATHOLOGIST	ESE SCHOOL WIDE	Annual Contract	Annual Contract
Terri	Allerton	SPEECH & LANGUAGE PATHOLOGIST	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Veronica	Almeyda	TEACHER GRADE 2	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Sonda	Bachmann	TEACHER ART ELEMENTARY	FELLSMERE ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Catherine	Beck	TEACHER GRADE 5	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Melanie	Belford	TEACHER GRADE 4	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Samantha	Cocchiola	TEACHER GRADE 2	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Chelsea	Daniele	TEACHER GRADE 2	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Nancy	De La Hoz	TEACHER, OTHER ELEMENTARY	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Sara	Dipardo	TEACHER MUSIC ELEMENTARY	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Paula	Essig	MATH COACH	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Alisa	Festagallo	TEACHER GRADE 4	FELLSMERE ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Aleida	Gamez	TEACHER GRADE 5	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Michele	Horton	TEACHER GRADE 2	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Tessa	House	TEACHER GRADE 1	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Sara	Hulings	TEACHER GRADE 1	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Lacy	Hulings	TEACHER PHYSICAL EDUCATION ELE	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Tiffany	Jaffe	TEACHER GRADE 2	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Hannah	Jones	TEACHER GRADE 1	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Melissa	Kurrus	TEACHER GRADE 5	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Angela	Kus	TEACHER GRADE 2	FELLSMERE ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Amanda	Libby	TEACHER GRADE 1	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Melissa	Maldonado	RESOURCE SPECIALIST	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Lillian	Marsiglia	TEACHER GRADE 2	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Meaghan	Morales	TEACHER GRADE 5	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Jessica	Mowery	TEACHER KINDERGARTEN	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Tina	Nolde	TEACHER EXCEPTIONAL ED - VE	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Helen	Reed	TEACHER GRADE 3	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Tania	Ruiz-Freytes	TEACHER KINDERGARTEN	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Amy	Shoemaker	TEACHER GRADE 4	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Brittany	Stolzmann	TEACHER GRADE 3	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Claire	Storts	TEACHER GRADE 4	FELLSMERE ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Nicole	Tessier	TEACHER TITLE 1 RESOURCE	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Denise	Wickham	TEACHER GRADE 4	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Benjamin	Wolfe	TEACHER EXCEPTIONAL ED - VE	FELLSMERE ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Faith	Woods	TEACHER GRADE 3	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Alejandra	Zendejas	TEACHER KINDERGARTEN	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Sara	Zevallos-Gonzalez	TEACHER KINDERGARTEN	FELLSMERE ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Stephen	Brecher	TEACHER ART MIDDLE	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Shannon	Brown	TEACHER LANGUAGE ARTS MIDDLE	GIFFORD MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Carlean	Browning	TEACHER SCIENCE MIDDLE	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Michaela	Brownstein	TEACHER EXCEPTIONAL ED - VE	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Carl	Clemons	TEACHER SOCIAL STUDIES MIDDLE	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Kimeria	Colley	TEACHER READING MIDDLE	GIFFORD MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Jamie	Dean	TEACHER MUSIC MIDDLE	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Nancy	Demeter	TEACHER MATH MIDDLE	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Edouard	Doyen-Jean	TEACHER EXCEPTIONAL ED - VE	GIFFORD MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Maxy	Ellis	TEACHER READING MIDDLE	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Ivonne	Ferraro	GUIDANCE MIDDLE SCHOOL	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Daniel	Greenwood	BAND DIRECTOR - MIDDLE	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Jacquelyn	Jones	TEACHER EXCEPTIONAL ED - VE	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Lisa	Lowrey	TEACHER EXCEPTIONAL ED - VE	GIFFORD MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Quentin	Morgan	TEACHER PHYSICAL EDUCATION MID	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Susanne	Perrino	TEACHER MATH MIDDLE	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Elizabeth	Peterson	TEACHER LANGUAGE ARTS MIDDLE	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Juan	Rojas	TEACHER FOREIGN LANGUAGE, MIDD	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
John	Schwenger	TEACHER MATH MIDDLE	GIFFORD MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Donna	Sherrard	SPEECH & LANGUAGE PATHOLOGIST	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Melissa	Sleeper	TEACHER SCIENCE MIDDLE	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Carol	Taylor	TEACHER READING MIDDLE	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Heather	Van Dyke	TEACHER BUSINESS EDUCATION	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Jeffrey	White	TEACHER EXCEPTIONAL ED - VE	GIFFORD MIDDLE SCHOOL	Annual Contract	Annual Contract
Emily	Barrie	TEACHER KINDERGARTEN	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Mary	Bohen	TEACHER GRADE 3	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Tess	Borengasser	TEACHER GRADE 2	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Amy	Brower	TEACHER KINDERGARTEN	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Jill	Brown	TEACHER GRADE 1	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Lori	Chambers	TEACHER EXCEPTIONAL ED - VE	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Jennifer	Corey	MATH COACH	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Kerrie	Davis	TEACHER GRADE 5	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Julie	Dos Santos	TEACHER GRADE 1	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Cheryl	Durham	TEACHER GRADE 3	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Misty	Harp	TEACHER GRADE 2	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Jasmine	Hernandez	TEACHER GRADE 5	GLENDALE ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Carisa	Jenkins	TEACHER GRADE 3	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Marianne	Jennings	TEACHER GRADE 5	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Rene	Koppelman	READING COACH, ELEMENTARY	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Morgan	Lachman	TEACHER KINDERGARTEN	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Michael	Little	TEACHER MUSIC ELEMENTARY	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Lauryn	Mcdaniel	TEACHER GRADE 1	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Christine	Pelissier	TEACHER EXCEPTIONAL ED - VE	GLENDALE ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Heather	Smith	TEACHER GRADE 5	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Zacheria	Trahan	TEACHER GRADE 4	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Jenna	Valley	TEACHER KINDERGARTEN	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Allison	Biandis	TEACHER GRADE 1	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract
Nicole	Biggs	TEACHER GRADE 5	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract
Amber	Cunningham	TEACHER GRADE 5	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract
Amy	D'Albora	READING COACH, ELEMENTARY	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract
Cynthia	Forbis	TEACHER GRADE 2	INDIAN RIVER ACADEMY	Probationary Teacher 1st Year	Annual Contract
Ashley	Harvey	TEACHER GRADE 1	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract
Elizabeth	Healey	TEACHER ART ELEMENTARY	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract
Brett	Hollinger	TEACHER GRADE 4	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract
Jennifer	Kirk	TEACHER GRADE 5	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract
Mary Kay	Knappman	TEACHER PRE-K	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract
Mckenna	Kunz	TEACHER PHYSICAL EDUCATION ELE	INDIAN RIVER ACADEMY	Probationary Teacher 1st Year	Annual Contract
Kim	Logue	RESOURCE SPECIALIST	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract
Olivia	Mauro	TEACHER KINDERGARTEN	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract
Sonia	Miller	TEACHER GRADE 3	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract
Zahirelie	Ortiz Garcia	TEACHER EXCEPTIONAL ED - VE	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Rachel	Page	TEACHER MUSIC ELEMENTARY	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract
Leo	Vollbracht	TEACHER GRADE 5	INDIAN RIVER ACADEMY	Probationary Teacher 1st Year	Annual Contract
Laura	Weaver	TEACHER GRADE 4	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract
Dawn	Whiting	TEACHER GRADE 3	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract
Lisa	Adams	TEACHER KINDERGARTEN	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Courtney	Antosh	TEACHER GRADE 3	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Autumn	Bias	TEACHER GRADE 5	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Kathryn	Borruso	TEACHER GRADE 1	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Sheri	Burns	TEACHER EXCEPTIONAL ED AUTISM	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Lindsey	Denniston	TEACHER GRADE 3	LIBERTY ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Amy	Getchell	TEACHER GRADE 5	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Tara	Hessberger	TEACHER GRADE 2	LIBERTY ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Elizabeth	Hoag	TEACHER GRADE 3	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Rachel	Homan	TEACHER EXCEPTIONAL ED AUTISM	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Amy	Lehoullier	RESOURCE SPECIALIST	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Lorraine	Miller	TEACHER GRADE 3	LIBERTY ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Kimberly	Morrow	TEACHER KINDERGARTEN	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Debra	Morse	TEACHER GRADE 1	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Tricia	Perakes	TEACHER GRADE 5	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Cortney	Seaman	TEACHER GRADE 1	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Kari	Sindone	TEACHER GRADE 1	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Sherry	St Petery	TEACHER MUSIC ELEMENTARY	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Bethan	Weragoda	TEACHER GRADE 2	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Brittany	Young	TEACHER GRADE 3	LIBERTY ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Rachel	Alexander	TEACHER GRADE 5	OSCEOLA ELEMENTARY	Annual Contract	Annual Contract
Joseph	Antosh	TEACHER GRADE 3	OSCEOLA ELEMENTARY	Annual Contract	Annual Contract
Marianne	Bartholomew	TEACHER GRADE 4	OSCEOLA ELEMENTARY	Annual Contract	Annual Contract
Jill	Birnholz	TEACHER GRADE 3	OSCEOLA ELEMENTARY	Annual Contract	Annual Contract
Emily	Gurklis	TEACHER EXCEPTIONAL ED - VE	OSCEOLA ELEMENTARY	Annual Contract	Annual Contract
Jennifer	Morrow	TEACHER GRADE 4	OSCEOLA ELEMENTARY	Annual Contract	Annual Contract
Kevin	Oberlink	TEACHER GRADE 3	OSCEOLA ELEMENTARY	Annual Contract	Annual Contract
Jill	Osowski	TEACHER GRADE 2	OSCEOLA ELEMENTARY	Annual Contract	Annual Contract
Katharine	Randall	TEACHER EXCEPTIONAL ED - VE	OSCEOLA ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Theresa	Rollins	TEACHER SCH BASED READING STRA	OSCEOLA ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Dolores	Shemo	TEACHER KINDERGARTEN	OSCEOLA ELEMENTARY	Annual Contract	Annual Contract
Courtney	Smith	TEACHER GRADE 2	OSCEOLA ELEMENTARY	Annual Contract	Annual Contract
Kathryn	Woodall	TEACHER GRADE 4	OSCEOLA ELEMENTARY	Annual Contract	Annual Contract
Heather	Young	TEACHER GRADE 2	OSCEOLA ELEMENTARY	Annual Contract	Annual Contract
Jayla	Burson	GUIDANCE MIDDLE SCHOOL	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Cole	Cairl	TEACHER SCIENCE MIDDLE	OSLO MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Kadin	Campbell	TEACHER SOCIAL STUDIES MIDDLE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Robert	Cuddeback	TEACHER SOCIAL STUDIES MIDDLE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Andrew	Fallis	TEACHER SCIENCE MIDDLE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Monica	Godwin	TEACHER LANGUAGE ARTS MIDDLE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Michelle	Hastings	BAND DIRECTOR - MIDDLE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Todd	Holden	TEACHER LANGUAGE ARTS MIDDLE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Lori	Hopkins	LIBRARIAN/MEDIA SPEC MIDDLE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Buckner	Howse	TEACHER MATH MIDDLE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Jordan	Hyde	TEACHER ART MIDDLE	OSLO MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Hillary	Johnston	TEACHER EXCEPTIONAL ED - VE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Susan	Kehoe	TEACHER LANGUAGE ARTS MIDDLE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Amy	Kurth	TEACHER LANGUAGE ARTS MIDDLE	OSLO MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Michael	Martin	TEACHER SOCIAL STUDIES MIDDLE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Schlese	Masterson	TEACHER SCIENCE MIDDLE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Angelique	Nelson-Sodern	TEACHER MATH MIDDLE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Dominick	Piazza	TEACHER SCIENCE MIDDLE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Marsha	Reese	TEACHER TITLE 1 RESOURCE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Lucille	Remy	TEACHER MATH MIDDLE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Aronn	Richardson	TEACHER READING MIDDLE	OSLO MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Robert	Riskin	MATH COACH	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Nena	Rolle	TEACHER LANGUAGE ARTS MIDDLE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Joanna	Roux	TEACHER EXCEPTIONAL ED GIFTED	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Amie	Rutherford	TEACHER TITLE 1 RESOURCE	OSLO MIDDLE SCHOOL	Annual Contract	Annual Contract
Edlyn	Arroyo	TEACHER KINDERGARTEN	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract
Elizabeth	Bakhuizen	TEACHER GRADE 5	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract
Amber	Blankenship	TEACHER GRADE 1	PELICAN ISLAND ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Cynthia	Carlson	MATH COACH	PELICAN ISLAND ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Christine	Cook	RESOURCE SPECIALIST	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract
Vernetta	Crosley	TEACHER, EMOTIONAL/BEHAVIORAL	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract
Michaelann	De Los Santos	TEACHER EXCEPTIONAL ED PK HDC	PELICAN ISLAND ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Rebecca	Deaquair	TEACHER EXCEPTIONAL ED AUTISM	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract
Meghan	Digiacomio	TEACHER GRADE 5	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract
Heidi	Evans	TEACHER MUSIC ELEMENTARY	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract
Margaret	Ganger	LIBRARIAN/MEDIA SPEC ELEM	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract
Diane	Lott	TEACHER EXCEPTIONAL ED PK HDC	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract
Socorro	Luna	TEACHER GRADE 2	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract
Taylor	Maurette	TEACHER GRADE 1	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract
Chantal	Shaw	TEACHER GRADE 2	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract
Sandra	Shulock	TEACHER GRADE 3	PELICAN ISLAND ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Jamie	Stalter	TEACHER, EMOTIONAL/BEHAVIORAL	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Kelsey	Whelan	TEACHER GRADE 4	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract
Suellen	Wright	TEACHER KINDERGARTEN	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract
Crystal	Cade	TEACHER GRADE 4	ROSEWOOD ELEMENTARY	Annual Contract	Annual Contract
Melissa	Carter	TEACHER ART ELEMENTARY	ROSEWOOD ELEMENTARY	Annual Contract	Annual Contract
Mary	Chavers	TEACHER GRADE 1	ROSEWOOD ELEMENTARY	Annual Contract	Annual Contract
Ashley	Duncklee	TEACHER KINDERGARTEN	ROSEWOOD ELEMENTARY	Annual Contract	Annual Contract
Natalie	Ern	TEACHER EXCEPTIONAL ED - VE	ROSEWOOD ELEMENTARY	Annual Contract	Annual Contract
Catlin	Gross	TEACHER GRADE 3	ROSEWOOD ELEMENTARY	Annual Contract	Annual Contract
April	Petrun	TEACHER GRADE 1	ROSEWOOD ELEMENTARY	Annual Contract	Annual Contract
Samantha	Siquig	TEACHER GRADE 3	ROSEWOOD ELEMENTARY	Annual Contract	Annual Contract
Nicole	Srigley	TEACHER GRADE 2	ROSEWOOD ELEMENTARY	Annual Contract	Annual Contract
Megan	Stranzin	TEACHER GRADE 1	ROSEWOOD ELEMENTARY	Annual Contract	Annual Contract
Jeff	Trevisol	TEACHER GRADE 5	ROSEWOOD ELEMENTARY	Annual Contract	Annual Contract
Lori	Vanauken	TEACHER GRADE 2	ROSEWOOD ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Patricia	Vetter	TEACHER GRADE 3	ROSEWOOD ELEMENTARY	Annual Contract	Annual Contract
Leslie	Wallace	TEACHER EXCEPTIONAL ED - VE	ROSEWOOD ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Christina	Watkins	TEACHER GRADE 3	ROSEWOOD ELEMENTARY	Annual Contract	Annual Contract
Michelle	Wensley	TEACHER EXCEPTIONAL ED - VE	ROSEWOOD ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Hillary	Williams	TEACHER GRADE 5	ROSEWOOD ELEMENTARY	Annual Contract	Annual Contract
Andrea	Woodson	TEACHER EXCEPTIONAL EDUCATION	ROSEWOOD ELEMENTARY	Annual Contract	Annual Contract
Treva	Cofer	TEACHER EXCEPTIONAL ED - VE	SEBASTIAN ELEMENTARY	Annual Contract	Annual Contract
Michelle	Dunderdale	MATH COACH	SEBASTIAN ELEMENTARY	Annual Contract	Annual Contract
Patricia	Fuller	TEACHER KINDERGARTEN	SEBASTIAN ELEMENTARY	Annual Contract	Annual Contract
Leslie	Gaughran	SPEECH & LANGUAGE PATHOLOGIST	SEBASTIAN ELEMENTARY	Annual Contract	Annual Contract
Keshia	Halls	TEACHER GRADE 2	SEBASTIAN ELEMENTARY	Annual Contract	Annual Contract
Cheryl	Hoyt	READING COACH, ELEMENTARY	SEBASTIAN ELEMENTARY	Annual Contract	Annual Contract
Audestine	Hudson	TEACHER EXCEPTIONAL ED - VE	SEBASTIAN ELEMENTARY	Annual Contract	Annual Contract
Kathryn	Irwin	TEACHER MUSIC ELEMENTARY	SEBASTIAN ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Kyra	Isler	TEACHER GRADE 2	SEBASTIAN ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Shandreka	James	TEACHER ART ELEMENTARY	SEBASTIAN ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Elizabeth	Shukri	TEACHER GRADE 4	SEBASTIAN ELEMENTARY	Annual Contract	Annual Contract
Anthony	Smith	TEACHER GRADE 1	SEBASTIAN ELEMENTARY	Annual Contract	Annual Contract
Chelsea	Steinhauer	TEACHER EXCEPTIONAL ED - VE	SEBASTIAN ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Lea	Stonom	TEACHER KINDERGARTEN	SEBASTIAN ELEMENTARY	Annual Contract	Annual Contract
Joyce	Vito	TEACHER GRADE 3	SEBASTIAN ELEMENTARY	Annual Contract	Annual Contract
Annette	Waite	TEACHER EXCEPTIONAL ED - SLD	SEBASTIAN ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Melisa	Wimett	TEACHER GRADE 3	SEBASTIAN ELEMENTARY	Annual Contract	Annual Contract
Eric	Boscovich	TEACHER CULINARY ARTS	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Bryan	Bottorff	TEACHER TECHNOLOGY EDUCATION	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Elizabeth	Braaksma	TEACHER LANGUAGE ARTS SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Probationary Teacher 1st Year	Annual Contract

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Cathy	Bradshaw	TEACHER BUSINESS EDUCATION	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
James	Brown	TEACHER FOREIGN LANGUAGE, SR H	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Madison	Cama	GUIDANCE SENIOR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Alison	Camba	TEACHER FOREIGN LANGUAGE, SR H	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Sandra	Celesti	TEACHER MATH SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
James	Deamara	TEACHER LANGUAGE ARTS SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Denise	Deblasio	TEACHER EXCEPTIONAL ED - VE	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Alisha	Dillon	TEACHER FOREIGN LANGUAGE, SR H	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Candace	Fitzgordon	TEACHER MATH SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Probationary Teacher 1st Year	Annual Contract
Eddy	Flores Ramos	TEACHER SCIENCE SENIOR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
David	Frierson	TEACHER SCIENCE SENIOR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Kristin	Gebhardt	TEACHER SOCIAL STUDIES SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Travis	Geer	TEACHER SCIENCE SENIOR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Probationary Teacher 1st Year	Annual Contract
Rosanne	Harrison	TEACHER LANGUAGE ARTS SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Probationary Teacher 1st Year	Annual Contract
Celeste	Howder	TEACHER READING, SENIOR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Michael	Hussey	ROTC INSTRUCTOR	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Nicholas	Jones	ASSISTANT BAND DIRECTOR SHS	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Janice	Kahn	TEACHER EXCEPTIONAL ED - VE	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Deborah	Kelley	TEACHER LANGUAGE ARTS SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Amy	Kolb	TEACHER LANGUAGE ARTS SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Lois	Kramer	TEACHER MATH SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
William	Kulp	TEACHER SOCIAL STUDIES SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Probationary Teacher 1st Year	Annual Contract
James	Landis	ROTC INSTRUCTOR	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Margie	Lewis	TEACHER MATH SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Cormack	Matthews	TEACHER SOCIAL STUDIES SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Kevin	Morris	TEACHER SOCIAL STUDIES SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Jane	Omans	TEACHER LANGUAGE ARTS SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Rose	Parkinson	TEACHER EXCEPTIONAL ED - VE	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
John	Pirone	TEACHER BUSINESS EDUCATION	SEBASTIAN RIVER HIGH SCHOOL	Probationary Teacher 1st Year	Annual Contract
Jeanne	Platt	TEACHER READING, SENIOR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Probationary Teacher 1st Year	Annual Contract
Matthew	Rallo	TEACHER SOCIAL STUDIES SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Kerilyn	Redish	GRADUATION COACH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Regina	Richards	TEACHER EXCEPTIONAL ED - VE	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Robin	Rickert	TEACHER MATH SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Susan	Rouleau	MIGRANT SECONDARY ADVOCATE	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Garrett	Roux	TEACHER TECHNOLOGY EDUCATION	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Martha	Rubio	TEACHER READING, SENIOR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Pamela	Samoska	TEACHER SCIENCE SENIOR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Emily	Secoy	TEACHER SCIENCE SENIOR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Larry	Stanley	TEACHER MUSIC SENIOR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Patrice	Stapleton	TEACHER MATH SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Hector	Torres	TEACHER FOREIGN LANGUAGE, SR H	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Brenda	Truesdale	TEACHER EXCEPTIONAL ED AUTISM	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Susanne	Vaughn	TEACHER BUSINESS EDUCATION	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
William	Wallace	TEACHER SCIENCE SENIOR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Maria	Walsh	TEACHER MATH SR HIGH	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract	Annual Contract
Vanessa	Adams	TEACHER EXCEPTIONAL ED - VE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Amanda	Andrews	TEACHER SCIENCE MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Probationary Teacher 1st Year	Annual Contract
Kim	Auger	TEACHER MATH MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Joshua	Benyola	TEACHER EXCEPTIONAL ED - VE	SEBASTIAN RIVER MIDDLE SCHL	Probationary Teacher 1st Year	Annual Contract
Kasey	Berchtold	TEACHER SOCIAL STUDIES MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
John	Braaksma	TEACHER SOCIAL STUDIES MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Kenneth	Brown	TEACHER SOCIAL STUDIES MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Marcos	Colon Octavian	TEACHER EXCEPTIONAL ED - VE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Cheryl	Crawford	TEACHER COMPUTER EDU, MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Margaret	Dirocco	TEACHER SCIENCE MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Jessica	Doerr	TEACHER EXCEPTIONAL ED - VE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Sharon	Dotson	TEACHER READING MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Timothy	Failla	TEACHER SOCIAL STUDIES MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Dionna	Farmer	TEACHER LANGUAGE ARTS MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Carol	Fontaine	BAND DIRECTOR - MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Julie	Gilmour-Penzo	TEACHER LANGUAGE ARTS MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Probationary Teacher 1st Year	Annual Contract
Tonia	Johnson	TEACHER SCIENCE MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Probationary Teacher 1st Year	Annual Contract
Ethan	Kinkle	TEACHER MUSIC MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Tegre	Layne	TEACHER ART MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Douglas	Moser	TEACHER MUSIC MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Michelle	O'Connell	TEACHER MATH MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Jacquelyn	Ogilvie	TEACHER MATH MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Twila	Patten	TEACHER LANGUAGE ARTS MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Anne	Powell	TEACHER SOCIAL STUDIES MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Desiree	Reyes	ESOL RESOURCE TEACHER	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Bethany	Spagnuolo	TEACHER ART MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Gina	Sultaire	GUIDANCE MIDDLE SCHOOL	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Marie	Taglione	GUIDANCE MIDDLE SCHOOL	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Denise	Tate	TEACHER SOCIAL STUDIES MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Kelsey	Tousignant	TEACHER LANGUAGE ARTS MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Annemarie	White	TEACHER SOCIAL STUDIES MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Erin	York	TEACHER LANGUAGE ARTS MIDDLE	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract	Annual Contract
Katherine	Anderson	TEACHER SOCIAL STUDIES MIDDLE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Sara	Ange	GUIDANCE MIDDLE SCHOOL	STORM GROVE MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Ana	Arce	RESOURCE SPECIALIST	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Bryan	Augenstein	TEACHER PHYSICAL EDUCATION MID	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Bethany	Blume	GUIDANCE MIDDLE SCHOOL	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Sonya	Bradley William	TEACHER READING MIDDLE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Erica	Burney	TEACHER MATH MIDDLE	STORM GROVE MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Jessica	Cox	TEACHER EXCEPTIONAL ED - VE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
John	Deangelis	TEACHER SOCIAL STUDIES MIDDLE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Cindy	Devine	TEACHER EXCEPTIONAL ED - VE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Sean	Dillon	TEACHER SOCIAL STUDIES MIDDLE	STORM GROVE MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Kelsey	Favela	TEACHER LANGUAGE ARTS MIDDLE	STORM GROVE MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Alexandra	Frank	TEACHER SOCIAL STUDIES MIDDLE	STORM GROVE MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Whitney	Green	TEACHER LANGUAGE ARTS MIDDLE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Amber	Greene	TEACHER SCIENCE MIDDLE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Rhaeanna	Harcourt	TEACHER LANGUAGE ARTS MIDDLE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Morgan	Hendrickson	TEACHER PHYSICAL EDUCATION MID	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Evelyn	Herron	TEACHER EXCEPTIONAL ED - VE	STORM GROVE MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Whitney	Hughes	TEACHER SCIENCE MIDDLE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Lesley	Johnson	TEACHER EXCEPTIONAL ED - VE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Bryan	Lee	TEACHER EXCEPTIONAL ED - VE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Lisa	Mangieri	TEACHER MATH MIDDLE	STORM GROVE MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Maria	Nasci	TEACHER LANGUAGE ARTS MIDDLE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Shana	Nathaniel	TEACHER READING MIDDLE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Caitlin	Petrosky	TEACHER READING MIDDLE	STORM GROVE MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Julie	Powell	TEACHER MATH MIDDLE	STORM GROVE MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Amanda	Sartain	TEACHER ART MIDDLE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Danyelle	Sessoms	LIBRARIAN/MEDIA SPEC MIDDLE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Zachary	Sibley	TEACHER MATH MIDDLE	STORM GROVE MIDDLE SCHOOL	Probationary Teacher 1st Year	Annual Contract
Stephanie	Smeltzer	TEACHER EXCEPTIONAL ED - VE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Tara	Smith	TEACHER LANGUAGE ARTS MIDDLE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Sean	Srigley	BAND DIRECTOR - MIDDLE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Vicki	Supernaw Von	TEACHER SCIENCE MIDDLE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Heidi	Sutherland	TEACHER SOCIAL STUDIES MIDDLE	STORM GROVE MIDDLE SCHOOL	Annual Contract	Annual Contract
Anitra	Cummings	TEACHER ON ASSIGN STAFF DEV	TEACHER CERT/STAFF DEVELOPMENT	Annual Contract	Annual Contract
Nichole	Garrick	TEACHER ON ASSIGN STAFF DEV	TEACHER CERT/STAFF DEVELOPMENT	Probationary Teacher 1st Year	Annual Contract
Mary	Bray	TEACHER GRADE 5	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Betty	Bucaccio	TEACHER GRADE 1	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Jessica	Cantlon	READING COACH, ELEMENTARY	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Anita	Colon	TEACHER GRADE 2	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Jennifer	D'Alessandro	TEACHER GRADE 2	TREASURE COAST ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Roxanne	Decker	RESOURCE SPECIALIST	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Theresa	Eure	TEACHER GRADE 4	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Gayle	Green	TEACHER GRADE 2	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Michelle	Keyser	TEACHER KINDERGARTEN	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Jessica	Kirk	TEACHER GRADE 1	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Christina	Koehler	TEACHER TITLE 1 RESOURCE	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Ashley	Kohlstedt	MATH COACH	TREASURE COAST ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Casey	Lathero	TEACHER GRADE 3	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Claudia	Luna	TEACHER KINDERGARTEN	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Sydney	Mackey	TEACHER GRADE 5	TREASURE COAST ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Crosbie	Moore	TEACHER GRADE 3	TREASURE COAST ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Rebecca	Palmer	TEACHER KINDERGARTEN	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Samantha	Pope	TEACHER GRADE 5	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Kate	Pratt	TEACHER PHYSICAL EDUCATION ELE	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Deanne	Puglise	TEACHER KINDERGARTEN	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Stacy	Ramos	TEACHER GRADE 4	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Angel	Solomon	TEACHER GRADE 4	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Gina	Trilla	TEACHER, OTHER ELEMENTARY	TREASURE COAST ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Jena	Webster	TEACHER GRADE 1	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Kathleen	Wood	TEACHER GRADE 3	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Cecelia	Meeks	TEACHER ADULT EDUCATION	Treasure Coast Technical College	Annual Contract	Annual Contract
Tracy	Mitchell	TEACHER ADULT EDUCATION	Treasure Coast Technical College	Annual Contract	Annual Contract
Brian	Mosblech	TEACHER TECHNOLOGY EDUCATION	Treasure Coast Technical College	Probationary Teacher 1st Year	Annual Contract
Cynthia	Pless	TEACHER ADULT EDUCATION	Treasure Coast Technical College	Annual Contract	Annual Contract
Judith	Tersillo-Bracke	TEACHER ADULT EDUCATION	Treasure Coast Technical College	Probationary Teacher 1st Year	Annual Contract
Elizabeth	Barth	TEACHER GRADE 1	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Summer	Beare	TEACHER GRADE 4	VERO BEACH ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Nicole	Benson	TEACHER GRADE 3	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Cari	Berwick	TEACHER GRADE 5	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Rosemary	Brecher	TEACHER EXCEPTIONAL ED PK HDC	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Keanna	Bucknor	TEACHER GRADE 1	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Summer	Byers	TEACHER EXCEPTIONAL ED - VE	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Taylor	Caldwell	TEACHER GRADE 4	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Patti	Canevari	TEACHER GRADE 2	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Chelsea	Castillo	TEACHER GRADE 3	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Patricia	Cisneros	TEACHER GRADE 2	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Shawn	Conway	TEACHER GRADE 5	VERO BEACH ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Sarah	Erickson	SPEECH & LANGUAGE PATHOLOGIST	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Katelyn	Fiori	TEACHER GRADE 4	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Elizabeth	Gonzalez	TEACHER GRADE 1	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Vanessa	Gonzalez	TEACHER KINDERGARTEN	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Stacy	Kastner	TEACHER EXCEPTIONAL ED - VE	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Sharon	Keeley	TEACHER TITLE 1 RESOURCE	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Harvey	Lee	TEACHER PHYSICAL EDUCATION ELE	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Kimberly	Lubin	TEACHER, OTHER ELEMENTARY	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Diane	Marine	SPEECH & LANGUAGE PATHOLOGIST	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Amanda	Martin	TEACHER KINDERGARTEN	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Katrina	Mcmenamy	TEACHER MUSIC ELEMENTARY	VERO BEACH ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Colleen	Mulcahy-Ladyz	TEACHER EXCEPTIONAL ED PK HDC	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Heather	Nesbitt	TEACHER GRADE 2	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Darrae	Norling	TEACHER ART ELEMENTARY	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Jayde	Norwood	TEACHER GRADE 3	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Ataaba	Patterson	TEACHER, OTHER ELEMENTARY	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Daphne	Patterson	TEACHER GRADE 5	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Kiandre'A	Pound	TEACHER GRADE 2	VERO BEACH ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Jennifer	Riddick	TEACHER, OTHER ELEMENTARY	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Laura	Rochon	TEACHER GRADE 5	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Cindy	Sims	TEACHER GRADE 2	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Jessica	Singewald	TEACHER GRADE 2	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Christine	Swink	TEACHER GRADE 4	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Sarah	Van Brimmer	TEACHER SCH BASED READING STRA	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Suheil	Vega - Rodrigu	TEACHER KINDERGARTEN	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Christa	Wade	TEACHER GRADE 5	VERO BEACH ELEMENTARY	Probationary Teacher 1st Year	Annual Contract
Kimberly	Wauters	TEACHER EXCEPTIONAL ED - VE	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Crystal	Whitney	RESOURCE SPECIALIST	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Heather	Bell	TEACHER FOREIGN LANGUAGE, SR H	VERO BEACH HIGH - FLC	Annual Contract	Annual Contract
Alexander	Chopie	TEACHER SCIENCE SENIOR HIGH	VERO BEACH HIGH - FLC	Annual Contract	Annual Contract
Meghan	Coffey	TEACHER LANGUAGE ARTS SR HIGH	VERO BEACH HIGH - FLC	Annual Contract	Annual Contract
Jamie	Conner	TEACHER LANGUAGE ARTS SR HIGH	VERO BEACH HIGH - FLC	Annual Contract	Annual Contract
Chance	Cowan	TEACHER SCIENCE SENIOR HIGH	VERO BEACH HIGH - FLC	Annual Contract	Annual Contract
Carolina	Davila	TEACHER FOREIGN LANGUAGE, SR H	VERO BEACH HIGH - FLC	Probationary Teacher 1st Year	Annual Contract
Mariann	Davis	GUIDANCE SENIOR HIGH	VERO BEACH HIGH - FLC	Annual Contract	Annual Contract
Tracey	Dribben	TEACHER MATH SR HIGH	VERO BEACH HIGH - FLC	Probationary Teacher 1st Year	Annual Contract
Gabrielle	Fischer	TEACHER SCIENCE SENIOR HIGH	VERO BEACH HIGH - FLC	Probationary Teacher 1st Year	Annual Contract
Emily	Gouge	TEACHER SCIENCE SENIOR HIGH	VERO BEACH HIGH - FLC	Annual Contract	Annual Contract
Jodi	Hargreaves	TEACHER EXCEPTIONAL ED - VE	VERO BEACH HIGH - FLC	Annual Contract	Annual Contract
Demarcus	Harris	TEACHER PHYSICAL EDUCATION, SR	VERO BEACH HIGH - FLC	Annual Contract	Annual Contract
Kimberley	Modesitt	TEACHER ART SENIOR HIGH	VERO BEACH HIGH - FLC	Annual Contract	Annual Contract
Kristin	Neff	TEACHER PHYSICAL EDUCATION, SR	VERO BEACH HIGH - FLC	Annual Contract	Annual Contract
Marcela	Ochacher	TEACHER ESOL	VERO BEACH HIGH - FLC	Probationary Teacher 1st Year	Annual Contract
Kelly	Potter	TEACHER FOREIGN LANGUAGE, SR H	VERO BEACH HIGH - FLC	Annual Contract	Annual Contract

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Carmine	Remy	ESOL RESOURCE TEACHER	VERO BEACH HIGH - FLC	Probationary Teacher 1st Year	Annual Contract
Lugene	Ross	TEACHER MATH SR HIGH	VERO BEACH HIGH - FLC	Annual Contract	Annual Contract
Valery	Sommers	TEACHER LANGUAGE ARTS SR HIGH	VERO BEACH HIGH - FLC	Probationary Teacher 1st Year	Annual Contract
Kelli	Stewart	TEACHER SOCIAL STUDIES SR HIGH	VERO BEACH HIGH - FLC	Annual Contract	Annual Contract
Sharon	Stonecipher	RESOURCE SPECIALIST	VERO BEACH HIGH - FLC	Annual Contract	Annual Contract
Katelyn	Surette	TEACHER SCIENCE SENIOR HIGH	VERO BEACH HIGH - FLC	Probationary Teacher 1st Year	Annual Contract
Brittany	Wood	TEACHER BUSINESS EDUCATION	VERO BEACH HIGH - FLC	Probationary Teacher 1st Year	Annual Contract
Stephen	Adams	TEACHER SCIENCE SENIOR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Carrie	Adams	TEACHER LANGUAGE ARTS SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Kristin	Ashcroft	TEACHER FOREIGN LANGUAGE, SR H	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Andrea	Baena	TEACHER MATH SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Salvatore	Boccia	TEACHER SOCIAL STUDIES SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Peter	Bosgraaf	TEACHER MUSIC SENIOR HIGH	VERO BEACH HIGH SCHOOL	Probationary Teacher 1st Year	Annual Contract
Nichole	Bott	TEACHER ART SENIOR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
James	Bowes	TEACHER SOCIAL STUDIES SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Jeffrey	Bush	TEACHER TECHNOLOGY EDUCATION	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Stephen	Byrd	TEACHER EXCEPTIONAL ED - VE	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Brandi	Byrd	TEACHER MATH SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Danielle	Castillo	TEACHER EXCEPTIONAL ED - VE	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Amy	Coonce	TEACHER ART SENIOR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Daniel	Dickens	TEACHER MATH SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Christopher	Fonehouse	TEACHER SOCIAL STUDIES SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Jeffrey	Goff	TEACHER EXCEPTIONAL ED - VE	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Juana	Gonzalez	TEACHER FOREIGN LANGUAGE, SR H	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Lisa	Groody	TEACHER LANGUAGE ARTS SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Danielle	Haddad	GUIDANCE SENIOR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Krista	Harmon	TEACHER LANGUAGE ARTS SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Michael	Johnson	TEACHER SOCIAL STUDIES SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
David	Johnston	TEACHER SOCIAL STUDIES SR HIGH	VERO BEACH HIGH SCHOOL	Probationary Teacher 1st Year	Annual Contract
Stacie	Lembcke	TEACHER EXCEPTIONAL ED - VE	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Robert	Leslie	TEACHER SOCIAL STUDIES SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
John	Martin	TEACHER SCIENCE SENIOR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Caroline	Maschhoff	TEACHER HEALTH OCCUPATIONS	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Nicole	Mosblech	TEACHER SCIENCE SENIOR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Diego	Pasca	TEACHER LANGUAGE ARTS SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Mitzi	Plunkett	TEACHER READING, SENIOR HIGH	VERO BEACH HIGH SCHOOL	Probationary Teacher 1st Year	Annual Contract
Jeremy	Pohl	TEACHER SOCIAL STUDIES SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Jennifer	Potter	TEACHER LANGUAGE ARTS SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Beth	Ratliff	TEACHER BUSINESS EDUCATION	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Valerie	Roberts	TEACHER MATH SR HIGH	VERO BEACH HIGH SCHOOL	Probationary Teacher 1st Year	Annual Contract

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Amy	Russell	TEACHER LANGUAGE ARTS SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Elaine	Sauerman	TEACHER READING, SENIOR HIGH	VERO BEACH HIGH SCHOOL	Probationary Teacher 1st Year	Annual Contract
Lisa	Scardino	TEACHER MATH SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Melissa	Seiler	TEACHER LANGUAGE ARTS SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Ann	Staszewski	TEACHER HEALTH OCCUPATIONS	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Rachel	Swallow	TEACHER EXCEPTIONAL ED - VE	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Emily	Trahan	TEACHER FOREIGN LANGUAGE, SR H	VERO BEACH HIGH SCHOOL	Probationary Teacher 1st Year	Annual Contract
James	Welsh	TEACHER EXCEPTIONAL ED - VE	VERO BEACH HIGH SCHOOL	Probationary Teacher 1st Year	Annual Contract
Damion	Whitsett	TEACHER PHYSICAL EDUCATION, SR	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Natira	Williams	TEACHER LANGUAGE ARTS SR HIGH	VERO BEACH HIGH SCHOOL	Probationary Teacher 1st Year	Annual Contract
Robert	Wood	TEACHER TECHNOLOGY EDUCATION	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Holly	Wood	TEACHER LANGUAGE ARTS SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Allison	Wright	TEACHER SCIENCE SENIOR HIGH	VERO BEACH HIGH SCHOOL	Probationary Teacher 1st Year	Annual Contract
Kenneth	Zeigler	TEACHER SOCIAL STUDIES SR HIGH	VERO BEACH HIGH SCHOOL	Annual Contract	Annual Contract
Douglas	Bonney	TEACHER EXCEPTIONAL ED - VE	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract	Annual Contract
Eugene	Hanley	TEACHER EXCEPTIONAL ED - VE	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract	Annual Contract
Alyssa	Hartmann	TEACHER EXCEPTIONAL ED - VE	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract	Annual Contract
Vanessa	Lugones	TEACHER EXCEPTIONAL ED - VE	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract	Annual Contract
Tara	Mcfarlane	TEACHER EXCEPTIONAL ED - VE	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract	Annual Contract
Michelle	Mckenna	TEACHER EXCEPTIONAL ED - VE	WABASSO SCHOOL FOR EXCEPTIONAL	Probationary Teacher 1st Year	Annual Contract
Maeghan	Mclaughlin	TEACHER EXCEPTIONAL ED - VE	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract	Annual Contract
Lauren	Neely	TEACHER EXCEPTIONAL ED - VE	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract	Annual Contract
Kelley	Rowe	TEACHER EXCEPTIONAL ED - VE	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract	Annual Contract
Jennifer	Schneller	SPEECH & LANGUAGE PATHOLOGIST	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract	Annual Contract
Sharette	Greenidge	ESE TEACHER ASSISTANT 6-21	ALTERNATIVE CENTER FOR EDUCATI	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
John	Russell	TEACHER ASSISTANT, OTHER BASIC	ALTERNATIVE CENTER FOR EDUCATI	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Ramon	Balaguer	CUSTODIAN - REGULAR	BEACHLAND ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Robert	Boone	HEAD CUSTODIAN I	BEACHLAND ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Lasedric	Chaney	CUSTODIAN - REGULAR	BEACHLAND ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Mineka	Johnson	HEALTH ASSISTANT 1	BEACHLAND ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Nancy	Saldana	STUDENT MONITOR	BEACHLAND ELEMENTARY	Annual Contract	Annual Contract
Ruth	Santiago	TEACHER ASSISTANT - ESOL ELEME	BEACHLAND ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Carol	Smykowski	MEDIA CENTER ASSISTANT, ELEMEN	BEACHLAND ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Beverly	Addison	CAFETERIA COOK	BEACHLAND ELEMENTARY FOOD SERV	Annual Contract	Annual Contract
Megan	Cooney	CAFETERIA WORKER	BEACHLAND ELEMENTARY FOOD SERV	Annual Contract	Annual Contract
Alma	Cavazos	FISCAL SPECIALIST I	BUSINESS & FINANCE	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Morgan	Chasteen	ESE TEACHER ASSISTANT 6-21	CITRUS ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Kelly	Collucci	ESE TEACHER ASSISTANT 6-21	CITRUS ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Louise	Contrera	STUDENT MONITOR	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Sindy	Lavergne	TEACHER ASSISTANT - ESOL ELEME	CITRUS ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Leann	Marchman	ESE TEACHER ASSISTANT 6-21	CITRUS ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Kimberley	Morgan	ESE TEACHER ASSISTANT 6-21	CITRUS ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Gerardine	Offutt	STUDENT MONITOR	CITRUS ELEMENTARY	Annual Contract	Annual Contract
Sandra	Peters	SECRETARY I	CITRUS ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Richard	Peterson	ESE TEACHER ASSISTANT 6-21	CITRUS ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Matthew	Dewey	CAFETERIA COOK	CITRUS ELEMENTARY FOOD SERVICE	Annual Contract	Annual Contract
Zuleica	Adarmes	SECRETARY II - 12 MONTH	CURRICULUM & INSTRUCTIONAL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Jasmine	Anderson	STUDENT MONITOR	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Claudia	Gonzalez	ESE TEACHER ASSISTANT 6-21	DODGERTOWN ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Michael	Laporta	STUDENT MONITOR	DODGERTOWN ELEMENTARY	Annual Contract	Annual Contract
Amanda	Laporta	MEDIA CENTER ASSISTANT, ELEMEN	DODGERTOWN ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Susan	Long	ESE TEACHER ASSISTANT 6-21	DODGERTOWN ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Renea	Thomas	TEACHER ASSISTANT TITLE I ELEM	DODGERTOWN ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Carol	Flynn	CAFETERIA WORKER	DODGERTOWN ELEMENTARY FOOD SERVICE	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Juliet	Reddie	CAFETERIA WORKER	DODGERTOWN ELEMENTARY FOOD SERVICE	Annual Contract	Annual Contract
Joann	Pagano	ESE JOB COACH	ESE SCHOOL WIDE	Annual Contract (3rd Yr)	Continuous Employment
Latasha	Freeze	HEALTH ASSISTANT 1	FELLSMERE ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Daisy	Rios	SECRETARY I	FELLSMERE ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Claudia	Rodriguez	TEACHER ASSISTANT, PRE-K	FELLSMERE ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Efrain	Rodriguez Delgado	CUSTODIAN - REGULAR	FELLSMERE ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Carolina	Rojas	TEACHER ASSISTANT - ESOL ELEME	FELLSMERE ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Lori	Santella	STUDENT MONITOR	FELLSMERE ELEMENTARY	Annual Contract	Annual Contract
Vicky	Zamarripa	CHILD DEVELOPMENT ASSOCIATE	FELLSMERE ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Brittany	Bulson	CAFETERIA WORKER	FELLSMERE ELEMENTARY FOOD SERVICE	Annual Contract	Annual Contract
Sandra	Coy	CAFETERIA WORKER	FELLSMERE ELEMENTARY FOOD SERVICE	Annual Contract	Annual Contract
Summer	King	CAFETERIA COOK	FELLSMERE ELEMENTARY FOOD SERVICE	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
James	Edwards	CAFETERIA MANAGER TRAINEE	FOOD SERVICE	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Susan	Iglesias Reguey	ACCOUNTS PAYABLE CLERK FOOD SE	FOOD SERVICE	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Breno	Marinez	FNS TRADES TECHNICIAN	FOOD SERVICE	Annual Contract (3rd Yr)	Annual Contract (3rd Yr)
Blanca	Orozco	FOOD SERVICE APPLICATION CLERK	FOOD SERVICE	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Liliana	Barrett	TEACHER ASSISTANT - ESOL MIDDL	GIFFORD MIDDLE SCHOOL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Paula	Dudley	SENIOR SECRETARY I GUIDANCE	GIFFORD MIDDLE SCHOOL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Johnathan	Hills	CUSTODIAN - REGULAR	GIFFORD MIDDLE SCHOOL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Gloria	Jones	ESE TEACHER ASSISTANT 6-21	GIFFORD MIDDLE SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
Griselda	Armas	TEACHER ASSISTANT, PRE-K	GLENDALE ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Donna	Jackowski	STUDENT MONITOR	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Margaret	Marto	CAFETERIA WORKER	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Andrea	Mezzina	SCHOOL COMPTR LAB ASSISTANT	GLENDALE ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Barbara	Noite	STUDENT MONITOR	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Sally	Serra	SECRETARY I	GLENDALE ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Audrey	Stutzman	CAFETERIA WORKER	GLENDALE ELEMENTARY	Annual Contract	Annual Contract
Nancy	York	CUSTODIAN - REGULAR	GLENDALE ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Joselyn	DomBek	SECRETARY II INTERNAL SVS 12MO	HUMAN RESOURCES DEPARTMENT	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Danielle	Howard	PERSONNEL RECORDS SPECIALIST	HUMAN RESOURCES DEPARTMENT	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Melissa	Maglio	SWITCHBOARD OPERATOR/RECEPTION	HUMAN RESOURCES DEPARTMENT	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Joanna	Sutriasa	EMPLOYMENT TECHNICIAN	HUMAN RESOURCES DEPARTMENT	Annual Contract (3rd Yr)	Continuous Employment
Cassandra	Coppola	ESE TEACHER ASSISTANT 6-21	INDIAN RIVER ACADEMY	Annual Contract (3rd Yr)	Continuous Employment
Eric	Gamez	SCHOOL COMPTR LAB ASSISTANT	INDIAN RIVER ACADEMY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Rizwana	Hussain	ESE TEACHER ASSISTANT 6-21	INDIAN RIVER ACADEMY	Annual Contract (3rd Yr)	Continuous Employment
Debbie	Loucks	HEALTH ASSISTANT 1	INDIAN RIVER ACADEMY	Annual Contract (3rd Yr)	Continuous Employment
Katherine	Moniz	STUDENT MONITOR	INDIAN RIVER ACADEMY	Annual Contract	Annual Contract
Randy	Odom	BEHAVIOR SUPPORT TECHNICIAN	INDIAN RIVER ACADEMY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Mary	Alford	CAFETERIA WORKER	INDIAN RIVER ACADEMY FOOD SERV	Annual Contract	Annual Contract
Kim	Black	STUDENT MONITOR	LIBERTY ELEMENTARY	Annual Contract	Annual Contract
Jamie	Lunsford	MEDIA CENTER ASSISTANT, ELEMEN	LIBERTY ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Laquetta	Morgan Baker	HEALTH ASSISTANT 2	LIBERTY ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Vilma	Suarez	CUSTODIAN - REGULAR	LIBERTY ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Dylan	West	SCHOOL COMPTR LAB ASSISTANT	LIBERTY ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Kathleen	Wood	ESE TEACHER ASSISTANT 6-21	LIBERTY ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Kellie	Chase	SECRETARY I	OSCEOLA ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Mark	Duffany	SCHOOL COMPTR LAB ASSISTANT	OSCEOLA ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Mari	Foster	ESE TEACHER ASSISTANT 6-21	OSCEOLA ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
John	Grove	STUDENT MONITOR	OSCEOLA ELEMENTARY	Annual Contract	Annual Contract
Susan	Lotz	STUDENT MONITOR	OSCEOLA ELEMENTARY	Annual Contract	Annual Contract
Douglas	Ness	CUSTODIAN - REGULAR	OSCEOLA ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Jean	Jourdain	CAFETERIA WORKER	OSCEOLA MAGNET FOOD SERVICE	Annual Contract	Annual Contract
Lamario	Broxton	TEACHER ASSISTANT	OSLO MIDDLE SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
April	Gehrke	SWITCHBOARD OPERATOR/RECEPTION	OSLO MIDDLE SCHOOL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Kenneth	Giorgio	CUSTODIAN - REGULAR	OSLO MIDDLE SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
Sherrie	Mcgary	TEACHER ASSISTANT	OSLO MIDDLE SCHOOL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Brendan	O'Brien	CUSTODIAN - REGULAR	OSLO MIDDLE SCHOOL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Darlene	Muir	CAFETERIA WORKER	OSLO MIDDLE SCHOOL FOOD SERV	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Nancy	Roller Sanchez	CAFETERIA WORKER	OSLO MIDDLE SCHOOL FOOD SERV	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Sasha	Santos Quinon	CAFETERIA WORKER	OSLO MIDDLE SCHOOL FOOD SERV	Annual Contract	Annual Contract
Dana	Sevcik	CAFETERIA WORKER	OSLO MIDDLE SCHOOL FOOD SERV	Annual Contract	Annual Contract
Barbara	Campbell	HEALTH ASSISTANT 2	PELICAN ISLAND ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Elizabeth	Driscoll	STUDENT MONITOR	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract
Rochelle	Gale	STUDENT MONITOR	PELICAN ISLAND ELEMENTARY	Annual Contract	Annual Contract
Donna	Lacey	MEDIA CENTER ASSISTANT, ELEMEN	PELICAN ISLAND ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Tracie	Lavalley	HEAD CUSTODIAN I	PELICAN ISLAND ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Giuseppina	Ruggeri	CHILD DEVELOPMENT ASSOCIATE	PELICAN ISLAND ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Yalonda	Snyder	ESE TEACHER ASSISTANT 3-5	PELICAN ISLAND ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Jaquelyn	Solis	ESE SELF-CARE AIDE	PELICAN ISLAND ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Samuel	Bell Jr	AIR CONDITIONING/REFRIG MECHAN	PHYSICAL PLANT	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Michael	Brothers	PLANT OPERATOR	PHYSICAL PLANT	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Barry	Deem	PLANT OPERATOR	PHYSICAL PLANT	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Richard	Hamilton	INDOOR AIR QUALITY TECHNICIAN	PHYSICAL PLANT	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Wyatt	Kilpatrick	GENERAL MAINTENANCE WORKER	PHYSICAL PLANT	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
David	Koekkoek	ELECTRICIAN	PHYSICAL PLANT	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Brian	Murano	PLUMBER	PHYSICAL PLANT	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Peter	Santillo	AIR CONDITIONING/REFRIG MECHAN	PHYSICAL PLANT	Annual Contract (3rd Yr)	Continuous Employment
Frank	Stanco	HEAD CUSTODIAN II	PHYSICAL PLANT	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Nicholas	Vasilas	ELECTRICIAN	PHYSICAL PLANT	Annual Contract (3rd Yr)	Continuous Employment
Roger	Klippel	PRINTER	PURCHASING/WAREHOUSE	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Kathaleen	Ross	RECORDS SPECIALIST	PURCHASING/WAREHOUSE	Annual Contract (3rd Yr)	Continuous Employment
Elizabeth	Smith	SECRETARY II INTERNAL SVS 12MO	PURCHASING/WAREHOUSE	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Luis	Escala	CUSTODIAN - REGULAR	ROSEWOOD ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Jessica	Morgan	STUDENT MONITOR	ROSEWOOD ELEMENTARY	Annual Contract	Annual Contract
Tracy	Friel	CAFETERIA WORKER	ROSEWOOD MAGNET FOOD SERVICE	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Helen	Bissell-Reiff	STUDENT MONITOR	SEBASTIAN ELEMENTARY	Annual Contract	Annual Contract
Jean	Jules	CUSTODIAN - REGULAR	SEBASTIAN ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Ebony	Moody	HEALTH ASSISTANT 1	SEBASTIAN ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Donna	Ross	TEACHER ASSISTANT TITLE I ELEM	SEBASTIAN ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Catherine	Scott	ESE SELF-CARE AIDE	SEBASTIAN ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Cheree	Shelly	SECRETARY I	SEBASTIAN ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Ronald	Smith	SCHOOL COMPTR LAB ASSISTANT	SEBASTIAN ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Wanda	Ford	CAFETERIA WORKER	SEBASTIAN ELEMENTARY FOOD SERV	Annual Contract	Annual Contract
Mary	Putney	CAFETERIA WORKER	SEBASTIAN ELEMENTARY FOOD SERV	Annual Contract	Annual Contract
Debra	Young	CAFETERIA WORKER	SEBASTIAN ELEMENTARY FOOD SERV	Annual Contract	Annual Contract
Paula	Chalker	CAFETERIA WORKER	SEBASTIAN RIVER HIGH FOOD SERV	Annual Contract	Annual Contract
Kim	Damiano	CAFETERIA WORKER	SEBASTIAN RIVER HIGH FOOD SERV	Annual Contract	Annual Contract
Mary	Dotsey	CAFETERIA WORKER	SEBASTIAN RIVER HIGH FOOD SERV	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Ashley	Ausby	CUSTODIAN - REGULAR	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Bryant	Belli	CUSTODIAN - REGULAR	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Amanda	Chase	ESE TEACHER ASSISTANT 6-21	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
Ruben	Long	CUSTODIAN - REGULAR	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
Laura	Luczak	ESE TEACHER ASSISTANT 6-21	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
James	Lunsford	Security Monitor II	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
Melinda	Ritchey	SWITCHBOARD OPERATOR/RECEPTION	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
Brittany	Sanders	CUSTODIAN - REGULAR	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Terri	Wagner	ESE TEACHER ASSISTANT 6-21	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Ebony	Williams	SWITCHBOARD OPERATOR/RECEPTION	SEBASTIAN RIVER HIGH SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
Crystal	Molnar	CAFETERIA WORKER	SEBASTIAN RIVER MID FOOD SERV	Annual Contract	Annual Contract
Linda	Ortiz	CAFETERIA WORKER	SEBASTIAN RIVER MID FOOD SERV	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Luz	Leon	CUSTODIAN - REGULAR	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Ashley	Mccombs	ESE TEACHER ASSISTANT 6-21	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract (3rd Yr)	Continuous Employment
Bianca	Rucker	ESE TEACHER ASSISTANT 6-21	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Rhondonnette	Tory	ESE TEACHER ASSISTANT 6-21	SEBASTIAN RIVER MIDDLE SCHL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Shari	Gozlan	CAFETERIA WORKER	STORM GROVE FOOD SERVICE	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Laurie	Grehan	CAFETERIA WORKER	STORM GROVE FOOD SERVICE	Annual Contract	Annual Contract
Shearline	Williams	CAFETERIA WORKER	STORM GROVE FOOD SERVICE	Annual Contract	Annual Contract
Francheska	Fernandez	HEALTH ASSISTANT 2	STORM GROVE MIDDLE SCHOOL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Christine	Hannigan	SENIOR SECRETARY I	STORM GROVE MIDDLE SCHOOL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Ada	Hermoza-Ross	TEACHER ASSISTANT - ESOL MIDDLE	STORM GROVE MIDDLE SCHOOL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
John	Hughes III	CUSTODIAN - REGULAR	STORM GROVE MIDDLE SCHOOL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Alejandro	Mejia Duarte	CUSTODIAN - REGULAR	STORM GROVE MIDDLE SCHOOL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Elba	Mendez	CUSTODIAN - REGULAR	STORM GROVE MIDDLE SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
Paul	Anderson	BUS DRIVER	TRANSPORTATION	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Nikkita	Auguste	BUS ASSISTANT	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Joann	Baker	BUS ASSISTANT	TRANSPORTATION	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Melissia	Beatty	BUS DRIVER	TRANSPORTATION	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Ronald	Blank	BUS DRIVER	TRANSPORTATION	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Lawrence	Boswell	BUS DRIVER	TRANSPORTATION	Annual Contract (3rd Yr)	Continuous Employment
Denise	Carn	BUS ASSISTANT	TRANSPORTATION	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Safawa	Clarke	BUS DRIVER	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Khawndice	Colley	BUS DRIVER	TRANSPORTATION	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Brandy	Cummings	BUS ASSISTANT	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Charles	Cypress	BUS DRIVER	TRANSPORTATION	Annual Contract (3rd Yr)	Continuous Employment
Tanya	Freckleton	BUS DRIVER	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Christine	Gasek	BUS DRIVER	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Nancy	Giaccio	BUS DRIVER	TRANSPORTATION	Annual Contract (3rd Yr)	Continuous Employment
John	Gove	BUS DRIVER	TRANSPORTATION	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Parissa	Green	BUS ASSISTANT	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Patreece	Green	BUS DRIVER	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Jack	Hudson	MECHANIC	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Jamethia	Jenkins-Stinson	BUS DRIVER	TRANSPORTATION	Annual Contract (3rd Yr)	Continuous Employment
Andrea	Jones	BUS DRIVER	TRANSPORTATION	Annual Contract (3rd Yr)	Continuous Employment
Patricia	Kaufmann	BUS DRIVER	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Annette	Lee	BUS ASSISTANT	TRANSPORTATION	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Kathy	Moore	BUS DRIVER	TRANSPORTATION	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)

First Name	Last Name	Position	Facility	Current Contract	Recommendation
John	Moore	MECHANIC	TRANSPORTATION	Annual Contract (3rd Yr)	Continuous Employment
Franzy	Nelson	BUS DRIVER	TRANSPORTATION	Annual Contract (3rd Yr)	Continuous Employment
Sylphida	Ovil	BUS DRIVER	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Wilma	Pascascio	BUS ASSISTANT	TRANSPORTATION	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Peter	Pollock	MECHANIC	TRANSPORTATION	Annual Contract (3rd Yr)	Continuous Employment
Miriam	Poskanzer	BUS DRIVER	TRANSPORTATION	Annual Contract (3rd Yr)	Continuous Employment
Janice	Robinson	BUS DRIVER	TRANSPORTATION	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Kimberly	Saunders	BUS DRIVER	TRANSPORTATION	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Brandy	Sears	BUS DRIVER	TRANSPORTATION	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Delvin	Session	BUS DRIVER	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Gwendolyn	Sheppard	BUS ASSISTANT	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Linda	Simmons	BUS ASSISTANT	TRANSPORTATION	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Autraya	Stinson	BUS DRIVER	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Jimmie	Streeter	MECHANIC	TRANSPORTATION	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Janis	Streeter	BUS ASSISTANT	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Robert	Sullivan	BUS DRIVER	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Robert	Szoyka	BUS DRIVER	TRANSPORTATION	Annual Contract (3rd Yr)	Continuous Employment
Anthonette	Traino	BUS DRIVER	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
John	Williams	BUS DRIVER	TRANSPORTATION	Annual Contract (3rd Yr)	Continuous Employment
Mark	Witkowski	BUS DRIVER	TRANSPORTATION	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Yolanda	Woods	BUS ASSISTANT	TRANSPORTATION	Annual Contract (3rd Yr)	Continuous Employment
Lisa	Freeman Roma	STUDENT MONITOR	TREASURE COAST ELEMENTARY	Annual Contract	Annual Contract
Heather	Hastings	ESE TEACHER ASSISTANT 6-21	TREASURE COAST ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Maurine	Horne	SECRETARY I	TREASURE COAST ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Roger	Jeune	CUSTODIAN - REGULAR	TREASURE COAST ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Liza	Colon	HEALTH ASSISTANT 2	VERO BEACH ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Leah	Cromie	ESE TEACHER ASSISTANT 6-21	VERO BEACH ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Anjelica	Fonseca	STUDENT MONITOR	VERO BEACH ELEMENTARY	Annual Contract	Annual Contract
Samantha	Glickstein	ESE TEACHER ASSISTANT 6-21	VERO BEACH ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Kim	Hawkins	ESE TEACHER ASSISTANT 6-21	VERO BEACH ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Zachary	Huber	TEACHER ASSISTANT TITLE I ELEM	VERO BEACH ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Janelle	Lewis	ESE SELF-CARE AIDE	VERO BEACH ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Latasha	Mccombs	MEDIA CENTER ASSISTANT, ELEMEN	VERO BEACH ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Sara	Milliman	SECRETARY I	VERO BEACH ELEMENTARY	Annual Contract (3rd Yr)	Continuous Employment
Miguel	Ruiz	CUSTODIAN - REGULAR	VERO BEACH ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Carmen	Singh	TEACHER ASSISTANT TITLE I ELEM	VERO BEACH ELEMENTARY	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Jonathan	Vargas	ESE TEACHER ASSISTANT 6-21	VERO BEACH ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Nancy	Wood	ESE TEACHER ASSISTANT 6-21	VERO BEACH ELEMENTARY	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Thomasina	Noble	CAFETERIA COOK	VERO BEACH ELEMENTARY FOOD SER	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Willie	Deberry	CUSTODIAN - REGULAR	VERO BEACH HIGH - FLC	Annual Contract (3rd Yr)	Continuous Employment

First Name	Last Name	Position	Facility	Current Contract	Recommendation
Kristen	Howell	SECRETARY I	VERO BEACH HIGH - FLC	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Allyson	Jankowski	SECRETARY I	VERO BEACH HIGH - FLC	Annual Contract (3rd Yr)	Continuous Employment
Brandi	Mcdonough	ESE TEACHER ASSISTANT 6-21	VERO BEACH HIGH - FLC	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Pamela	Mckenzie	CAFETERIA WORKER	VERO BEACH HIGH FOOD SERVICE	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Regina	Wallace	CAFETERIA WORKER	VERO BEACH HIGH FOOD SERVICE	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Joseph	Andrus	CUSTODIAN - REGULAR	VERO BEACH HIGH SCHOOL	Annual Contract (1st Yr)	Annual Contract (1st Yr)
Sophia	Bauders	Security Monitor II	VERO BEACH HIGH SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
Maria	Berkowitz	CUSTODIAN - REGULAR	VERO BEACH HIGH SCHOOL	Annual Contract (1st Yr)	Annual Contract
Kenneth	Colao	ESE TEACHER ASSISTANT 6-21	VERO BEACH HIGH SCHOOL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Gina	Dipasquale	Security Monitor II	VERO BEACH HIGH SCHOOL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Ola	Doby	CUSTODIAN - REGULAR	VERO BEACH HIGH SCHOOL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Jeffery	Forbus	HEALTH ASSISTANT 3	VERO BEACH HIGH SCHOOL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Donna	Goodson	ESE TEACHER ASSISTANT 6-21	VERO BEACH HIGH SCHOOL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Candice	Kendziorski	SENIOR SECRETARY I	VERO BEACH HIGH SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
Lionel	Lalanne	TEACHER ASSISTANT - ESOL SR HI	VERO BEACH HIGH SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
Taylor	Lane	BEHAVIOR SUPPORT TECHNICIAN	VERO BEACH HIGH SCHOOL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Maximillion	Lewis	Security Monitor II	VERO BEACH HIGH SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
Neysa	Rivero Mosteir	CUSTODIAN - REGULAR	VERO BEACH HIGH SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
Moraima	Rivero Mosteir	CUSTODIAN - REGULAR	VERO BEACH HIGH SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
Jayne	Stepsis	ESE TEACHER ASSISTANT 6-21	VERO BEACH HIGH SCHOOL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Johnny	Taylor	Security Monitor II	VERO BEACH HIGH SCHOOL	Annual Contract (3rd Yr)	Continuous Employment
Rebecca	Turner	SENIOR SECRETARY I	VERO BEACH HIGH SCHOOL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Midiam	Velez	TEACHER ASSISTANT - ESOL SR HI	VERO BEACH HIGH SCHOOL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Diane	Alvey	ESE TEACHER ASSISTANT 6-21	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract (1st Yr)	Annual Contract (1st Yr)
Heidi	Brauer	ESE TEACHER ASSISTANT 6-21	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Joann	Caldara	ESE TEACHER ASSISTANT 6-21	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
Redina	Crain	ESE TEACHER ASSISTANT 6-21	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Ashley	Deloatche	BEHAVIOR SUPPORT TECHNICIAN	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Kyla	Herlan	ESE TEACHER ASSISTANT 6-21	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract (3rd Yr)	Continuous Employment
David	Reynolds	ESE TEACHER ASSISTANT 6-21	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract (3rd Yr)	Continuous Employment
Joshua	Rogers	ESE SELF-CARE AIDE	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract (2nd Yr)	Annual Contract (3rd Yr)
April	Taylor	ESE JOB COACH	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Susan	Wardlow	BEHAVIOR SUPPORT TECHNICIAN	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Daisy	Webb	HEALTH ASSISTANT 3	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)
Morgan	White	ESE TEACHER ASSISTANT 6-21	WABASSO SCHOOL FOR EXCEPTIONAL	Annual Contract (1st Yr)	Annual Contract (2nd Yr)

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COLLEGIATE HIGH SCHOOL/DUAL
ENROLLMENT AGREEMENT

Indian River State College
And
The School Board of Indian River
County, Florida

Whereas Florida Statute 1007.273 requires the Florida College System (FCS) institutions to establish a collegiate high school program for students in every school district in the Colleges' designated service area, the **District Board of Trustees for Indian River State College**, hereinafter referred to as the **TRUSTEES**, and the **School Board of Indian River County, Florida**, hereinafter referred to as the **BOARD**, have made the following determinations:

- A) Terms of this Agreement shall commence July 1, 2019 or on the last date approved by either party, whichever is later and end June 30, 2020 unless terminated as hereinafter provided. Thereafter, a new contract will be established each year that will be in effect between July 1 – June 30.
- B) Indian River State College will develop a schedule of dual enrollment courses available on its campus, online, and, when possible, on high school campuses.
- C) As part of its Collegiate High School program, IRSC will work closely with each school district in its service area to provide students with the opportunity to earn industry certifications while simultaneously participating in dual enrollment programs that lead to immediate employment upon graduation of high school or support the continuation of a post-secondary program at the associate or baccalaureate level.
- D) As required by Section 1007.273, The TRUSTEES and the BOARD will establish a collegiate high school program that will serve 11th and 12th grade students for at least one full school year and will provide the opportunity to earn CAPE industry certifications and successfully complete 30 credit hours through the dual enrollment program toward the first year of college for an associate degree or a baccalaureate degree while enrolled in the collegiate high school program.
- E) Students who wish to participate in the collegiate high school program, must participate simultaneously in both a CAPE industry certification program and dual enrollment. Students who are dual enrolled but not working toward a CAPE industry certification are considered dual enrollment students but not collegiate high school students.
- F) Students participating in the collegiate high school program are required by Section 1007.273 to *enter into a student performance contract, which must be signed by each participating student, the parent, a representative of the school district, and a representative of Indian River State College.*

- G) Upon request, Indian River State College will provide college readiness resources and professional development training to secondary level teachers to support students who wish to participate in dual enrollment but lack the requirements to do so.
- H) Annual meetings shall take place between representatives from both institutions to review this Agreement to assure both parties that it continues to serve their mutual interests and provide student opportunities.
- I) Either party shall have the right to terminate this Agreement by delivery of written notice to the other party not less than ninety (90) days prior to the effective date of said termination.
- J) The parties through this Agreement recognize that as provided under Section 1007.271, F.S., Section 1007.273 F.S. and SBE Rule 6A-14.064, accelerated mechanisms such as dual enrollment/early college and advanced (college-level) instructional programs are available for qualified students from the School District to enhance learning opportunities and are required to be made available for those students. Per Section 1007.273 F.S. qualified high school students will be permitted to participate in no fewer than 30 college credit hours and may participate in the dual enrollment program to the extent of earning an associate degree, not to exceed 60 credit hours without the written approval of a school district official.
- K) The parties will utilize existing articulation agreements as provided in Section 1007.271, F.S., section 1007.273, F.S. SBE Rule 6A-14.064,
1. College Credit Dual Enrollment
2. Vocational Credit Dual Enrollment
- L) Per Section 1007.271 (21), and Section 1007.273. F.S. the BOARD shall pay the standard tuition rate per credit hour from funds provided in the Florida Education Finance Program to Indian River State College (IRSC) for instruction taking place on any IRSC campus to cover instructional and support costs incurred by the College. For 2019-2020 the standard college credit tuition rate at a Florida College System institution is \$71.98 per credit hour or \$2.33 per vocational clock hour. On-line dual enrollment courses which originate at an IRSC campus and are taught by IRSC faculty are subject to this provision.
- M) Indian River State College will bill the school district for dual enrollment courses taken by high school students on IRSC campuses. The College will invoice for the total number of credits taken by high school students during the Fall and Spring semesters. There will be no billing for dual enrollment courses conducted during the summer semesters.

- N) The College's invoice for dual enrollment will itemize the following information:
- Student's name;
 - Prefix and title of dual enrollment course;
 - Name of School;
 - Number of credits;
 - Total number of credits for all students, and;
 - Total amount due.
- O) A post-secondary institution may enter into an agreement with the school district to authorize teachers who teach dual enrollment courses at the high school site or the post-secondary institution.
- P) A school district may not deny a student access to dual enrollment unless the student is ineligible to participate in the program subject to provisions specifically outlined in this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. Ratification of Existing Agreements: All existing collegiate high school program agreements between the TRUSTEES and the BOARD are hereby modified to conform to the terms of this agreement.

ARTICLE II. Program Description: In accordance with Section 1007.271, F.S., Section 1007.273, SBE Rule 6A-14.064, the dual enrollment program is the enrollment of an eligible secondary student in a post-secondary course creditable toward both high school completion and a career certificate or high school completion and an associate degree. Dual enrollment, an articulated accelerated mechanism offered jointly by the TRUSTEES and the BOARD, shall broaden the scope of curricular options available to students and increase the depth of study available for a particular subject by offering college credit and post-secondary vocational courses to eligible high school students as provided in the Dual Enrollment Agreement. Stipulations regarding course content, program requirements, student evaluation, faculty credentials, college environment, and strategic planning for dual enrollment courses are covered in SBE Rule 6A-14.064 adopted by the State Board of Education and included as an appendix to this Agreement, along with the Florida Department of Education Dual Enrollment Equivalency Course list website link. The BOARD recognizes that IRSC is not obligated to offer any course on the FLDOE Dual Enrollment Equivalency list but that this list is used to determine eligible courses.

Section 1007.271, F.S. requires school districts to "weigh Dual Enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation, weighting systems that discriminate against dual enrollment courses are prohibited."

Course Lists: Any college credit course comprising 3 credits or higher and/or any vocational clock hour course comprising 75 hours or higher that is listed in the Statewide Course Numbering System (SCNS) for postsecondary credit can be considered for Dual Enrollment. Courses that meet high school graduation requirements are listed in the FLDOE DUAL ENROLLMENT EQUIVALENCY LIST. All high schools shall accept these post-secondary courses toward meeting the requirements of Section 1003.43, F.S.

Physical Education, College Preparatory courses, and private music lessons are excluded from this Agreement. Any changes necessary during the academic year will be mutually agreed upon by the articulation representatives of Indian River State College and the School District. Approval of courses for dual enrollment does not guarantee applicability toward satisfaction of eligibility requirements for Florida Bright Futures scholarships. Those requirements should be checked with the Bright Futures Office.

Course Credit: According to Section 1007.271 (21), F.S., students who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours, after school hours, and during the summer. Students who complete a three (3), four (4), or five (5) credit dual enrollment course at IRSC with a passing grade will earn at least one-half (1/2) credit in the designated subject towards the high school diploma unless credit is otherwise assigned by the FLDOE DUAL ENROLLMENT EQUIVALENCY LIST.

College Guidance:

- 1) Dual enrollment students will be assigned an IRSC advisor during their first term of enrollment. They will meet with their advisor to create an advising plan based upon their academic and career goals. This plan will then be used by the student and the high school counselor in subsequent semesters to determine appropriate dual enrollment courses to be taken.
- 2) Dual enrollment students will be able to access their Guided Pathway/Academic Plan online via their My Pioneer Portal, where it can also be utilized to search for available classes each semester.
- 3) This plan will ensure that dual enrollment students remain "on-track" for a college degree. High school counselors are responsible for ensuring that all applicable high school graduation requirements are met with the exception of courses dropped without notification to the counselor.
- 4) Dual enrollment students complete the registration process by selecting appropriate college classes, in consultation with their high school counselor and their assigned college advisor, based upon their individualized advising plan. Upon selection of the classes, they may register online, and submit the Dual Enrollment Registration Form (IRSC68) with appropriate signatures to any IRSC campus. Submission of this form ensures that applicable fees for approved courses are exempted.

- 5) IRSC provides high school counselors with online access to:
- The student's advising plan
 - Transcript of grades
 - Student degree audit, test scores and placement values
 - Academic planning comments
 - Student class schedule
 - Email links to the student's IRSC counselor/advisor
 - Electronic notification of student withdrawals and drops from IRSC Dual Enrollment classes.

Notice to Participate: Students, parents, and school counselors will be notified by IRSC on the opportunities to participate in Dual Enrollment classes by:

- 1) Providing information sessions to be held at all IRSC campuses during the Spring semester of each academic year.
- 2) The Office of Enrollment Management at IRSC, Campus Provost, or other IRSC representatives visiting each high school to provide enrollment support and information to the high school guidance counselors.
- 3) Enrollment Management coordinating efforts to answer questions, provide materials, and direct inquiries from students and parents interested in dual enrollment.
- 4) Information will be available to students and parents informing them of the student options to participate in dual enrollment.
- 5) Hosting a guidance counselor conclave in the fall or spring semester each year to update and inform area high school counselors of dual enrollment opportunities for students as well as other opportunities at IRSC.

Student Eligibility and Access:

- 1) Be enrolled as a student in a Florida public or nonpublic secondary school (grades 11-12), or in a home education program.
- 2) Have a minimum of a 3.0 unweighted GPA for college credit courses and a minimum of 2.0 unweighted GPA for technical education clock hour courses.
- 3) Have completed 4 high school courses.
- 4) Must achieve a minimum score on the P.E.R.T., a common placement test pursuant to Rule 6A-14.064, Florida Administrative Code. Students may substitute the appropriate scores from a state-approved standardized test such as the ACT or SAT to qualify for specific college credit dual enrollment courses.
 - i. SAT College Credit Course Placement exams taken after March 1, 2016 require the following:
 - A score of 25 or higher on the Writing & Language Subtest and a score of 24 or higher on the Reading subtest for College English Placement

- A score of 24 or higher on the Math subtest for College Math Placement
- ii. SAT College Credit Course Placement exams taken before March 1, 2016 require the following:
 - A score of 440 or higher on the Reading subtest for College English Placement
 - A score of 440 or higher on the Math subtest for College Math Placement
 - iii. ACT College Credit Course Placement exams taken before require the following:
 - A score of 17 or higher on the English subtest and a score of 19 or higher on the Reading subtest for College English Placement
 - A score of 19 or higher on the Math subtest for College Math Placement

Current ACT and SAT scores for college level readiness are located at the following IRSC webpage:

<http://www.irsc.edu/uploadedFiles/Admissions/AssessmentServices/Placement-Information-For-PERT-CPT-ACT-SAT.pdf>

(Scores are subject to change based on state-approved standards. Dual enrollment students are encouraged to take the PERT exam at local school district sites.)

- 5) Must complete dual enrollment application/permission forms with all appropriate signatures.
- 6) Must complete course registration forms with all appropriate signatures.
- 7) Must complete any applicable vocational assessment (i.e. TABE).
- 8) Meet any additional eligibility criteria specified by the post-secondary institution in the Dual Enrollment Articulation Agreement.
- 9) Cannot be scheduled to graduate prior to the completion of the dual enrollment course. Graduation in this context means satisfy FLDOE graduation requirements to be eligible to earn a standard high school diploma (i.e.) If a student completes FLDOE graduation requirements at the end of fall semester, the student is not eligible to dual enroll in the spring.
- 10) Students with a GPA lower than the requirements stated may enroll in dual enrollment classes pending documentation of approval from school district officials and the college approved representative.
 - a. Exceptions to the GPA requirement may be granted by an IRSC Dean/Provost/IRSC Approved Representative upon the recommendation of the high school guidance counselor.
 - b. The decision will be based on high school justification, the academic rigor of the course, placement scores, and other academic history.
 - c. Effective with the Spring 2016 semester, new dual enrollment associate in arts degree-seeking students are required to complete SLS1101-Student Success during their first semester of attendance.

An unweighted high school GPA of 3.0 and a 106 or higher Reading PERT score is needed to participate in this course. All new (first time) dual enrollment Vocational or Clock hour students are not required to take SLS1101.

- 11) Students who have accumulated twelve (12) college credit hours and have not yet demonstrated proficiency in all of the basic competency areas of reading, writing, and mathematics must be advised in writing by the School District of the requirements for associate degree completion and the state university admission, including information about future financial aid eligibility and the potential costs of accumulating excessive college credit, as outlined in Section 1009.286, F.S.

Student Support: High school counselors and IRSC educational service staff members will work together to ensure that each student meets the academic eligibility requirements for dual enrollment courses. High school guidance counselors are responsible for assisting the student to identify college courses that also meet high school graduation requirements; see Dual Enrollment Course Offerings on the IRSC Dual Enrollment Page at the college website:

<https://www.irsc.edu/uploadedFiles/Programs/DualEnrollment/dual-enrollment-courses.pdf>

Student Standards of Conduct (From IRSC's Student Handbook):

The College looks upon its students as mature individuals at an age of responsibility for their own actions. The following regulations were designed by the students, staff, and faculty in order to insure compliance with state and county laws and to promote the safe, efficient operation of the College. Violations of these regulations will be referred to the Vice President of Student Affairs for appropriate action, which may include a Student Affairs Committee. Failure to respond to a summons by letter, telephone call, or message delivered by an IRSC employee concerning a matter of conduct is considered a violation of the student code of conduct. (See Administration of Student Discipline, page 55.)

IRSC Board Policy Number 6Hx11-7.24 Student Standards of Conduct

Any student who accepts the privilege of enrollment at Indian River State College is deemed to have given his or her consent to adhere to the policies of the College and the laws of the State of Florida. Students shall conduct themselves in a manner compatible with the College's function as an educational institution.

Student Standards of Conduct are applicable on campus, at off campus locations or activities, and while using College facilities or equipment. Each student shall assume responsibility for familiarity with College policies and agree to the highest moral and ethical standards of conduct including, but not limited to the following:

- To uphold and abide by all College policies and procedures including those of the Campus Coalition Government;
- To respect each student's right to learn in all educational environments;
- To participate and contribute to class discussions and activities to the best of his or her ability;

- To make responsible use of all College facilities and equipment including electronic communications with faculty, staff, and other students;
- To demonstrate respect towards faculty, staff, administrators, and other persons employed by the College;
- To respect instructor grading policies and to adhere to the highest standards of academic honesty;
- To acknowledge and comply with reasonable requests for student assistance or service by College personnel whenever possible;
- To extend courtesy, integrity, and good citizenship to all individuals at the College;
- To refrain from engaging in activities or conduct that might discredit or disrupt the College or its employees, students, and visitors.

Misconduct for which students are subject to discipline falls into the following categories:

- A. Dishonesty, such as cheating, plagiarism, or knowingly furnishing false information to the College.
- B. Forgery, alteration, or misuse of College documents, records, or identification.
- C. Obstruction or disruption of teaching, research, administration of disciplinary procedures, or other College activities, including its public service functions, or conduct which threatens or endangers the health or safety of any such persons.
- D. Theft or damage to property of the College or of a member of the College community or campus visitor.
- E. Unauthorized entry to or use of College facilities.
- F. Violation of College policies or of campus regulations including campus regulations concerning the registration of student organizations; the use of College facilities; or the time, place, and manner of public expressions.
- G. Consumption, use, possession, distribution or involvement with alcohol, illegal drugs or substances, (e.g. heroin, cocaine, LSD, barbiturates, hallucinogenic, narcotics, marijuana) or presence when/ where these substances are being used or consumed.
- H. Disorderly conduct or lewd, indecent, or obscene conduct or expression on College-owned property or at College-supervised functions.
- I. Failure to comply with directions of College officials acting in the performance of their duties.
- J. Conduct which adversely affects the student's suitability as a member of the academic community. Students who aid others in disciplinary infractions are also subject to disciplinary action.
- K. Acts of sexual assault/battery (rape) or other forms of sexual misconduct, including harassment, exploitation, intimidation, or coercion.

IRSC Enrollment & Student Services will:

- 1) Make sure dual enrollment students are properly identified as such in the IRSC registration system.
- 2) Ensure that an individualized student success plan is developed and implemented for each dual enrollment student.
- 3) Provide ongoing advisement to students regarding their progression in College courses and programs.
- 4) Provide the school district with the student's grades at the end of the term electronically through the state FASTER system.
- 5) Provide Dual Enrollment students with the use of all of IRSC academic support resources. Students are encouraged to utilize services such as: Career & Transfer Center Planning, Academic Support Centers (ASC), and Libraries.
- 6) Students may also access the IRSC website for detailed information on degrees, programs, and resources.

Student Records: The parties may provide personally identifiable student records to each other in the performance of this agreement. Such records are provided pursuant to Section 1002.22, F.S., and 20 U.S.C.A. 1232g. Each party further agrees to comply with Section 1002.22, F.S., and 20 U.S.C.A. 1232g, including but not limited to provisions related to confidentiality, access, consent, length of retention and security of student records.

Instructional Quality and Evaluation: The TRUSTEES shall accept the responsibility for all courses and certification of faculty as prescribed in SBE Rule 6A-14.064 Credit Dual Enrollment and by the Southern Association of Colleges and Schools Commission on College's Principles of Accreditation.

- 1) In all cases, faculty must meet IRSC faculty credentialing criteria based on SACSCOC Guidelines. These IRSC criteria apply to all faculty teaching post-secondary courses regardless of the physical location of the course being taught.
 - a. IRSC at the request of high school principal/designee will work together to identify for dual enrollment courses. The adjunct faculty certification process must be completed by August 1st to be eligible to teach for the Fall Semester and by November 1st to be eligible for the Spring Semester. Each prospective teacher must complete the steps of the adjunct faculty certification process. High school site dual enrollment instructors must contact IRSC instructional dean/designee to inquire about additional training sessions required for specific disciplines.
 - b. Additional training is required for SLS1101 instructors.
- 2) Indian River State College, as the post-secondary institution awarding credit, shall ensure that all faculty teaching dual enrollment courses meet these qualifications. All instructors must be certified by the TRUSTEES.
- 3) If the parties agree to utilize instructors employed by the BOARD, those instructors shall meet the same IRSC certification qualifications as other

- instructors employed by the TRUSTEES.
- 4) IRSC and the School District shall collaborate to ensure full compliance with all IRSC faculty certification procedures, and SACSCOC Principles of Accreditation.
 - 5) The President or designee, for the TRUSTEES, shall assign the instructors for all classes offered in accordance with this agreement.
 - 6) A passing grade in a dual enrollment course indicates mastery of the performance standards for the course.
 - 7) Those classes offered in a high school setting will maintain a collegial atmosphere with minimum interruptions in instructional time as established by SBE Rule 6A-14.064.
 - a. Service region public school districts are approved to offer up to four (4) dual enrollment courses and four (4) sections of that dual enrollment course at high school site within an academic year. IRSC discipline instructional deans and/or provost will have the authority to override course limit if requested by school district designee and must be approved by SACSCOC if thresholds are met. Each additional course must be approved by the Office of Articulation and Partnerships, to ensure that sites do not exceed course and section limits.
 - b. Secondary schools must submit course request to IRSC instructional Dean and/or Provost office(s) being considered to take place on high school sites. A list of provost/instructional dean contact information is listed in the DE Administration Handbook.
 - 8) IRSC and secondary schools shall collaborate to ensure full compliance with SACSCOC standard regarding the number of college credit courses which may be offered on a high school site prior to seeking substantive change approval.
 - a. IRSC instructional deans/designee must be granted unrestricted unannounced access to high school dual enrollment classes to observe the quality of instruction but must check in upon arrival during the school day and notify administration.
 - 9) IRSC shall provide all instructors teaching dual enrollment courses with the approved course plans, syllabi, course objectives, learning outcomes assessments, and final exams.
 - 10) All instructors teaching dual enrollment courses shall provide a copy of the course syllabus to the appropriate IRSC Department Chair or Academic Dean prior to the start of each term.
 - 11) All adjunct faculty teaching dual enrollment courses shall be provided with electronic access to the IRSC Adjunct Faculty Handbook and IRSC Student Handbook.
 - 12) Secondary schools that do not have a signed dual enrollment agreement with IRSC cannot offer dual enrollment courses/labs. A student enrolled in such classes/labs will not receive credit from IRSC.

Responsibilities:

- 1) Students enrolled in dual enrollment classes in accordance with this

- Agreement are exempt from payment of registration, matriculation, and laboratory fees.
- 2) Insurance fees will be paid by the student unless BOARD provides appropriate insurance for coverage.
 - 3) Each student is responsible for his/her own transportation to and from dual enrollment classes.
 - 4) The President or designee for the TRUSTEES shall have the responsibility for selection of textbook and courses materials in accordance with this Agreement.
 - 5) The BOARD is responsible for providing instructional materials used in courses offered in accordance with this Agreement. The President or designee for the TRUSTEES and the Superintendent or designee, for the BOARD, shall mutually approve and agree upon procedures and conditions for the purchase, resale, and any reimbursement for instructional materials.
 - 6) All textbooks and reusable course materials become property of the BOARD at the end of the course and must be returned to the school by the student using the course materials. Materials not returned in a timely manner may result in a student fine and delay of receiving new semester materials.
 - 7) The TRUSTEES shall issue payment for instructional time rendered by an instructor employed by the TRUSTEES and in accordance with the current AAUP contract.
 - 8) The BOARD shall be responsible for payment of instructors employed by the BOARD for courses offered in accordance with this agreement.
 - 9) Class size, locations and time of course offerings will be approved by the President or designee, for the TRUSTEES.
 - 10) Academic policies including grading, course withdrawals and repeats, and attendance will be in accordance with the College Catalog for Indian River State College, SBE Rule 6A-14.064.
 - a. School District advisors/counselors and IRSC advisors/counselors will work collaboratively to ensure students' dual enrollment registration eligibility.
 - 11) Students and parents shall sign acknowledgement of the following college course-level expectations:
 - a. Students must register for courses by the deadline established by the school district. Registration deadlines by the school district, however, cannot exceed the last date of registration allowed by IRSC. School districts without established deadlines shall use IRSC's established deadlines.
 - b. Any letter grade below a "C" will not count as credit toward satisfaction of the requirements of SBE Rule 6A-10.030 F.A.C.; however, all grades are calculated into a student's GPA and will appear on the college transcript.
 - c. All grades, including "W" for withdrawal, become part of the student's permanent college transcript and may affect subsequent post-secondary admission.
 - d. Students who do not receive a passing grade for a course or who

- receive a grade of "W" according to the college, may retake the course at their own expense only.
- e. College course materials and class discussions may reflect topics not typically included in secondary courses. College courses will not be modified to accommodate variations in student's age and/or maturity.
 - f. Courses will be selected to meet degree/certificate requirements in order to minimize student and state costs for excess hours.
 - g. Students who withdraw from a course, or fail a course, cannot take additional dual enrollment classes until they have retaken and completed the course, or an alternative course jointly agreed upon by the student and high school guidance counselor at their own expense or during the summer when no tuition is charged to the school district. Dual enrollment students must present a high school approval form to their college instructor before a college instructor will withdraw a student. Dual enrollment students must also adhere to all of the College's withdraw procedures including talking with their instructor before withdrawing from a course.
 - i. Students who withdraw/fail a course two consecutive times will only be eligible to attempt dual enrollment courses during the summer semesters until course(s) are successfully completed.
 - h. First time dual enrollment students cannot participate in more than two, 3-credit courses during their first semester. One of the two courses must be SLS1101.
 - ii. Students will be limited to a maximum of 60 credit hours of dual enrollment. These hours will be monitored and enforced by the school district. At the request of the school district, official exceptions can be made for students pursuing their associate degree or certificate. A request must be made in writing from a school district official. Requests must be sent to IRSC's Vice President of Enrollment & Student Services. Course(s) approved must be creditable toward high school completion and associate degree or certificate.
 - i. Students recommended for expulsion and are assigned to an alternative school setting are ineligible for dual enrollment while attending the assigned alternative school. Students enrolled in dual enrollment courses prior to an assignment at a dual enrollment school can complete their dual enrollment course(s) but cannot enroll in additional classes as previously described.
 - j. Secondary schools must notify IRSC's Vice President of Enrollment & Student Services if one of their students has been expelled.
 - k. Indian River State College must notify the appropriate school district if a dual enrollment student is expelled from the College.
 - l. Dual enrollment students are expected to contact their instructor if they are having challenges in a specific course. As such, the student, and not a parent or guardian, should address concerns, complaints and challenges.

- 12) Grades awarded by IRSC are not subject to change by the BOARD or its representatives, including a "W". State Board Rule 6A-1.09941, F.A.C., *State Uniform Transfer of High School Credits*, establishes uniform procedures related to the high school's acceptance of transfer credit for students in Florida's public schools.

Financial Arrangements – Tuition and Cost Sharing:

- 1) When dual enrollment instruction is provided on the high school site by an Indian River State College faculty member, the school district shall reimburse the costs associated with the proportion of salary and benefits and other actual costs of the college to provide the instruction. On-line dual enrollment courses which are taught by an Indian River State College faculty member are subject to this provision.
- 2) When a dual enrollment course is held on the high school campus and instruction is provided by school district faculty, the School Board of Okeechobee County is only responsible for the College's actual costs associated with offering the program. Indian River State College and the School Board of Okeechobee County agree to share in these other actual costs; therefore, no charges will be assessed. On-line dual enrollment courses, which are taught by school district faculty approved by IRSC to teach the course, are subject to this provision.
- 3) The College will invoice the school district twice, on October 18, 2019 and on February 14th, 2020, on during the 2019-2020 school year. The invoice is payable 30 days from the date of the invoice.
- 4) Payments by check is the preferred method of payment. For payments made via credit card, a surcharge of 2.6% of the total amount due will be added.

ARTICLE III. Evaluation of the Agreement: This agreement shall be renewed annually unless both parties request a change or termination, in which case a change or termination will be given in writing by either party with ninety (90) days' notice prior to such change or termination taking place. Evaluation of the Agreement will take place throughout the school year and include identifying problems, taking corrective actions, new strategies, and associated costs to implement those strategies. A summary report will be sent to a designated school district representative annually on progress of dual enrollment/collegiate high school numbers and strategies. New courses will be added to the FLDOE DUAL ENROLLMENT EQUIVALENCY LIST once approved by the DOE.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated there under. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed in

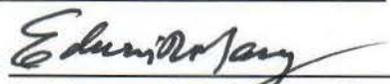
their respective names by their proper official, under these official seals, the day and year written below:

THE DISTRICT BOARD OF TRUSTEES
Indian River State College



Jose L. Conrado, Chair

Date: 4/23/19

Attest: 

Edwin R. Massey, Ph.D., President

SCHOOL BOARD OF
Indian River County,
Florida

Laura Zorc, Chair

Date: _____

Attest: _____
Mark J. Rendell, Superintendent

Rosewood Magnet School

3850 16th Street ☘ Vero Beach, FL 32960

(772) 564-3840 ☘ Fax (772) 564-3888

"A Rich Tradition, A Bright Future"

An Honor Roll School

Date: April 26, 2019
To: School Board Members
From: Casandra Flores, Principal
Regarding: Donation

Rosewood Magnet School received a donation in the amount of \$1,000.00 from William Mixon. This money is a contribution to the cost of Scholastic summer reading books for each student at Rosewood Magnet School.

These funds were deposited into Rosewood Magnet's internal funds.



Casandra Flores, Principal

RECEIVED

MAY 03 2019

BY 

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

THIS AGREEMENT, entered into this 15 day of May, 2019, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the “School Board”, and FIRST IMPRESSIONS DAYCARE AND PRESCHOOL (Legal Name of Contracting Party/Organization) hereinafter referred to as the “CONTRACTOR”, is as follows:

1. SCOPE OF WORK

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

Nature of Contracted Services: The purpose of this agreement is to provide childcare services to children of teen parents participating in the Teen Parent Program, as outlined in the School Board's Comprehensive Dropout Prevention Plan and as mandated by state statute.

1. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
2. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.
3. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
4. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
5. The CONTRACTOR'S Right to Terminate a Child From Services: Upon written request from the CONTRACTOR, the SCHOOL BOARD shall allow the CONTRACTOR to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
6. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

Anticipated Outcome of Contracted Services:

1. The Contractor agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The Contractor agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The Contractor agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum

- Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.
4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the School Board shall have the right to terminate this contract for breach.
 5. The Contractor agrees to maintain accurate and timely records, as required by the School Board and the Florida Department of Education.
 6. The Contractor agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.
 7. The Contractor agrees to provide staff who will be sensitive to the special needs of the teen parents.
 8. The Contractor agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
 9. Contractor may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.

Location of Contracted Service:

First Impressions Daycare and Preschool located at 4246 31st Avenue, Vero Beach, FL 32967 and 935 9th Court SW, Vero Beach, FL 32962.

Date(s)/Hours of Service:

The CONTRACTOR agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.

2. TERM OF AGREEMENT

The Contractor shall commence performance of the Agreement on the 12th day of August, 2019, and shall complete performance to the satisfaction of the Superintendent no later than the 28th day of May, 2020. School Board reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the Contractor.

3. COMPENSATION

The School Board shall, upon completion of services by the Contractor, compensate the Contractor in an amount not to exceed \$ 11,000. Agreements exceeding \$50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

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

- a. The Contractor shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Contractor by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
- b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Contractor.
- c. Funds will be remitted bi-monthly to the Contractor after receipt of the required documentation of services.
- d. Registration fees and late fees shall not be charged by Contractor for Teen Parent Program participants.

5. REGULATIONS & ORDINANCES

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

6. CONFIDENTIALITY OF STUDENT RECORDS

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

such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

7. ENTIRE AGREEMENT

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

8. GOVERNING LAW; VENUE

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

9. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

10. DUTY TO DEFEND

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

11. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the Contractor, the Superintendent or designee, shall give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School Board of Indian River County, Florida, may pursue

any and all legal remedies as provided herein and by law. The School Board of Indian River County, Florida, reserves the right to terminate any contract at any time and for any reason, upon giving ten (10) days prior written notice to the Contractor. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board of Indian River County shall only be required to pay to the Contractor that amount of the contract actually performed to the effective date of termination.

12. EQUAL EMPLOYMENT OPPORTUNITY

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF RECORDS Alicia Reyes at 772-564-5946 or via email: alicia.reyes@indianriverschools.org, 6500 57th Street, Vero Beach, FL 32967.

- a. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- b. The Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, required by the School Board in order to perform the scope of services.
- c. Upon request by the School Board, the Contractor shall provide the School Board with a copy of any and all requested public records or allow the requested public records to be inspected or copied, within a reasonable time, at a cost that does not exceed the cost allowed by law.
- d. The Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the public records to the School Board as indicated below.
- e. The Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of the Contractor upon termination or expiration of this Agreement. The Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.
- f. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the School Board. Further, the Contractor shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

g. Contractors and subcontractors must make available, upon request of the School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpting, and transcribing. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1).

14. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

15. BACKGROUND SCREENING REQUIREMENTS

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

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

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

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

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

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

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

16. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

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

17. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following School Board Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Cone of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant

Agreements; and 6460 Vendor Relations, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

18. ASSIGNMENT

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

19. DEBARMENT

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

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

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

20. DAVIS-BACON ACT LABOR STANDARDS

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

21. CONDUCT WHILE ON SCHOOL PROPERTY

The Contractor acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board Policies and subject to the administrator of designee. It will be considered a breach of this

Agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

22. NO WAIVER

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

23. NON-DISCRIMINATION

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

24. NO TAXES

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

25. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the

United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

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

Contractor/Vendor: _____
 Contact's Name/Title: _____
 Address: _____

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

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

26. INSURANCE REQUIREMENTS

Contractor shall provide of insurance as may be required by the School Board's Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability coverage. Upon request, The School Board of Indian River County, Florida,



its officers, directors and employees” shall be named as additional insured. Prior to effective date of the Agreement, Contractor shall be responsible for providing the School Board with (1) certificate of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the Contractor shall also comply with insurance requirements set forth therein. Contractor shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the School Board, shall constitute a material default under the Agreement.

During the term of this agreement, The CONTRACTOR agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The CONTRACTOR shall furnish the SCHOOL BOARD with a Certificate of Insurance naming the SCHOOL BOARD "additional insured". This certificate shall be provided prior to commencing service under this agreement. Coverage for Sexual Abuse and Molestation must be included in the commercial general liability insurance. Professional Liability (Errors & Omissions Liability) including coverage for corporal punishment and sexual misconduct, with limits of at least \$1,000,000 each claim and in the aggregate. For policies written on a claims made basis, vendor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, vendor must purchase an extended reporting period rider during the life of this contract of not less than 3 years.

VENDOR/CONTRACTOR

BY: _____
(Signature)

Glady's Williams
(Name Typed)

(Title)

(Address)

DATE: _____

FEIN (BUSINESS) _____

SS# (INDIVIDUAL) _____

PHONE / FAX _____

CONTACT EMAIL ADDRESS _____

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

BY: _____

Signature (Superintendent of Schools or Designee)

Superintendent, Mark J. Rendell, Ed.D
(Name Typed)

BY: _____

Signature (Chairman)

Laura Zorc
(Name Typed)

DATE: _____

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

THIS AGREEMENT, entered into this 15 day of May, 2019, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the “School Board”, and LEARNING TRACKS, LLC, DBA (Legal Name of Contracting Party/Organization) hereinafter referred to as the “CONTRACTOR”, is as follows:

1. SCOPE OF WORK

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

Nature of Contracted Services: The purpose of this agreement is to provide childcare services to children of teen parents participating in the Teen Parent Program, as outlined in the School Board's Comprehensive Dropout Prevention Plan and as mandated by state statute.

1. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
2. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.
3. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
4. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
5. The CONTRACTOR'S Right to Terminate a Child From Services: Upon written request from the CONTRACTOR, the SCHOOL BOARD shall allow the CONTRACTOR to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
6. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

Anticipated Outcome of Contracted Services:

1. The Contractor agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The Contractor agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The Contractor agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum

Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.

4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the School Board shall have the right to terminate this contract for breach.
5. The Contractor agrees to maintain accurate and timely records, as required by the School Board and the Florida Department of Education.
6. The Contractor agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.
7. The Contractor agrees to provide staff who will be sensitive to the special needs of the teen parents.
8. The Contractor agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
9. Contractor may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.

Location of Contracted Service:

Tiny Treasure & Learning Nest located at 1088 Barber Street, Sebastian, FL 32958.

Date(s)/Hours of Service:

The CONTRACTOR agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.

2. TERM OF AGREEMENT

The Contractor shall commence performance of the Agreement on the 12th day of August, 2019, and shall complete performance to the satisfaction of the Superintendent no later than the 28th day of May, 2020. School Board reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the Contractor.

3. COMPENSATION

The School Board shall, upon completion of services by the Contractor, compensate the Contractor in an amount not to exceed \$ 11,000. Agreements exceeding \$50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

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

- a. The Contractor shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Contractor by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
- b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Contractor.
- c. Funds will be remitted bi-monthly to the Contractor after receipt of the required documentation of services.
- d. Registration fees and late fees shall not be charged by Contractor for Teen Parent Program participants.

5. REGULATIONS & ORDINANCES

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

6. CONFIDENTIALITY OF STUDENT RECORDS

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

7. ENTIRE AGREEMENT

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

8. GOVERNING LAW; VENUE

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

9. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

10. DUTY TO DEFEND

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

11. CANCELLATION / TERMINATION

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

days prior written notice to the Contractor. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board of Indian River County shall only be required to pay to the Contractor that amount of the contract actually performed to the effective date of termination.

12. EQUAL EMPLOYMENT OPPORTUNITY

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF RECORDS Alicia Reyes at 772-564-5946 or via email: Alicia.reyes@indianriverschools.org, 6500 57th Street, Vero Beach, FL 32967.

- a. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- b. The Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, required by the School Board in order to perform the scope of services.
- c. Upon request by the School Board, the Contractor shall provide the School Board with a copy of any and all requested public records or allow the requested public records to be inspected or copied, within a reasonable time, at a cost that does not exceed the cost allowed by law.
- d. The Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the public records to the School Board as indicated below.
- e. The Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of the Contractor upon termination or expiration of this Agreement. The Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.
- f. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the School Board. Further, the Contractor shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.
- g. Contractors and subcontractors must make available, upon request of the School Board, the United States Department of Education, the Comptroller General of the United States, the Florida

Department of Education, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpting, and transcribing. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1).

14. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

15. BACKGROUND SCREENING REQUIREMENTS

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

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

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

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

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

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

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

16. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

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

17. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following School Board Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant



Agreements; and 6460 Vendor Relations, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

18. ASSIGNMENT

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

19. DEBARMENT

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

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

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

20. DAVIS-BACON ACT LABOR STANDARDS

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

21. CONDUCT WHILE ON SCHOOL PROPERTY

The Contractor acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board Policies and subject to the administrator of designee. It will be considered a breach of this



Agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

22. NO WAIVER

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

23. NON-DISCRIMINATION

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

24. NO TAXES

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

25. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the

United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

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

Contractor/Vendor: _____
Contact's Name/Title: _____
Address: _____

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

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

26. INSURANCE REQUIREMENTS

Contractor shall provide of insurance as may be required by the School Board's Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability coverage. Upon request, The School Board of Indian River County, Florida,

its officers, directors and employees” shall be named as additional insured. Prior to effective date of the Agreement, Contractor shall be responsible for providing the School Board with (1) certificate of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the Contractor shall also comply with insurance requirements set forth therein. Contractor shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the School Board, shall constitute a material default under the Agreement.

During the term of this agreement, The CONTRACTOR agrees to maintain Commercial General Liability coverage in the amount of **\$1,000,000** per each occurrence and **\$2,000,000** aggregate. As evidence of such coverage, The CONTRACTOR shall furnish the SCHOOL BOARD with a Certificate of Insurance naming the SCHOOL BOARD "additional insured". This certificate shall be provided prior to commencing service under this agreement. Coverage for Sexual Abuse and Molestation must be included in the commercial general liability insurance. Professional Liability (Errors & Omissions Liability) including coverage for corporal punishment and sexual misconduct, with limits of at least \$1,000,000 each claim and in the aggregate. For policies written on a claims made basis, vendor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, vendor must purchase an extended reporting period rider during the life of this contract of not less than 3 years.

VENDOR/CONTRACTOR

BY: Keeley Wilson
(Signature)

Keeley Wilson
(Name Typed)

Director
(Title)

1088 Barber St.
(Address)
Sebastian, FL 32958

DATE: 4-24-19

FEIN (BUSINESS) 260-250-817

SS# (INDIVIDUAL)

772-589-3288

PHONE / FAX

Krwilson@learning-tracks.com
CONTACT EMAIL ADDRESS

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

BY: _____
Signature (Superintendent of Schools or Designee)

Superintendent, Mark J. Rendell, Ed.D
(Name Typed)

BY: _____
Signature (Chairman)

Laura Zorc
(Name Typed)

DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2018

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

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

PRODUCER Humphreys Insurance Agency Inc 4950 Hall Rd Suite C Orlando FL 32817-	CONTACT NAME: Christine Moreno
	PHONE (A/C No, Ext): (407)657-8099 FAX (A/C No): (407)657-8757
	E-MAIL ADDRESS: christinep@humphreysinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURED Learning Tracks, Inc. 1088 Barber Street Sebastian FL 32958	INSURER A: Philadelphia Indemnity Ins Co NAIC # 18050
	INSURER B: Hartford Life & Acc Ins Co
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WAIV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Phys/Sexual Abuse- <input checked="" type="checkbox"/> \$1000000/\$1000000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1911894	12/07/2018	12/07/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		PHPK1911894	12/07/2018	12/07/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Student Accident			SR282230	12/07/2018	12/07/2019	Maximum Benefit 50,000 Primary Per Child No Deductible

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

Child Care Centers Located at:
1-1: Learning Nest Child Care 1088 Barber Street, Sebastian, FL 32958
2-1: Tiny Treasures Day Care 326 S. Winbrow Drive, Sebastian, FL 32958

Vehicles Covered:
2004 Ford Econoline Van VIN#1FBSS31L64HA08985
2012 Ford Econoline Van VIN#1FBNE3BL2CDA99802
2009 Ford Econoline Van VIN#1FBSS31L09DA42899
\$500.00 Comprehensive and \$1000.00 Collision Deductibles.

CERTIFICATE HOLDER CANCELLATION AI 002537

School District of Indian River County 6500 57TH Street Vero Beach FL 32960-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AGREEMENT FOR CONTRACTED SERVICES**

THIS AGREEMENT, entered into this 15 day of May, 2019, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "School Board", and RCMA-WHISPERING PINES (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR", is as follows:

1. SCOPE OF WORK

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

Nature of Contracted Services: The purpose of this agreement is to provide childcare services to children of teen parents participating in the Teen Parent Program, as outlined in the School Board's Comprehensive Dropout Prevention Plan and as mandated by state statute.

1. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
2. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.
3. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
4. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
5. The CONTRACTOR'S Right to Terminate a Child From Services: Upon written request from the CONTRACTOR, the SCHOOL BOARD shall allow the CONTRACTOR to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
6. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

Anticipated Outcome of Contracted Services:

1. The Contractor agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The Contractor agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The Contractor agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum

Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.

4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the School Board shall have the right to terminate this contract for breach.
5. The Contractor agrees to maintain accurate and timely records, as required by the School Board and the Florida Department of Education.
6. The Contractor agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.
7. The Contractor agrees to provide staff who will be sensitive to the special needs of the teen parents.
8. The Contractor agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
9. Contractor may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.

Location of Contracted Service:

RCMA-Whispering Pines located at 10076 Esperanza Circle, Fellsmere, FL 32948.

Date(s)/Hours of Service:

The CONTRACTOR agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.

2. TERM OF AGREEMENT

The Contractor shall commence performance of the Agreement on the 12th day of August, 2019, and shall complete performance to the satisfaction of the Superintendent no later than the 28th day of May, 2020. School Board reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the Contractor.

3. COMPENSATION

The School Board shall, upon completion of services by the Contractor, compensate the Contractor in an amount not to exceed \$ 11,000. Agreements exceeding \$50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

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

- a. The Contractor shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Contractor by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
- b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Contractor.
- c. Funds will be remitted bi-monthly to the Contractor after receipt of the required documentation of services.
- d. Registration fees and late fees shall not be charged by Contractor for Teen Parent Program participants.

5. REGULATIONS & ORDINANCES

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

6. CONFIDENTIALITY OF STUDENT RECORDS

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

7. ENTIRE AGREEMENT

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

8. GOVERNING LAW; VENUE

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

9. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

10. DUTY TO DEFEND

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

11. CANCELLATION / TERMINATION

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

days prior written notice to the Contractor. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board of Indian River County shall only be required to pay to the Contractor that amount of the contract actually performed to the effective date of termination.

12. EQUAL EMPLOYMENT OPPORTUNITY

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF RECORDS Alicia Reyes at 772-564-5946 or via email: alicia.reyes@indianriverschools.org, 6500 57th Street, Vero Beach, FL 32967.

- a. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- b. The Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, required by the School Board in order to perform the scope of services.
- c. Upon request by the School Board, the Contractor shall provide the School Board with a copy of any and all requested public records or allow the requested public records to be inspected or copied, within a reasonable time, at a cost that does not exceed the cost allowed by law.
- d. The Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the public records to the School Board as indicated below.
- e. The Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of the Contractor upon termination or expiration of this Agreement. The Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.
- f. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the School Board. Further, the Contractor shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.
- g. Contractors and subcontractors must make available, upon request of the School Board, the United States Department of Education, the Comptroller General of the United States, the Florida

Department of Education, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpting, and transcribing. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1).

14. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

15. BACKGROUND SCREENING REQUIREMENTS

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

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

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

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

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

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

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

16. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

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

17. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following School Board Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant

Agreements; and 6460 Vendor Relations, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

18. ASSIGNMENT

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

19. DEBARMENT

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

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

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

20. DAVIS-BACON ACT LABOR STANDARDS

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

21. CONDUCT WHILE ON SCHOOL PROPERTY

The Contractor acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board Policies and subject to the administrator of designee. It will be considered a breach of this

Agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

22. NO WAIVER

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

23. NON-DISCRIMINATION

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

24. NO TAXES

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

25. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the

United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

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

Contractor/Vendor:	<u>RCMA Whispering Pines</u>
Contact's Name/Title:	<u>Tijuanna Clemons, Grants Manager</u>
Address:	<u>402 West Main Street</u>
	<u>Immokalee, FL 34142</u>

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

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

26. INSURANCE REQUIREMENTS

Contractor shall provide of insurance as may be required by the School Board's Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability coverage. Upon request, The School Board of Indian River County, Florida,

its officers, directors and employees" shall be named as additional insured. Prior to effective date of the Agreement, Contractor shall be responsible for providing the School Board with (1) certificate of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the Contractor shall also comply with insurance requirements set forth therein. Contractor shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the School Board, shall constitute a material default under the Agreement.

During the term of this agreement, The CONTRACTOR agrees to maintain Commercial General Liability coverage in the amount of **\$1,000,000** per each occurrence and **\$2,000,000** aggregate. As evidence of such coverage, The CONTRACTOR shall furnish the SCHOOL BOARD with a Certificate of Insurance naming the SCHOOL BOARD "additional insured". This certificate shall be provided prior to commencing service under this agreement. Coverage for Sexual Abuse and Molestation must be included in the commercial general liability insurance. Professional Liability (Errors & Omissions Liability) including coverage for corporal punishment and sexual misconduct, with limits of at least \$1,000,000 each claim and in the aggregate. For policies written on a claims made basis, vendor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, vendor must purchase an extended reporting period rider during the life of this contract of not less than 3 years.

VENDOR/CONTRACTOR

BY: Isabel Garcia

(Signature)
Isabel Garcia

(Name Typed)
Executive Director

(Title)
402 West Main Street

(Address)
Immokalee, Florida 34142

DATE: 4/4/2019

FEIN (BUSINESS) 59-1221966

SS# (INDIVIDUAL) ---
239-658-3560 / 239-658-3571

PHONE / FAX
Isabel@rcma.org (Agreement Contact: Tijuanna@rcma.org)

CONTACT EMAIL ADDRESS

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

BY: _____
Signature (Superintendent of Schools or Designee)

Superintendent, Mark J. Rendell, Ed.D
(Name Typed)

BY: _____
Signature (Chairman)

Laura Zorc
(Name Typed)

DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/28/2019

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

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

PRODUCER McGriff Insurance Services PO Box 4927 Orlando, FL 32802-4927 407 691-9600	CONTACT NAME: PHONE (A/C No, Ext): 407 691-9600		FAX (A/C, No): 888-635-4183
	E-MAIL ADDRESS: _____		
INSURED Redlands Christian Migrant Association, Inc. 402 W Main Street Immokalee, FL 34142-3933	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.		18058
	INSURER B : _____		
	INSURER C : _____		
	INSURER D : _____		
	INSURER E : _____		

COVERAGES **CERTIFICATE NUMBER: 19/20 GLPLCAUMB Mast** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	X		PHPK1948365	03/01/2019	03/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		PHPK1948365	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB666322	03/01/2019	03/01/2020	EACH OCCURRENCE \$12,000,000 AGGREGATE \$12,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			PHPK1948365	03/01/2019	03/01/2020	\$1,000,000 Each Occ \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: RCMA Whispering Pines CDC The School Board of Indian River County is included as additional insured where required by written contract with respect to general liability per General Liability Deluxe Endorsement Form PI-GLD-HS (10/11). General Liability and Automobile includes 30 Days Notice of Cancellation as respects Certificate Holder. Automobile Coverage includes Blanket Additional Insured where required by written contract per PI-CA-001 (09/15)

CERTIFICATE HOLDER School Board of Indian River County 6500 57th Street Vero Beach, FL 32967-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John David Swanson</i>
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**THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AGREEMENT FOR CONTRACTED SERVICES**

THIS AGREEMENT, entered into this 15 day of May, 2019, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the “School Board”, and WILLIAMS CHILD CARE & PRESCHOOL, INC. (Legal Name of Contracting Party/Organization) hereinafter referred to as the “CONTRACTOR”, is as follows:

1. SCOPE OF WORK

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

Nature of Contracted Services: The purpose of this agreement is to provide childcare services to children of teen parents participating in the Teen Parent Program, as outlined in the School Board's Comprehensive Dropout Prevention Plan and as mandated by state statute.

1. Attendance: One day's attendance by a child within the school week will constitute payment for that child for the full week, minus non-student attendance days. No pay will be garnered for children who are absent the full week.
2. Transportation: The SCHOOL BOARD agrees to provide transportation to parents and children enrolled in the program. This includes transporting them to and from the school site and childcare center, as relevant to program objectives.
3. Eligibility for Services: The SCHOOL BOARD has the sole right and responsibility to determine a child is, or continues to be, eligible for services provided under this contract and the sole responsibility for placement of children with the Provider, subject to the Provider's right to limit the number of children which it can accommodate.
4. Termination of Child From Provider's Care: The SCHOOL BOARD may remove a child from the Provider's care under this program at any time upon a good-faith determination that the child is ineligible for benefits or upon a reasonable belief by the SCHOOL BOARD that there is a good-faith reason to do so. If the SCHOOL BOARD determines that a child should be removed from a Provider's care or terminated from the program, it has the right to do so immediately.
5. The CONTRACTOR'S Right to Terminate a Child From Services: Upon written request from the CONTRACTOR, the SCHOOL BOARD shall allow the CONTRACTOR to terminate a child from its care upon a reasonable showing of good, non-discriminatory cause, at which time the SCHOOL BOARD shall make every reasonable effort to place the child, if still eligible for services, with another project provider.
6. The SCHOOL BOARD agrees to provide ongoing consultation and to work cooperatively with the childcare center staff through the Teen Parent Program staff.

Anticipated Outcome of Contracted Services:

1. The Contractor agrees to provide developmentally appropriate childcare to children assigned to the center.
2. The Contractor agrees to cooperate fully with the staff of the School Board in providing the most appropriate learning environment for the students assigned to the program.
3. The Contractor agrees to provide all services under this contract in conformity with all standards required by local fire and health authorities, the State of Florida's Minimum

Standards for Childcare Programs, the Rules of the School Board, current state standards for licensing of childcare providers and all applicable federal requirements, whichever is more stringent, and to continuously maintain during the life of this contract, all licensure required by any governmental agency to operate a childcare facility in the community in which the services are provided.

4. Comply with all applicable federal and state civil rights and anti-discrimination laws and regulations, including, but not limited to, Title VI and VII, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, (non-discrimination against the Handicapped), and The Americans With Disability Act. It is expressly understood that upon receipt of substantial evidence of such discrimination, the School Board shall have the right to terminate this contract for breach.
5. The Contractor agrees to maintain accurate and timely records, as required by the School Board and the Florida Department of Education.
6. The Contractor agrees to contact a Teen Parent Resource Teacher following five consecutive days absence by any child.
7. The Contractor agrees to provide staff who will be sensitive to the special needs of the teen parents.
8. The Contractor agrees to allow access to the child care site by Teen Parent Program staff at any time during operating hours.
9. Contractor may contract with Teen Parent Program participants for childcare services outside the requirements of this contract, and the School Board shall have no responsibilities (financial or otherwise) for such additional childcare services.

Location of Contracted Service:

Williams Child Care & Preschool, Inc. located at 2405 14th Avenue, Vero Beach, FL 32960.

Date(s)/Hours of Service:

The CONTRACTOR agrees to accommodate the teen parents' school schedule by providing operating hours of not less than 6:30am to 3:30pm.

2. TERM OF AGREEMENT

The Contractor shall commence performance of the Agreement on the 12th day of August, 2019, and shall complete performance to the satisfaction of the Superintendent no later than the 28th day of May, 2020. School Board reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the Contractor.

3. COMPENSATION

The School Board shall, upon completion of services by the Contractor, compensate the Contractor in an amount not to exceed \$ 11,000. Agreements exceeding \$50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

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

- a. The Contractor shall be paid by the SCHOOL BOARD for services rendered under this contract at the rate of \$25.00 per child, per day, for each eligible child placed with the Contractor by the School Board, during such period of time as the child continues to be eligible and placed in the Provider's care.
- b. The SCHOOL BOARD agrees to pay for only those days when public school is in session. Scheduled holidays, teacher workdays and vacation days will not be charged by the Contractor.
- c. Funds will be remitted bi-monthly to the Contractor after receipt of the required documentation of services.
- d. Registration fees and late fees shall not be charged by Contractor for Teen Parent Program participants.

5. REGULATIONS & ORDINANCES

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

6. CONFIDENTIALITY OF STUDENT RECORDS

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

7. ENTIRE AGREEMENT

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

8. GOVERNING LAW; VENUE

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

9. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

10. DUTY TO DEFEND

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

11. CANCELLATION / TERMINATION

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



days prior written notice to the Contractor. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board of Indian River County shall only be required to pay to the Contractor that amount of the contract actually performed to the effective date of termination.

12. EQUAL EMPLOYMENT OPPORTUNITY

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF RECORDS Alicia Reyes at 772-564-5946 or via email: alicia.reyes@indianriverschools.org, 6500 57th Street, Vero Beach, FL 32967.

- a. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- b. The Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, required by the School Board in order to perform the scope of services.
- c. Upon request by the School Board, the Contractor shall provide the School Board with a copy of any and all requested public records or allow the requested public records to be inspected or copied, within a reasonable time, at a cost that does not exceed the cost allowed by law.
- d. The Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the public records to the School Board as indicated below.
- e. The Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of the Contractor upon termination or expiration of this Agreement. The Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.
- f. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the School Board. Further, the Contractor shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.
- g. Contractors and subcontractors must make available, upon request of the School Board, the United States Department of Education, the Comptroller General of the United States, the Florida

Department of Education, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpting, and transcribing. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1).

14. PATENTS, COPYRIGHTS AND ROYALTIES

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Indian River County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

15. BACKGROUND SCREENING REQUIREMENTS

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

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

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

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

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

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

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

16. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

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

17. COMPLIANCE WITH BOARD POLICIES

I certify agreement with the following School Board Policies: 6320 Purchasing and Contracting for Goods and Services; 6324 Code of Silence; 6322 Construction Contracting and Bidding; 6540 Consultant

Agreements; and 6460 Vendor Relations, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

18. ASSIGNMENT

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

19. DEBARMENT

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

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

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

20. DAVIS-BACON ACT LABOR STANDARDS

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

21. CONDUCT WHILE ON SCHOOL PROPERTY

The Contractor acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board Policies and subject to the administrator of designee. It will be considered a breach of this

Agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health and well-being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

22. NO WAIVER

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

23. NON-DISCRIMINATION

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

24. NO TAXES

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

25. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the

United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

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

Contractor/Vendor: _____
 Contact's Name/Title: _____
 Address: _____

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

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

26. INSURANCE REQUIREMENTS

Contractor shall provide of insurance as may be required by the School Board's Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability coverage. Upon request, The School Board of Indian River County, Florida,



its officers, directors and employees” shall be named as additional insured. Prior to effective date of the Agreement, Contractor shall be responsible for providing the School Board with (1) certificate of insurance and (2) policy endorsement(s) as proof of said coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the Contractor shall also comply with insurance requirements set forth therein. Contractor shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of the School Board, shall constitute a material default under the Agreement.

During the term of this agreement, The CONTRACTOR agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, The CONTRACTOR shall furnish the SCHOOL BOARD with a Certificate of Insurance naming the SCHOOL BOARD "additional insured". This certificate shall be provided prior to commencing service under this agreement. Coverage for Sexual Abuse and Molestation must be included in the commercial general liability insurance. Professional Liability (Errors & Omissions Liability) including coverage for corporal punishment and sexual misconduct, with limits of at least \$1,000,000 each claim and in the aggregate. For policies written on a claims made basis, vendor shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, vendor must purchase an extended reporting period rider during the life of this contract of not less than 3 years.

VENDOR/CONTRACTOR

BY: Kabeisha Williams
(Signature)

(Name Typed)

Kabeisha Williams

(Title)

Owner

(Address)

2405 14th Avenue

Vero Beach, FL 3296

DATE: 4/19/19

FEIN (BUSINESS) _____

SS# (INDIVIDUAL)

(787) 562-5801

PHONE / FAX

Williamsk72810@bellsouth.net

CONTACT EMAIL ADDRESS

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

BY: _____
Signature (Superintendent of Schools or Designee)

Superintendent, Mark J. Rendell, Ed.D

(Name Typed)

BY: _____

Signature (Chairman)

Laura Zorc

(Name Typed)

DATE: _____

**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
00065761	WELDER HOBART TIGWAVE 350A	\$ 3,228.00	\$ 3,228.00	\$ -	6410	92WS26810	V085378	4/30/1993	RCY2
00066634	SEWER MACHINE K-60 KOLLMAN RIDGED SEWERE MCH	\$ 1,233.65	\$ 1,233.65	\$ -	6410	14466	V027280	10/29/1993	RCY2
00071758	OVEN BLODGETT ELECTRIC OVEN/BOTTOM	\$ 2,656.50	\$ 2,656.50	\$ -	6410	111397ZA109B	V083528	4/23/1998	RCY2
00073796	BLODGETT TOP=SER#112399ZA032T BOTTOM=SER#112399ZA033B (ELECTRIC)	\$ 3,840.00	\$ 3,840.00	\$ -	6410	SEE DESCRIPTION	V037443	5/5/2000	RCY2
00076190	RIDGID KOLLMANN DRAIN CLEANER (FOR 2" TO 10" DRAINS)	\$ 1,776.62	\$ 1,776.62	\$ -	6410	VR57269F01	V059020	6/29/2001	RCY2
00076303	HP 4100N LASER (AL MITCHELL) PRINTER	\$ 1,355.45	\$ 1,355.45	\$ -	6410	USBNK20097	V081333	6/11/2001	RCY2
00076304	HP 4100N LASER (AL MITCHELL) PRINTER	\$ 1,355.45	\$ 1,355.45	\$ -	6410	USBNK20103	V081333	6/11/2001	RCY2
00078147	CREST U-SHAPED DESK W/HUTCH,ETC.	\$ 1,580.15	\$ 1,580.15	\$ -	6410		V086848	6/17/2002	RCY2
00078277	HP LASERJET 4600 PRINTER ----- (COLOR) ** TITLE 1	\$ 1,776.63	\$ 1,776.63	\$ -	6410	JPAKCO2533	V081333	6/30/2002	RCY2
00079786	BLODGETT DFG 100 (DOUBLE OVEN) CONVECTION (LP GAS)	\$ 7,899.00	\$ 7,899.00	\$ -	6410	051303RA048T=TOP	V017925	6/12/2003	RCY2
00080981	2 DOOR SOLID DOOR REFRIGERATOR TOP MOUNTED COMPRESSOR BEACHLAND	\$ 3,684.23	\$ 3,684.23	\$ -	6410		V011940	3/8/2004	RCY2
00081948	TORO VERSA VAC SWEEPER WDECK ATTACHMT VAC 6.5 CU YD PTO DRIVEN PUMP	\$ 19,002.69	\$ 19,002.69	\$ -	6410	07082-250000109	V084369	3/21/2005	RCY2
00082133	(AED) AUTOMATIC EXTERNAL DEFIBRILLATOR	\$ 1,500.00	\$ 1,500.00	\$ -	6410	101004610	V085378	5/20/2005	RCY2
00082732	Q-81 TORO GROUNDS MASTER 4500- FINE CUT ROTARY MOWER 60HP DIESEL ENGI	\$ 41,121.95	\$ 41,121.95	\$ -	6410	30856-250000536	V084393	1/17/2006	RCY2
00086573	MILK COOLER, 12 CASE, STAINLESS STEEL 6"CASTERS INT/EXT 60HZ PHASE-1	\$ 3,724.00	\$ 3,724.00	\$ -	6410	1SOC5441	V083445	1/31/2011	RCY2
00086617	AUTO SCRUBBER POWR-FLITE, 16" W/CYLINDER BRUSH	\$ 1,125.85	\$ 1,125.85	\$ -	6410	B-01541	V034511	7/15/2011	RCY2
00086660	HP Z200 I3-540 250GB 4GB W7P DVR SERVER	\$ 1,119.60	\$ 1,119.60	\$ -	6410	2UA1161TST	V085007	12/16/2011	RCY2
00086663	HP Z200 I3-540 250GB 4GB W7P DVR SERVER	\$ 1,119.60	\$ 1,119.60	\$ -	6410	2UA1240Q07	V085007	12/16/2011	RCY2
00086692	15" CARPET MACHINE PILE LIFT	\$ 2,155.50	\$ 2,104.18	\$ -	6410	10/49655	V099142	9/29/2011	RCY2
00087093	BE 55 VRSU PREMIUM BULB EATER COMES- WITH A T12 ENTRY TUBE CHUTE U-TUBE	\$ 4,031.82	\$ 3,023.87	\$ -	6410	0302-113	V101257	4/15/2013	RCY2
00088039	MILK BOX/UNIT DELFIELD/SHELLEY 115VOLT9AMP 68HZ 2WIRE	\$ 6,250.00	\$ 2,678.57	\$ -	6410	1505150001667	V017925	7/17/2015	RCY2
Grand Total		\$ 111,536.69	\$ 106,905.99			Total Records		21	

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2019 -2020 196 Day Food Service Managers Calendar

Pay Type 153, 602 - Food Service Managers & Trainees

FIRST CHECK 8/15/2019

Aug 5 - First Day

May 29 - Last Day

July-19						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	0	0	0	0	0	0
7	8	9	10	11	12	13
0	0	0	0	0	0	0
14	15	16	17	18	19	20
0	0	0	0	0	0	0
21	22	23	24	25	26	27
0	0	0	0	0	0	0
28	29	30	31			
0	0	0	0			
0						

August-19						
S	M	T	W	T	F	S
				1	2	3
				0	0	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0
20						

September-19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	0	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30					
0	1					
20						

October-19						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30	31		
0	1	1	1	1		
23						

November-19						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	0	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	0	0	0	1	1	
17						

December-19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	0	0	0
29	30	31				
0	0	0				
15						

January-20						
S	M	T	W	T	F	S
			1	2	3	4
			0	0	0	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30	31	
0	1	1	1	1	1	
20						

February-20						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	1	1	1	1	1	0
9	10	11	12	13	14	15
0	1	1	1	1	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0
20						

March-20						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	1	1	0
29	30	31				
0	1	1				
19						

April-20						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30		
0	1	1	1	1		
22						

May-20						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	0	1	1	1	1	
20						

June-20						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	0	0	0	0	0	0
7	8	9	10	11	12	13
0	0	0	0	0	0	0
14	15	16	17	18	19	20
0	0	0	0	0	0	0
21	22	23	24	25	26	27
0	0	0	0	0	0	0
28	29	30				
0	0					
0						

Non Work Days	Paid Holidays	Working Days	Paid Tchr Prof/Work Day	Paid Inservice Day	Grand Total 196
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Paid Holidays
November 28-29 - Thanksgiving Holiday
January 20 - Martin Luther King Day
February 17 - President's Day
March 26-27 - Spring Break

Non Workdays
Sept 2 - Labor Day
November 11 - Veteran's Day
November 25-26 - Thanksgiving Holiday
December 23- Jan. 3 - Winter Break
March 24-25 Spring Break
May 25 - Memorial Day

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2019 -2020 Instructional 244 Day Calendar

Pay Type 420, 460 - High School Band Director, Navy ROTC, Adult Ed RN, Guidance Directors

Jul 1 - First Day

Jun 30 Last Day

FIRST CHECK 7/15/2019

July-19						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	1	1	1	0	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1	1	1	1	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29	30	31			
0	1	1	1			

August-19						
S	M	T	W	T	F	S
					1	2
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0

September-19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	0	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30					
0	1					

October-19						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30	31		
0	1	1	1	1		

November-19						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	0	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	0	0	1	1	1	

December-19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	0	0	0
29	30	31				
0	0	0				

January-20						
S	M	T	W	T	F	S
			1	2	3	4
			0	0	0	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30	31	
0	1	1	1	1	1	

February-20						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	1	1	1	1	1	0
9	10	11	12	13	14	15
0	1	1	1	1	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0

March-20						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	0	0	1	1	0
29	30	31				
0	1	1				

April-20						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30		
0	1	1	1	1		

May-20						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	0	1	1	1	1	

June-20						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	1	1	1	1	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1	1	1	1	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29	30				
0	1	1				

Non Work Days	Paid Holidays	Working Days	Paid Tchr Prof/Work Day	Paid Conference Days off	Grand Total 244
---------------	---------------	--------------	-------------------------	--------------------------	---

Paid Holidays
November 28-29 - Thanksgiving Holiday
January 20 - Martin Luther King Day
February 17 - President's Day
March 26-27 - Spring Break

Paid Days
Aug 5 - 9 Teacher Work/PD Days
November 27 - Conference Day
January 6 Teacher Work Day
March 23 - Conference Day
May 29 - Teacher Work Day

Non Workdays
Sept 2 - Labor Day
Sept 30 - No School
November 11 - Veteran's Day
November 25-26 - Thanksgiving Holiday
December 23- Jan. 3 - Winter Break
March 24-25 Spring Break
April 10 - No School
May 25 - Memorial Day

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2019 -2020 Non-Instructional 180 Day Calendar

Pay Type 660 Student Monitors

FIRST CHECK 8/30/2019

Aug 12 - First Day

May 28 - Last Day

July-19						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	0	0	0	0	0	0
7	8	9	10	11	12	13
0	0	0	0	0	0	0
14	15	16	17	18	19	20
0	0	0	0	0	0	0
21	22	23	24	25	26	27
0	0	0	0	0	0	0
28	29	30	31			
0	0	0	0			
0						

August-19						
S	M	T	W	T	F	S
					1	2
					3	4
					5	6
4	5	6	7	8	9	10
0	0	0	0	0	0	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0
15						

September-19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	0	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30					
0	0					
19						

October-19						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30	31		
0	1	1	1	1		
23						

November-19						
S	M	T	W	T	F	S
					1	2
					3	4
					5	6
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	0	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	0	0	0	0	0	
15						

December-19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	0	0	0
29	30	31				
0	0	0				
15						

January-20						
S	M	T	W	T	F	S
			1	2	3	4
			5	6	7	8
5	6	7	8	9	10	11
0	0	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	0	1	1	1	1	0
26	27	28	29	30	31	
0	1	1	1	1	1	
18						

February-20						
S	M	T	W	T	F	S
						1
						2
						3
2	3	4	5	6	7	8
0	1	1	1	1	1	0
9	10	11	12	13	14	15
0	1	1	1	1	0	0
16	17	18	19	20	21	22
0	0	1	1	1	1	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0
18						

March-20						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	0	0	0
29	30	31				
0	1	1				
17						

April-20						
S	M	T	W	T	F	S
			1	2	3	4
			5	6	7	8
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30		
0	1	1	1	1		
21						

May-20						
S	M	T	W	T	F	S
					1	2
					3	4
					5	6
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	0	1	1	1	0	
19						

June-20						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	0	0	0	0	0	0
7	8	9	10	11	12	13
0	0	0	0	0	0	0
14	15	16	17	18	19	20
0	0	0	0	0	0	0
21	22	23	24	25	26	27
0	0	0	0	0	0	0
28	29	30				
0	0					
0						

Non Work Days
 Paid Holidays

Grand Total 180

Non Workdays
 Sept, 2 - Labor Day
 Sept. 30 - No School
 Nov. 11 - Veteran's Day
 Nov. 25-29 Thanksgiving Holiday Wk
 Dec. 23- Jan 6 Winter Break
 Jan 20 - MLK Day
 February 14 - No School
 February 17 - President's Day
 March 23-27 Spring Break
 April 10 - No School
 May 25 - Memorial Day

2019 -2020 Non-Instructional 186 Day Calendar

Pay Type 601, 611, 612, 613, 614, 616, 710, 720 - Teachers Assistants, Cafeteria Workers, Bus Drivers, Bus Assistants, Computer Lab Assistants

FIRST CHECK 8/30/2019

Aug 12 - First Day

May 28 - Last Day

July-19							
S	M	T	W	T	F	S	
	1	2	3	4	5	6	
0	0	0	0	0	0	0	
7	8	9	10	11	12	13	
0	0	0	0	0	0	0	
14	15	16	17	18	19	20	
0	0	0	0	0	0	0	
21	22	23	24	25	26	27	
0	0	0	0	0	0	0	
28	29	30	31				
0	0	0	0				
							0

August-19							
S	M	T	W	T	F	S	
				1	2	3	
				0	0	0	
4	5	6	7	8	9	10	
0	0	0	0	0	0	0	
11	12	13	14	15	16	17	
0	1	1	1	1	1	0	
18	19	20	21	22	23	24	
0	1	1	1	1	1	0	
25	26	27	28	29	30	31	
0	1	1	1	1	1	0	
							15

September-19							
S	M	T	W	T	F	S	
1	2	3	4	5	6	7	
0	1	1	1	1	1	0	
8	9	10	11	12	13	14	
0	1	1	1	1	1	0	
15	16	17	18	19	20	21	
0	1	1	1	1	1	0	
22	23	24	25	26	27	28	
0	1	1	1	1	1	0	
29	30						
0	0						
							20

October-19							
S	M	T	W	T	F	S	
		1	2	3	4	5	
		1	1	1	1	0	
6	7	8	9	10	11	12	
0	1	1	1	1	1	0	
13	14	15	16	17	18	19	
0	1	1	1	1	1	0	
20	21	22	23	24	25	26	
0	1	1	1	1	1	0	
27	28	29	30	31			
0	1	1	1	1			
							23

November-19							
S	M	T	W	T	F	S	
					1	2	
					1	0	
3	4	5	6	7	8	9	
0	1	1	1	1	1	0	
10	11	12	13	14	15	16	
0	1	1	1	1	1	0	
17	18	19	20	21	22	23	
0	1	1	1	1	1	0	
24	25	26	27	28	29	30	
0	0	0	0	1	1		
							18

December-19							
S	M	T	W	T	F	S	
1	2	3	4	5	6	7	
0	1	1	1	1	1	0	
8	9	10	11	12	13	14	
0	1	1	1	1	1	0	
15	16	17	18	19	20	21	
0	1	1	1	1	1	0	
22	23	24	25	26	27	28	
0	0	0	0	0	0	0	
29	30	31					
0	0	0					
							15

January-20							
S	M	T	W	T	F	S	
			1	2	3	4	
			0	0	0	0	
5	6	7	8	9	10	11	
0	0	1	1	1	1	0	
12	13	14	15	16	17	18	
0	1	1	1	1	1	0	
19	20	21	22	23	24	25	
0	1	1	1	1	1	0	
26	27	28	29	30	31		
0	1	1	1	1	1		
							19

February-20							
S	M	T	W	T	F	S	
						1	
						0	
2	3	4	5	6	7	8	
0	1	1	1	1	1	0	
9	10	11	12	13	14	15	
0	1	1	1	1	0	0	
16	17	18	19	20	21	22	
0	1	1	1	1	1	0	
23	24	25	26	27	28	29	
0	1	1	1	1	1	0	
							19

March-20							
S	M	T	W	T	F	S	
1	2	3	4	5	6	7	
0	1	1	1	1	1	0	
8	9	10	11	12	13	14	
0	1	1	1	1	1	0	
15	16	17	18	19	20	21	
0	1	1	1	1	1	0	
22	23	24	25	26	27	28	
0	0	0	0	0	0	0	
29	30	31					
0	1	1					
							17

April-20							
S	M	T	W	T	F	S	
			1	2	3	4	
			1	1	1	0	
5	6	7	8	9	10	11	
0	1	1	1	1	1	0	
12	13	14	15	16	17	18	
0	1	1	1	1	1	0	
19	20	21	22	23	24	25	
0	1	1	1	1	1	0	
26	27	28	29	30			
0	1	1	1	1			
							21

May-20							
S	M	T	W	T	F	S	
					1	2	
					1	0	
3	4	5	6	7	8	9	
0	1	1	1	1	1	0	
10	11	12	13	14	15	16	
0	1	1	1	1	1	0	
17	18	19	20	21	22	23	
0	1	1	1	1	1	0	
24	25	26	27	28	29	30	
0	0	1	1	1	0		
							19

June-20							
S	M	T	W	T	F	S	
	1	2	3	4	5	6	
0	0	0	0	0	0	0	
7	8	9	10	11	12	13	
0	0	0	0	0	0	0	
14	15	16	17	18	19	20	
0	0	0	0	0	0	0	
21	22	23	24	25	26	27	
0	0	0	0	0	0	0	
28	29	30					
0	0						
							0

Non Work Days
 Paid Holidays
 Working Days

Grand Total 186

Paid Holidays
Sept 2 - Labor Day
Nov 11 - Veterans Day
Nov 28-29 - Thanksgiving Holiday
January 20- MLK Day
Feb 17- President's Day

Non Workdays
Sept 30 - No School
Nov 25-26 Emergency Days
Nov 27 Conference Day off
Dec 23-Jan 6 Winter Break
Feb 14 - No School
Mar 23-27 Spring Break
April 10 - No School
May 25 - Memorial Day

2019 -2020 Non-Instructional 196 Day Calendar

Pay Type 603, 604, 830 - Media Assistants, 10 Month Pro/Tech., Health Assistants and Nurses,

FIRST CHECK 8/15/2019

Aug 1 - First Day

May 29 - Last Day

July-19						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	0	0	0	0	0	0
7	8	9	10	11	12	13
0	0	0	0	0	0	0
14	15	16	17	18	19	20
0	0	0	0	0	0	0
21	22	23	24	25	26	27
0	0	0	0	0	0	0
28	29	30	31			
0	0	0	0			

August-19						
S	M	T	W	T	F	S
				1	2	3
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0

September-19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30					
0	0					

October-19						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30	31		
0	1	1	1	1		

November-19						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	0	0	0	1	1	

December-19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	0	0	0
29	30	31				
0	0	0				

January-20						
S	M	T	W	T	F	S
			1	2	3	4
			0	0	0	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30	31	
0	1	1	1	1	1	

February-20						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	1	1	1	1	1	0
9	10	11	12	13	14	15
0	1	1	1	1	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0

March-20						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	0	0	0
29	30	31				
0	1	1				

April-20						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30		
0	1	1	1	1		

May-20						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	0	1	1	1	1	

June-20						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	0	0	0	0	0	0
7	8	9	10	11	12	13
0	0	0	0	0	0	0
14	15	16	17	18	19	20
0	0	0	0	0	0	0
21	22	23	24	25	26	27
0	0	0	0	0	0	0
28	29	30				
0	0					

Non Work Days
 Paid Holidays
 Working Days

Grand Total **196**

Paid Holidays	
Sept 2 - Labor Day	
Nov 11 - Veterans Day	
Nov 28-29 - Thanksgiving Holiday	
January 20- MLK Day	
Feb 17- President's Day	

Non Workdays	
Sept 30 - No School	
Nov 25-26 Emergency Days	
Nov 27 Conference Day off	
Dec 23-Jan 3 Winter Break	
Feb 14 - No School	
Mar 23-27 Spring Break	
April 10 - No School	
May 25 - Memorial Day	

2019 -2020 Non-Instructional 220 Day Calendar

Pay Type 102, 151, 606, 610, 615, 810, 850 - Asst Principals, 11 Mth Secretaries, Dispatchers, Receptionists and 11 Mth Professional Technical

FIRST CHECK 7/31/2019

Jul 22 - First Day

Jun 19 - Last Day

July-19						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	0	0	0	0	0	0
7	8	9	10	11	12	13
0	0	0	0	0	0	0
14	15	16	17	18	19	20
0	0	0	0	0	0	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29	30	31			
0	1	1	1			

August-19						
S	M	T	W	T	F	S
				1	2	3
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0

September-19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30					
0						

October-19						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30	31		
0	1	1	1	1		

November-19						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	0	0	0	1	1	

December-19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	0	0	0
29	30	31				
0	0	0				

January-20						
S	M	T	W	T	F	S
			1	2	3	4
			0	0	0	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30	31	
0	1	1	1	1	1	

February-20						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	1	1	1	1	1	0
9	10	11	12	13	14	15
0	1	1	1	1	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0

March-20						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	0	0	0
29	30	31				
0	1	1				

April-20						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30		
0	1	1	1	1		

May-20						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	0	1	1	1	1	

June-20						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	1	1	1	1	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1	1	1	1	0
21	22	23	24	25	26	27
0	0	0	0	0	0	0
28	29	30				
0	0					

Non Work Days
 Paid Holidays
 Working Days

Grand Total 220

Paid Holidays
Sept 2 - Labor Day
Nov 11 - Veterans Day
Nov 28-29 - Thanksgiving Holiday
January 20- MLK Day
Feb 17- President's Day

Non Workdays
Sept 30 - No School
Nov 25-26 Emergency Days
Nov 27 Conference Day off
Dec 23-Jan 3 Winter Break
Mar 23-27 Spring Break
May 25 - Memorial Day

2019 -2020 Non-Instructional 250 Day Calendar

Pay Type 101, 111, 152, 510, 820, 607, 608 Administrative, Professional Technical and Confidential Managerial 12 month employees, custodian and secretaries

FIRST CHECK 7/15/2019

Jul 1 - First Day

Jun 30 - Last Day

July-19						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	1	1	1	1	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1	1	1	1	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29	30	31			
0	1	1	1			

August-19						
S	M	T	W	T	F	S
				1	2	3
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0

September-19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30					
0	1					

October-19						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30	31		
0	1	1	1	1		

November-19						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	0

December-19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	0	0	0	0	0	0
29	30	31				
0	0	0				

January-20						
S	M	T	W	T	F	S
			1	2	3	4
			1	0	0	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	0	1	1	1	1	0
26	27	28	29	30	31	
0	1	1	1	1	1	

February-20						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	1	1	1	1	1	0
9	10	11	12	13	14	15
0	1	1	1	1	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0

March-20						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	0	0
29	30	31				
0	1	1				

April-20						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30		
0	1	1	1	1		

May-20						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	

June-20						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	1	1	1	1	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1	1	1	1	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29	30				
0	1	1				

Non Work Days
 Paid Holidays
 Working Days

Grand Total 250

Paid Holidays
July 4 - Independence Day
Sept 2 - Labor Day
Nov 28 - Thanksgiving Day
Jan 1 - New Year's Day
Feb 17 -President's Day
May 25 - Memorial Day

Non Workdays
Nov 29 - Thanksgiving Holiday
Dec 23-Jan 3 Winter Break
Jan 20 - MLK Day
Mar 27 - Spring Break

2019 -2020 Non-Instructional 254 Day Calendar

Pay Type 520 and 609 - Confidential managerial, Maintenance, Mechanics and Warehouse

FIRST CHECK 7/15/2019

Jul 1 - First Day

Jun 30 - Last Day

July-19						
S	M	T	W	T	F	S
	1	2	3	4	5	6
0	1	1	1	1	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1	1	1	1	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29	30	31			
0	1	1	1			

August-19						
S	M	T	W	T	F	S
				1	2	3
				1	1	0
4	5	6	7	8	9	10
0	1	1	1	1	1	0
11	12	13	14	15	16	17
0	1	1	1	1	1	0
18	19	20	21	22	23	24
0	1	1	1	1	1	0
25	26	27	28	29	30	31
0	1	1	1	1	1	0

September-19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30					
0	1					

October-19						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
6	7	8	9	10	11	12
0	1	1	1	1	1	0
13	14	15	16	17	18	19
0	1	1	1	1	1	0
20	21	22	23	24	25	26
0	1	1	1	1	1	0
27	28	29	30	31		
0	1	1	1	1		

November-19						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	0	

December-19						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	0	0	0	0
29	30	31				
0	0	0				

January-20						
S	M	T	W	T	F	S
			1	2	3	4
			1	0	1	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	0	1	1	1	1	0
26	27	28	29	30	31	
0	1	1	1	1	1	

February-20						
S	M	T	W	T	F	S
						1
						0
2	3	4	5	6	7	8
0	1	1	1	1	1	0
9	10	11	12	13	14	15
0	1	1	1	1	1	0
16	17	18	19	20	21	22
0	1	1	1	1	1	0
23	24	25	26	27	28	29
0	1	1	1	1	1	0

March-20						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
0	1	1	1	1	1	0
8	9	10	11	12	13	14
0	1	1	1	1	1	0
15	16	17	18	19	20	21
0	1	1	1	1	1	0
22	23	24	25	26	27	28
0	1	1	1	1	1	0
29	30	31				
0	1	1				

April-20						
S	M	T	W	T	F	S
			1	2	3	4
			1	1	1	0
5	6	7	8	9	10	11
0	1	1	1	1	1	0
12	13	14	15	16	17	18
0	1	1	1	1	1	0
19	20	21	22	23	24	25
0	1	1	1	1	1	0
26	27	28	29	30		
0	1	1	1	1		

May-20						
S	M	T	W	T	F	S
					1	2
					1	0
3	4	5	6	7	8	9
0	1	1	1	1	1	0
10	11	12	13	14	15	16
0	1	1	1	1	1	0
17	18	19	20	21	22	23
0	1	1	1	1	1	0
24	25	26	27	28	29	30
0	1	1	1	1	1	

June-20						
S	M	T	W	T	F	S
		1	2	3	4	5
		1	1	1	1	0
7	8	9	10	11	12	13
0	1	1	1	1	1	0
14	15	16	17	18	19	20
0	1	1	1	1	1	0
21	22	23	24	25	26	27
0	1	1	1	1	1	0
28	29	30				
0	1	1				

Non Work Days
 Paid Holidays
 Working Days

Grand Total **254**

Paid Holidays
 July 4 - Independence Day
 Sept 2 - Labor Day
 Nov 28 - Thanksgiving Day
 Jan 1 - New Year's Day
 Feb 17 - President's Day
 May 25 - Memorial Day

Non Workdays
 Nov 29 - Thanksgiving Holiday
 Dec 25-Dec 31 Winter Break
 Jan 2 - Winter Break
 Jan 20 - MLK Day

INDIAN RIVER SCHOOL DISTRICT

EMPLOYEE PAYROLL SCHEDULE FY 2020

The Standard Pay Date is the 15th & the Last Business Day of each Month, unless otherwise noted below.			EMPLOYEE PAY TYPE # FROM CALENDARS *					
			601, 614, 616, 660, 710, 720	153, 400, 470, 602, 603, 604, 830,	430	102, 151, 410, 440, 606, 615, 810, 850	101, 111, 121, 152, 420, 460, 510, 520, 820, 607, 608, 609	
PAY#	Pay Date	Begin & End Dates		9 month	10 month	11 month	11 month	12 month
001	7/15/2019	0701/2019	7/12/2019					1
002	7/31/2019	7/13/2019	7/26/2019				1	2
003	8/15/2019	7/27/2019	8/9/2019		1	1	2	3
004	8/30/2019	8/10/2019	8/16/2019	1	2	2	3	4
005	9/13/2019	8/17/2019	8/30/2019	2	3	3	4	5
006	9/30/2019	8/31/2019	9/13/2019	3	4	4	5	6
007	10/15/2019	9/14/2019	10/4/2019	4	5	5	6	7
008	10/31/2019	10/5/2019	10/18/2019	5	6	6	7	8
009	11/15/2019	10/19/2019	11/1/2019	6	7	7	8	9
010	11/26/2019	11/2/2019	11/15/2019	7	8	8	9	10
011	12/13/2019	11/16/2019	11/29/2019	8	9	9	10	11
012	12/19/2019	11/30/2019	12/6/2019	9	10	10	11	12
013	1/15/2020	12/7/2019	1/3/2020	10	11	11	12	13
014	1/31/2020	1/4/2020	1/17/2020	11	12	12	13	14
015	2/14/2020	1/18/2020	1/31/2020	12	13	13	14	15
016	2/28/2020	2/1/2020	2/14/2020	13	14	14	15	16
017	3/13/2020	2/15/2020	2/28/2020	14	15	15	16	17
018	3/31/2020	2/29/2020	3/13/2020	15	16	16	17	18
019	4/15/2020	3/14/2020	3/27/2020	16	17	17	18	19
020	4/30/2020	3/28/2020	4/17/2020	17	18	18	19	20
021	5/15/2020	4/18/2020	5/1/2020	18	19	19	20	21
601	5/28/2020	multi checks		19	20			N/A
602	5/28/2020	multi checks		20	21	20	21	N/A
603	5/28/2020	multi checks		21	22	21		N/A
604	5/28/2020	multi checks		22				N/A
022	5/29/2020	5/2/2020	5/15/2020	23	23	22	22	22
023	6/15/2020	5/16/2020	6/5/2020	24	24	23	23	23
024	6/26/2020	6/6/2020	6/30/2020			24	24	24**
			**multis	4	3	2	1	0

SCHEDULE IS SUBJECT TO CHANGE DURING THE YEAR

* = First pay date is based on work calendars start date for fiscal year;

** = Eligible employees may receive 1, 2, 3 or 4 multichек(s) depending on their pay type

Note: Adjustments, corrections, re-issues and voids will be combined and processed the after pay day unless dictated otherwise by law and collective bargaining agreements

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May 3, 2019

Christopher Taylor
District Assessment Coordinator
Indian River School District
6500 57th Street
Vero Beach, FL 32967

Dear Chris,

I am pleased to provide you with the following transactional pricing for a SAT School Day administration:

PRICING

The SAT School Day program allows schools or district to order any number of tests. If test materials are ordered by the school, districts can monitor orders through a district dashboard

	TEST FEE	INCOME ELIGIBLE REDUCED PRICE
SAT	\$49.50 per student	\$8 per student

SAT School Day Administrations – 2019-2020 Academic Year
October 16, 2019
March 4, 2020
March 25, 2020
April 14, 2020
April 28, 2020

Please let me know if I can be of further assistance.

Regards,

Beth Martin *Assistant Director, School Outreach
State and District Partnerships*

The College Board
13450 W. Sunrise Blvd., Suite 420, Sunrise, FL 33323
T 954.874.4372 **F** 954.874.4341
emartin@collegeboard.org

Clearing a path for all students to own their future

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School District of Indian River County

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

Mark J. Rendell, Ed.D.
Superintendent



Positive Climate and Discipline Code of Student Conduct Handbook 20189-201920

Red Font – New wording

Blue Font – Wording deleted

Green Font – wording was moved from one section to another

[Board-Approved-Update-9-25-18](#)

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

District Facilitators

Heather Clark
Tracy Crawford
LaVonne Walker

School and District Staff Members

Heather Acosta
Terri Amy
Gayle Bruce
Liz Cannon
Pamela Dampier
Cindy Devine
Elaine Dobson
Candace Fitzgordon
Brooke Flood
Concetta Hall
Greg MacDonald
Coletta Murray
Diane Parentela
Rose Parkinson
Beth Ratliff
Eddie Robinson
Lisa Scardino
Rachel Serra
Natasha Steenburgen
Becky Teske
Kevin VanBrimmer
Nancy Wood

Community Participants

Janet Achin
Heather Askin
Paula Barker
Sarah Breheny-Hood
Brenda Carley
Brenda Cooley
Jim Davis
Paula Essig
Heidi Frazier
Claudia Gonzalez
Joanne Holmes
Nicole Kane
Stacey Klim
Angela Liotta
Barbara Lipton
Katrena McMahan
Christina Moyen
Kalibbia Page
Ross Partee
Beth Petta
Karen Rackard
Karen Rutledge

Maryann Ronan-Lamson

Michelle Scott

Mike Tennant

Teri Tennant

Debbi Tucker

Robyn Vanover

Cinnamon White

Student Participants

Clarke Camren

Tristian Kirby

Christopher Laylock

Benny Rackard

Lauren Schirard

Simmons Tyrese

Community Committee Members

Dr. John Brown

Ms. Merchon Green

Mrs. Joanne Holmes

Mrs. Stacey Klim

Ms. Barbara Lipton

Mr. Lance Luceford

Ms. Sandra Mandel

Ms. Maryann Ronan-Lawson

Dr. Mara Schiff - Facilitated with District Core Team

Mrs. Michelle Scott

Community Partners

Mrs. Robyn Vanover

Mr. Ross Partee

District Core Facilitators

Dr. Lillian Torres-Martinez

Ms. Heather Clark

Mrs. Rachel Moree

Mrs. Felice Heppern

Mr. Dariyall Brown

Mrs. LaVonne Walker

School and District Staff Members

Mrs. Diane Parentela

Ms. Rachel Serra

School and District Staff - Student Participants

Mrs. Keondra Eberhardt

Mr. Derek Weintraub

Mrs. Liz Cannon

Superintendent Student Advisory Council

Community Participation

Detective John Finnegan

Mrs. Brenda Green

Mr. Randy Heimler

Ms. Sharon Kolor

~~Mrs. Katrena McMahan~~
~~Dr. Jaqueline Warrior~~
~~Ms. Jeanne Astremon~~
~~Ms. Kim Brady~~
~~Ms. Angela Feurtado~~
~~Ms. Nicki Genoni~~
~~Dr. Sharon Hayes~~
~~Ms. Sierra Holmes~~
~~Ms. Danielle Lee~~
~~Ms. Latoya Morgan~~
~~Mr. Rickavius Stinson~~
~~Mr. Eugene Wolf~~

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Introduction

Message from Superintendent

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

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

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

Vision: Educate and inspire every student to be successful.

Mission: To serve all students with excellence.

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

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

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

Strategies

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

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

NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY

Any form of discrimination or harassment can be devastating to an individual's academic progress, social relationship, and/or personal sense of self-worth. As such, the School Board will not discriminate nor tolerate harassment in its educational programs or activities on the basis of race, color, national origin, sex (including sexual orientation, transgender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, which are classes protected by State and/or Federal law (collectively, "protected classes").

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The Board also does not discriminate on the basis of protected classes in its employment policies and practices as they relate to students.

Equal educational opportunities shall be available to all students, without regard to the protected classes, age (unless age is a factor necessary to the normal operation or the achievement of any legitimate objective of the program/activity), place of residence within the boundaries of the District, or social or economic background, to learn through the curriculum offered in this District. Educational programs shall be designed to meet the varying needs of all students.

Core Values

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

School Expectations and Responsibilities

School Community Expectations and Responsibilities

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

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

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

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

Responsibilities of School Staff and Administration

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

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

Rights and Responsibilities for Parents

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

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

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

Rights and Responsibilities for Students

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

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

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

Positive behavioral interventions and support combines:

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

to enhance quality of life and reduce problem behaviors.

Our schools will take action steps to:

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

Multi-Tiered System of Support - MTSS

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

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

Student Attendance

What You Should Know About Attendance

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

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

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

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

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

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

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

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

Habitual Truancy

When a student has a total of fifteen (15) unexcused absences within ninety (90) calendar days, with or without

knowledge and consent of parents/guardians, she/he will be considered habitually truant. Parents will be notified of the excessive absences and the intent to notify the **Department of Highway Safety and Motor Vehicles**, if appropriate. When students are truant, they may be subject to having a truancy petition filed. Please note that this may happen under state statute if the student has:

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

Tardiness

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

Early Departure

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

Excused Absences

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

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

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

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

Makeup School Work for Absences

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

Discipline

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

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

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

Additional Attendance Processes

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

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

Student Dress Code

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

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

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

Dress and Grooming Expectations for All Students:

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

~~school staff.~~

- Certain courses may require a specific dress code.

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

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

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

Drugs and Alcohol Possession, Use, and Distribution

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

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

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

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

Over-the-Counter (OTC) Medication

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

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

A Medication Permission Slip has been completed and signed by the student's parent/legal guardian. Parental

Authorization for Students to Carry and Self Administer and a **Physician's Authorization for Medication** must be completed. **Acetaminophen (Tylenol)** may be given to Middle and High School students without a physician's order providing the following criteria are met:

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

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

Tobacco-Free Safe and Healthy Learning Environment

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

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

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

Weapons

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

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

[How to report a potentially dangerous situation? Students and Staff members in our schools can contact an administrator or the School Resource Officer \(SRO\). Also following the 'See Something, Say Something' campaign, anyone can provide information through the Indian River County Sheriff's Office tip line by calling \(772\) 978-6116, or via email at \[tips@ircsheriff.org\]\(mailto:tips@ircsheriff.org\). We also have a web-based reporting app that has been provided by the Florida Department of Education. The App, *FortifyFL*, can be downloaded from the App Store or iTunes Store.](#)

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

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

Gun Free Schools

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

Student Groups

Student groups will be recognized as authorized school organizations only if they are approved by the school administration, sponsored by school-approved personnel, composed of members of the current student body, conduct the majority of their meetings at school, and have established aims, which are educational in nature. [For a list of authorized school organizations see school website or check with the front office of your child's school.](#)

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

Bullying, Harassment, Cyberbullying, Sexual Cyberbullying, [Sexual Harassment/Sexual Cyberharassment](#), Hazing, Dating Violence and Abuse, Bias Behavior, and Gang-Related Activities

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

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

Violent Crimes and Victimization

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

Getting Help: Reporting

Procedures

Our schools are steadfast in providing educational settings that are safe, secure, and free from bullying, cyberbullying, sexual cyberbullying, harassment, hazing, dating violence and abuse, gang-related activities, and bias behavior for all students and school employees. **The school Principal is the person responsible for receiving all complaints.** Any student or parent/guardian who experiences any of the above acts should immediately report the

situation to the school Principal. **If an act occurs during non-school hours, it should be reported to a law enforcement agency.**

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

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

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

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

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

➤ Report the incident:

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

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

➤ If you witness bullying (**you are a bystander**), you should:

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

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

Interscholastic and Extracurricular Activities

Interscholastic athletics and sports have a positive impact on students and are an integral part of the school experience, benefitting the community. The program should foster the growth of school loyalty within the student body, and stimulate community interest in athletics. Participation in the district's interscholastic athletics programs is a privilege. All middle schools and high schools are members of the Florida High School Athletic Association (FHSAA)

and are governed by its rules and regulations. All district students (including transfer students) shall satisfy the eligibility requirements established by the FHSAA, Florida law, and school board policy.

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

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

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

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

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

Student Use of Wireless Communication Devices

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

- A. Students may use WCDs while riding to and from school, or to and from school-sponsored activities on a bus or other school board-provided vehicle, at the discretion of the bus driver and administrator, teacher, sponsor, advisor, or coach. Distracting behavior that creates an unsafe environment will not be permitted.
- B. When a student arrives at school, the WCD should be set to 'silent' or 'vibrate' and remain in that mode throughout the school day.
- C. With principal permission, the student may use their WCD before school, during lunch, and after school as long as they do not create a distraction, disruption, or otherwise interfere with the educational environment or school functions.
- D. The WCD may be used in class **only** for educational purposes, with the principal's and teacher's expressed permission.
- E. The student must connect to the district Wi-Fi to access the Internet during classroom instruction even if they have their own data plan in compliance with CIPA (Children's Internet Protection Act).

- F. Students must disable or deactivate any personal hotspots or other Internet sharing capability while on school grounds.
- G. During class, WCDs should not be visible when not being used as part of classroom instruction.
- H. Students may not use WCDs, personal data plans, or other networks to access or view Internet websites that are otherwise blocked for students by the district's web filter.
- I.. Students may not download or stream any audio or video files without teacher permission.
- J. Students may not participate in cyberbullying, sexual cyberbullying sending hate e-mail/ posts/ texts, or making false, harassing, or obscene e-mail/ posts/ texts ("sexting").
- K. Students may not take pictures or videos of anyone on campus, or post or send any pictures or videos without a teacher's/administrator's permission.
- L. Students may not participate in hacking, cracking, vandalizing, introducing viruses, worms, Trojan horses, or time bombs, and may not use Peer-to-Peer (P2P) computing or networking.
- M. Students may not use another person's password or account, change or steal another person's work or files, or use another's personal electronic device.
- N. Students may not use proxies, HTTPS, or special ports. Students may not change browser settings or in any other way try to get through Internet filters.
- O. Students may not post any personal information about themselves or anyone else online.
- P. Students will not have the ability to access network folders or print from personal devices.
- Q. Students must charge devices before coming to school; devices are not to be charged at school without permission from school staff.
- R. During after-school activities, WCDs may only be used with the permission of the principal and administrator, teacher, sponsor, advisor, or coach.
- S. The district is not responsible for the security, repair, troubleshooting, technical support, loss, misplacement, theft, or damage of any personal WCD.

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

Student Network and Internet Responsible Use and Safety

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

Advances in telecommunications and other related technologies have fundamentally altered the ways in which information is accessed, communicated, and transferred in society. Such changes are driving the need for educators to adapt their means and methods of instruction, and the way they approach student learning, to harness and utilize the vast, diverse, and unique resources available on the Internet. The school district is pleased to provide Internet services to its students. The district's Internet system has a limited educational purpose. The district's Internet system has not

been established as a public access service or a public forum. The district has the right to place restrictions on its use to ensure accordance with its limited educational purpose. Student use of the district's computers, network, and Internet services ("Network") will be governed by this policy, related administrative guidelines, and the Positive Climate and Discipline Code of Student Conduct. The due process rights of all users will be respected in the event there is a suspicion of inappropriate use of the Network.

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

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

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

students and staff with the opportunity to communicate with other people throughout the world. Access to such an incredible quantity of information and resources brings with it, however, certain unique challenges.

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

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

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

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

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

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions, or use of specific monitoring tools to review browser history and network, server, and computer logs.

Students and staff members are responsible for good behavior on the district's computers and the Internet just as they are in classrooms, school hallways, and other school premises and school-sponsored events. Communications on the Internet are often public in nature. General school rules for behavior and communication apply. The board does not sanction any use of the Internet that is not authorized by or conducted strictly in compliance with this policy and its accompanying procedures.

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

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

Student Discipline

Overview

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

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

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

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

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

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

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

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

Discipline Procedures Relating to Disciplinary Actions

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

The school board recognizes that exclusion from a school's educational program, whether by emergency removal,

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

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

Exclusionary Time-out

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

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

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

Non-Exclusionary Time-Out

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

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

First offense – between 5% - 20% of the class session or instructional day* Second offense – up to 25% of the class session or instructional day* Third offense – up to 50% of the class session or instructional day*
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*Progressive time-out measures can be used within the classroom setting (i.e., non-exclusionary) or outside of the classroom setting (i.e., exclusionary).

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

Emergency Removal

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

Suspension (In School and Out of School Suspension)

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

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

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

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

In School Suspension

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

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

Bus Suspension

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

Expulsion

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

Threat or False Report

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

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

Due Process Rights

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

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

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

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

prior to attending a school in our district.

Due Process for Students Subject to Expulsion

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

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

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

Placement in Alternative Education & Expulsion Recommendation Process

Suspension Expulsion Review Team (SERT)

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

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

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

Procedures for Appeal of Alternative Education Placements

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

Expulsion Appeals

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

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

Procedures for Felony Suspensions

A principal may initiate suspension proceedings against any student who is formally charged by a prosecuting attorney with a felony, or with a delinquent act which would be a felony if committed by an adult, for an incident which allegedly occurred on property other than that owned by the school district. If the incident is shown to have an

adverse impact on the educational program, discipline, or welfare of the school, the student may be suspended or placed at an alternative program. The principal will hold an administrative hearing to make the determination. Teachers will be notified by the principal or another administrator if they have a student in their class who has been charged with a felony. For additional information regarding this procedure, please contact the Director of Student Services. **Additional information may also be referenced in Florida State Statutes 1001.54; 1003.31; 1003.32; 1006.07; 1006.09(2) and School Board policies 5500; 5520; 5540; 5600; 5605; 5610; 5610.01; 5610.02 and 5611.**

Discipline Process for Students with Disabilities

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

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

Manifestation Determination Review

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

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

A. When Must We Conduct a Manifestation Determination Review?

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

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

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

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

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

1. Conduct a functional behavior assessment (FBA), unless an appropriate FBA addressing the student's current needs has already been completed;
 2. Implement a Behavior Intervention Plan (BIP). If a BIP has already been developed, review and modify it, as necessary, to address the behavior;
 3. Return the student to the placement from which the student was removed, unless the IEP Team disagrees to a change in placement as part of the modification of the behavior intervention plan.
 4. If/when there is serious concern that the home school is not currently an appropriate placement or the least restrictive environment in which the student's needs can be best met, the IEP team should convene immediately to problem solve to make appropriate educational recommendations and decisions.
- D. When the behavior is found NOT to be a manifestation of the student's disability/disabilities, the student completes the assigned disciplinary action, and the IEP team must meet to:
1. Initiate a plan to conduct an FBA, and develop a BIP if deemed necessary.
 2. Provide behavior intervention services and modifications designed to address the behavior to help prevent future reoccurrence.
- E. A student with disability/disabilities should not be removed from his/her current educational placement for more than an accumulation of ten (10) days in any (1) school year. If a student, who has demonstrated a pattern of behaviors, should receive more than ten (10) consecutive or cumulative school days during a school year, this would constitute a change in placement, and instructional home-based services must be provided to the student.

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

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

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

1. The IEP or 504 team is to convene when a student has accumulated, or is in the process of accumulating five days of suspension. A suspension includes an Out-of-School Suspension (OSS) or an in-school suspension (ISS) if the ISS or OSS persists for 50% or more of the student's school day.
2. When a student has reached 5 days of suspension, the parent and student will be invited to participate in an IEP or 504 case review to problem solve and develop interventions in effort to decrease undesired behavior within the school setting and build skills that will increase success for the student. Interventions are to be implemented with fidelity and progress monitored on a regular basis.

In-School/Out-of-School Suspension

The principal may assign in-school or out-of-school suspensions for a student eligible under the IDEA or Section 504 for short-term periods not to exceed a cumulative ten (10) days during a school year. Such short-term suspensions

from a program are not considered a change in educational placement and the procedural safeguards associated with a change of placement are not required. However, the Principal, in collaboration with a resource specialist and a student support specialist, should stay alert to the possible need to convene the Individual Education Plan (IEP) team or the Section 504 team to review the appropriateness of the student's current IEP or Section 504 Accommodation Plan and its implementation, and to determine whether the behavior and its frequency/intensity creates the need for a Behavioral Assessment and Behavioral Intervention Plan.

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

Interim Alternative Educational Placement

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

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

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

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

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

Expulsion

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

Search and Seizures

Principals may conduct a warrantless search of a student's possessions, locker, vehicle, or any other storage area on

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

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

Investigations Involving Students

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

Before student(s) are questioned as a witness to, or a suspect in, an alleged violation of law, the Principal shall attempt to contact the parent prior to questioning and remain in the room during the questioning, unless compelling reasons for exclusion are provided by the law enforcement agency. **Additional information may also be referenced in Florida State Statute 1006.061 and School Board Policy 5540.**

Non-Discrimination Grievance Procedures

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

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

Behavior-Offenses/Violations and Levels of Interventions and Consequences

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

- Level 1 behaviors will can be addressed by classroom teacher.
- Level 2 behaviors will can be addressed by the teacher,s and The teacher may consult with other staff members including a school administrator and this will require a Classroom Incident Report (CIR).
- Level 3 behaviors will need to be referred to a school administrator and may or may not require an Office Discipline Referral (ODR)
- Level 4 behaviors will need to be referred to a school administrator and require an Office Discipline Referral (ODR)
- Level 5 behaviors will need to be referred to a school administrator and require an Office Discipline Referral (ODR)

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

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

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

LEVEL 2 - Behavior-Offenses/Violation

Classroom Incident Report (CIR)

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

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

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

LEVEL 3 Behavior-Offenses/Violation
Office Discipline Referral (ODR)

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

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

~~Tobacco Offense: Referral to Substance Awareness Center or Drug Abuse and Treatment Association shall be considered as an intervention for this offense.~~
~~1st Offense: Level 1 and 2 Type Consequence & Interventions~~
~~2nd Offense: Level 2 and 3 Type Consequence & Interventions~~
~~3rd Offense: Level 3 and 4 Type Consequence & Intervention~~
~~Alcohol & Drugs Offense: Referral to Substance Awareness Center or Drug Abuse and Treatment Association shall be required as an intervention for this offense.~~
~~**SESIR incidents and are expected to include consultation with Law Enforcement~~
~~**SESIR incidents and are expected to may or may not include consultation with Law Enforcement~~
~~† Only if available at the school~~

- Anti-Bullying Intervention Strategies
- Referral to outside agency
- Bus Suspension 1-5 days
- Restitution
- Check and Connect†
- Restorative Practices †
- Check In-Check Out
- School-based or outside facilitated conflict resolution
- Law Enforcement Consultation
- Social Emotional Regulation Strategies
- Civil Citation if applicable for infraction-issued by Law Enforcement
- Time-Out
- Self-Monitoring Strategies
- Class or schedule change
- Community Service

In-class time-out/ Thinking space†

Informal and/or preventative school-based mentoring

In-school intervention

Parent/Guardian notification required

In-school suspension

Parent Shadowing _____

Learning lab†

Referral to MTSS Individual Problem Solving Team

Loss or suspension of privileges

Out of School Suspension 1-2 days

Office Discipline Referral

LEVEL 4 Behavior-Offenses/Violation
Office Discipline Referral (ODR)

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

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

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

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

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

~~† Only if available at the school~~

- Anti-Bullying Intervention Strategies
- Behavior Contract
- Law Enforcement Consultation
- Civil Citation if applicable for infraction-issued by Law Enforcement
- Loss of parking privileges
- Loss or suspension of privileges
- ~~Office Discipline Referral~~
- Office discipline referral required
- Parent/guardian notification required
- Parent Shadowing
- Referral to MTSS Individual Problem Solving Team

- Referral to outside agency
- Restitution
- Restorative Practices†
- Restricted activity
- School-based or outside facilitated conflict resolution
- Self-Monitoring Strategies
- SERT referral for consideration for alternative school- based program
- Social Emotional Regulations Strategies
- Student re-entry or success plan
- Student re-entry or success plan (when student returns from any suspension)
- Short-term Suspension (1–5 days except for attendance or tardiness-related offenses)
- Temporary removal from class
- Time-out

LEVEL 5 Behavior-Offenses/Violation
Office Discipline Referral (ODR)

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

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

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

- Anti-Bullying Intervention Strategies
- Law Enforcement Consultation when applicable
- Civil Citation if applicable for infraction-issued by Law Enforcement
- Long-term Suspension (6-10 days)
- Office Discipline Referral
- Office discipline referral required
- Parent/guardian notification required
- Parent Shadowing

- Referral to MTSS Individual Problem Solving Team
- Referral to outside agency
- Restitution
- Restorative Practices†
- Self-Monitoring Strategies
- SERT referral for consideration of alternative placement or expulsion hearing
- Short-term suspension (1-5 days except for attendance or tardiness-related offenses)
- Social Emotional Regulations Strategies
- Student re-entry or success plan (when student returns from any suspension)
- Time-out

Bus Safety Rules

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

A signed note ~~written notice~~ including a phone number from parent/guardian is required to be turned in to the front office twenty-four (24) hours in advance ~~for to allow a~~ students to be permitted to ride a different bus. ~~The Principal and Director of Transportation must approve the request.~~ School officials will verify note, authorize and return to student to present to bus driver as approval to ride a different bus.

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

Progressive Disciplinary Action for Behaviors and Safety Infractions

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

Minor Bus Behavior Violations

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

Minor Infraction Consequences

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

Repeated Offenses:

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

Mid-Range Bus Behavior Violations

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

Mid-Range Infraction Consequences

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

Major Bus Behavior Violations

- Placing head, arms, or legs outside the window of the bus while parked or in motion
- Threats against the bus operator, bus attendant, or passengers on the bus
- Fighting on bus
- Possession and/or use of Weapon/Drugs/Alcohol (Any Zero Tolerance Item) on bus
- Throwing objects inside the bus or out of the window of the bus, which may or may not cause injury to

persons or physical damage

- Vandalism of seats or other bus equipment
- Opening a school bus emergency exit door while the bus is in motion
- Opening a school bus emergency door and/or exiting the bus when the bus is stopped, unless directed by the school bus operator in an emergency or during an evacuation drill.
- Boarding or attempting to board a bus route other than the student's assigned bus route or attempting to leave the school bus at stop other than the student's assigned bus stop without permission of the school Principal and/or Director of Transportation

Major Infraction Consequences

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

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

GLOSSARY

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

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

Continuation of Mid-Range Infractions	Three or more mid-range infractions that need to be addressed. Any behavioral infraction that merits repeated ODR(s) where interventions have been implemented and the behavior has not changed.
Contraband	The processing or use of items which are prohibited at school or school-sponsored events.
Cyberbullying**	Bullying through the use of technology or any electronic communication, including transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo electronic system, or photo optical system. This includes electronic mail, Internet communications, instant messages, and facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or impersonates another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying. Cyberbullying also includes the distribution, by electronic means, of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.
Detention	being kept in school after hours.
Disproportionately	Having or showing a difference that is not fair, reasonable, or expected; too large or too small in relation to something.
Disruption	Behavior causing an interruption in a class or activity on school grounds before school or at dismissal, during lunch times, or school bus transportation. Includes but is not limited to: sustained loud talking; yelling; taunting or teasing; screaming; social media posting; noise with materials; inappropriate physical contact or scuffling; and/or sustained out-of-seat behavior.
Disruption on Campus – Major* (Significantly disrupts campus activities, school-sponsored events, or school bus transportation)	Disruptive behavior that poses a serious threat to the learning environment or to the health, safety, and welfare of others. This includes bomb threats [F.S. 1006.07(2)(m)] , inciting a riot, and initiating a false fire alarm.
Dress Code Violation	<p>Student wears clothing, or practices grooming habits, that do not fit within the dress code guidelines required by the district.</p> <p>First Offense: Verbal warning and notification of parent/guardian.</p> <p>Second Offense: Student is ineligible to participate in any extracurricular activity for a period of time out to exceed five (5) days, and holding of a parent conference.</p> <p>Third and Subsequent Offenses: In-school suspension not to exceed three (3) days, student cannot participate in any extracurricular activity for a period not to exceed thirty (3) days, and Principal shall call</p>

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

	punishment as would have been received by the wrongly accused individual. The Principal may adjust the consequence after considering the circumstances of misdirected staff time and damage to the wrongly accused staff member.
False Fire Alarm (district)	Activating a fire alarm system or equipment (such as fire extinguishers, hoses, or sprinklers) when there is no fire or legitimate emergency.
Fighting (district)	Participating in an altercation involving physical violence in which individuals may or may not sustain minor personal injury.
Fighting*	Two or more persons mutually participating in the use of force or physical violence that requires physical restraint or results in injury.
FOCUS	School District Informational platform.
Functional Behavior Assessment (FBA)	A process that identifies specific target behavior, the purpose of the behavior, and what factors maintain behavior interfering with the student's educational progress.
Gambling	Any participation in games or activities of chance for money or items of value. *May refer to other Major SESIR.
Gang (Criminal Gang)	Florida Statute 874.03 Defines "Criminal gang" as "a formal or informal ongoing organization, association, or group that has as one of its primary activities the commission of criminal or delinquent acts, and that consists of three or more persons who have a common name or common identifying signs, colors, or symbols, including, but not limited to, terrorist organizations and hate groups".

Gang-Related Activity*	<p>An incident is gang-related if gang affiliation/association caused the incident or was a contributing factor to action that happened during the incident. For example, an incident of vandalism or robbery might be part of an initiation into a gang or a fight might be caused by group rivalry. Report an incident as gang-related only if evidence exists that gang affiliation/association contributed to that incident. Factors to be considered when determining whether the incident is gang-related include, but are not limited to the following: A gang is a somewhat organized group of some duration, sometimes characterized by turf concerns, symbols, special dress or colors. The group is recognized as having one of its primary activities, the commission of one or more criminal acts and a gang by its members and others. One or more of those involved in the incident admits to gang affiliation/association or admits that gang affiliation/association was a contributing factor to the incident. One or more involved were wearing clothing, tattoos, or a style of dress "known" to be associated with gangs. Students/witnesses to the incident alleged that the incident or one or more of those involved in the incident was gang-related or affiliated/associated with a gang. The determination of whether or not the incident was gang-related should be based on a reasonable interpretation of the totality of the circumstances.</p> <p>Gang Symbol: A visual way gang members identify their affiliation. This can take many forms including slogans, gang graffiti, hand signs, gang initials code words and numbers, bandanas, and any other marking or images that represents gang affiliation.</p>
Criminal Gang Enforcement and Prevention	Criminal Gang Enforcement and Prevention as per Florida Statute 874.03. Definition as used in this chapter: As used in this subsection, "primary activities" means that a criminal gang spends a substantial amount of time engaged in such activity, although such activity need not be the only, or even the most important, activity in which the criminal gang engages.
Criminal gang-related activity	An activity committed with the intent to benefit, promote, or further the interests of a criminal gang, or for the purposes of increasing a person's own standing or position within a criminal gang; an activity in which the participants are identified as criminal gang members or criminal gang associates acting individually or collectively to further any criminal purpose of a criminal gang; An activity that is identified as a criminal gang activity by a documented reliable informant; or An activity that is identified as criminal gang activity by an informant of previously untested reliability and such identification is corroborated by independent information.
<u>Habitual Truant</u>	<u>is a student who has 15 or more unexcused absences within 90 calendar days with or without the knowledge or consent of the student's parent or guardian, and who is subject to compulsory school attendance.</u>

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

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

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

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

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

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

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

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

	inappropriate/unauthorized files, programs, pornographic sites, or sites advocating hate or violence.
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Statutes and Policies:

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

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

Appendix A

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

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

Character Counts

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

Character Education

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

Common Sense K-12 Digital Citizenship

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

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

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

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

LifeSkills Training

The Botvin LifeSkills Training is a substance abuse and violence prevention program based on more than 35 years of rigorous scientific research. LifeSkills Training is comprehensive and developmentally designed to promote positive youth development. In addition to helping kids resist drug, alcohol, and tobacco use, the LifeSkills Training program also effectively supports the reduction of violence and other high-risk behaviors.

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

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

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

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

Project Wisdom

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

For the Campus

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

For the Classroom

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

For Educators

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

Second Step

Set a foundation for social and academic success by teaching the *Second Step* program. Then build on those

fundamentals with the Bullying Prevention Unit for grades K–5, with training for all school staff and lessons for students.

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

The three resource curricula address *all* the components that must be covered as a part of students' comprehensive health education according to Florida Statute 1003.42. The statutory requirements addressed in the curricula include: the definition of dating violence and abuse, warning signs of dating violence and abusive behavior, characteristics of healthy relationships, measures to prevent and stop dating violence and abuse and community resources available to victims of dating violence and abuse. In addition, each session addresses up to 15 FDOE health education benchmarks. The three curricula are to be implemented in age groupings: seventh and eighth grades, ninth and tenth grades and eleventh and twelfth grades. All three curricula have eight 45-minute sessions. However, the curricula may be used in a three, five or eight session format.

Appendix B Reporting Procedures from School Board Policy 5517

Reports and Complaints of Harassing Conduct

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

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

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

Anti-Harassment Compliance Officers

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

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

informally on behalf of the student.

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

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

Investigation and Complaint Procedure

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

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

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

Informal Complaint Procedure

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

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

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

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

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

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

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

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

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

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

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

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the

student elects to file a formal complaint initially, the formal complaint process as described below shall be implemented.

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

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

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

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

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

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

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

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

Within five (5) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subject to offensive

conduct/harassment. A principal will not conduct an investigation unless directed to do so by the Compliance Officer.

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

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

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

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

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

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

Privacy/Confidentiality

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

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

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the *Family Educational Rights and Privacy Act* will be maintained in a manner consistent with the provisions of the Federal law.

Sanctions and Monitoring

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

Retaliation

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

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

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

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

Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy [8141](#) to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance

with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

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

Forms to Be Completed by Students and Parents

STUDENT NETWORK AND INTERNET RESPONSIBLE USE AND SAFETY AGREEMENT

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

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

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

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

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

- Using another person's username and password.
- Accessing chat rooms, social media such as Facebook and Twitter, and other forms of direct electronic communications for non-educational purposes.
- Using electronic resources for financial gain, advertising, political activity, or personal business activity.
- Accessing, downloading, storing, viewing, sending, or displaying text, images, movies, or sounds that contain pornography, obscenity, or language that offends or tends to degrade others.
- Sending, or attempting to send, anonymous messages of any kind or pretending to be someone else while sending a message.
- Accessing, or attempting to access, the Network, or any devices attached to the Network, to engage in "hacking" or other unlawful activities.
- Using electronic resources for illegal or inappropriate activities.
- Violating copyright laws, and obtaining copies of or modifying files, data, or passwords belonging to others.
- Accessing confidential student or employee information without authorization, or through

- misuse of authorization, and communicating such information with unauthorized persons.
- Downloading files to district hard drives without prior authorization, attempting to view other computers or computer resources across the network, or disclosing personally identifiable information of minors via electronic resources, except as expressly authorized by the minor student's parent/guardian.

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

STUDENT NETWORK AND INTERNET RESPONSIBLE USE AND SAFETY AGREEMENT

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

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

School: _____ Grade: _____

Parent/Guardian's Name: _____

Parent/Guardian

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

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

Check below to agree:

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

Parent/Guardian's Signature: _____ Date: _____

Student

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

Student's Signature: _____ Date: _____

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

Sign and return to your child's school

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STUDENT /PARENT ACKNOWLEDGMENT FORM 20189-201920

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

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

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

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

ID#: _____

Student Name (Print) / School: _____

DOB: _____

Student Signature / Date: _____

Cellular phone number: _____

Parent/Guardian Name (Print) / Date: _____

Parent/Guardian Signature / Date: _____

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

Statement of Academic Honesty

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

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

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

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

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

Parent/Guardian Signature

Date

Sign and return to your child's school.

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**Media Release 2018~~9~~-
20~~19~~20**

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

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

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

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

Student Name: _____

Parent/Guardian Signature

Date

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SDIRC Instructional Materials Total Cost		
Elementary ELA		
Grade Levels	Cost	Details
K-5	\$151,950.71	1 Year Publisher – McGraw Hill
Shipping @.05	\$7,597.54	Wonders -Text/ Consumable / Digital (Bundle)
Total Cost ELA K-5	\$159,548.25	
Secondary ELA		
Grade Levels	Cost	Details
6th-12th	\$208,275.00	2 Year Publisher – HMH
Shipping @.05	\$10,413.75	Collections Texts/Consumable
Total Cost ELA 6-12	\$218,688.75	(Reading/Writing/Digital (bundle))
Elementary Math		
Grade Levels	Cost	Details
K-5	\$211,710.00	3 year gap purchase- bundled student consumable texts with digital access + 5/grade/school
Shipping @.05	\$10,585.50	
Total Cost Math K-5	\$222,295.50	
Secondary Math		
Grade Levels	Cost	Details
6th-12th	\$223,696.54	3 Year – MS -Big Ideas 6-8 Text/digital
Shipping @.05	\$11,184.83	HS – Pearson – Alg 1 & Geometry Text/digital
Total Cost Math 6-12	\$234,881.37	Lib Arts – Alg. Nation Consumable/digital
SDIRC TOTAL	\$835,413.86	



Because learning changes everything.™

QUOTE PREPARED FOR:

Indian River Co School Dist
 6500 57TH ST
 VERO BEACH, FL 32967 ACCOUNT
 NUMBER: 268856

SUBSCRIPTION/DIGITAL CONTACT:

Tiffany McKenzie
 tiffany.mckenzie@indianriverschools.org
 (954) 638-1405

CONTACT:

Kelly Baysura
 kelly.baysura@indianriverschools.org
 (772) 564-3067

SALES REP INFORMATION:

Lisa Dunn
 lisa.dunn@mheducation.com
 9545608088

Section Summary	Value of All Materials	Free Materials	Product Subtotal
One year Wonders online plus print	\$144,276.39	\$0.00	\$144,276.39
PRODUCT TOTAL*	\$144,276.39	\$0.00	\$144,276.39
ESTIMATED S&H**			\$7,674.32
ESTIMATED TAX**			TBD
SUB TOTAL			\$151,950.71
SHIPPING COST 5%			7,597.54
GRAND TOTAL*			159, 548.25

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

Shipping for this quote is to be delivered to one location. Shipping to multiple locations will result in additional shipping charges.

HMH / INDIAN RIVER COUNTY PUBLIC SCHOOLS
HMH CUSTOM ELA 6-12 PRICING PROPOSAL

Summary	Delivery	Print/Digital Material
HMH Collections 2years Print/ 2Years Digital w/ Close Reader Print - Grades 6-12**	FL Pricing	\$208,275.00
Shipping Cost	5%	\$10,413.75
Total		218,688.75

**includes Gratis Teacher Digital Materials

*Pricing totals are based on enrollment provided by Indian River County Public Schools at time of proposal offer as shown in Appendix 1. Change in enrollments and/or program mix will affect the price of the bundle total. Pricing is effective through July 31, 2019. Price based on combined purchase of all elements of proposal

HMH / INDIAN RIVER COUNTY PUBLIC SCHOOLS
HMH CUSTOM MATH K-5 PRICING PROPOSAL

Summary	Delivery	Print/Digital Material
Go Math! Florida 3 Years Print/ 3Years Digital- Grades K-5	FL Pricing	\$211,710.00
MATH K-5 Grand Total		

**includes Gratis Teacher Digital Materials at counts shown in Appendix 2

*Pricing totals are based on enrollment provided by Indian River County Public Schools at time of proposal offer as shown in Appendix 1. Change in enrollments and/or program mix will affect the price of the bundle total. Pricing is effective through July 31, 2019. Price based on combined purchase of all elements of proposal

INDIAN RIVER COUNTY PUBLIC SCHOOLS

Secondary Math

3-Year Digital Pricing

Publisher	Title	Print/Digital Material
Big Ideas	Dynamic Florida Student Edition Online 3-Year	\$95,424.00
Pearson	Algebra 1 and Geometry Digital Courseware with 3 -Year Digital Path access	\$92,137.54
HMH	Algebra 2 Exploration in Core Math Florida Online Student	\$0.00
Algebra Nation	Algebra 1 and Geometry workbook for Liberal Arts Math 1 and 2	\$36,135.00
Cengage	College Prep Algebra 1st Edition/Larson - CourseMate with eBook access Pre-Calculus: Pre-Calculus with Limits: A Graphing Approach Trigonometry 2014 9th Edition/Larson	\$0.00
Sub-total		\$223,696.54
Shipping @ .05		\$11,184.83
Total Cost Math 6-12		\$234,881.37

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AGENDA ITEM

INVITATION TO BID NO.: 18C-16L – TERM CONTRACT FOR CAFETERIA AND CULINARY ARTS
EQUIPMENT, OEM PARTS, INSTALLATION AND REPAIR

DATE: August 2, 2017
DATE SOLICITED: June 28, 2017
PRESENTED TO BOARD: September 27, 2017

DATE OPENED: July 24, 2017
DATE POSTED: August 2, 2017

CONTRACT PERIOD: October 31, 2017 through October 30, 2020
DEPARTMENT: Various FUND: Various FUNCTION: Various ACCOUNT: Various
FUNDING SOURCE: School Food Service
REQUESTING DEPARTMENT: School Food Service

FINANCIAL IMPACT

The annual financial impact to the Special Revenue Food Service and Capital Maintenance Transfer Budgets are not to exceed \$3,500,000.

Items to be purchased include School Food Service and Culinary Arts equipment, OEM parts, installation and repair.

AWARD RECOMMENDATION / TABULATION

(See attached Bid Summaries)

<u>VENDOR</u>	<u>MINORITY STATUS</u>
<u>Advance Case Parts, Inc.</u>	---
(AllPoints Foodservice Parts and Supplies)	---
<u>Florida Commercial Appliance Parts & Service Inc.</u>	---
<u>General Hotel & Restaurant Supply Corporation</u>	---
<u>Gulf Ice Systems, Inc.</u>	6
<u>Heritage Food Service Group</u>	---
<u>J.M.B. Repairs, Inc.</u>	---
<u>Milo Food Service Equipment Dist., Inc.</u>	---
<u>School Specialty, Inc.</u>	---
<u>Unisource Marketing Group</u>	---

LEGEND:

_____ = Award - Primary

===== = Award – Secondary

() = Reject

MINORITY - (2-African American, 3-Hispanic American, 4-Native American, 5-Asian American, 6-American Woman, 7-Physically Impaired, 8-Other)

Revised 4/14/16

EXCEPTIONS:

Section III, OEM Parts

AllPoints Foodservice Parts and Supplies – Rejected. Responses given represented percentage discount off of OEM list price. Requirement was to list percentage mark-up.

Heritage Food Service Group. Items: 4, 8, 41, 45, 46, 50, 63, 66, 81, 82, 84, 85, 93, 104, 115-118, 120, 125, 126, 128, 136, 137, 166, 169. Rejected. Requirement was to list percentage mark-up.

TIE BIDS

Section I: Items 9, 47, 87.

Section II: Items 8, 47, 54, 69, 87.

Awards: Primary and Secondary:

<u>VENDOR</u>	<u>AWARD - PRIMARY</u>	<u>AWARD - SECONDARY</u>
Advance Case Parts, Inc.	Section I: 7, 9, 11-13, 16, 17, 19-21, 24, 30, 32, 33,36, 40, 44, 46, 48, 50, 52, 53, 55, 61, 64, 66-68, 70, 71, 74-76, 79-81, 83-87, 89-91, 93, 94, 96, 98, 102, 104, 105, 108, 109, 111-113, 115, 116, 118, 120, 121, 124, 126, 128, 129, 131-133, 135-140, 143-145, 148, 151, 157, 158, 164, 166-170, 172, 175. Section II: 3, 6, 7-13, 15-25, 27, 29-34, 40-42, 44, 48-53, 55-62, 64-71, 74-86, 88-98, 101, 102, 104-106, 108-121, 124-129, 131-170, 172-175.	Section I: 3, 5, 6, 8,10, 15, 18, 23, 25, 27, 29, 37, 38, 42, 45, 49, 51, 55, 58, 59, 60, 63, 65, 78, 82, 88, 92, 95, 97, 100, 103, 106, 107, 110, 114, 119, 123, 125, 134, 141, 147, 153, 155, 156, 159, 162, 165, 171, 173, 174. Section II: 1, 2, 4, 5, 14, 26, 28, 35-39, 43, 45-47, 54, 63, 72, 73, 87, 99, 100, 103, 107, 122, 123, 130, 171.
Florida Commercial Appliance Parts & Service Inc.	Section III: 1, 2, 4-37, 39-45, 47-57, 59-113, 115-158, 160-162, 164-175.	Section III: 3, 38, 46, 58, 159, 163,
General Hotel & Restaurant Supply Corporation	Section I: 1, 2, 3, 6, 8, 10, 14, 18, 22, 23, 25-27, 29, 31, 34-35, 37-39, 49, 51, 54, 56, 57, 62, 63, 65, 72, 73, 77, 78, 82, 88, 92, 95, 97, 99, 101, 106, 107, 110, 114, 117, 119, 122, 125, 127, 130, 134, 141, 142, 146, 147, 152, 156, 160-163, 165, 173, 174.	Section I: 4, 28, 41, 43, 47, 56, 58, 59, 60, 69..
Gulf Ice Systems, Inc.	Section I: 69 Section II: 69	Section I:
Heritage Food Service Group	Section III: 163,	Section III: 134, 135, 155,
J.M.B. Repairs, Inc.	Section I: 103, 123. Section II: 43, 73, 87, 103, 123, 130. Section III:	Section I: 9, 23, 87, 130. Section II: 8. Section III: 1, 2, 4-24, 26-29, 31-37, 39-45, 47-57, 59-113, 115-133, 136-154, 156-158, 160-162, 164-175.

Milo Food Service Equipment Dist., Inc.	Section I: 4, 5, 15, 28, 41, 47, 58, 100, 139, 159, 171. Section II: 1, 2, 4, 5, 14, 26, 28, 35, 39, 47, 54, 58, 63, 72, 99, 100, 107, 122, 171.	Section I: 1, 2, 4, 5, 14, 22, 26, 31, 35, 39, 54, 56, 62, 72, 77, 99, 107, 117, 122, 127, 146, 161. Section II: 69, 118, 159.
School Specialty, Inc.	Section I: 45.	
Unisource Marketing Group	Section III: 3, 38, 46, 58, 114, 159,	Section III: 25,

According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both or all vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both or all vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss. In the event there is a 3-way tie, vendor's company name will be chosen in a drawing.

RECOMMENDATIONS:

Sections I and II: It is recommended that the award be made by line item to the responsive, responsible bidder offering the highest fixed percentage discount as indicated in the Bid Summaries, and authorize the use of the secondary awardee in the event the primary awardee cannot fulfill their contract.

Section III: It is recommended that the award be made by line item to the responsive, responsible bidder offering the lowest percentage mark-up as indicated in the Bid Summaries, and authorize the use of the secondary awardee in the event the primary awardee cannot fulfill their contract.

Section IV: It is recommended that the award be made to all responsive and responsible bidders in order to meet the needs of the School District.

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

DG:GM:AB

School District of Palm Beach County FL



Solicitation No.

18C-16L

**Term Contract for Cafeteria and Culinary Arts
Equipment, OEM Parts, Installation and Repair**

RESPONSES ARE DUE PRIOR TO:

**JULY 24, 2017
2:00 P.M. E.S.T**

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.Demandstar.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.

<https://www.palmbeachschools.org/purchasing/wp-content/uploads/sites/76/2017/03/Non-discrimination-Statement.pdf>

INSTRUCTIONS TO BIDDERS

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").

2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.

3. **ANTI-DISCRIMINATION:**
 - a. The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
 - b. The bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
 - c. Upon the School District's request, and upon the filing of a complaint against bidder pursuant to Palm Beach County School Board Policy 6.144, bidder agrees to provide the School District, within sixty (60) calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the Palm Beach School District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Bidder agrees to fully cooperate in any investigation conducted by the School District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.

4. **BIDS:** Bids will be received electronically through a secure mailbox at Demandstar.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches Demandstar on or before the closing date and hour as indicated in this bid document.
5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.
6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**
 - A. The School Board reserves the right to terminate this Contract for convenience, at any time and for no reason, upon giving thirty (30) days prior written notice to Bidder. If the Contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under the Contract. The School Board will only be required to pay to the Bidder that amount of the Contract actually satisfactorily performed to the date of termination. The Bidder shall not be entitled under any theory to payment for work not actually performed or lost profits.
 - B. If the Bidder materially breaches its obligations under this Contract, the Superintendent will provide written notice of the deficiency by forwarding a notice citing the specific nature of the material breach. The Bidder shall have thirty (30) days to cure the breach. If the Bidder fails to cure the breach within the thirty (30) day period, the Superintendent shall issue a Notice of Termination for Default. Once the Superintendent has notified the Bidder that it has materially breached its Contract with the School Board, the Superintendent shall recommend to the School Board that it terminates the Contract for Cause. Notwithstanding the foregoing, the School Board reserves the right to terminate this Contract immediately with cause if necessary to protect the health, safety, and/or welfare of the School District's students or employees. The School Board shall review and consider the Superintendent's recommendation and determine whether the Bidder should be suspended from doing future work with the School Board, and if so, for what period of time. The School Board will consider the seriousness of the breach in making a determination as to whether a Bidder should be debarred, and if so, for what period of time. The School Board will consider the seriousness of the breach in making a determination as to whether a Bidder should be debarred, and if so, for what period of time. Should the School Board terminate for default in accordance with this provision, the School Board shall be

entitled to recover procurement costs in addition to all other remedies under law and/or equity. For purposes of this Section, a “material breach” shall be defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract.

The Bidder shall have the option to terminate the Contract upon written notice to the Director of Purchasing. Such notice must be received at least sixty (60) days prior to the effective date of termination. Early termination of the Contract by the Bidder may result in removal from bidders/responder list and may result in Bidder being debarred. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding funding period.

“This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein”.

9. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite A323
West Palm Beach, FL 33406

With a copy to: Inspector General
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite C306
West Palm Beach, FL 33406

To Contractor:

10. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

The Board objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

11. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.
12. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District

badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

13. **DISQUALIFYING CRIMES:** The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid to contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder(s) certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

14. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.

15. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at Demandstar.com, and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

16. **DISPUTES:** All documents associated with this solicitation shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflict of laws provisions. The parties agree that any controversies or legal disputes arising out of these and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida and exclusive governing venue shall lie in Palm Beach County, Florida.

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 BID.

17. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
18. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.
19. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.
20. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

21. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
22. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

23. **PRODUCT RECALL:** In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

GENERAL CONDITIONS FOR BIDS

1. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.

4. **MANDATORY NONDISCRIMINATION CLAUSE:** The Bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. The Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. The Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder

understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.

7. **INDEMNIFICATION AND HOLD HARMLESS** To the fullest extent permitted by law, the Bidder agrees to indemnify, defend and hold harmless the School Board (Board), its officers, agents, volunteers, and employees from and against all claims, damages, losses and expenses, including but not limited to all fees and charges of attorney(s), and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Bidder's work or services under this agreement, including but not limited to any claim, damage, loss or expense attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting therefrom or any actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court, but only to the extent caused in whole or part by the actual or alleged negligent acts, errors, omissions of the Bidder, Bidder's subcontractor (s), or anyone directly or indirectly employed or hired by Bidder, or anyone for whose acts Bidder may be liable. The Board reserves the right, but not the obligation to participate in defense without relieving Bidder of any obligation hereunder. Bidder agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Bidder's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Bidder acknowledges that Board would not enter into this Agreement without this indemnification of Board by Bidder, and that Board's entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the Board's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the Bidder of any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar.

Contractor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida.

8. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to

hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.
10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

11. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.
16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
17. **SAMPLES, DEMONSTRATIONS AND TESTING:**
 - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
 - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
 - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense.**
19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District

incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.
23. **ORDERING PROCEDURE:** Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at Demandstar.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.
25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges

included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

26. **TIE BID:** According to FS 287.087, in the event of a tie, preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more responses are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place program, preference shall be awarded to the vendor who is certified in the following order: as a certified M/WBE vendor with the School District, as a SBE certified vendor with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the tie will be resolved by a coin toss. The vendor whose company's name comes first in the alphabet will be assigned "heads" and the second vendor will be assigned "tails". The coin will be tossed a minimum of three times. The vendor whose side of the coin selected wins two out of three times will be named as the first ranked proposer and recommended for award. In the event of a 3-way (or more) tie, the vendor's company name will be chosen in a drawing.
27. **INTERPRETATIONS:** Neither DemandStar nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.
28. **SPECIAL CONDITIONS:** To the extent that any conflict exists between the provisions of the General Conditions, the Special Conditions, the Instructions to Bidder and bidder's proposal, the order of precedence to resolve a conflict shall apply: 1) the Special Conditions, 2) the General Conditions, 3) the Instructions to Bidder and all exhibits thereto, including any addenda, 4) Contractor's response to the ITB, including any appendix and exhibits.
29. **DISPUTE RESOLUTION:** As a condition precedent to a party bringing any suit for breach of contract related to this bid, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The existence of a dispute shall not excuse the parties from performance pursuant to this bid. This remedy is supplemental to any other remedies available at law.
30. **WAIVER PROVISION:** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this bid and, therefore, is a material term hereof. Any party's failure to enforce any provision of this bid shall not be deemed a waiver of such provision or modification of this bid. A waiver of any breach of a provision of this bid shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this bid.

18C-16L - SPECIAL CONDITIONS

- A. SCOPE:** The purpose and intent of this Invitation to Bid is to secure prices and establish a **Term Contract for School Food Service Cafeteria and Culinary Arts Equipment, OEM Parts, Installation, and Repair** as specified herein.

All products offered under this Invitation to Bid shall be new and currently in production. Used equipment, unless otherwise approved, is prohibited.

Bidders are not required to bid on each item, or each section, but only those items from which they wish to supply to the District.

The District reserves the right to solicit quotes from respondents for large projects of any single item or items.

- B. DELIVERY:** Items in this Invitation to Bid are for various school cafeterias and culinary arts programs located throughout Palm Beach County. Deliveries are to be FOB destination and delivered to address as stated on purchase order. All deliveries require inside delivery.

Heavy / bulky deliveries shall require a truck with a lift-gate and the manpower to deliver the items into the building. District personnel will not participate in the removal of items from a vehicle or transport it inside the building. Carriers must be able to unload and transport all items into the building. Deliveries for heavy/bulky items may be refused if the carrier does not provide appropriate manpower to unload. Any redelivery must occur within twenty-four (24) hours at no additional cost to the District.

Normal stock of OEM parts for repairs shall be delivered within twenty-four (24) hours after receipt of purchase order, or after notification by authorized district personnel if items ordered are against an issued blanket purchase order.

All non-stock OEM parts for repair must be delivered within 10 days after receipt of purchase order, or after notification by authorized district personnel if items ordered are against an issued blanket purchase order. If items cannot be delivered within this time frame, the District reserves the right to order these items from the next bidder with the highest percentage discount.

When the need arises, the School District (Department of Maintenance and Plant Operations or School Food Service) will notify the primary contractor of need for repair services. Notification will include name and address of school, name and telephone number of contact person (if applicable), brand/type of equipment and the repair issues.

Within three (3) calendar days after notification of a job, contractor shall make a site inspection and initial diagnosis. If job is considered an emergency due to the nature of the issue and the volume of perishables contained within the unit, response time shall be within three (3) hours.

Freight/shipping charges will be paid by the bid awarded bidder.

C. DEMANDSTAR:

1. All offers must be submitted electronically to Demandstar.com.
2. DemandStar requires that all documents be downloaded, completed, saved and re-uploaded to submit your offer. DemandStar does not support online document completion.
3. The Vendor Contact Information page on the DemandStar site has a required field "BID AMOUNT". The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.
4. It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your offer to DemandStar.
5. **The District will only consider offers that have been uploaded and submitted prior to the bid closing date and time. Allow sufficient time to complete your offer.**
6. **IMPORTANT INFORMATION:** When finished uploading all required documents, at the end of the document, **you must Submit your Response.**
After clicking "Submit Response" the following process will begin:
 - DemandStar will verify that your response is complete as entered.
 - You will see a confirmation page with your confirmation number and date/time stamp of your upload.
 - You will receive a confirmation e-mail indicating a successful response submittal.

If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712 or email demandstar@onvia.com

For additional information please go to:

<https://www.palmbeachschools.org/purchasing/wp-content/uploads/sites/76/2016/02/ebidding.pdf>

Hard copy bids will not be accepted.

7. Be advised that DemandStar has a limit of 30MB per document upload and a 100MB maximum per vendor response.

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

D. BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT: The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBS Form 1997) must be completed, signed, notarized and returned with your bid.**

E. FLORIDA PREFERENCE: Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. **All Proposers must complete and submit the attached Proposers Statement of Principal Place of Business with the response to this solicitation.** Failure to comply may be considered non-responsive to the terms

of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.

F. M/WBE PREFERENCE: Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) if the bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the School District of Palm Beach County, **subject to the criteria indicated in paragraph P.** The District does not recognize any other certifications. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. **See Paragraph N, M/WBE GOAL, and Paragraph P, MINORITY BUSINESS PARTICIPATION, for complete detail.** For District certification go to <http://www.palmbeachschools.org/MWBE> website and complete the M/WBE certification application.

G. AWARD:

Section I – Equipment Only: Contract will be awarded **by line item** (manufacturer) to the responsive, responsible bidder offering the highest fixed percentage discount off each manufacturer's suggested retail price (MSRP) after adjustments have been made for all preferences that may be applicable.

The Purchasing Department or their designee shall award to a primary and a secondary vendor and if for some reason (i.e., non-compliance, late delivery, inability to meet District timelines, etc.) the primary vendor does not adhere to specifications and/or special conditions, the secondary vendor will then be activated.

Section II – Equipment with Installation: Contract will be awarded **by line item** (manufacturer) to the responsive, responsible bidder offering the highest fixed percentage discount off each manufacturer's suggested retail price (MSRP) plus installation after adjustments have been made for all preferences that may be applicable.

The Purchasing Department or their designee shall award to a primary and a secondary vendor and if for some reason (i.e., non-compliance, late delivery, inability to meet District timelines, etc.) the primary vendor does not adhere to specifications and/or special conditions, the secondary vendor will then be activated.

Note: Any quotes derived from this bid must clearly state manufacturer, manufacturer part number, manufacturer list price and percentage discount.

Section III – OEM Parts: Contract will be awarded **by line item** to the responsive, responsible bidder offering the lowest fixed percentage mark-up from vendor cost for each manufacturer after adjustments have been made for all preferences that may be applicable.

The Purchasing Department or their designee shall award to a primary and a secondary vendor and if for some reason (i.e., non-compliance, late delivery, inability to meet District timelines, etc.) the primary vendor does not adhere to specifications and/or special conditions, the secondary vendor will then be activated.

Section IV - Labor Rate for Installation and/or Repair: Contract will be awarded to all responsive, responsible bidders meeting specifications, terms, and conditions of this bid. Whenever work is needed, awarded vendors will be notified to provide a quote for that project based on their prices listed in this bid. The project will be awarded to the vendor offering the best price for that project.

The Board, through its designee(s), reserves the right to further negotiate any proposal, including price and warranty, with all responsible and responsive bidders to meet the needs of the District. If a mutually beneficial agreement with the bidder offering the lowest cost and who is deemed responsible and responsive cannot be resolved, The Board, through its designee(s), reserves the right to enter into negotiations with the next bidder offering the lowest cost and who is deemed responsible and responsive until an agreement is reached to meet the needs of the District. Upon award of a particular item to the successful bidder, the vendor cannot substitute an item without prior approval by the Purchasing Department. Vendor must supply the item that was specified according to their bid response unless instructed otherwise by the Purchasing Department.

The Purchasing Department or their designee reserves the right to use the next bidder offering the lowest cost and who is deemed responsible and responsive in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of Preference awards as provided herein. The next bidder offering the lowest cost and who is deemed responsible and responsive prices must remain the same as originally bid and must remain firm for the duration of the contract.

The District will not be responsible for travel, meals, lodging or any other miscellaneous costs.

H. TERM OF CONTRACT: The term of this contract shall be three years from date of award, and may, by mutual agreement between the School District and the awardee, be renewable for two additional one-year periods. If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract may be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of this contract, however, nothing prohibits the District from accepting lower pricing during the term of this contract.

I. REFERENCES: Complete the Reference Document and include at least five (5) references from customers that you have contracted with to provide commercial and residential kitchen equipment with installation and/or repairs. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts and at least one reference from a past customer who is currently not under contract with you.

NOTE: The information requested must include a current contact name, phone number and email address for each reference.

J. QUALIFICATIONS: Provide photocopies of the following (**valid and current**) licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.**

1. Palm Beach County Local Business Tax Receipt, formerly Occupational License.

OR

2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

K. PLACING AN OFFER: All offers must be submitted electronically to Demandstar.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted.

Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.**

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

L. BID QUESTIONS: From the time this solicitation is posted until the time a Decision or Intended Decision is posted, potential Proposers and employees, representatives, partners, director, officers, or other individuals acting on behalf of the Proposer, shall be prohibited from lobbying any School District employee, Member of the School Board, Member of a School District Advisory Committee that may evaluate the awarded contract, or person selected to evaluate or recommend selection of the awarded Proposer. Violation of the Code of Silence shall result in rejection/disqualification of the Proposer from award of a contract arising out of this solicitation. Further, in order to protect the integrity of the award process, all questions regarding this solicitation must be submitted by email to Anne Berry at anne.berry@palmbeachschools.org no later than 5:00 p.m. EST, on July 12, 2017. Questions received in writing by the time and date specified will be answered in writing and posted on DemandStar. Anne Berry is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither Anne Berry nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

M. POSTING OF BID RECOMMENDATION / TABULATIONS: Bid recommendations and tabulations will be posted electronically with DemandStar and at the Fulton Holland Educational Services Center Purchasing Department, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, for review by interested parties, on July 31, 2017 at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

N. M/WBE GOAL: The Goal Setting Committee has established a 5% bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman Owned Business Enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Listings of District Certified Minority and Women Business Enterprises can be found on the District's Office of Diversity in Business Practices web site at <http://www.palmbeachschools.org/mwbe/>.

O. SUB-CONTRACTING: If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Bidders document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

P. MINORITY BUSINESS PARTICIPATION: Bidders who list M/WBE subcontractors as participants in their bids will complete Form 1525, M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The 1526 will be submitted with all requests for payment, and will be submitted as part of the response to the solicitation.

The industry specific classification for this solicitation is: Construction - African American owned firms

- General Procurement- Asian and Native American owned

The District does not have reciprocity with any other certifying Agency/Entity, and the State of Florida neither accepts nor recognizes the SDPBC M/WBE certification for State Bids.

*SDPBC will accept a State of Florida M/WBE certification on a school district solicitation if the Vendor can demonstrate that they meet the narrowly tailored Race/Gender/Ethnicity/income guidelines, and relevant market/location criteria. To ensure compliance with program guidelines and intent, proposers presenting State of Florida certification, and/or be counted towards the M/WBE goal ONLY if their industry specific classification, ethnicity/gender, and income thresholds are consistent with, and meets the standards contained in School Board Policy 6.143 and the Office of Diversity in Business Practices' Procedures Manual as depicted in the chart below:

INDUSTRY	ETHNICITY / GENDER	INCOME THRESHOLD*
Construction	African American	Not to exceed \$7,000,000.
Non-Professional Services	Hispanic American	Not to exceed \$3,000,000.
Professional Services	African American, Hispanic American, Native American, Woman owned	Not to exceed \$2,000,000.
General Procurement	Asian American, Native American	Not to exceed \$3,000,000.

*For verification of compliance with the income threshold, ethnicity, gender, and industry guidelines, proposers presenting State of Florida M/WBE certificate must submit notarized copies of the front page of tax returns filed with the IRS for each of the previous three (3) years.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from School District M/WBE Certification shall void acceptance of certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

Q. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF:

The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located

at: <http://www.palmbeachschools.org/policies/>.

R. PUBLIC RECORDS LAW:

The Responder shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.
- b. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Responder does not transfer the records to the Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Responder or keep and maintain public records required by the Board to perform the service. If the Responder transfers all public records to the Board upon completion of the Agreement, the Responder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Responder keeps and maintains public records upon completion of the Agreement, the Responder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of Responder to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event of a dispute regarding the enforcement of this provision where the Responder has unlawfully refused to comply with the public records request within a reasonable time, the School Board shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the vendor as authorized by 119.0701, Fla. Stat.

IF THE RESPONDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

Public Records Exemption:

- 1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.
- 2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

S. INSURANCE REQUIREMENTS:

In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The bidder's insurance coverage shall be primary and noncontributory. Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance. The School Board shall be named as an additional insured.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

- 1. WORKERS' COMPENSATION: WORKERS' COMPENSATION:** Bidder must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case by case basis.

Required Endorsements:

- Waiver of Subrogation – WC 0003 13 or its equivalent

- 2. COMMERCIAL GENERAL LIABILITY:** Bidder shall procure and maintain for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Required Endorsements:

- Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.

- Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.
- Primary and noncontributory – CG 2001 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

3. BUSINESS AUTOMOBILE LIABILITY: Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$500,000 per occurrence. This coverage shall be an “Any Auto” form policy or a form policy that includes “Scheduled Autos, Hired Autos, and Non-Owned Autos” coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

4. WAIVER OF SUBROGATION: The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Bidder’s insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder’s operations for any school or ancillary owned by the School Board of Palm Beach County.

T. PAYMENT / PAYMENT TERMS: Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District’s payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document**.

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Purchase Order Number
5. Manufacturer
6. Manufacturer Part Number(s) as applicable
7. Manufacturer's List Price
8. Serial Number of Equipment, as applicable
9. Discount Percentage Submitted with this Bid
10. Extended Total for each Line Item (Manufacturers List Price Minus the Discount).
11. Labor Rate, as applicable
12. School Name, as applicable
- 13. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at anne.berry@palmbeachschools.org**

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.

In addition, a copy of the invoice and service ticket (for repairs) must be sent via fax or e-mail to School Food Service. E-Mail is preferred.

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to apinvoice@palmbeachschools.org.

Electronic Invoice Submission Guidelines:

- a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.
- b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment

If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him at (561) 434-8701.

Failure to timely submit invoices(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

- U. INCORRECT PRICING/INVOICES:** Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.
- V. CHANGE ORDERS:** Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.
- W. DISTRICT PURCHASING CARD:** The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.
- X. CONFLICT OF INTEREST:** All responders must disclose the name of any officer, director, or agent who is also an employee of the District. All responders must disclose the name of any District employee who owns, directly or indirectly, any interest in the responder' business or any of its branches. Indicate with either a statement of Conflict of Interest or Non Conflict of Interest and submit with your proposal. NOTE: Statement is to be submitted on Company letterhead. There is no form to be filled out.
- Y. ORGANIZATION PROFILE:** Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement and a succinct history of the company. In addition the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.
- Z. COMPANY FINANCIALS:** Vendors must provide financial statements giving the District enough information to determine financial stability. These statements may include, but are not limited to:
- a. Balance Sheet or Annual Report for the last three (3) years;
 - b. Three (3) years of income statements and related earnings;
 - c. Statement of Changes in financial position;
 - d. Letter from the proposer banking institution i.e. Statement from certified public accounting firm.

AA. FIXED PERCENTAGE DISCOUNT - Sections I, II and III: Bidder shall indicate in spaces provided in the Bid Summary Documents their single fixed percentage discount to be deducted from the Manufacturer's dated price list. Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% is not. The District will accept a discount of zero (0%), however this is not preferred.

Bidders are not required to bid on each item, or each section, but only those items from which they wish to supply to the District.

BB. WARRANTY: The awarded vendor shall guarantee entire installed system (component parts included) to be free of defects in workmanship and materials for a period of at least one year from date installation is accepted. Awarded vendor(s) shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty periods.

CC. COORDINATION: Successful vendors shall liaison with Dave Trogdon, Project Coordinator, (561-644-2038) to schedule deliveries, installations, and where necessary, removal of old equipment. Under no circumstances shall any delivery be attempted before proper clearance has been obtained from Mr. Trogdon. To minimize interruption of normal cafeteria operation, **removal of old equipment that has been determined by School Food Service to be removed because of no value to the District shall be disposed of by the awarded vendor(s).** The vendor shall install new unit on the same day. Vendor is to dispose of equipment in accordance with all local statutes and laws regarding dumping. Under no condition is the vendor to use any bin or trash container on the School District site to dispose of such items.

DD. BIDDER RESPONSIBILITIES FOR INSTALLATION AND REPAIR OF EQUIPMENT: Installation and repair is to be performed and supervised by personnel employed by awarded vendor(s). If any third party installation personnel (not directly employed by the vendor's firm) will be utilized, responders submitting a bid must complete Installation Services Information and/or Repair Services Information document(s) in this bid

The successful bidder(s) shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other facilities and services necessary to fully complete all installation.

The District will not be responsible for travel, meals, lodging or any other miscellaneous costs.

Awarded bidder(s) shall be responsible for off-loading, setup, and assembly. The successful bidder(s) shall also be responsible for the removal and dunnage of all cartons, packaging or trash as a result of setup/assembly/repair of purchased items. Upon completion of the installation/repair, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition.

Safeguard of all equipment, tools, materials, etc., at the work site is the vendor(s) responsibility.

Awarded bidder(s) shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the site.

Awarded Bidder(s) shall correct any and all damage caused by their operations to the District's satisfaction at no additional cost to the District.

Awarded bidder(s) shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.

Personnel shall conduct themselves in a professional, respectful and courteous manner at all times. Use of inappropriate language on school property is strictly prohibited.

The use of any controlled substance including alcohol on District property is strictly prohibited. If bidder suspects an employee is under the influence while on District property, it is the bidder's responsibility to transport the employee off District property immediately. Smoking on school property is strictly prohibited.

Individuals engaged in any activities encompassed by this term bid are strictly forbidden from any form of interaction with students. Violation of this provision shall result in removal of the individual(s) involved from the school site, the project, and further, Bidder may be prohibited from employing the individual in any future work with the District performed under this term bid.

Personnel shall be in a company uniform shirt during the performance of installation/repair duties and MUST visibly display School District issued badge at all times.

EE. INSPECTIONS: The District will provide for inspections of all work specified herein.

District's inspector shall be furnished by the Department of School Food Service. Assigned inspector shall also act as District's representative.

Awarded bidder(s) shall notify Dave Trogdon, Department of School Food Service at 561-383-2016, dave.trogdon@palmbeachschools.org at least 24 hours prior to agreed commencement date of work and obtain authorization to begin work as scheduled.

District's inspector shall make random inspections while work is in progress to ensure conformity with conditions and specifications of this bid.

Awarded bidder(s) shall notify Department of School Food Service a minimum of eight (8) hours prior to completion to schedule final inspection.

FF. MAINTENANCE MATERIAL AND INSTRUCTIONS: The successful bidder(s) shall furnish one set of schematics and parts list for each and every model of equipment awarded either electronically or by hard copy. Furthermore, for each and every model of equipment delivered, the successful bidder(s) must supply a brochure and/or operating manual describing all of the operating instructions required to have the equipment perform in accordance with the manufacturer's specifications and **provide on-site training in equipment use at each facility for which equipment is purchased and delivered and also provide written instructions.**

GG. DISCONTINUED PRODUCTS: If, during the contract period, products are discontinued, the successful bidder of such items will send the School District Purchasing Department written notification of those items along with the replacement product information and pricing. A reasonable price must be submitted for the replacement product. In the event that a replacement item's price is determined to be unreasonably high, the requested item may not be considered for addition to the contract.

HH. SALES PROMOTION: It is understood that sales promotions occur during the course of this contract that will lower prices of products for the period of the sales promotion. The

District shall receive the full benefit of such reductions if lower than the discount established by this bid. The Purchasing Department must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotion.

Successful bidder(s) may always offer the District an additional education discount at any time and invoice the District at a lower cost. Price reductions announced by the vendor shall take effect immediately and be applied to unshipped and subsequent orders.

II. PRICE ADJUSTMENT: The discount percentage, terms and conditions contained in the bid are to remain firm throughout the contract period. If, during the contract period, the bidder issued replacements to the catalog(s)/price list(s) submitted with the bid, such replacements are to be forwarded to the District Purchasing Department no less than **ten days prior** to the effective date of the same, along with a written request for acceptance, referencing the bid number and stating the effective date of such change. Bidder must deliver copies of the replacement catalogs/price list electronically or hard copy with new prices to the District's Purchasing Department at no cost to the District.

Failure to submit the updated price lists will result in payments being based on the last update received and increased billings will NOT be honored.

JJ. PRICE REDUCTIONS: If, from date of bid opening, the successful bidder either bids the same products at a lower price than offered the District or reduces the price of the bid of the product, the lowest of these reduced prices will be extended to the District.

KK. ESTIMATED DOLLAR VALUE: No guarantee of the dollar amount of this bid is implied or given.

LL. VARIANCES: State any variances to the bid specifications on the attached Variance Document. If none are indicated, however slight, it will be assumed materials and/or services bid are identical to those specified.

MM. BALANCE OF LINE: The "balance of line" shall include products and services that are not requested in this Invitation to Bid, but are within the scope of products and services available from the awardee. The School District reserves the right to add these products and services to the awarded items. **Balance-of-line offerings apply only to vendors winning an award.** The Balance of Line discount indicated on the Additional Information Document shall be honored by the awarded vendor for the duration of the contract.

NN. AREA REPRESENTATIVE: Bidder should indicate name, address, phone number and email address, if available, of the vendor representatives who will make periodic scheduled visits to the schools and departments and will be available, upon request, to resolve billing and delivery problems.

OO. AUTHORIZED MANUFACTURER'S REPRESENTATIVE: By signing this bid, bidders certify that they are authorized by the manufacturer to sell and/or service the products on which bids are being submitted. Verification of authorization as manufacturer's representative or dealer may be requested by the Purchasing Department.

BID PREPARATION CHECKLIST: The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked “required” must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	N/A
	Yes	Bid Summary Document	Paragraph AA
	Yes	Certificates/License	Paragraph J
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	Paragraph D
	Yes	Proposer's Statement of Principal Place of Business	Paragraph E
	Yes	Debarment Certification	N/A
	Yes	Variance Document	Paragraph LL
	Yes	Reference Document	Paragraph I
	Yes (if applicable)	Form 1525, Letter of Intent – M/WBE Subcontractor Participation	Paragraph P
	Yes (if applicable)	Form 1526, M/WBE Subcontractor Participation Summary	Paragraph P
	Yes	Form 0580, Drug-Free Workplace Certification	N/A
	Yes	Organizational Profile	Paragraph Y
	Yes	Company Financials	Paragraph Z
	Yes	Conflict of Interest/Non Conflict of Interest Statement NOTE: To be provided on company letterhead. There is no form to be filled out.	Paragraph X
	Yes	Additional Information	Paragraph MM
	Yes	Installation Services	Paragraph DD
	Yes	Repair Services	Paragraph DD
	Yes	Early Payment Terms	Paragraph T
	Yes	Area Representative	Paragraph NN

**18C-16L
BID SUMMARY**

VENDOR NAME:

SECTION I: EQUIPMENT ONLY

Bidders are not required to bid on each item, only those items from which they wish to supply to the District and are authorized by the manufacturer to sell the products on which bids are being submitted.

The percent discount must reflect the complete product line of equipment.

Bidder shall indicate in spaces provided their single fixed percentage discount to be deducted from the Manufacturer's Suggested Retail Price (MSRP). Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% is not. The District will accept a discount of zero (0%), however this is not preferred.

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
1	ACCUTEMP	
2	ADVANCED TABCO	
3	ALTO-SHAAM	
4	ANGELO PO	
5	ATLAS	
6	BAKERS PRIDE	
7	BALDOR	
8	BERKEL ITW FOOD EQUIPMENT GROUP	
9	BETA	
10	BEVERAGE-AIR	
11	BEVERAGE PRODUCTS	
12	BKI	
13	BLAKESLEE	
14	BLODGETT CORP.	

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
15	BOHN HEATCRAFT WORLDWIDE REFRIGERATION	
16	BRISTOL	
17	BSI, LLC	
18	BUNN-O-MATIC CORP.	
19	BUSS	
20	CADDY CORPORATION	
21	CAPP	
22	CARTER-HOFFMAN	
23	CECILWARE	
24	CENTURY CONCEPTS INC.	
25	CHAMPION	
26	CLEVELAND MANITOWOC FOOD SERVICE	
27	COLORPOINT LOW TEMP INDUSTRIES	
28	CONTINENTAL REFRIGERATOR	
29	COOKTEK	
30	COPELAND	
31	CRES COR	
32	CUNO, INC. 3M PURIFICATION INC.	
33	DAYCO	
34	DEAN MANITOWOC FOOD SERVICE	
35	DELFIELD MANITOWOC FOOD SERVICE	
36	DITO DEAN	
37	DORMONT MANUFACTURING CO.	

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
38	DOYON EQUIPMENT INC.	
39	DUKE MANUFACTURING	
40	DUPONT	
41	EAGLE GROUP	
42	ELECTROLUX	
43	EVERPURE	
44	FASCO	
45	FLEETWOOD	
46	FOLLETT CORPORATION	
47	FOOD WARMING EQUIPMENT CO., INC.	
48	FORMS PLASTICS CO. (including supplies)	
49	FRANKLIN MACHINE PRODUCTS (FMP)	
50	FRIGIDAIRE ELECTROLUX	
51	FRYMASTER MANITOWOC FOOD SERVICE	
52	FURNAS SIEMENS	
53	G. E. PRODUCTS	
54	GARLAND MANITOWOC FOOD SERVICE	
55	GE MOTORS (GE ENERGY)	
56	GLOBE FOOD EQUIPMENT CO.	
57	GOLD MEDAL PRODUCTS	
58	GROEN UNIFIED BRANDS	
59	HAMILTON BEACH	
60	HARFORD MANITOWOC FOOD SERVICE	
61	HARTELL	

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
62	HATCO CORP.	
63	HOBART	
64	HONEYWELL	
65	HOSHIZOKI AMERICA, INC.	
66	HOTPOINT	
67	HUSSMAN INGERSOLL-RAND CO.	
68	ICE JACKET	
69	ICE-O-MATIC	
70	ICM CONTROLS	
71	ICOR INTERNATIONAL	
72	INTERMETRO INDUSTRIES	
73	INSINKERATOR	
74	INSINGER MACHINE CO.	
75	INTERLINK HEATCRAFT WORLDWIDE REFRIGERATION	
76	ISS EQUIPMENT	
77	JACKSON MANITOWOC FOOD SERVICE	
78	JADE RANGE	
79	JOHNSON CONTROLS	
80	KASON INDUSTRIES	
81	KEATING OF CHICAGO	
82	KELMAX STORAGE PRODUCTS GROUP	
83	KELVINATOR NATIONAL REFRIGERATION PRODUCTS	
84	KENMORE	
85	KITCHENAID	

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
86	KLIXON PRECISION PRODUCTS SENSATA TECHNOLOGIES	
87	KNIGHT IDEX CORPORATION	
88	KOLPAK MANITOWOC FOOD SERVICE	
89	KOOL STAR	
90	KRAMER-TRENTON	
91	LANCER	
92	LANG	
93	LARKIN HEATCRAFT WORLDWIDE REFRIGERATION	
94	LEGION	
95	LINCOLN MANITOWOC FOOD SERVICE	
96	LOCHINVAR	
97	LTI (LOW-TEMP INDUSTRIES)	
98	LOWE REFRIGERATION, INC.	
99	MANITOWOC	
100	MARKET FORGE INDUSTRIES, INC.	
101	MARSHALL AIR SYSTEMS	
102	MASTER-BILT	
103	MASTER DISPOSERS	
104	MAYTAG	
105	MENUMASTER COMMERCIAL	
106	MERCO MANITOWOC FOOD SERVICE	
107	METRO	
108	MOD-U-SERVE	

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
109	MOFFAT NORTH AMERICA	
110	MONTAGUE CO.	
111	MOYER DIEBEL	
112	MUELLER INDUSTRIES	
113	NIBCO	
114	NORLAKE	
115	NU-CALGON	
116	OLIVER PACKAGING & EQUIPMENT CO.	
117	PANASONIC	
118	PIPER PRODUCTS INC.	
119	PITCO FRIALATOR	
120	PRECISION FOOD EQUIPMENT	
121	RANCO - INVENSYS	
122	RATIONAL	
123	REDGOAT DISPOSERS	
124	REFRIGERATION TECHNOLOGIES	
125	REGAL WARE, INC.	
126	RF HUNTER, INC.	
127	ROBOT COUPE USA INC.	
128	ROPER	
129	ROSS TEMP	
130	SALVAJOR	
131	SANI-SERVE	
132	SAVORY	
133	SCHMIDT	
134	SCOTSMAN ICE SYSTEMS	

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
135	SECO	
136	SERVOLIFT	
137	SHARP	
138	SHELCON	
139	SHELLY	
140	SOMAT	
141	SOUTHBEND	
142	SPRAY MASTER TECHNOLOGIES	
143	SPEED QUEEN	
144	SPOKANE STAINLESS PRODUCTS	
145	SQUARE D - SCHNEIDER ELECTRIC	
146	STAR MANUFACTURING	
147	STEROI ITW FOOD EQUIPMENT GROUP	
148	STEVECO	
149	TECUMSEH	
150	TERRISON	
151	THERMODUKE	
152	THERMO-KOOL	
153	TOASTMASTER	
154	TOLEDO	
155	TRAULSEN	
156	TRUE MANUFACTURING CO.	
157	U. S. RANGE MANITOWOC FOOD SERVICE	
158	U-LINE	
159	UNIFIED BRANDS RAND	

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
160	VARIMIXER MANITOWOC FOOD SERVICE	
161	VICTORY REFRIGERATION, INC.	
162	VOLLRATH	
163	VULCAN ITW FOOD EQUIPMENT GROUP	
164	WAGNER	
165	WARING	
166	WASCOMAT	
167	WASTEKING	
168	WEISS INSTRUMENTS	
169	WHIRLPOOL	
170	WILBUR-CURTIS	
171	WINSTON INDUSTRIES	
172	WITTCO	
173	WOLF ITW FOOD EQUIPMENT GROUP	
174	WYOTT	
175	YELDKING	

18C-16L
BID SUMMARY

VENDOR NAME:

SECTION II: EQUIPMENT WITH INSTALLATION

Bidders are not required to bid on each item, only those items from which they wish to supply to the District and are authorized by the manufacturer to sell the products on which bids are being submitted.

The percent discount must reflect the complete product line of equipment.

Bidder shall indicate in spaces provided their single fixed percentage discount to be deducted from the Manufacturer's Suggested Retail Price (MSRP). Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% is not. The District will accept a discount of zero (0%), however this is not preferred.

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
1	ACCUTEMP	
2	ADVANCED TABCO	
3	ALTO-SHAAM	
4	ANGELO PO	
5	ATLAS	
6	BAKERS PRIDE	
7	BALDOR	
8	BERKEL ITW FOOD EQUIPMENT GROUP	
9	BETA	
10	BEVERAGE-AIR	
11	BEVERAGE PRODUCTS	
12	BKI	
13	BLAKESLEE	
14	BLODGETT CORP.	

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
15	BOHN HEATCRAFT WORLDWIDE REFRIGERATION	
16	BRISTOL	
17	BSI, LLC	
18	BUNN-O-MATIC CORP.	
19	BUSS	
20	CADDY CORPORATION	
21	CAPP	
22	CARTER-HOFFMAN	
23	CECILWARE	
24	CENTURY CONCEPTS INC.	
25	CHAMPION	
26	CLEVELAND MANITOWOC FOOD SERVICE	
27	COLORPOINT LOW TEMP INDUSTRIES	
28	CONTINENTAL REFRIGERATOR	
29	COOKTEK	
30	COPELAND	
31	CRES COR	
32	CUNO, INC. 3M PURIFICATION INC.	
33	DAYCO	
34	DEAN MANITOWOC FOOD SERVICE	
35	DELFIELD MANITOWOC FOOD SERVICE	
36	DITO DEAN	
37	DORMONT MANUFACTURING CO.	
38	DOYON EQUIPMENT INC.	

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
39	DUKE MANUFACTURING	
40	DUPONT	
41	EAGLE GROUP	
42	ELECTROLUX	
43	EVERPURE	
44	FASCO	
45	FLEETWOOD	
46	FOLLETT CORPORATION	
47	FOOD WARMING EQUIPMENT CO., INC.	
48	FORMS PLASTICS CO. (including supplies)	
49	FRANKLIN MACHINE PRODUCTS (FMP)	
50	FRIGIDAIRE ELECTROLUX	
51	FRYMASTER MANITOWOC FOOD SERVICE	
52	FURNAS SIEMENS	
53	G. E. PRODUCTS	
54	GARLAND MANITOWOC FOOD SERVICE	
55	GE MOTORS (GE ENERGY)	
56	GLOBE FOOD EQUIPMENT CO.	
57	GOLD MEDAL PRODUCTS	
58	GROEN UNIFIED BRANDS	
59	HAMILTON BEACH	
60	HARFORD MANITOWOC FOOD SERVICE	
61	HARTELL	
62	HATCO CORP.	

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
63	HOBART	
64	HONEYWELL	
65	HOSHIZOKI AMERICA, INC.	
66	HOTPOINT	
67	HUSSMAN INGERSOLL-RAND CO.	
68	ICE JACKET	
69	ICE-O-MATIC	
70	ICM CONTROLS	
71	ICOR INTERNATIONAL	
72	INTERMETRO INDUSTRIES	
73	INSINKERATOR	
74	INSINGER MACHINE CO.	
75	INTERLINK HEATCRAFT WORLDWIDE REFRIGERATION	
76	ISS EQUIPMENT	
77	JACKSON MANITOWOC FOOD SERVICE	
78	JADE RANGE	
79	JOHNSON CONTROLS	
80	KASON INDUSTRIES	
81	KEATING OF CHICAGO	
82	KELMAX STORAGE PRODUCTS GROUP	
83	KELVINATOR NATIONAL REFRIGERATION PRODUCTS	
84	KENMORE	

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
85	KITCHENAID	
86	KLIXON PRECISION PRODUCTS SENSATA TECHNOLOGIES	
87	KNIGHT IDEX CORPORATION	
88	KOLPAK MANITOWOC FOOD SERVICE	
89	KOOL STAR	
90	KRAMER-TRENTON	
91	LANCER	
92	LANG	
93	LARKIN HEATCRAFT WORLDWIDE REFRIGERATION	
94	LEGION	
95	LINCOLN MANITOWOC FOOD SERVICE	
96	LOCHINVAR	
97	LTI (LOW-TEMP INDUSTRIES)	
98	LOWE REFRIGERATION, INC.	
99	MANITOWOC	
100	MARKET FORGE INDUSTRIES, INC.	
101	MARSHALL AIR SYSTEMS	
102	MASTER-BILT	
103	MASTER DISPOSERS	
104	MAYTAG	
105	MENUMASTER COMMERCIAL	
106	MERCO MANITOWOC FOOD SERVICE	
107	METRO	
108	MOD-U-SERVE	

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
109	MOFFAT NORTH AMERICA	
110	MONTAGUE CO.	
111	MOYER DIEBEL	
112	MUELLER INDUSTRIES	
113	NIBCO	
114	NORLAKE	
115	NU-CALGON	
116	OLIVER PACKAGING & EQUIPMENT CO.	
117	PANASONIC	
118	PIPER PRODUCTS INC.	
119	PITCO FRIALATOR	
120	PRECISION FOOD EQUIPMENT	
121	RANCO - INVENSYS	
122	RATIONAL	
123	REDGOAT DISPOSERS	
124	REFRIGERATION TECHNOLOGIES	
125	REGAL WARE, INC.	
126	RF HUNTER, INC.	
127	ROBOT COUPE USA INC.	
128	ROPER	
129	ROSS TEMP	
130	SALVAJOR	
131	SANI-SERVE	
132	SAVORY	
133	SCHMIDT	
134	SCOTSMAN ICE SYSTEMS	

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
135	SECO	
136	SERVOLIFT	
137	SHARP	
138	SHELCON	
139	SHELLY	
140	SOMAT	
141	SOUTHBEND	
142	SPRAY MASTER TECHNOLOGIES	
143	SPEED QUEEN	
144	SPOKANE STAINLESS PRODUCTS	
145	SQUARE D - SCHNEIDER ELECTRIC	
146	STAR MANUFACTURING	
147	STEROI ITW FOOD EQUIPMENT GROUP	
148	STEVECO	
149	TECUMSEH	
150	TERRISON	
151	THERMODUKE	
152	THERMO-KOOL	
153	TOASTMASTER	
154	TOLEDO	
155	TRAULSEN	
156	TRUE MANUFACTURING CO.	
157	U. S. RANGE MANITOWOC FOOD SERVICE	
158	U-LINE	

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
159	UNIFIED BRANDS RAND	
160	VARIMIXER MANITOWOC FOOD SERVICE	
161	VICTORY REFRIGERATION, INC.	
162	VOLLRATH	
163	VULCAN ITW FOOD EQUIPMENT GROUP	
164	WAGNER	
165	WARING	
166	WASCOMAT	
167	WASTEKING	
168	WEISS INSTRUMENTS	
169	WHIRLPOOL	
170	WILBUR-CURTIS	
171	WINSTON INDUSTRIES	
172	WITTCO	
173	WOLF ITW FOOD EQUIPMENT GROUP	
174	WYOTT	
175	YIELDKING	

**18C-16L
BID SUMMARY**

VENDOR NAME:

SECTION III: OEM PARTS

Bidders are not required to bid on each item, only those items from which they wish to supply to the District and are authorized by the manufacturer to sell the products on which bids are being submitted.

The percent discount must reflect the complete product line of parts

Bidder shall indicate in spaces provided their single fixed percentage mark-up from vendor cost. Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% is not. The District will accept a discount of zero (0%), however this is not preferred.

Normal stock OEM parts shall be delivered within twenty-four (24) hours after receipt of purchase order, or after notification by district personnel if items ordered are against an issued blanket purchase order.

All non-stock OEM parts must be delivered within 10 days after receipt of purchase order, or after notification by district personnel if items ordered are against an issued blanket purchase order. If items cannot be delivered within this time frame, the District reserves the right to order these items from the next bidder with the highest percentage discount.

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP
1	ACCUTEMP	
2	ADVANCED TABCO	
3	ALTO-SHAAM	
4	ANGELO PO	
5	ATLAS	
6	BAKERS PRIDE	
7	BALDOR	
8	BERKEL ITW FOOD EQUIPMENT GROUP	
9	BETA	
10	BEVERAGE-AIR	
11	BEVERAGE PRODUCTS	
12	BKI	

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP
13	BLAKESLEE	
14	BLODGETT CORP.	
15	BOHN HEATCRAFT WORLDWIDE REFRIGERATION	
16	BRISTOL	
17	BSI, LLC	
18	BUNN-O-MATIC CORP.	
19	BUSS	
20	CADDY CORPORATION	
21	CAPP	
22	CARTER-HOFFMAN	
23	CECILWARE	
24	CENTURY CONCEPTS INC.	
25	CHAMPION	
26	CLEVELAND MANITOWOC FOOD SERVICE	
27	COLORPOINT LOW TEMP INDUSTRIES	
28	CONTINENTAL REFRIGERATOR	
29	COOKTEK	
30	COPELAND	
31	CRES COR	
32	CUNO, INC. 3M PURIFICATION INC.	
33	DAYCO	
34	DEAN MANITOWOC FOOD SERVICE	
35	DELFIELD MANITOWOC FOOD SERVICE	

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP
36	DITO DEAN	
37	DORMONT MANUFACTURING CO.	
38	DOYON EQUIPMENT INC.	
39	DUKE MANUFACTURING	
40	DUPONT	
41	EAGLE GROUP	
42	ELECTROLUX	
43	EVERPURE	
44	FASCO	
45	FLEETWOOD	
46	FOLLETT CORPORATION	
47	FOOD WARMING EQUIPMENT CO., INC.	
48	FORMS PLASTICS CO. (including supplies)	
49	FRANKLIN MACHINE PRODUCTS (FMP)	
50	FRIGIDAIRE ELECTROLUX	
51	FRYMASTER MANITOWOC FOOD SERVICE	
52	FURNAS SIEMENS	
53	G. E. PRODUCTS	
54	GARLAND MANITOWOC FOOD SERVICE	
55	GE MOTORS (GE ENERGY)	
56	GLOBE FOOD EQUIPMENT CO.	
57	GOLD MEDAL PRODUCTS	
58	GROEN UNIFIED BRANDS	
59	HAMILTON BEACH	

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP
60	HARFORD MANITOWOC FOOD SERVICE	
61	HARTELL	
62	HATCO CORP.	
63	HOBART	
64	HONEYWELL	
65	HOSHIZOKI AMERICA, INC.	
66	HOTPOINT	
67	HUSSMAN INGERSOLL-RAND CO.	
68	ICE JACKET	
69	ICE-O-MATIC	
70	ICM CONTROLS	
71	ICOR INTERNATIONAL	
72	INTERMETRO INDUSTRIES	
73	INSINKERATOR	
74	INSINGER MACHINE CO.	
75	INTERLINK HEATCRAFT WORLDWIDE REFRIGERATION	
76	ISS EQUIPMENT	
77	JACKSON MANITOWOC FOOD SERVICE	
78	JADE RANGE	
79	JOHNSON CONTROLS	
80	KASON INDUSTRIES	
81	KEATING OF CHICAGO	
82	KELMAX STORAGE PRODUCTS GROUP	
83	KELVINATOR NATIONAL REFRIGERATION PRODUCTS	

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP
84	KENMORE	
85	KITCHENAID	
86	KLIXON PRECISION PRODUCTS SENSATA TECHNOLOGIES	
87	KNIGHT IDEX CORPORATION	
88	KOLPAK MANITOWOC FOOD SERVICE	
89	KOOL STAR	
90	KRAMER-TRENTON	
91	LANCER	
92	LANG	
93	LARKIN HEATCRAFT WORLDWIDE REFRIGERATION	
94	LEGION	
95	LINCOLN MANITOWOC FOOD SERVICE	
96	LOCHINVAR	
97	LTI (LOW-TEMP INDUSTRIES)	
98	LOWE REFRIGERATION, INC.	
99	MANITOWOC	
100	MARKET FORGE INDUSTRIES, INC.	
101	MARSHALL AIR SYSTEMS	
102	MASTER-BILT	
103	MASTER DISPOSERS	
104	MAYTAG	
105	MENUMASTER COMMERCIAL	
106	MERCO MANITOWOC FOOD SERVICE	
107	METRO	

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP
108	MOD-U-SERVE	
109	MOFFAT NORTH AMERICA	
110	MONTAGUE CO.	
111	MOYER DIEBEL	
112	MUELLER INDUSTRIES	
113	NIBCO	
114	NORLAKE	
115	NU-CALGON	
116	OLIVER PACKAGING & EQUIPMENT CO.	
117	PANASONIC	
118	PIPER PRODUCTS INC.	
119	PITCO FRIALATOR	
120	PRECISION FOOD EQUIPMENT	
121	RANCO - INVENSYS	
122	RATIONAL	
123	REDGOAT DISPOSERS	
124	REFRIGERATION TECHNOLOGIES	
125	REGAL WARE, INC.	
126	RF HUNTER, INC.	
127	ROBOT COUPE USA INC.	
128	ROPER	
129	ROSS TEMP	
130	SALVAJOR	
131	SANI-SERVE	
132	SAVORY	
133	SCHMIDT	

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP
134	SCOTSMAN ICE SYSTEMS	
135	SECO	
136	SERVOLIFT	
137	SHARP	
138	SHELCON	
139	SHELLY	
140	SOMAT	
141	SOUTHBEND	
142	SPRAY MASTER TECHNOLOGIES	
143	SPEED QUEEN	
144	SPOKANE STAINLESS PRODUCTS	
145	SQUARE D - SCHNEIDER ELECTRIC	
146	STAR MANUFACTURING	
147	STEROI ITW FOOD EQUIPMENT GROUP	
148	STEVECO	
149	TECUMSEH	
150	TERRISON	
151	THERMODUKE	
152	THERMO-KOOL	
153	TOASTMASTER	
154	TOLEDO	
155	TRAULSEN	
156	TRUE MANUFACTURING CO.	
157	U. S. RANGE MANITOWOC FOOD SERVICE	
158	U-LINE	

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP
159	UNIFIED BRANDS RAND	
160	VARIMIXER MANITOWOC FOOD SERVICE	
161	VICTORY REFRIGERATION, INC.	
162	VOLLRATH	
163	VULCAN ITW FOOD EQUIPMENT GROUP	
164	WAGNER	
165	WARING	
166	WASCOMAT	
167	WASTEKING	
168	WEISS INSTRUMENTS	
169	WHIRLPOOL	
170	WILBUR-CURTIS	
171	WINSTON INDUSTRIES	
172	WITTCO	
173	WOLF ITW FOOD EQUIPMENT GROUP	
174	WYOTT	
175	YIELDKING	

18C-16L
BID SUMMARY

VENDOR NAME:

SECTION IV: LABOR RATE FOR REPAIR AND/OR INSTALLATION (HOURLY)

Bidders are not required to bid on each item, only those items from which they wish to supply to the District.

Bidders must be authorized by the manufacturer to install and/or repair and service the products on which bids are being submitted.

The District will not be responsible for travel, meals, lodging or any other miscellaneous costs.

ITEM NO.	DESCRIPTION	\$	HOURLY RATE FOR INSTALLATION	HOURLY RATE FOR ON-SITE REPAIR	Per Hour
1	Labor Rate (hourly)for School Food Service and Culinary Arts Equipment Monday - Friday, 8:00 a.m. – 4 :00 p.m.	\$			Per Hour
2	Labor Rate (hourly)for School Food Service and Culinary Arts Equipment Monday - Friday, after 4 :00 p.m.	\$			Per Hour
3	Labor Rate (hourly)for School Food Service and Culinary Arts Equipment Saturday and Sunday	\$			Per Hour
4	Labor Rate (hourly) for drop off repair (standard shop rate)	\$			Per Hour

18C-16L ADDITIONAL INFORMATION

This Additional Information will not be used in the evaluation of the bid.

1. Delivery of Parts (after receipt of order):	_____ (calendar days)	
2. Delivery of Equipment (after receipt of order):	_____ (calendar days)	
3. Minimum Order Amount: (If applicable)	\$ _____	
4. School District Purchasing Card Accepted?	<input type="checkbox"/> yes	<input type="checkbox"/> no
5. Balance of Line Discount: The “balance of line” shall include products and services that are not requested in this Invitation to Bid, but are within the scope of products and services available from the awardee(s)	_____ %	
6. Additional Services:		
a. Provide quotes for Custom Stainless Steel Work ?	<input type="checkbox"/> yes	<input type="checkbox"/> no
b. Provide quotes for Custom Traffic Control Railing ?	<input type="checkbox"/> yes	<input type="checkbox"/> no
c. Provide quotes for custom glass work for breath guards ?	<input type="checkbox"/> yes	<input type="checkbox"/> no
d. Provide quotes for custom fabrication of drain covers, and other miscellaneous sheet metal parts to also include counter modification?	<input type="checkbox"/> yes	<input type="checkbox"/> no
e. Provide quotes for powder-coating of various accessories relating to serving equipment?	<input type="checkbox"/> yes	<input type="checkbox"/> no
f. Provide quotes for repair and installation of quarry tile?	<input type="checkbox"/> yes	<input type="checkbox"/> no
g. Provide quotes for repair or installation of any drywall or wood work related to installation of serving line areas ?	<input type="checkbox"/> yes	<input type="checkbox"/> no
7. Please list any additional licenses your company holds (for example: Electrical, Plumbing, HVACR or Drywall specialty contracting licenses.)		

8. Please list any additional manufacturers you are able to supply, along with the discount off manufacturers list price. This is for information only and will not be used in the evaluation of this bid.

ADDITIONAL MANUFACTURERS	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)		PARTS (COST PLUS MARK-UP)
	EQUIPMENT (WITHOUT INSTALLATION)	EQUIPMENT (INCLUDING INSTALLATION)	

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

INVITATION TO BID
Bidder Acknowledgement

Vendor Name:

Vendor Mailing Address:

E-Mail Address:

Area Code / Telephone Number:

Toll-Free Telephone Number:

Fax Number:

Web Address:

FEID No. or SS #:

Delivery calendar days after receipt of order:

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

BID CERTIFICATION

I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.

Name of Representative Submitting Bid :

Title of Company Representative:

Date:

PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(Must be completed & submitted with each competitive solicitation)

Name of Proposer: _____

Identify the state in which the Proposer has its principal place of business: _____

Proceed as follow: **IF** your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. **IF** your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer's principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state Proposer's attorney: _____

Printed name of out-of-state Proposer's attorney: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (____) ____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's states of bar admission: _____

Proposer's Printed Name: _____ Signature _____

Company Name: _____

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name: _____

Solicitation Number or Project Name: _____

Name of Authorized Representative: _____

Title of Representative: _____

Date: _____

INSTRUCTION CERTIFICATIONS

1. By electronic submission of this form the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

AREA REPRESENTATIVE

Please list the contact for this contract
Add additional forms if necessary

Vendor Name:	
Area Representative:	
Address:	
City/Zip Code:	
Email Address:	
Telephone:	
Cell Phone	
Fax Number:	
Emergency Number:	

SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT

VARIANCES

<p>BID NAME / NUMBER _____</p> <p>VENDOR NAME: _____</p>
--

*If vendor chooses not to participate in Variances Document, please acknowledge by placing N/A here → _____.

<p><u>VARIANCES:</u> State any variances, however slight, to the above specifications. If none are indicated, it will be assumed materials and/or services bid are identical to those specified.</p>



THE SCHOOL DISTRICT OF PALM BEACH COUNTY Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

DATE

COMPANYNAME

Must be executed and returned with attached bid at time of bid opening to be considered.

School District of Palm Beach County

MINORITY CERTIFICATION INFORMATION

* Check here if N/A: Form [must be submitted to Demandstar.com](http://www.demandstar.com).

Minority Certification applications are available through the Minority Business Enterprise located at: Office of Diversity in Business Practices School District of Palm Beach County 3300 Forest Hill Boulevard, Suite A-106 West Palm Beach, FL 33406-5871 Phone: (561) 434-8508 http://www.palmbeachschools.org/mwbe/	
Are you a minority vendor certified by: (Check if appropriate) Palm Beach County School District State of Florida If yes, expiration date _____ Minority Classification _____	
If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:	
<u>Vendor</u>	<u>Estimated Dollar Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT**

EARLY PAYMENT TERMS

BID NAME/NUMBER: _____
VENDOR NAME: _____

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here → _____.

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
0.5% 10 net 30 *
0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

Note: Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT**

REFERENCES

Vendor Name: _____

Bid number/Name: _____

This information will be used in the evaluation of this bid.

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers and dates of service.

Reference 1 – New Customer (one year or less)

	Name of Firm:	
	Scope of Work:	
	Cost of Service:	
	Date of Service:	
	Contact Person:	
	Email:	
	Phone #:	
	Address:	

Reference 2 – Past Customer (currently not doing business)

	Name of Firm:	
	Scope of Work:	
	Cost of Service:	
	Date of Service:	
	Contact Person:	
	Email:	
	Phone #:	
	Address:	

Reference 3 – Repeat or Long Term Customer

Name of Firm:	
Scope of Work:	
Cost of Service:	
Date of Service:	
Contact Person:	
Email:	
Phone #:	
Address:	

Reference 4 – Repeat or Long Term Customer

Name of Firm:	
Scope of Work:	
Cost of Service:	
Date of Service:	
Contact Person:	
Email:	
Phone #:	
Address:	

Reference 5 – Repeat or Long Term Customer

Name of Firm:	
Scope of Work:	
Cost of Service:	
Date of Service:	
Contact Person:	
Email:	
Phone #:	
Address:	



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. _____ Project No./ Title _____

Corporate Name _____

Tax FEIN No. _____

Before me, the undersigned authority, personally appeared, _____, ("Corporate Representative") this _____ day of _____, 20 __, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1. _____		
2. _____		
1. _____		
2. _____		
1. _____		
2. _____		

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this _____ day of _____, 20 __, by _____ Such person(s) (Notary Public must check applicable box).

is/are personally known to me. produced a current driver license(s). produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

REPAIR SERVICES INFORMATION

VENDOR NAME: _____

BID NO.: _____

1. All repair services will be performed only by employees of _____
(Bidder's Business Entity). This includes any site visits or other activities related to fulfillment of the terms of this contract.

2. Our firm, _____, will utilize a third
(Bidder's Business Entity) party provider(s) for delivery and repair services. In order to ensure that those acting as our agents in the fulfillment of this contract are in compliance with all statutory requirements of the Jessica Lunsford Act, we are providing the following information for your records.

List the firm(s) that your firm will be utilizing in third party delivery repair services.

Firm: _____
Address: _____
City, State: _____
Contact Person: _____
Phone Number: _____
Email: _____

Firm: _____
Address: _____
City, State: _____
Contact Person: _____
Phone Number: _____
Email: _____

Firm: _____
Address: _____
City, State: _____
Contact Person: _____
Phone Number: _____
Email: _____

Firm: _____
Address: _____
City, State: _____
Contact Person: _____
Phone Number: _____
Email: _____



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Participation Letter of Intent

Minority/Women Business Enterprise (M/WBE) **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.

Form must be submitted to Demandstar.com

BID/RFP or Project Name _____

BID/RFP or Project # _____

Name of Bidder/Construction Manager _____

The undersigned intends to perform work with the above project as (check one):

Individual Partnership Corporation Joint Venture*

** If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

Subcontractor Subconsultant Manufacturer Supplier

The undersigned is: Certified with the School District of Palm Beach County M/WBE Coordinator

Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)

Column 2 (MWBE ONLY)

Column 3

African American Native American Female Physically Impaired
 Asian American American Male
 Hispanic American

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated \$ _____

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

INTERNAL USE ONLY - ROUTING DISPOSITION
All executed originals of the form must be submitted to the
Office of Diversity in Business Practices
3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

Signature

Date



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Subconsultant, Subcontractor & Vendor Participation Services

1. PROJECT NAME	2. PROJECT NUMBER	3. PHASE (Precon, Demo, Const)	4. TOTAL BID OR CM SERVICES* AMT. (Required)
-----------------	-------------------	--------------------------------	--

Check One: MWBE SBE Check One: Subconsultant Subcontractor Vendor

*** GMP SUMMARY AMOUNTS (Pre-construction phase fee + Construction phase fee + CM Fee only)**
 Subject to Agreement with the Construction Manager, the Subcontractor firms (minority & non-minority) listed below will participate in this project for the Contract (Trade) Items and the dollar amounts shown.

Div. No.	SUBCONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE or SBE (Yes or No)	AMOUNT	PERCENTAGE %
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		

Subcontractors represented as Certified MWBEs/SBEs are certified according to requirements established in the Proposal & Contract documents. A copy of the certification and signed Letter of Intent must be attached for each MWBE/SBE. List must also include non-minority firms.
 CM's Firm Name _____

Name/Position _____

Signature/Date _____

PBSD 1526 (Rev. 8/31/2010)

SUBTOTAL (this page only)> _____

TOTAL SBE/MWBE Services Participation _____

TOTAL Non-MWBE/SBE Participation _____

TOTAL Percentage of Total Bid (Alternates & Change Orders) (Do not exceed 100%) _____

INSTALLATION SERVICES INFORMATION

VENDOR NAME: _____

BID NO.: _____

1. All delivery and installation services will be performed only by employees of _____
(Bidder's Business Entity). This includes any site visits or other activities related to fulfillment of the terms of this contract.

2. Our firm, _____, will utilize a third
(Bidder's Business Entity) party provider(s) for delivery and installation services. In order to ensure that those acting as our agents in the fulfillment of this contract are in compliance with all statutory requirements of the Jessica Lunsford Act, we are providing the following information for your records.

List the firm(s) that your firm will be utilizing in third party delivery and installation services.

Firm: _____
Address: _____
City, State: _____
Contact Person: _____
Phone Number: _____
Email: _____

Firm: _____
Address: _____
City, State: _____
Contact Person: _____
Phone Number: _____
Email: _____

Firm: _____
Address: _____
City, State: _____
Contact Person: _____
Phone Number: _____
Email: _____

Firm: _____
Address: _____
City, State: _____
Contact Person: _____
Phone Number: _____
Email: _____

INVITATION TO BID NO.: 18C-16L – TERM CONTRACT FOR CAFETERIA AND CULINARY ARTS EQUIPMENT, OEM PARTS, INSTALLATION AND REPAIR

DATE: August 2, 2017
 DATE SOLICITED: June 28, 2017
 PRESENTED TO BOARD: September 13, 2017

DATE OPENED: July 24, 2017
 DATE POSTED: August 2, 2017

CONTRACT PERIOD: October 31, 2017 through October 30, 2020
 DEPARTMENT: Various FUND: Various FUNCTION: Various ACCOUNT: Various
 FUNDING SOURCE: School Food Service
 REQUESTING DEPARTMENT: School Food Service

FINANCIAL IMPACT
 The annual financial impact to the School Food Service Budget is not to exceed \$3,500,000.

Items to be purchased include School Food Service and Culinary Arts equipment, OEM parts, installation and repair.

AWARD RECOMMENDATION / TABULATION
(See attached Bid Summaries)

<u>VENDOR</u>	<u>MINORITY STATUS</u>
<u>Advance Case Parts, Inc.</u>	---
(AllPoints Foodservice Parts and Supplies)	---
<u>Florida Commercial Appliance Parts & Service Inc.</u>	---
<u>General Hotel & Restaurant Supply Corporation</u>	---
<u>Gulf Ice Systems, Inc.</u>	6
<u>Heritage Food Service Group</u>	---
<u>J.M.B. Repairs, Inc.</u>	---
<u>Milo Food Service Equipment Dist., Inc.</u>	---
<u>School Specialty, Inc.</u>	---
<u>Unisource Marketing Group</u>	---

LEGEND:

- _____ = Award - Primary
- _____ = Award – Secondary
- () = Reject

MINORITY - (2-African American, 3-Hispanic American, 4-Native American, 5-Asian American, 6-American Woman, 7-Physically Impaired, 8-Other)

EXCEPTIONS:

Section III, OEM Parts

AllPoints Foodservice Parts and Supplies – Rejected. Responses given represented percentage discount off of OEM list price. Requirement was to list percentage mark-up.

Heritage Food Service Group. Items: 4, 8, 41, 45, 46, 50, 63, 66, 81, 82, 84, 85, 93, 104, 115-118, 120, 125, 126, 128, 136, 137, 166, 169. Rejected. Requirement was to list percentage mark-up.

TIE BIDS

Section I: Items 9, 47, 87.

Section II: Items 8, 47, 54, 69, 87.

Awards: Primary and Secondary:

<u>VENDOR</u>	<u>AWARD - PRIMARY</u>	<u>AWARD - SECONDARY</u>
Advance Case Parts, Inc.	Section I: 7, 9, 11-13, 16, 17, 19-21, 24, 30, 32, 33,36, 40, 44, 46, 48, 50, 52, 53, 61, 64, 66-68, 70, 71, 74-76, 79-81, 83-87, 89-91, 93, 94, 96, 98, 102, 104, 105, 108, 109, 111-113, 115, 116, 118, 120, 121, 124, 126, 128, 129, 131-133, 135-140, 143-145, 148, 151, 157, 158, 164, 166-170, 172, 175. Section II: 3, 6, 7-13, 15-25, 27, 29-34, 40-42, 44, 48-53, 55-62, 64-71, 74-86, 88-98, 101, 102, 104-106, 108-121, 124-129, 131-170, 172-175.	Section I: 3, 5, 6, 8,10, 15, 18, 23, 25, 27, 29, 37, 38, 42, 45, 49, 51, 55, 59, 60, 63, 65, 78, 82, 88, 92, 95, 97, 100, 103, 106, 107, 110, 114, 119, 123, 125, 134, 141, 147, 153, 155, 156, 159, 162, 165, 171, 173, 174. Section II: 1, 2, 4, 5, 14, 26, 28, 35-39, 43, 45-47, 54, 63, 72, 73, 87, 99, 100, 103, 107, 122, 123, 130, 171.
Florida Commercial Appliance Parts & Service Inc.	Section III: 1, 2, 4-37, 39-45, 47-57, 59-113, 115-158, 160-162, 164-175.	Section III: 3, 38, 46, 58, 159, 163,
General Hotel & Restaurant Supply Corporation	Section I: 1, 2, 3, 6, 8, 10, 14, 18, 22, 23, 25-27, 29, 31, 34-35, 37-39, 49, 51, 54, 55, 57, 62, 63, 65, 69, 72, 73, 77, 78, 82, 88, 92, 95, 97, 99, 101, 106, 107, 110, 114, 117, 119, 122, 125, 127, 130, 134, 141, 142, 146, 147, 152, 156, 160-163, 165, 173, 174.	Section I: 4, 28, 41, 43, 47, 56, 58, 59, 60.
Gulf Ice Systems, Inc.	Section I: Section II: 69	Section I: 69
Heritage Food Service Group	Section III: 163,	Section III: 134, 135, 155,
J.M.B. Repairs, Inc.	Section I: 103, 123. Section II: 43, 73, 87, 103, 123, 130. Section III:	Section I: 9, 23, 87, 130. Section II: 8. Section III: 1, 2, 4-24, 26-29, 31-37, 39-45, 47-57, 59-113, 115-133, 136-154, 156-158, 160-162, 164-175.

Milo Food Service Equipment Dist., Inc.	Section I: 4, 5, 15, 28, 41, 47, 56, 58, 100, 139, 159, 171. Section II: 1, 2, 4, 5, 14, 26, 28, 35, 39, 47, 54, 63, 72, 99, 100, 107, 122, 171.	Section I: 1, 2, 4, 5, 14, 22, 26, 31, 35, 39, 54, 62, 72, 77, 99, 107, 117, 122, 127, 146, 161. Section II: 69, 118, 159.
School Specialty, Inc.	Section I: 45.	
Unisource Marketing Group	Section III: 3, 38, 46, 58, 114, 159,	Section III: 25,

According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both or all vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both or all vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss. In the event there is a 3-way tie, vendor's company name will be chosen in a drawing.

RECOMMENDATIONS:

- Sections I and II:** It is recommended that the award be made by line item to the responsive, responsible bidder offering the highest fixed percentage discount as indicated in the Bid Summaries, and authorize the use of the secondary awardee in the event the primary awardee cannot fulfill their contract.
- Section III:** It is recommended that the award be made by line item to the responsive, responsible bidder offering the lowest percentage mark-up as indicated in the Bid Summaries, and authorize the use of the secondary awardee in the event the primary awardee cannot fulfill their contract.
- Section IV:** It is recommended that the award be made to all responsive and responsible bidders in order to meet the needs of the School District.

BID PROTEST

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

 DG:GM:AB

18C-16L
BID SUMMARY

SECTION I: EQUIPMENT ONLY

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
1	ACCUTEMP	10%	<u>57%</u>	---	---	<u>48%</u>	---
2	ADVANCED TABCO	5%	<u>61%</u>	---	---	<u>52%</u>	---
3	ALTO-SHAAM	<u>10%</u>	<u>21%</u>	---	---	---	---
4	ANGELO PO	0%	<u>35%</u>	---	---	<u>37%</u>	---
5	ATLAS	<u>0%</u>	---	---	---	<u>37%</u>	---
6	BAKERS PRIDE	<u>10%</u>	<u>42%</u>	---	---	---	---
7	BALDOR	<u>5%</u>	---	---	---	---	---
8	BERKEL ITW FOOD EQUIPMENT GROUP	<u>0%</u>	<u>55%</u>	---	---	---	---
9	BETA	<u>0%</u>	---	---	<u>0%</u>	---	---
10	BEVERAGE-AIR	<u>10%</u>	<u>68%</u>	---	---	---	---
11	BEVERAGE PRODUCTS	<u>5%</u>	---	---	---	---	---
12	BKI	<u>10%</u>	---	---	---	---	---
13	BLAKESLEE	<u>5%</u>	---	---	---	---	---
14	BLODGETT CORP.	10%	<u>62%</u>	---	---	<u>56%</u>	---
15	BOHN HEATCRAFT WORLDWIDE REFRIGERATION	<u>10%</u>	---	---	---	<u>35%</u>	---
16	BRISTOL	<u>0%</u>	---	---	---	---	---
17	BSI, LLC	<u>0%</u>	---	---	---	---	---
18	BUNN-O-MATIC CORP.	<u>10%</u>	<u>35%</u>	---	---	---	---
19	BUSS	<u>0%</u>	---	---	---	---	---

LEGEND:

_____ = Award - Primary

_____ = Award - Secondary

* Minority Preference

18C-16L
 BID SUMMARY

SECTION I: EQUIPMENT ONLY

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
20	CADDY CORPORATION	<u>0%</u>	---	---	---	---	---
21	CAPP	<u>0%</u>	---	---	---	---	---
22	CARTER-HOFFMAN	5%	<u>51%</u>	---	---	<u>35%</u>	---
23	CECILWARE	<u>5%</u>	<u>35%</u>	---	---	---	---
24	CENTURY CONCEPTS INC.	<u>0%</u>	---	---	---	---	---
25	CHAMPION	<u>10%</u>	<u>15%</u>	---	---	---	---
26	CLEVELAND MANITOWOC FOOD SERVICE	10%	<u>61%</u>	---	---	<u>57%</u>	---
27	COLORPOINT LOW TEMP INDUSTRIES	<u>0%</u>	<u>56%</u>	---	---	---	---
28	CONTINENTAL REFRIGERATOR	10%	<u>59%</u>	---	---	<u>62%</u>	---
29	COOKTEK	<u>0%</u>	<u>38%</u>	---	---	---	---
30	COPELAND	<u>10%</u>	---	---	---	---	---
31	CRES COR	10%	<u>52%</u>	---	---	<u>43%</u>	---
32	CUNO, INC. 3M PURIFICATION INC.	<u>0%</u>	---	---	---	---	---
33	DAYCO	<u>0%</u>	---	---	---	---	---
34	DEAN MANITOWOC FOOD SERVICE	10%	<u>51%</u>	---	---	---	---
35	DELFIELD MANITOWOC FOOD SERVICE	10%	<u>68%</u>	---	---	<u>60%</u>	---
36	DITO DEAN	<u>10%</u>	---	---	---	---	---
37	DORMONT MANUFACTURING CO.	<u>10%</u>	<u>51%</u>	---	---	---	---

LEGEND:

_____ = Award - Primary
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* Minority Preference

18C-16L
BID SUMMARY

SECTION I: EQUIPMENT ONLY

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
38	DOYON EQUIPMENT INC.	<u>10%</u>	<u>40%</u>	---	---	---	---
39	DUKE MANUFACTURING	5%	<u>42%</u>	---	---	<u>40%</u>	---
40	DUPONT	<u>0%</u>	---	---	---	---	---
41	EAGLE GROUP	10%	<u>45%</u>	---	---	<u>47%</u>	---
42	ELECTROLUX	<u>0%</u>	<u>37%</u>	---	---	---	---
43	EVERPURE	10%	<u>43%</u>	<u>50%</u>	15%	31%	---
44	FASCO	<u>0%</u>	---	---	---	---	---
45	FLEETWOOD	<u>10%</u>	5%	---	---	---	<u>35%</u>
46	FOLLETT CORPORATION	<u>10%</u>	---	---	---	---	---
47	FOOD WARMING EQUIPMENT CO., INC.	10%	<u>43%</u>	---	---	<u>43%</u>	---
48	FORMS PLASTICS CO. (including supplies)	<u>0%</u>	---	---	---	---	---
49	FRANKLIN MACHINE PRODUCTS (FMP)	<u>5%</u>	<u>36%</u>	---	---	---	---
50	FRIGIDAIRE ELECTROLUX	<u>0%</u>	---	---	---	---	---
51	FRYMASTER MANITOWOC FOOD SERVICE	<u>10%</u>	<u>51%</u>	---	---	---	---
52	FURNAS SIEMENS	<u>0%</u>	---	---	---	---	---
53	G. E. PRODUCTS	<u>5%</u>	---	---	---	---	---
54	GARLAND MANITOWOC FOOD SERVICE	10%	<u>54%</u>	---	---	<u>50%</u>	---
55	GE MOTORS (GE ENERGY)	<u>5%</u>	<u>42%</u>	---	---	---	---
56	GLOBE FOOD EQUIPMENT CO.	5%	<u>13%</u>	---	---	<u>40%</u>	---

LEGEND:

_____ = Award - Primary

_____ = Award - Secondary

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18C-16L
 BID SUMMARY

SECTION I: EQUIPMENT ONLY

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
57	GOLD MEDAL PRODUCTS	5%	<u>13%</u>	---	---	---	---
58	GROEN UNIFIED BRANDS	10%	<u>42%</u>	---	---	<u>49%</u>	---
59	HAMILTON BEACH	<u>5%</u>	<u>40%</u>	---	---	---	---
60	HARFORD MANITOWOC FOOD SERVICE	<u>5%</u>	<u>43%</u>	---	---	---	---
61	HARTELL	<u>0%</u>	---	---	---	---	---
62	HATCO CORP.	10%	<u>38%</u>	---	---	<u>36%</u>	---
63	HOBART	<u>0%</u>	<u>30%</u>	---	---	---	---
64	HONEYWELL	<u>0%</u>	---	---	---	---	---
65	HOSHIZOKI AMERICA, INC.	<u>10%</u>	<u>37%</u>	---	---	---	---
66	HOTPOINT	<u>10%</u>	---	---	---	---	---
67	HUSSMAN INGERSOLL-RAND CO.	<u>10%</u>	---	---	---	---	---
68	ICE JACKET	<u>0%</u>	---	---	---	---	---
69	ICE-O-MATIC	10%	<u>59%</u>	<u>58% *</u>	---	45%	---
70	ICM CONTROLS	<u>0%</u>	---	---	---	---	---
71	ICOR INTERNATIONAL	<u>0%</u>	---	---	---	---	---
72	INTERMETRO INDUSTRIES	0%	<u>46%</u>	---	---	<u>45%</u>	---
73	INSINKERATOR	5%	<u>33%</u>	---	<u>25%</u>	---	---
74	INSINGER MACHINE CO.	<u>5%</u>	---	---	---	---	---
75	INTERLINK HEATCRAFT WORLDWIDE REFRIGERATION	<u>5%</u>	---	---	---	---	---

LEGEND:

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18C-16L
BID SUMMARY

SECTION I: EQUIPMENT ONLY

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
76	ISS EQUIPMENT	0%	---	---	---	---	---
77	JACKSON MANITOWOC FOOD SERVICE	10%	35%	---	---	33%	---
78	JADE RANGE	5%	20%	---	---	---	---
79	JOHNSON CONTROLS	0%	---	---	---	---	---
80	KASON INDUSTRIES	10%	---	---	---	---	---
81	KEATING OF CHICAGO	5%	---	---	---	---	---
82	KELMAX STORAGE PRODUCTS GROUP	0%	40%	---	---	---	---
83	KELVINATOR NATIONAL REFRIGERATION PRODUCTS	0%	---	---	---	---	---
84	KENMORE	5%	---	---	---	---	---
85	KITCHENAID	5%	---	---	---	---	---
86	KLIXON PRECISION PRODUCTS SENSATA TECHNOLOGIES	10%	---	---	---	---	---
87	KNIGHT IDEX CORPORATION	0%	---	---	0%	---	---
88	KOLPAK MANITOWOC FOOD SERVICE	10%	55%	---	---	---	---
89	KOOL STAR	0%	---	---	---	---	---
90	KRAMER-TRENTON	0%	---	---	---	---	---
91	LANCER	10%	---	---	---	---	---
92	LANG	10%	45%	---	---	---	---

LEGEND:

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18C-16L
BID SUMMARY

SECTION I: EQUIPMENT ONLY

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
93	LARKIN HEATCRAFT WORLDWIDE REFRIGERATION	0%	---	---	---	---	---
94	LEGION	0%	---	---	---	---	---
95	LINCOLN MANITOWOC FOOD SERVICE	10%	44%	---	---	---	---
96	LOCHINVAR	0%	---	---	---	---	---
97	LTI (LOW-TEMP INDUSTRIES)	10%	45%	---	---	---	---
98	LOWE REFRIGERATION, INC.	10%	---	---	---	---	---
99	MANITOWOC	10%	61%	---	---	58%	---
100	MARKET FORGE INDUSTRIES, INC.	10%	---	---	---	50%	---
101	MARSHALL AIR SYSTEMS	0%	50%	---	---	---	---
102	MASTER-BILT	10%	---	---	---	---	---
103	MASTER DISPOSERS	10%	---	---	25%	---	---
104	MAYTAG	0%	---	---	---	---	---
105	MENUMASTER COMMERCIAL	0%	---	---	---	---	---
106	MERCO MANITOWOC FOOD SERVICE	10%	39%	---	---	---	---
107	METRO	10%	46%	---	---	45%	---
108	MOD-U-SERVE	0%	---	---	---	---	---
109	MOFFAT NORTH AMERICA	0%	---	---	---	---	---
110	MONTAGUE CO.	0%	40%	---	---	---	---
111	MOYER DIEBEL	0%	---	---	---	---	---

LEGEND:

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18C-16L
BID SUMMARY

SECTION I: EQUIPMENT ONLY

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
112	MUELLER INDUSTRIES	0%	---	---	---	---	---
113	NIBCO	0%	---	---	---	---	---
114	NORLAKE	10%	41%	---	---	---	---
115	NU-CALGON	0%	---	---	---	---	---
116	OLIVER PACKAGING & EQUIPMENT CO.	10%	---	---	---	---	---
117	PANASONIC	5%	42%	---	---	31%	---
118	PIPER PRODUCTS INC.	5%	---	---	---	---	---
119	PITCO FRIALATOR	10%	49%	---	---	---	---
120	PRECISION FOOD EQUIPMENT	0%	---	---	---	---	---
121	RANCO - INVENSYS	0%	---	---	---	---	---
122	RATIONAL	0%	39%	---	---	20%	---
123	REDGOAT DISPOSERS	5%	---	---	25%	---	---
124	REFRIGERATION TECHNOLOGIES	0%	---	---	---	---	---
125	REGAL WARE, INC.	0%	15%	---	---	---	---
126	RF HUNTER, INC.	0%	---	---	---	---	---
127	ROBOT COUPE USA INC.	5%	23%	---	---	22%	---
128	ROPER	0%	---	---	---	---	---
129	ROSS TEMP	0%	---	---	---	---	---
130	SALVAJOR	5%	30%	---	25%	---	---
131	SANI-SERVE	0%	---	---	---	---	---

LEGEND:

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18C-16L
BID SUMMARY

SECTION I: EQUIPMENT ONLY

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
132	SAVORY	<u>5%</u>	---	---	---	---	---
133	SCHMIDT	<u>0%</u>	---	---	---	---	---
134	SCOTSMAN ICE SYSTEMS	<u>10%</u>	<u>50%</u>	---	---	---	---
135	SECO	<u>0%</u>	---	---	---	---	---
136	SERVOLIFT	<u>50%</u>	---	---	---	---	---
137	SHARP	<u>0%</u>	---	---	---	---	---
138	SHELCON	<u>0%</u>	---	---	---	---	---
139	SHELLY	<u>0%</u>	---	---	---	<u>40%</u>	---
140	SOMAT	<u>5%</u>	---	---	---	---	---
141	SOUTHBEND	<u>10%</u>	<u>45%</u>	---	---	---	---
142	SPRAY MASTER TECHNOLOGIES	<u>0%</u>	<u>7%</u>	---	---	---	---
143	SPEED QUEEN	<u>0%</u>	---	---	---	---	---
144	SPOKANE STAINLESS PRODUCTS	<u>0%</u>	---	---	---	---	---
145	SQUARE D - SCHNEIDER ELECTRIC	<u>0%</u>	---	---	---	---	---
146	STAR MANUFACTURING	5%	<u>43%</u>	---	---	<u>40%</u>	---
147	STEROI ITW FOOD EQUIPMENT GROUP	<u>0%</u>	<u>5%</u>	---	---	---	---
148	STEVECO	<u>0%</u>	---	---	---	---	---
149	TECUMSEH	<u>5%</u>	---	---	---	---	---
150	TERRISON	<u>0%</u>	---	---	---	---	---
151	THERMODUKE	<u>0%</u>	---	---	---	---	---

LEGEND:

_____ = Award - Primary
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18C-16L
BID SUMMARY

SECTION I: EQUIPMENT ONLY

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
152	THERMO-KOOL	<u>0%</u>	<u>55%</u>	---	---	---	---
153	TOASTMASTER	<u>10%</u>	<u>43%</u>	---	---	---	---
154	TOLEDO		<u>59%</u>	---	---	---	---
155	TRAULSEN	<u>10%</u>	<u>50%</u>	---	---	---	---
156	TRUE MANUFACTURING CO.	<u>10%</u>	<u>51%</u>	---	---	---	---
157	U. S. RANGE MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	---	---	---
158	U-LINE	<u>0%</u>	---	---	---	---	---
159	UNIFIED BRANDS RAND	<u>10%</u>	---	---	---	<u>36%</u>	---
160	VARIMIXER MANITOWOC FOOD SERVICE	<u>5%</u>	<u>18%</u>	---	---	---	---
161	VICTORY REFRIGERATION, INC.	10%	<u>50%</u>	---	---	<u>48%</u>	---
162	VOLLRATH	<u>10%</u>	<u>49%</u>	---	---	---	---
163	VULCAN ITW FOOD EQUIPMENT GROUP	<u>5%</u>	<u>61%</u>	---	---	---	---
164	WAGNER	<u>0%</u>	---	---	---	---	---
165	WARING	<u>0%</u>	<u>40%</u>	---	---	---	---
166	WASCOMAT	<u>0%</u>	---	---	---	---	---
167	WASTEKING	<u>0%</u>	---	---	---	---	---
168	WEISS INSTRUMENTS	<u>0%</u>	---	---	---	---	---
169	WHIRLPOOL	<u>0%</u>	---	---	---	---	---
170	WILBUR-CURTIS	<u>0%</u>	---	---	---	---	---

LEGEND:

_____ = Award - Primary
 _____ = Award - Secondary

* Minority Preference

18C-16L
 BID SUMMARY

SECTION I: EQUIPMENT ONLY

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)					
		Advance Case Parts, Inc.	General Hotel & Restaurant Supply Corporation	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
171	WINSTON INDUSTRIES	<u>0%</u>	---	---	---	<u>36%</u>	---
172	WITTCO	<u>0%</u>	---	---	---	---	---
173	WOLF ITW FOOD EQUIPMENT GROUP	<u>0%</u>	<u>61%</u>	---	---	---	---
174	WYOTT	<u>0%</u>	<u>40%</u>	---	---	---	---
175	YIELDKING	<u>0%</u>	---	---	---	---	---

LEGEND:

_____ = Award - Primary
 _____ = Award - Secondary

* Minority Preference

18C-16L
 BID SUMMARY

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
1	ACCUTEMP	<u>10%</u>	---	---	<u>15%</u>	---
2	ADVANCED TABCO	<u>5%</u>	---	---	<u>20%</u>	---
3	ALTO-SHAAM	<u>10%</u>	---	---	---	---
4	ANGELO PO	<u>0%</u>	---	---	<u>21%</u>	---
5	ATLAS	<u>0%</u>	---	---	<u>22%</u>	---
6	BAKERS PRIDE	<u>10%</u>	---	---	---	---
7	BALDOR	<u>5%</u>	---	---	---	---
8	BERKEL ITW FOOD EQUIPMENT GROUP	<u>0%</u>	---	<u>0%</u>	---	---
9	BETA	<u>0%</u>	---	---	---	---
10	BEVERAGE-AIR	<u>10%</u>	---	---	---	---
11	BEVERAGE PRODUCTS	<u>5%</u>	---	---	---	---
12	BKI	<u>10%</u>	---	---	---	---
13	BLAKESLEE	<u>5%</u>	---	---	---	---
14	BLODGETT CORP.	<u>10%</u>	---	---	<u>21%</u>	---
15	BOHN HEATCRAFT WORLDWIDE REFRIGERATION	<u>10%</u>	---	---	---	---
16	BRISTOL	<u>0%</u>	---	---	---	---

LEGEND:

_____ = Award - Primary
 _____ = Award - Secondary

18C-16L
 BID SUMMARY

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
17	BSI, LLC	<u>0%</u>	---	---	---	---
18	BUNN-O-MATIC CORP.	<u>10%</u>	---	---	---	---
19	BUSS	<u>0%</u>	---	---	---	---
20	CADDY CORPORATION	<u>0%</u>	---	---	---	---
21	CAPP	<u>0%</u>	---	---	---	---
22	CARTER-HOFFMAN	<u>5%</u>	---	---	---	---
23	CECILWARE	<u>5%</u>	---	---	---	---
24	CENTURY CONCEPTS INC.	<u>0%</u>	---	---	---	---
25	CHAMPION	<u>10%</u>	---	---	---	---
26	CLEVELAND MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	<u>21%</u>	---
27	COLORPOINT LOW TEMP INDUSTRIES	<u>0%</u>	---	---	---	---
28	CONTINENTAL REFRIGERATOR	<u>10%</u>	---	---	<u>21%</u>	---
29	COOKTEK	<u>0%</u>	---	---	---	---
30	COPELAND	<u>10%</u>	---	---	---	---
31	CRES COR	<u>10%</u>	---	---	---	---

LEGEND:

_____ = Award - Primary
 _____ = Award - Secondary

18C-16L
 BID SUMMARY

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
32	CUNO, INC. 3M PURIFICATION INC.	<u>0%</u>	---	---	---	---
33	DAYCO	<u>0%</u>	---	---	---	---
34	DEAN MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	---	---
35	DELFIELD MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	<u>21%</u>	---
36	DITO DEAN	<u>10%</u>	---	---	---	---
37	DORMONT MANUFACTURING CO.	<u>10%</u>	---	---	---	---
38	DOYON EQUIPMENT INC.	<u>10%</u>	---	---	---	---
39	DUKE MANUFACTURING	<u>5%</u>	---	---	<u>15%</u>	---
40	DUPONT	<u>0%</u>	---	---	---	---
41	EAGLE GROUP	<u>10%</u>	---	---	---	---
42	ELECTROLUX	<u>0%</u>	---	---	---	---
43	EVERPURE	<u>10%</u>	---	<u>15%</u>	---	---
44	FASCO	<u>0%</u>	---	---	---	---
45	FLEETWOOD	<u>10%</u>	---	---	---	<u>26%</u>
46	FOLLETT CORPORATION	<u>10%</u>	---	---	---	---
47	FOOD WARMING EQUIPMENT CO., INC.	<u>10%</u>	---	---	<u>10%</u>	---

LEGEND:

_____ = Award - Primary
 _____ = Award - Secondary

**18C-16L
 BID SUMMARY**

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
48	FORMS PLASTICS CO. (including supplies)	<u>0%</u>	---	---	---	---
49	FRANKLIN MACHINE PRODUCTS (FMP)	<u>5%</u>	---	---	---	---
50	FRIGIDAIRE ELECTROLUX	<u>0%</u>	---	---	---	---
51	FRYMASTER MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	---	---
52	FURNAS SIEMENS	<u>0%</u>	---	---	---	---
53	G. E. PRODUCTS	<u>5%</u>	---	---	---	---
54	GARLAND MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	<u>10%</u>	---
55	GE MOTORS (GE ENERGY)	<u>5%</u>	---	---	---	---
56	GLOBE FOOD EQUIPMENT CO.	<u>5%</u>	---	---	---	---
57	GOLD MEDAL PRODUCTS	<u>5%</u>	---	---	---	---
58	GROEN UNIFIED BRANDS	<u>10%</u>	---	---	---	---
59	HAMILTON BEACH	<u>5%</u>	---	---	---	---
60	HARFORD MANITOWOC FOOD SERVICE	<u>5%</u>	---	---	---	---
61	HARTELL	<u>0%</u>	---	---	---	---
62	HATCO CORP.	<u>10%</u>	---	---	---	---

LEGEND:

_____ = Award - Primary
 _____ = Award - Secondary

18C-16L
 BID SUMMARY

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
63	HOBART	<u>0%</u>	---	---	<u>2%</u>	---
64	HONEYWELL	<u>0%</u>	---	---	---	---
65	HOSHIZOKI AMERICA, INC.	<u>10%</u>	---	---	---	---
66	HOTPOINT	<u>10%</u>	---	---	---	---
67	HUSSMAN INGERSOLL-RAND CO.	<u>10%</u>	---	---	---	---
68	ICE JACKET	<u>0%</u>	---	---	---	---
69	ICE-O-MATIC	10%	<u>53%</u>	---	<u>10%</u>	---
70	ICM CONTROLS	<u>0%</u>	---	---	---	---
71	ICOR INTERNATIONAL	<u>0%</u>	---	---	---	---
72	INTERMETRO INDUSTRIES	<u>0%</u>	---	---	<u>11%</u>	---
73	INSINKERATOR	<u>5%</u>	---	<u>25%</u>	---	---
74	INSINGER MACHINE CO.	<u>5%</u>	---	---	---	---
75	INTERLINK HEATCRAFT WORLDWIDE REFRIGERATION	<u>5%</u>	---	---	---	---
76	ISS EQUIPMENT	<u>0%</u>	---	---	---	---
77	JACKSON MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	---	---

LEGEND:

_____ = Award - Primary
 _____ = Award - Secondary

**18C-16L
 BID SUMMARY**

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
78	JADE RANGE	<u>5%</u>	---	---	---	---
79	JOHNSON CONTROLS	<u>0%</u>	---	---	---	---
80	KASON INDUSTRIES	<u>10%</u>	---	---	---	---
81	KEATING OF CHICAGO	<u>5%</u>	---	---	---	---
82	KELMAX STORAGE PRODUCTS GROUP	<u>0%</u>	---	---	---	---
83	KELVINATOR NATIONAL REFRIGERATION PRODUCTS	<u>0%</u>	---	---	---	---
84	KENMORE	<u>5%</u>	---	---	---	---
85	KITCHENAID	<u>5%</u>	---	---	---	---
86	KLIXON PRECISION PRODUCTS SENSATA TECHNOLOGIES	<u>10%</u>	---	---	---	---
87	KNIGHT IDEX CORPORATION	<u>0%</u>	---	<u>0%</u>	---	---
88	KOLPAK MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	---	---
89	KOOL STAR	<u>0%</u>	---	---	---	---
90	KRAMER-TRENTON	<u>0%</u>	---	---	---	---
91	LANCER	<u>10%</u>	---	---	---	---

LEGEND:

_____ = Award - Primary
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**18C-16L
BID SUMMARY**

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
92	LANG	<u>10%</u>	---	---	---	---
93	LARKIN HEATCRAFT WORLDWIDE REFRIGERATION	<u>0%</u>	---	---	---	---
94	LEGION	<u>0%</u>	---	---	---	---
95	LINCOLN MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	---	---
96	LOCHINVAR	<u>0%</u>	---	---	---	---
97	LTI (LOW-TEMP INDUSTRIES)	<u>10%</u>	---	---	---	---
98	LOWE REFRIGERATION, INC.	<u>10%</u>	---	---	---	---
99	MANITOWOC	<u>10%</u>	---	---	<u>21%</u>	---
100	MARKET FORGE INDUSTRIES, INC.	<u>10%</u>	---	---	<u>21%</u>	---
101	MARSHALL AIR SYSTEMS	<u>0%</u>	---	---	---	---
102	MASTER-BILT	<u>10%</u>	---	---	---	---
103	MASTER DISPOSERS	<u>10%</u>	---	<u>25%</u>	---	---
104	MAYTAG	<u>0%</u>	---	---	---	---
105	MENUMASTER COMMERCIAL	<u>0%</u>	---	---	---	---
106	MERCO MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	---	---
107	METRO	<u>10%</u>	---	---	<u>15%</u>	---

LEGEND:

_____ = Award - Primary
 _____ = Award - Secondary

18C-16L
 BID SUMMARY

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
108	MOD-U-SERVE	0%	---	---	---	---
109	MOFFAT NORTH AMERICA	0%	---	---	---	---
110	MONTAGUE CO.	0%	---	---	---	---
111	MOYER DIEBEL	0%	---	---	---	---
112	MUELLER INDUSTRIES	0%	---	---	---	---
113	NIBCO	0%	---	---	---	---
114	NORLAKE	10%	---	---	---	---
115	NU-CALGON	0%	---	---	---	---
116	OLIVER PACKAGING & EQUIPMENT CO.	10%	---	---	---	---
117	PANASONIC	5%	---	---	---	---
118	PIPER PRODUCTS INC.	5%	---	---	4%	---
119	PITCO FRIALATOR	10%	---	---	---	---
120	PRECISION FOOD EQUIPMENT	0%	---	---	---	---
121	RANCO - INVENSYS	0%	---	---	---	---
122	RATIONAL	0%	---	---	2%	---
123	REDGOAT DISPOSERS	5%	---	25%	---	---
124	REFRIGERATION TECHNOLOGIES	0%	---	---	---	---

LEGEND:

_____ = Award - Primary
 _____ = Award - Secondary

**18C-16L
BID SUMMARY**

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
125	REGAL WARE, INC.	<u>0%</u>	---	---	---	---
126	RF HUNTER, INC.	<u>0%</u>	---	---	---	---
127	ROBOT COUPE USA INC.	<u>5%</u>	---	---	---	---
128	ROPER	<u>0%</u>	---	---	---	---
129	ROSS TEMP	<u>0%</u>	---	---	---	---
130	SALVAJOR	<u>5%</u>	---	<u>25%</u>	---	---
131	SANI-SERVE	<u>0%</u>	---	---	---	---
132	SAVORY	<u>5%</u>	---	---	---	---
133	SCHMIDT	<u>0%</u>	---	---	---	---
134	SCOTSMAN ICE SYSTEMS	<u>10%</u>	---	---	---	---
135	SECO	<u>0%</u>	---	---	---	---
136	SERVOLIFT	<u>5%</u>	---	---	---	---
137	SHARP	<u>0%</u>	---	---	---	---
138	SHELCON	<u>0%</u>	---	---	---	---
139	SHELLY	<u>0%</u>	---	---	---	---
140	SOMAT	<u>5%</u>	---	---	---	---
141	SOUTHBEND	<u>10%</u>	---	---	---	---

LEGEND:

_____ = Award - Primary
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**18C-16L
BID SUMMARY**

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
142	SPRAY MASTER TECHNOLOGIES	<u>0%</u>	---	---	---	---
143	SPEED QUEEN	<u>0%</u>	---	---	---	---
144	SPOKANE STAINLESS PRODUCTS	<u>0%</u>	---	---	---	---
145	SQUARE D - SCHNEIDER ELECTRIC	<u>0%</u>	---	---	---	---
146	STAR MANUFACTURING	<u>5%</u>	---	---	---	---
147	STEROI ITW FOOD EQUIPMENT GROUP	<u>0%</u>	---	---	---	---
148	STEVECO	<u>0%</u>	---	---	---	---
149	TECUMSEH	<u>5%</u>	---	---	---	---
150	TERRISON	<u>0%</u>	---	---	---	---
151	THERMODUKE	<u>0%</u>	---	---	---	---
152	THERMO-KOOL	<u>0%</u>	---	---	---	---
153	TOASTMASTER	<u>10%</u>	---	---	---	---
154	TOLEDO	<u>10%</u>	---	---	---	---
155	TRAULSEN	<u>10%</u>	---	---	---	---
156	TRUE MANUFACTURING CO.	<u>0%</u>	---	---	---	---
157	U. S. RANGE MANITOWOC FOOD SERVICE	<u>10%</u>	---	---	---	---

LEGEND:

_____ = Award - Primary
 _____ = Award - Secondary

18C-16L
 BID SUMMARY

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
158	U-LINE	<u>0%</u>	---	---	---	---
159	UNIFIED BRANDS RAND	<u>10%</u>	---	---	<u>2%</u>	---
160	VARIMIXER MANITOWOC FOOD SERVICE	<u>5%</u>	---	---	---	---
161	VICTORY REFRIGERATION, INC.	<u>10%</u>	---	---	---	---
162	VOLLRATH	<u>10%</u>	---	---	---	---
163	VULCAN ITW FOOD EQUIPMENT GROUP	<u>5%</u>	---	---	---	---
164	WAGNER	<u>0%</u>	---	---	---	---
165	WARING	<u>0%</u>	---	---	---	---
166	WASCOMAT	<u>0%</u>	---	---	---	---
167	WASTEKING	<u>0%</u>	---	---	---	---
168	WEISS INSTRUMENTS	<u>0%</u>	---	---	---	---
169	WHIRLPOOL	<u>0%</u>	---	---	---	---
170	WILBUR-CURTIS	<u>0%</u>	---	---	---	---
171	WINSTON INDUSTRIES	<u>0%</u>	---	---	<u>3%</u>	---
172	WITTCO	<u>0%</u>	---	---	---	---
173	WOLF ITW FOOD EQUIPMENT GROUP	<u>0%</u>	---	---	---	---

LEGEND:

_____ = Award - Primary
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18C-16L
 BID SUMMARY

SECTION II: EQUIPMENT WITH INSTALLATION

ITEM	BRAND/MANUFACTURER	PERCENTAGE DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)				
		Advanced Case Parts, Inc.	Gulf Ice Systems, Inc.	J.M.B. Repairs, Inc.	Milo Food Service Equipment Dist., Inc.	School Specialty, Inc.
174	WYOTT	<u>0%</u>	---	---	---	---
175	YIELDKING	<u>0%</u>	---	---	---	---

LEGEND:

_____ = Award - Primary
 _____ = Award - Secondary

18C-16L
BID SUMMARY

SECTION III: OEM PARTS

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supoplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
1	ACCUTEMP	100%	(40%)	<u>15%</u>	---	16%	<u>20% *</u>	---
2	ADVANCED TABCO	100%	---	<u>15%</u>	---	32%	<u>20%</u>	---
3	ALTO-SHAAM	100%	(41%)	<u>15%</u>	---	16%	20%	<u>8%</u>
4	ANGELO PO	100%	---	<u>5%</u>	---	(CALL)	<u>20%</u>	---
5	ATLAS	100%	(40%)	<u>15%</u>	---	26%	<u>20%</u>	---
6	BAKERS PRIDE	100%	(45%)	<u>15%</u>	---	36%	<u>20%</u>	---
7	BALDOR	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
8	BERKEL ITW FOOD EQUIPMENT GROUP	100%	(0%)	<u>15%</u>	---	(CALL)	<u>20%</u>	---
9	BETA	100%	---	<u>5%</u>	---	---	<u>20%</u>	---
10	BEVERAGE-AIR	100%	(40%)	<u>15%</u>	---	38%	<u>20%</u>	---
11	BEVERAGE PRODUCTS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
12	BKI	100%	---	<u>15%</u>	---	22%	<u>20%</u>	---
13	BLAKESLEE	100%	(20%)	<u>15%</u>	---	16%	<u>20% *</u>	---
14	BLODGETT CORP.	100%	(40%)	<u>5%</u>	---	16%	<u>20% *</u>	---
15	BOHN HEATCRAFT WORLDWIDE REFRIGERATION	100%	---	<u>15%</u>	---	41%	<u>20%</u>	---
16	BRISTOL	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
17	BSI, LLC	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
18	BUNN-O-MATIC CORP.	100%	(43%)	<u>15%</u>	---	16%	<u>20% *</u>	---
19	BUSS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
20	CADDY CORPORATION	100%	(0%)	<u>15%</u>	---	26%	<u>20%</u>	---

LEGEND:

_____ = Award - Primary

_____ = Award - Secondary

() = Reject

* Florida Preference

18C-16L
 BID SUMMARY

SECTION III: OEM PARTS

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supoplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
21	CAPP	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
22	CARTER-HOFFMAN	100%	(42%)	<u>15%</u>	---	16%	<u>20% *</u>	---
23	CECILWARE	100%	(42%)	<u>15%</u>	---	26%	<u>20%</u>	---
24	CENTURY CONCEPTS INC.	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
25	CHAMPION	100%	(35%)	<u>5%</u>	---	16%	20%	<u>10%</u>
26	CLEVELAND MANITOWOC FOOD SERVICE	100%	(36%)	<u>5%</u>	---	16%	<u>20% *</u>	---
27	COLORPOINT LOW TEMP INDUSTRIES	100%	---	<u>15%</u>	---	26%	<u>20%</u>	---
28	CONTINENTAL REFRIGERATOR	100%	(30%)	<u>15%</u>	---	20%	<u>20% *</u>	---
29	COOKTEK	100%	---	<u>15%</u>	---	26%	<u>20%</u>	---
30	COPELAND	100%	---	<u>15% *</u>	---	<u>10%</u>	20%	---
31	CRES COR	100%	(40%)	<u>15%</u>	---	29%	<u>20%</u>	---
32	CUNO, INC. 3M PURIFICATION INC.	100%	(40%)	<u>15%</u>	---	28%	<u>20%</u>	---
33	DAYCO	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
34	DEAN MANITOWOC FOOD SERVICE	100%	(36%)	<u>15%</u>	---	16%	<u>20% *</u>	---
35	DELFIELD MANITOWOC FOOD SERVICE	100%	(36%)	<u>15%</u>	---	16%	<u>20% *</u>	---
36	DITO DEAN	100%	(35%)	<u>15%</u>	---	16%	<u>20% *</u>	---
37	DORMONT MANUFACTURING CO.	100%	(52%)	<u>15%</u>	---	39%	<u>20%</u>	---
38	DOYON EQUIPMENT INC.	100%	(25%)	<u>15%</u>	---	16%	20%	<u>8%</u>
39	DUKE MANUFACTURING	100%	(40%)	<u>15%</u>	---	16%	<u>20% *</u>	---

LEGEND:

- _____ = Award - Primary
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- () = Reject

* Florida Preference

18C-16L
BID SUMMARY

SECTION III: OEM PARTS

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supoplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
40	DUPONT	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
41	EAGLE GROUP	100%	(40%)	<u>15%</u>	---	(CALL)	<u>20%</u>	---
42	ELECTROLUX	100%	(40%)	<u>15%</u>	---	16%	<u>20%</u> *	---
43	EVERPURE	100%	(40%)	<u>15%</u>	---	20%	<u>20%</u> *	---
44	FASCO	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
45	FLEETWOOD	100%	(15%)	<u>15%</u>	---	(CALL)	<u>20%</u>	---
46	FOLLETT CORPORATION	100%	(25%)	<u>15%</u>	---	(CALL)	20%	<u>8%</u>
47	FOOD WARMING EQUIPMENT CO., INC.	100%	(32%)	<u>15%</u>	---	16%	<u>20%</u> *	---
48	FORMS PLASTICS CO. (including supplies)	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
49	FRANKLIN MACHINE PRODUCTS (FMP)	100%	(42%)	<u>15%</u>	---	---	<u>20%</u>	---
50	FRIGIDAIRE ELECTROLUX	100%	---	<u>15%</u>	---	(CALL)	<u>20%</u>	---
51	FRYMASTER MANITOWOC FOOD SERVICE	100%	(36%)	<u>15%</u>	---	16%	<u>20%</u> *	---
52	FURNAS SIEMENS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
53	G. E. PRODUCTS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
54	GARLAND MANITOWOC FOOD SERVICE	100%	(36%)	<u>15%</u>	---	16%	<u>20%</u> *	---
55	GE MOTORS (GE ENERGY)	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
56	GLOBE FOOD EQUIPMENT CO.	100%	(35%)	<u>15%</u>	---	29%	<u>20%</u>	---
57	GOLD MEDAL PRODUCTS	100%	(5%)	<u>15%</u>	---	26%	<u>20%</u>	---
58	GROEN UNIFIED BRANDS	100%	(36%)	<u>15%</u>	---	41%	20%	<u>8%</u>

LEGEND:

_____ = Award - Primary

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* Florida Preference

18C-16L
BID SUMMARY

SECTION III: OEM PARTS

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supoplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
59	HAMILTON BEACH	100%	(40%)	<u>15%</u>	---	26%	<u>20%</u>	---
60	HARFORD MANITOWOC FOOD SERVICE	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
61	HARTELL	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
62	HATCO CORP.	100%	(40%)	<u>15%</u>	---	16%	<u>20% *</u>	---
63	HOBART	100%	(3%)	<u>15%</u>	---	(CALL)	<u>20%</u>	---
64	HONEYWELL	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
65	HOSHIZOKI AMERICA, INC.	100%	(20%)	<u>15%</u>	---	38%	<u>20%</u>	---
66	HOTPOINT	100%	---	<u>15%</u>	---	(CALL)	<u>20%</u>	---
67	HUSSMAN INGERSOLL-RAND CO.	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
68	ICE JACKET	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
69	ICE-O-MATIC	100%	(35%)	<u>15%</u>	25%	26%	<u>20%</u>	---
70	ICM CONTROLS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
71	ICOR INTERNATIONAL	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
72	INTERMETRO INDUSTRIES	100%	(34%)	<u>15%</u>	---	16%	<u>20% *</u>	---
73	INSINKERATOR	100%	(43%)	<u>15% *</u>	---	15%	<u>20% *</u>	---
74	INSINGER MACHINE CO.	100%	(35%)	<u>15%</u>	---	16%	<u>20% *</u>	---
75	INTERLINK HEATCRAFT WORLDWIDE REFRIGERATION	100%	---	<u>15%</u>	---	41%	<u>20%</u>	---
76	ISS EQUIPMENT	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
77	JACKSON MANITOWOC FOOD SERVICE	100%	(40%)	<u>15%</u>	---	16%	<u>20% *</u>	---
78	JADE RANGE	100%	(40%)	<u>15%</u>	---	16%	<u>20% *</u>	---

LEGEND:

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* Florida Preference

18C-16L
BID SUMMARY

SECTION III: OEM PARTS

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supoplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
79	JOHNSON CONTROLS	100%	---	15%	---	---	20%	---
80	KASON INDUSTRIES	100%	(40%)	15%	---	16%	20% *	---
81	KEATING OF CHICAGO	100%	(20%)	15%	---	(CALL)	20%	---
82	KELMAX STORAGE PRODUCTS GROUP	100%	---	15%	---	(CALL)	20%	---
83	KELVINATOR NATIONAL REFRIGERATION PRODUCTS	100%	---	15%	---	40%	20%	---
84	KENMORE	100%	---	15%	---	(CALL)	20%	---
85	KITCHENAID	100%	(5%)	15%	---	(CALL)	20%	---
86	KLIXON PRECISION PRODUCTS SENSATA TECHNOLOGIES	100%	---	15%	---	---	20%	---
87	KNIGHT IDEX CORPORATION	100%	---	15%	---	---	20%	---
88	KOLPAK MANITOWOC FOOD SERVICE	100%	(34%)	15%	---	28%	20%	---
89	KOOL STAR	100%	---	15%	---	40%	20%	---
90	KRAMER-TRENTON	100%	---	15%	---	---	20%	---
91	LANCER	100%	---	15%	---	25%	20%	---
92	LANG	100%	(40%)	15%	---	24%	20%	---
93	LARKIN HEATCRAFT WORLDWIDE REFRIGERATION	100%	---	15%	---	(CALL)	20%	---
94	LEGION	100%	(25%)	15%	---	16%	20% *	---
95	LINCOLN MANITOWOC FOOD SERVICE	100%	(36%)	15%	---	16%	20% *	---
96	LOCHINVAR	100%	---	15%	---	25%	20%	---

LEGEND:

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18C-16L
BID SUMMARY

SECTION III: OEM PARTS

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supoplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
97	LTI (LOW-TEMP INDUSTRIES)	100%	---	<u>15%</u>	---	26%	<u>20%</u>	---
98	LOWE REFRIGERATION, INC.	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
99	MANITOWOC	100%	(43%)	<u>15%</u>	---	24%	<u>20%</u>	---
100	MARKET FORGE INDUSTRIES, INC.	100%	(40%)	<u>15%</u>	---	16%	<u>20%</u> *	---
101	MARSHALL AIR SYSTEMS	100%	---	<u>15%</u>	---	25%	<u>20%</u>	---
102	MASTER-BILT	100%	(30%)	<u>15%</u>	---	29%	<u>20%</u>	---
103	MASTER DISPOSERS	100%	---	<u>15%</u>	---	26%	<u>20%</u>	---
104	MAYTAG	100%	---	<u>15%</u>	---	(CALL)	<u>20%</u>	---
105	MENUMASTER COMMERCIAL	100%	---	<u>15%</u>	---	26%	<u>20%</u>	---
106	MERCO MANITOWOC FOOD SERVICE	100%	(36%)	<u>15%</u>	---	16%	<u>20%</u> *	---
107	METRO	100%	---	<u>15%</u>	---	16%	<u>20%</u> *	---
108	MOD-U-SERVE	100%	---	<u>15%</u>	---	30%	<u>20%</u>	---
109	MOFFAT NORTH AMERICA	100%	(40%)	<u>15%</u>	---	16%	<u>20%</u> *	---
110	MONTAGUE CO.	100%	(35%)	<u>15%</u>	---	16%	<u>20%</u> *	---
111	MOYER DIEBEL	100%	---	<u>15%</u>	---	16%	<u>20%</u> *	---
112	MUELLER INDUSTRIES	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
113	NIBCO	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
114	NORLAKE	100%	(40%)	<u>15%</u>	---	29%	20%	<u>8%</u>
115	NU-CALGON	100%	---	<u>15%</u>	---	(CALL)	<u>20%</u>	---
116	OLIVER PACKAGING & EQUIPMENT CO.	100%	---	<u>15%</u>	---	(CALL)	<u>20%</u>	---
117	PANASONIC	100%	(25%)	<u>15%</u>	---	(CALL)	<u>20%</u>	---

LEGEND:

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18C-16L
BID SUMMARY

SECTION III: OEM PARTS

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supopies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
118	PIPER PRODUCTS INC.	100%	(40%)	<u>15%</u>	---	(CALL)	<u>20%</u>	---
119	PITCO FRIALATOR	100%	(40%)	<u>15%</u>	---	16%	<u>20% *</u>	---
120	PRECISION FOOD EQUIPMENT	100%	---	<u>15%</u>	---	(CALL)	<u>20%</u>	---
121	RANCO - INVENSYS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
122	RATIONAL	100%	(40%)	<u>15%</u>	---	16%	<u>20% *</u>	---
123	REDGOAT DISPOSERS	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
124	REFRIGERATION TECHNOLOGIES	100%	---	<u>15%</u>	---	---	<u>20% *</u>	---
125	REGAL WARE, INC.	100%	---	<u>15%</u>	---	(CALL)	<u>20%</u>	---
126	RF HUNTER, INC.	100%	(40%)	<u>15%</u>	---	(CALL)	<u>20%</u>	---
127	ROBOT COUPE USA INC.	100%	(30%)	<u>15%</u>	---	20%	<u>20% *</u>	---
128	ROPER	100%	---	<u>15%</u>	---	(CALL)	<u>20%</u>	---
129	ROSS TEMP	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
130	SALVAJOR	100%	(34%)	<u>15%</u>	---	16%	<u>20% *</u>	---
131	SANI-SERVE	100%	(25%)	<u>15%</u>	---	32%	<u>20%</u>	---
132	SAVORY	100%	(40%)	<u>15%</u>	---	16%	<u>20% *</u>	---
133	SCHMIDT	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
134	SCOTSMAN ICE SYSTEMS	100%	(40%)	<u>15% *</u>	---	<u>15%</u>	20%	---
135	SECO	100%	(20%)	<u>15% *</u>	---	<u>15%</u>	20%	---
136	SERVOLIFT	100%	(40%)	<u>15%</u>	---	(CALL)	<u>20%</u>	---
137	SHARP	100%	---	<u>15%</u>	---	(CALL)	<u>20%</u>	---
138	SHELCON	100%	---	<u>15%</u>	---	---	<u>20%</u>	---

LEGEND:

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18C-16L
BID SUMMARY

SECTION III: OEM PARTS

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supoplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
139	SHELLY	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
140	SOMAT	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
141	SOUTHBEND	100%	(40%)	<u>15%</u>	---	22%	<u>20%</u>	---
142	SPRAY MASTER TECHNOLOGIES	100%	---	<u>15%</u>	---	70%	<u>20%</u>	---
143	SPEED QUEEN	100%	(15%)	<u>15%</u>	---	31%	<u>20%</u>	---
144	SPOKANE STAINLESS PRODUCTS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
145	SQUARE D - SCHNEIDER ELECTRIC	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
146	STAR MANUFACTURING	100%	(40%)	<u>15%</u>	---	16%	<u>20% *</u>	---
147	STEROI ITW FOOD EQUIPMENT GROUP	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
148	STEVECO	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
149	TECUMSEH	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
150	TERRISON	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
151	THERMODUKE	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
152	THERMO-KOOL	100%	(30%)	<u>15%</u>	---	32%	<u>20%</u>	---
153	TOASTMASTER	100%	(40%)	<u>15%</u>	---	15%	<u>20% *</u>	---
154	TOLEDO	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
155	TRAULSEN	100%	(40%)	<u>15% *</u>	---	<u>14%</u>	20%	---
156	TRUE MANUFACTURING CO.	100%	(45%)	<u>15%</u>	---	24%	<u>20%</u>	---
157	U. S. RANGE MANITOWOC FOOD SERVICE	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
158	U-LINE	100%	---	<u>15%</u>	---	30%	<u>20%</u>	---

LEGEND:

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- () = Reject

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18C-16L
BID SUMMARY

SECTION III: OEM PARTS

ITEM	BRAND/MANUFACTURER	COST + PERCENTAGE MARK-UP						
		Advance Case Parts, Inc.	AllPoints Foodservice Parts and Supplies	Florida Commercial Appliance Parts & Service Inc.	Gulf Ice Systems, Inc.	Heritage Food Service Group	J.M.B. Repairs, Inc.	Unisource Marketing Group
159	UNIFIED BRANDS RAND	100%	---	<u>15%</u>	---	39%	20%	<u>8%</u>
160	VARIMIXER MANITOWOC FOOD SERVICE	100%	(40%)	<u>15%</u>	---	26%	<u>20%</u>	---
161	VICTORY REFRIGERATION, INC.	100%	(40%)	<u>15%</u>	---	38%	<u>20%</u>	---
162	VOLLRATH	100%	(40%)	<u>15%</u>	---	16%	<u>20% *</u>	---
163	VULCAN ITW FOOD EQUIPMENT GROUP	100%	(25%)	<u>15%</u>	---	<u>11%</u>	20%	---
164	WAGNER	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
165	WARING	100%	(40%)	<u>15%</u>	---	16%	<u>20% *</u>	---
166	WASCOMAT	100%	---	<u>15%</u>	---	(CALL)	<u>20%</u>	---
167	WASTEKING	100%	(30%)	<u>15%</u>	---	40%	<u>20%</u>	---
168	WEISS INSTRUMENTS	100%	---	<u>15%</u>	---	---	<u>20%</u>	---
169	WHIRLPOOL	100%	---	<u>15%</u>	---	(CALL)	<u>20%</u>	---
170	WILBUR-CURTIS	100%	---	<u>15%</u>	---	16%	<u>20% *</u>	---
171	WINSTON INDUSTRIES	100%	(40%)	<u>15%</u>	---	16%	<u>20% *</u>	---
172	WITTCO	100%	(0%)	<u>15% *</u>	---	15%	<u>20% *</u>	---
173	WOLF ITW FOOD EQUIPMENT GROUP	100%	(25%)	<u>15% *</u>	---	11%	<u>20% *</u>	---
174	WYOTT	100%	---	<u>15%</u>	---	36%	<u>20%</u>	---
175	YIELDKING	100%	---	<u>15%</u>	---	---	<u>20%</u>	---

LEGEND:

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18C-16L
BID SUMMARY

SECTION IV: LABOR RATE FOR REPAIR AND/OR INSTALLATION (HOURLY)

ITEM NO.	DESCRIPTION	Advance Case Parts, Inc.		Florida Commercial Appliance Parts & Service Inc.		General Hotel & Restaurant Supply Corporation		J.M.B.Repairs, Inc.	
		HOURLY RATE FOR INSTALLATION	HOURLY RATE FOR ON-SITE REPAIR	HOURLY RATE FOR INSTALLATION	HOURLY RATE FOR ON-SITE REPAIR	HOURLY RATE FOR INSTALLATION	HOURLY RATE FOR ON-SITE REPAIR	HOURLY RATE FOR INSTALLATION	HOURLY RATE FOR ON-SITE REPAIR
1	Labor Rate (hourly)for School Food Service and Culinary Arts Equipment Monday - Friday, 8:00 a.m. – 4 :00 p.m.	<u>\$65.00</u>	<u>\$65.00</u>	<u>\$68.50</u>	<u>\$68.50</u>	<u>\$145.00</u>	---	<u>\$70.00</u>	<u>\$70.00</u>
2	Labor Rate (hourly)for School Food Service and Culinary Arts Equipment Monday - Friday, after 4 :00 p.m.	<u>\$97.50</u>	<u>\$97.50</u>	<u>\$102.75</u>	<u>\$102.75</u>	--	---	<u>\$140.00</u>	<u>\$140.00</u>
3	Labor Rate (hourly)for School Food Service and Culinary Arts Equipment Saturday and Sunday	<u>\$97.50</u>	<u>\$97.50</u>	<u>\$102.75</u>	<u>\$102.75</u>	---	---	<u>\$140.00</u>	<u>\$140.00</u>
4	Labor Rate (hourly) for drop off repair (stand	---	\$40.00	---	\$68.50	---	---	---	<u>\$70.00</u>

LEGEND:

_____ = Award

Milo Food Service Equipment Dist. Inc.
477 Via Hermosa
West Palm Beach, FL 33415
PH: 561-723-7193

P.1

3-19-19

Attn: Breno Marinez

From: Mike, Milo Food Service Equipment Dist. Inc.

Re: Delfield Serving Line Equipment: Sebastian Middle School

*Pricing Per Palm Beach Bid 18C-16L(Attached)

Section II: Equipment With Installation

* Item 32:

Qty	“Additional Manufacturer/ Info.	Price	Unit	*Unit	Total
1	Delfield Cashier’s Counter, SCS-30, Per Delfield List Price Quote (Item 1) (See Delfield Quote For All Details)	\$6608.00	\$5220.32	\$3748.62	\$3748.62
1	Delfield Refrigerated Cold Pan Serving Counter, SCSC-60-BP, Per Delfield List Price Quote (Item 3) (See Delfield Quote For All Details)	14954.00	11813.66	8483.19	8483.19
1	Delfield Custom DCFSFS Flexible Shield, DCFSFS, Per Delfield List Price Quote (Item 3A- To Be mounted on Item 3) (See Delfield Quote For All Details)	7378.00	5828.62	4185.43	4185.43
1	Delfield Four Well Hot Food Counter, SH-4-NU, Per Delfield List Price Quote (Item 4) (See Delfield Quote For All Details)	16634.00	13140.86	9436.23	9436.23
1	Delfield Custom DCFSFS Flexible Shield, DCFSFS, Per Delfield List Price Quote (Item 4A- To Be mounted on Item 4) (See Delfield Quote For All Details)	8122.00	6416.38	4607.49	4607.49

SEE NEXT PAGE

Qty	“Additional Manufacturer/ Info.	Price	Unit	*Unit	Total
1	Delfield All Purpose Counter SC-50-NU Per Delfield List Price Quote (Item 5) (See Delfield Quote For All Details)	\$14982.00	\$11835.78	\$8499.07	\$8499.07
1	Delfield Custom DCFSFS Flexible Shield, DCFSFS, Per Delfield List Price Quote (Item 5A- To Be mounted on Item 5) (See Delfield Quote For All Details)	6812.00	5381.48	3864.35	3864.35
1	Delfield Four Well Hot Food Counter, SH-4-NU, Per Delfield List Price Quote (Item 6) (See Delfield Quote For All Details)	21434.00	16932.86	12159.20	12159.20
1	Delfield Custom DCFSFS Flexible Shield, DCFSFS, Per Delfield List Price Quote (Item 6A- To Be mounted on Item 6) (See Delfield Quote For All Details)	8122.00	6416.38	4607.49	4607.49
1	Delfield Custom DCFSSS Glass Front Food Shield, DCFSSS, Per Delfield List Price Quote (Item 6B- To Be mounted on Item 6) (See Delfield Quote For All Details)	1152.00	910.08	653.51	653.51
1	Delfield Refrigerated Cold Pan Serving Counter, SCSC-60-BP, Per Delfield List Price Quote (Item 7) (See Delfield Quote For All Details)	14954.00	11813.66	8483.19	8483.19
1	Delfield Custom DCFSFS Flexible Shield, DCFSFS, Per Delfield List Price Quote (Item 7A- To Be mounted on Item 7) (See Delfield Quote For All Details)	7378.00	5828.62	4185.43	4185.43

SEE NEXT PAGE

Qty	“Additional Manufacturer/ Info.	Price	Unit	*Unit	Total
1	Delfield Cashier’s Counter, SCS-30, Per Delfield List Price Quote (Item 8) (See Delfield Quote For All Details)	\$6608.00	\$5220.32	\$3748.62	\$3748.62
*	Warranty Per Item Per Delfield List Price Quote: 1 Yr Parts/Labor, 5 Year Compressor Only (See Delfield Quote For All Details)				INCL

Grand Total: \$76661.82

*Unit price includes additional educational discounts, all freight charges, receive, uncrate, inside delivery and installation per bid

* Final Utilities Connections(Electrical and Plumbing) to be by IRCSD or their electrical and plumbing contractor)

***Estimated** lead time 8-10 weeks to ship from factory (Factory Shutdown For Holidays Not Included)

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Milo Food Service Equipment Dist. Inc.
 477 Via Hermosa
 West Palm Beach, FL 33415
 PH: 561-723-7193
 FAX: 561-880-6992

3-4-19

Attn: Breno Marinez

From: Mike, Milo Food Service Equipment Dist. Inc.

Re: Display Merchandisers: Sebastian River Middle School

Per Palm Beach County Schools Bid # 18C-16L

Item 5: Balance Of Line Discount

<u>Qty</u>	<u>“Additional Manufacturer/ Info.</u>	<u>List</u>	<u>Bid Price/ Unit</u>	<u>*Unit</u>	<u>Total</u>
1	Air Screen Merchandiser, Refrigerated, Self Service, as specified, Structural Concepts, # CO47R, Item 1 (Please see Factory List Price Details Sheet for all details)	\$24655.00	\$24655.00	\$14987.81	\$14987.81
1	Air Screen Merchandiser, Refrigerated, Self Service, as specified, Structural Concepts, # CO57R Item 2 (Please see Factory List Price Details Sheet for all details)	26810.00	26810.00	16266.37	16266.37

Grand Total: \$31254.18

*Unit price includes additional educational discounts, all freight charges,
and inside delivery and installation per bid

*Utilities Connection and Utilities upgrades(if applicable) by others

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Milo Food Service Equipment Dist. Inc.
 477 Via Hermosa
 West Palm Beach, FL 33415
 PH: 561-723-7193

P.1

4-10-19

Attn: Breno Marinez

From: Mike, Milo Food Service Equipment Dist. Inc.

Re: Delfield Serving Line Equipment: Treasure Coast Elementary School

*Pricing Per Palm Beach Bid 18C-16L(Attached)

Section II: Equipment With Installation

* Item 32:

Qty	“Additional Manufacturer/ Info.	Price	Unit	*Unit	Total
1	Delfield Four Well Hot Food Counter, SH-4-NU, Per Delfield List Price Quote (Item 1A) (See Delfield Quote For All Details)	\$15139.00	\$11959.81	\$8588.14	\$8588.14
1	Delfield All Purpose Counter SC-50-NU Per Delfield List Price Quote (Item 2A) (See Delfield Quote For All Details)	13699.00	10822.21	7771.25	7771.25
1	Delfield All Purpose Counter SC-50-NU Per Delfield List Price Quote (Item 3A) (See Delfield Quote For All Details)	6042.00	4773.18	3427.54	3427.54
1	Delfield Refrigerated Frost Top Serving Counter, SCFT-50-NUP, Per Delfield List Price Quote (Item 4A) (See Delfield Quote For All Details)	9663.00	7633.77	5481.68	5481.68
1	Delfield Cashier’s Counter, SCS-50 Per Delfield List Price Quote (Item 5A) (See Delfield Quote For All Details)	10393.00	8210.47	5895.80	5895.80

SEE NEXT PAGE

<u>Qty</u>	<u>“Additional Manufacturer/ Info.</u>	<u>Price</u>	<u>Unit</u>	<u>*Unit</u>	<u>Total</u>
1	Delfield Cashier’s Counter, SCS-30, Per Delfield List Price Quote (Item 5B) (See Delfield Quote For All Details)	\$6504.00	\$5138.16	\$3689.63	\$3689.63
1	Delfield Refrigerated Frost Top Serving Counter, SCFT-50-NUP, Per Delfield List Price Quote (Item 4B) (See Delfield Quote For All Details)	9663.00	7633.77	5481.68	5481.68
1	Delfield All Purpose Counter SC-50-NU Per Delfield List Price Quote (Item 3B) (See Delfield Quote For All Details)	6042.00	4773.18	3427.54	3427.54
1	Delfield All Purpose Counter SC-50-NU Per Delfield List Price Quote (Item 2B) (See Delfield Quote For All Details)	13699.00	10822.21	7771.25	7771.25
1	Delfield Four Well Hot Food Counter, SH-4-NU, Per Delfield List Price Quote (Item 1B) (See Delfield Quote For All Details)	15139.00	11959.81	8588.14	8588.14
2	Delfield Custom DCFSFS Flexible Shield, DCFSFS, Per Delfield List Price Quote (Item 1AB- To Be mounted on Item 1A & Item 1B) (See Delfield Quote For All Details)	8122.00	6416.38	4607.49	9214.98

SEE NEXT PAGE

Qty	“Additional Manufacturer/ Info.	Price	Unit	*Unit	Total
2	Delfield Custom DCFSFS Flexible Shield, DCFSFS, Per Delfield List Price Quote (Item 2AB- To Be mounted on Item 2A & Item 2B) (See Delfield Quote For All Details)	\$6812.00	\$5381.48	\$3864.35	\$7728.70
2	Delfield Custom DCFSFS2 Flexible Shield, DCFSFS2, Per Delfield List Price Quote (Item 3AB- To Be mounted on Item 3A & Item 3B) (See Delfield Quote For All Details)	9504.00	7508.16	5391.48	10782.96
2	Delfield Custom DCFSFS2 Flexible Shield, DCFSFS2, Per Delfield List Price Quote (Item 4AB- To Be mounted on Item 4A & Item 4B) (See Delfield Quote For All Details)	8352.00	6598.08	4737.97	9475.94
*	Warranty Per Item Per Delfield List Price Quote: 1 Yr Parts/Labor, 5 Year Compressor Only (See Delfield Quote For All Details)				INCL

Grand Total: \$97325.23

*Unit price includes additional educational discounts, all freight charges, receive, uncrate, inside delivery and installation per bid

* Final Utilities Connections(Electrical and Plumbing) to be by IRCSD or their electrical and plumbing contractor)

***Estimated** lead time 8-10 weeks to ship from factory (Factory Shutdown For Holidays Not Included)

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TRANSPORTATION SERVICES AGREEMENT

This **AGREEMENT** is between:

Company: School Board of Indian River County
Address: 6500 57th Street
Vero Beach, FL 32967

And

Company: ORCA Citizen Science Center
Address: 1420 Seaway Drive
Ft. Pierce, FL 34949

The **SCHOOL BOARD OF INDIAN RIVER COUNTY**, herein after referred to as the "**SBIRC**" and the **ORCA Citizen Science Center**, herein after referred to as the **ORCA**.

Services under this agreement shall include the following periods: July 1, 2019 until June 30, 2020. Services under this agreement shall begin July 1, 2019 or the date this **AGREEMENT** is signed by both parties, whichever is later and shall be completed by June 30, 2020. This agreement consists of pages 1 through 4.

1. SELLING, TRANSFERRING OR ASSIGNING CONTRACT

This contract may not be sold, transferred or assigned without the written approval of the **ORCA Citizen Science Center** and the written approval of **SBIRC**.

2. CONDITIONS OF CONTRACT

ORCA shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal law, rules and regulations applicable to business to be carried on under this contract.

During the term of this agreement, the **ORCA** agrees to maintain Commercial General Liability coverage in the amount of \$1,000,000 per each occurrence and \$2,000,000 aggregate. As evidence of such coverage, the **ORCA** shall furnish the **SBIRC** with a Certificate of Liability Insurance naming the **SBIRC** as "additional insured". This Certificate of Liability Insurance shall be provided prior to commencing service under this Agreement.

3. INDEMNITY/HOLD HARMLESS AGREEMENT

Each party shall indemnify and hold harmless the other from and against any losses, claims, damages, injuries, liability, and expenses (including attorneys' fees), arising out of the negligence of its respective member, employees, agents, and officers. Nothing contained herein shall be deemed a waiver of the School Board's sovereign immunity as set forth in section 768.28, Florida Statutes.

4. DESCRIPTION OF ENTITY AND OFFICES TO BE SERVED

The customers to be served under the **AGREEMENT** are youths residing in Indian River County, Florida. The service to be provided is transportation from designated pick-up locations to sites within Indian River County for **ORCA** sponsored programs and back from **ORCA** sponsored programs to the designated pick-up locations.

The SBIRC contact will be:

Jennifer B. Idlette
Director of Transportation

(772) 978-8810
Phone Number

The **ORCA** contact will be:

Jessica Espinosa, Field Tech/Educator
Name

(772) 708-7577
Phone Number

5. SCOPE OF SERVICES TO BE PERFORMED

A. The following services will be performed by the **SBIRC**:

- Provide buses to transport eligible youths from strategic pick-up sites in Indian River County to **ORCA Citizen Science Center** for Special Services and from designated sites back to the assigned strategic pick-up locations.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **ORCA**.
- Provide **ORCA** contact person with a dated Mileage Checklist and Log Sheet Report showing the beginning, ending and total mileage traveled for each bus.

B. The following services will be performed by the **ORCA**:

- Pay **SBIRC** in accordance with the rate schedule listed in #7 Rate Schedule.
- Inspect all buses prior to service. If any damages occur to the inside of the bus, caused by the riders, during the program dates, it will be the responsibility of the **ORCA Citizen Science Center**.

C. All granting of transportation services requests shall be subject to the availability of drivers and vehicles. The **SBIRC** reserves the right to cancel any services that may interfere with the daily operations of the **SBIRC**.

6. PAYMENT

Payment will be due when invoices are processed and received by ORCA.
Monthly invoices must be sent to:

Company: ORCA Citizen Science Center
Address: 1420 Seaway Drive
Ft. Pierce, FL 34949

Contact Name: Jessica Espinosa, Field Technician/Educator
Telephone Number: 772-708-7577

This invoice shall be sent upon receipt of the Mileage Checklist and Log Sheet Report.

Either party can cancel the contract with thirty (30) days written notice to the last known address of ORCA and SBIRC.

7. RATE SCHEDULE

In addition, the ORCA further agrees that all expenses incurred for transportation services, including driver rates, fringes and board approved mileage rate will be borne by the ORCA.

8. SERVERABILITY

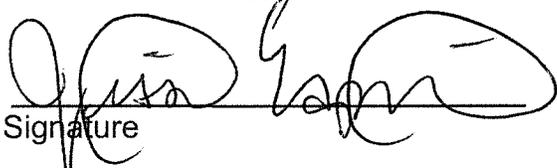
If any portion of this **AGREEMENT** is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

The parties agree to comply with all the terms and provisions of this **AGREEMENT**, including the attachments.

District Transportation Contact: Jennifer B. Idlette, Director of Transportation
Telephone Number: (772) 978-8810

APPROVED BY:

ORCA Citizen Science Center



Signature

Jessica Espinosa

Typed Name

Field Technician/Educator

Title

4/25/19

Date

APPROVED BY:

The School Board of Indian River County

Signature

Dr. Mark J. Rendell

Typed Name

Superintendent of SBIRC

Title

Date

Signature

Laura Zorc

Typed Name

Chairman of School Board of IRC

Title

Date

Revised: 09-28-2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2019

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

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

PRODUCER Integro USA Inc. One State Street Plaza 9th Floor New York NY 10004	CONTACT NAME: Justin Shearin PHONE (A/C, No, Ext): 212-702-3315 FAX (A/C, No): 212-702-3365 E-MAIL ADDRESS: justin.shearin@integrogrou.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: PHILADELPHIA INSURANCE CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 280596174 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		PHPK1971589	4/21/2019	4/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK1971589	4/21/2019	4/21/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	SEXUAL OR PHYSICAL ABUSE OR MOLES.		PHPK1971589	4/21/2019	4/21/2020	Each Abusive Conduct Aggregate 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder, The City of Vero Beach, and 6500 57th Street are included as an scheduled as Additional Insured on the General Liability Policy.

30 Day Notice of Cancellation will be sent to the Certificate Holder, 10 Days for Non Payment



CERTIFICATE HOLDER School Board of Indian River County 6500 57th Street Vero Beach FL 32967	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)

THIS AGREEMENT is dated and will be effective on the 14th day of May, 2019, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and Tech Systems Inc. (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

ROOF REPLACEMENTS
DODGERTOWN ELEMENTARY SCHOOL
For The School Board of Indian River County
(As per terms and conditions of Brevard County School Board
ITB # 19-444-B-SH for Roofing Services)

Roof Replacements on the Dodgertown Elementary School campus located in Vero Beach, Florida. The Work shall consist of all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor for Roof Replacements (Mechanically Fastened Roof Recover Option) for Buildings 300 and 400 as per bid proposal, as well as all other required work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").

ARTICLE 2 – ARCHITECT

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

ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 52 calendar days (or by July 15, 2019) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 21 calendar days (or by August 5, 2019) from the date of Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$250.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion

of the Work. A change in Contract Time may only be authorized by a written Change Order.

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

ARTICLE 4 - CONTRACT PRICE

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

The Contractor's price(s) in the Bid Form is in the amount of **\$248,700.00**. The Owner will include a **\$24,870.00** contingency, for a total contract amount of **\$273,570.00**. Any contingency remaining at the closeout or completion of the project will be retained by the Owner.

ARTICLE 5 - PAYMENT PROCEDURES

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

- 5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by Architect. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the Contract Documents. The OWNER agrees to make payments within 25 business days providing the CONTRACTOR processes the invoice and delivers same to the Facilities Division Bookkeeping Department as the single agent/point of contact, by the 20th of the preceding month. The OWNER will not withhold payment without proper and adequate justification.

General Requirements

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

90% of Work completed.

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

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

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

and Owner deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Contractor and Owner. The Contractor will promptly engage in completing the Substantial Completion Punch List within 10 days of its issuance.

- 5.2. FINAL PAYMENT. Final payment of the Contract Sum will be made after the Architect certifies that the Work is complete, Owner's representatives complete their final acceptance report, the School District's Building Official completes the final inspection and a "certificate of occupancy" is issued. . Final Payment to the contractor requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner's Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Contractor to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Contractor until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner's property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Contractor fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor as a condition of final payment and at the Contractor's expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. The one year warranty period for the work will begin upon Final Completion. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.
- 5.3 CHANGE ORDERS. No change in the Contract Sum or Time may be made except by a duly authorized and executed written Change Order. If the Change in or addition to the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work). Any such Change Order shall be substantiated by complete itemized statements showing quantities and unit prices for material, labor (including all applicable fringe benefits), equipment, markup for overhead and profit, and other items

of cost. Costs of labor (including all applicable fringe benefits) and materials shall be actual costs to the subcontractor. All duly authorized and executed Change Orders shall become a part of the Contract Documents as described in Article 8.

ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 8 - CONTRACT DOCUMENTS

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

- 8.1 This Agreement consisting of 36 pages.
- 8.2 Performance Bond and Payment Bond in accordance with F.S. 255.01 et. seq. consisting of TBD pages (plus Power of Attorney Forms as applicable).
- 8.3 Notice of Award (N/A)
- 8.4 General Conditions consisting of N/A.
- 8.5 Supplementary Conditions consisting of N/A.
- 8.6 Drawings to be prepared and provided by REI Engineers, Inc.
- 8.7 Specifications to be prepared and provided by REI Engineers, Inc.
- 8.8 Addenda numbers N/A to N/A, inclusive.
- 8.9 CONTRACTOR'S Bid. (***Contractor's proposal attached***)
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement are not attached hereto, which shall be all Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Contract Documents.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner- Contractor Agreement; Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale

Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

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

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

ARTICLE 9 – ARCHITECT

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

access so the Architect may perform his functions under the Contract Documents.

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

ARTICLE 10 – MISCELLANEOUS

- 10.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 10.2 If the Contract Documents, laws, rules, regulations or orders of any State or Federal authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner and Architect timely notice of its readiness so they may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. The Contractor shall pay for all utilities required for testing of installed equipment of all of his work and the work of each Subcontractor.
- 10.3 Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's Certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

- 10.3.1 The Contractor shall deliver the required bonds and proofs of insurance to the Owner prior to the commencement of any Work, and in no event any later than 10 days after the execution of this Agreement.
- 10.3.2 The Contractor shall, throughout the performance of its services under this Agreement and throughout the term of this Agreement maintain and provide to the Owner the insurance coverages listed in this Article. The insurance policies shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. The Contractor shall provide insurance that may not be reduced, terminated, or cancelled unless 30 days prior written notice thereof is furnished to the Owner. Certificates of insurance and copies of all policies (if required by the Owner) shall be furnished to the Owner within 10 days after the execution of this Agreement. In the event of any cancellation or reduction in insurance coverage, the Contractor shall obtain substitute coverage, without any lapse of coverage whatsoever. The insurance policies shall name the Owner, the Owner's representatives, and the officers, directors, agents, employees and assigns of the Owner as additional insured (except for the professional liability and worker's compensation insurance).
- 10.3.3 The Owner may, in its sole discretion, procure and pay for the required Builders Risk insurance for the Project. In the event Owner elects to procure and pay for the Builders Risk insurance for the Project, the Contractor shall cooperate with Owner and provide any requested information for the procurement of the Builders Risk insurance.
- 10.3.4 The insurance required from the Contractor in this Article shall include all major divisions of coverage, and shall be on a commercial general basis including premises and operations (including X-C-U), Independent Contractor Hired Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or others set forth in the Contract Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.
- 10.3.5 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

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

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

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

1. Workers' Compensation:
 - (a) State: As required by Chapter 440, Florida Statutes
 - (b) Applicable Federal (e.g. Longshoremen's Statutory)
 - (c) Employer's Liability: \$500,000
2. Commercial General Liability (including Premises Operations; Independent Contractor Hired; Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
 - (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
 - (c) Products and Completed Operations to be maintained for one year after final payment
 - (d) Property Damage Liability Insurance shall provide S, C or U Coverage as applicable
3. Contractual Liability:
 - (a) Bodily Injury:

\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

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

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

5. Commercial Automobile Liability: The State of Florida has no-fault automobile insurance requirements. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.

(a) \$1,000,000.00 per incident or occurrence combined single limit for bodily injury and property damage; with an annual general aggregate per policy of not less than \$2,000,000.

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

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

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

10.4.1 Insurance as Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, material suppliers, employees, or

agents to the Owner or others. Any remedy provided to the Owner, or the Owner's officers, employees, agents or assigns, by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

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

ARTICLE 11 – TERMINATION OF THE CONTRACT

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

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

- 11.4.4 at the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the subcontracts so terminated, in which case the Owner shall have the right, at his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - 11.4.5 settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts;
 - 11.4.6 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
 - 11.4.7 take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- 11.5 In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

ARTICLE 12 – CONTRACTOR

- 12.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner and Architect any error, inconsistency or omission he may discover in the Contract Documents, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without first possessing approved Shop Drawings, Product Data or Samples for such portion of the Work.
- 12.2 The Contractor and his Subcontractors shall keep at the site of the Work at least one copy of the approved drawings and specifications and shall at all times give the Owner, the Architect, inspectors, as well as other representatives of the Owner access thereto.

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

shall constitute a material breach of this Agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

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

and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

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

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

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

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

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

12.15 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to access,

transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Separate Prime Contractor conditions and schedules, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

ARTICLE 13 - INDEMNIFICATION

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

ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM

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

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

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

- 14.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Contractor shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a subcontractor's scope of Work, any terms and conditions that the subcontractor deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 14.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Contractor and/or the subcontractor for prices negotiated by the Contractor and/or subcontractor.
- 14.4 The Contractor is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Contractor and the Owner. The system developed by the Contractor shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Contractor shall submit a monthly accounting report of this information with the Contractor's application for payment.
- 14.5 The Contractor shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Contractor remains fully responsible under its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Contractor to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Contractor. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Contractor shall be held accountable for such a delay. The Contractor, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.
- 14.6 The Contractor shall be responsible for all purchases in the same manner as if the Contractor had purchased the items, inclusive of managing the

warranties for the Owner. The Contractor shall cooperate with the Owner and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.

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

ARTICLE 15 – TERMS

- 15.1 Limitation of Liability. The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.
- 15.2 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.
- 15.3 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 15.4 Entire Agreement. This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.
- 15.5 Binding Effect. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.
- 15.6 Notices. All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given

in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

If to Owner: Facilities Planning & Construction
The School District of Indian River County, Florida
Mr. Nicholas Westenberger
6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5016

Contractor: Tech Systems Inc.
Mrs. Jennifer Hillhouse
1801 North Wickham Road, Suite #3
Melbourne, FL 32935
Telephone: 321-259-2246
Fax: 321-255-0291

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

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

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

performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible and diligently pursues such performance.

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

administrator or designee. It will be considered a breach of this Agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health, and well-being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

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

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within a five-year period preceding the issuance of **ITB # 19-444-B-SH** been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

- (d) Have not within a five-year period preceding the issuance of ITB # 19-444-B-SH had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

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

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

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

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

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29

CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

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

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

ARTICLE 16 - PROJECT SIGNAGE

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

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

OWNER: **SCHOOL BOARD OF INDIAN RIVER COUNTY**

CONTRACTOR: **TECH SYSTEMS INC.**

By _____
School Board Chairman

By  _____
Thomas H. Camp, President

Attest: _____
Superintendent
(SEAL)

Attest:  _____
(CORPORATE SEAL)

Address for giving notices
6500 57th Street
Vero Beach, FL 32967

Address for giving notices
1801 N. Wickham Road, Suite #3
Melbourne, FL 32935

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

License No. CCC016112

Agent for service of process:

School Dist. Attorney

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

Exhibit A

Owner Direct Material/Equipment Purchase Program

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

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

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

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

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

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

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

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

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

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

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

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

7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.

8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.

9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Contractor, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Contractor for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Osceola School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.

10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work and instead shall promptly notify the vendor of the defective or non-conforming condition

in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Contractor, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or no-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

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

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

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

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

This Addendum is incorporated within the VENDOR'S Agreement between THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA (hereafter referred to as "SCHOOL BOARD") and **Tech Systems Inc.** (hereafter referred to as "VENDOR").

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

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

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

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

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

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

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



TECH SYSTEMS_{INC}

April 25, 2019

CONTRACT AGREEMENT

THIS AGREEMENT, submitted between TECH SYSTEMS INC., hereinafter called the Contractor and SCHOOL DISTRICT OF INDIAN RIVER COUNTY, hereinafter called the Owner:

WHEREAS, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

The Contractor shall furnish all of the materials and perform all of the work in a workmanlike manner on the following property to wit:

Dodgertown ES Roof Recover
REI PROJECT NO. 18TPA-015
4350 43rd Avenue
Vero Beach, FL 32967

Scope of Work – Plate-Bonded Roof Recover Option

Remove and dispose of the existing perimeter edge metal and discard; install new 2x4 pressure treated wood blocking along perimeter and re-secure as necessary; prep existing roof surface; install new 1 ½” polyisocyanurate roof insulation board (25 PSI); install a new plate-bonded FiberTite 45 mil single ply membrane (fastening pattern per 4x8 board 20/14/8), and provide new sheet metal flashings, accessories, and new gutters and downspouts at existing locations to provide a complete, watertight, 20-year warrantable roof assembly.

Scope of Work – Mechanically Fastened Roof Recover Option

Remove and dispose of the existing perimeter edge metal and discard; re-secure existing wood blocking as necessary; prep existing roof surface per manufacturer’s specifications; install a new mechanically fastened FiberTite 45 mil single ply membrane (12” on center), and provide new sheet metal flashings, accessories, and new gutters and downspouts at existing locations to provide a complete, watertight, 20-year warrantable roof assembly.

Special Conditions

1. Owner to furnish electrical power, water, and ground storage area.

Tech Systems Inc.
1801 North Wickham Road, Suite #3
Melbourne, FL 32935
Phone: 321.259.2246 | Fax: 321.255.0291
www.techsystemsflorida.com

2. Contractor shall be responsible for all damage and theft of tools and materials stored on the site.
3. It is understood that Contractor shall not be held responsible for any damage to the interior of the building or its contents unless caused by Contractor's negligence.
4. Owner and Contractor will agree on any changes of specifications before any additional work is done.
5. This contract can be modified only if Owner and Contractor sign a later agreement, which sets forth the changes agreed to. If there are any work modifications the resulting cost or credit to Owner will be included in that agreement.
6. Please be aware that heavy loads on truck and cranes are necessary to deliver and remove material on your job. Concrete and most other driveway and sidewalk materials many times are not able to withstand this weight without cracking. Therefore, neither Tech Systems, Inc., nor our material supplier, will assume responsibility for cracking or breaking of driveways, sidewalks, curbs, etc., which may occur.
7. Contractor to be responsible for any plumbing work, electrical and mechanical disconnects or reconnects if any.
8. Contractor not responsible for any damage or punctures to A/C lines, electrical lines, cables, and/or plumbing items on the underneath side of the roof decking.
9. Contractor not responsible for any damage to awnings, soffit, screen enclosures, stucco, drywall, landscaping, or pavers.
10. "Oil canning" of the metal can be seen in some instances and may include waviness in the flat areas of the metal. This is due to inconsistencies in the alloys, the gauge of the metal, uneven deck/substrate surfaces, installation and/or misalignment of support systems over which the metal is installed. The roofing industry has accepted this as being a normal occurrence.
11. Contract is contingent upon approval by the Building Department, pull tests, and material manufacturer.
12. Force Majeure Clause – any material cost increases incurred after Contract signing due to recent clauses by suppliers will be passed on to the Owner within reason with necessary back-up data.
13. Work to be completed prior to 2019/2020 school commencement.

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Permits and Fees

1. Owner to be responsible for preparing a Notice of Commencement for job and sending it to Tech Systems Inc. for permit processing.
2. Contractor shall provide all necessary permits for the execution of this contract and comply with any state or county licensing requirements.

Insurance

1. Provisions shall be made to protect all property from damage and the public against hazard or injury. All property damaged as a result of this work shall be restored or repaired by Contractor at his expense.
2. Contractor shall submit statement of insurance coverage and comply with Owner's requirement and agrees to keep said insurance in force for the duration of this contract.
3. Contractor shall hold Owner harmless for any accidents occurring to his employees.

Warranty

1. For a period of two (2) years, Contractor warrants that there will be no water penetration. This warranty does not cover damage due to abuse, hurricanes, named storms, lightning, severe structural faults, acts of God or situations not attributable to faulty material or workmanship.
2. Remedy - In the event that water penetration occurs Contractor will rectify the problem at no cost to Owner. Contractor is not responsible for contents of the building.
3. Provide to Owner at twenty (20) year NDL (no dollar limit, labor and material) manufacturer's warranty.

Unit Prices

1. Replacement of any existing moisture-saturated roof insulation - 100 square feet of replacement is included in the base bid.

Unit of Measurement: Cubic Foot (CF) \$4.50

2. UP-2: Replace damaged or deteriorated wood blocking.

Unit of Measurement: Board Foot (BF)	2x4s	\$7.50	1x2s	\$5.25
	2x6s	\$8.50	1x6s	\$8.00
	2x8s	\$9.50	1x8s	\$8.50
			1x12s	\$9.50

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Contract Prices

Upper and Lower Roofs Plate-Bonded Option	\$279,300.00
Upper and Lower Roofs Mechanically Fastened Option	\$248,700.00

*Note: Gutters and downspouts are to be installed at existing locations. If Owner wishes to install additional gutters and downspouts at all draining edges the cost would be as follows:

Additional Gutters and Downspouts on the Upper Roof	\$6,870.00
Additional Gutters and Downspouts on the Lower Roof	\$6,230.00

Payment Schedule

1. Periodic progress payments to be made for both materials stored on the site and work in progress based on standard schedule of values format as stated in bid documents.
2. The total contract price is effective as of the above date and shall remain so for a period of thirty (30) days, after such time the price is subject to change without notice.
3. IN WITNESS WHEREOF, we have executed this Agreement this _____ day of _____, 2019.

TECH SYSTEMS INC.

OWNER'S AGENT

Tech Systems Inc.
1801 North Wickham Road, Suite #3
Melbourne, FL 32935
Phone: 321.259.2246 | Fax: 321.255.0291
www.techsystemsflorida.com

OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)

THIS AGREEMENT is dated and will be effective on the 14th day of May, 2019, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and Hamilton Roofing, Inc. (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

ROOF REPLACEMENTS

ROSEWOOD MAGNET SCHOOL

For The School Board of Indian River County

(As per terms and conditions of Brevard County School Board

ITB # 19-444-B-SH for Roofing Services)

Roof Replacements on the Rosewood Magnet School campus located in Vero Beach, Florida. The Work shall consist of all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor for Roof Replacements for Building 300, and one quarter of Building 200 as per bid proposal, as well as all other required work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").

ARTICLE 2 – ARCHITECT

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

ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 52 calendar days (or by July 15, 2019) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 21 calendar days (or by August 5, 2019) from the date of Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$250.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion

of the Work. A change in Contract Time may only be authorized by a written Change Order.

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

ARTICLE 4 - CONTRACT PRICE

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

The Contractor's price(s) in the Bid Form is in the amount of **\$250,000.00**. The Owner will include a **\$25,000.00** contingency, for a total contract amount of **\$275,000.00**. Any contingency remaining at the closeout or completion of the project will be retained by the Owner.

ARTICLE 5 - PAYMENT PROCEDURES

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

- 5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by Architect. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the Contract Documents. The OWNER agrees to make payments within 25 business days providing the CONTRACTOR processes the invoice and delivers same to the Facilities Division Bookkeeping Department as the single agent/point of contact, by the 20th of the preceding month. The OWNER will not withhold payment without proper and adequate justification.

General Requirements

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

90% of Work completed.

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

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

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

and Owner deem appropriate. The Certificate of Substantial Completion shall be executed by the Architect, Contractor and Owner. The Contractor will promptly engage in completing the Substantial Completion Punch List within 10 days of its issuance.

- 5.2. FINAL PAYMENT. Final payment of the Contract Sum will be made after the Architect certifies that the Work is complete, Owner's representatives complete their final acceptance report, the School District's Building Official completes the final inspection and a "certificate of occupancy" is issued. Final Payment to the contractor requires School Board approval in accordance with Florida Statute 1013.50. It is understood and agreed, that final payment will not be withheld if a certificate of final inspection is issued by the Owner's Uniform Building Code Inspector, or if any other government agency refuses to give final acceptance for any reason other than the failure of the Contractor to complete the Work in accordance with the Contract Documents. Further, neither final payment nor any remaining Retainage shall be paid to the Contractor until the Architect has received an affidavit in a form sufficient to the Owner that all indebtedness in connection with the performance of the Work for which the Owner or the Owner's property may be held liable or encumbered, have been fully paid or otherwise satisfied; a certification in a form acceptable to the Owner which establishes that all required insurance will remain in full force and effect after final payment and will not be cancelled or allowed to expire until at least 30 days prior written notice has been provided to the Owner; consent of the surety to final payment; and any other certifications reasonably required by the Owner establishing full payment or satisfaction of any obligations. In the event the Contractor fails to furnish such certifications as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor as a condition of final payment and at the Contractor's expense, to furnish a bond in a form and amount satisfactory to the Owner to indemnify the Owner against such liens or claims. The one year warranty period for the work will begin upon Final Completion. Warranty will be for all workmanship, material, and equipment except for Owner insured damages.
- 5.3 CHANGE ORDERS. No change in the Contract Sum or Time may be made except by a duly authorized and executed written Change Order. If the Change in or addition to the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work). Any such Change Order shall be substantiated by complete itemized statements showing quantities and unit prices for material, labor (including

all applicable fringe benefits), equipment, markup for overhead and profit, and other items of cost. Costs of labor (including all applicable fringe benefits) and materials shall be actual costs to the subcontractor. All duly authorized and executed Change Orders shall become a part of the Contract Documents as described in Article 8.

ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

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

and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

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

- 8.1 This Agreement consisting of 36 pages.
- 8.2 Performance Bond and Payment Bond in accordance with F.S. 255.01 et. seq. consisting of TBD pages (plus Power of Attorney Forms as applicable).
- 8.3 Notice of Award (N/A)
- 8.4 General Conditions consisting of N/A.
- 8.5 Supplementary Conditions consisting of N/A.
- 8.6 Drawings to be prepared and provided by REI Engineers, Inc.
- 8.7 Specifications to be prepared and provided by REI Engineers, Inc.
- 8.8 Addenda numbers N/A to N/A, inclusive.
- 8.9 CONTRACTOR'S Bid. (***Contractor's proposal attached***)
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement are not attached hereto, which shall be all Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Contract Documents.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner- Contractor Agreement;

Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

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

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

ARTICLE 9 – ARCHITECT

- 9.1 Should errors, omissions, or conflicts in the Drawings, Specifications, or other Contract Documents prepared by the Architect be discovered, the Architect will prepare such amendments or supplementary documents and provide consultation as may be required.
- 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize itself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Architect and his consulting engineers shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. Contractor shall not be relieved from any of the obligations of

the Contract Documents as a result of the Architect's failure to detect any defective or deficient Work of the Contractor or others working by, through or under the Contractor.

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

ARTICLE 10 – MISCELLANEOUS

- 10.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 10.2 If the Contract Documents, laws, rules, regulations or orders of any State or Federal authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner and Architect timely notice of its readiness so they may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals. The Contractor shall pay for all utilities required for testing of installed equipment of all of his work and the work of each Subcontractor.

10.3 Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's Certificates at any time. If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

10.3.1 The Contractor shall deliver the required bonds and proofs of insurance to the Owner prior to the commencement of any Work, and in no event any later than 10 days after the execution of this Agreement.

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

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

10.3.4 The insurance required from the Contractor in this Article shall include all major divisions of coverage, and shall be on a commercial general basis including premises and operations (including X-C-U), Independent Contractor Hired Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or others set forth in the Contract

Documents, whichever is greater. All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

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

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

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

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

1. Workers' Compensation:
 - (a) State: As required by Chapter 440, Florida Statutes
 - (b) Applicable Federal (e.g. Longshoremen's Statutory)
 - (c) Employer's Liability: \$500,000
2. Commercial General Liability (including Premises Operations; Independent Contractor Hired; Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000
 - (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.

- (c) Products and Completed Operations to be maintained for one year after final payment
 - (d) Property Damage Liability Insurance shall provide S, C or U Coverage as applicable
3. Contractual Liability:
- (a) Bodily Injury:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
 - (b) Property Damage:
\$1,000,000.00 per incident or occurrence; with an annual general aggregate per policy of not less than \$2,000,000.
4. Personal Injury, \$1,000,000.00 per claimant; with an annual general aggregate per policy of not less than \$2,000,000
5. Commercial Automobile Liability: The State of Florida has no-fault automobile insurance requirements. The Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.
- (a) \$1,000,000.00 per incident or occurrence combined single limit for bodily injury and property damage; with an annual general aggregate per policy of not less than \$2,000,000.

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

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

10.4.0 Performance and Payment Bonds. The Contractor shall furnish bonds covering the faithful performance of the Agreement and payment of any and all obligations arising under the Agreement as required by Florida law. Upon request, the Contractor shall furnish a copy to any person or entity requesting a copy. Such bonds shall be in conformance and

compliance with sec. 255.05, Florida Statutes, and shall contain the information and provisions set forth in the referenced section. Pursuant to sec. 255.05, the Contractor shall record the performance and payment bonds in the public records of Indian River County, Florida. The Contractor shall provide the recorded copy of the bonds to the Owner.

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

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

ARTICLE 11 – TERMINATION OF THE CONTRACT

- 11.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor, which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 11.3. Contractor shall include termination clauses identical to Article 11 in each of his Subcontracts.
- 11.2 The Owner may, upon ten (10) days' written notice to the Contractor and to the Contractor's surety, terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by Contract or otherwise in any one of the following circumstances:
- 11.2.1 if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete the Work within said periods;

- 11.2.2 if the Contractor is in material default in carrying out any provisions of the Contract;
 - 11.2.3 if the Contractor fails to supply a sufficient number of properly qualified and skilled workers or proper equipment or materials;
 - 11.2.4 if the Contractor fails to make prompt payment to Subcontractors or materialmen or for materials or labor;
 - 11.2.5 if the Contractor disregards laws, permits, ordinances, rules, the Lunsford Requirements, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;
 - 11.2.6 if the Contractor violates any provisions of the Contract Documents;
or
 - 11.2.7 if the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Milestone and Completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.
- 11.3 If the Owner terminates the whole or any portion of the Work pursuant to ARTICLE 11, then the Owner shall only be liable to the Contractor for those reasonable costs reimbursable to the Contractor as calculated by Owner in Owner's sole discretion, provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed an appropriate adjustment shall be made reducing the amount of the allowable termination payment to reflect the indicated amount of loss. Contractor shall submit any claim of reimbursable cost, as stated in this paragraph, within 10 days of receipt of Notice of Termination or such claims are waived, released and forever barred. Reasonable costs owed to the Contractor by the Owner may include supplies, services, or property accepted by the Owner. In arriving at any amount due the Contractor, there shall be deducted any claim the Owner may have against the Contractor, amounts determined to be necessary to protect the Owner against loss because of outstanding or potential liens or claims, and the price for any materials, supplies, or other things acquired by the Contractor and not otherwise recovered by or credited to the Owner. The total sum to be paid to the Contractor shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract.

- 11.4 After receipt of a notice of termination from the Owner, the Contractor shall:
- 11.4.1 stop Work under the Contract on the date and to the extent specified in the notice of termination;
 - 11.4.2 place no further order or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
 - 11.4.3 terminate all purchase orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
 - 11.4.4 at the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the subcontracts so terminated, in which case the Owner shall have the right, at his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - 11.4.5 settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts;
 - 11.4.6 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
 - 11.4.7 take such action as may be necessary for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- 11.5 In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

ARTICLE 12 – CONTRACTOR

- 12.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner and Architect any error, inconsistency or omission he may discover in the Contract Documents, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error,

inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without first possessing approved Shop Drawings, Product Data or Samples for such portion of the Work.

- 12.2 The Contractor and his Subcontractors shall keep at the site of the Work at least one copy of the approved drawings and specifications and shall at all times give the Owner, the Architect, inspectors, as well as other representatives of the Owner access thereto.
- 12.3 The Contractor shall supervise, coordinate and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures of construction and for coordinating all portions of the Work under the Contract.
- 12.4 It shall be the responsibility of the Contractor to coordinate the work, to maintain a progress schedule, and to notify the Owner and the Architect of any changes in the approved progress schedule.
- 12.5 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and sub-Subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- 12.6 The Contractor understands and agrees that the Owner and Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner, and Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 12.7 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Owner and Architect have a reasonable objection.
- 12.8 Background Check. The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with

District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Contractor or its personnel or subcontractors providing any services under the conditions described in the previous sentence. The Contractor shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Contractor and its personnel. The parties agree that the failure of the Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

- 12.9 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all workmanship will be of the best, first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials, workmanship and equipment. The warranties set forth in this paragraph and elsewhere in the Contract Documents shall survive Final Completion of the Work.
- 12.10 If, within one year after the Date of Final Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract Documents, the Contractor or its Surety shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. The Owner shall give such notice with reasonable promptness after discovery of the condition.

- 12.11 If at any time latent deficiencies in the Work are discovered, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty, up to the time limit of the applicable statute of repose.
- 12.12 If the Contractor fails to correct defective or nonconforming Work as required, or if the Contractor fails to remove defective or nonconforming Work from the site, as required, the Owner may elect to either correct such Work or remove and store materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 12.13 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an as-planned progress schedule for the Work. The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified. If it becomes apparent to the Owner or Architect that the Work will not be completed within required Milestone or Completion dates, the Contractor agrees to undertake some or all of the following actions, at no additional cost to the Owner, in order to ensure that the Contractor will comply with all Milestone and Completion date requirements:
- 12.13.1 increase manpower, materials, crafts, equipment and facilities to accelerate performance of the Work;
- 12.13.2 increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing; and
- 12.13.3 reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

- 12.14 In undertaking the actions required under paragraph 12.13, Contractor shall prepare a Recovery Schedule and comply with the requirements thereof. If the schedule recovery actions taken by the contractor are not satisfactory, the Owner or Architect may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates (which shall be at Contractor's sole expense), without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.
- 12.15 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to access, transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, Separate Prime Contractor conditions and schedules, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work, shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

ARTICLE 13 - INDEMNIFICATION

- 13.1 The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Agreement shall represent the specific consideration for the CONTRACTOR'S indemnification of the OWNER as is set forth in the General Conditions and Contract Document.
- 13.2 It is the specific intent of the parties hereto that the indemnification below complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 13.3 CONTRACTOR shall indemnify and hold harmless the OWNER, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful

misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this construction contract. Regardless of the foregoing the indemnification herein shall be the greater of the CONTRACTORS insurance coverage for such claim or One million dollars, whichever is greater.

- 13.4 The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the foregoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.

ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM

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

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

- 14.1.(a) The Owner will issue its own purchase orders directly to the third party vendor or supplier of material and equipment purchased under the Direct Purchase Program. The purchase order will be accompanied by the Owner's Exemption Certificate which includes its name, address, and the exemption number with issuance and expiration date.
- 14.1.(b) All material and equipment purchased under the Direct Purchase Program is sold directly to the Owner and is directly to the Owner and is directly invoiced by the vendor or supplier.

- 14.1.(c) The Owner takes title and possession of all materials and equipment purchased under the Direct Purchase Program from the vendor or seller before they are incorporated into the Project.
- 14.1.(d) The Owner assumes all risk of loss on all material and equipment purchased under the Direct Purchase Program. The Contractor cannot be held liable for damage or loss to the material or equipment.
- 14.1.(e) The Owner is responsible for and pays the premiums on all insurance and/or bonding on materials or equipment purchased under the Direct Purchase Program. The Contractor does not share any economic benefits of proceeds from bond or insurance covering risk of damage or loss of the material or equipment.
- 14.1.(f) The Owner makes direct payment to the third party vendor or seller for all purchases from its own funds or accounts for all purchases under the Direct Purchase Program.
- 14.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Contractor shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a subcontractor's scope of Work, any terms and conditions that the subcontractor deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 14.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Contractor and/or the subcontractor for prices negotiated by the Contractor and/or subcontractor.
- 14.4 The Contractor is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Contractor and the Owner. The system developed by the Contractor shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Contractor shall submit a monthly accounting report of this information with the Contractor's application for payment.

- 14.5 The Contractor shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Contractor remains fully responsible under its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Contractor to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Contractor. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Contractor shall be held accountable for such a delay. The Contractor, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.
- 14.6 The Contractor shall be responsible for all purchases in the same manner as if the Contractor had purchased the items, inclusive of managing the warranties for the Owner. The Contractor shall cooperate with the Owner and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.
- 14.7 Modification of the Contract Sum will be made by one (1) change order (or additional change orders in the sole discretion of the Owner) prior to final payment unless the Contract period crosses the Owner's fiscal year, in which case, one (1) change order will occur for each fiscal year, one prior to the close of the first year, and the other during the second fiscal year.
- 14.8 The Contractor and its surety hereby agree that the performance bond penal amount shall be unaffected by any direct purchase deductive change order which is made pursuant to this program.
- 14.9 The Contractor agrees that its builder's risk insurance coverage amount shall be unaffected by any direct purchase deductive change order implemented pursuant to this program.
- 14.10 Payment shall be directly made by the Owner to the vendor for any Direct Purchases.
- 14.11 To the extent authorized under Florida law, Owner agrees to indemnify and hold harmless Contractor, its subcontractors and suppliers of and from any claims, liability, or responsibility to the State of Florida for any action the State may take against any of them for the payment of any sales or

use taxes as a result of Owner's direct purchase of such materials, supplies or equipment.

- 14.12 The Owner shall have the sole option to require the vendor to include a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and Contractor. The cost of the supply bond shall be included in Contractor's GMP.
- 14.13 The Owner agrees to make payments by the 15th of the month providing the Contractor processes the invoices and delivers same to the Facilities Division by the 20th of the preceding month.
- 14.14 Owner shall not withhold retainage on any payments made to the vendor.

ARTICLE 15 – TERMS

- 15.1 Limitation of Liability. The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.
- 15.2 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.
- 15.3 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 15.4 Entire Agreement. This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.

15.5 Binding Effect. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.

15.6 Notices. All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

If to Owner: Facilities Planning & Construction
The School District of Indian River County, Florida
Mr. Nicholas Westenberger
6055 62nd Avenue
Vero Beach, FL 32967
Telephone: 772-564-5016

Contractor: Hamilton Roofing, Inc.
Mr. Steve Lasky
4000 Old Dixie Highway
Malabar, FL 33950
Telephone: 321-729-0548

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

15.7 Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent or waiver to or of any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in

default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

- 15.8 Captions. The headings used for the various portions of this Agreement and the Construction Documents are inserted only as a matter of convenience, and for reference, and in no way define, limit or describe the scope or the intent of this Agreement, any section of this Agreement, or any section of the Contract Documents.
- 15.9 Severability. In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.
- 15.10 Cumulative Remedies. All rights, powers, remedies, benefits, and privileges are available under any provision of this Agreement to any party, is in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.
- 15.11 Approval. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.
- 15.12 Further Assurances. The parties agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by any party to effectuate the terms and provisions of this Agreement and the transactions contemplated in this Agreement.
- 15.13 No Partnership or Joint Venture. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause any party to be responsible in any way for the debts and obligations of the other party.
- 15.14 No Construction Against Drafter. Each of the parties have been represented by legal counsel who have had ample opportunity to, and have, participated in the drafting of this Agreement. Therefore, this Agreement shall not be construed more favorably or unfavorably against any party.

- 15.15 Third Party Beneficiary. This Agreement has been made and entered into for the sole protection and benefit of the Owner, and its respective successors, and no other person or entity shall have any right or action under this Agreement.
- 15.16 No Assignments. This Agreement is for the personal services of the Contractor, and may not be assigned by the Contractor in any fashion, whether by operation of law or by conveyance of any type, including without limitation, transfer of stock in the Contractor, without the prior written consent of the Owner, which consent the Owner may withhold in its sole discretion.
- 15.17 Force Majeure. With regard to the performance under this Agreement, a party shall not be deemed to be in default of this Agreement, or have failed to comply with any term or conditions if, for reasons beyond the parties reasonable control, including without limitation acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, easements, permits or other compliance with applicable laws, rules and regulations, such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond the parties reasonable control, provided that the party commences such performance as soon as reasonably possible and diligently pursues such performance.
- 15.18 Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Florida. Except for a suit in federal court, Indian River County, Florida shall be the proper place of venue for all suits to enforce this Agreement. Any legal proceeding arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Indian River County, Florida, or if appropriate, the United States District Court for the Southern District of Florida. Notwithstanding any other provision of the Contract Documents, the Owner does not agree to, nor shall the parties; arbitrate in any matter whatsoever any issue arising out of this Agreement, the Contract Documents or the performance thereof. The Owner does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of this Agreement or the Contract Documents.
- 15.19 Waiver of Jury Trial. The parties expressly waive the right to a jury trial.
- 15.20 Dispute Resolution. Prior to initiating any litigation arising out of the Agreement, the parties to submit the dispute to non-binding mediation by a mediator who is certified in Florida in an effort to resolve disputes in an expedient manner. Each party shall bear their own attorneys' fees, and the cost of the mediator shall be split between the parties.

- 15.21 Right to Enter this Agreement. Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performances and obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligation under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.
- 15.22 Conduct While on School Property. The Contractor acknowledges that its employees and agents must behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and subject to the administrator or designee. It will be considered a breach of this Agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum, or to behave in any manner which will disrupt the educational program or constitute any level of threat to safety, health, and well-being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.
- 15.25 Owner Transfer of Interest. If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Contractor arising from this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Contractor.
- 15.26 Public Entity Crime Information Statement and Debarment – Section 287.133(2)(a) of the Florida Statutes states: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided

in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within a five-year period preceding the issuance of **ITB # 19-444-B-SH** been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within a five-year period preceding the issuance of **ITB # 19-444-B-SH** had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

15.30 Compliance with Federal Grant Requirements. If made applicable by the use of federal grant funds in the Project or any other requirement as set

out below, Contractor and its subcontractors shall comply with the following enactments, rules, regulations and orders:

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

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

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

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

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

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

ARTICLE 16 - PROJECT SIGNAGE

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

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

OWNER: SCHOOL BOARD OF INDIAN RIVER COUNTY

CONTRACTOR: HAMILTON ROOFING, INC.

By _____
School Board Chairman

By Steve Jasby

Attest: _____
Superintendent
(SEAL)

Attest: [Signature]
(CORPORATE SEAL)

Address for giving notices
6500 57th Street
Vero Beach, FL 32967

Address for giving notices
4000 Old Dixie Highway
Malabar, FL 33950

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

License No. CCC039486

Agent for service of process:

School Dist. Attorney

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



Exhibit A

Owner Direct Material/Equipment Purchase Program

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

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

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

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

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

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

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

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

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

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

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

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

7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.

8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.

9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Contractor, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Contractor may require. The Contractor, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Contractor for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Osceola School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.

10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work

and instead shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Contractor, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or no-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

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

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

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

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

This Addendum is incorporated within the VENDOR'S Agreement between THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA (hereafter referred to as "SCHOOL BOARD") and Hamilton Roofing Inc. (hereafter referred to as "VENDOR").

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

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

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

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

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

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

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

HAMILTON ROOFING INCORPORATED

4000 Old Dixie Hwy, Malabar, FL 32950

TEL: (321) 729-0548 FAX: (321) 725-2029
email: steve@hamiltonroofinginc.com

April 25, 2019

School District of Indian River County
6055 62nd Ave.
Vero Beach, Fl. 32967

Re: Rosewood Magnet School
Bldg. 300, and one quarter of bldg. 200

REVISED

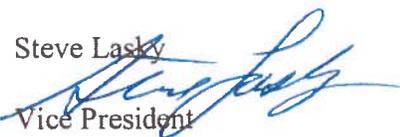
Remove existing roof system, down to the tectum deck.
Fasten 1 ply Sopra Base S, base sheet to deck, using twin lock fasteners.
Provide job specific engineering for the roof system, fastening pattern.
Refasten existing wood blocking to structure.
Install 1 ply Soprema 180 flam, fully torched.
Install 1 ply Soprema cap sheet, fully torched.
Fabricate, and install all roof related sheet metal flashings, including gutters,
and downspouts.
Install Alsan RS, roof system, at mechanical roof area A6, and B2 only, in lieu of the
PMMA fluid applied system, as specified.
Repair any EIFS, damaged during the reroofing process.
Provide all equipment required for our scope of work.
Provide all clean up, and trash removal.
Issue a P&P Bond prior to commencing work.
Issue the specified 20-year warranty, at project completion.

TOTAL COST \$ 250,000.00

I have attached a roof plan depicting the areas that are included in this proposal.

Unit pricing
UP-1, \$ 3,98 per BF
UP-2, \$ 11.88 per Sq. Ft.

If you have any questions regarding the above, please call our office.

Steve Lasky

Vice President

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LICENSE AGREEMENT

This License Agreement made this 14th day of May, 2019, by and between THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, hereinafter referred to as the "Licensor", and VERO BEACH LITTLE LEAGUE SOFTBALL, INC., a Florida not for profit corporations, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, Licensor owns the real property and Licensee owns all softball field improvements thereon which are commonly known as The Rosewood Magnet School fields located at 16th Street and 39th Avenue in Vero Beach, Indian River County, Florida; and

WHEREAS, the softball field improvements at The Rosewood Magnet School field include but are not limited to, softball diamonds and associated bleachers, outfield fence, score box, dug outs, restrooms, and concession stand, all of which are hereinafter collectively referred to as the "Softball Field"; and

WHEREAS, for purposes of this License, the boundary of the Softball Field which is hereinafter referred to as "Tract 3", is more particularly described as follows, to wit:

The West 325 feet of the South 320 feet of the North 670 feet of the following described parcel:

The West 20.75 acres of Tract 14, Section 3, Township 33 South, Range 39 East, according to the last general plat of lands of the Indian River Farms Company, which said plat was filed March 23, 1915, and recorded in Plat Book 2, Page 25, Public Records of St. Lucie County, Florida; as depicted on the attached drawings.

WHEREAS, the Licensee is the organizer and manager of the Little League Girls Softball program for Indian River County and for such purposes has the need for the use of Tract 3 for its softball activities, which include, but are not necessarily limited to tryouts, team practices, and team games, all of which are open to the public at large, and all of which are collectively referred to as "Softball Activities"; and

WHEREAS, the Licensee, to meet its need to conduct its Softball Activities, desires for the Licensor to grant to it a non-exclusive License to use Tract 3 for its Softball Activities and further desires to have a right of priority over other non-exclusive users when using Tract 3 for its Softball Activities during after-school hours; and

WHEREAS, Licensor is willing to grant Licensee a non-exclusive License to use Tract 3 during after school hours, weekends, and school holidays with certain rights of priority over other non-exclusive users.

THEREFORE, the parties, for good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. The above recitations are incorporated herein as if specifically set forth.
2. The Licensor hereby grants unto the Licensee the non-exclusive License for the use of Tract 3 for its purposes of conducting its Softball Activities only commencing on the 14th day of May, 2019 and ending on the 14th day of May, 2029. **Licensee hereby accepts the Softball Field “as is” in its existing condition together with all defects, latent or patent, if any, and subject to all easements, encumbrances and restrictions.**
3. Either party may terminate this License, without cause, upon thirty (30) days prior written notice to the non-terminating party.
4. Licensee acknowledges that there may be other potential users, (whether by license agreement or not) of Tract 3, which would include but not necessarily be limited to other softball organizations or leagues, other sport organizations or leagues, (for example, soccer), and the general public, hereinafter collectively referred to as “Potential Users”, that may use Tract for recreational purposes.
5. Licensor agrees that this License shall have priority over all other Potential Users, subject to recorded easements, during after school hours, weekends, and school holidays, but no priority over Licensor for its uses.
6. In conducting its Softball Activities, Licensee agrees that it shall be solely responsible for the management of its guests, invitees, and general public, which may attend or participate in its Softball Activities, which management shall include but not necessarily be limited to providing the necessary lighting, the use and maintenance of the public address system, the sale and/or dispensement of refreshments and food, seating, parking, and crowd conduct and control. Licensee is responsible for all costs and coordination associated with garbage receptacles, dumpsters and garbage pickup for disposal. The Licensee shall conduct its Softball Activities in accordance with all ordinances, rules and regulations of appropriate governmental agencies.
7. **Utilities/Field Maintenance.** The cost for all utilities consumed in the use of Tract 3 by Licensee conducting its Softball Activities shall be borne

by the Licensee. The Licensee shall maintain an account in its own name with all utility providers providing utilities to Tract 3 and promptly pay all utility charges as they become due and payable. The Licensee shall be responsible for all field maintenance associated with the use of Tract 3.

8. INDEMNIFICATION

- a. Licensee shall indemnify, defend with counsel acceptable to Licensor, and hold harmless to the full extent permitted by law, Licensor and its Board members, officers, agents, employees and volunteers from and against any and all liability, loss, damage, suits, claims, expenses and costs (including, without limitation, attorney fees and costs of litigation) (collectively, "Liability") of every nature for any actual or alleged bodily injury, sickness, disease or death and/or damage to property, sustained in or about the Softball Field arising out of or in connection with Licensee's use of Licensor's property pursuant to this Agreement or its failure to comply with any of its obligations contained in this Agreement. This indemnity obligation shall survive termination or expiration of the Agreement with respect to any liability which arose while the Agreement was still in effect. Licensee shall be liable to Licensor for any loss or damage to Licensor property arising from or in connection with Licensee's use of such property.

9. INSURANCE LIMITS

The Licensee shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as coverages listed below. The following liability coverage limits must not be less than the limits specified. Thirty (30) day advance notice of cancellation is required. The policies must be specifically endorsed to grant the Licensor 30 days advance notice of cancellation or nonrenewal. This endorsement must be attached to the certificate of insurance. All insurance carriers must have an AM Best rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the Licensor reserves the right, but not the obligation, to review and request a copy of Licensee's most recent annual report or audited financial statement. All contractors including any independent contractors and subcontractors utilized must also comply with the below insurance requirements.

If the Licensee should subcontract all or any portion of the services to be performed under this Agreement, Licensee shall require each subcontractor to provide insurance protection listing the Licensor and each of its officers, officials, employees, agents and volunteers as Additional

Insureds on a primary and non-contributory basis in accordance with the terms of this Agreement. In the event contractors are hired to perform capital improvements, any subcontractors or independent contractors utilized must list the Licensor as additional insured including completed operations, also on a primary and non-contributory basis. Any contractors hired by Licensee will need to specifically name the Licensor as 'Additional Insured' (without the wording, "required by written contract"). The required certificates and applicable endorsements shall be on file with Licensee and Licensor prior to the commencement of any services by any contractors.

The Licensor by and through its Risk Management Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

- a. The Licensee shall maintain in full force a Commercial General Liability policy covering bodily injury and property damage liability. All policies and insurance carriers must be acceptable to Licensor and be written on an occurrence form basis. A waiver of subrogation must be provided in favor of the Licensor under the General Liability. The Licensor must be listed as Additional Insured on a primary and non-contributory basis. The Licensor will be "Additional Insured" for General Liability as the Certificate Holder on the Certificate of Insurance. General Liability coverage shall contain no exclusion for abuse & molestation or assault & battery. The insurance shall be in the following amounts: Commercial General Liability with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
- b. The Licensee must provide Workers' Compensation and Employer's Liability coverage for all employees and volunteers. A waiver of subrogation must be provided in favor of the Licensor under the Workers Compensation coverage. Workers' Compensation insurance with limits equal to Florida statutory requirements. Employers liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided.
- c. The Licensee agrees that it will at all times during the term of this Agreement, keep all tangible property owned by it, including fixtures, furnishings, equipment, and personal property located on Tract3, insured against loss by an All Risk Property insurance policy including fire and lightning and other perils in an amount equal to the replacement cost value of the tangible property owned by it and located

on Tract 3. Licensee may insure against loss by fire and lightning, and other perils, such items of tangible personal property as it deems necessary and desirable to insure. Licensee shall have no right or cause of action against Licensor by reason of any of its tangible personal property being damaged or destroyed.

- d. The Licensee shall carry insurance for the "Softball Field" for fire and extended coverage, vandalism and malicious mischief, proceeds of said insurance to be paid to Licensor and Licensee, as their interests may appear.
 - e. The Licensee shall carry Accident Medical Excess Expense and Accidental Death and Dismemberment for their athletic participants with limits of \$25,000 Accident Medical Excess, \$2,000,000 Maximum Limit (Per Accident), \$10,000 Orthopedic Appliances, \$10,000 Physical Therapy, \$500 Deductible per claim, \$10,000 Accidental Death & Dismemberment Principle Sum Excess of any other insurance coverage available.
- 10. **Sovereign Immunity.** No provision of this insurance requirement shall constitute a waiver of sovereign immunity of the Licensor.
 - 11. **Code Compliance.** Tract3 shall be inspected and brought into compliance with the Florida Building Code pursuant to chapter 553 and the life safety codes pursuant to chapter 633 at the expense of the Licensee. Licensee must coordinate and schedule annual inspections with the Licensor Building Official.
 - 12. **Fire Code.** Tract 3 must be inspected annually for fire safety deficiencies in accordance with the applicable code and have corrections made in accordance with Section 1013.12 Fla. Stats.
 - 13. **Capital Improvements and Equipment.** The Licensee must notify and obtain the prior written approval of the Licensor at least 60 days prior to the commencement of any improvements of a capital nature made by the Licensee on Tract 3. Detailed plans and specifications for the construction of any renovation or remodeling of Tract 3 shall conform to the Florida Building Code, State Requirements for Educational Facilities, and the Florida Fire Prevention Code for educational occupancies or other occupancies, as appropriate and as required in chapters 553 and 633, prior to occupancy. All work performed by Licensee shall be performed by Licensee at Licensee's sole cost and expense, shall be performed only by duly licensed contractors, shall be performed in a good and workmanlike manner, and shall be diligently prosecuted to completion.

14. **Surrender of Possession and Waiver.** Licensee covenants and agrees that upon the expiration or termination of this Agreement, Licensee will surrender and deliver up said Tract 3, peaceably and quietly to the Licensor, its agents or attorneys, immediately and forthwith.
15. **Liens.** Licensee agrees it will not cause or allow any construction, mechanics, materialman, or utility liens to be filed on Tract 3, and shall immediately take all actions necessary to release any such liens at its own cost and expense.
16. **General.**
 - a. The Licensee shall not have the right to assign this Agreement.
 - b. Licensor and its agents shall have the right to enter upon Tract 3 or any part thereof at all reasonable times for the purpose of inspecting Tract 3.
 - c. When either party desires to give the other a notice with respect to and in connection with, as well as according to the terms and conditions of this Agreement, such notice shall be given either by hand delivery or by registered or certified mail with return receipt requested, and if mailed, it shall be deemed to be given when deposited in the U.S. Mail with sufficient postage prepaid thereon and properly addressed as follows:

Licensor:

The School Board of Indian River County, Florida
c/o Dr. Mark Rendell, Superintendent
6500 57th Street, Vero Beach, Florida 32967

Licensee:

Vero Beach Little League Softball, Inc., a Florida not for profit corporation
Kyle Espich, President
865 18th Place SW
Vero Beach, FL 32962

With Copy to:

Mr. Patrick Grall
7555 20th Street
Vero Beach, FL 32962

- d. This Agreement contains the whole or entire agreement between the Licensor and Licensee as of the date hereof, and the execution hereof has not been induced by either party by reason or any representation,

promise or understanding not definitely and specifically expressed in this Agreement. There are no collateral agreements, stipulations, promises or undertakings whatsoever upon or by the respective parties in any way concerning the subject matter of this Agreement which are not expressly, definitely and specifically contained and provided in this Agreement. No modification, release, discharge, or waiver of any provision of this Agreement shall be of any force, effect or value unless same is in writing duly signed by both parties or their respective duly authorized agent, personal representatives, guardians, executors, heirs, successors or assigns.

- e. This Agreement shall not be recorded in the Public Records of Indian River County, Florida, however a Memorandum of License may be recorded which would set forth the parties, location of Tract 3 and the term of this Agreement, such that any future owners of Tract 3 will be aware of this Agreement and bound by its terms.
 - f. Licensee shall have the right, during the existence of this Agreement to attach signs that are approved in writing in advance by the Licensor, in or upon Tract 3.
 - g. In any litigation arising out of this Agreement, neither party shall be entitled to recover attorney's fees and costs.
17. **Renewal.** The Licensee is hereby granted the right to request a renewal to this License by giving the Licensor not less than 30 days notice in advance of the License term. On renewal, the terms and conditions herein are subject to renegotiation and may include a multi-year License

Dated this 14th day of May, 2019.

WITNESSES:

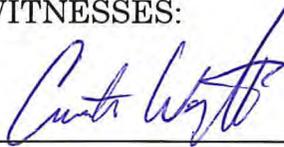
**THE SCHOOL BOARD OF
INDIAN RIVER COUNTY, FLORIDA**

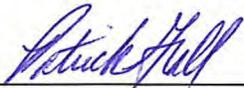
By: _____
Mrs. Laura Zorc, Chairman

By: _____
Dr. Mark Rendell, Superintendent

**VERO BEACH LITTLE LEAGUE
SOFTBALL, INC., a Florida not for
profit corporation**

WITNESSES:





By: 

Title: President

LICENSE AGREEMENT

This License Agreement made this 14th day of May, 2019, by and between THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, hereinafter referred to as the “Licensor”, and VERO BEACH LITTLE LEAGUE BASEBALL, INC., hereinafter referred to as “Licensee”.

WITNESSETH:

WHEREAS, Licensor owns the real property and Licensee owns all improvements thereon which are commonly known as The Rosewood Magnet School field located at 16th Street and 39th Avenue in Vero Beach, Indian River County, Florida; and

WHEREAS, the improvements at The Rosewood Magnet School fields include, but are not limited to, two baseball diamonds and associated bleachers, outfield fence, score box, dug outs, restrooms, and concession stand, all of which are hereinafter collectively referred to as the “Baseball Field”; and

WHEREAS, for purposes of this License, the boundary of the Baseball Field which is hereinafter referred to as “Tract 1”, is more particularly described as follows, to wit:

The West 325 feet of the South 325 feet of the North 350 feet of the following described parcel:

The West 20.75 acres of Tract 14, Section 3, Township 33 South, Range 39 East, according to the last general plat of lands of the Indian River Farms Company, which said plat was filed March 23, 1915, and recorded in Plat Book 2, Page 25, Public Records of St. Lucie County, Florida; as depicted on the attached drawings.

WHEREAS, the improvements at The Rosewood Magnet School also include a baseball practice field, which is hereinafter referred to as the “Practice Field”; and

WHEREAS, for purposes of this License, the boundary of the Practice Field which is hereinafter referred to as “Tract 2”, is more particularly described as follows:

The South 325 feet of the North 350 feet of the following described parcel:

The West 20.75 acres of Tract 14, Section 3, Township 33 South, Range 39 East, according to the last general plat of lands of the Indian River Farms Company, which said plat was filed March 23, 1915, and recorded in Plat Book 2, Page 25, Public Records of St. Lucie County, Florida; as depicted on the attached drawings.

Less and excepting the West 325 feet thereof.

WHEREAS, the Licensee is the organizer and manager of a baseball program for Indian River County and for such purposes has the need for the use of Tracts 1 and 2 for its baseball activities, which include, but are not necessarily limited to tryouts, team practices, and team games, all of which are open to the public at large, and all of which are collectively referred to as “Baseball Activities”; and

WHEREAS, the Licensee, to meet its need to conduct its Baseball Activities, desires for the Licensor to grant to it a non-exclusive License to use Tracts 1 and 2 for its Baseball Activities and further desires to have a right of priority over other non-exclusive users when using Tracts 1 and 2 for its Baseball Activities during after-school hours; and

WHEREAS, Licensor is willing to grant Licensee a non-exclusive License to use Tracts 1 and 2 during after school hours, weekends, and school holidays with certain rights of priority over other non-exclusive users.

THEREFORE, the parties, for good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. The above recitations are incorporated herein as if specifically set forth.
2. The Licensor hereby grants unto the Licensee the non-exclusive License for the use of Tracts 1 and 2 for its purposes of conducting its Baseball Activities only commencing on the 14th day of May, 2019 and ending on the 14th day of May, 2024. **Licensee hereby accepts the Baseball Field and Practice Field “as is” in its existing condition together with all defects, latent or patent, if any, and subject to all easements, encumbrances and restrictions.**
3. Either party may terminate this License, without cause, upon thirty (30) days prior written notice to the non-terminating party.
4. Licensee acknowledges that there may be other potential users, (whether by license agreement or not) of Tracts 1 and 2, which would include but not necessarily be limited to other baseball organizations or leagues, other sport organizations or leagues, (for example, soccer), and the public, hereinafter collectively referred to as “Potential Users”, that may use Tracts 1 and 2 for recreational purposes.
5. Licensor agrees that this License shall have priority over all other Potential Users, subject to recorded easements, during after school hours, weekends, and school holidays, but no priority over Licensor for its uses.

6. In conducting its Baseball Activities, Licensee agrees that it shall be solely responsible for the management of its guests, invitees, and general public, which may attend or participate in its Baseball Activities, which management shall include but not necessarily be limited to providing the necessary lighting, the use and maintenance of the public address system, the sale and/or dispensement of refreshments and food, seating, parking, and crowd conduct and control. Licensee is responsible for all costs and coordination associated with garbage receptacles, dumpsters and garbage pickup for disposal. The Licensee shall conduct its Baseball Activities in accordance with all ordinances, rules and regulations of appropriate governmental agencies.
7. **Utilities/Field Maintenance.** The cost for all utilities consumed in the use of Tracts 1 and 2 by Licensee conducting its Baseball Activities shall be borne by the Licensee. The Licensee shall maintain an account in its own name with all utility providers providing utilities to Tracts 1 and 2 and promptly pay all utility charges as they become due and payable. The Licensee shall be responsible for all field maintenance associated with the use of Tracts 1 and 2.

8. INDEMNIFICATION

- a. Licensee shall indemnify, defend with counsel acceptable to Licensor, and hold harmless to the full extent permitted by law, Licensor and its Board members, officers, agents, employees and volunteers from and against any and all liability, loss, damage, suits, claims, expenses and costs (including, without limitation, attorney fees and costs of litigation) (collectively, "Liability") of every nature for any actual or alleged bodily injury, sickness, disease or death and/or damage to property, sustained in or about the Baseball Field and Practice Field arising out of or in connection with Licensee's use of Licensor's property pursuant to this Agreement or its failure to comply with any of its obligations contained in this Agreement. This indemnity obligation shall survive termination or expiration of the Agreement with respect to any liability which arose while the Agreement was still in effect. Licensee shall be liable to Licensor for any loss or damage to Licensor property arising from or in connection with Licensee's use of such property.

9. INSURANCE LIMITS

The Licensee shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as coverages listed below. The following liability coverage limits must not be less than the limits specified. Thirty (30) day advance notice of cancellation is required. The policies must be

specifically endorsed to grant the Licensor 30 days advance notice of cancellation or nonrenewal. This endorsement must be attached to the certificate of insurance. All insurance carriers must have an AM Best rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the Licensor reserves the right, but not the obligation, to review and request a copy of Licensee's most recent annual report or audited financial statement. All contractors including any independent contractors and subcontractors utilized must also comply with the below insurance requirements.

If the Licensee should subcontract all or any portion of the services to be performed under this Agreement, Licensee shall require each subcontractor to provide insurance protection listing the Licensor and each of its officers, officials, employees, agents and volunteers as Additional Insureds on a primary and non-contributory basis in accordance with the terms of this Agreement. In the event contractors are hired to perform capital improvements, any subcontractors or independent contractors utilized must list the Licensor as additional insured including completed operations, also on a primary and non-contributory basis. Any contractors hired by Licensee will need to specifically name the Licensor as 'Additional Insured' (without the wording, "required by written contract"). The required certificates and applicable endorsements shall be on file with Licensee and Licensor prior to the commencement of any services by any contractors.

The Licensor by and through its Risk Management Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

- a. The Licensee shall maintain in full force a Commercial General Liability policy covering bodily injury and property damage liability. All policies and insurance carriers must be acceptable to Licensor and be written on an occurrence form basis. A waiver of subrogation must be provided in favor of the Licensor under the General Liability. The Licensor must be listed as Additional Insured on a primary and non-contributory basis. The Licensor will be "Additional Insured" for General Liability as the Certificate Holder on the Certificate of Insurance. General Liability coverage shall contain no exclusion for abuse & molestation or assault & battery. The insurance shall be in the following amounts: Commercial General Liability with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

- b. The Licensee must provide Workers' Compensation and Employer's Liability coverage for all employees and volunteers. A waiver of subrogation must be provided in favor of the Licensor under the Workers Compensation coverage. Workers' Compensation insurance with limits equal to Florida statutory requirements. Employers liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided.
 - c. The Licensee agrees that it will at all times during the term of this Agreement, keep all tangible property owned by it, including fixtures, furnishings, equipment, and personal property located on Tracts 1 and 2, insured against loss by an All Risk Property insurance policy including fire and lightning and other perils in an amount equal to the replacement cost value of the tangible property owned by it and located on Tracts 1 and 2. Licensee may insure against loss by fire and lightning, and other perils, such items of tangible personal property as it deems necessary and desirable to insure. Licensee shall have no right or cause of action against Licensor by reason of any of its tangible personal property being damaged or destroyed.
 - d. The Licensee shall carry insurance for the "Baseball Field and Practice Field" for fire and extended coverage, vandalism and malicious mischief, proceeds of said insurance to be paid to Licensor and Licensee, as their interests may appear.
 - e. The Licensee shall carry Accident Medical Excess Expense and Accidental Death and Dismemberment for their athletic participants with limits of \$25,000 Accident Medical Excess, \$2,000,000 Maximum Limit (Per Accident), \$10,000 Orthopedic Appliances, \$10,000 Physical Therapy, \$500 Deductible per claim, \$10,000 Accidental Death & Dismemberment Principle Sum Excess of any other insurance coverage available.
10. **Sovereign Immunity.** No provision of this insurance requirement shall constitute a waiver of sovereign immunity of the Licensor.
11. **Code Compliance.** Tracts 1 and 2 shall be inspected and brought into compliance with the Florida Building Code pursuant to chapter 553 and the life safety codes pursuant to chapter 633 at the expense of the Licensee. Licensee must coordinate and schedule annual inspections with the Licensor Building Official.

12. **Fire Code.** Tracts 1 and 2 must be inspected annually for fire safety deficiencies in accordance with the applicable code and have corrections made in accordance with Section 1013.12 Fla. Stats.
13. **Capital Improvements and Equipment.** The Licensee must notify and obtain the prior written approval of the Licensor at least 60 days prior to the commencement of any improvements of a capital nature made by the Licensee on Tract 1. Licensee shall not be permitted to make any improvements to Tract 2 without written approval from Licensor. Detailed plans and specifications for the construction of any renovation or remodeling of Tract 1 shall conform to the Florida Building Code, State Requirements for Educational Facilities, and the Florida Fire Prevention Code for educational occupancies or other occupancies, as appropriate and as required in chapters 553 and 633, prior to occupancy. All work performed by Licensee shall be performed by Licensee at Licensee's sole cost and expense, shall be performed only by duly licensed contractors, shall be performed in a good and workmanlike manner, and shall be diligently prosecuted to completion.
14. **Surrender of Possession and Waiver.** Licensee covenants and agrees that upon the expiration or termination of this Agreement, Licensee will surrender and deliver up said Tracts 1 and 2, peaceably and quietly to the Licensor, its agents or attorneys, immediately and forthwith.
15. **Liens.** Licensee agrees it will not cause or allow any construction, mechanics, materialman, or utility liens to be filed on Tracts 1 and 2 , and shall immediately take all actions necessary to release any such liens at its own cost and expense.
16. **General.**
 - a. The Licensee shall not have the right to assign this Agreement.
 - b. Licensor and its agents shall have the right to enter upon Tracts 1 and 2 or any part thereof at all reasonable times for the purpose of inspecting Tracts 1 and 2.
 - c. When either party desires to give the other a notice with respect to and in connection with, as well as according to the terms and conditions of this Agreement, such notice shall be given either by hand delivery or by registered or certified mail with return receipt requested, and if mailed, it shall be deemed to be given when deposited in the U.S. Mail with sufficient postage prepaid thereon and properly addressed as follows:

Licensor:

The School Board of Indian River County, Florida
c/o Dr. Mark Rendell, Superintendent
6500 57th Street, Vero Beach, Florida 32967

Licensee:

Vero Beach Little League Baseball, Inc.
c/o Jason Pomar, Vice President VBLL
672 Old Dixie Highway, Vero Beach, FL 32962

- d. This Agreement contains the whole or entire agreement between the Licensor and Licensee as of the date hereof, and the execution hereof has not been induced by either party by reason or any representation, promise or understanding not definitely and specifically expressed in this Agreement. There are no collateral agreements, stipulations, promises or undertakings whatsoever upon or by the respective parties in any way concerning the subject matter of this Agreement which are not expressly, definitely and specifically contained and provided in this Agreement. No modification, release, discharge, or waiver of any provision of this Agreement shall be of any force, effect or value unless same is in writing duly signed by both parties or their respective duly authorized agent, personal representatives, guardians, executors, heirs, successors or assigns.
 - e. This Agreement shall not be recorded in the Public Records of Indian River County, Florida, however a Memorandum of License may be recorded which would set forth the parties, location of Tracts 1 and 2 and the term of this Agreement, such that any future owners of Tracts 1 and 2 will be aware of this Agreement and bound by its terms.
 - f. Licensee shall have the right, during the existence of this Agreement to attach signs that are in compliance with all applicable codes, rules and regulations, and approved in writing in advance by the Licensor, in or upon Tracts 1 and 2 .
 - g. In any litigation arising out of this Agreement, neither party shall be entitled to recover attorney's fees and costs.
17. 12. **Renewal.** The Licensee is hereby granted the right to request a renewal to this License by giving the Licensor not less than 30 days notice in advance of the License term. On renewal, the terms and conditions herein are subject to renegotiation and may include a multi-year License.

Dated this 14TH day of May, 2019.

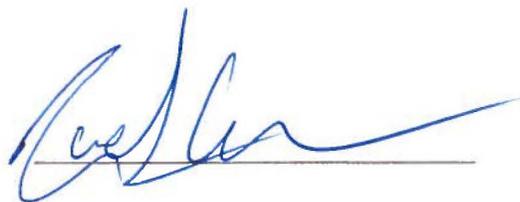
WITNESSES:

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

By: _____
Mrs. Laura Zorc, Chairman

By: _____
Dr. Mark Rendell, Superintendent

WITNESSES:



Jaymie Hearndon

**VERO BEACH LITTLE LEAGUE
BASEBALL, INC.**

By: 

Mr. Coogie Freedman

Title: President